



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

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER CRAC-EFQ-07324

UPGRADING OF LEVEL CROSSING AT SPRINGS AND SENTRARAND

ISSUE DATE	05 APRIL 2011
BRIEFING DATE	12 APRIL 2011
BRIEFING TIME	10:00 A.M
BRIEFING VENUE	1 ANVIL ROAD ISANDO 6 TH FLOOR
CLOSING DATE	19 APRIL 2011
OPTION DATE	29 JULY 2011
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 - EFQ-07324 UPGRADING OF LEVEL CROSSING
Please note that late responses and those delivered or posted
to the wrong address will be disqualified.

Respondent's signature

Date and company stamp



RFQ NUMBER CRAC-EFQ-07324

UPGRADING OF LEVEL CROSSING AT SPRINGS AND SENTRARAND

SCHEDULE OF DOCUMENTS

- 1. Notice to Bidders**
- 2. Requisition for quotation**
- 3. Attendance Certificate**
- 4. Scope of Work and General specification**
- 5. Schedule of Quantities**
- 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”

Respondent's signature

Date and company stamp

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 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.

- 3 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**

- Please note that this RFQ closes punctually at 10:00 on Tuesday 19 APRIL 2011
- If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
- NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED
- The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
- 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.
- Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.
- 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 R 30,000 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. 32467, Notice No. 810 dated 31 July 2009, as from 1 February 2010 only BBBEE certificates issued by Accredited Verification Agencies of Verification Agencies that are in possession of a valid pre-assessment letter from South African National Accreditation System will be valid.

However accreditation certificates issued by non-accredited verification agencies before 01 February 2010 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. 01 February 2010, by a Verification Agency not approved by SANAS, will NOT be acceptable as from 01 February 2010.

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

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.

Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) and ensure that the documentation is valid at the date of Tender Submission as stipulated above to TRANSNET.

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

<p>Turnover: 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 BBBEE certificate and detailed scorecard from an accredited rating agency.

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 BBBEE 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' BBBEE credentials.

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

<p>DTI BBBEE UNIQUE PROFILE NUMBER:</p> <p>.....</p>

Failure to submit your BBBEE information in terms of the above-mentioned clauses will result in a score of zero being allocated for BBBEE 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**

Respondent's signature

Date and company stamp

SECTION 2

RFQ NUMBER CRAC-EFQ-07324

UPGRADIN OF LEVEL CROSSING AT SPRINGS AND SENTRARAND

REQUISITION FOR QUOTATION

REQUISITION FOR QUOTATION

MESSRS:

.....

.....

.....

Tel (011)
Fax (011)

ISSUE DATE **05 April 2011**

CLOSING DATE **19/04/2011 (10h00)**

<p align="center">SUPPLY CHAIN SERVICES</p> <p>Contact :Sandiswa Tel: (011) 570-7125</p>

Prices in South African currency, including all costs.			
Direct to consignees			
ITEM NO:	DESCRIPTION		Price
1	UPGRADING OF LEVEL CROSSING		
Total price for the project			
2.Prices must be V.A.T. exclusive			
3. Direct delivered to:	Transnet Freight Rail (Springs & SentraRand)		
4.Contact person:	Sandiswa Ngcwangu Tel.: (011) 570-7125		

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



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

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

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SECTION 3

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER CRAC-EFQ-07324

UPGRADIN OF LEVEL CROSSING AT SPRINGS AND SENTRARAND

COMPULSORY information meeting will be held at the following venue:

Venue : 6th Floor Boardroom

ISANDO DEPOT

Time : **10h00**

Date : **12 APRIL 2011**

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

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 :

Person you contact on site is Stanely [071 889 8023](tel:0718898023)

VERY IMPORTANT

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

SIGNATURE OF TENDERER: _____ **Date:** _____

Respondent's signature

Date and company stamp

SECTION 4

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER CRAC-EFQ-07324

UPGRADIN OF LEVEL CROSSING AT SPRINGS AND SENTRARAND

SCOPE OF WORK

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

INDEX

Contents

1.	<u>Scope of the works.....</u>	<u>2</u>
2.	<u>General.....</u>	<u>2</u>
3.	<u>Work Method.....</u>	<u>3</u>
	a) <u>The works</u>	
	b) <u>Cleaning of site</u>	
4.	<u>The Site.....</u>	<u>3</u>
5.	<u>To be supplied by Spoornet.....</u>	<u>4</u>
6.	<u>To be supplied by the Contractor.....</u>	<u>4</u>
7.	<u>Priority and Order of work.....</u>	<u>4</u>
8.	<u>Detail of work required.....</u>	<u>5</u>
9.	<u>Safety.....</u>	<u>7</u>
	<u>10.0) Training</u>	
10.	<u>Financial.....</u>	<u>9</u>
11.	<u>Camp and office, site conditions and requirements.....</u>	<u>9</u>
12.	<u>Occupations.....</u>	<u>11</u>
13.	<u>To be supplied by the Contractor.....</u>	<u>11</u>

14. To be supplied by Spornet.....12

15. Rain and adverse weather conditions.....12

16. Supporting documents.....12

17. Precedence of contract documents.....12

18. Measurement and Payment.....13

19. Schedule of Quantities.....15

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PROJECT SPECIFICATION

UPGRADING OF LEVEL CROSSINGS

1.0 Scope of the works

1.1 This contract covers the upgrading of level crossings on railway track inclusive of all other associated work on lines owned or maintained by Spoornet under jurisdiction of the Depot Engineer, Isando East.

2.0 General

All related track work must be done to the specification of the “MANUAL FOR TRACK MAINTENANCE (2000)” for a N1 class of line and as Annexure 4 shows.

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

2.1 **Removal of level crossing blocks**

2.2 **Replacement of warning boards and road signage where required.**

2.2 **Screening of ballast**

2.3 **Replacement of old sleepers**

2.4 **Replacement of fastenings**

2.5 **Replacement of the screened ballast**

2.6 **Profiling of the ballast**

2.7 **Repair of surface**

2.8 **Final lifting and tamping of track**

3.0 Work Method

A) The works

3.1 **Removal of the crossing blocks and placing adjacent to crossing on the outer rail**

3.2 **Insertion of warning boards where they are required.**

3.3 **Screening and replacing of ballast.**

3.4 **Lifting and tamping of the track.**

3.5 **Profiling of ballast to standard formation**

- 3.6 The profiling of ballast will be done by hand. The main focus will be to recover “lost” ballast with an end product fulfilling all requirements.
- 3.7 The contractor must screen and box in all the lost ballast without contaminating the present ballast formation.
- 3.8 No ballast must be in contact with the rails and must be leveled 25mm below the bottom of the rails.
- 3.9 Replacing broken crossings blocks.
- 3.10 The condition of the track during the work and there after must be in such a condition to allow for the safe passing of trains and for vehicles after the completion of the job.
- 3.11 All vegetation one meter from the toe of the ballast on the sides must be cleared.

B) Cleaning of site

All soil and dirt recovered from the works must be spread out evenly on site. The site must be adequately clean before the contractor leaves the workplace.

4.0 THE SITE

The site is accessible via the T.F.R service road.
No fires what so ever cure allowed to be made on site.

5.0 TO BE SUPPLIED BY SPOORNET

All material will be supplied by the Depot Engineer Isando East and should not be included in the tender rates. New material must be collected daily at the nearest sub-depot and the used material must be returned to the depot.

The sleepers and the crusher run will be available on site.

All surplus material or damaged material must be accounted for. Material not accounted for will be for the Contractor’s account. It will be the responsibility of the contractor to place all released material in bundles, after each working day.

6.0 TO BE SUPPLIED BY THE CONTRACTOR

The Contractor must supply all labour and equipment including a qualified Track Master and qualified flagmen, ballast forks, spades, vehicles and fuel etc. for the duration of the contract.

7.0 PRIORITY AND ORDER OF WORK

7.1 Commencements and Duration of Contract

7.1.1 Starting date

- 7.1.1.2 The Contractor shall start work on 01 MAY 2011 or as soon as possible afterwards. The Contractor must state in his tender what the earliest possible commencement date will be.
- 7.1.2 Duration of contract
- 7.1.2.1 The contract will commence on the start date and continue for a period of 3 months.
- 7.1.3 Schedule and program of work.
- 7.1.3.1 The Contractor shall commence work according to a work schedule that will be provided after award of the contract. The program will be provisional and may change as required by the T.O. after consultation with the Contractor.
- 7.2 Production rate.
- 7.2.1 When upgrading a level crossing the Contractor shall be required to complete a minimum of one (1) level crossing per day on average and checked on a monthly basis.
- 7.3 Penalties
- 7.3.1 If the Contractor fails to complete the work by the agreed date of completion, a penalty of R 2,000 per day will be paid for each day or past thereof completion date.
- 7.3.2 If the Contractor delays a train during an occupation he will be charged R500 or a portion thereof for every hour of the delay,
- 7.4 Track under construction.
- 7.4.1 The operation shall furthermore be programmed to allow, trains to travel at 30 km/h over the total length of track already worked on and not finally handed over. The occupation granted will be between trains.
- 8.0 DETAIL OF WORK REQUIRED**
- 8.1 Order of Work
- The order of operations is left to the Contractor with the provision that: -
- 8.1.1 T.F.R will supply all fastenings, sleepers and level crossing blocks that may be required. T.F.R will also supply all warning boards and mast poles as required at each level crossing.
- 8.1.2 Any Per way material off-loaded in the section before, or left in the section after any shift shall be adequately secured to prevent unauthorized persons tampering with this material. The Contractor at his own cost shall replace any material lost whilst lying in the section. Both the T.O. and the Contractor's representative shall make an audit of this material after the end of every shift, and again before the commencement of the following shift.
- 8.2 Preparation of track for upgrading of level crossings.
- 8.2.1 The Contractor shall provide all resources and labour to do all preparations on the track on which

work is required.

8.3 Upgrading of level crossings shall include the following activities.

8.3.1 Screening of the level crossing to a maximum depth of 300 mm from the bottom of the sleeper.

8.3.1 Replacing of all damaged crossing blocks, sleepers and rail-to-sleeper fastenings within the level crossing.

8.3.2 Lifting and tamping of the level crossing. Tamping must be carried out to at least “B” standard

8.3.3 Repairing of track gauge to at least “B” standard.

8.3.4 The coal or soil must be removed completely from the rail web.

8.4 Sleeper replacement and associated works

8.4.1 The Contractor shall provide all resources and labour to do all preparations on the track on which work is required.

8.4.2 On all sleeper types the Contractor shall box out ballast sufficiently to remove the sleeper. Ballast shall be boxed in again and the ballast profile reinstated to a proper profile as required by the T.O, after sleeper replacement is completed. The ballast must be tamped with a hand held tamper or the equivalent to remove slack and reinstate the track to ‘A’ standard. No more than the length of track associated with two day’s work shall be boxed out at any one time.

8.4.3 The Contractor shall inspect each section to be worked on and advise the T.O. timeously of any problems there could hinder the production and affect the work to be done.

8.4.4 The Contractor shall provide resources and perform all other preparatory work necessary to allow work to proceed in a safe and efficient manner.

8.4.5 The Contractor must re-tamp the track where sleepers were replaced after 3 days i.e. after consolidation, to re-align it. The track will only be handed over to T.F.R in ‘A’ standard.

8.5 Replacing of Fastenings

8.5.1 Preparation of track for rail-to-sleeper fastening replacement

8.5.2 The Contractor shall provide all resources and labour to do all preparations on the track on which work is required.

8.5.3 On Fist sleepers the Contractor shall box out ballast sufficiently to undo the Fist fastenings. On Pandrol sleepers penetrating fluid must be sprayed on the fastenings to allow easy removal of the springs that have rusted. This must be done at least two weeks in advance.

8.5.4 Ballast shall be boxed in again and the ballast profile reinstated as before, after all work is completed. No more than the length of track associated with two day’s work shall be boxed out at any one time.

8.5.5 The Contractor shall inspect each section where fastenings will be replaced to do proper preparation work before commencing with the works.

- 8.5.6 The Contractor shall provide resources and perform all other preparatory work necessary to allow the replacement process to proceed in a safe and efficient manner.
- 8.5.7 No separate payment shall be made for this and the costs thereof shall be deemed to be included in the rates tendered.
- 8.5.8 No damage to the material while replacing fastenings is allowed. If it is in the view of the T.O. that the Contractor was negligent and did not take enough precaution to prevent damage to Spoornet property and replacing of such material will be at the Contractor's cost.
- 8.6 Offloading and distribution of Ballast
- 8.6.1 On Fist type sleepers the Contractor shall box out the ballast sufficiently to be able to undo rail-to-sleeper fastenings.
- 8.6.2 On Pandrol type sleepers the Contractor shall remove excess ballast from sleepers or rail foot sufficiently to be able to undo rail-to-sleeper fastenings.
- 8.6.3 After working, all available ballast shall be boxed-in and regulated to the ballast profile as before.

10 SAFETY

- 10.1 The Contractor shall comply with requirements of safety legislation and regulations in all respects.
- 10.2 Security for all of the Contractor's staff, vehicles, Machinery, equipment and materials 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.
- 10.3 The Contractor shall prepare and submit to T.F.R at the start of the Contract, a comprehensive safety plan which shall also cover the following headings:
- 10.4 Safety procedures for staff when working on double line sections.
- 10.4.1 Safe working procedure for all aspects of the operation, inclusive of all moving of Machinery.
- 10.5 The method of work shall be such that at all times it shall comply with T.F.R Specification E7/1.
- 10.6 Normal protection measures in accordance with the T.F.R Protection Manual shall apply.
- 10.7 All protection arrangements shall at all times remain under the supervision and responsibility of a T.F.R track master or track inspector.



- 10.8 The Contractor shall supply his own flagmen for the protection process. T.F.R shall train a maximum of 8 flagmen at no cost to the Contractor, and the Contractor must indicate the number of flagmen to be trained in his tender. All additional training of flagmen shall be for the Contractor's own account.
- 10.9 The Contractor shall appoint a person at every work site whose sole task shall be to be on the lookout for approaching rail traffic. This employee shall operate an audible warning device to timeously warn all people on the work site of approaching rail traffic. See clause 9.10 for Safety Procedure.
- 10.10 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.
- 10.11 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 before work proceeds.
- 10.12 No separate payment shall be made for this and the costs hereof will be deemed to be included in the rates tendered.

A) Training

(a) General.

- i. The Contractor shall ensure that all staff working on or with the contract is adequately trained, so as to comply with any relevant safety and quality requirements.
- ii. It is the Contractor's responsibility to ensure that his staffs are trained. At the commencement of the contract, T.F.R shall assist the contractor with the initial on-the-job training for the staff as specified below, so as to assist the Contractor to qualify the worker's / staff

(b) Training of Flagmen:

- i. *Flagmen* used, may be either T.F.R employees or employees of the Contractor.
- ii. Where flagmen are required to be provided by the contractor, the appropriate training for the flagmen can be provided by Spoornet at the start of the contract.
- iii. Where T.F.R requires flagmen to be trained, the pre-requisites for such persons to qualify for training shall be basic literacy skills and Basic English language ability.
- iv. *Flagmen* must be officially trained, evaluated and certified competent, (T.F.R 407 – Item Number 37/270451 - "Certificate of Competency") by a designated competent person, before being used on protection duties. This certificate of competency shall remain valid for one (1) year only after, which re-testing and re-certification of competency will be required.

v. In cases where a person was not performing flagmen duties for a period of 6 months or longer, he must be re-tested and again be re-certified competent, before he may be re-used for Protection Duties.

vi. The T.F.R Depot Engineer remains ultimately responsible in terms of the requirements of Act 85 for the safe working environment of his own personnel as well as contractor's personnel within the track maintenance environment on his depot.

vii. The Project Manager is therefore also responsible for ensuring that any changes in the Protection Procedures that may occur over time are effectively communicated to any flagmen prior to them being used for Protection Duties

11.0 Financial

11.1 Proportional rate Payment.

11.1.1 If the Contractor does not meet the minimum production rate (clause 6.1), T.F.R reserves the right to either reduce payments on a proportional rate basis on all production related rates in accordance with the actual production rate or to cancel the contract with immediate effect.

11.2 Value Added Tax.

11.2.1 The tendered rates in the schedule of quantities and prices must exclude VAT. VAT will be calculated and added to the total of the monthly payment.

11.3 Security Deposits and Retention Money.

11.3.1 No Security deposits required. Retention money of 10 % of the invoice amount will be recovered from each and every certificate throughout the duration of the contract. These monies will be released with the certificate of completion.

11.4 Site Establishment.

11.4.1 Only one (1) payment shall be made for the establishment of site. Any re-establishment within the depot area will not be paid for. No other payments will be made for Preliminary, General and Site Establishment.

11.5 Schedule of Quantities and Prices.

11.5.1 The quantities in the Schedule of Quantities and Prices are estimated and may be more or less than stated.

12.0 Site conditions and requirements

12.1 Access to Work site

12.1.1 The Contractor may make use of existing roads to gain access to site.

12.1.2 T.F.R will however not be responsible for ensuring all weather passage to the Contractor.



12.1.3 T.F.R will entertain no claims from the Contractor for production delays work done or expenditure incurred in gaining access to the work sites.

12.2 Site Books

In addition to clause 13.3 of the E.5 (M.W.) (November 1996) the Contractor shall record in the site diary and site instruction book:-

12.2.1 Planned Occupation times and Actual Working times - including all time lost attributable to T.F.R.

12.2.2 Details of performance and operational availability of the Machinery.

12.2.3 An accurate record of all material truck numbers (received and dispatched), material received, issued, installed in track, and released from track or material returned to T.F.R shall be kept. These records shall be kept in such a way that a clear audit trail is created of all material movements onto site, on site and removal from site.

12.2.4 Details of plant, machinery and labour on site shall be recorded signed by the Contractor's representative and countersigned by the T.F.R representative on a daily basis. Insofar as machinery is concerned this shall include model, type, number. Insofar as labour is concerned it shall include grade and number.

12.2.5 A Site Instruction book must be available on site at all times for the use of the T.O. and the Contractor.

12.3 Site Meetings

12.3.1 The Contractor shall attend meetings at dates and times convened by the T.O. (normally once a week). Such meetings shall be for the purpose of discussing actual progress versus initial programme, delays, materials, conditions and specifications, etc. The meeting will be held under the chairmanship of the T.O. and minutes of the proceedings will be captured on the site instruction book.

12.4 Danger of Contact with Electrical Conductors

12.4.1 The majority of the work will take place under or adjacent to electrified lines. Campsites, offices and workshops facilities within the railway reserve will generally be in close proximity of live electrical equipment.

12.4.2 The Contractor's attention is therefore drawn to the instructions laid down in the specification for Works on, over, under or adjacent to Railway lines and near high voltage equipment - E7/1 (July 1998).

12.4.3 The Contractor shall, before commencing with any work, ascertain from the appointed Electrical Officer (Contracts) for the particular work area whether overhead or other electrical equipment are affected by the works and he shall ensure that all precautionary measures laid down in the E7/1 (July 1998), and by the Electrical Officer (Contracts) are strictly observed.

12.5 Services

12.5.1 The Contractor shall inspect each worksite in advance of the day of the occupation for the presence of services that might interfere with the operation. In the event of the Contractor encountering any services that could affect the works, he shall notify the T.O. immediately and make arrangements for the removal thereof as specified in clause 5 of the E.5 (M.W.) (November 1996).

13.0 Occupations

13.1 The T.O. will realistically arrange in between trains occupations. These will guarantee a minimum 5 hours of time available on track.

13.2 The Contractor shall however allow that: -

13.2.1 Before the end of any shift the commencement time (\pm 1 hour) and duration of the following occupation will be advised in writing.

13.2.2 Any adjacent track will run normal train services at normal section speed. The Contractor will be required to apply his Safety Procedure in order to safeguard his employees against the danger of normal rail traffic passing close by on the adjacent line.

14.0 To be supplied by the Contractor

14.1 Except where otherwise specified, the Contractor shall at his own cost provide all labour, transport, consumable stores, (including fuel) plant, panpullers, fist fastening tools, other tools and equipment, services, materials and ingredients of every description required for the carrying out and completion of his contractual obligations and to the satisfaction of the T.O. This shall specifically include:

14.2 Safety Procedures.

14.2.1 Complete Safety procedures as per clause 4.7.

14.3 Flagmen.

14.3.1 A minimum of 3 Flagmen are to be provided by the Contractor for the protection of each work site.

14.4 Machine and Labour schedules.

14.4.1 The Contractor in his tender shall supply accurate and comprehensive details of all staff and Machinery, which will be available on site for the welding and upgrading of turnouts operation.

15.0 To be supplied by T.F.R

15.1 Spoornet will supply all permanent way materials i.e. sleepers and fastenings for the execution of the works. It will be available at Sentrand materials store.

15.2 Care of material Supplied by T.F.R

15.2.1 Additional to Clause 11.5 of the E.5 (M.W.) (November 1996), should lost material be replaced by T.F.R, the value of the material plus the cost of transport, including railage at the normal tariffs applicable to the public, will be deducted from any moneys payable to the Contractor.

16.0 Rain and adverse weather conditions

16.1 The Contractor shall allow in his tender that weather conditions may adversely affect his rate of progress and plan his progress as well as plant and labour capacity accordingly.

16.2 The risk for loss in production due to normal weather prevailing for the area shall be on the Contractor. In the event of abnormal weather conditions prevailing, the onus for proof shall be on the Contractor and T.F.R shall consider a claim upon written proof submitted by the Contractor.

17.0 Supporting documents

17.1 The following specifications and documents shall, inter-alia, form part of this Specification:

17.1.1 General Conditions of Contract E5 (MW) (November 1996)

17.1.2 Spoornet's Manual for Track Maintenance (2000)

17.1.3 Specification for Railway Trackwork E10 (1996)

17.1.4 Spoornet's Safety Guidelines for Infrastructure (April 2000)

17.1.5 Specification for works on, over, under or adjacent to railway lines and near high voltage equipment E7/1(July 1998)

17.1.6 Act 85 of 1993

18.0 Precedence of contract documents

18.1 In the event of any discrepancy or inconsistency between contract documents, the order of precedence shall be.

18.1.1 Contractor's letter accompanying his tender and subsequent correspondence.

18.1.2 Project specification together with particular drawings.

18.1.3 E.5 (M.W.) (November 1996) General Conditions of Contract for Maintenance of Assets.

18.1.4 Standard or type drawings.

18.1.5 Standard specifications, i.e., E7/1 (July 1998), E4E (April 1997) and E10 Specification for Track work, Manual for Track Maintenance (2000) referred to as MTM (2000), Spoornet Specification for Welding (SSS), Spoornet Safety Guidelines for Infrastructure.

19.0 Measurement and payment

19.1 ITEM 1: Payment shall be made against this item for the replacement of Fist fastenings.

19.1.1 Boxing in and out of ballast before and after the replacement of fastenings will be deemed to be included in the rates tendered for fastener replacement.

- 19.1.2 The rates tendered shall include the cleaning of the rail seat before placement of the new pads. It shall also include for the off-loading and distribution of new fastenings as well as putting old springs into bundles and placing old pads into bags before delivering to the nearest yard.
- 19.2 ITEM 2: Payment shall be made against this item for the replacement of all Pandrol fastenings.
- 19.2.1 The boxing in and out of ballast before and after the replacement of fastenings will be deemed to be included in the rates tendered.
- 19.2.2 The payment shall include the cleaning of the rail seat before placement of the new pads. It shall also include for the off-loading and distribution of new fastenings as well as putting old springs into bundles and placing old pads into bags before delivering to the nearest yard.
- 19.3 ITEM 3: Payment for the screening of open track sections shall be paid for under this item.
- 19.3.1 Screening of track will be independent from the replacement of sleepers.
- 19.3.2 Screening of track will be paid for differently depending on the depth below the sleeper level screened by the contractor. The depths are measured from the bottom of the sleeper.
- 19.3.3 Screening is required to be a minimum of 2 metres wide either side of the centre line of the track.
- 19.4 ITEM 4: Payment shall be made for the boxing out of ballast and boxing in of excess ballast on Fist, Pandrol and timber sleepers, paid for per sleeper boxed out and in again.
- 19.4.1 Payment shall also be made against the relevant rate under ITEM 7.1 for boxing in of ballast and trimming the ballast profile as per Contract Specification on sections where excess ballast is available.
- 19.4.2 This rate shall apply where excess ballast was already available before the start of the work under the Contract.
- 19.4.3 ITEM 4.2: Offloading of ballast wagons
- 19.4.4 Payment shall be made for the offloading of ballast wagons and boxing in the ballast offloaded from wagons afterwards.
- 19.4.5 No payment for this work shall be made unless prior approval has been given by the T.O.
- 19.5 ITEM 5: Payment for excavating of channel drains will be made against this Item.
- 19.5.1 The minimum depth and width of channel drains shall be 350 mm and 500 mm respectively before payment is considered.
- 19.6 ITEM 6: All painting work will be paid for against this item
- 19.6.1 ITEM 6.1: The painting of all tumblers will be paid against this item.
- 19.6.2 ITEM 6.2: The painting of all clearance markers will be paid against this item

- 19.7 ITEM 7: Payment shall be made separate for material transported under ITEM 7.1 and 7.2 of the Schedule of Quantities.
- 19.7.1 Transporting of material by trolley on the track to a work site shall be paid against ITEM 7.1. Each trip shall be equivalent to moving 10 sleepers for 100 m.
- 19.7.2 Transporting of new sleepers, fastenings and all other material to and from the work site, by a 7 ton truck will be paid against ITEM 7.2.
- 19.8 ITEM 8: Payment per operation-hour for standing time will be made if Spoornet is not able to provide the guaranteed amount of occupation time.
- 19.9 ITEM 9: Payment per operation-hour will be made if the Contractor works for longer than the Normal Working Hours. Overtime shall only be worked in exceptional cases.
- 19.9.1 Overtime shall not be paid unless the T.O. prior to the Overtime being worked has given written approval after consultation with the Project Manager.
- 19.9.2 The rates for Overtime shall be inclusive for the yard maintenance operation as a whole.
- 19.10 ITEM 10: Normal Shift Allowance (not exceeding Normal Working Hours) will be paid for one shift of 8.0 hours worked in accordance with Normal Shift Working. See clause 5.6.
- 19.10.1 The rates for Normal Shift Working (not exceeding Normal Working Hours) shall be inclusive for the yard maintenance operation as a whole.
- 19.11 ITEM 11: Day works (not exceeding Normal Working Hours) shall be paid for against this item. This rate shall be per operation hour worked by the Contractor's personnel for work requested by Spoornet.

SECTION 5

RFQ NUMBER CRAC- EFQ- 07324

UPGRADING OF LEVEL CROSSING AT SPRINGS AND SENTRARAND

SCHEDULE OF QUANTITIES

Section 1

SCHEDULE OF WORK AND PRICES				
DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
1. Removal of old level crossing blocks on single line level crossing		per/level crossing		
2. Removal of old level crossing blocks on double line level crossing		per/level crossing		
3. Screening of ballast		per/level crossing		
4. Insertion of warning boards		Each		
5. Profiling of the ballast		per/level crossing		
6. Replacing of old level crossing concrete blocks		per/level crossing		
7. Replacement of old sleepers with P2 concrete blocks		Each		
8. Final lifting and tamping of the track after three days		Meter		
(Refer to clause 3.1 for all of above)				
TOTAL CARRIED FORWARD TO SUMMARY				

NOTE: The quantities given are provisional and are included for the sole purpose of evaluating the tender amount. These quantities may be altered, if necessary, on the sole discretion of the Engineer.

SECTION 2: General

ITEM NO	TYPE	LOCATION	DESCRIPTION	UNIT	QUANTIT Y	RAT E	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

TOTAL FOR SCHEDULE OF QUANTITIES	R
ADD 14% VAT	R
TOTAL FOR TENDER	R

Respondent's signature _____

Date and company stamp _____

SECTION 6

RFQ NUMBER CRAC- EFQ- 07324

UPGRADING OF LEVEL CROSSING AT SPRINGS AND SENTRARAND

RETURNABLE DOCUMENTS

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

	Returnable Schedules / Documents	YES/NO/N/A	
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 BBBEE 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 BBBEE 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	

SECTION 7

RFQ NUMBER CRAC- EFQ- 07324

UPGRADING OF LEVEL CROSSING AT SPRINGS AND SENTRARAND

SUPPLIER DECLARATION FORM

The Financial Director or Company Secretary

Transnet Vendor Management has received a request to load your company on to the Transnet vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (SDF) on page 2 of this letter
2. Copy of cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBEE certificate and detailed scorecard from an accredited rating agency (ABVA Member).

NB:

- **Failure to submit the above documentation will delay the vendor creation process.**
- *Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.*

IMPORTANT NOTES:

- a) **If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company AND/OR BBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent ABVA Member), should you feel you will be able to attain a better BBEE score.
- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBEE level based on any 4 of the 7 elements of the BBEE score-card, please include your BEE certificate in your submission as confirmation of your status.
NB: BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent ABVA Member).
- c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.
NB: BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent ABVA Member).
- d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.

- f) Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.

Regards,
 Transnet Vendor/Supplier Management *[please substitute this with your relevant Transnet department before sending this document out]*

Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)		< R5 Million		R5-35 million		> R35 million	
Does Your Company Provide		Products		Services		Both	
Area Of Delivery		National		Provincial		Local	
Is Your Company A Public Or Private Entity		Public		Private			
Does Your Company Have A Tax Directive Or IRP30 Certificate		Yes		No			
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							

BEE Ownership Details					
% Black Ownership		% Black women ownership		% Disabled person/s ownership	
Does your company have a BEE certificate			Yes	No	
What is your broad based BEE status (Level 1 to 8 / Unknown)					
How many personnel does the firm employ		Permanent		Part time	

Name of person procuring your services/products		
Contact number		
Transnet operating division		

Duly Authorized To Sign For And On Behalf Of Firm / Organization			
Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oath			
Name		Date	
Signature		Telephone No.	

NB: Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products.

Internal Transnet Departmental Questionnaire (for office use only)

NB: "Once-off vendor" will only be created for extraordinary circumstances, i.e. derailments and other emergency situations. Note that only one (1) purchase order must be created against a "once-off vendor". Should the need arise to use a "once-off vendor" again, then an updated SDF together with the required documentation, is required for a "trade vendor" to be created

Section 1: To be completed by the Transnet Requesting / Sourcing Department											
Vendor Name						Vendor Number					
TFR		TRE		TPT		TPL		TNPA		TCP	TRN
Create		Unblock		Amend		Extend		Once-Off / Emergency Request			
Supplier's trading name											
Supplier's registered name											
Please indicate if the Supplier has a contract with sourcing Transnet OD								Yes		No	
If yes please submit / furnish details of such a contract (together with the SDF)											

a) What is being procured from the supplier?				
i. Products only	Yes		No	
ii. Services only	Yes		No	
iii. Labour only	Yes		No	
iv. Mix of services and products	Yes		No	
v. Mix of services and labour	Yes		No	

b) If your answer is **YES** to questions II, III, IV or V in paragraph **a)** above, please indicate whether the relevant **PAYE questionnaires** have been forwarded to the appropriate **Transnet Operational Divisions'** decision making bodies / **Strategic Supply Management** team for a directive /decision on tax withholding from payments to this supplier.

Yes		No	
-----	--	----	--

c) If your reply to (b) is "NO", please furnish reasons :

d) Advise on the Detailed Procurement Process (DPP) / Procurement Mechanism that was followed (Please also take into consideration the revised P2P value/strategy as set out in the Weekly News Bulletin dated 6 October 2008 on the Intranet)

Name	Grade	Date								Signature
		Y	Y	Y	Y	M	M	D	D	

Section 2: To be completed by the BEE Department (this section is for Confirmation/Determining of

NARROW BASED (NB)				BROADBASED (BBBEE)				
BEE O/S	BWBE	DPBE	MR	CONTB. LEVEL	EME: <R5m	QSE: >R5m <R35m	LARGE: >R35m	VALIDITY DATE

Name	Grade	Date								Signature
		Y	Y	Y	Y	M	M	D	D	
		Y	Y	Y	Y	M	M	D	D	

Section 3: To be completed by Supplier Management

I hereby approve disapprove this application

Name	Grade	Date								Signature
		Y	Y	Y	Y	M	M	D	D	
Vendor Number	Date captured on SAP							Recon Account		

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SECTION 8

RFQ NUMBER CRAC- EFQ- 07324

UPGRADING OF LEVEL CROSSING AT SPRINGS AND SENTRARAND

GENERAL TENDER CONDITIONS OF CONTRACT (CSS5 – SERVICES)

Refer Document attached hereto

“PREVIEW COPY ONLY”

SECTION 9

RFQ NUMBER CRAC- EFQ- 07324

UPGRADING OF LEVEL CROSSING AT SPRINGS AND SENTRARAND

STANDARD TERMS AND CONDITIONS OF CONTRACT (US7 – SERVICES)

Refer Document attached hereto

“PREVIEW COPY ONLY”

SECTION 10

RFQ NUMBER CRAC- EFQ- 07324

UPGRADING OF LEVEL CROSSING AT SPRINGS AND SENTRARAND

NON DISCLOSURE AGREEMENT

Refer Document attached hereto

“PREVIEW COPY ONLY”

SECTION 11

RFQ NUMBER CRAC- EFQ- 07324

UPGRADING OF LEVEL CROSSING AT SPRINGS AND SENTRARAND

SUPPLIER CODE OF CONDUCT

Refer Document attached hereto

“PREVIEW COPY ONLY”



delivering on our commitment to you

Suppliers Code of Conduct

“PREVIEW COPY ONLY”



Respondent's signature

Date and company stamp

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 anti-trust 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.



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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 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**