



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

REQUEST FOR PROPOSAL ("RFP")

RFP NUMBER: CRAC-JHB-7333

TRANSPORTATION AND URBAN PLANNING FOR THE DEVELOPMENT OF LAND USE MASTER PLANS FOR PRETCON AND KAALFONTEIN INTERMODAL HUBS FOR A PERIOD OF 12 MONTHS

ISSUE DATE : 26 APRIL 2011
CLOSING DATE : 24 MAY 2011
OPTION DATE : 02 AUGUST 2011
CLOSING TIME : 10H00

COMPULSORY BRIEFING SESSION:

A compulsory briefing session will be held at the following venue:

Time : 10H00
Date : 11 MAY 2011
Venue : BARONGWA BOARDROOM, INYANDA HOUSE 2, 15 GIRTON ROADPARKTOWN, JOHANNESBURG

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



RFP NUMBER: CRAC-JHB-7333

TRANSPORTATION AND URBAN PLANNING FOR THE DEVELOPMENT OF LAND USE MASTER PLANS FOR PRETCON AND KAALFONTEIN INTERMODAL HUBS FOR A PERIOD OF 12 MONTHS

SCHEDULE OF DOCUMENTS

1. Notice to Bidders
2. Pricing Schedule
3. Certificate of Attendance for Information Session
4. Scope of Work and General specification
5. Returnable Schedules / Documents
6. Supplier Declaration Form
7. Contractual Safety Clause
8. General Tender Conditions(CSS5-Services)
9. Standard Terms and Conditions of Conduct(US7 – Services)
10. Non-Disclosure
11. Supplier Code of Conduct

“PREVIEW COPY ONLY”

SECTION 1



RFP NUMBER: CRAC-JHB-7333

TRANSPORTATION AND URBAN PLANNING FOR THE DEVELOPMENT OF LAND USE MASTER PLANS FOR PRETCON AND KAALFONTEIN INTERMODAL HUBS FOR A PERIOD OF 12 MONTHS

NOTICE TO BIDDERS

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

On or after 26/04/2011 the RFP documents may be inspected at, and are obtainable from the office of TRANSNET Freight Rail Tender Advice Centre, Ground Floor, Inyanda 1, 21 Wellington Road, Park town.

A non-refundable fee of **R250, 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 Number and the Company Name.

Receipt/s to be presented prior to collection of the RFP.

COMPULSORY BRIEFING SESSION:

BRIEFING SESSION : 11 MAY 2011
VENUE : BARONGWA BOARDROOM, INYANDA HOUSE 2, 15 GIRTON ROAD PARKTOWN, JOHANNESBURG
TIME : 10H00

For specific queries before the closing of the RFP, the following Transnet employee(s) may be contacted:

NAME : Kgaugelo Thibedi
Tel : (011) 584-0597
Email : Kgaugelo.thibedi@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	: CRAC-JHB-7333
Description	: Transportation and Urban Planning for the development of land-use master plans for Pretcon and Kaalfontein intermodal hubs for a period of 12 months
Closing date and time	: 24 MAY 2011 at 10h00
Closing address (refer options below)	



DELIVERY INSTRUCTIONS FOR THIS RFP

- 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 RFP. In the event of the late receipt of a Proposal, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 2 **If delivered by hand**, the envelope is to be deposited in the TRANSNET tender box which is located at the main entrance, Inyanda House, 21 Wellington road, Park town, Johannesburg and should be addressed as follows:

**THE CHAIRPERSON
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
INYANDA HOUSE
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001**

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

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

- 3 **If dispatched by courier**, the envelope must be addressed as follows and delivered to the Office of The Chairperson, TRANSNET Freight Rail Acquisition Council and a signature obtained from that Office.
 1. Please note that this RFP closes punctually at 10:00 on Tuesday 24 May 2011
 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 RFP 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 RFP 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 RFP documents.



8. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT (“BBBEE”)**

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

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

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

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

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

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

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

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



- EME's should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers

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

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

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

<p>Turnover: Indicate your company's most recent annual turnover:</p> <p>R.....</p>

- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership
- If annual turnover >R5m please attach BBEE certificate and detailed scorecard from an accredited rating agency.

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

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

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

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

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

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



• **SUPPLIER DEVELOPMENT (SD) / ENTERPRISE DEVELOPMENT (ED):**

Transnet's SD/ED Objective

- **Transnet's short-term Supplier Development and Enterprise Development objective is to align their SD/ED initiatives with their B-BBEE Strategy in order to achieve the maximum score on the B-BBEE Scorecard.**
- **Transnet's long-term objective as defined by the Enterprise Development vision, is to leverage medium to large suppliers, as external agents, to influence downstream ED opportunities within the greater Transnet supply chain, focusing on Rolling stock, Port Equipment and Infrastructure etc.**

Focus SD/ED Area's

- **A focus will be on providing small businesses with opportunities and preferential trading terms.**
- **Empowering HDI's to create their own business resulting in quality job creation.**
- **Consider SD/ED strategy which should include financial and non financial assistance to downstream suppliers as well as skills development.**

Respondents are requested to provide TFR with their Supplier Development (SD) / Enterprise Development strategy as well as providing details of job creation should they be successful with this tender. As part of the proposal, the respondent will need to include a high level SD/ED proposal which will be subject to evaluation as per the ED evaluation criteria. The successful respondent/tenderer must submit a more detailed SD/ED plan within 60 days of award of contract.

• **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.

• **Competitive Supplier Development Programme (CSDP):**

Transnet's CSDP Objective

- **Transnet's CSDP objective is to influence Multinational organisations toward initiatives that lead to the development of local downstream suppliers through large-scale SOE procurement in order to develop a competitive local supplier base focusing on Rolling stock and Infrastructure.**

Focus CSDP Area's

- **Applies to procurement event/s totaling greater than R70m (\$10m) with foreign companies**
- **Leveraging expanded maintenance and manufacturing initiatives.**
- **Skills development of scarce resources increasing the quality of jobs.**
- **Transfer of technology and innovation to local suppliers from foreign OEM's/companies**
- **Consider CSDP strategy which should include localization,**



sustainability and skills development as initiatives as a submission by tenderer.

CSDP Triggers:

CSDP transactions are triggered when:

- **There is a single contract of which the total value is equal to or exceeds USD10 million (~R70 million)**
- **There is a contract with a renewable option clause, should the option be exercised, the total value of the opportunity is equal to or exceeds USD10 million (~R70 million)**

Furthermore, there is a CSDP obligation if the total value of the contract is less than USD10 million (~R70 million) but one of the following apply:

- **There is an opportunity to develop a local industry within Transnet's supply chain;**
- **When a limited local supply base exists and the potential to develop existing suppliers is evident;**
- **When there is a strong opportunity for IP and skills transfer to local suppliers and/or Transnet.**

Respondents are requested to provide TFR with their CSDP strategy as well as providing details of job creation should they be successful with this tender. As part of the proposal, the respondent will need to include a high level CSDP proposal to include localization, sustainability and skills transfer which will be subject to evaluation as per the CSDP evaluation criteria. The successful respondent/tenderer must submit a more detailed CSDP plan within 60 days of award of contract.

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 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 (2) above.

10. 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. 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 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 triplicate 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 RFP and/or its receipt of a Proposal in response to it. In particular, please note that TRANSNET reserves the right to:

- modify the RFP'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 RFPs closing date
- award only a portion of the proposed Goods or 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 preparation costs or other work Performed in connection with the Proposal, whether or not the Respondent is awarded a contract.

14. Any PROPOSAL submitted by a Respondent is subject to negotiation and review of the proposed contract by Trans net's Legal Counsel.

NAME OF RESPONDENT:

PHYSICALADDRESS:

Indent's contact person:	Name:	_____
	Designation:	_____
	Telephone:	_____
	Cell phone:	_____
	Facsimile:	_____
	Email:	_____

**TRANSNET urges its clients and suppliers to report
Any fraud or corruption
On the part of Transnet' employees to
TIP-OFFS ANONYMOUS: 0800 003 056**



SECTION 2

RFP NUMBER: CRAC-JHB-7333

TRANSPORTATION AND URBAN PLANNING FOR THE DEVELOPMENT OF LAND USE MASTER PLANS FOR PRETCON AND KAALFONTEIN INTERMODAL HUBS FOR A PERIOD OF 12 MONTHS

REQUISITION FOR PROPOSAL

REQUISITION FOR PROPOSAL

SUPPLY CHAIN SERVICES	
Contact:	Kgaugelo Thibedi
Tel:	011 584 0597

MESSRS:

.....

.....

.....

Tel (011)
Fax (011)

ISSUE DATE 26-04-2011

CLOSING DATE 24-05-2011 (10h00)

Prices in South African currency, including all costs.		
Direct to consignees		
ITEM NO:		Total Price for 12 Months
	Transportation and urban planning for the development of land-use master plans for Pretcon and Kaalfontein intermodal hubs for a period of 12 months.	
Total price		R
2.Prices must be V.A.T. exclusive		
3. Direct delivered to:		
4.Contact person:	Gladys Mtambo (011) 584-0607	

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 **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:

Technical:

- Project Methodology
- Resource-competency and experience of individuals to be participating in this project
- Previous experience on similar project to be evaluated in terms of :
 - number of comparable projects completed
 - type of project
 - value of project
 - project compliance with time

Commercial

- Price
- Financial capacity

BBBEE

- Broad Based Economic Empowerment status of the company.
Provide BBBEE certification and detailed scorecard from an Accredited Rating Agency

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Pricing schedule

Activity	Resources:	Number of hours per activity	Rate/hour	Total Price

Disbursements

Description of expense to be incurred	Rate	Quantity	Total amount

Traveling Costs

Description of expense to be incurred	Rate	Quantity	Total amount

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SECTION 3

RFP NUMBER: CRAC-JHB-7333

TRANSPORTATION AND URBAN PLANNING FOR THE DEVELOPMENT OF LAND USE MASTER PLANS FOR PRETCON AND KAALFONTEIN INTERMODAL HUBS FOR A PERIOD OF 12 MONTHS

INFORMATION BRIEFING SESSION:

A **COMPULSORY** Information briefing session will be held at the following venue:

Time : 10h00
Date : 11 May 2011
Venue : Ground floor, Barongwa Boardroom, Inyanda house 2, 15 Girton Road, Parktown, Johannesburg

1 ATTENDANCE CERTIFICATE

This is to certify that.....

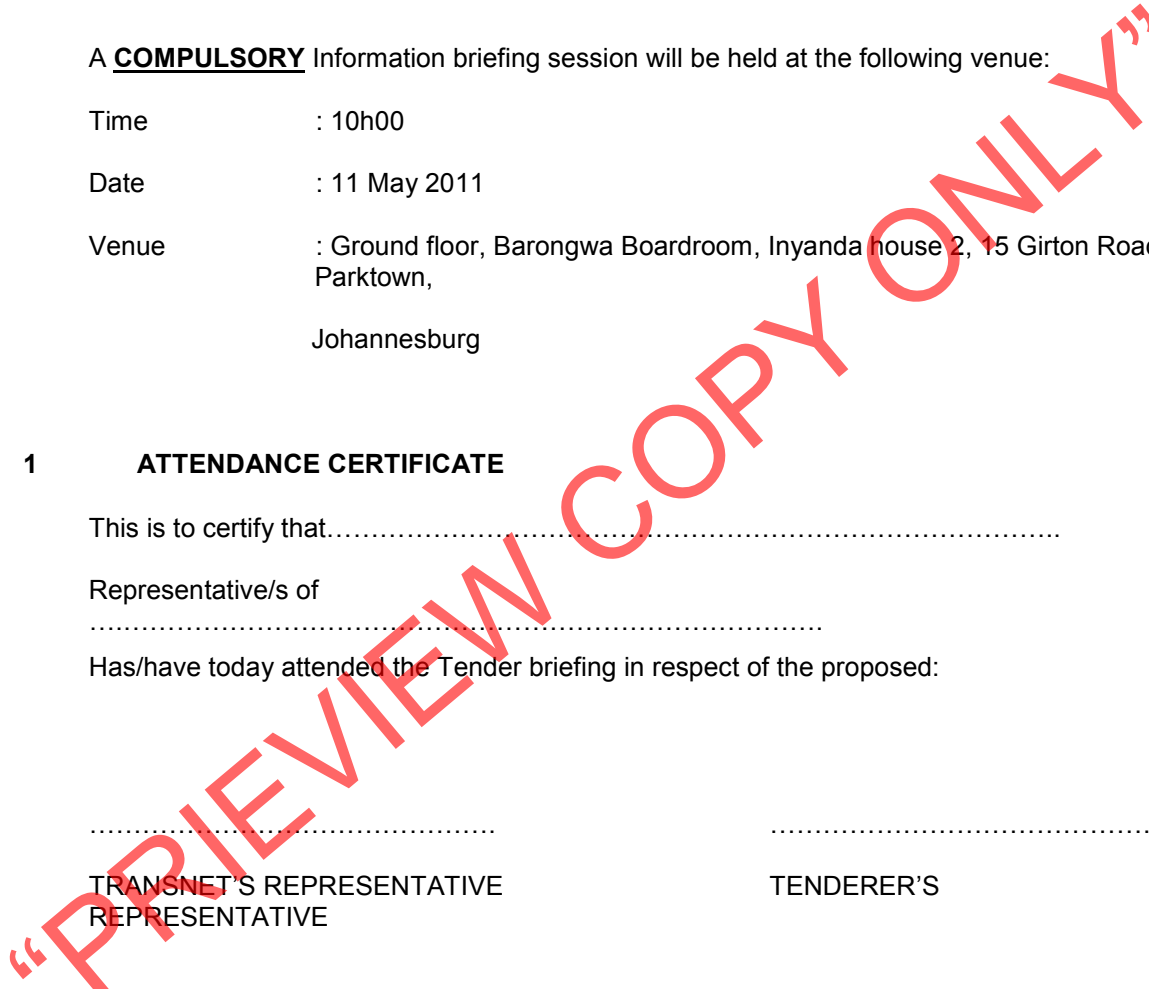
Representative/s of

Has/have today attended the Tender briefing in respect of the proposed:

.....
TRANSNET'S REPRESENTATIVE
REPRESENTATIVE

.....
TENDERER'S

DATE :.....





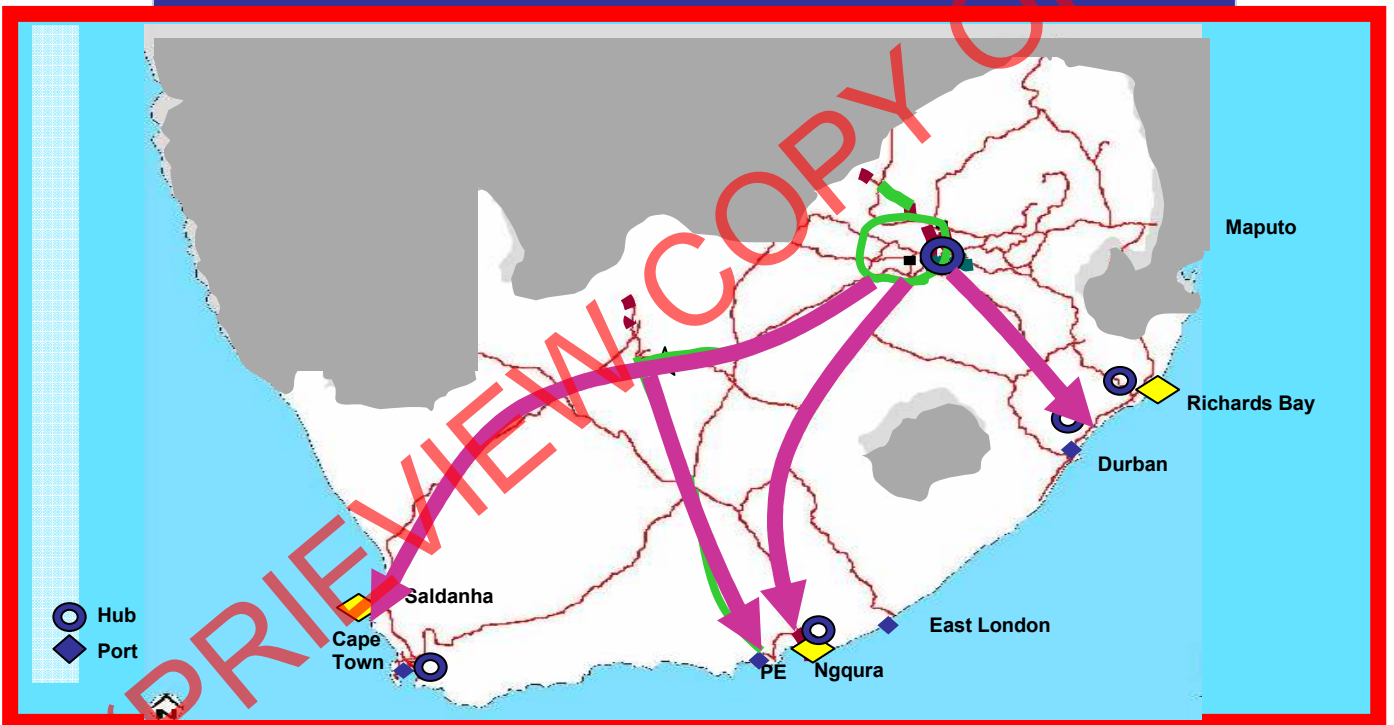
SECTION 4

RFP NUMBER: CRAC-JHB-7333

TRANSPORTATION AND URBAN PLANNING FOR THE DEVELOPMENT OF LAND PLANS FOR PRETCON AND KAALFONTEIN INTERMODAL HUBS FOR A PERIOD **ANNEXURE A**

Scope of Work

Land Use Determination Program for Rail FREIGHT/Intermodal Hubs/Facilities





Introduction:

Background

As part of an on-going planning process to ensure a more responsive and efficient freight logistics system, Transnet Freight Rail a division of Transnet, specializing in Rail Freight-Logistics, through its major initiative of developing a Rail Master plan, will be at the forefront of becoming solution-oriented in its partnership with industry, and other public facilities for the country's economic competitiveness.

To enhance this initiative Transnet Freight Rail, seeks proposals from qualified Transportation and Urban Planning Service Consultants to develop land use master plans for the various inter-modal/freight logistics hubs in support of the Transnet Freight Rail's Rail Master Plans. International freight-hub trends, market forces and regional service requirements for the country must inform these plans.

There are numerous sites with unique activities and specialization that translates into special-use sites and zones aligned to land and facility requirements. Due to the size and diversity of Transnet Freight Rail's property portfolio, these sites have to be prioritized to afford a detailed analysis of work to be performed by the successful consultant. The prioritized sites are as follows:

- 1. Pretoria Precinct (Pretcon and Roscon), Gauteng or alternative site**
- 2. Kaalfontein Precinct, Johannesburg, Gauteng**

This work will include an integrated approach to **Pretoria Precinct** and **Kaalfontein Precinct**.

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Objectives:

The main objectives of this project are:

- a) To support the Transnet Freight Rail's Rail Master Plan and inform better land-use management of Transnet Freight Rail's land-base,
- b) To improve the efficiency of the supply chain and operations, service offering through identification of a realignment of Transportation Hubs and sub-intermodal facilities. This is a strategic initiative for immediate address.
- c) To give Transnet Freight Rail an opportunity to conduct assessments of its property portfolio, relevance and capacity, especially along freight corridors that serve as comprehensive hub-points for supportive cost-effective logistics movement.
- d) Importantly, it is imperative that the land use strategy and precinct plans derived from this project should serve the national, provincial and local public interests that are consistent with sound compatible, performance-based planning and transportation economic principles.
- e) Take cognizance of developments adjoining identified land parcels that could influence development potential.

Progress to date:

Through the Transnet Freight Rail's Rail Master Plan various rail corridors were analyzed in terms of infrastructure condition; capacity; adaptability and ability to meet diverse cargoes and their projected market demands. In addition, (a system's analysis was reviewed as upgrading and integrating ICT systems is integral to a service offering that results in an efficient; safe & secure; and reliable freight logistics system). These were translated into a future network development plan for Transnet Freight Rail

Finally, the intent for Transnet Freight Rail will be to integrate into proposed development precincts plans, comprehensive security, environment, layout and access management; and quantifiable risks associated with development plans for medium to long-term optimum development decision making.

Project Scope:

The project format and methodology adopted must identify the properties in question as well as inform adjacent land uses and land-ownership profile in proximity to the hubs with relevant integrated transport and land use impact. In addition, emphasis for approach must be to inform spatial arrangements, growth management and sustainable measures for medium and long-term development and investment strategies, and rationalization for all sectors, integrating affected transportation agencies, users and municipalities.

Process: Precinct Spatial Planning and Site Development

The development of scenarios should include an assessment of the status quo as well as integrate visioning exercises to ensure participation of the public and existing and proposed user's of Transnet Freight Rail's facilities. Due regard must be given to the nature, mode, operations and cargoes moving through the specified development areas, etc.; as well as benchmarking against international best practices and growth trends

The scope and key areas of focus include, but are not limited to the following steps and activities:



STEPS	ACTIVITIES
<p>Step 1</p>	<ul style="list-style-type: none"> • Analyse status quo. • Obtain relevant data such as current spatial development plans, Local Economic Development Plans, Integrated Transport Plans, Integrated Development Plans, etc., of the respective planning authorities. • Consolidate current development plans for the respective hubs from the respective planning authorities • Provide benchmarking examples of similar developments in other countries
<u>STEPS</u>	<u>ACTIVITIES</u>
<p><u>Step 2</u></p>	<ul style="list-style-type: none"> • Spatial planning and Site Development plans for these specialized areas; i.e. Develop detailed precinct plans and Land Use plans per area/zone. • Re-scope and conduct program planning for the development sites/project areas: • Define elements unique to each project area and sites within the project area • Define land and facility requirements applicable to each project site/zone
<p><u>Step 3</u></p>	<ul style="list-style-type: none"> • Identify alternative opportunities (if any) to enhance performance-based zoning and activity layout • Use clustering methodology and align local municipal and regional industrial developments and strategies • Identify appropriate resources required and a prioritization of redevelopment needs and opportunities per each area (precinct) • Establish a planning process to address the following freight logistic issues
<p><u>Step 4</u></p>	<ul style="list-style-type: none"> • Identification of cost-effective measures, similar to Value Engineering to ensure project planning and execution. • Environmental Issues –Process to utilize resources and ensure involvement of DEAT in developing an economically feasible and sustainable program for site clean-up/rehabilitation and adaptive re-use. • Cognisance of current ROD's plus scoping of potential EIA'S required. • Identify the Traffic Impact of the proposed development and establish a traffic management plan to mitigate the same.
<p><u>Step 5</u></p>	<ul style="list-style-type: none"> • Greenway Systems–Integration of greenway systems as buffering tools/techniques against LULU's and NIMBYs. Identify land disposal and acquisition requirements in support of the site development program
<p><u>Step 6</u></p>	<ul style="list-style-type: none"> • Develop a feasibility study looking at the cost for the development and possible income stream to be derived from the proposed land use • Do a cost /benefit analysis

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STEPS	ACTIVITIES
<p><u>Step 7</u></p> <p>Transnet Freight Rail to lead engagement process.</p>	<ul style="list-style-type: none"> • Stakeholder consultation – The development of the project will be an iterative process and must include consultation with both private sector and public sector stakeholders. • Analyze the impact of freight transport on land use and spatial patterns, and vice versa, and mitigate negative impacts, which might be the result of poor linkages, poor locality or space constraints. • Transport Impact – Integrate land use development with transport and resolve the impacts for all modes of transport where relevant. Traffic modeling may be required for an integrated transport and land use solution.
<p><u>Step 8</u></p>	<ul style="list-style-type: none"> • Establish modal shifts such as road to rail and vice versa to optimize the transportation system. • Identify infrastructure necessary to support the proposed land use.

Framework and contents of the Land Use Master Plan.

The Land Use Master Plan must include the following sections:

Introduction:

The section should give an indication of the methodology applied and the process followed in the development the Land Use Master Plan.

Review of the following documentation:

- ✓ Transnet strategy
- ✓ Transnet Freight Rail Strategy
- ✓ Transnet Freight Rail Strategy – Container And Automotive Business Strategy
- ✓ Transnet Freight Rail’s Rail master plan
- ✓ Port Master Plan

This section should highlight the implications of the above mentioned strategies on Transnet Freight Rail’s land use requirements and the link up of the project with other government wide initiatives such as ASGISA and Local Government integrated plans.

Review the relevant commodity demand file for the area and define any new commodities and rail volumes to be captured in the study area.

Rail user’s requirements:

This part must cover the findings of the rail user’s needs analysis.

Way forward: Issues and actions:

The section should draw attention to the major issues that need to be addressed as well as make a proposal on the rail land use planning moving forward.



Detailed Land Use Master Plan per precinct:

The details of the master plan are required per precinct and must include summary of the proposed land use, aerial photographs indicating current use, site plans indicating future land use, infrastructural requirements including rail, land, services access road and any other relevant information.

6.6. Development Feasibility Study

6.7. Project Roll out Program based on a phased approach

Reporting requirements

- The selected service provider must compile a detailed project plan, which must be approved by Transnet Freight Rail before starting with the work.
- Scheduled reporting based on the approved project plan to the Executive Manager: Property. Changes to the reporting content will be determined at formal feedback sessions.
- Weekly progress reports by service provider.
- The quality of the work done will be checked on a scheduled basis.
- The final version of the required deliverables must be produced before the end of September 2011.

General Requirements

The following general requirements must be adhered to:

- All findings must be set out clearly and supported by evidence;
- The proposed Land Use Master Plan must be in line with Transnet and Transnet Freight Rail and Container And Automotive Business strategies;
- All conclusions must be justified and explained;
- Findings and recommendations must be concise and clear;
- Alignment with Transnet Freight Rail's BEE Procurement Policy.

Project duration:

It is a requirement that all the specified work be conducted over a maximum period of 6 months from the date of signature of contract – working with the relevant stakeholders.

Evaluation Criteria:

The bidders will be evaluated based on the criteria outlined in Annexure A of this document.

Pricing:

Bidders are requested to indicate a ceiling price on the total estimated time for completion of the project as per the attached Annexure B.



Contact person:

Any enquiries regarding tender procedures may be directed to:

Gladys Ntambo

Tel 011 584 0597

Email: Galdys.Ntambo@transnet.net

or for technical information to :

Ms. Neo Mosebo

Tel: 011 584 0702

Email: Neo.Mosebo2@transnet.net

Fax: (011) 774 9994

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ANNEXURE A

Evaluation Criteria

Category	Criteria	
BEE	Transnet, and its business units will utilise the DTI's BBBEE Balanced Scorecard for the accreditation of all tenderers. Transnet thus requires prospective tenderers to be accredited by one of the various Independent Accreditation Agencies available, who do their BBBEE rating/s in accordance with the latest DTI Codes of Good Practice (released on 31 July 2009)	
Technical	1) Project Methodology 2) Resources <ul style="list-style-type: none"> • Competency and Experience of individuals to be participating in this project 3) Previous experience on similar projects to be evaluated in terms of: <ul style="list-style-type: none"> • Number of comparable projects completed • Type of project • Value of project • Project compliance with time 	
Commercial	Price Financial capacity	

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**SECTION 5**

RFP NUMBER: CRAC-JHB-7333

TRANSPORTATION AND URBAN PLANNING FOR THE DEVELOPMENT OF LAND USE MASTER PLANS FOR PRETCON AND KAALFONTEIN INTERMODAL HUBS FOR A PERIOD OF 12 MONTHSRETURABLE DOCUMENTS**C.1.Returnable Schedules / Documents required for tender evaluation purposes**

	Returnable Schedules / Documents	YES/NO/N/A	
1	Certificate Of Authority For Joint Ventures (Where Applicable	x	
2	Schedule of the Tenderers Experience	x	
3	Certificate of Attendance at Clarification Meeting	X	
4	Labour Payment Schedule	X	
5	Supplier Declaration form (version2)	X	
6	Letter of Good Standing with the Compensation Commissioner	x	
7	Original / Certified BBEE Rating Certificate With Detailed Scorecard	X	
8	Statement Of Compliance With Requirements Of The Scope Of Work	x	
9	Certified Copy of Financial Statements (for the past 3 years) including Balance sheets where BBEE not provided.	x	
10	Certified Copy of Share Certificates CK1 & CK2	x	
11	Certified Copy Of Certificate Of Incorporation and CM29 and CM9	x	
12	Certified Copy of Identity Documents of Shareholders/Directors/Members (Where Applicable)	x	
13	Cancelled Cheque	X	
14	Original current Tax Clearance Certificate	X	
15	Original Vat Registration Certificate	X	
16	Copy of BEE Policy/BEE Plan/Employment Policy/Procurement Policy	X	
17	Proof of Public Liability Insurance of at least R5,000,000 per incident	X	
18	Letters of Good Standing with <ul style="list-style-type: none"> o PSIRA o Compensation and Occupational Injury and Diseases(COID) o Private Security Industry Provident Fund 	X	



SECTION 6

RFP NUMBER: CRAC-JHB-7333

TRANSPORTATION AND URBAN PLANNING FOR THE DEVELOPMENT OF LAND USE MASTER PLANS FOR PRETCON AND KAALFONTEIN INTERMODAL HUBS FOR A PERIOD OF 12 MONTHS

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]*

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Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Bank Account Number			
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)	< R5 Million		R5-35 million		> R35 million		
Does Your Company Provide	Products		Services		Both		
Area Of Delivery	National		Provincial		Local		
Is Your Company A Public Or Private Entity	Public			Private			
Does Your Company Have A Tax Directive Or IRP30 Certificate	Yes			No			
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							
BEE Ownership Details							
% Black Ownership	% Black women ownership		% Disabled person/s ownership				
Does your company have a BEE certificate		Yes	No				
What is your broad based BEE status (Level 1 to 9 / Unknown)							
How many personnel does the firm employ		Permanent	Part time				
Transnet Contact Person							
Contact number							
Transnet operating division							
Duly Authorised To Sign For And On Behalf Of Firm / Organisation							
Name				Designation			
Signature				Date			
Stamp And Signature Of Commissioner Of Oath							
Name				Date			
Signature				Telephone No.			



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

2. VENDOR TYPE OF BUSINESS

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

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

2.2	What is your company's annual turnover (excluding VAT)? *									
	<R20k	>R20k <R0.3m	>R0.3 m <R1m	>R1m <R5m	>R6m <R10m	>R11m <R15m	>R16m <R25m	>R26m <R30m	>R31m <R34m	>R35m

2.3	Where are your operating/distribution centres situated *		

3. VENDOR OWNERSHIP DETAIL

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

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



3.2 If Yes state its previous name:*

Registered Name	
Trading Name	

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

SURNAME & INITIALS	ID NUMBERS

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

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

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

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

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

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

4. VENDOR DETAIL

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

4.1	How many personnel does the firm employ? *					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						



4.1.1	In terms of above kindly provide numbers on women and disabled persone					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						
4.2	Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBEE) in the Company *					
	SURNAME	INITIALS	DESIGNATION	TELEPHONE NO.		
4.2.1	Is your company a value adding supplier (i.e. registered as a vendor under the VAT Act of 1991, where NPAT + total labour cost > 25% of total revenue)?					
YES		NO				
4.2.2	Is your company a recipient of Enterprise Development Contributions?*					
YES		NO				
4.2.3	May the above mentioned information be shared and included in Transnet Supplier Data future reference? *					
YES		NO				
4.2.4	If you are successful in the tender/contract (where applicable) and this is awarded to your company / organisation, will this have a positive impact on your employment plans? *					
YES		NO				
4.2.5	If yes (above) kindly provide the following information:					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						
4.2.6	In terms of above kindly provide numbers on woman and disabled personnel:					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						
4.2.7	Are any of your members/shareholders/directors ex employees of Transnet?					
YES		NO				
4.2.8	Are any of your family members employees of Transnet?					
YES		NO				
4.2.9	If Yes to points 4.2.7 & 4.2.8, list details of employees/ex-employees					
SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM	



Internal Transnet Departmental Questionnaire (for office use only)

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

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

Supplier's trading name			
Supplier's registered name			
Please indicate if the Supplier has a contract with sourcing Transnet OD	Yes	<input type="checkbox"/>	No
If yes please submit a copy of the letter of award			

a) What is being procured from the supplier?

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

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	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

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

Name	Grade	Date								Signature
		Y	Y	Y	Y	M	M	D	D	
Tel No:		Fax								

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

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



SECTION 7

RFP NUMBER: CRAC-JHB-7333

TRANSPORTATION AND URBAN PLANNING FOR THE DEVELOPMENT OF LAND USE MASTER PLANS FOR PRETCON AND KAALFONTEIN INTERMODAL HUBS FOR A PERIOD OF 12 MONTHS

TRANSNET LIMITED / CONTRACTORS / SUB-CONTRACTORS

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 8

RFP NUMBER: CRAC-JHB-7333

TRANSPORTATION AND URBAN PLANNING FOR THE DEVELOPMENT OF LAND USE MASTER PLANS FOR PRETCON AND KAALFONTEIN INTERMODAL HUBS FOR A PERIOD OF 12 MONTHS

GENERAL TENDER CONDITIONS - CSS5

Refer Document attached hereto

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SECTION 9

RFP NUMBER: CRAC-JHB-7333

TRANSPORTATION AND URBAN PLANNING FOR THE DEVELOPMENT OF LAND USE MASTER PLANS FOR PRETCON AND KAALFONTEIN INTERMODAL HUBS FOR A PERIOD OF 12 MONTHS

STANDARD TERMS AND CONDITIONS OF CONTRACT (US7 – SERVICES)

Refer Document attached hereto

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SECTION 10

RFP NUMBER: CRAC-JHB-7333

TRANSPORTATION AND URBAN PLANNING FOR THE DEVELOPMENT OF LAND USE MASTER PLANS FOR PRETCON AND KAALFONTEIN INTERMODAL HUBS FOR A PERIOD OF 12 MONTHS

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made the day of 2011

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.

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.

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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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delivering on our commitment to you

Suppliers Code of Conduct

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Respondent's signature

Date and company stamp



Suppliers Code of Conduct

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

These are:

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

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

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

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

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

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





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

Employees may not receive anything that is calculated to:

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

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

Transnet is firmly committed to free and competitive enterprise.

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

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

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



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These include, but are not limited to:

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

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



Conflict of Interest

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

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



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

This will allow us to confirm that you have received, and agree to, the terms and conditions set out in our Suppliers Code of Conduct.

**TIP-OFFS ANONYMOUS HOTLINE
0800 003 056**