



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

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER HOAL- SSF 6765

THERMIT WELDING OF 600 JOINTS AT SASOLBURG AND LEEUHOF YARD

ISSUE DATE : 19 OCTOBER 2010
CLOSING DATE : 02 NOVEMBER 2010
OPTION DATE : 28 DECEMBER 2010
CLOSING TIME : 10H00 A.M
BRIEFING DATE : 25 OCTOBER 2010
VENUE : ISANDO
TIME : 10h00
DATE : 25 October 2010

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

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 HOAL- SSF 6765

THERMIT WELDING OF 600 JOINTS AT SASOLBURG AND LEEUHOF 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**

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SECTION 1
RFQ NUMBER HOAL- SSF 6765**THERMIT WELDING OF 600 JOINTS AT SASOLBURG AND LEEUHOF YARD****NOTICE TO BIDDERS**

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

On or after 19/10/2010 HOAL –SSF- 6795 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, and 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 : **ISANDO**
Time : **10h00**
Date : **25 October 2010**

NAME : **Sandiswa Ngcwangu**
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:

Tender No	: HOAL- SSF- 6765
Description	: THERMIT WELDING OF 600 JOINTS AT SASOLBURG AND LEEUHOF
Closing date and time	: 02 NOVEMBER 2010 at 10h00
Closing address (refer options below)	

**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.

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 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.

2 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 [02 / November / 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 Programmed 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 BBEE companies must state in their Tenders / Proposals the percentage of the total contract value which would be allocated to such BBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBEE 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 BBEE 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 BBEE Certificate and Detailed Scorecard will result in a score of zero being allocated for BBEE evaluation.

Turnover: Indicate your company's most recent annual turnover:

R.....

- 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.

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.

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

DTI BBEE UNIQUE PROFILE NUMBER:

.....

Failure to submit your BBEE information in terms of the above-mentioned clauses 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**



SECTION 2

REQUISITION FOR QUOTATION

RFQ NUMBER HOAL- SSF 6765

THERMIT WELDING OF 600 JOINTS AT SASOLBURG AND LEEUHOF YARD

REQUISITION FOR QUOTATION

MESSRS:

.....

.....

.....

Tel (011)

Fax (011)

ISSUE DATE **19/10/2010**

CLOSING DATE **02/11/2010 (10h00)**

SUPPLY CHAIN SERVICES
Contact: Sandiswa
Tel: (011) 570-7125

Prices in South African currency, including all costs.	
Direct to consignees	
ITEM NO:	DESCRIPTION
1	Thermit Welding of 600 Joints at Sasol burg and Leeuhof Yard
Total price for the project	
2.Prices must be V.A.T. exclusive	
3. Direct delivered to:	
4.Contact person:	Sandiswa Ngcwangu 011 570 7125 / 011 584 1129

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

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"

7.2.2.1 Technical capacity

7.3."BBBEE"

7.3.1.Provide BBBEE level Certification

SIGNATURE OF TENDERER: _____

Date: _____

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SECTION 3

RFQ NUMBER HOAL- SSF 6765

THERMIT WELDING OF 600 JOINTS AT SASOLBURG AND LEEUHOF YARD

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

PROJECT SPECIFICATION

THERMIT WELDING OF RAIL JOINTS AT LEEUHOF AND SASOLBURG YARD ON THE LINES OF THE ISANDO CENTRAL INFRASTRUCTURE MAINTENANCE DEPOT

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PART A

GENERAL

RFQ NUMBER HOAL- SSF 6765

THERMIT WELDING OF 600 JOINTS AT SASOLBURG AND LEEUHOF YARD

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PART A GENERAL

RFQ NUMBER HOAL- SSF 6765

THERMIT WELDING OF 600 JOINTS AT SASOLBURG AND LEEUHOF YARD

A.1. SCOPE OF WORK

A.1.1 Nature of work

This specification covers Thermit welding of rail joints at Leeuhof and Sasol burg yard on the railway lines of the ISANDO CENTRAL Infrastructure Maintenance depot. The maintenance work to be performed will mainly consist of the Thermit welding of rail joints on the ISANDO CENTRAL.

A.1.2 Location of sites and access

The area covered by this contract will be the lines maintained by the Isando Central Infrastructure Maintenance depot as indicated on the line diagram attached in Part J. Access to the various sites is by means of existing service roads.

A.2. INTERPRETATION

Transnet Freight Rail	Means Transnet Freight Rail which is a business unit of Transnet Limited referred to as the Employer.
Sub-Contractor	Means any Sub-Contractor (Rehabilitation, maintenance, emergency) who undertakes to complete works .
Project manager	For the purpose of this tender, Project manager means the person appointed by the Employer, as his representative, to exercise superintendence and control over the work performed by the Contractor.
Contract Manager	Means the person appointed by the Contractor, as his representative, to assume responsibility for performance of the duties and obligations of the Contractor.
Technical officer	Means any representative appointed from time to time by the Project manager. Appointment of these representatives shall be in writing.
Supervisor	Means the person appointed by the Contractor to oversee the completion of the works on site.
Standing time	Means the time the Contractor is delayed due to the causes of Transnet Freight Rail.
Project Specification	Means any document titled Project Specification, Special Conditions and Specifications, Special Conditions, or Specifications, or Main Specification forming part of the documents constituting the Agreement, and which stipulates the special provisions and specifications pertaining to the performance of the Work(s).

Normal Working-hours	Means the hours of work prescribed for Transnet employees as employed at the Work(s).
Site	Means the land and any other place on, under, over, in or through which the Work(s) is to be executed or carried out.
Work(s)	Means the work to be performed in terms of the agreement or the completed structure(s), building(s) or installation(s) to be provided in terms of this Agreement.

A.3. CONTRACT PERIOD

- A.3.1 **This contract shall commence on theand end on.....**
- A.3.2 **The duration of this Contract shall be for months. No work shall be done over weekends without the prior approval of the Depot Engineer.**

A.4. CONTRACT PRICE AND ADJUSTMENT FACTOR

- A.4.1 Value-added tax in terms of Act number 89 of 1991 shall not be included in the tendered rates.

A.5. MAINTENANCE PROGRAM

- A.5.1 A Schedule of work will be provided by the Project Manager (or his deputy), depicting the priorities for the various works / items. The schedule of work is attached in Part E.
- A.5.2 This program must be used by the Contractor to arrange his monthly maintenance program in conjunction with the Project Manager (or his deputy) as soon as occupation requests and construction trains are involved.
- A.5.3 The Contractor shall acquaint himself with the occupations requested and ensure that the labour is sufficient for the task at hand.

A.6. OCCUPATIONS

- A.6.1 The technical officer will direct a notice for occupation for three weeks in advance. The duration and type of occupations will clearly be stated in the notice. Type and duration of occupation must be discussed with Project manager and Contractor before applying for occupations.
- A.6.2 Occupations will be either total or between-train occupations. In some instances like working in yards, no occupation will be required at all.
- A.6.3 The project manager however, reserves the right to alter occupations applied for, to suit the train plan and occupations applied for by others.
- A.6.4 No overtime shall be worked except during emergency situations or when approved by the Depot Engineer.
- A.6.5 No occupations shall be arranged on Sundays and Public Holidays, unless otherwise agreed.

A.7. PROTECTION OF WORKPLACES

- A.7.1 Protection of the workplace will be done by flagmen supplied by the Contractor. The contractor shall ensure that the protection is set out before the work commences.
- A.7.2 All occupations of the track shall be requested by the Project manager (or his representative) and finalized as a joint exercise between the Contractor and the project manager.
- A.7.3 Although the personnel for protection are supplied by the contractor, the **responsibility lies with TFR (Transnet Freight Rail)** to ensure that it is in place and the area is safe for execution of the work.



A.8. SITE BOOKS

- A.8.1 The Contractor shall provide a triplicate site diary and site instruction book.
- A.8.2 The site instruction book shall be for the sole use of the project manager or his appointed representative.
- A.8.3 The site diary shall be completed by the Contractor with detail description of work done on a daily basis. Detail regarding plant, labour and resources used must also be recorded in the site diary.

A.9. COMPLIANCE WITH STATUTES AND SAFETY RULES

- A.9.1 The Contractor shall comply with all applicable legislation and Transnet safety rules which shall be entirely at his own cost, and which shall be deemed to have been allowed for in the rates and prices in the Contract.
- A.9.2 The Contractor shall, in particular, comply with the following acts:
- The Compensation for Occupation Injuries and Diseases Act no. 130 of 1993; the Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the act.
 - The Occupational Health and Safety Act (Act 85 of 1993). The Contractor in terms of section 37(2) of Act 85 deemed to be an employer in his own right with duties as prescribed in the said Act and agrees to ensure that all work will be performed, and machinery and plant used, in accordance with the provisions of the said Act in respect of all persons in his employ, other persons on the premises or the site or place of works or on the works to be executed by him and under his control in terms of the contract. According to section 37(2) (Act 85 of 1993) the agreements in this contract and all documents attached or referred to, form an integral part of the arrangements and procedures mentioned in the aforementioned section.

A.10. INDEMNITIES AND INSURANCE

- A.10.1 The Contractor shall take every precaution not to cause damage to property or injury to any person as a result of his execution of the work.
- A.10.2 **Transnet Freight Rail will insure the Contractor against all legal liabilities which may arise from the accidental death of or injury to third party persons and/or accidental loss of, or damage to third party property in the course of the Contractor's execution of the Work.**
- A.10.3 The insurance policy will be for an indemnity limit as stated in the policy and will be maintained in force during the entire period of the contract.
- A.10.4 The contractor shall be responsible for payment of the amount(s) stated in the policy as being deductible.
- A.10.5 The insurance to be provided in terms of clause A11.2 will have a cross liabilities cover in respect of which each party shall be separately indemnified in respect of claims made by any one of them against the other as though a separate policy has been issued to each of them.
- A.10.6 The Contractor shall insure against loss of or damage to his own machinery, tools, equipment, materials and site establishments and any consequential financial losses arising from such damage. This insurance is to be maintained in force during the entire period of the contract.
- A.10.7 The contractor shall likewise arrange his own insurance in respect of motor vehicle liabilities and employer's common law liabilities of the Contractor.

A.11. SITE FACILITIES

- A.11.1 The Contractor shall arrange for his own site office and facilities.
- A.11.2 Pitching of a tool shed on TFR (**Transnet Freight Rail**) premises will be allowed where available.
- A.11.3 The contractor shall make his own arrangements for accommodation of his employees and all costs shall be included in his rates tendered.
- A.11.4 The accommodation of his employees shall be in accordance with the requirements of the Local Authorities.

- A.11.5 No accommodation is allowed within the boundaries of **TFR**, unless otherwise arranged and agreed with Project Manager. If accommodation is provided in **TFR** boundaries, the Contractor shall arrange for proper sanitation facilities.

A.12.

A.13. MEASUREMENT AND PAYMENT

- A.13.1 No escalation will be accounted, however rates will be reviewed once per year before April of each year and changes be made on mutual agreement.
- A.13.2 All measurements to ascertain the monthly progress of the work shall be undertaken by the Contractor and checked by the Project Manager (or his representative). The Contractor may be called upon to present his quantity calculations for each item at the discretion of the project manager.
- A.13.3 The amounts tendered in the Schedule of Quantities and Prices shall include for all labour, plant, materials and equipment required to provide, construct or undertake the work as specified in the schedule of works (Part E).

A.14. APPLICABLE SPECIFICATIONS

The following specifications shall be regarded as being embodied in the specification.

- A.14.1 E4B : Minimum communal health requirements in areas outside the jurisdiction of a Local authority.
- A.14.2 E4E : Safety arrangements and procedures compliance with the occupational health and safety act; act 85 of 1993 and regulations.
- A.14.3 E7/1 : Specifications for works on, over and adjacent to railway lines and near high voltage equipment.

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PART B

GENERAL TERMS AND PROVISIONS OF AGREEMENT (PERFORMANCE OF WORK)

RFQ NUMBER HOAL- SSF 6765

THERMIT WELDING OF 600 JOINTS AT SASOLBURG AND LEEUHOF YARD

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PART B

GENERAL TERMS AND PROVISIONS OF AGREEMENT (PERFORMANCE OF WORK)

RFQ NUMBER HOAL- SSF 6765

THERMIT WELDING OF 600 JOINTS AT SASOLBURG AND LEEUHOF YARD

1. APPLICABLE SPECIFICATIONS

- 1.1 E10GEN: General
- 1.2 E10/1 : Laying of rails
- 1.3 E10/2 : Laying of sleepers
- 1.4 E10/5 : Distressing of rails
- 1.5 Manual for track maintenance (June 2000)
- 1.6 Track welding manual (2007) Version 4 herein referred to as TWM

2. EXECUTION OF WORK

The Work shall be carried out by Transnet Capital Projects, RME in a thorough and workmanlike manner and to the satisfaction of the Project Manager.

3. TO BE SUPPLIED BY THE CONTRACTOR:

The Contractor shall supply all necessary labour, tools, equipment, materials and other resources, except for such resources as are to be supplied by the Employer in terms of any special conditions attached hereto.

3.1 Plant and equipment

3.1.1 The Contractor must provide his own vehicles, trolleys, wheelbarrows, handheld equipment like crowbars, shovels and ballast forks, poinjars, stumecs and all other small plant and protective clothing to ensure the proper and safe execution of the work.

4.1 Labour

- 4.1.1 The work to be undertaken by a qualified Track Master or a Welding Supervisor. Proof of his qualification to be presented to the Project Manager.
- 4.1.2 The Contractor to ensure that all workers are equipped with protective clothing and reflective vests and that it is used at all times while executing the work.
- 4.1.3 All workers, as well as supervisors, to undergo the safety and Electrical awareness courses, prescribed by Transnet Freight Rail. The course will be arranged and presented by TFR and the duration is approximately one day for labourers and three days for supervisors.

4. INSPECTION OF SITE

The Contractor shall be held to have satisfied himself, as to the nature of the Work(s), the quantities and materials necessary for completion of the Work(s) and the means of access to the site.

5. SUFFICIENCY OF TENDER

- 5.1 The Contractor shall be held to have satisfied himself, as to the correctness and sufficiency of rates and prices stated in the SLA. These rates and prices shall be sufficient and shall be deemed to cover all the Contractor's obligations under the contract and everything necessary for the proper completion and maintenance of the Work(s).

6. COMPLIANCE WITH STATUTES AND SAFETY RULES

- 6.1 The Contractor shall comply with all relevant legislation and Transnet safety requirements adopted from time to time.
- 6.2 The Contractor undertakes to perform all the obligations and duties of the Employer in terms of the Occupational Health and Safety Act (Act 85 of 1993) and Regulations and shall implement all reasonable and practical arrangements and procedures required in terms of the Act, to ensure the health and safety of all Transnet employees and other persons on the premises or the site or place of the Work(s) to be executed by him and under his control.

7. HOURS OF WORK

The Contractor shall confine his work to normal working hours except when work outside these hours is necessary to suite the Employer's requirements. No additional payment will be made for work performed outside normal working hours, save where such overtime work is ordered by the Project Manager.

8. DELEGATION OF THE PROJECT MANAGER'S POWERS

The Project Manager may delegate in writing to any deputy or other person any of his powers or functions under the Agreement.

9. MATERIALS SUPPLIED BY THE EMPLOYER

- 9.1 TFR will supply all the material required to do the works as specified in the schedule of works and should not be included in the tendered rates.
- 9.2 Should all the material not be available, the task at hand will be postponed until such a date that the material is available.
- 9.3 In the mean time, the contractor will carry on with other work, of which all the material is available.
- 9.4 Should any materials supplied by the Employer, all surplus materials shall be handed back to the Project Manager on completion of the Work(s) and, if so required by the Project Manager, shall be transported by the Contractor to the nearest station or warehouse of the Employer.
- 9.5 Material is to be drawn at the Isando East or Wit bank material store and transported to site by the Contractor. The Contractor will be held responsible for the protection and safe-keeping of the material.

10. EQUIPMENT PROVIDED BY THE EMPLOYER

In the event of any equipment being provided by the Employer to facilitate the carrying out of the Work(s), the Contractor undertakes to return all such equipment after completion to their depot of origin. The Contractor shall make good any loss of or damage to such equipment, whether or not caused by his negligence, except where the damage is due to normal wear and tear.



11. MAKING GOOD LOSS OF MATERIALS

On completion or termination of the Work(s) the Contractor shall be liable for the cost of making good any loss or deficiency in materials supplied by the Employer and not returned or necessarily used in/on the Work(s).

12. CONTRACTOR 'S SUPERVISION

The Contractor shall exercise supervision over the Work(s) at all times when work is performed, and shall be represented by a Contract Manager per depot who shall be competent and experienced in the type of work to be carried out.

13. CARE OF THE WORK(S)

The obligation to take care of and provide custody for the completed Work(s) and everything connected therewith shall rest solely with Contractor who shall take all necessary precautions to prevent injury to persons or damage to property and to protect adjoining properties from trespass or damage during the progress of the Work(s).

14. CONTRACTOR TO CLEAR SITE

After expiry of the maintenance period, and when all making good of defects has been completed, the Contractor shall remove all remaining plant, equipment and material and leave the site in a clean, neat and tidy condition.

15. TERMINATION OF AGREEMENT

Should the Contractor be grossly inefficient or negligent in the carrying out of the Work(s) or should he fail to fulfill any term or condition of the Agreement, the Project Manager shall have the right to declare the agreement cancelled and to invoke any safeguards in favour of the Employer provided in the Agreement.

16. INSURANCE OF THE WORKS AND RELATED RISKS

16.1 Works and Public Liability Insurance will be the responsibility of the Contractor.

17. RESOLUTION OF DISPUTES

17.1 If a dispute of any kind whatsoever arises between the Project Manager and the Contractor in connection with any matter arising out of the Agreement, the matter shall be resolved by way of negotiation between the Senior Management of the parties excluding the Chief Executive Officers.

17.2 If the dispute remains unresolved, the matter shall be referred to the Chief Executive Officers of the relevant Transnet divisions, who shall jointly resolve the matter in the best interests of Transnet.

18 TOLERANCES

All track work to comply with the standards laid down in specification E10 Gen Item 6.

19 HANDING OVER OF WORKPLACES

- 19.1 Handing over of workplaces will be done as the work has been satisfactorily completed. This will happen after the removal of all released and surplus material where applicable.
- 19.2 Handing over inspections will be convened on an ad-hoc base as communicated by both parties. The interval between inspections will at no time exceed two (2) weeks.
- 19.3 The Contractor shall prepare any inspection method as requested by the Project Manager and will be responsible for reinstating the inspected area to the original design thereafter.
- 19.4 All workplaces to be cleared from all debris, track aligned to the 'B' standard and ballast boxed in and trimmed for at least 20 m on both sides of affected area / workplace.

20. MEASUREMENT AND PAYEMENT

Measurement and payment will be in accordance with Item 3.4 of the Service Level Agreement between Transnet Freight Rail and Sub-Contractor. (See Part D)

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PART C

MAINTENANCE SPECIFICATION

RFQ NUMBER HOAL- SSF 6765

THERMIT WELDING OF 600 JOINTS AT SASOLBURG AND LEEUHOF YARD

<u>CLAUSE</u>	<u>CONTENTS</u>	<u>PAGE NO'S</u>
1. SCOPE OF WORKS		16
2. EXOTHERMIC 17	WELDING OF RAIL	JOINTS.

“PREVIEW COPY ONLY”



PART C

MAINTENANCE SPECIFICATION

RFQ NUMBER HOAL- SSF 6765

THERMIT WELDING OF 600 JOINTS AT SASOLBURG AND LEEUHOF YARD

One team will be required to do the Thermit welding of rail joints.

1. SCOPE OF WORK

This part of the Contract calls for the following maintenance work to be carried out as described below:

The maintenance work includes:

- a) Exothermic welding of rail joints.
- b) The supply of certain materials as called for in the document.
- c) Transport of materials to various sections on the line.

2. EXOTHERMIC WELDING OF RAIL JOINTS.

All exothermic welding of rail joints will be done in accordance with the TWM 4, 5 & 11 and E10/8 Specifications and the following specifications:

- All exothermic welding will be done with SKV-F method
- The Contractor will, before any welding takes place, ensure that the correct exothermic portions are used for each type of rail on site in accordance with table 11.3 and that the correct welding and preheating procedures for each rail type is applied.
- All exothermic welding will be punch marked and marked with yellow chalk on the field side of the rails as described in the TWM 11 Specification.
- A minimum allowable distance from the edge of boltholes to the rail ends of 25mm must be adhered to when cropping and performing exothermic welds.



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

SECTION 4

RFQ NUMBER HOAL- SSF 6765

THERMIT WELDING OF 600 JOINTS AT SASOLBURG AND LEEUHOF YARD

SCHEDULE OF QUANTITIES

Section 1
ISCP

SCHEDULE OF WORK AND PRICES				
DESCRIPTION	QUANTITY	UNIT	RATE	AMOUNT
1. Site establishment.	1	Day		
2. Thermit Welding of Rail Joints	600	Ea.		
TOTAL CARRIED FORWARD TO SUMMARY				

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

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



SECTION 5

RFQ NUMBER HOAL- SSF 6765

THERMIT WELDING OF 600 JOINTS AT SASOLBURG AND LEEUHOF YARD

8 .TENDER SITE MEETING:

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

Venue : ISANDO
Time : 10h00
Date : 25 October 2010

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

Contact people on sites: (Musa 083 283 6266)

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 NUMBER HOAL- SSF 6765

THERMIT WELDING OF 600 JOINTS AT SASOLBURG AND LEEUHOF YARD

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 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	



SECTION 7

RFQ NUMBER HOAL- SSF 6765

THERMIT WELDING OF 600 JOINTS AT SASOLBURG AND LEEUHOF YARD

Transnet Supplier Declaration/Application

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. **Original** 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** BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS 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 BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE 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 BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS 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 BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS 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							
Bank Name				Bank Account Number			
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 9 / Unknown)							
How many personnel does the firm employ		Permanent		Part time			
Transnet Contact Person							
Contact number							
Transnet operating division							
Duly Authorised 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.



2. VENDOR TYPE OF BUSINESS

(Please tick as applicable)

(* - Minimum requirements)

2.1 Indicate the business sector in which your company is involved/operating:

Agriculture		Mining and Quarrying	
Manufacturing		Construction	
Electricity, Gas and Water		Finance and Business Services	
Retail, Motor Trade and Repair Services		Wholesale Trade, Commercial Agents and Allied Services	
Catering, accommodation and Other Trade		Transport, Storage and Communications	
Community, Social and Personal Services		Other (Specify)	
Principal Business Activity *			
Types of Services Provided			
Since when has the firm been in business?			

2.2 What is your company's annual turnover (excluding VAT)? *

<R20k	>R20k <R0.3m	>R0.3m <R1m	>R1m <R5m	>R6m <R10m	>R11m <R15m	>R16m <R25m	>R26m <R30m	>R31m <R34m	>R35m

2.3 Where are your operating/distribution centres situated *

3. VENDOR OWNERSHIP DETAIL

(Please tick as applicable)

(* - Minimum requirements)

3.1 Did the firm previously operate under another name? *

YES	NO
-----	----

3.2 If Yes state its previous name:*

Registered Name	
Trading Name	

3.3 Who were its previous owners / partners / directors?*

SURNAME & INITIALS	ID NUMBERS

3.4 List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: *

SURNAME & INITIALS	IDENTITY NUMBER	CITI-ZENSHIP	HDI	DIS - ABLED	GENDER	DATE OF OWNERSHIP	% OWNED	% VOTING

3.5 List details of current directors, officers, chairman, secretary etc. of the firm: *

SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS - ABLED	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER

3.6 List details of firms personnel who have an ownership interest in another firm: *

SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

4. VENDOR DETAIL

(Please tick as applicable) (- Minimum requirements)*

4.1 How many personnel does the firm employ? *

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

4.1.1 In terms of above kindly provide numbers on women and disabled personnel? *

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2 Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) in the Company *

SURNAME	INITIALS	DESIGNATION	TELEPHONE NO.

4.2.1 Is your company a value adding supplier (i.e. registered as a vendor under the VAT Act of 1991, where NPAT + total labour cost > 25% of total revenue)?

YES		NO	
-----	--	----	--

4.2.2 Is your company a recipient of Enterprise Development Contributions?*

YES		NO	
-----	--	----	--

4.2.3 May the above mentioned information be shared and included in Transnet Supplier Database for future reference? *

YES		NO	
-----	--	----	--

4.2.4 If you are successful in the tender/contract (where applicable) and this is awarded to your company / organisation, will this have a positive impact on your employment plans? *

YES		NO	
-----	--	----	--

4.2.5 If yes (above) kindly provide the following information:

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

4.2.6 In terms of above kindly provide numbers on woman and disabled personnel:

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2.7 Are any of your members/shareholders/directors ex employees of Transnet?

YES		NO	
-----	--	----	--

4.2.8 Are any of your family members employees of Transnet?

YES		NO	
-----	--	----	--

4.2.9 If Yes to points 4.2.7 & 4.2.8, list details of employees/ex-employees

SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM



Internal Transnet Departmental Questionnaire (for office use only)

Section 1: To be completed by the Transnet Requesting / Sourcing Department

TFR		TRE		TPT		TPL		TNPA		TRN	
Create		Amend		Block		Unblock		Once-Off / Emergency			
Extend		Delete		Undele							

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 a copy of the letter of award			

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) Certification and Approval of proposed Vendor Creation/Unblocking/Other Changes by Transnet Official with Appropriate Delegated Authority :

*I HEREBY CERTIFY THAT THE TRANSNET DETAILED PROCUREMENT PROCESS (DPP) / PROCUREMENT MECHANISM HAS **IN ALL RESPECTS** BEEN ADHERED TO AND I THEREFORE APPROVE THE PROPOSED VENDOR CREATION/APPROVAL/OTHER CHANGES TO BE EFFECTED ON THE VENDOR MASTER*

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

Tel No:		Fax	
----------------	--	------------	--

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

NARROW BASED (NB)				BROADBASED (BBBEE)										
BEE O/S	BWBE	DPBE	MR	CONTR. 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 6

RFQ NUMBER HOAL- SSF 6765

THERMIT WELDING OF 600 JOINTS AT SASOLBURG AND LEEUHOF YARD

GENERAL TENDER CONDITIONS OF CONTRACT (CSS5 – SERVICES)

Refer Document attached hereto

“PREVIEW COPY ONLY”



SECTION 7

RFQ NUMBER HOAL- SSF 6765

THERMIT WELDING OF 600 JOINTS AT SASOLBURG AND LEEUHOF YARD

STANDARD TERMS AND CONDITIONS OF CONTRACT (US7 – SERVICES)

Refer Document attached hereto

“PREVIEW COPY ONLY”



SECTION 8

RFQ NUMBER HOAL- SSF 6765

THERMIT WELDING OF 600 JOINTS AT SASOLBURG AND LEEUHOF YARD

NON DISCLOSURE AGREEMENT

Refer Document attached hereto

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SECTION 9

RFQ NUMBER HOAL- SSF 6765

THERMIT WELDING OF 600 JOINTS AT SASOLBURG AND LEEUHOF YARD

SUPPLIER CODE OF CONDUCT

Refer Document attached hereto

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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.



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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**

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