

TRANSNET



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

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER : HOAC/KDS/6925

**CIVIL AND ELECTRICAL MAINTENANCE REPAIR BUILDING AT SCHOOL OF RAIL KOEDOESPOORT
02AW633/02AW635**

ISSUE DATE : 23 NOVEMBER 2010
CLOSING DATE : 14 DECEMBER 2010
OPTION DATE : 31 MARCH 2011
CLOSING TIME : 10H00
BRIEFING DATE : 02 DECEMBER 2010
BRIEFING TIME : 10H00
**VENUE : KOEDOESPOORT
SCHOOL OF RAIL**

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

TENDER ENVELOPE TO BE MARKED AS FOLLOWS:

RFQ NUMBER:HOAC/KDS/6925

**CIVIL AND ELECTRICAL MAINTENANCE REPAIR BUILDING AT SCHOOL OF RAIL KOEDOESPORT
02AW633/02AW635**

Please note that late responses and those Delivered or posted to the wrong address will be disqualified

REQUEST FOR QUOTATION ("RFQ")

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**CIVIL AND ELECTRICAL MAINTENANCE REPAIR BUILDING AT SCHOOL OF RAIL KOEDÖSPORT
02AW633/02AW635**

SCHEDULE OF DOCUMENTS

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

“PREVIEW COPY ONLY”

SECTION 1

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER : HOAC/KDS/6925

**CIVIL AND ELECTRICAL MAINTENANCE REPAIR BUILDING AT SCHOOL OF RAIL KOEDOESPORT
02AW633/02AW635**

NOTICE TO BIDDERS

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

On or after 23/11/2010 the RFQ documents may be inspected at, and are obtainable from the office of TRANSNET Freight Rail Tender Advice Centre, Ground Floor, Inyanda 1, 21Wellington Road, Park town.

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 203 158598, Branch code 004805. The deposit slip must reflect the tender number and the Company Name.

NOTE: This amount is not refundable.

Receipts to be presented prior to collection of the RFQ

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

VENUE : KOEDOESPOORT, SCHOOL OF RAIL

Time : 10h00

Date : 02 DECEMBER 2010

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

Please bring the valid document on the day of briefing and also make sure that you bring your safety shoes and reflective vest on site

**NAME : Esther Tyam/
Tel : (011) 773 8557
Email : Esther.Tyam@transnet.net**

Tenders in duplicate must reach the Chairperson, TRANSNET Freight Rail Acquisition Council, Po 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	: HOAC/KDS/6925
Description	: CIVIL AND ELECTRICAL MAINTENANCE REPAIR BUILDING AT SCHOOL OF RAIL KOEDOESPORT 02AW633/02AW635
Closing date and time	: 14 DECEMBER 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.
- 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, Park town, 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.
1. Please note that this RFQ closes punctually at 10:00 on Tuesday 14 DECEMBER 2010
 2. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
 3. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED
 4. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
 5. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
 6. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.
 7. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

8.

BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")

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

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

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 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.

DTI BBBEE UNIQUE PROFILE NUMBER:

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 Rand
- 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 the 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 Trans net's Legal Counsel.

NAME OF RESPONDENT:

PHYSICALADDRESS:

Indent'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' employees to
TIP-OFFS ANONYMOUS: 0800 003 056**

“PREVIEW COPY ONLY”

SECTION 2

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER :HOAC/KDS/6925

**CIVIL AND ELECTRICAL MAINTENANCE REPAIR BUILDING AT SCHOOL OF RAIL KOEDOESPORT
02AW633/02AW635**

REQUISITION FOR QUOTATION

COMPANY NAME:

.....

.....

.....

Tel (011)
Fax (011)

ISSUE DATE 23.11.2010

CLOSING DATE 14.12. 2010 (10h00)

SUPPLY CHAIN SERVICES	
Contact: Esther Tyam	
Tel: 011 773 8557	
Fax:011 773-2020	

Prices in South African currency, including all costs.			
Direct to consignees			
ITEM NO:	DESCRIPTION		
1.	CIVIL AND ELECTRICAL MAINTENANCE REPAIR BUILDING AT SCHOOL OF RAIL KOEDOESPORT 02AW633/02AW635		
Total price for the service			
2.Prices must be V.A.T. exclusive			
3. Direct delivered to:	KOEDOESPORT SCHOOL OF RAIL		
4.Contact person:	Esther Tyam 011 773-8557/083 252 8550 SIVU		

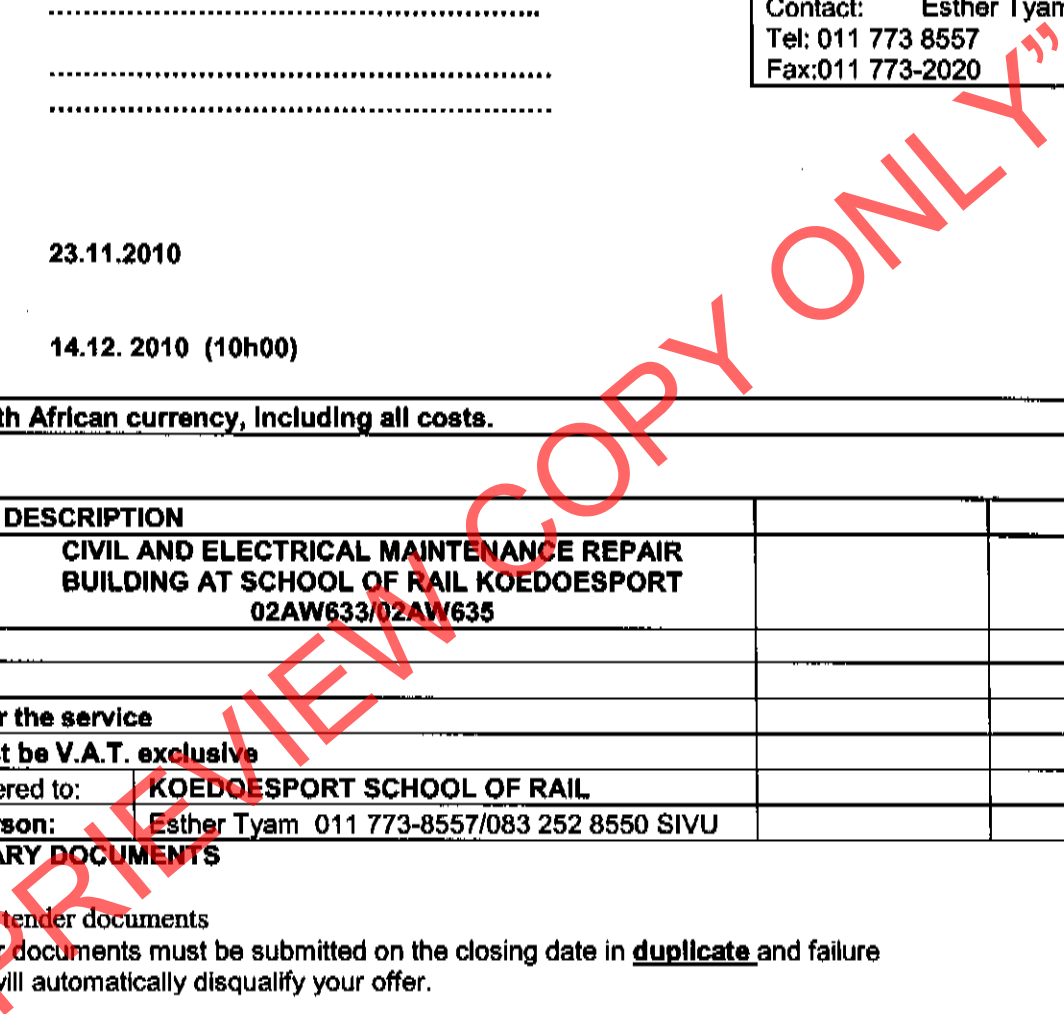
**5.COMPULSARY DOCUMENTS
NOTE**

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 it's a copy must certified.
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.Competitive Pricing

7.2."Technical"

7.3. Compliance to Specification

7.4. Delivery/ Schedule

7.2.1 Previous reference

7.3."BBBEE"

7.3.1.Provide BBBEE level Certification

SIGNATURE OF TENDERER: _____

Date: _____

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SECTION 3

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER : HOAC/KDS/6925

**CIVIL AND ELECTRICAL MAINTENANCE REPAIR BUILDING AT SCHOOL OF RAIL KOEDOESPORT
02AW633/02AW635**

CERTIFICATE OF ATTENDANCE

8. RFQ SITE MEETING:

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

PPE SAFETY CLOTHING MUST BE WORN ON SITE

VENUE : KOEDOESPOORT SCHOOL OF RAIL

Time : 10h00

Date : 02 DECEMBER 2010

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

Contact people on sites: (Esther Tyam)

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: _____

REFERENCES: _____

COMPANY INFORMATION

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

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

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

“PREVIEW COPY ONLY”

SIGNATURE OF TENDERER: _____

Date: _____



SECTION 4

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER : HOAC/KDS/6925

**CIVIL AND ELECTRICAL MAINTENANCE REPAIR BUILDING AT SCHOOL OF RAIL KOEDOESPORT
02AW633/02AW635**

SCOPE OF WORK

"PREVIEW COPY ONLY"

SIGNATURE OF TENDERER:

Date: _____

SPECIFICATION
CIVIL AND ELECTRICAL UPGRADE OF SCHOOL OF RAIL BUILDING, PRETORIA.
Asset Nos: 02AW633p

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APPENDIX 1

1. SCOPE
2. GLOSARY TERMS
3. INFORMATION REQUIRED FROM TENDERERS
4. REFERENCES
5. INSTALLATION
6. CIVIL WORK
7. ELECTRICAL WORK
8. ELECTRICAL SUPPLY SYSTEM
9. TEST
10. SERVICE CONDITIONS
11. TENDERING PROCEDURE
12. GUARANTEE
13. MAINTENANCE SCHEDULE

APPENDIX 2

PROJECT SPECIFICATION

- 1.0 SCOPE
- 2.0 GENERAL CIVIL WORKS
- 3.0 GENERAL ELECTRICAL WORKS
- 4.0 SITE INSPECTION
- 5.0 GENERAL

APPENDIX 3

TECHNICAL DATA SHEET

APPENDIX 4

SCHEDULE OF REQUIREMENTS & DEVIATIONS

APPENDIX 5

LABOUR RATES AND COST

APPENDIX 6

SCHEDULE OF WORK AND PRICES

APPENDIX 1

1.0 SCOPE

This appendix together with accompanying appendix 2 and 3 calls for the Civil and Electrical Upgrade of School of Rail Building (O2AW633p) at Pretoria, and shall in all respects comply with all regulations.

2.0 GLOSSARY OF TERMS

- 2.1 MOS Act means the Machinery and Occupational Safety Act (Act 6 of 1983)
- 2.2 OHS Act means the Occupational Health and Safety Act (Act 85 of 1993)
- 2.3 SANS means the South African National Standards.
- 2.4 SANS 10142-1 means the code of practice for wiring of premises, part 1: Low voltage installations, and edition 1.01 of 2003.
- 2.5 SANS 10400 means the code of practice for Building regulation standard of 1999 2 2.6.

3.0 INFORMATION REQUIRED FROM TENDERERS.

3. 1. Company Business profile.
3. 2. SARS TAX clearance certificate.
3. 3. Letter of good standing.
3. 4. VAT registration certificate.
3. 5. Company registration certificate copy CK1.
3. 6. CIDB certificate grade 1GB and 1EE.
3. 7. BBBEE accreditation certificate copy.
3. 8. All information to be in order as listed in SABS.
3. 9. Descriptive pamphlets and brochures of equipment offered.
3. 10. All information requested in appendix 3 accompanying this schedule.
3. 11. Failure to submit the above information may preclude a tender from consideration.

4.0 REFERENCES.

The following publications (latest edition) are referred to herein and used to compile this specification: -

4. 1. **Occupational Health and Safety Act.**
Act 85 of 1993 - OHS Act
Act 6 of 1983 - MOS Act
4. 2. **SABS:-**
 - SANS 10142-2
 - SANS 4; 22; 174; 274; 678; 681; 10400.
 - SANS 0400-1990

5.0 INSTALLATION.

- 5.1 Unless otherwise stated in appendix 2, the contractor shall be responsible to restore all walls and floor waterproofing that where overturned during construction.

6.0 CIVIL WORK

6. 1. Openings in the walls, floors, roofs etc for the fan extraction equipment will be the responsibility of the contractor.
6. 2. The contractor shall ensure that all openings are made weatherproof and that the paintwork be restored to the original colour.
6. 3. The contractor will be responsible to seal off and weatherproof all openings where old equipment has been removed.
6. 4. The contractor will prepare all surfaces before any paint work and paint the building as specified.
6. 5. The contractor will build dry wall partitions and fit door frames and doors.
6. 6. The contractor shall be required to deep clean carpet surfaces and clean tiled surfaces.
6. 7. The contractor shall be required to fix, test and repair all plumbing system.
6. 8. All Civil work shall comply with SANS 101400, refer to item 4.

7.0

ELECTRICAL WORK

- 7.1 Electrical/control cables exposed within occupied spaces shall be concealed in a suitable duct such as "Egaduct" or similar and on the outside of the building in a suitable PVC or Steel Metal duct.
- 7.2 Electrical/control cables shall be properly secured to ceilings, walls, floors, etc. by means of saddles /Polly saddles /cable clips or suitable Trunking and shall be protected against any form of mechanical damage.
- 7.3 Suitable cable glands shall be used to all electrical and control cables, enter/exit the unit and or switch boxes.
- 7.4 Unless otherwise stated in appendix 2, the contractor shall provide openings on walls, roofs or floors for pipes and cables as well as making good thereafter.
- 7.5 Unless otherwise stated in appendix 2, others will provide an electrical supply. Full details at the time of tendering.
- 7.6 All electrical work shall comply with SANS 10142-1.
- 7.7 The contractor shall, when working on distribution boards label all new circuits as well as any circuits that have been altered or added during the electrical works.
- 7.9 The contractor shall, when making terminations of any kind, do so in suitable termination boxes, junction boxes or equivalent so that during maintenance or repair work, all connections can be accessed.

8.0 **ELECTRICITY SUPPLY SYSTEM**

- 8.1 The electricity supply system will be a Three-phase, 4-wire system, 50Hz Alternating Current with Earthed Neutral, at a nominal voltage of 380/220v.
- 8.2 The voltage may vary within 5 percent (5%) of the Nominal Voltage and equipment offered shall be suitable for successful operation at any voltage within this range.
- 8.3 The contractor shall separate circuits for lighting, socket outlets etc, so as to be able to balance loads over the phases.

9.0 **TEST**

The contractor shall be responsible for carrying out all functional tests after installation of units. The contractor shall arrange with the Technical Officer or his representative to be present to witness the on site tests on the system.

10.0 **SERVICE CONDITIONS**

- 10.1 The equipment shall be designed and rated for continuous operation under the following conditions: -
 - Altitude : 0 to 1800 meters above sea level
 - Ambient temperature :-5degrees to + 40 degrees Celsius (daily Average of +35degrees Celsius)
 - Humidity : As high as 86 percent.

11.0 **TENDERING PROCEDURE**

- 11.1 Tenderers shall indicate clause-by-clause compliance with the specification. This shall take the form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or non-compliance. Tenderers to elaborate on their response to a clause can use this document.
- 11.2 The tenderer shall motivate a statement of non-compliance.
- 11.3 Equipment type test certificates as specified shall be submitted with the tender. These shall be in English or a certified translation.
- 11.4 Tenderers shall submit descriptive literature consisting of detailed technical Specifications, general construction details and principal dimensions, together with clear illustrations of the equipment offered.
- 11.5 The tender shall provide a breakdown in prices stating the tender price and work to be done for each major portion of the contract.

12.0 **GUARANTEE**

- 12.1 All equipment shall be guaranteed against faulty workmanship and/or material for a period of **1 year** or **12 months** after acceptance of the contract. The contractor shall be responsible for servicing of the equipment during that period.

13.0 **MAINTENANCE SCHEDULE**

Contractors must submit with their tenders, a maintenance schedule as per the Manufacturer's recommendation for the specific products supplied. The schedule will include the cleaning (taking into the account the operational environment of the premises) and the replacement cycle of the given device for the duration of their guarantee period.

APPENDIX 2

PROJECT SPECIFICATION

1.0 **SCOPE**

- 1.1 This specification calls for the repair of both Civil and Electrical Upgrade of the School of Rail Building (02AW633p) in Koedoespoort, Pretoria.

2.0 **GENERAL CIVIL WORKS**

- 2.1.1 The contractor will clean roof, gutters and down pipes, make shore that they are clear of any debris.
- 2.1.2 The contractor shall paint roof as per Appendix 3 of Paint Spec attached.
- 2.1.3 The contractor shall prepare interior walls by removing all loose flakes, repair any wall cracks, holes or broken plaster, and then apply 1 Universal white undercoat and Dulux Wash N Wear Silk, Grey Gost Code 50BG/004.
- 2.1.4 The contractor shall paint ceiling with a 2/ coats Dulux Dura 55 PVA white Code M3701700.
- 2.1.5 The contractor shall Repair sand the skirting well and paint skirting.
- 2.1.6 Door and frames paint work, contractor will refer to paint spec attached.
- 2.1.7 Work should be of Good workmanship, Brickwork/Plastering, Plumbing, Tiling and Carpentry; certified trade test certificate may be required.

2.2 **Demolishing for scrap**

- 2.2.1. The contractor will be required to remove old ceiling and replace with a new rhino board at room 1.
- 2.2.2. Remove all old blinds for scrape.
- 2.2.3. Remove all carpet in all class and offices.
- 2.2.4. The contractor will brake down a partitioning wall at room 11 for scrap, Repair and make good, Class to be an open plan room.
- 2.2.5. Remove skirting well on the walls; store them for later to be used.
- 2.2.6. Remove bulkheads and cladding around columns for scrap.
- 2.2.7. The contractor will remove all Air-con units for scrap; close up with glazing pan and make-good.

NB: Contractor will submit Request for Purchase (RFP) of old or used materials, alternatively send all material to SCS scrap store at koedoespoort. .

No material will be moved out of site without any notification to a Site Project Supervisor.

2.3 **Classes and Offices.**

- 2.3.1. Tile floor and provide tile bonding. First grade (size 330 x 330mm) Johnson; Code: GN572); granite mid Grey grouting. Joints 6mm tile-work to be straight and level and must be of good workmanship. Aluminium tile edge protector at door entrances.
- 2.3.2. Remove skirting well without damaging, prepare, paint and re-fit and install it back.
- 2.3.3. The contractor will paint windows, walls and ceiling do refer to paint spec Appendix 3.
- 2.3.4. The contractor shall varnish all doors as per Appendix 3 of Paint spec.
- 2.3.5. The contractor shall Paint all windows, door frames and all security bars as per Appendix 3 of Paint spec.

- 2.3.6. The contractor will provide and fit doorstoppers Satin chrome finish Code 2390.
- 2.3.7. The contractor will fit and provide and fit chrome plated indicator bolt Code B2578 from Buchel's.
- 2.3.8. Provide and fit frosted vinyl sheeting to window panes. 610 mm wide.
- 2.4 Paraplegic Toilet**
- ***Paraplegic Toilet and the Wheel-Chair ramp Schedule of work and prices to be submitted separately.***
- 2.4.1. The contractor will erect and build a Facilitie for disable person and shall adhere to SABS 0400-1990 regulation and attached drawings.
- 2.4.2. The contractor will drill holes 15-25mm Φ through 230 mm brick wall for water pipes and make good.
- 2.4.3. Drill holes 50 mm Φ through 230mm brick wall for Magnolia basin 560 x 405 (Code: 7007/20) waste pipes and make good.
- 2.4.4. Make 110 mm Φ through 230mm brick wall for Protea pan (code: 7502) sewer pipes and make good.
- 2.4.5. Provide water point 15 mm Φ (Copper) to inside of the building include all fittings and pipe but exclude accessories i.e. stopcocks etc.
- 2.4.6. Tile Provide material and install 50 mm Φ PVC waste pipe from behind bottle trap to gully include all fittings, holderbatts.
- 2.4.7. Provide material and connect new sewer line 110 mm Φ to existing line. Include all cutting in existing sewer, pan connector, soil and vent, air vent 110 mm Φ , bends, junctions etc. to comply with SABS 0400.
- 2.4.8. Provide and fit 15 mm Φ stopcock "Cobra Watertech" against wall.
- 2.4.9. Fit new water pipes, taps and toilet system.
- 2.4.10. The contractor will tile the walls with Nadine Beige Tile Code: PG1ANA301100, Size 350 x 350mm on top of a hand wash basin.
- 2.4.11. The contractor will do a wall finishing with a centre wall belt, Venetia Listello Beige Code: CFLS2035.
- 2.4.12. Fit and install Dog Leg side rail Ref: - DL2.
- 2.4.13. Fit and install a Cistern back rail Ref: - SR2.
- 2.4.14. Fit and install a Flush handle extension to Cistern.
- 2.4.15. The contractor will fit and install a 1 x Ceiling Extractor fan and the fan will be connected with the toilet lights and controlled by the same switch.
- a. Ladies Toilet.**
- 2.5.1 The contractor shall build a 1.5mm brick wall plastered, painted on both sides to match existing paint and tie into existing 230mm wall.
- 2.5.2 The contractor will repair all toilet system, repair any plumbing work.
- 2.5.3 The contractor shall notify the Technical Officer or his representative of any plumbing systems replaced or needed to be repaired.
- 2.6. Wheel-Chair Ramp.**
- 2.8.1 The contractor shall be required to build and erect a Wheel Chair ramp.
- 2.8.2 Build and erect a ramp as per attached detail drawing and specification.
- 2.8.3 PROP. 85mm conc. ramp fall 1:20.
- 2.8.4 PROP. H/C fill at layers of 150mm MAX.
- 2.8.5 All Concrete to be B25/19 unless otherwise specified.
- 2.8.6 All dimensions to be verified on site.

3.0 GENERAL ELECTRICAL WORKS

3.1. Externally and in balcony.

- 3.1.1 The contractor shall repair or replace all external lights and make sure that they are in working condition.
- 3.1.2 The contractor shall fit 2 x Energy saving Floodlight at Southern side of the building. 2x 18 w PL, 2.30kg, CODE: EF - 218.

3.2 Reception, Class rooms and Offices Area

- 3.2.1. The contractor shall replace 6 x Socket Outlet with a Double S/O, complete
- 3.2.2. The contractor shall replace 76 x Splash-proof Fluorescent fittings and tubes and reposition them accordingly, complete.
- 3.2.3. The contractor will fit and install a double power wall skirting.

3.3. Passage

- 3.3.1 The contractor shall replace 24 x Splash-proof Fluorescent fittings and tubes and reposition them accordingly, complete.

4.0 SITE INSPECTION

- 4.1 A site inspection will be arranged, which must be attended by tenderers. Further details regarding date and time will appear in the covering letter.

5.0 GENERAL

- 5.1 Should any technical information be required, tenderers may contact Sivuyile Nguma on his Tel: 083 252 8550, Office: 011 773-7683, Fax: 011 774 9551 and E-mail: Sivuyile.Nguma@transnet.net
- 5.2 Tenderers shall quote their earliest completion time.
- 5.3 Brochures of equipment shall be submitted with tenders.

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TRANSNET LIMITED
(REGISTRATION NO. 90/000900/06)
TRADING AS TRANSNET FREIGHT RAIL

DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
1.1) Remove ceiling boards	<u>60.31</u>	<u>m²</u>		
1.2) Remove old blinds.	<u>83</u>	<u>ea</u>		
1.3) Remove carpets in all classes and make good on the floor.	<u>841</u>	<u>m²</u>		
1.4) Remove Partition wall in room 12.	<u>58.5</u>	<u>m²</u>		
1.5)				
2.1) Prepare Side roof and Paint.	<u>28</u>	<u>m²</u>		
2.2) Clean roof, clear any loose debris, seal nails and remove loose flakes.	<u>1286.5</u>	<u>m²</u>		
2.3) Paint roof as per Appendix 3 of paint spec.	<u>1286.5</u>	<u>m²</u>		
2.4) Paint gutters and down pipes.	<u>1</u>	<u>item</u>		
2.5) Paint internal window sills.	<u>278</u>	<u>m²</u>		
2.6) Paint sprocket.	<u>22</u>	<u>ea</u>		
2.7) Ditto to purling.	<u>1</u>	<u>item</u>		
2.8) Prepare internal walls, remove all loose and patch all cracks.	<u>3744</u>	<u>m²</u>		
2.9) Apply 1 under ct primer.	<u>3744</u>	<u>m²</u>		
2.10) Finally apply 2 ct double velvet paint finishing.	<u>3744</u>	<u>m²</u>		
2.11) Paint Facia boards.	<u>209</u>	<u>m</u>		
2.12) Paint ceiling 1 st floor.	<u>1360</u>	<u>m²</u>		
2.13) Paint windows TD67S.	<u>89</u>	<u>ea</u>		
2.14) Paint windows NCTX7S	<u>72</u>	<u>ea</u>		
2.15) Vanish Double doors.	<u>6</u>	<u>ea</u>		
2.16) vanish sidelight doors NDDH	<u>27</u>	<u>ea</u>		
2.17) Remove and replace damaged putty in all Fixed sidelight doors and windows.	<u>1</u>	<u>Job</u>		
2.18) Tile Floor as per item 2.4.10.	<u>784</u>	<u>m²</u>		
2.19) Fit new white glazed soap holder.	<u>6</u>	<u>ea</u>		
Total price				
Amount carried over				

3.1) Drill holes 15-25 mm Φ through 230 mm brick wall water pipes and make good.	<u>4</u>			
3.2) Drill holes 50 mm Φ through 230 mm brick wall waste pipes and make good.	<u>2</u>			
3.3) Make 110mm Φ through 230mm brick wall for sewer pipes and make good.				
3.4) Provide water point 15 mm Φ (Copper) to inside of the building include all fittings and pipe but exclude accessories i.e. stopcocks etc.	<u>4</u>	<u>ea</u>		
3.5) Fit and install a complete 'Vaal' ceramic toilet urinal pan & flushing cistern. Connect all water supply pipes and also fit and connect uPVC pipes into the existing sewer, (SABS Approved).	<u>1</u>	<u>Job</u>		
3.6) Provide material and install 50mm Φ Pvc waste pipe from behind bottle trap to gully include all fittings, holderbatts	<u>4</u>	<u>ea</u>		
3.7) Provide material and connect new sewer line 110 mm Φ to existing line. Include all cutting in existing sewer, pan connector, soil and vent, air vent 110 mm Φ , bends, junctions etc. to comply with SABS 0400	<u>1</u>	<u>Job</u>		
3.8) Provide and fit 15 mm Φ stopcock 'Cobra Watertech' against wall.	<u>4</u>	<u>ea</u>		
3.9) Tile walls with Nadine Beige Tile Code: PG1ANA301100, Size 350 x 350mm on top of a hand wash basin.	<u>25</u>	<u>m²</u>		
3.10) Fit and install Dog Leg side rail Ref:- DL2.	<u>1</u>	<u>ea</u>		
3.11) Fit and install a Cistern back rail Ref:- SR2.	<u>1</u>	<u>ea</u>		
3.12) Fit and install a Flush handle extension to Cistern.	<u>1</u>	<u>ea</u>		
4.1) Drill holes 15-25 mm Φ through 230 mm brick wall water pipes and make good.	<u>2</u>	<u>ea</u>		
4.2) Drill holes 50 mm Φ through 230 mm brick wall waste pipes and make good.	<u>1</u>	<u>ea</u>		
4.3) Make 110mm Φ through 230mm brick wall for sewer pipes and make good.				
4.4) Provide water point 15mm Φ (Copper) to inside of the building include all fittings and pipe but exclude accessories i.e. stopcocks etc.	<u>4</u>	<u>m</u>		
4.5) Provide material and install 50 mm Φ Pvc waste pipe from behind bottle trap to gully include all fittings, holderbatts.	<u>1</u>	<u>ea</u>		
4.6) Provide material and connect new sewer line 110 mm Φ to existing line. Include all cutting in existing sewer, pan connector, soil and vent, air vent 110 mm Φ , bends, junctions etc. to comply with SABS 0400	<u>1</u>	<u>ea</u>		
4.7) Provide and fit 15 mm Φ stopcock 'Cobra Watertech' against wall.	<u>1</u>	<u>ea</u>		
5.1) Brick work fit Homestead Rustic FBA from COROBRIK.	<u>200</u>	<u>ea</u>		
5.1) Soil back fill Compact to 25mpa.	<u>2.21</u>	<u>m³</u>		
5.2) Lay a reinforced concrete slab to a stranth of 25MPA.	<u>0.5</u>	<u>m³</u>		
5.3) Fit and install a steel guard rail painted.	<u>1</u>	<u>ea</u>		
Total Amount of this page R..... Total price				

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>AMOUNT</u>
(6) Electrical (24/11/2010)				
6.1) Remove loose flacks and prepare roof	10	m²		
6.2) Paint Roof.	10	m²		
6.3) Palisades fence 1.8m high.	13.5	m		
6.4) Fit and install double Palisades's gates.	5	ea		
6.5) back fill with soil 150mm thick and compact to 25MPA.	18.5	m³		
6.5) Cast concrete slab on floor 85mm thick.	18.5	m³		

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>AMOUNT</u>
(7) Electrical (24/11/2010)				
1.1) 1Φ 60A earth leakage with overload protection	1	ea		
1.2) 4ft Fluorescent Fittings – Splash proof, with tubes	100	Ea		
1.3) Single Lever Light Switch (Crab-tree)	2	Ea		
1.4) Double Lever Light Switch (Crab-tree)	2	Ea		
1.5) Socket Outlets – Double s/o (Crabtree only)	4	Ea		
1.6) Disconnection, removal and repositioning of circuits.	1	Job		
1.7) Earthing & Bonding, Labelling and CoC.	1	Job		
1.8)				
1.9)				

TENDERER'S SIGNATURE

DATE.....2010.

2. **CERTIFICATE OF ACQUAINTANCE WITH CONTRACT DOCUMENTS**

I/We _____ do

Hereby certify that I/we acquainted myself/ourselves with the E5, E5 (MW) or E160 Contract Conditions, Special Conditions of Contract and specifications, and bills of quantities/schedule of quantities/schedule of prices, together with the drawings enumerated therein, as laid down by Transnet for the carrying out of the proposed works for which I/we submitted my/our tender.

I/We furthermore agree that Transnet will recognize no claim from me/us for relief based on an allegation that I/we overlooked any tender condition or failed to take it into account for the purpose of calculating my/our tender prices or otherwise.

SIGNED at _____ on this _____ day of _____ 2010 .

WITNESS: _____

TENDERER(S)

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**SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE
WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT
(ACT 85 OF 1993) AND APPLICABLE REGULATIONS**

1. General

- 1.1 The Contractor and Transnet Limited (hereinafter referred to as "Transnet") are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (the Act) and applicable Regulations.
- 1.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. He shall, before commencement with the execution of the contract work, comply with the provisions set out in the Act, and shall implement and maintain a Health and Safety Plan as described in the Construction Regulations, 2003 and as approved by Transnet, on the Site and place of work for the duration of the Contract.
- 1.3 The Contractor accepts his obligation to complying fully with the Act and applicable Regulations notwithstanding the omission of some of the provisions of the Act and the Regulations from this document.
- 1.4 Transnet accepts, in terms of the Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and Technical Officer or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Works.
- 1.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

2. Definitions

- 2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -
- 2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "**Construction Work**", which, in terms of the Construction Regulations, 2003 means any work in connection with: -
- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
 - (c) the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;
 - (d) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
 - (e) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type

of work;

- 2.3 **“competent person”** in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered as per the South African Qualifications Authority Act, 1995 these qualifications and training shall be deemed to be the required qualifications and training;
- 2.4 **“contractor”** means principal contractor and **“subcontractor”** means contractor as defined by the Construction Regulations, 2003.
- 2.5 **“fall protection plan”** means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods applied to eliminate the risk;
- 2.6 **“health and safety file”** means a file, or other record in permanent form, containing the information required to be kept on site in accordance with the Act and applicable Regulations;
- 2.7 **“Health and Safety Plan ”** means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;
- 2.8 **“Risk Assessment”** means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 2.9 **“the Act”** means the Occupational Health and Safety Act No. 85 of 1993.

3. Procedural Compliance

3.1 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-

- (a) includes the demolition of a structure exceeding a height of 3 metres; or
- (b) includes the use of explosives to perform construction work; or
- (c) includes the dismantling of fixed plant at a height greater than 3m,

and shall also notify the Provincial Director in writing when the construction work exceeds 30 days or will involve more than 300 person days of construction work and if the construction work:-

- (a) includes excavation work deeper than 1m; or
- (b) includes working at a height greater than 3 metres above ground or a landing.

3.2 The notification to the Provincial Director shall be on a form similar to Annexure A of the Construction Regulations, 2003, also shown in Annexure 1 of this Specification. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, Technical Officer or employee.

3.3 The Contractor shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 2 of this Specification and deliver copies thereof to the Technical Officer. Copies should also be retained

on the health and safety file.

- 3.4 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Technical Officer.
- 3.5 In the case of a self-employed Contractor or any subcontractor who has the appropriate competencies and supervises the work himself, the appointment of a construction supervisor in terms of regulation 6.1 of the Construction Regulations, 2003 will not be necessary. The Contractor shall in such a case execute and sign a declaration, as in Annexure 3, by which he personally undertakes the duties and obligations of the "Chief Executive Officer" in terms of section 16(1) of the Act.
- 3.6 The Contractor shall, before commencing any work, obtain from the Technical Officer an access certificate as in Annexure 4 executed and signed by him, permitting and limiting access to the designated site or place of work by the Contractor and any subcontractors under his control.
- 3.7 Procedural compliance with Act and Regulations, as above, shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the Technical Officer with full particulars of such subcontractors and shall ensure that they comply with the Act and Regulations and Protekon's safety requirements and procedures.

4. Special Permits

Where special permits are required before work may be carried out such as for hotwork, isolation permits, work permits and occupations, the Contractor shall apply to the Technical Officer or the relevant authority for such permits to be issued. The Contractor shall strictly comply with the conditions and requirements pertaining to the issue of such permits.

5. Health and Safety Programme

- 5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -
- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;
 - (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
 - (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.
- 5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.
- 5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety

programme to be applied on the site and shall include at least the following:

- (a) The identification of the risks and hazards that persons may be exposed to;
- (b) the analysis and evaluation of the hazards identified;
- (c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
- (d) *a monitoring and review plan.*

5.4 The Health and Safety Plan shall include full particulars in respect of: -

- (a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;
- (b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
- (c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;
- (d) the site access control measures pertaining to health and safety to be implemented;
- (e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Technical Officer with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and
- (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.

5.4 The Health and Safety programme shall be subject to the Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.

5.5 The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed to between them, but at least once every month.

5.6 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.

5.7 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.

- 5.8 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

6. Fall Protection Plan

- 6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;
- 6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.
- 6.3 The fall protection plan shall include:-
- (a) A Risk Assessment of all work carried out from an elevated position;
 - (b) the procedures and methods to address all the identified risks per location;
 - (c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;
 - (d) the training of employees working from elevated positions; and
 - (e) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.

7. Hazards and Potential Hazardous Situations

The Contractor and the Technical Officer shall immediately notify one another of any hazardous or potentially hazardous situations which may arise during performance of the Contract by the Contractor or any subcontractor and, in particular, of such hazards as may be caused by the design, execution and/or location and any other aspect pertaining to the contract work.

8. Health and Safety File

- 8.1 The Contractor shall ensure that a health and safety file is opened and kept on site and shall include all documentation required as per the Act and applicable regulations, and made available to an inspector, the Technical Officer, or subcontractor upon request.

- 8.2 The Contractor shall ensure that a copy of the both his Health and Safety Plan as well as any subcontractor's Health and Safety Plan is available on request to an employee, inspector, contractor or the Technical Officer.
- 8.3 The Contractor shall hand over a consolidated health and safety file to the Technical Officer upon completion of the Construction Work and shall in addition to documentation mentioned in the Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

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ANNEXURE 1

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3(1) of the Construction Regulations

NOTIFICATION OF CONSTRUCTION WORK

-
-
- 1(a) Name and postal address of principal contractor:

- (b) Name and tel. no of principal contractor's contact person:

2. Principal contractor's compensation registration number: _____
- 3.(a) Name and postal address of client: **TFR PRODUCTION MANAGER, PROPERTY TECHNICAL JOHANNESBURG**
- (b) Name and tel no of client's contact person or agent:
Sivuyile Nguma Tel: 011 773 7186 or Mobile: 083 252 8550
- 4.(a) Name and postal address of designer(s) for the project:

- (b) Name and tel. no of designer(s) contact person:

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6(1).

6. Name/s of principal contractor's construction sub-ordinate supervisors on site appointed in terms of regulation 6(2). _____
7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date: _____
10. Expected completion date: _____
11. Estimated maximum number of persons on the construction site: _____
12. Planned number of contractors on the construction site accountable to the principle contractor:

13. Name(s) of contractors already chosen.

Principal Contractor

Date

Client

Date

- * THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.
- * **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

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ANNEXURE 2

(COMPANY LETTER HEAD)

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) :

SECTION/REGULATION: _____

REQUIRED COMPETENCY: _____

In _____ terms of _____
I, _____

representing the Employer) do hereby appoint _____

As the Competent Person on the
premises at _____

(physical address) to assist in compliance with the Act and the applicable Regulations.

Your designated area/s is/are as follows: -

Date: _____

Signature: - _____

Designation: - _____

ACCEPTANCE OF DESIGNATION

***I, _____ do hereby accept this Designation and
acknowledge that I
understand the requirements of this appointment.***

Date: _____

Signature: - _____

Designation: - _____

ANNEXURE 3

(COMPANY LETTER HEAD)

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993):

DECLARATION

In terms of the above _____ am personally assuming the
Act I, _____ duties
and obligations as Chief Executive Officer, defined in Section 1 of the Act and in terms of
Section 16(1), I will, as far as is reasonably practicable, ensure that the duties and obligations
of the Employer as contemplated in the above Act are properly discharged.

Signature: - _____

Date: _____

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SECTION 6

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER : HOAC//KDS/6925

CIVIL AND ELECTRICAL MAINTENANCE REPAIR BUILDING AT SCHOOL OF RAIL
KOEDOESPORT 02AW633/02AW635

SUPPLIER DECLARATION FORM

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 contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of 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		R5-10 million		> R10 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 IRP57 Certificate				Yes	No		
Main Product Or Service Supplied (E.G. Stationery/Consulting)							
BEE Ownership Details							
% Black Ownership		% Black women ownership		% Disabled persons ownership			
Does your company have a BEE certificate				Yes	No		
What is your broad based BEE status (Level 1 to 5) / 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 / Organisation							



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 primarily operating			
Agriculture		Mining and Quarrying	
Manufacturing		Construction	
Energy, Gas and Water		Transport Services	
Trade, Wholesale, Retail and Repair Services		Information and Communication Technology Services	
Printing, Publishing and Other Trade		Financial and Real Estate Services	
Community, Social and Personal Services		Other	
Financial Business Activity			
Type of Service Provided			
Since when has the firm been in business?			

2.2 What is your company's annual turnover (excluding VAT)?									
2014	2015	2016	2017	2018	2019	2020	2021	2022	2023

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 owner / partner / director ?

SURNAME & INITIALS	ID NUMBERS

3.4 List details of current partners, proprietors, in the firm, in the form of table below. Clearly number, citizenship, residential address.

SURNAME & INITIALS	IDENTITY NUMBER	DATE OF BIRTH	RES. ADDRESS	CITIZENSHIP	RES. ADDRESS

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

SURNAME & INITIALS	IDENTITY NUMBER	TITLE	RES. ADDRESS	CITIZENSHIP	RES. ADDRESS

3.6 List details of firms personnel who have an ownership interest in the firm.

SURNAME & INITIALS	IDENTITY NUMBER	RES. ADDRESS	CITIZENSHIP	RES. ADDRESS

4. VENDOR DETAIL
(Please tick as applicable) (* - Minimum requirements)

4.1 How long have you been in business?

Permanent	Full	Part	Seasonal	Other

Part Time						
-----------	--	--	--	--	--	--

4.1.1 **Number of employees in each race/ethnicity category**

	BLACK	WHITE	COLORED	INDIAN	OTHER	TOTAL
Women						
Men						

4.2 **Number of employees in each race/ethnicity category**

	BLACK	WHITE	COLORED	INDIAN	OTHER	TOTAL
Women						
Men						

4.2.1 **Are you currently a member of the company's affirmative action committee?**

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

4.2.2 **Is your company a member of the Equal Opportunity Commission?**

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

4.2.3 **Do you have a grievance procedure in place for employees?**

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

4.2.4 **If you are successful in the tender/bid process, will you be required to provide a copy of this information to the awarding agency?**

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

4.2.5 **Are you currently a member of the company's affirmative action committee?**

	BLACK	WHITE	COLORED	INDIAN	OTHER	TOTAL
Permanent						
Part-Time						

4.2.6 **Number of employees in each race/ethnicity category**

	BLACK	WHITE	COLORED	INDIAN	OTHER	TOTAL
Women						
Men						

4.2.7 **Are you currently a member of the company's affirmative action committee?**

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

4.2.8 **Is your company a member of the Equal Opportunity Commission?**

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

4.3 **Number of employees in each race/ethnicity category**

	BLACK	WHITE	COLORED	INDIAN	OTHER	TOTAL
Women						
Men						

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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	Undelete			

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/Downgrading of BEE Status)

NARROW BASED (NB)				BROADBASED (BB)				VALUATION DATE						
BEE CODE	WBE	DPBE	MR	CONTB. LEVEL	EME. POINT	ONE-POINT	LARGE-ASSIGN							
Name				Grade		Date				Signature				
						Y	Y	Y	Y		M	M	D	D
						Y	Y	Y	Y	M	M	D	D	

SECTION 7

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER : HOAC/KDS/6925

**CIVIL AND ELECTRICAL MAINTENANCE REPAIR BUILDING AT SCHOOL OF RAIL KOEDOESPORT
02AW633/02AW635**

GENERAL TERMS AND CONDITIONS (CSS5 - GOODS)

"PREVIEW COPY ONLY"

SECTION 8

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER : HOAC/KDS/6925

**CIVIL AND ELECTRICAL MAINTENANCE REPAIR BUILDING AT SCHOOL OF RAIL KOEDOESPORT
02AW633/02AW635**

STANDARD TERMS AND CONDITIONS OF CONTRACT (US7 – SERVICES)

"PREVIEW COPY ONLY"

SECTION 9

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER : HOAC/KDS/6925

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made the day of 2010

BETWEEN:

- (1) **Transnet Limited** ("Transnet") (Registration Number 1990/000900/06) whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001, and
- (2) [.....] ("the Company") (Registration Number) whose registered office is at [.....]

WHEREAS

Transnet and the Company wish to exchange Information (as defined below) and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Proposal.

IT IS HEREBY AGREED

1. Interpretation

1.1 In this Agreement:-

"Agents" means directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;

"Confidential Information" means Information relating to one party (the "Disclosing Party") and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Proposal to the other party (the "Receiving Party") or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:-

- (i) is publicly available at the time of its disclosure or becomes publicly available (other than as result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this letter); or
- (ii) was lawfully in the possession of the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to its being so disclosed; or
- (iii) following such disclosure, becomes available to the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

"Group" means any subsidiary, any holding company and any subsidiary of any holding company of either party;

"Information" means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium;

"Proposal" means the aggregation of Transnet's Request for Information (RFI) and Request for Proposal (RFP).

2. Confidential Information

2.1 The Receiving Party will treat and keep all Confidential Information as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.

2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Proposal or for the subsequent performance of any contract between the parties in relation to the Proposal.

2.3 Notwithstanding clause 2.1, the Receiving Party may disclose Confidential Information:

- (i) To those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- (ii) to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3 (ii) above, it shall promptly notify the Disclosing Party and co-operate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.

2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights, over the Confidential Information whatsoever beyond those contained in this Agreement.

3. Records and return of Information

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof to at least the same standard as the Receiving Party keeps its own Confidential Information. The Receiving Party shall not make any copies or reproduce in any form any Confidential Information except for the purpose of disclosure as permitted in accordance with this Agreement.

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Receiving Party shall, within seven days of receipt of a written demand from the Disclosing Party or of its ceasing to be interested in the Proposal:

- (i) Return all written Confidential Information (including all copies); and
- (ii) expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Receiving Party or on its behalf (including by any person to whom disclosure has been made as permitted under clause 2.3(i) above.

The obligations in this clause 3.3 shall not apply to the extent that (but only for so long as) it is necessary to retain copies for the purpose of providing information to any regulatory authority in accordance with clause 2.3 (ii) above.

- 3.4 The Receiving Party shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3 (ii) above.

4. Announcements

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Proposal without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. Duration

The obligations of each party and its Agents under this Agreement shall [be continuing and shall survive the termination of any discussions or negotiations between the parties regarding the Proposal continue for a period of 3 (three) years.

6. Principal

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Proposal and in complying with the terms of this Agreement.

7. Representations

- 7.1 Each party agrees that any Information made available to the Receiving Party or its Agents for the purpose of negotiations or discussions in relation to the Proposal will not form the basis of, or any representation in relation to, any contract, nor constitute an offer or invitation by the Disclosing Party.
- 7.2 Except in the case of fraudulent misrepresentation, the Disclosing Party accepts no responsibility for nor makes any representation or warranty, express or implied, with respect to the accuracy, reliability or completeness of any Information made available to the Receiving Party or its Agents.

8. Adequacy of damages

- 8.1 Without prejudice to any other rights or remedies of the Disclosing Party, the Receiving Party acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the provisions of this Agreement and that the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the Receiving Party or its Agents, and no proof of special damages shall be necessary for the enforcement of the rights under this Agreement.
- 8.2 Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available by it, either at law or in equity, for any such threatened or actual breach of this Agreement including specific performance, recovery of damages or otherwise.

9. Data Protection

The Receiving Party warrants that it and its Agents have the appropriate technical and organizational measures in place against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data held or processed by them.

10. General

- 10.1 Neither party may assign the benefit of this Agreement or any interest hereunder except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 10.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 10.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 10.4 This Agreement may only be modified by a written agreement duly signed by persons authorized on behalf of each party.
- 10.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 10.6 This Agreement will be governed by, and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

TRANSNET LIMITED:

By:
(Signature)
Print name: _____
Title: _____
Date: _____

[Insert company name]:
By:
(Signature)
Print name: _____
Title: _____
Date: _____

delivering on our commitment to you



Suppliers Code of Conduct

“PREVIEW COPY ONLY”



Suppliers Code of Conduct

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

These are:

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

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

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

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

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

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



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

Employees may not receive anything that is calculated to:

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

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

Transnet is firmly committed to free and competitive enterprise.

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

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

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



These include, but are not limited to:

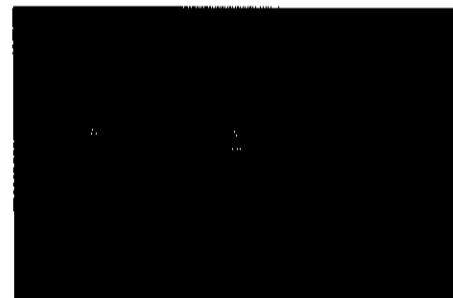
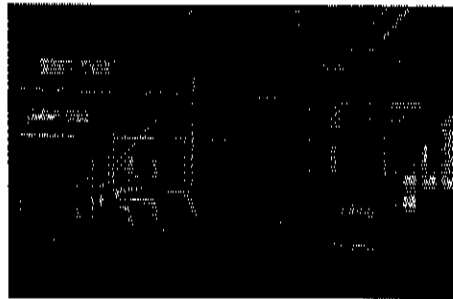
- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
- Collusion;
- Failure to disclose accurate information required during the sourcing activity (ownership financial situation, BBBEE status, etc.);
- Corrupt activities listed above; and harassment, intimidation or other aggressive actions towards Transnet employees.

- >> Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence must be conducted and the supplier is expected to participate in an honest and straight forward manner.
- >> Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflict of Interest

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

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



Show that you support good business practice by logging onto www.transnet-suppliers.net 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