



TRANSNET FREIGHT RAIL  
a Division of  
TRANSNET LIMITED  
(Registration No. 1990/000900/06)

## REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER CRAC-KAZ-6629

### REPLACEMENT OF SLEEPERS AT KASERNE YARD

ISSUE DATE : 28 SEPTEMBER 2010  
BRIEFING DATE : 05 OCTOBR 2010  
BRIEFING TIME : 10.00 A.M  
BRIEFING VENUE : 1 ANVIL ROAD, ISANDO  
CLOSING DATE : 12 OCTOBER 2010  
OPTION DATE : 28 DECEMBER 2010  
CLOSING TIME : 10.00 A.M

TENDER BOX ALLOCATED AT THE CHAIRPERSON TRANSNET FREIGHT RAIL  
ACQUISITION COUNCIL, GROUND FLOOR, INYANDA HOUSE 1, 21  
WELLINGTON ROAD, PARKTOWN, JOHANNESBURG.

**TENDER ENVELOPE TO BE MARKED AS FOLLOWS:**  
RFQ NUMBER : CRAC –KAZ- 6629 REPLACEMENT OF SLEEPERS AT KASERNE YARD  
Please note that late responses and those delivered or posted  
to the wrong address will be disqualified.

\_\_\_\_\_  
Respondent's signature 1

\_\_\_\_\_  
Date and company stamp

# REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER CRAC-KAZ-6629

## REPLACEMENT OF SLEEPERS AT

### KASERNE YARD

#### SCHEDULE OF DOCUMENTS

1. Notice to Bidders
2. Requisition for quotation
3. Scope of Work and General specification
4. Schedule of quantities
5. Attendance certificate for site meeting
6. Returnable Schedules / Documents
7. Supplier Declaration Form
8. General Tender Conditions (CSS5 – Services)
9. Standard Terms and Conditions of Contract (US7 - Services)
10. Non-Disclosure Agreement
11. Suppliers Code of Conduct

“PREVIEW COPY ONLY”

## SECTION 1

RFQ NO: CRAC-KAZ-6629

### REPLACEMENT OF SLEEPERS AT KASERNE YARD

#### NOTICE TO BIDDERS

Refer Document attached hereto

Quotations are requested from interested Respondents to supply the above-mentioned requirement to TRANSNET FREIGHT RAIL.

On or after 28/09/2010 the RFQ documents may be inspected at, and are obtainable from the office of TRANSNET Freight Rail Tender Advice Centre, Inyanda 1, Ground Floor, 21 Wellington Road, Parktown.

A non-refundable tender fee of R100.00 (inclusive of Vat) is applicable per tender (listed below).

Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect the tender number and the Company Name.

Receipt/s to be presented prior to collection of the tender/s.

NOTE: This amount is not refundable.

A **COMPULSORY** information meeting will be held at the following venue:

VENUE : 1 ANVIL ROAD, ISANDO.

Time : 10h00.

Date : 5 OCTOBER 2010.

The site meeting is compulsory and companies not attending **will be overlooked** during the tender awarding process.

Please bring the valid document on the day of briefing.

**NAME** : Sandiswa Ngcwangu  
**TEL** : (011) 570-7125 or (011) 584-1129  
**E-MAIL** : sandiswa.ngcwangu@transnet.net

Tenders in duplicate must reach the Chairperson, TRANSNET Freight Rail Acquisition Council, P.O.Box 4244, Johannesburg 2000 before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

<b>Tender No</b>	: CRAC-KAZ-6629
<b>Description</b>	: REPLACEMENT OF SLEEPERS AT KASERNE YARD
<b>Closing date and time</b>	: 12 OCTOBER 2010 at 10 A.M
<b>Closing address (refer options below)</b>	

**DELIVERY INSTRUCTIONS FOR THIS RFQ:**

**1** If posted, the envelope must be addressed to the Chairperson, TRANSNET Freight Rail Acquisition Council, P.O. Box 4244, Johannesburg 2000 and must be dispatched in time for sorting by the Post Office to reach the Chairperson before the closing time of the RFQ. In the event of the late receipt of a Proposal, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.

**2**

**3** If delivered by hand, the envelope is to be deposited in the TRANSNET tender box which is located at the main entrance, Inyanda House, 21 Wellington road, Parktown, Johannesburg and should be addressed as follows:

THE CHAIRPERSON  
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL  
INYANDA HOUSE  
21 WELLINGTON ROAD  
PARKTOWN  
JOHANNESBURG  
2001

The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are not larger than the above dimensions. Responses which are too bulky (i.e. more than 100mm thick) must be split into two or more files, and placed in separate envelopes.

**It should also be noted that the above tender box is located at the main entrance and is accessible to the public 24 hours per day, 7 days a week.**

**4** If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Chairperson, TRANSNET Freight Rail Acquisition Council and a signature obtained from that Office.

THE CHAIRPERSON  
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL  
INYANDA HOUSE  
21 WELLINGTON ROAD  
PARKTOWN  
JOHANNESBURG  
2001

1. Please note that this RFQ closes punctually at 10:00 on Tuesday 12 October 2010
2. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
3. **NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED**
4. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
5. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
6. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.
7. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.
8. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")**

TRANSNET fully endorses and supports the South African Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including and not limited to enterprise development, subcontracting and Joint Ventures) as part of their tender response.

Transnet would accordingly allow a "preference" in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended) to companies who provide a BBBEE accreditation Certificate. All procurement and disposal transactions in excess of R30000 will be evaluated accordingly. All transactions below R30000 will as far as possible be earmarked for EME's.

TRANSNET consequently urges Respondents (Large enterprises and QSE's – see below) to have themselves duly accredited by any one of the Accreditation Agencies [approved](#) by SANAS (South African National Accreditation System, under the auspices of the DTI).

In terms of Government Gazette No. 32094, Notice No. 354 dated 23 March 2009, as from 1 August 2009, only BBBEE accreditation Certificates issued by SANAS approved verification agencies will be valid.

However accreditation certificates issued before 23 March 2009 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance **with the latest codes (i.e. those promulgated on 9 February 2007)**.

BBBEE Accreditation Certificates issued after the published date i.e. 23 March 2009, by a Verification Agency not approved by SANAS, will **NOT** be acceptable as from 23 March 2009.

Enterprises will be rated by such Accreditation Agencies based on the following:

(a) **Large Enterprises (i.e. annual turnover >R35 million):**

- Rating level based on all 7 (seven) elements of the BBBEE scorecard
- Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)

(b) **Qualifying Small Enterprises – QSE (i.e. annual turnover >R5 million but <R35 million):**

- Rating based on any 4 (four) of the elements of the BBBEE scorecard
- Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)

(c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**

- Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
- Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition
- EME's should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers

8.1 In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies must state in their Tenders / Proposals the percentage of the total contract value which would be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and/or sub-contractors, as well as a breakdown of the distribution of the aforementioned percentage allocation must also be furnished with the tender response to enable Transnet to evaluate / adjudicate on all tenders received on a fair basis.

8.2 **Each Respondent is required to furnish proof of its BBEE status (Certificate and Detailed Scorecard) as stipulated above to TRANSNET.**

*Failure to submit your BBEE Certificate and Detailed Scorecard will result in a score of zero being allocated for BBEE evaluation.*

<p><b>Turnover:</b> Indicate your company's most recent annual turnover:</p> <p>R.....</p>
--

- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership
- If annual turnover >R5m please attach BBEE certificate and detailed scorecard from an accredited rating agency.

8.3 The DTI has created an online **B-BBEE Registry** (<http://www.dti.gov.za>) in order to provide a central and standardized source of the B-BBEE status of all entities, and to facilitate the flow of this information amongst entities by providing a Unique Profile Number (UPN) per each listing. Existing and prospective suppliers are therefore urged to list their B-BBEE status on the DTI Registry. Hence, entities verified by DTI, will receive the following benefits:

- Their BBEE status will be verified and confirmed by the DTI, before listing on the Registry
- Listing on the Registry will provide suppliers the option to market themselves on the DTI B-BBEE Opportunities Network. This is a search engine that is designed to help businesses find B-BBEE compliant entities who match specific requirements in terms of the nature of services/goods provided, region, B-BBEE status or other search criteria.

Transnet supports this DTI initiative and will use the DTI Registry to verify prospective and existing suppliers' BBEE credentials.

8.4 Kindly provide Transnet with your DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

<p><b>DTI BBEE UNIQUE PROFILE NUMBER:</b></p> <p>.....</p>
--

*Failure to submit your UPN will result in a score of zero being allocated for BBEE evaluation.*

8.5 Failure to submit your BBEE information in terms of 14.3 and/or 14.5 (above) will result in a score of zero being allocated for BBEE evaluation.

**9. COMMUNICATION**

Respondents are warned that a response will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of TRANSNET in respect of an RFQ between the closing date and the date of the award of the business.

A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFQ to the TRANSNET employee as indicated in (2) above.

**10. RFQ SCHEDULE**

Respondents will be contacted as soon as practicable with a status update. At this time short-listed Respondents may be asked to meet with TRANSNET representatives. Respondents are to provide a list of persons who are mandated to negotiate on behalf of their company, together with their contact details.

## 10.1 INSTRUCTIONS FOR COMPLETING THE RFQ

- (i) Sign one set of documents (sign and date the bottom of each page). This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set can be a copy of the original signed Proposal.
- (ii) Both sets of documents to be submitted to the address specified above.
- (iii) The following returnable documents must accompany all Proposals:
  - the Respondent's latest audited financial statements;
  - the Respondent's valid Tax Clearance Certificate.
  - a CD copy where applicable

## 11. COMPLIANCE

The Respondent shall be in full and complete compliance with any and all applicable State and Local Laws and Regulations.

## 12. ADDITIONAL NOTES:

- All returnable documents as indicated in the Proposal Form (Section 3) must be returned with the response
- Changes by the Respondent to its submission will not be considered after the closing date
- The person or persons signing the Proposal must be legally authorized by the Respondent to do so (Refer Section 4). A list of those person(s) authorized to negotiate on your behalf must be submitted along with the Proposal
- All prices must be quoted in South African Rands
- TRANSNET reserves the right to undertake post-tender negotiations with the preferred Respondent or any number of short-listed Respondents

**NB: Unless otherwise expressly stated, all Proposals furnished pursuant to this Request shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated. TRANSNET reserves the right to reject any or all offers.**

**FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS  
MAY RESULT IN THE PROPOSAL BEING REJECTED.**

## 13. DISCLAIMERS

Respondents are hereby advised that TRANSNET is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Proposal in response to it. In particular, please note that TRANSNET reserves the right to:

- modify the RFQ's Goods or Services and request Respondents to re-bid on any changes
- reject any Proposal which does not conform to instructions and specifications which are detailed herein
- disqualify Proposals submitted after the stated submission deadline
- not necessarily accept the lowest priced Proposal
- reject all Proposals, if it so decides
- award a contract in connection with this Proposal at any time after the RFQ's closing date
- award only a portion of the proposed Goods or Services which are reflected in the scope of this RFQ
- split the award of the contract between more than one Supplier
- make no award of a contract

Kindly note that TRANSNET will not reimburse any Respondent for any preparation costs or other work performed in connection with this Proposal, whether or not the Respondent is awarded a contract.

14. Any PROPOSAL submitted by a Respondent is subject to negotiation and review of the proposed contract by Transnet's Legal Counsel.

\_\_\_\_\_  
NAME OF RESPONDENT :

\_\_\_\_\_  
PHYSICAL ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_

Respondent's contact person:	Name:	_____
	Designation:	_____
	Telephone:	_____
	Cell phone:	_____
	Facsimile:	_____
	Email:	_____

**TRANSNET urges its clients and suppliers to report any fraud or corruption on the part of Transnet's employees to TIP-OFFS ANONYMOUS : 0800 003 056**

**"PREVIEW COPY ONLY"**

## SECTION 2

RFQ NO: CRAC-KAZ-06629

### REPLACEMENT OF SLEEPERS AT KASERNE YARD

#### REQUISITION FOR QUOTATION

Refer Document attached hereto

#### REQUISITION FOR QUOTATION

MESSRS: .....

.....

.....

.....

Tel (011)  
Fax (011)

ISSUE DATE 28 September 2010

CLOSING  
DATE 12 October 2010

SUPPLY CHAIN SERVICES

Contact  
:Sandiswa  
Tel: (011) 570-7125 /011 584 1129

Prices in South African currency, including all costs.			
Direct to consignees			
ITEM NO:	DESCRIPTION		Price
1	REPLACEMENT OF SLEEPERS AT KASERNE YARD		
<b>Total price for the project</b>			
<b>2.Prices must be V.A.T. exclusive</b>			
3. Direct delivered to:	Transnet Freight Rail (Kaserne Yard)		
4.Contact person:	Sandiswa Ngcwangu Tel.: (011) 570-7125/011 584 1129 0764225539		

#### 5. COMPULSORY DOCUMENTS

##### NOTE:

##### 5.1.Return of tender documents

The tender documents must be submitted on the closing date in **duplicate** and failure to do so will automatically disqualify your offer.

5.2.The following documents are compulsory, and they must be attached to the tender document  
If **Not** your tender will not be considered.

a) Tax Clearance Certificate

- b) Supplier Declaration Form
- c) Current Vat Registration No.
- d) BBBEE level certification and Score Card

**SIGNATURE OF TENDERER:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **6. FRAUD HOTLINE**

**Transnet strives to be fair, equitable and just in all its dealings with tenderers. As such we encourage all tenderers to report any practice, activity or information that they are aware of or become aware of which may result in any perception of or actual fraud being committed against or in the name of Transnet. The hotline details are:-**

Hotline telephone: 0800 003 056

**Email:** [transnet@tip-offs.com](mailto:transnet@tip-offs.com)

**Fax:** 0800 007 788

**All information received will be treated with the utmost confidentiality**

## **7. BUSINESS ADJUDICATION CRITERIA :**

### **7.1."Order winning criteria"**

7.1.1.Total Price for the service

### **7.2."Technical"**

7.2.1.Compliance to specification

7.2.2. Technical capacity

### **7.3."BBBEE"**

7.3.1.Provide BBBEE level Certification

**SIGNATURE OF TENDERER:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**"PREVIEW COPY ONLY"**

**COMPANY INFORMATION**

**9. STATEMENT OF WORK (S) SUCCESSFULLY CARRIED OUT BY THE TENDERER:**

Tenderers are to advise which other companies have they successfully provided or are currently providing similar services.

Service Description	For whom done	Period	Contact person and Telephone or Cell number

SIGNATURE OF TENDERER: \_\_\_\_\_

Date: \_\_\_\_\_

“PREVIEW COPY ONLY”

## SECTION 3

RFQ NO: CRAC-KAZ-6629

### REPLACEMENT OF SLEEPERS AT KASERNE YARD

#### SCOPE OF WORK

#### **TRANSNET LIMITED**

(REGISTRATION No. 90/00900/06)

#### **TRADING AS TRANSNET FREIGHT RAIL**

#### PROJECT SPECIFICATIONS FOR

**THE REPLACEMENT OF 5000 SLEEPERS AT KASERNE YARD WITH REFURBISH CONCRETE SLEEPERS FOR THE DEPOT ENGINEER VEREENIGING (GERMISTON & VEREENIGING COMPLEX).**

#### **1. SCOPE**

This section covers the specifications for the replacement of 5000 sleepers at Kaserne yard with refurbish concrete sleepers in the area under the jurisdiction of the Depot Engineer Isando Central.

**Section: KASERNE YARD**

#### **2. GENERAL**

All related track work must be done to the specifications of the MANUAL FOR TRACK MAINTENANCE (2000) for a N1 class of line and yard lines. The Spoornet representative will give a works program to the Contractor at the start of the contract.

The listed work as per schedule of quantities can be summarized under the following major activities:-

- Replacement of sleepers with refurbish concrete sleepers
- General maintenance

#### **3. THE WORKS**

A) The Works Method

1. Replace sleepers with refurbish concrete sleepers.
2. Profiling of ballast stone by hand on the outer and the inner legs of the track, including the excess ballast from track.
3. Hand tamping of tracks and ensuring that the alignment is correct
4. The lifting and tamping of the track on a daily basis to conform with the required B standard
5. Hand screening of all ballast stone to a depth of 250mm under the sleeper or to the formation.
6. Final tamping and aligning of the resleepered track.
7. All excess soil removed must be spoiled  $\pm$  3m away from toe of ballast formation and must be included in the tendered rates

8. General maintenance (provisional)
9. Removal of Cast Iron Chairs from scrap sleepers painted red.
10. Removal of released wooden sleepers on daily bases from site to Kaserne /Germiston including fastenings.

When the work is completed, the track must conform to the B-standard of the Manual for Track Maintenance (2000). All work carried out must be in accordance with the Manual for Track Maintenance (2000).

B) Cleaning of site

The contractor will ensure that Transnet land and property is left in a tidy and clean condition after the execution of the the works.

#### **4. CONSTRUCTION METHOD**

The sleepers must be removed and be replaced with specified type sleepers with a spacing of 800mm. The ballast must be boxed out sufficiently to release the sleepers, hand screened and boxed back in and neatly trimmed by the contractor. No ballast must be in contact with the rail and must be levelled 25mm below the bottom of the rail. The new sleepers must not be placed higher than the original removed sleeper. It will be the responsibility of the contractor to remove all released fastenings and sleepers, and take them to the Isando Central Material Stores in Kaserne Yard on a daily basis. Released sleeper pins / fastening must be placed in either bags or drums and take it to the Material Stores in Kaserne. Each replacement sleeper must be well packed and boxed in before an adjacent sleeper is removed. The condition of the track after completion of a day's work will conform to a "B" standard. This standard must be ensured each day before leaving the site. If the alignment deteriorates due to traffic over night, the area must be re-aligned and tamped before the next section is commenced with.

The contractor will replace sleepers on Monday to Thursday every week for the duration of the contract. The Friday will be allocated to the final aligning, lifting and tamping of the section of track that was worked on during the previous four days of the week.

#### **5. GENERAL MAINTENANCE**

General maintenance will be work performed included under the schedule of quantities and will include the following tasks.

- Drainage
- Transporting of material (vehicle to be included)
- Staking of released material in yards
- Cleaning of site (removal of rubble etc.)
- Offloading and Trolling of Material

#### **6. THE SITE**

The site is accessible via the Transnet service road.

**No fires will be allowed on site.**

#### **7. TO BE SUPPLIED BY SPOORNET**

Transnet Freight rail will supply all the concrete sleepers and the sleeper fastenings. The sleepers will be available on site for the insertion by the contractor The sleepers will be subjected to free-hauling by the contractor within the total distance of the work site. No separate payment will be made for hauling of sleepers and it will be deemed to be included in the tendered rates for resleepering (i.e. trolling of sleepers will be performed by the contractor and should be included in the tendered rates). It will also be the responsibility of the contractor to collect the sleeper fastenings on a daily basis at the Vereeniging Infra Maintenance Depot in **Kaserne** Yard.

All surplus material or damaged material must be accounted for. Material not accounted for will be for the Contractor's account.

#### **8. TO BE SUPPLIED BY THE CONTRACTOR**

The Contractor shall at his own expense supply all the necessary labour including a qualified Track Master, qualified Flagmen, transport, tools, materials, plant, machinery, consumables, accommodation, etc. necessary to effect the standard of the repair work required. The cost to provide the required will be included in the tendered rates and no separate payment will be made.

NB\* The contractor will be expected to make available the necessary qualifications of the Track Master and the Flagmen to the Project Manager before any work commences.

The Contractor shall prove to the satisfaction of the Project Manager that he and his staff have knowledge of the requirements and latest standards and specifications of Spoornet and has the necessary competence to perform the repair work.

The plant to be used by the Contractor in the execution of the Works is to be efficient, maintained in a state of efficiency and suited for the purpose for which it is to be used. The Project Manager shall have the right at any time during the progress of the Contract to inspect and test the plant as to its efficiency and suitability. The Project Manager shall also have the right to order the Contractor to remove from site and replace any plant, which he considers inefficient or unsuitable for the work, at the Contractor's own expense.

## **9. DURATION OF CONTRACT**

It is the requirement of this project that the work shall be completed within **03** calendar months from the date of written notification to the Tendered of the acceptance of this tender.

Spoornet reserves the right to cancel the contract if the standard of workmanship and accuracy as specified in the Technical Specifications E10 General, E10/1,E10/2,E10/3,E10/4 ,E10/9 and E10/11 of this document is not achieved. Such termination can be done by the sole discretion of the Project Manager and must be done in writing at least 48 hours in advance.

## **10. PENALTIES**

### **10.1 Delay penalty**

A penalty of R 1000.00 per day will be imposed for late completion.

### **10.2 Damage to sleepers.**

A penalty of R 400.00 per sleeper will be imposed for each sleeper, which is damaged beyond use.

## **11. SAFETY**

The contractor shall in particular comply with the following Acts:

- The Compensation for Occupational Injuries and Diseases Act, No.130 of 1993.
- The Occupational Health and Safety Act, 1993(Act 85 of 1993).

The contractor will ensure that a competent supervisor will oversee the safe running and completion of the works and related activities.

The contractor will issue all workers employed by him with the necessary protection clothing applicable to the type of work being performed.

The Contractor will be responsible to prevent fires, which could be caused by his personnel (refer to clause 6).

## **12. INSURANCE OF WORKS**

The Contractor shall take every precaution to protect the Works against damage of any kind and not to cause damage to property or injury to any person as a result of his execution of the works.

The Contractor shall, in his own interest, obtain insurance of his own site establishment, materials, plant, and tools, as well as insurance for his motor vehicles and the common law liabilities of the contractor.

## **13. MEASUREMENT AND PAYMENT**

Payment will be made every month in arrears in respect of work carried out in terms of this contract and according to the Schedule of Quantities of this specification against a statement submitted by the Contractor and approved and certified by the Manager.

The statement should be submitted by the **15<sup>th</sup>** of each month.

Payments to the Contractor will be made upon approval and certification by the Project Manager of the amounts claimed.

The Technical Officer will issue Certificates only when he is satisfied that the Contractor has in fact, satisfactorily carried out the work. The Manager will satisfy himself by a study of the reports rendered by the Contractor or by inspection of the track or by a combination of both methods. Failure on the part of the Contractor to render the reports is liable to be considered by the Manager as sufficient ground for refusing to issue Certificates for Payment.

The contractor will prove that he is paying his labour according to the latest government laws on minimum wages and salaries and according the work being performed. Any infringement on this may result in the immediate termination of the contract.

#### **14. SITE MEETINGS**

The contractor will attend all site meetings arranged by the Project Manager. Such meetings will be for the purpose of discussing progress, delays, materials, conditions, specifications, etc. The meeting will be held under the chairmanship of the Project Manager. Delays, if any, to the approved works program will be minuted or otherwise recorded as "Nil".

#### **15. SITE BOOKS**

The contractor will provide three triplicate books namely a site instruction book, calculation book and a daily diary on site for the duration of the contract.

The site instruction book will be used by the Project Manager for issuing instructions to the contractor.

In the daily dairy the contractor will record a detailed description of the work done on a daily basis including the work force and equipment involved.

The calculation book will be used to record the daily production quantities according to the Bill of Quantities and all other related works performed.

These books will not be removed from the site without the permission of the Project Manager.

#### **16. PROVISION OF COMMUNICATION**

The Contractor will ensure that the supervisor on site has a cellular phone for communication. The Contractor will ensure that the supervisor on site has a reliable cellular phone for communication. The cell phone will be kept on at all times during the execution of the works. The phone battery will be charged at all times. The cellular phone number will be made available to the Project Manager prior to the commencement of the works. Any changes to the cell number will be communicated to the Project Manager in a written correspondence that will include the reason for the change.

The cellular phone will not be used for communication with train traffic control offices.

#### **17. PROTECTION OF WORKPLACES**

Security for all of the Contractor's staff, vehicles, machinery, equipment and material shall remain the Responsibility of the Contractor. The Contractor may use station yards and Spoornet premises from time to time but the responsibility and cost to provide such security, which may be required, shall be for the Contractor's account. No separate payment shall be made and the cost thereof shall be deemed to be included in the rates tendered. Spoornet in this regard shall entertain no claim whatsoever.

The method of work shall be such that at all times it shall comply with Spoornet Specification E7/1.

Normal protection measures in accordance with the Spoornet Protection Manual shall apply.

All protection arrangements shall at all times be provided by the Contractor and remain under the Supervision and responsibility of the Contractor's Track Master or Track Inspector.

The Contractor shall appoint qualified Flagmen at the work site whose sole task shall be to be on the lookout for approaching rail traffic. These employees shall operate an audible warning device to timeously warn all people on the work site of approaching rail traffic.

The Contractor shall not allow any persons on the work site to venture within the structure gauge of any adjacent line when this warning procedure is not operating effectively.

The warning device shall be such that its sound can be clearly and effectively heard above the noise on the work site by all personnel within a radius of 100 m the centre of each work site. The cost to the Contractor of providing the sentinel as well as the warning device shall be deemed to be included in the rates tendered and no separate payment shall be made.

An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be compiled by the Contractor and implemented before any work commences. This procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site work starts.

All reasonable steps to effectively prevent the occurrences of veld fires shall be required from the Contractor. Such fire fighting equipment and resources deemed necessary to effectively fight any veld fire, which may occur as a result of the work, shall be required at each defect site and shall form part of this Contract. The cost to provide such fire fighting equipment and resources shall be deemed to be included in the rates tendered and no separate payment shall be made.

#### **18. OCCUPATIONS**

During the contract period, all repair work will generally be carried out between the movements of trains (where possible) but in the case of emergency or major replacements, occupations between 07H00 and 16H30 on weekdays (Mondays to Fridays) may be granted as agreed by the Project Manager.

Occupations during weekends must be granted by the Project Manager before any work commences, otherwise overtime won't be paid. Spoornet will provide a Track Master who will be in charge of occupations and therefore be responsible for all arrangement with Operating.

#### **19. FINAL INSPECTION OF WORK**

A final inspection of the work will be done within seven working days after the Contractor has notified the Project Manager of Transnet in writing that the work has been completed. If the work is found to be satisfactory and Spoornet property if left tidy, a Certificate of Completion will be issued and the Contract will be considered completed.

It is the duty of the contractor to send a copy of the hand over certificate that has been certified as correct by the Project Manager, together with the relevant pages of the site diary, to the office of the Depot Engineer for payment to be made.

#### **20. HANDING OVER OF WORKPLACES**

Handing over of workplaces will be done as soon as the work has been satisfactorily completed. Handing over inspections will be convened on an ad-hoc basis as agreed by the Project Manager and the contractor.

The hand over certificate that is included in this document will be completed by the Project Manager and certified by the contractor as correct and sent together with the relevant pages of the site diaries to the office of the Depot Engineer for payment.



**TRANSNET LIMITED**  
(REGISTRATION No. 90/00900/06)  
**TRADING AS TRANSNET FREIGHT RAIL**

## SCHEDULE OF QUANTITIES

**Section 4**  
**VERCP No.**

<b>SCHEDULE OF WORK AND PRICES</b>				
DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
1. Replace sleepers Kaserne yard with refurbish concrete sleepers.(Refer to clause 2 – 4 for details)	<b>5000</b>	<b>Ea.</b>		
2. General maintenance. (Refers to clause 5 for details)	<b>15</b>	<b>Days</b>		
<b>3. Site Establishment</b>	<b>1</b>	<b>Day</b>		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>				

**SECTION 2:** General

ITEM NO	TYPE	LOCATION	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
2.1			Normal rate for use of labour	Hour	1		RATE ONLY
2.2			Overtime rate for use of labour.	Hour	1		RATE ONLY
2.3			Sunday time rate for use of labour.	Hour	1		RATE ONLY

<b>TOTAL FOR SCHEDULE OF QUANTITIES</b>	<b>R</b>
<b>ADD 14% VAT</b>	<b>R</b>
<b>TOTAL FOR TENDER</b>	<b>R</b>

**TRANSNET LIMITED**  
(REGISTRATION No. 90/00900/06)

**.TENDER SITE MEETING: CRAC-KAZ-6629 Section 5**

A **COMPULSORY** information meeting will be held at the following venue:

Venue : ISANDO 1 ANVIL ROAD  
Time : 10h00 A.M  
Date : 05 OCTOBER 2010

The site meeting is compulsory and companies not attending **will be overlooked** during the tender awarding process.

**Contact people on sites: (SANDISWA NGCWANGU 011 570 7125) 076 422 5539**

8.1. **ATTENDANCE CERTIFICATE**

This is to certify that.....

Representative/s of .....

Has/have today attended the Tender briefing in respect of the proposed:

.....

TRANSNET'S REPRESENTATIVE

.....

TENDERER'S REPRESENTATIVE

DATE : .....

**VERY IMPORTANT**

**ANY TENDERER NOT ATTENDING THE INFORMATION MEETING WILL AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDING PROCESS**

**SIGNATURE OF TENDERER:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**SECTION 6**

**RFQ NO: CRAC-KAZ-6629**

**REPLACEMENT OF SLEEPERS AT  
KARSENE YARD**

RETURNABLE DOCUMENTS

**“PREVIEW COPY ONLY”**

**Refer Document attached hereto**

**C.1.Returnable Schedules / Documents required for tender evaluation purposes (By e.g.**

	<b>Returnable Schedules / Documents</b>	<b>YES/NO/N/A</b>	
1	Certificate Of Authority For Joint Ventures (Where Applicable)	x	
2	Schedule of the Tenderers Experience	x	
3	Certificate of Attendance at Clarification Meeting	X	
4	Labour Payment Schedule	X	
5	Supplier Declaration form (version2)	X	
6	Letter of Good Standing with the Compensation Commissioner	x	
7	Original / Certified BBEE Rating Certificate With Detailed Scorecard	X	
8	Statement Of Compliance With Requirements Of The Scope Of Work	x	
9	Certified Copy of Financial Statements (for the past 3 years) including Balance sheets where BBEE not provided.	x	
10	Certified Copy of Share Certificates CK1 & CK2	x	
11	Certified Copy Of Certificate Of Incorporation and CM29 and CM9	x	
12	Certified Copy of Identity Documents of Shareholders/Directors/Members (Where Applicable)	x	
13	Cancelled Cheque	X	
14	Original current Tax Clearance Certificate	X	
15	Original Vat Registration Certificate	X	
16	Copy of BEE Policy/BEE Plan/Employment Policy/Procurement Policy	X	

"PREVIEW COPY ONLY"

**SECTION 7**

**RFQ NO: CRAC-KAZ-6629**

**REPLACEMENT OF SLEEPERS AT  
KARSENE YARD**

SUPPLIER DECLARATION FORM

**Refer Document attached hereto**

**“PREVIEW COPY ONLY”**

**SECTION 8**

**RFQ NO: CRAC-KAZ-6629**

**REPLACEMENT OF SLEEPERS AT  
KASERNE YARD**

GENERAL TENDER CONDITIONS OF CONTRACT (CSS5 – SERVICES)

**Refer Document attached hereto**

“PREVIEW COPY ONLY”

**SECTION 9**

**RFQ NO: CRAC-KAZ-6629**

**REPLACEMENT OF SLEEPERS AT  
KASERNE YARD**

**STANDARD TERMS AND CONDITIONS OF CONTRACT (US7 – SERVICES)**

**Refer Document attached hereto**

**“PREVIEW COPY ONLY”**

**SECTION 10**

**RFQ NO: CRAC-KAZ-6629**

**REPLACEMENT OF SLEEPERS AT  
KARSENE YARD**

NON DISCLOSURE AGREEMENT

**Refer Document attached hereto**

“PREVIEW COPY ONLY”

**SECTION 11**

**RFQ NO: CRAC-KAZ-6629**

**REPLACEMENT OF SLEEPERS AT  
KARSENE YARD**

SUPPLIER CODE OF CONDUCT

**Refer Document attached hereto**

“PREVIEW COPY ONLY”

delivering on our commitment to you



# Suppliers Code of Conduct

“PREVIEW COPY ONLY”



## Suppliers Code of Conduct

Transnet aims to achieve the best value for money when buying or selling goods and obtaining services. This, however, must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support.

These are:

- » Transnet Procurement Policy- A guide for tenderers;
- » Section 217 of the Constitution- the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- » The Public Finance Management Act (PFMA);
- » The Broad Based Black Economic Empowerment Act (BBBEE); and
- » The Anti-Corruption Act.

This code of conduct has been compiled to formally apprise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

### Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

Transnet is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

**Transnet will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.**

- » Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.



- >> Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.

Employees may not receive anything that is calculated to:

- Illegally influence their judgement or conduct or to influence the outcome of a sourcing activity;
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; gain an improper advantage.

- >> There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our suppliers to use our "Tip-offs Anonymous" Hotline to report these acts - 0800 003 056.

**Transnet is firmly committed to free and competitive enterprise.**

- >> Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices
- >> Transnet does not engage non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

**Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.**

- >> Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities.



These include, but are not limited to:

- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
  - Collusion;
  - Failure to disclose accurate information required during the sourcing activity (ownership financial situation, BBBEE status, etc.);
  - Corrupt activities listed above; and harassment, intimidation or other aggressive actions towards Transnet employees.
- » Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence must be conducted and the supplier is expected to participate in an honest and straight forward manner.
- » Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.



### Conflict of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet. Examples are:

- » Doing business with family members.
- » Having a financial interest in another company in our industry.

Show that you support good business practice by logging onto [www.transnet-suppliers.net](http://www.transnet-suppliers.net) and completing the form.

This will allow us to confirm that you have received, and agree to, the terms and conditions set out in our Suppliers Code of Conduct.

**TIP-OFFS ANONYMOUS HOTLINE  
0800 003 056**