



TRANSNET FREIGHT RAIL
a Division of
TRANSNET LIMITED
(Registration No. 1990/000900/08)

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER HOAC/JHB/6914

REPAIRS TO SECURITY FENCE GEORGE GOCH

ISSUE DATE : 23 NOVEMBER 2010

CLOSING DATE : 07 DECEMBER 2010

OPTION DATE : 31 MARCH 2011

CLOSING TIME : 10H00

BRIEFING DATE : 30 NOVEMBER 2010

BRIEFING TIME : 10H00

VENUE : GEORGE GOCH
TRACK LAB

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/JHB/6914

REPAIRS TO SECURITY FENCE GEORGE GOCH

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

TRANSNET



REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER HOAC/JHB/6914

REPAIRS TO SECURITY FENCE GEORGE GOCH

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/JHB/6914

REPARIS TO SECURITY FENCE GEORGE GOCH

NOTICE TO BIDDERS

Refer Document attached hereto

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

On or after 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 203158598, 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 : GEORGE GOCH

TRACK LAB

Time : 10h00

Date : 30 NOVEMBER 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/JHB/6914
Description : REPAIRS TO SECURITY FENCE GEORGE GOCH
Closing date and time: 07 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 be noted that the above tender box is located at the main entrance and is accessible to the public 24 hours per day, days & 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 07 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):**

TRANSNET



- 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: _____

PHYSICAL ADDRESS: _____

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

SECTION 2

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER :HOAC/JHB/6914

REPAIRS TO SECURITY FENCE GEORGE GOCH

REQUISITION FOR QUOTATION

COMPANY NAME:

.....

.....

.....

Tel (011)
 Fax (011)

ISSUE DATE 23 -11- 2010

CLOSING DATE 07- 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.	REPAIRS TO SECURITY FENCE GEORGE GOCH		
Total price for the service			
2.Prices must be V.A.T. exclusive			
3. Direct delivered to:	GEORGE GOCH		
4.Contact person:	Esther Tyam 011 773-8557 /083 704 1798 Blom		

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 be 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

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 specification
 - 7.2.1 Previous reference
- 7.3."BBBEE"
 - 7.3.1.Provide BBBEE level Certification

SIGNATURE OF TENDERER: _____

Date: _____

“PREVIEW COPY ONLY”



SECTION 3

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER : HOAC/JHB/6914

REPAIRS TO SECURITY FENCE GEORGE GOCH

CERTIFICATE OF ATTENDANCE

Refer Document attached hereto

8. RFQ SITE MEETING:

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

VENUE : GEORGE GOCH
 TRACK LAB

Time : 10h00

Date : 30 NOVEMBER 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

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SIGNATURE OF TENDERER:

Date: _____



TRANSNET



SECTION 4

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER : HOAC/JHB/6914

REPAIRS TO SECURITY FENCE GEORGE GOCH

SCOPE OF WORK

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TENDERER'S SIGNATURE DATE.....2010



	<u>QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>AMOUNT</u>
1. Site establishment and de site establishment	1	Job		
2. Remove existing diamond mesh fence and barbed wire complete	229	Meter		
3. Supply and fit 2.40 meter high precast concrete wall complete	261	Meter		
4. Apply wet to dry epoxy	1427	M2		
5. Supply and fit high tensile welded mesh (Ref156)	1427	M2		
6. Sprayed concrete to 25 MPA (4:1) strength 40 mm. thick to existing precast wall	1427	M2		
ACT 85 SAFETY MUST BE ADHERED TO ALL TIMES				
ALL WORK TO BE DONE ACCORDING TO SABS STANDARDS				
LEAVE AREA CLEAN AND NEAT AFTER COMPLETION OF WORK				
	GROSS TOTAL R _____			
	14% V.A.T. R _____			
	AMOUNT DUE R _____			

SPECIFICATION



1. **EARTH WORKS**

- 1.1 Ground must be leveled of to ensure an even space between ground and underside of fence of approximately 1000m. This must be priced separately and will be measured in M²
- 1.2 All vegetation must be cleaned for one m on either side including trees next to fence.

2. **OLD FENCE**

Remove existing 1.80m diamond mesh fence and barbed wire complete.

3. **EXCAVATIONS**

Excavations in earth must be included in the price per running m for the fence. Allowance is made in the schedule of work and prices as an extra item for excavations in soft rock.

4. **CONCRETE**

All concrete work should be to a strength of 15 MPA at 28 Days
 Corner and intermediate posts should be cast in concrete with dimensions of 300x300x600mm deep
 Stays should be cast in concrete of 300x450x500 deep
 No concrete plinth is required

5. **PAINT**

All existing and new rail posts and stays where new fence to be erected must be painted two (2) coats alluminium paint (Prominent)
 Paint gates new and old (2) coats alluminium paint (prominent)

6. **FENCE**

Supply and erect 2.10 m high razor mesh fencing as specification below. All new steel work except standards to be hot dipped galvanized.

Corner and intermediate post members should be of 2.700x76x2.5mm round tubing and spaced at a minimum of 20m.

Intermediate support section must be Iscor Y standards of a minimum of 2.70m long and will be hammered in ground to obtain the required length and should be spaced at 4m centers

Corner and straining posts \pm 100m centers should be cast in a 300x300x600m concrete footing.

Stay posts to be bolted or welded to corner and straining posts.

**7. STRAINING WIRE**

Five strains of 3.5mm core wire fully galvanized shall be used for supporting the razor mesh and spaced approximately 500mm apart on the fence.

8. BINDING WIRE

The binding wire must be tied around the post and then to the straining wire. The binding wire must have a minimum of five twists and must be 1.6mm core fully galvanized.

9. RAZOR MESH FENCE

2.10m high razor mesh fully galvanized shall comply with SABS 675 shall be used. The razor mesh must be tied with binding wire to the straining wire that must be spaced approximately 500mm apart.

10. GATES

10.1 The 2.10x6, 00m swing gates must be manufactured of 40x2.5mm round boiler tubing.

10.2 Gate to be fitted with a locking mechanism for a 100mm padlock.

10.3 The gates must be lined with razor mesh.

11. REPAIRS TO EXISTING FENCE

Repairs patch to existing fence existing fence to tie together with binding wire. Razor mesh to be tie to existing fence one meter on either side of patch work.

SPECIFICATION**PRECAST WALL**

The unit of measurements for pre-cast wall will be in km length of pre-cast wall supplied and erected. The tendered rate shall allow for all labour, material and equipment to supply and erect pre-cast wall and backfill excavation for poles to the required compaction.

SPRAYED CONCRETE

The unit of measurement and payment is square meter of 50mm thick sprayed concrete applied and fixing of mesh on pre-cast wall. The tender rate includes all requirements as per specifications and drawings.

The tendered rate shall allow for all labour, plant, material and equipment to apply sprayed concrete and joints.



SCOPE OF WORK

This part of the project specification covers the construction of security wall and related activities, which includes:

PRECAST WALL

Consisting of 3.0m x 0.13 x 0.24 pre-cast poles embedded in the ground to the depth of 600mm and exposed 2.7m above ground level.

An expansion joint must be formed by double poles not more than 45mm apart, the expansion joint shall be made as detailed in drawing 3120620 – C – 03.

Each section of the pre-cast wall system comprises of 8 pre-cast panels, with a length of 1500mm from centre and thickness is 80mm.

SPRAYED CONCRETE APPLICATION

The faces of the pre-cast wall shall be clean and free of dust and loose material.

Welded steel mesh ref 156 shall be fixed to both the faces to be treated a 10mm space between the wall and the mesh should be allowed. This mesh will extend over the top of the wall and bent back to form an 'L' hook and covered with sprayed concrete.

Sprayed concrete with strength of 25MPA at 28 days will be applied to both the faces of the wall to provide a minimum cover of 50mm per face, the total cross sectional thickness of the wall after treatment will be minimum of 150mm.

The face will be left with a natural nozzle finish after treatment.

The top edge of the sprayed concrete will be defined by means of a horizontal former to provide a neat top edge.

The treatment of the sprayed concrete wall application will extend to ground level and be neatly finished.

CONCRETE

Construction of the foundation for the poles and encasing of rebars, a 25Mpa concrete must be used.

INTERPRETATION



This part of the project shall be read in conjunction with the following specification .

SANS 1200 g

DEFINITION

SPRAYED CONCRETE

A mixture of cement, aggregate and water projected at high velocity into place from a nozzle, to produce a dense homogeneous mass.

CONSTRUCTION JOINT

Means a joint made by design or made necessary by a prolonged interruption in placing of concrete.

EXPANSION JOINT

Means a joint made to allow the structure to expand and retract due to environmental conditions without compromising the integrity of the structure by developing cracks.

MATERIALS

Sprayed concrete with cube strength of Mpa after 28 days will be used.

CONCRETE

Concrete with cube strength of 26 Mpa after 28 days will be used for all structural concrete work.

WET TO DRY EPOXY

Apply wet to dry day epoxy to existing wall prior sprayed concrete apply.

WELDED MESH FABRIC

Welded mesh fabric complies with the requirements of SANA 1024 – 1991

**EQUIPMENT****CONCRETE BATCHING**

Concrete batching equipment include bins and mass measuring equipments for and cement, if used in bulk. The mass measuring equipment shall be accurate percent throughout its working range. The Contractor provides a certificate of accuracy of a measuring equipment on a quarterly basis.

CONSTRUCTION**SPRAYED CONCRETE****Spraying Procedure**

Reinforcement shall be firmly fixed to give the cover specified in the specification or by the Project Manager

- Guide shall be set up to define the required finished surface, and subjected to approval.
- No concrete shall be sprayed in air temperature less than 1°C. Freshly sprayed concrete shall be protected from rain and water until the surface is of sufficient hardness to resist damage.
- Sprayed concrete shall be applied so that it neither sags nor slumps.
- All reinforcement shall be completely embedded in the sprayed concrete.
- Cover to reinforcement shall be at least 25mm
- Sprayed concrete shall be left with a struck off finish. All surface finishes shall be reasonably uniform in texture and free of blemishes.
- Freshly sprayed concrete shall be protected against freezing for a period of at least three days. Final layers shall be kept wet continuously for at least 7 days.
- Areas of sprayed concrete, which exhibit a lack of compaction or bond, dry patches, voids, sand pockets or sagged or slumped material shall be removed and re-sprayed immediately. Areas of re-spraying shall be not less than 300x300mm.

BATCHING

The Contractor shall design Mix proportions. Mass batching shall be employed unless volume batching is approved. The accuracy of the mass batching shall be within 3%. If volume batching is permitted the equipment shall be calibrated periodically by mass measurement.

Damp aggregate shall be used within one hour of the addition of cement. Cement may however be added more than one hour before use provided that the aggregates are thoroughly oven dried.

All constituents shall be uniformly distributed throughout the mix.



CURING

In order to enhance long-term durability of the concrete, proper curing shall be carried out so that adequate hydration of the cement take place.

The following curing methods are permissible, except where other wise specified:

For plain concrete:

Retaining forms in place on vertical surfaces, provided they are made of non-absorbent facing materials.

Sprinkling or spraying with water. This shall be done at frequent intervals provided that the concrete remains continuously moist and is not allowed t dry out between wetting. Erosion of the fresh concrete surface shall be avoided.

Covering with plastic sheeting, waterproof or other curing paper. The covering material shall be firmly and continuously held in place along its edges such that the concrete surface is not allowed to dry out. Care shall be taken not to tear, puncture or otherwise disrupt the continuity of the curing film. Plastic film must not be black and preferably not white or clear.

CONCRETE SURFACES

All exposed concrete surface shall have a neat, smooth, even and uniform finish

CONCRETE

BATCHING

All aggregates are precisely measured by mass using approved precision weigh batching equipment, unless otherwise permitted by the Project Manager.

Should any variation in the composition of the aggregate become apparent, the Project Manager shall be notified and a further sample of the aggregate submitted immediately for his approval

READY-MIXED CONCRETE

The use of ready mix concrete is permissible concrete test results obtained from the production facility are acceptable, provided that the tests are carried out in accordance with the specifications.

Where concrete is delivered to site mixed, the requirements of SANS 878 shall apply.



PLACING

Inspection of excavation: The size, shape and depth of any excavation shall be approved by the Project Manager before concrete is placed.

CURING

In order to enhance the long-term durability of the concrete, proper curing shall be carried out so that adequate hydration of the cement takes place.

The following curing methods are permissible, except where otherwise specified:

For Plain Concrete:

- Retaining forms is place on vertical surfaces, provided they are made of non-absorbent facing material.
- Ponding in water on horizontal surfaces. Curing water must be fresh and hot not be more than 10°C cooler than the concrete on which it is to be applied, in order to avoid surface cracking.
- Covering with sand, earth, straw, sawdust, cotton, jute, burlap or Hessian or similar moisture materials. The Materials shall be kept continually moist and not allowed to dry out as alternate wetting and drying is detrimental to the curing process. The material shall be free of injurious amounts or substances such as sugar or fertilizer that may harm the concrete or cause discoloration.
- Sprinkling or spraying with water. This shall be done at frequent intervals provided that the concrete surface remains continuously moist and is not allowed to dry out between wetting. Erosion of the fresh concrete surface shall be avoided.
- Covering with plastic sheeting, waterproof or other curing paper. The covering material shall be firmly and continuously held in place along its edges such that the concrete surface is not allowed to dry out. Care shall be taken not to tear, puncture or otherwise disrupt the continuity of the curing film. Plastic film must not be black and preferably not white or clear.

CONCRETE SURFACES

All exposed concrete surface shall have a neat, smooth, even and uniform finish



RECORDS

The Contractor shall maintain the following daily records for sprayed concrete and concrete structure and make these available at all times during the progress of the work for inspection by the Project Manager

- The date and times during which concrete is placed
- Identification of the part works in which the concrete is placed.
- The mix proportions and specified strength.
- The type and brand of cement
- The slump of the concrete
- The identifying marks of test cubes made
- Curing procedure applied to concrete placed
- The date of dispatch of the cubes to the testing laboratory
- The test results.

The records shall be delivered to the Project Manager each week except in the case of sub-standard concrete, where the Project Manager is informed immediately.

TOLERANCES

Tolerances shall be within the limits listed SANS 1200 G for Degree of Accuracy II specified in clause 6, unless stated otherwise on drawings.

The wall shall not deviate more than 50mm from the proposed design position.

TESTING

SPRAYED CONCRETE

All spraying procedure shall be approved. Trial mixes of each proposed mix design shall be prepared, and procedure test panels shall be sprayed in good time before the commencement of the works or introduction of an amended spraying procedure in order to allow approval to be obtained.

CONCRETE

Before the start of any concrete work on site, the Contractor shall supply the Project Manager with a statement of the mix propositions which he proposes to use, and the target strength for each grade of concrete.



GENERAL

All testing shall conform to the relevant clauses in SANS 1200

FREQUENCY OF SAMPLING

Frequency of sampling and testing shall be as specified in SANS 1200G to the testing of a minimum of three sets of samples per day from each grade of concrete place in each independent if the concrete quantity from which these samples were taken, exceeds 40m³ and the testing of a minimum of two sets of samples per day when such quantity is equal to or less than 40m³

ACCEPTANCE CRITERIA

Acceptance criteria are as specified in SANS 1200 G, section 7.3. If the Contractor disputes test results on concrete cubes, the concrete represented by the cubes are considered acceptable if the Contractor, at his own cost, proves to the satisfaction of the Project Manager that the estimated actual strength of the cores taken from the structure, determined in accordance with SANS method 865, is not less than the specified strength.

If the strength of concrete fails to meet the acceptance criteria stipulated, the Project Manager may in his sole discretion, and in addition to the options listed in SANS:

Accept the concrete subject to approved remedial measures being undertaken by the Contractor or permit the concrete to remain subject to the payment of a penalty.

The penalty is determined as follows:

$$\text{Penalty} = V \times R \times F$$

Where:

V = Volume of concrete of unsatisfactory strength represented by the test result

R = Relevant scheduled rate

$$F = 1 - \frac{\text{average strength of unsatisfactory concrete}}{\text{Specific strength} + 6 \text{ Mpa}}$$

When the relevant schedule rate @ includes the cost of formwork or

$$F = 1 - \frac{\text{Average strength of unsatisfactory concrete}}{\text{Specific strength} + 6 \text{ Mpa}}$$

When the relevant schedule rate @ exclude the cost of formwork, or where no formwork is involved.



SPECIAL CONDITIONS REGARDING BLACK ECONOMIC EMPOWERMENT

It is specifically recorded that this contract is awarded to the contractor / supplier on the unequivocal understanding by the parties that –

1. Black and/or BEE contractors/suppliers shall for purpose of this contract mean South African companies (business entities) owned by, or in part owned by, South African citizens of African, Coloured or Indian origin;
 - 1.1 The black ownership constitutes _____ percent (%) of the business concern of the contractor/supplier;
 - 1.2 The contractor/supplier shall furnish proof of 1.1 above to Spoornet;
 - 1.3 The contractor/supplier has familiarised itself with Transnet's Black Economic Empowerment Policy and undertakes to abide by the requirements thereof during the currency of this contract;
 - 1.4 Should the aforesaid degree of black ownership, at any time after the awarding of the contract, change, and this change reflects a decrease from that specified in the sub-clause 1.1, above, then and in such event the contractor/supplier, shall be obliged to inform Transnet (Spoornet) thereof in writing within two (2) weeks of such change. Failure on the part of the contractor/supplier to do so shall constitute a material breach of the contract which shall entitle Transnet (Spoornet) to unilaterally cancel the contract and enforce such other rights as it may in law have arising out of such breach of contract; and
 - 1.5 In the event of the black ownership of the contractor/supplier being changed and the contractor/supplier duly informing Transnet (Spoornet) thereof in accordance with Sub-clause 1.4 above, then Transnet (Spoornet) shall have the right to (1) continue with the contract on the same terms and conditions, or (2) propose such amendments as it may deem fit for the remaining period of the contract or (3) resile from the contract.

SIGNED at _____ on this _____ day of _____ 2010

(CONTRACTOR)

AS WITNESSES:

1. _____

2. _____



E4

I, We _____

carrying on as business under the style and title of _____

hereby offer to undertake and complete the abovementioned work at a tender price and in accordance with the terms set forth in the Specimen Contract Agreement, General and/or Special Conditions and Particular Specifications for the sum of

R _____ (in words) _____

(Inclusive of VAT)

I/We undertake to complete the whole of the works as specified in the particular specifications within ten calendar days from the date of notification of the acceptance of my/our tender.

I/We declare that this tender holds good until _____ (a minimum period of 90 days from the closing date is required).

SIGNED AT _____ ON THIS _____ DAY OF _____ 2010

SIGNATURE OF TENDERER/S

AS WITNESSES

1. _____

2. _____



E.4 ANNEXURE

(TO BE COMPLETED BY TENDERERS)

RESOLUTION OF BOARD OF DIRECTORS/COMPANIES/PARTNERS/PARTNERSHIPS

Tenderers must disclose hereunder the full name/s and address/es of the director/s of the company or of the partners or the partnership on whose behalf the tender is submitted.

State here if the tender is submitted on behalf of a company or partnership.

Company/Partnership/Close Corporation (Delete which is not applicable)

Registration number of company: _____

VAT Registration number: _____ (must be supplied)

NB. IT IS COMPULSORY IN THE CASE OF A FEMALE DIRECTOR/MEMBER OR PARTNER TO FURNISH HER MAIDEN NAME AND IF APPLICABLE, HER PREVIOUS MARRIED NAMES

Full name of director or partner

Address (physical)

Is there any family or direct relationship between any of the abovementioned directors, members or partners and any employee of Spoornet:

- YES / NO If so, full particulars of such relationship should be furnished separately.

Failure to furnish all or correct information may prejudice a tender.

If the space above is insufficient for all the information, tenderers should furnish the information separately.

Signature of Tenderer/s : _____

Address of registered office (Box No): _____

Telephone no. (Business) _____ *Fax no.* _____

Date : _____



E.4A

TRANSNET FREIGHT RAIL

1. SITE INSPECTION CERTIFICATE

This is to certify that _____ has/have today inspected and examined the site of the proposed works for which he/they is/are submitting his/their tender.

SIGNED at _____ on this _____ day of _____ 2010

TRANSNET FREIGHT RAIL
REPRESENTATIVE

GRADE

2. CERTIFICATE OF ACQUAINTANCE WITH CONTRACT DOCUMENTS

I/We _____ do hereby certify that I/we acquainted myself/ourselves with the E.4 documents, specifications, special conditions and specimen contract (which is annexed to this tender document), as laid down by Spoornet for the carrying out of the proposed works for which I/we submitted my/our tender.

SIGNED at _____ on this _____ day of _____ 2010

TENDERER (S)

WITNESSES :

- 1. _____
- 2. _____



**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;



- (b) the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;
- (c) 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
- (d) 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 the 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.



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:

 - (b) Name and tel no of client's contact person or agent:

 - 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: _____

PREVIEW COPY ONLY



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.

“PRELIMINARY COPY ONLY”



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 _____

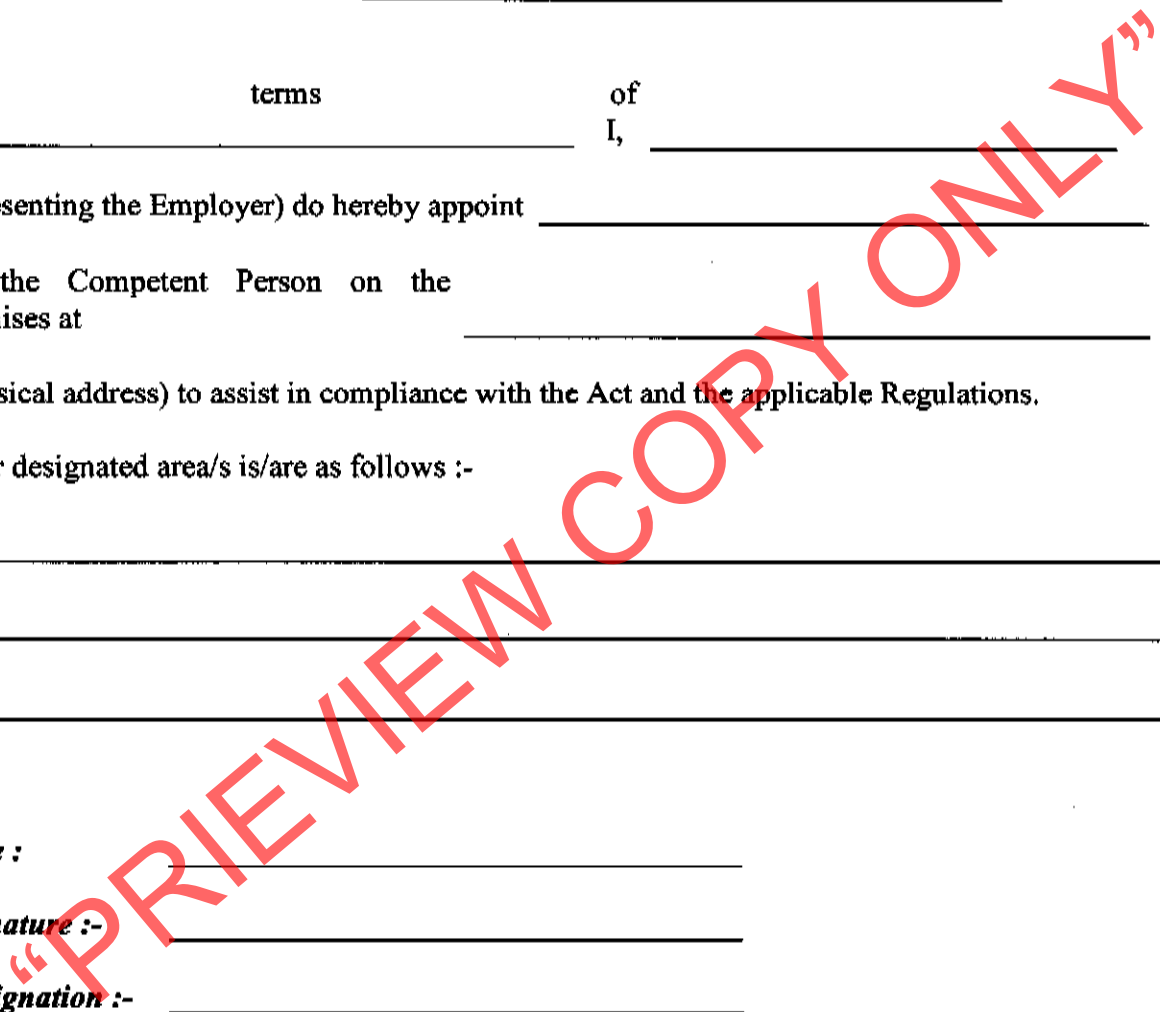
(physical address) to assist in compliance with the Act and the applicable Regulations.

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)

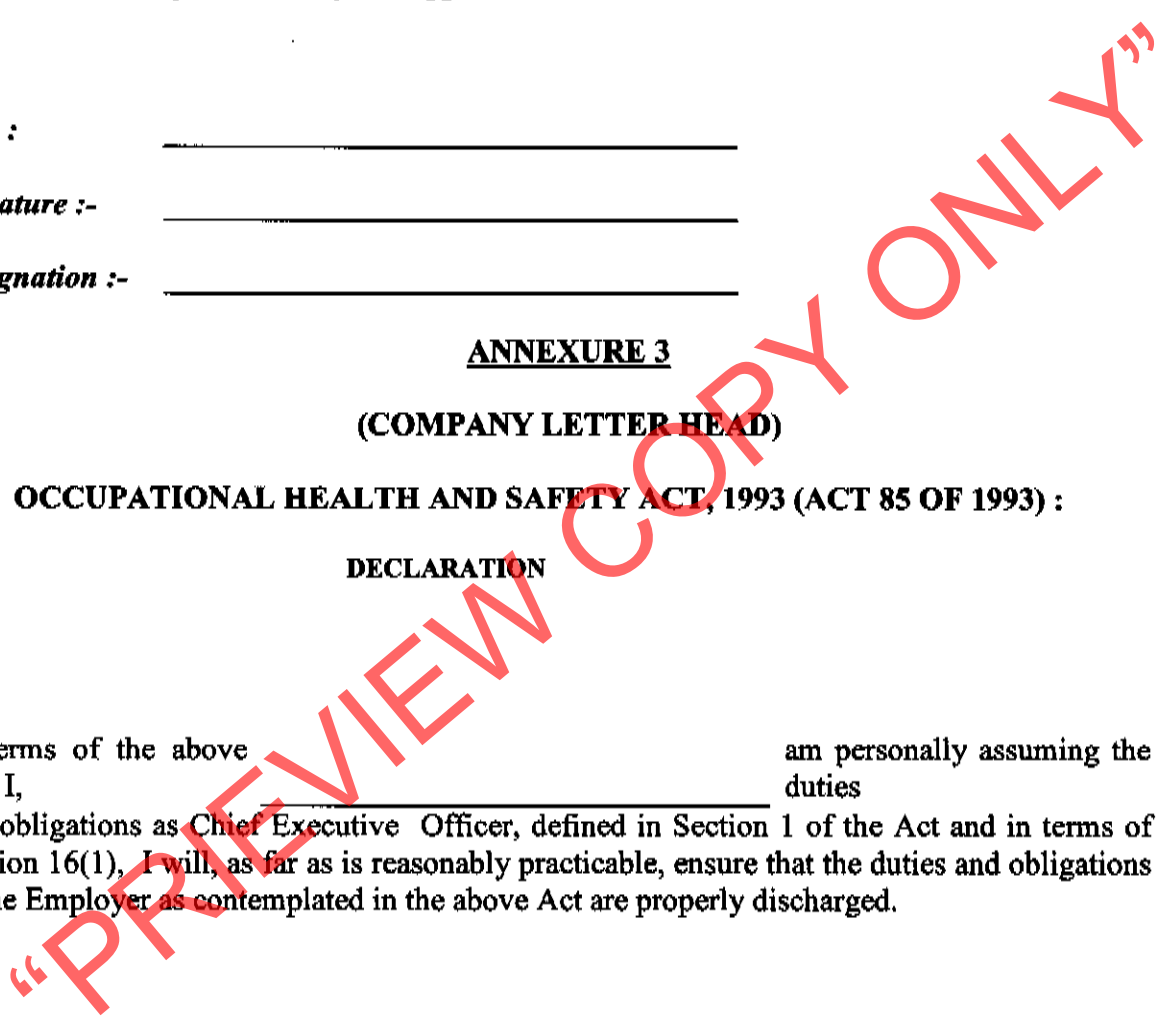
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) :

DECLARATION

In terms of the above _____ am personally assuming the duties of the above Act I, _____ 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 : _____



TRANSNET



ANNEXURE 4

(LETTER HEAD OF BUSINESS DIVISION OR UNIT OF TRANSNET LIMITED)

SITE ACCESS CERTIFICATE

Access to : _____ (Area)
Name of _____
Contractor/Builder :- _____
Contract/Order No.: _____

The contract works site/area described above are made available to you for the carrying out of associated works
In terms of your contract/order
with
(company
) _____

Kindly note that you are at all times responsible for the control and safety of the Works Site, and for persons under your control having access to the site.

As from the date hereof you will be responsible for compliance with the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended, and all conditions of the Contract pertaining to the site of the works as defined and demarcated in the contract documents including the plans of the site or work areas forming part thereof.

Signed : _____
TECHNICAL OFFICER

Date : _____



ACKNOWLEDGEMENT OF RECEIPT

Name _____ *of* _____ *I,*
Contractor/Builder :- _____

_____ *do hereby acknowledge and accept the*
duties
and obligations in respect of the Safety of the site/area of Work in terms of the
Occupational Health and Safety Act; Act 85 of 1993.

Name : _____

Designation : _____

Signature : _____

Date : _____

“PREVIEW COPY ONLY”



APPLICATION AND INDEMNITY

I/We _____ in my/our capacity as _____ and being duly authorised to represent _____ hereby apply to Transnet Freight Rail on my/our behalf for permission to enter into Transnet property, Johannesburg ("permission").

I/We hereby agree to accept liability and agree to pay all charges that may be raised by Transnet Freight Rail in respect of labour, material, use of plant, vehicles or craft, etc. in connection with or arising from the permission to work.

I/We hereby indemnify Transnet Freight Rail against liability for any damage caused to my/our property or that of my/our client and also indemnify Transnet Freight Rail against :

- i) any damage to its property;
- ii) liability in respect of any damage to the property of third parties;
- iii) liability in respect of death of or injury to any employee of Transnet Freight Rail or the death of or injury to any third party;
- iv) any legal costs or expenses reasonably incurred in connection with claims or actions arising out of any of the foregoing;

whenever the damage, injury or death contemplated above is due to or arises out of the permission to work, or the use of any article or thing in connection with the performance of the work; provided that the party giving this indemnity shall incur no liability hereunder for any damage, injury or death which is due to wilful misconduct or gross negligence on the part of Transnet Freight Rail or any of its employees.

SIGNED at _____ on this _____ day of _____ 2010

(CONTRACTOR)

AS WITNESSES :

- 1. _____
- 2. _____



SECTION 5

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER : HOAC/JHB/6914

REPAIRS TO SECURITY FENCE GEORGE GOCH

RETURNABLE DOCUMENTS

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

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

SIGNATURE OF TENDERER:

Date: _____



SECTION 6

REQUEST FOR QUOTATION ("RFQ")

REFQ NUMBER : HOAC/JHB/6914

REPAIRS TO SECURITY FENCE GEORGE GOCH

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 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		R5-25 million		> R25 million	
Does Your Company Produce		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 Director Or TR290 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 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 / 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)

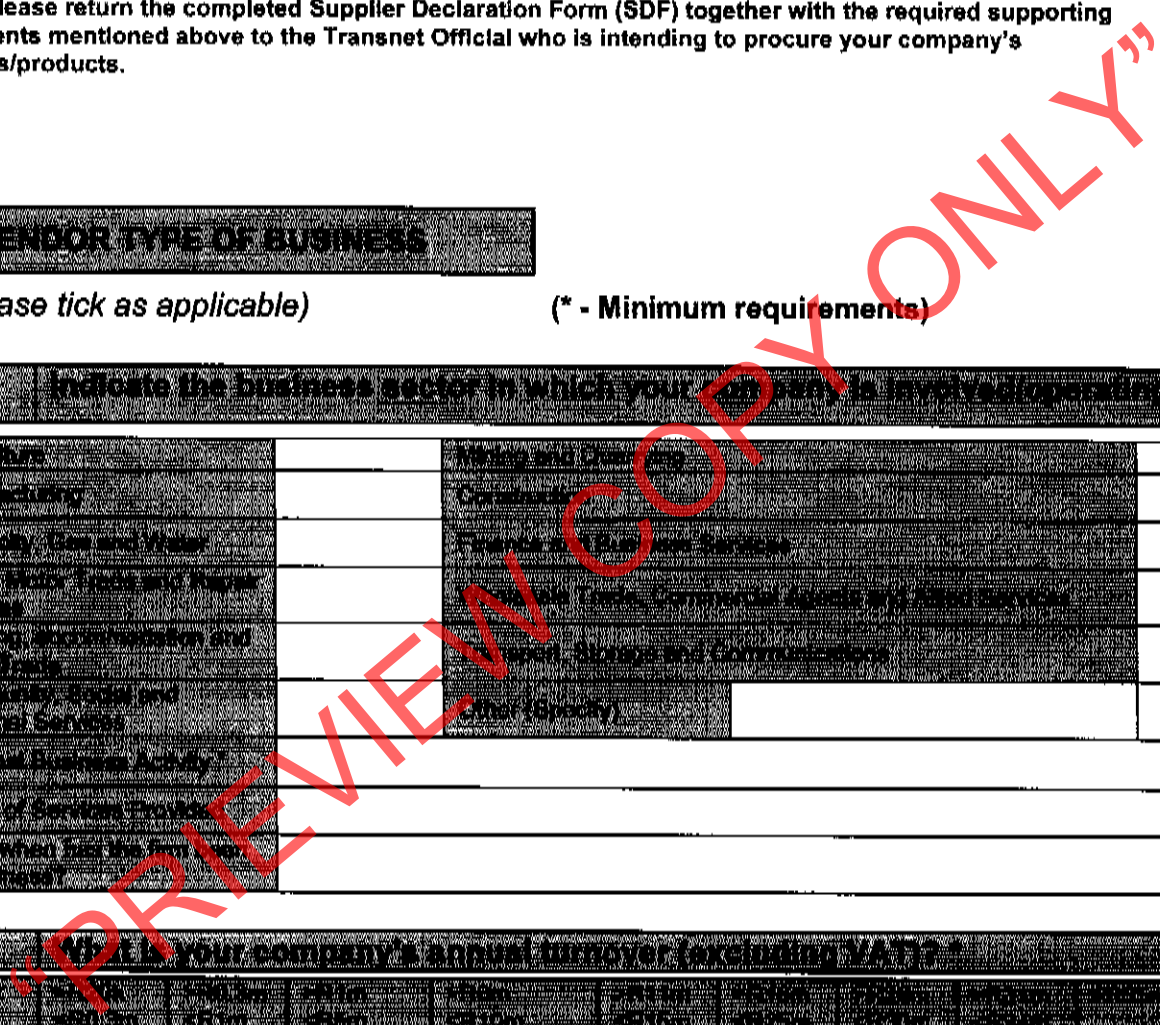
2.1 Indicate the business sector in which you or your company is involved/operating

Agriculture Manufacturing Electrical, Electronic & Water Mechanical Engineering Chemical, Petrochemical and Plastics Mining Transport, Air, Sea and Land Information Technology Services (Retail, Wholesale, etc.) Financial Services Other		Other (Specify)	
--	--	--------------------	--

2.2 What is your company's annual turnover/expenditure/turnover?

--	--	--	--	--	--	--	--	--	--

2.3 What are your operating/production/turnover statistics?





3. VENDOR OWNERSHIP DETAIL

(Please tick as applicable)

(* - Minimum requirements)

3.1 Did the firm previously operate under another name?
 YES NO

3.2 Is similar to previous name?
 Registered Name: _____
 Trade Name: _____

3.3 Who were its previous major contract clients?
 SURNAME & INITIALS: _____
 TITLE: _____

3.4 List details of current directors, directors, partners and shareholders of the company (number of shares held) (if applicable) (as at 31/12/2014)

NAME	POSITION	SHARES	PERCENTAGE	DATE

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

NAME	POSITION	DATE

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

NAME	POSITION	DATE

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

4.1	Is the company a South African company?					
4.1.1	Company Name					
4.1.2	Company Address					
4.1.3	Company Telephone					
4.1.4	Company Fax					
4.1.5	Company Email					
4.1.6	Company Website					

4.1	Is the company a South African company?					
4.1.1	Company Name					
4.1.2	Company Address					
4.1.3	Company Telephone					
4.1.4	Company Fax					
4.1.5	Company Email					
4.1.6	Company Website					

4.2	Is the company a South African company?					
4.2.1	Company Name					
4.2.2	Company Address					
4.2.3	Company Telephone					
4.2.4	Company Fax					
4.2.5	Company Email					
4.2.6	Company Website					

4.2.1	Company Name					
4.2.2	Company Address					
4.2.3	Company Telephone					
4.2.4	Company Fax					
4.2.5	Company Email					
4.2.6	Company Website					

4.2.1	Company Name					
4.2.2	Company Address					
4.2.3	Company Telephone					
4.2.4	Company Fax					
4.2.5	Company Email					
4.2.6	Company Website					

4.2.1	Company Name					
4.2.2	Company Address					
4.2.3	Company Telephone					
4.2.4	Company Fax					
4.2.5	Company Email					
4.2.6	Company Website					

4.2.1	Company Name					
4.2.2	Company Address					
4.2.3	Company Telephone					
4.2.4	Company Fax					
4.2.5	Company Email					
4.2.6	Company Website					

4.2.5	Type (show only possible following information)					
4.2.5.1	Company Name					
4.2.5.2	Company Address					
4.2.5.3	Company Telephone					
4.2.5.4	Company Fax					
4.2.5.5	Company Email					
4.2.5.6	Company Website					

4.2.6	Company Name					
4.2.6.1	Company Address					
4.2.6.2	Company Telephone					
4.2.6.3	Company Fax					
4.2.6.4	Company Email					
4.2.6.5	Company Website					

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Division

4.2.7 Are any of your immediate family members employed by Transnet?

YES NO

4.2.8 Are any of your family members employees of Transnet?

YES NO

4.2.9 I/We hereby certify that the information provided in this questionnaire is true and correct.

SUPPLIER & DETAILS	IDENTITY NUMBER	NAME	ADDRESS	TEL. NUMBER	TELE. TYPE

Internal Transnet Departmental Questionnaire (for office use only)

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

TFR	TRE	TPT	TPL	TNP	TRN
Creates	Amend	Block	Unblock	Ones-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?

	Yes	No
i. Products only	<input type="text"/>	<input type="text"/>
ii. Services only	<input type="text"/>	<input type="text"/>
iii. Labour only	<input type="text"/>	<input type="text"/>
iv. Mix of services and products	<input type="text"/>	<input type="text"/>
v. Mix of services and labour	<input type="text"/>	<input type="text"/>

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

TRANSNET



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

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

Section 2: To be completed by the BEE Department (in addition to the Contract Agreement, if applicable)

UNPROCESSED				PROCESSED				VALID DATE					
BEE OPS	BWBE	ERBE	MR	CONF LEVEL	ENE (REN)	ISE (REN, IZSR)	ENICE (ENR)						
Name				Grade	Date				Signature				
					Y	Y	Y	Y	M	M	D	D	
					Y	Y	Y	Y	M	M	D	D	

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SECTION 7

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER : HOAC/JHB/6914

REPAIRS TO SECURITY FENCE GEORGE GOCH

GENERAL TERMS AND CONDITIONS (CSS5 - GOODS)

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SECTION 8

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER : HOAC/JHB/6914

REPAIRS TO SECURITY FENCE GEORGE GOCH

STANDARD TERMS AND CONDITIONS OF CONTRACT (US7 – SERVICES)

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SECTION 9

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER : HOAC/JHB/6914

REPAIRS TO FENCE GEORGE

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.

TRANSNET



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: _____

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TRANSNET



delivering on our commitment to you

Suppliers Code of Conduct

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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.



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- >> 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.

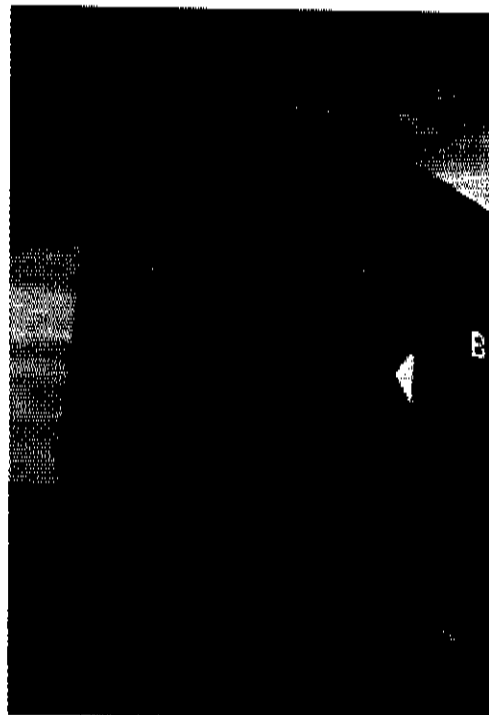
- >> There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our suppliers to use our "Tip-offs Anonymous" Hotline to report these acts - 0800 003 056.

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.

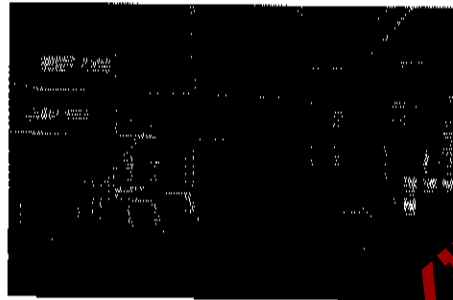
- >> Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities.





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

TRANSNET



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