



Transnet Freight Rail  
an Operating Division of  
TRANSNET SOC LIMITED  
(Registration No. 1990/000900/06)

## REQUEST FOR PROPOSAL ("RFP")

**RFP NUMBER: HOAC-VAR-8456**

### SUPPLY OF VARIOUS TYPES OF OPTICAL FIBRE CABLES FOR A PERIOD OF 2 YEARS

<b>ISSUE DATE</b>	:	<b>23 April 2012</b>
<b>BRIEFING SESSIONS</b>	:	<b>02 May 2012 at 10H00</b>
<b>CLOSING DATE</b>	:	<b>29 May 2012</b>
<b>CLOSING TIME</b>	:	<b>10h00</b>
<b>OPTION DATE</b>	:	<b>30 September 2012</b>

**Please note that late responses and those delivered or posted to the incorrect address will be disqualified.**



**RFP NUMBER: HOAC-VAR-8456**

**SUPPLY OF VARIOUS TYPES OF OPTICAL FIBRE CABLES  
FOR A PERIOD OF 2 YEARS**

**SCHEDULE OF DOCUMENTS**

**Section**

1. **Notice to Bidders**
2. **Background, Overview and Scope of Requirements**
3. **Quotation Form**
4. **Resolution of Board of Directors (Respondent's Representative)**
5. **Certificate of Acquaintance with RFP Documents**
6. **Pricing Schedule**
7. **General Tender Conditions (CSS5 – Services)**
8. **Standard Terms and Conditions of Contract (US7 - Services)**
9. **Specification**
10. **Non- Disclosure Agreement**
11. **Supplier Code Of Conduct**
12. **SDF (Supplier Declaration Forms)**
13. **Safety Clause**
14. **Certificate of Attendance of Briefing Session**

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Respondent's Signature

2

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Date and Company Stamp



## SECTION 1

**RFP NUMBER: HOAC-VAR-8456**

### **SUPPLY OF VARIOUS TYPES OF OPTICAL FIBRE CABLES FOR A PERIOD OF 2 YEARS**

#### **NOTICE TO BIDDERS**

1. Quotations are requested from interested persons, companies, close corporations or enterprises (hereinafter referred to as the "**Respondent(s)**") to supply the above-mentioned requirement to Transnet.

On or after 23 April 2012 the RFP documents may be inspected at, and are obtainable from the office of Transnet Tender Advice centre, Inyanda House 1, Ground Floor, 21 Wellington Road, Parktown, Johannesburg. **During office hours 08h00 to 15h00.** A non-refundable Quotation fee of **R500.00** (Inclusive of VAT) is applicable per quotation. Payment is to be made to Transnet Freight Rail, **Standard Bank Account number 203158598, Branch Code, 004805. The deposit slip must reflect RFP, HOAC-VAR-8456** and the Company Name Receipts to be presented prior to collection of the RFP's. RFP documents to be collected until **30 April 2012, 15h00**

For specific queries before the closing of the RFP, the following TRANSNET Freight Rail employee(s) may be contacted

For commercial queries:

Name	:	Barbara Msomi
Division	:	Transnet Freight Rail, (SCS)
Email	:	<a href="mailto:barbara.msomi@transnet.net">barbara.msomi@transnet.net</a>
Tel	:	011 584 0616
Cell	:	083 572 1760

2. **There will be a compulsory briefing session starting at 10h00, on the 02.05.2012. Inyanda House 2, 13-15 Girton Road, Barongwa Boardroom, Parktown**
3. Quotations **in duplicate** must reach the Chairperson, Transnet Acquisition Council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:



RFP No : HOAC-VAR-8456

Description : SUPPLY OF VARIOUS TYPES OF OPTICAL FIBRE CABLES  
FOR A PERIOD OF 2 YEARS

Closing date and time : 29 May 2012 at 10h00  
Closing address (refer options paragraph 4 below)

**4. DELIVERY INSTRUCTIONS FOR THIS RFP**

- 4.1 **If posted**, the envelope must be addressed to the, The Chairperson, TRANSNET Freight Rail Acquisition Council, and P.O. Box 4244, Johannesburg 2000 and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the RFP. In the event of the late receipt of a Quotation, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 4.2 **If delivered by hand**, the envelope is to be deposited in the TRANSNET tender box which is located at the main entrance, TRANSNET Freight Rail Acquisition Council RFP box which is located in the foyer on the ground floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg, and should be addressed as follows:

THE CHAIRPERSON  
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL  
GROUND FLOOR  
TENDER BOX  
INYANDA HOUSE 1  
21 WELLINGTON ROAD  
PARKTOWN  
JOHANNESBURG  
2001

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

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

- 4.3 **If dispatched by courier**, the envelope must be addressed as follows and delivered to the Office of The Chairman, Transnet Freight Rail and a signature obtained from that Office.

THE CHAIRPERSON



TRANSNET FREIGHT RAIL ACQUISITION COUNCIL  
INYANDA HOUSE 1  
21 WELLINGTON ROAD  
PARKTOWN  
JOHANNESBURG  
2001

5. Please note that this RFP closes punctually at 10:00 on Tuesday 29 May 2012
6. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."
7. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
8. The responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.
9. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. service fees, deliverables, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
10. Envelopes must not contain documents relating to any RFP other than that shown on the envelope. All envelopes must reflect the return address of the Respondent on the reverse side.
11. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 22 (*Alterations made by the Respondent to Tendered Prices*) of the General Tender Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.
12. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")**

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

Transnet would accordingly allow a "preference" in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended) to companies who provide a BBBEE accreditation Certificate. All procurement and disposal transactions in excess of R30000 will be evaluated accordingly. All transactions below R 30,000 will as far as possible be earmarked for EME's.

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



In terms of Government Gazette No. 32467, Notice No. 810 dated 31 July 2009, as from 1 February 2010 only BBBEE certificates issued by Accredited Verification Agencies of Verification Agencies that are in possession of a valid pre-assessment letter from South African National Accreditation System will be valid.

However accreditation certificates issued by non-accredited verification agencies before 01 February 2010 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance with the latest codes (i.e. those promulgated on 9 February 2007).

**BBBEE Accreditation Certificates issued after the published date i.e. 01 February 2010, by a Verification Agency not approved by SANAS, will NOT be acceptable as from 01 February 2010.**

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

- (a) **Large Enterprises (i.e. annual turnover >R35 million):**
  - Rating level based on all 7 (seven) elements of the BBBEE scorecard
  - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (b) **Qualifying Small Enterprises – QSE (i.e. annual turnover >R5 million but <R35 million):**
  - Rating based on any 4 (four) of the elements of the BBBEE scorecard
  - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**
  - Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
  - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition
  - EME’s should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers

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

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

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

<p><b>Turnover:</b> Indicate your company's most recent annual turnover:</p> <p style="text-align: center;">R.....</p>
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- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership
- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rating agency.

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

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

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

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

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

**13 SOCIO-ECONOMIC OBLIGATIONS FOR FOREIGN RESPONDENTS**

Foreign Respondents' socio-economic obligations under this procurement programme will fall under the associated Government initiative, namely, the Competitive Supplier Development Programme ("CSDP") as developed by the Department of Public Enterprises, details of which are appended hereto at Annexure A.

**14 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 this RFP 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 RFP to the Transnet employee as indicated in clause 2 above, and may also at any time after the closing date of the RFP, communicate with the Secretary of the Chairperson of the TRANSNET Freight Rail Acquisition Council, at telephone no. 011 544 9486/9494 or fax no. 011 774 9186 on any matter relating to its RFP response.



## 15 RFP 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 at a location to be agreed.

## 16 INSTRUCTIONS FOR COMPLETING THE RFP

- (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 Quotations.
- (ii) Both sets of documents to be submitted to the address specified above.
- (iii) The following returnable documents must accompany all Quotations:
  - Respondent's latest BBBEE Certificate;
  - Respondent's valid Tax Clearance Certificate.

## 17 COMPLIANCE

The successful Respondent (hereinafter referred to as the "**Supplier**") shall be in full and complete compliance with any and all applicable State and Local Laws and Regulations.

## 18 ADDITIONAL NOTES:

- All returnable documents as indicated in the Quotation Form (Section 3) must be returned with the response
- Respondents are to note that Quotations in which firm prices are quoted for the duration of any resulting contract may receive precedence over prices which are subject to adjustment
- Changes by the Respondent to its submission will not be considered after the closing date
- The person or persons signing the Quotation must be legally authorised by the Respondent to do so (Refer Section 4). A list of those person(s) authorised to negotiate on your behalf (if not the authorised signatories) must also be submitted along with the Quotation together with their contact details.
- All prices must be quoted in South African Rands
- Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents and may wish to visit the Respondent's place of work during this process.
- All RFP documents must be complete in full and no correction ink (Tippex) must be used.

**NB: Unless otherwise expressly stated, all Quotations 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 AFOREMENTIONED REQUIREMENTS  
MAY RESULT IN A QUOTATION BEING REJECTED**





**19 DISCLAIMERS**

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

- modify the RFP Services and request Respondents to re-bid on any changes
- reject any Quotation which does not conform to instructions and specifications which are detailed herein
- disqualify Quotations submitted after the stated submission deadline
- not necessarily accept the lowest priced Quotation
- reject all Quotations, if it so decides
- award a contract in connection with this Quotation at any time after the RFP's closing date
- award only a portion of the proposed Services which are reflected in the scope of this RFP
- 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 preparatory costs or other work performed in connection with this Quotation, whether or not the Respondent is awarded a contract.

**20. LEGAL REVIEW**

Any Quotation submitted by a Respondent is subject to review and negotiation of the proposed contract by Transnet's Legal Counsel. Respondents to complete this section:

NAME OF RESPONDENT .....
PHYSICAL ADDRESS .....
.....

Respondent's contact person:	Name.....
	Designation.....
	Telephone.....



SUPPLY OF OPTICAL FIBRE CABLE NATIONALLY  
HOAC-VAR-8456

Cell Phone.....
Facsimile.....
Email.....
Website.....

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

"Preview Copy Only"

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



## SECTION 2

**RFP NUMBER: HOAC-VAR-8456**

**SUPPLY OF VARIOUS TYPES OF OPTICAL FIBRE CABLES**

**FOR A PERIOD OF 2 YEARS**

### **BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS**

#### **1. SCOPE**

- 1.1 Transnet is in the process of systematically replacing copper cable infrastructure and aging optical fibre cables. The transmission equipment generally operates at the 1310 to 1625 nm wavelengths. Future DWDM applications will be a definite requirement.
- 1.2 Tenders are called for the supply of 24, 36, and 48 fibre, aerial self-support, underground duct and CST armoured cable on an “as and when required” basis over the next 2 years.
- 1.3 Pricing quoted must include ROE forward cover, transportation, and customs clearing. Delivery must be quoted for separately and indicated as a ‘cents per kilometre’ (cpk). Failure to do so will result in disqualification, as it will be impossible to compare the bids of the Tenderers.



- 1.4 Cable details and predicted quantities to be ordered are provided in the Schedule of Requirements (Annexure A), which must be read in conjunction with this enquiry. These quantities are indicative only and cannot be guaranteed. The annual requirement is estimated at 1000 km and this can consist of any of the different types listed in the Schedule.
- 1.5 Tenderers must indicate the price of each type of cable separately. Volume discounts must be indicated separately per volume specified.
- 1.6 Tenders will be adjudicated on technical compliance, local support, delivery, BEE, and price comparison. The “bulk order price” will be used for comparison. Price will not be the main criteria.
- 1.7 Transnet prefers that prices quoted must remain fixed for a period of 12 months after award of the contract. Thereafter, price escalation based on a proportion of imported and local content must be based on ROE and CPI is allowed and must be clearly stated. Failure to comply will result in disqualification, as it will be impossible to compare the bids of the Tenderers.
- 1.8 Transnet reserves the right to accept or reject any item (type of cable) or price offered and to enter into price negotiations before conclusion of an agreement.

## **2 COMPLIANCE**

2.1.

2.1 Tenderers must state their compliance to this enquiry as well as the following specifications:

Specification SPC - 00571 (April 2012):      Specification  
for single mode  
optical fibres.



Specification SPC – 00573 (April 2012): Specification for optical fibre cable make-up for underground and aerial installation.

- 2.2 Clause - by - clause statements of compliance must be submitted to this document as well as the specifications mentioned above. Failing this requirement will preclude a tender from consideration.
- 2.3 Where a clause calls for more information than a simple “yes” or “no”, the Tenderer must submit an accompanying response bearing the relevant document name, the clause number, and the additional information.
- 2.4 Local support is a requirement for the supply of optical fibre cable. The Tenderer must have a staffed office permanently in the Republic of South Africa which qualified personnel to conduct quality tests and address any queries from Transnet with respect to the performance of their optical fibre cables. The name(s) and qualifications of such technical expert(s) must be provided.
- 2.5 The Tenderer must have local test facilities to conduct all the tests described in the above specifications. Failure to do so will result in the tests being conducted in a facility of Transnet’s choice at the Tenderer’s cost. Tenderers must state the location of their test site.

## STANDARDS

- 3.1 The single mode optical fibre cable must comply with the requirements of the attached technical specifications and meet the latest relevant ITU and IEC recommendations and reports. In particular it must comply with ITU recommendations G.652D, G.655D and G.650 (test methods). The requirements of ISO/IEC standards 793-1 and 794-1 must also apply. The more stringent of these recommendations and attached technical specifications will apply.



3.2 As some cable drums could be stored for a considerable time for maintenance purposes, Tenderers must state what precautions will be taken to protect the cable drums against the ingress of water as well as resistance against insects and fungi. The drums must survive outdoor storage for at least 3 years.

### **QUALITY ASSURANCE AND FACTORY TESTING**

- 4.1 The Tenderer must submit full details of his Quality Assurance Procedures during and after manufacture, that will ensure the OFC cable offered fully complies with the requirements of this enquiry and specifications.
- 4.2 Independently certified test records of specified materials and components and assembled cable parameters must be submitted to Transnet as requested. Regular batch tests of the mechanical characteristics of the cable must be performed.
- 4.3 The contractor must submit detailed optical and type test reports to Transnet, before any consignment of OFC is despatched.
- 4.4 Transnet reserves the right to call for any testing or inspection at any time during the duration of the supply contract.
- 4.5 Two 120-metre test lengths of 36-fibre cable of each type, exactly to specification, must be submitted to Transnet within 30 days from date of advertisement of this enquiry. Failure to do this will preclude a tender from consideration. Delivery must be affected to Transnet Technical Execution Depot, No.2 Industrie Road, Isando, Gauteng. The Tenderer must bear all costs in respect of this requirement.
- 4.6 Two drums of single mode optical fibre, containing 4000 metres of fibre (G.652D and G.655D) each, exactly to that offered must also be delivered to Transnet within 30 days from date of advertisement of this enquiry. Failure to do this will preclude a tender from consideration. to the above address for testing and evaluation.



## 5. TRANSNET TESTING

- 5.1 The two test lengths of cable requested by Transnet will be used for optical and mechanical evaluations.
- 5.2 Optical tests will be carried out at both optical windows as well as the extended band to 1625 nm.
- 5.3 One of the tests will be the cascade splicing of all fibres in one test length of cable. The splice losses will be recorded and it is expected that 70% of the splice losses, after only one splice attempt, must be better than 0,1dB. Competent cable splicers with quality equipment will carry out this splicing.
- 5.4 Competent cable jointers will be tasked to perform several splices/joints on the optical fibre in order to assess the quality of the optical fibre pertaining to jointing.
- 5.5 Splicing compatibility with other manufacturer's fibres already in service with Transnet will be checked.
- 5.6 Mechanical testing will include fibre stress versus cable strain and other tensile tests.
- 5.7 Competent cable jointers will be tasked to evaluate the ease of stripping, cleaning and working with the physical cable.



## 6. ORDERS AND DELIVERY

- 6.1 Attached annexure A indicates the estimated types and quantities of OFC to be ordered by Transnet.
- 6.2 Orders will be placed via the Supply Chain Services Division of Transnet.
- 6.3 The tenderer must indicate timelines required for product delivery to site from placement of a technically correct order. A site shall be a major city or town in the Republic of South Africa.
- 6.4 Orders could be placed by Transnet as bulk orders, but staged deliveries must be scheduled by the supplier to coincide with delivery schedules provided by Transnet.
- 6.5 Tenderers must indicate the discounts that will apply on bulk orders. A bulk order will be considered as any order in excess of 100 km of a particular type of cable.

## 6. GENERAL INFORMATION

The service provider(s) shall be fully responsible to TRANSNET for the acts and omissions of persons directly or indirectly employed by them.

The service provider(s) must provide the identified information requested and comply with the requirements stated in the

## 7. EXCHANGE AND REMITTANCE

The attention of the Respondents is specially directed to clause 7 (*Exchange and Remittance*) of the General Tender Conditions Form CSS5. The Respondent is also to note that the particulars of the exchange rate on which the Respondent has based its tendered price(s), is/are to be stipulated hereunder only if Transnet is requested by the Respondent to effect payment overseas direct to the Respondent's principal/supplier.

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Respondent's Signature

16

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Date and Company Stamp





(a) ZAR1.00 (South African currency) being equal to ..... (foreign currency).  
.....% in relation to tendered price(s) (.....) to be  
remitted overseas by Transnet.

(b) ..... (Name of country to which payment is to be made)

(c) Beneficiary details :

Name (Account holder) .....

Bank (Name and branch code).....

Swift code .....

Country .....

(d) ..... (Applicable date of Exchange Rate used)

**8. NATIONAL RAILWAY SAFETY REGULATOR ACT**

In compliance with the **National Railway Safety Regulator Act, 16 of 2002**, the successful Respondent (the "Supplier") shall ensure that the Services to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set forth in this RFP, and shall thereby adhere to railway safety requirements and/or regulations. Permission for the engagement of a subcontractor by the Supplier, as applicable, both initially and during the course of a contract, shall be subject to a review of the capability of the proposed subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organisation.

**Accepted:**

YES	

NO	

**9. RISK**

Respondents must elaborate on the control measures put in place by their company, which mitigate the risk to Transnet, pertaining to potential non-performance by a Supplier in relation to -

(i) quality of the Service(s) provided:



.....  
.....  
.....  
.....

(ii) continuity of provision of the Service(s) (refer clause 6.9 of Form US7)::

.....  
.....  
.....  
.....

(iii) compliance with the Occupational Health and Safety Act, 85 of 1993 (refer clause 8.1(f) of Form US7)

.....  
.....  
.....  
.....

(iv) compliance with the National Railway Safety Regulator Act, 16 of 2002 (refer clause 16 above)

.....  
.....  
.....  
.....

**10. REFERENCES**

Please indicate below the company names and contact details of existing customers whom Transnet may contact to seek third party evaluations of your current service levels:

Name	Work	Work	Person	Details	Completed




**11. EVALUATION CRITERIA**

Transnet will utilise the following criteria (not necessarily in this order) in choosing a Supplier, if so required:

**A. Technical**

**TENDERES WILL BE SHORTLISTED BASED ON 100% TECHNICAL COMPLIANCE TO STATED SPECIFICATIONS I.E SPC 00571 AND SPC 005734**

- Compliance to specification
- Technical Capacity/ Resources
- Delivery Schedule

**B. SD/ED**

- Submission of SD
- Skill Development
- Small Business Promotion
- Rural Development
- Job Creation/Preservation

**B. Commercial**

- Competitive Pricing (fees) - Whilst not the sole factor for consideration, competitive pricing will be critical in indicating how much you value Transnet’s business.

\_\_\_\_\_  
Respondent’s Signature

\_\_\_\_\_  
Date and Company Stamp



- Financial Capacity
- Reference / Previous Performance Record

**C .BBBEE**

- BBBEE Score Card

**E Further Recognition**

- Business with 50 % Black Ownership
- Black People in Rural Areas

**12 DAMAGE TO TRANSNET LIMITED PROPERTY: (REFER TO CLAUSE 14 OF US7 ~ SERVICES)**

The successful respondent shall be liable to make good any damage which may be caused to Transnet Limited Property by their servants or agents whilst upon Transnet Limited premises, whether or not such damage is due to negligence on the part of such servants or agents and the successful respondent shall and hereby do further indemnify Transnet Limited against liability for any loss of or damage to property whether belonging to them, their servants or agents or any third party, or for the death of or injury to any person, which may either directly or indirectly be caused by or arise out of the service.

**13. INDEMNITY CLAUSE:**

Transnet will not be held responsible for any losses and / or injuries suffered by the Contractor while rendering the service, which may result from whatever nature.

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Respondent's Signature

20

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Date and Company Stamp



### SECTION 3

**RFP NUMBER: HOAC-VAR-8456**

### **SUPPLY OF VARIOUS TYPES OF OPTICAL FIBRE CABLES FOR A PERIOD OF 2 YEARS**

#### **QUOTATION FORM**

I/We \_\_\_\_\_

*(name of company, close corporation or partnership)*

of (full address) \_\_\_\_\_

carrying on business under style or title of (trading as)

represented by \_\_\_\_\_

in my capacity as \_\_\_\_\_

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as the case may be, dated \_\_\_\_\_ a certified copy of which is annexed hereto, hereby offer to supply the above-mentioned Services at the prices quoted in the schedule of Service Fees in accordance with the terms set forth in the accompanying letter(s) reference \_\_\_\_\_ and dated \_\_\_\_\_ (if any) and the documents listed in the accompanying schedule of RFP documents.

I/We agree to be bound by those conditions in Transnet's:

- (i) Standard Terms and Conditions of Contract, Form No. US7 - Services;
- (ii) General Tender Conditions, Form CSS5 – Services; and

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Quotation form; and;-

I/We accept that unless Transnet should otherwise decide and so inform me/us in the facsimile or letter of acceptance, this Quotation (and, if any, its covering letter and any subsequent exchange of correspondence), together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

Should Transnet decide that a formal contract should be signed and so inform me/us in the facsimile or letter of acceptance, this Quotation (and, if any, its covering letter and any subsequent exchange of correspondence) together with Transnet's letter of acceptance/intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the provision of the Services within 4 (four) weeks, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Quotation afresh and/or having to accept any less favourable Quotations.

I/We accept that any contract resulting from this offer will be for a period of .....only; and agree to a penalty clause to be negotiated with Transnet, which will allow Transnet to invoke a penalty (details to be negotiated) against us should the delivery of the Services be delayed due to non-performance by us.

The law of the Republic of South Africa shall govern the contract created by the acceptance of this RFP. The *domicillium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder, the name of their accredited agent in the Republic of South Africa who is empowered to sign any contract which may have to be entered into in the event of their Quotation being accepted and to act on their behalf in all matters relating to the contract.

Respondent to indicate *domicillium citandi et executandi* hereunder:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NOTIFICATION OF AWARD OF RFP**

As soon as possible after approval to award the contract/s, the successful Respondent (the Supplier) will be informed of the acceptance of its Quotation. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier and the reason as to why their Quotations have been unsuccessful, for example, in the category of price, delivery period, quality, BBBEE status or for any other reason.

**VALIDITY PERIOD**

Transnet desires a validity period of 3 (three) months (from closing date) against this RFP. It should be noted that Respondents may offer an earlier validity period, but that their Quotations may be disregarded for that reason.

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



SUPPLY OF OPTICAL FIBRE CABLE NATIONALLY  
HOAC-VAR-8456

Should Respondents be unable to comply with this validity period, an alternative validity period must be stated hereunder:

This RFP is valid until \_\_\_\_\_ (State alternative validity period/date).

**TAX (VAT) REGISTRATION NUMBER**

The Respondent must state hereunder the tax registration number which is applicable to Value-Added Tax:

\_\_\_\_\_

**TAX CLEARANCE CERTIFICATE**

Respondents are required to forward a valid copy of their company's Tax Clearance Certificate with their Quotation.

Indicate tax clearance certificate expiry date: \_\_\_\_\_

**BANKING DETAILS**

BANK: \_\_\_\_\_

BRANCH NAME / CODE: \_\_\_\_\_

ACCOUNT HOLDER: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

**NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)**

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation (C.C.) on whose behalf the RFP is submitted.

(i) Registration number of company / C.C. ....

(ii) Registered name of company / C.C. ....

(iii) Full name(s) of director/member(s)      Address/Addresses      ID Number/s

Full name(s) of director/member(s)	Address/Addresses	ID Number/s
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



**PRICE BASIS**

i) The respondent must state hereunder whether the price(s) quoted, is/are firm for the duration of any resulting contract

YES / NO \_\_\_\_\_

If "NO" for what period are you prepared to hold the prices firm?  
Prices must be firm for the first 12 months

ii) Tenderers where firm prices are quoted for the duration of any resulting order and / or contract will receive precedence over prices which are subject to adjustment.

iii) If price (s) is/are subject to adjustment, such adjustment shall not be effective until accepted by Transnet Limited and in this connection the attention of the respondent is specially directed to clause 9 of the Standard Terms and Conditions of Contract, Form US7.

**REGISTRATION CERTIFICATE**

Respondents must submit a certified copy of their company's Registration Certificate with their Quotation.

**NAME AND ADDRESS OF ACCREDITED AGENT**

Provide hereunder, if applicable, details of the accredited agent in the Republic of South Africa appointed as local representative by foreign Respondents and whose address shall be regarded as the Respondent's domicilium citandi et executandi in terms of the Standard Terms and Conditions of Contract, US7 – Services.

Name	.....
Address	.....
	.....

**CONFIDENTIALITY**

All information related to a subsequent contract, both during and after completion, is to be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to Transnet's business, written approval to divulge such information will have to be obtained from Transnet.

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp





**DISCLOSURE OF PRICES TENDERED**

Respondents must indicate here **whether Transnet may disclose** their tendered prices and conditions to other Respondents:

YES	
-----	--

NO	
----	--

**DECLARATION**

Respondents to declare hereunder whether any family and/or direct relationship exists between any of the owners / members / directors / partners / shareholders (unlisted companies) of the responding company and any employee or board member of the Transnet Group:

YES	
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NO	
----	--

If YES, please indicate below:

FULL NAME OF OWNER/MEMBER/DIRECTOR/  
PARTNER/SHAREHOLDER

ADDRESS

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Indicate nature of relationship (if any):

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SUPPLY OF OPTICAL FIBRE CABLE NATIONALLY  
 HOAC-VAR-8456

*(Failure to furnish complete and accurate information in this regard may lead to the disqualification of a response and may preclude a Respondent from future business with Transnet)*

**RETURNABLE DOCUMENTS**

Respondents are required to submit the following returnable documents with their responses (see tick):

Notice to Bidders – Section 1	√
Background overview – Section 2	√
Quotation Form – Section 3	√
Resolution of Board of Directors (Respondent’s Representative) - Section 4	√
Certificate of Acquaintance with RFP Documents – Section 5	√
Pricing - Section 6	√
General Tender Conditions - Form CSS5 – Section 7	√
Conditions of Contract - Form US7 – Section 8	√
Specification – Section 9	√
Non Disclosure Agreement – Section 10	√
Supplier Code of Conduct – Section 11	√
Supplier Declaration – Section 12	√
Safety Clause – Section 13	√
Briefing Session Certificate: Section 14	√
Copy of cancelled cheque or letter from the bank verifying banking details (with bank stamp)	√
Certified Copy of identity document of shareholders/directors/members (Where applicable)	√
Certified Copy of share Certificates of Incorporation and CM29/and C/CK2 (if CC)	√
Certified Copy of share certificates of shareholders, CK1	√
A Letter with the company’s letterhead confirming physical and postal addresses	√
Valid original or certified SARS Tax Clearance Certificate and VAT certificate	√
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 (ABVA Member BBBEE Accreditation Certificate	√

**NOTE:** Sections 1, 2, 3, 4, 5, 6, 7, 8, 9,10, 11, 12, 13, 14, 15 and 16, as indicated in the footer of each page, must be signed and dated by the Respondent.

Respondent’s Signature

Date and Company Stamp



SUPPLY OF OPTICAL FIBRE CABLE NATIONALLY  
HOAC-VAR-8456

By signing the RFP documents, the Respondent is deemed to acknowledge that he / she has made himself / herself thoroughly familiar with all the conditions governing this RFP, including those contained in any printed form stated to form part hereof and Transnet Limited will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1 \_\_\_\_\_ 1 \_\_\_\_\_  
\_\_\_\_\_

2 \_\_\_\_\_ 2 \_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME

DESIGNATION

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



## SECTION 4

**RFP NUMBER: HOAC-VAR-8456**

### **SUPPLY OF VARIOUS TYPES OF OPTICAL FIBRE CABLES FOR A PERIOD OF 2 YEARS**

#### **SIGNING POWER : RESOLUTION OF BOARD OF DIRECTORS**

NAME OF COMPANY: \_\_\_\_\_

It was resolved at a meeting of the Board of Directors held on \_\_\_\_\_ that

FULL NAME(S)	CAPACITY	SIGNATURE
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_____	_____	_____
_____	_____	_____

in his/her capacity as indicated above is/are hereby authorised to enter into, sign, execute and complete any documents relating to Tenders, Quotations and/or Contracts for the supply of Goods.

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE CHAIRMAN

FULL NAME \_\_\_\_\_

\_\_\_\_\_



**SECTION 5**

**RFP NUMBER: HOAC-VAR-8456**

**SUPPLY OF VARIOUS TYPES OF OPTICAL FIBRE CABLES  
FOR A PERIOD OF 2 YEARS**

**CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS**

NAME OF COMPANY: \_\_\_\_\_

I/We \_\_\_\_\_ do

hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP and all conditions contained therein, as laid down by Transnet Limited for the carrying out of the proposed supply/service/works for which I/we submitted my/our response.

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2012

WITNESS : \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF RESPONDENT



## SECTION 6

**RFP NUMBER: HOAC-VAR-8456**

### **SUPPLY OF VARIOUS TYPES OF OPTICAL FIBRE CABLES FOR A PERIOD OF 2 YEARS**

#### **PRICING AND DELIVERY SCHEDULE**

1. This pricing Schedule is to be read in conjunction with attached **Specifications**
2. Items quoted for are to meet detailed specification.
3. Failure to meet the specification standards will disqualify the bid.
4. The quality of all items offered is to be equal to the industrial application standard.
5. Where sets contain multiple sizes, only bids for full sets will be considered.
6. Prices quoted will be deemed to include all components of the specification unless otherwise indicated.
7. Where items are awarded as a result of bids submitted, the successful bidder will be committed to supply item as per specification, at the price quoted and no price adjustment will be permitted, should a price not have included all components listed in the specification.
8. It is the obligation and responsibility of the bidder to ensure that all the components listed in the specification.
9. Brands and or part numbers are to be inserted for each item.
10. Where an item consists of multiple units, when the delivery is effected the entire set, consisting of all components is to be delivered. No part deliveries will be permitted.
11. Where the unit is set, the set is to consist of all components as listed in the specification.
12. Pricing per unit is to be according to the set consist immediately above.
13. Transportation must be indicated as cents per kilometre(CPK), and it must also include loading and off-loading cost.
14. Although this table indicate a total length of 4000km, the expected actual for the 2 years is 2000 km or less
15. Quoted prices must be fixed for a minimum period of 12 months from award of contract.



SUPPLY OF OPTICAL FIBRE CABLE NATIONALLY  
HOAC-VAR-8456

ITEMS	CORE	ELEMENTS/TUBES	OUTERSHEATH	ARMOURING/STRENGTH	INSTALLATION TYPE	LENGTH	PRICE (STANDARD)	PRICE BULK
A.1	24	6/4	PE	Aramid Yarn	Aerial Short Span	400		
A.2	24	6/4	HDPEA/T	Aramid Yarn	Aerial Short Span	500		
A.3	24	6/4	HDPE	CST	Underground	500		
B.1	36	6/4	PE	Aramid Yarn	Aerial Short Span	500		
B.2	36	6/4	HDPEA/T	Aramid Yarn	Aerial Short Span	500		
B.3	36	6/4	HDPE	CST	Underground	200		
C.1	24+12	6/6	PE	Aramid Yarn	Aerial Short Span	400		
C.2	24+12	6/6	HDPEA/T	Aramid Yarn	Aerial Short Span	500		
C.3	24+12	6/6	HDPE	CST	Underground	200		
D.1	48	6/4	PE	Aramid Yarn	Aerial Short Span	100		
D.2	48	6/4	HDPEA/T	Aramid Yarn	Aerial Short Span	100		
D.3	48	6/4	HDPE	CST	Underground	100		
				<b>TOTAL</b>		<b>4000</b>		

A B

All Cables contains Single Mode G.652d Fibres in gel filled loose tubes

Item C: 24+ 12 Fibres: contain 24 G.652d and 12 G.655b fibres in the last 2 tubes

PE : Polyethylene

Since only about 2000 km OFC is expected to be purchased over 2 years, the awarded contract value will be half of the total A

HDD: High Density Duct  
HDPE: High Density PE  
CST: Corrugated Steel Tape  
A/T: Anti – Tracking

Respondent's Signature

Date and Company Stamp



Transport Cost		Price Per km(CPK)	TOTAL PRICE	
<b>Total Transport Cost</b>				

"Preview Copy Only"

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp





**SECTION 7**

**RFP NUMBER: HOAC-VAR-8456**

**SUPPLY OF VARIOUS TYPES OF OPTICAL FIBRE CABLES  
FOR A PERIOD OF 2 YEARS**

**GENERAL TENDER CONDITIONS - GOODS**

**Refer Form CSS5 attached hereto.**

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Respondent's Signature

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Date and Company Stamp



## SECTION 8

**RFP NUMBER: HOAC-VAR-8456**

**SUPPLY OF VARIOUS TYPES OF OPTICAL FIBRE CABLES  
FOR A PERIOD OF 2 YEARS**

**STANDARD TERMS AND CONDITIONS OF CONTRACT**

**FOR THE PROVISION OF SERVICES TO TRANSNET**

**Refer Form US7 attached hereto.**

**Respondents should note the obligations as set out in  
Clause 19 of the General Tender Conditions (Section 7) which reads as follows:**

*"The Supplier shall adhere to the Standard Terms and Conditions of Contract as set out in Form US7 - Services), a copy of which is attached hereto. Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer an alternative. Please note that any alternative offered shall be compared with acceptance of the Form US7 conditions or alternatives offered by other Respondents."*

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Respondent's Signature

34

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Date and Company Stamp

## SECTION 9

**RFP NUMBER: HOAC-VAR-8456**

**SUPPLY OF VARIOUS TYPES OF OPTICAL FIBRE CABLES FOR A  
PERIOD OF 2 YEARS**

**SPECIFICATION**

***REFER TO ATTACHED SPECIFICATION***

***And Specification documents attached here to***

---

Respondent's Signature  
and Company Stamp

35

Date

**SECTION 10**

**RFP NUMBER: HOAC-VAR-8456**

**SUPPLY OF VARIOUS TYPES OF OPTICAL FIBRE CABLES FOR A  
PERIOD OF 2 YEARS**

**Non - Disclosure Agreement**

**Refer to Annexure attached hereto.**

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Respondent's Signature  
and Company Stamp

36

Date



## NON-DISCLOSURE AGREEMENT

**THIS AGREEMENT** is made on the ..... day of ..... 2012

### BETWEEN:

- (1) **Transnet Limited** ("Transnet") (Registration Number 1990/000900/06) whose registered office is at 49<sup>th</sup> 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 organisational 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 nor may any interest hereunder except with the prior written consent of the other, save that Transnet 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.

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:** \_\_\_\_\_

COMPANY NAME:..... ]:

**By:** .....  
(Signature)

**Print name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

\_\_\_\_\_  
Respondent's Signature  
and Company Stamp

## SECTION 11

**RFP NUMBER: HOAC-VAR-8456**

**SUPPLY OF VARIOUS TYPES OF OPTICAL FIBRE CABLES FOR A  
PERIOD OF 2 YEARS**

**Suppliers Code Of Conduct**

**Complete and sign attached hereto**

\_\_\_\_\_  
\_\_\_\_\_  
Respondent's Signature  
and Company Stamp

42

Date

delivering on our commitment to you

## Suppliers Code of Conduct



\_\_\_\_\_  
Respondent's Signature  
and Company Stamp

43

Date



## 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.



## SECTION 12

**RFP NUMBER: HOAC-VAR-8456**

**SUPPLY OF VARIOUS TYPES OF OPTICAL FIBRE CABLES FOR A  
PERIOD OF 2 YEARS**

### **SUPPLIERS DECLARATION**

**Complete and sign attached hereto**

---

Respondent's Signature  
and Company Stamp

45

Date

## 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** BBEE 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 BBEE 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 BBEE score.
- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBEE level based on any 4 of the 7 elements of the BBEE score-card, please include your BEE certificate in your submission as confirmation of your status.  
**NB:** BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent 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 BBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.  
**NB:** BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent 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.

\_\_\_\_\_  
Respondent's Signature  
and Company Stamp

46

Date



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

Regards,

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

## Supplier Declaration Form

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

### BEE Ownership Details

% Black Ownership		% Black women ownership		% Disabled person/s ownership	
Does your company have a BEE certificate			Yes	No	
What is your broad based BEE status (Level 1 to 9 / Unknown)					

\_\_\_\_\_  
Respondent's Signature  
and Company Stamp

47

Date



SUPPLY OF OPTICAL FIBRE CABLE NATIONALLY  
HOAC-VAR-8456

How many personnel does the firm employ	Permanent		Part time	
Transnet Contact Person				
Contact number				
Transnet operating division				
<b>Duly Authorised To Sign For And On Behalf Of Firm / Organisation</b>				
Name		Designation		
Signature		Date		
<b>Stamp And Signature Of Commissioner Of Oath</b>				
Name		Date		
Signature		Telephone No.		

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

Internal Transnet Departmental Questionnaire (for office use only)

<b>Section 1: To be completed by the Transnet Requesting / Sourcing Department</b>											
TFR		TRE		TPT		TPL		TNPA		TRN	
Creat		Amen		Block		Unblock		Once-Off / Emergency			
Extend		Delet		Undel							
Supplier's trading name											
Supplier's registered											
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											
<b>a) What is being procured from the supplier?</b>											
i. Products only		Yes				No					
ii. Services only		Yes				No					
iii. Labour only		Yes				No					
iv. Mix of services and		Yes				No					
v. Mix of services and labour		Yes				No					
b) If your answer is <b>YES</b> to questions II, III, IV or V in paragraph a) above, please indicate whether the relevant <b>PAYE questionnaires</b> have been forwarded to the appropriate <b>Transnet Operational Divisions'</b> decision making bodies / <b>Strategic Supply Management</b> 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											

\_\_\_\_\_  
Respondent's Signature  
and Company Stamp





**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	

<b>Tel No:</b>		<b>Fax</b>	
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**Section 2: To be completed by the BEE Department** (this section is for Confirmation/Determining of

NARROW BASED (NB)				BROADBASED (BBBEE)									
BEE O/S	BWBE	DPBE	MR	CONTB. LEVEL	EME: <R5m	QSE: >R5m <R35m		LARGE: >R35m	VALIDITY DATE				
Name				Grade	Date				Signature				
					Y	Y	Y	Y	M	M	D	D	
					Y	Y	Y	Y	M	M	D	D	

\_\_\_\_\_  
Respondent's Signature  
and Company Stamp

## SECTION 13

### RFP NUMBER: HOAC-VAR-8456

#### SUPPLY OF VARIOUS TYPES OF OPTICAL FIBRE CABLES FOR A PERIOD OF 2 YEARS

##### CONTRACTUAL SAFETY CLAUSES WHICH WILL FORM PART OF ANY RESULTING CONTRACT

The parties agree on the following arrangements according to section 37 (2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) to ensure compliance by the mandatory with provisions of the Act.

- 1) That the contractor is an “employer” in his own right as defined in section 1 of Act 85 of 1993 and that he must fulfill all his obligations as an employer in terms of the Act.
- 2) The contractor shall comply with the requirements of Act 85 of 1993 in its entirety.
- 3) Where special permits are required, such as electrical switching, hot work permits, etc. the contractor shall obtain them from a person designated by Transnet Limited for this purpose, and all requirements of the contractor must rigidly comply with the permit.
- 4) The contractor shall conduct a risk assessment of the work to be performed by a competent person prior to the commencement of work, to identify risks and hazards that persons may be exposed to, analyse and evaluate identified hazards.
- 5) The contractor shall have a documented Health and Safety Plan based on the risks and hazards identified before commencement of work.
- 6) The Health and Safety Plan shall include the following:
  - 6.1 The safety management structure to be instituted with all appointments in terms of the Act and Regulations
  - 6.2 The safe working methods and procedures to be implemented to ensure work is performed in compliance to the Act.



- 6.3 The safety equipment, devices and clothing to be made available by the contractor to his employees.
- 6.4 The site access control measures pertaining to health and safety to be implemented.
- 6.5 Control measures for ensuring that the Health and Safety Plan is maintained and monitored for the duration of the contract.
- 7) The contractor shall ensure that all work is performed under the close supervision of a person trained to understand the hazards associated with the work performed and who has authority to ensure that the necessary precautionary measures are implemented.
- 8) The contractor must appoint a Health and Safety Co-ordinator to liaise with Transnet Limited on matters pertaining to occupational health and safety.
- 9) The appointed Safety Co-ordinator must liaise at least once a week with the\* Health and Safety Section / Risk Manager /Occupational Risk Manager of Transnet Limited.
- 10) The contractor shall furnish the\* Health and Safety Section/ Risk Manager/ Occupational Risk Manager of Transnet Limited immediately with full particulars of any sub-contractor which he may involve in the contract in order that the sub-contractor himself can be made aware of all the clauses in this contract pertaining to health and safety.
- 11) The contractor shall stop any subcontractor from executing work which is not in accordance with the Health and Safety Plan or which poses a threat to health and safety of persons.
- 12) The contractor shall ensure that all his employees and visitors undergoes health and safety induction pertaining to the hazards prevalent, proof of such training must be kept on file.
- 13) In the event where the risk assessment reveals the risk 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.
- 14) The Fall Protection Plan shall include:
- 14.1 A risk assessment of all work carried out from an elevated position
  - 14.2 Procedures and methods to address all the identified risks per location
  - 14.3 Evaluation of employees physical and psychological fitness necessary to work at elevated position.
  - 14.4 The training of employees working from an elevated position.
  - 14.5 Procedure addressing the inspection, testing and maintenance of all fall protection equipment.
- 15) The contractor shall advise the \* Health and Safety Section / Risk Manager/ Occupational Risk Manager of Transnet Limited of any hazardous situations which may arise from work being performed either by the contractor or his sub-contractor.



- 16) Copies of all appointments required by the act must be given to \* Health and Safety Section / Risk Manager / Occupational Risk Manager of Transnet Limited.
- 17) The contractor shall ensure that a Health and Safety File is available which shall include all documentation as required by the Act, copy of his and his subcontractors Risk Assessment and Health and Safety Plan.
- 18) All incidents referred to in Section 24 of the Act involving the contractor and his subcontractor on Transnet Ltd premises, shall be reported as prescribed. Transnet Ltd hereby obtains an interest in the issue of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the contractor, his subcontractor, any person or machinery under his control on Transnet Ltd premises.
- 19) No alcohol or any other intoxicating substance shall be allowed on Transnet Ltd premises. The contractor shall not allow anyone under or suspected to be under the influence of alcohol or any other intoxicating substance on Transnet Ltd premises.
- 20) A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Disease Act 1993 (Act 130 of 1993) must also be furnished.
- 21) All clauses in the contract pertaining health and safety forms an integral part of the contract and if not complied with may be construed as breach of contract.

\*As applicable

**SECTION 14**

**RFP NUMBER: HOAC-VAR-8456**

**SUPPLY OF VARIOUS TYPES OF OPTICAL FIBRE CABLES FOR A  
PERIOD OF 2 YEARS**

**BRIEFING SESSION ATTENDANCE CERTIFICATE**

"Preview Copy Only"

\_\_\_\_\_  
\_\_\_\_\_  
Respondent's Signature  
and Company Stamp

