



**TRANSNET FREIGHT RAIL**  
an Operating Division of  
TRANSNET SOC LIMITED  
(Registration No. 1990/000900/30)

**REQUEST FOR QOUTATION (“RFQ”)**

RFQ NUMBER BFX/51932

**PROVISION OF MAINTENANCE OF BONDING BETWEEN BLOEMFONTEIN AND KROONSTAD**

ISSUE DATE : 14 AUGUST 2012  
CLOSING DATE : 4 SEPTEMBER 2012  
CLOSING TIME : 10:00

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

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Respondent's Signature

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Date and Company Stamp



RFQ NUMBER BFX/51932

**PROVISION OF MAINTENANCE OF BONDING BETWEEN BLOEMFONTEIN AND KROONSTAD**

**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 RFQ Documents
6. Service Fees and Costs
7. General Tender Conditions (CSS5 – Services)
8. Standard Terms and Conditions of Contract (US7 - Services)
9. Certificate of Attendance of RFQ Briefing
10. Safety arrangements and procedural compliance with the Occupational Health and Safety Act (Act 85 of 1993) and applicable regulations - E.4E Transnet (Jan 2004)
11. Specification for work on, over, under or adjacent to Railway lines and near high Voltage equipment – form E7/1 (July 1998)

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Respondent's Signature

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Date and Company Stamp



## SECTION 1

RFQ NUMBER BFX/51932

### PROVISION OF MAINTENANCE OF BONDING BETWEEN BLOEMFONTEIN AND KROONSTAD

#### 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 14 August 2012 the RFQ documents are obtainable from the office of Transnet, Supply Chain Services, 1<sup>st</sup> Floor, Room 102, Rail Engineering Admin Building, Transnet Road, Bloemfontein

A non-refundable tender fee of R100.00 (inclusive of Vat) is applicable per tender. Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect RFQ BFX/51932 and the Company Name. Receipt/s to be presented prior to collection of the RFQ's. This amount is not refundable. RFQ documents will only be available until 15.00 on 20 August 2012

Any additional information or clarification will be faxed or emailed to all potential Respondents, if necessary.

2. A compulsory pre-Quotation site meeting and/or briefing session will be conducted at Bloemfontein Station on the 21 August 2012, at 10:00 for a period of ± 1 hour. (**Respondent to provide own transportation and accommodation**).

Respondents failing to attend the compulsory site meeting and/or briefing session will be disqualified.

Respondents without a valid RFQ document in their possession will not be allowed to attend the site meeting and/or briefing session.

**The briefing session will start punctually at 10:00 and Respondents arriving late will not be accommodated.**

For specific queries before the closing of the RFQ, the following Transnet employee(s) may be contacted by email only:

Name : Gideon Joubert  
Division : Supply Chain Services  
Email : [Gideon.Joubert@Transnet.net](mailto:Gideon.Joubert@Transnet.net)

**Safety on site:** Reflective jackets and safety shoes to be worn when visiting the site. Without the safety clothing and depending on the environment you will be entering, respondents won't be allowed at the various sites if safety apparel is required.

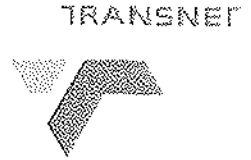
3. Quotations must reach Supply Chain Services, before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

RFQ No	: BFX/51932
Description	: Provision of maintenance of bonding between Bloemfontein and Kroonstad
Closing date and time	: 4 September 2012 at 10:00 Closing address (refer options paragraph 4 below)

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Respondent's Signature

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Date and Company Stamp



**4. DELIVERY INSTRUCTIONS FOR THIS RFQ**

- 4.1 **If delivered by hand**, the envelope is to be deposited in the TRANSNET tender box which is located at the main entrance, Real Estate Management Building, Austen Street, Beaconsfield, Kimberley and should be addressed as follows:

SUPPLY CHAIN SERVICES  
ADMIN SUPPORT  
TENDER BOX  
OFFICE NO. 2  
REAL ESTATE MANAGEMENT BUILDING  
AUSTEN STREET  
BEACONSFIELD  
KIMBERLEY

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.

- 4.2 **If dispatched by courier**, the envelope must be addressed as follows and delivered to the Regional Office, Supply Chain Services, Tender Box and a signature obtained from that Office.

SUPPLY CHAIN SERVICES  
ADMIN SUPPORT  
TENDER BOX  
OFFICE NO. 2  
REAL ESTATE MANAGEMENT BUILDING  
AUSTEN STREET  
BEACONSFIELD  
KIMBERLEY

5. Please note that this RFQ closes punctually at 10:00 on Tuesday, 4 September 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 RFQ 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 RFQ 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 RFQ documents.

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Respondent's Signature

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Date and Company Stamp



## 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

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Respondent's Signature

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Date and Company Stamp



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

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

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

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

**Turnover:** Indicate your company's most recent annual turnover:  
R.....

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

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

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

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

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

**DTI BBBEE UNIQUE PROFILE NUMBER:**  
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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

## 12 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.

## 13 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 RFQ between the closing date and the date of the award of the business.

A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFQ to the Transnet employee as indicated in clause 2 above, and may also at any time after the closing date of the RFQ, communicate with the Secretary of the Transnet Acquisition Council, at telephone number 011 308 3528 / 3522 or fax no. 011 308 2637 on any matter relating to its RFQ response.

## 14 RFQ SCHEDULE

Respondents will be contacted as soon as practicable with a status update. At this time short-listed Respondents may be asked to meet with Transnet representatives at a location to be agreed.

## 15 INSTRUCTIONS FOR COMPLETING THE RFQ

- (i) Sign one set of documents (sign and date the bottom of each page). This set will serve as the legal and binding copy.
- (ii) Documents to be submitted to the address specified above.
- (iii) The following returnable documents must accompany all Quotations:
  - Respondent's latest audited financial statements;
  - Respondent's valid Tax Clearance Certificate.

## 16 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.

## 17 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

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Respondent's Signature

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Date and Company Stamp



- 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.

**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**

**18 DISCLAIMERS**

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

- modify the RFQ's 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 RFQ's closing date
- award only a portion of the proposed Services which are reflected in the scope of this RFQ
- split the award of the contract between more than one Supplier
- make no award of a contract

Kindly note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with this Quotation, whether or not the Respondent is awarded a contract.

**19 LEGAL REVIEW**

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

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Respondent's Signature

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Date and Company Stamp





Respondents to complete this section:

NAME OF RESPONDENT .....

PHYSICAL ADDRESS .....

Respondent's contact person:

Name.....

Designation.....

Telephone.....

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**

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFP's exceeding R5,000,000.00 [five million S.A. Rand] in value. Should a respondent have any material concern regarding an RFP process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Respondent to familiarize himself/herself with the Terms of reference for the Procurement Ombudsman, details of which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)
- For transactions below the R5,000,000.00 [five million S.A. Rand] threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Operating Division.
- All respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.

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Respondent's Signature

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Date and Company Stamp



## SECTION 2

RFQ NUMBER BFX/51932

### PROVISION OF MAINTENANCE OF BONDING BETWEEN BLOEMFONTEIN AND KROONSTAD

#### BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

##### 1. BACKGROUND

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##### 2. EXECUTIVE OVERVIEW

Most Transnet Operating Divisions currently procure their ..... requirements through a number of service providers. Our objective is to source all activity through a Preferred Supplier(s) capable of servicing all Transnet Operating Divisions in locations around the country. Other key considerations include.....

Transnet is seeking a partner(s) to provide solutions for its ..... nationally. It also seeks to improve its current processes for provision of these Services to its end user community throughout its locations.

The selected service provider(s) will share in the mission and business objectives of Transnet. These mutual goals will be met by meeting contract requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, Transnet and its Supplier(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow Transnet to reach higher levels of quality, service and profitability.

Specifically, Transnet seeks to benefit from this partnership in the following ways:

- Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Supplier's economies of scale and streamlined service processes.
- Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Supplier(s).
- Transnet must receive proactive improvements from the Supplier with respect to provision of Services and related processes.
- Transnet's overall competitive advantage must be strengthened by the chosen Supplier's leading edge technology and service delivery systems.
- Transnet end users must be able to rely on the chosen Supplier's personnel for service enquiries, recommendations and substitutions.
- Transnet must reduce costs by streamlining its acquisition of Services, including managed service processes on a Group basis.

##### 3. SCOPE OF REQUIREMENTS

This project specification covers the Maintenance of bonding between Bloemfontein and Kroonstad.

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Respondent's Signature

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**4. GENERAL INFORMATION**

It is required that all Transnet operating divisions will be included in the scope of this Quotation.

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 RFQ.

**5. 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.

(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)	<b>Beneficiary details :</b> Name (Account holder) ..... Bank (Name and branch code)..... Swift code ..... Country .....
(d)	..... (Applicable date of Exchange Rate used)

**6. 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 RFQ, 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	
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NO	
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**7. SERVICE LEVELS**

- Experienced national account representative/s to work with Transnet's sourcing/procurement department (no sales representatives are needed for individual department/locations). Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- Transnet will have quarterly reviews with the Supplier's account representative on an ongoing basis.
- Transnet reserves the right to request that any member of the Supplier's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- Supplier guarantees that it will achieve a 95% service level on the following measures. If the Supplier does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly fees payable in the next quarter:
  - On-time deliverables
- Supplier must provide a toll-free number or alternative number for customer service calls.
- Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty, giving 30 (thirty) days' notice to the Supplier.

**Accepted:**

YES		NO	
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**8. CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD**

Respondents shall indicate whether they are committed to participate in the continuous improvement initiatives of Transnet to reduce the overall cost of transportation within South Africa during the duration of the contract.

**Accepted:**

YES		NO	
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If "yes", please specify.

Respondents must briefly describe their commitment to the continuous improvement initiatives and give examples of specific areas and strategies where cost reduction initiatives can be introduced. Specific areas and proposed potential savings percentages should be included. Additional information can be appended to the Respondent's Quotation if there is insufficient space available.



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**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:

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

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“PREVIEW COPY ONLY”



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

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

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**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 of Company	Contact Person	Telephone number

**11. EVALUATION CRITERIA**

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

- Pricing (fees) - Whilst not the sole factor for consideration, competitive pricing will be critical in indicating how much you value Transnet's business
- Service level guarantees
- An explicit commitment to continuous improvement initiatives





- Compliance - Completeness of your responses and content of the Quotation will be considered
- Financial strength
- References
- BBBEE status of company
- Additional value-added services
- Duration of works

#### SUBSTANCE ABUSE TESTING

The OHS Act (Act 85 of 1993) clearly states in the Safety Regulations no. 2A "INTOXICATION" An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace". Transnet Freight Rail enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters their premises.

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Respondent's Signature

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Date and Company Stamp



## 1.0 CONTRACTUAL OBLIGATIONS

- 1.1 The Contractor shall not make use of any sub-Contractor to perform the works or parts thereof without prior permission from the Project Manager.
- 1.2 The Contractor shall ensure that a safety representative is at site at all times.
- 1.3 The Contractor shall comply with all applicable legislation and Transnet safety requirements adopted from time to time and instructed by the Project Manager / Supervisor. Such compliance shall be entirely at his own cost, and shall be deemed to have been allowed for in the rates and prices in the contract.
- 1.4 The Contractor shall, in particular, comply with the following Acts and Transnet Specifications:-
  - 1.4.1 The Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993. The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
  - 1.4.2 The Occupational Health and Safety Act (Act 85 of 1993).
  - 1.4.3 The explosive Act No. 26 of 1956 (as amended). The Contractor shall, when applicable, furnish the Project Manager / Supervisor with copies of the permits authorising him or his employees, to establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act.
  - 1.4.4 The Contractor shall comply with the current Transnet Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract, which shall include site establishment and delivery of plant, equipment or materials, submit to the Project Manager / Supervisor.
  - 1.4.5 The Contractor shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment – E7/1, if applicable, and shall take particular care of the safety of his employees on or in close proximity to a railway line during track occupations as well as under normal operational conditions.
- 1.5 The Contractor's Health and Safety Programme shall be subject to agreement by the Project Manager / Supervisor, who may, in consultation with the Contractor, order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act.
- 1.6 In addition to compliance with clause 1.4 hereof, the Contractor shall report all incidents in writing to the Project Manager / Supervisor. Any incident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.
- 1.7 The Contractor shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the work.
- 1.8 A penalty charge of R1000,00 per day will be levied for late completion.
- 1.9 The Contractor shall supply a **site diary** (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed Project Manager or Supervisor must countersign such delays. Other delays such as non-availability of equipment from 3<sup>rd</sup> party suppliers must be communicated to the Project Manager or Supervisor in writing.



- 1.10 The Contractor shall supply a **site instruction book** (with triplicate pages). This book shall be used to record any instructions to the Contractor regarding problems encountered on site – for example the quality of work or the placement of equipment. This book shall be filled in by the Project Manager or Supervisor and must be countersigned by the Contractor.
- 1.11 Both books mentioned in 1.9 and 1.10 shall be the property of Transnet Freight Rail and shall be handed over to the Project Manager or Supervisor on the day of handing over.
- 1.12 All processes or the manufacture and assembly of the product components must be subjected to a quality assurance system.
- 1.13 The Contractor will assume full responsibility for assuring that the products purchased meet the requirements of Transnet Freight Rail for function, performance, and reliability, including purchased products from 3<sup>rd</sup> party suppliers/Manufacturers.
- 1.14 The Contractor shall prove to Transnet Freight Rail that his equipment or those supplied from 3<sup>rd</sup> party suppliers/manufacturers confirms to Transnet freight rail specifications.
- 1.15 The Contractor will remain liable for contractual delivery dates irrespective of deficiencies discovered during site inspections.

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**Contract Data**

**Works Information**

**1. SCOPE OF WORK**

This Maintenance specification covers Transnet Freight Rail's requirements for the maintenance of bonding of OHTE and related equipment between Bloemfontein and Kroonstad.

1.1 The work includes.

- 1.1.1 Maintenance and installing of all Rail Continuity bond (sets), Mast to Rail bonds (section), Mast to Rail bond (switches), Cross bonds, and H-Masts.
- 1.1.2 Removing, sorting, loading, secure handling and handing over of all OHTE material (Cu and Al) of all damaged bonding cable.
- 1.1.3 Daily scheduling of all the equipment and labour to suit the activities.
- 1.1.4 The safeguarding of all materials (scrap) against theft and pilferage.
- 1.1.5 All supervision and labour, tools and equipment unless otherwise specified, required for the execution of the work.
- 1.1.6 The team or individuals within the team will be expected to perform independently (without the assistance of Transnet Freight Rail Infra employees). This effectively means that the contractor will be authorized to work to clearances according to the Electrical Safety Instruction (Cat A Brown)
- 1.1.7 Any work arising out of or incidental to the above or required of the Contractor for the proper execution and completion of the contract in accordance with the true meaning and intent of the contract documents.
- 1.1.8 Work on this area will be executed under total occupation. Occupations will be arranged for 6-8 hours per day.
- 1.2 Specific requirements
  - 1.2.1 The risk associated with normal weather (rain, high or low rail temperature) is with the contractor.
  - 1.2.2 Occupations are not always granted on time as requested and approved. This may result in production time shifting. The waiting time on site before occupations are granted shall not be considered a basis for a claim for Standing Time.



## 2. DEFINITIONS

For the purpose of this contract the definitions shall be amplified as follows: -

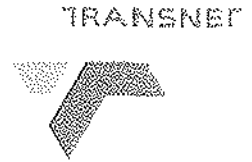
- 2.1 **Project Manager:** The person or juristic person appointed by Transnet from time to time as the Project Manager, to administer the contract.
- 2.2 **Technical Officer:** Any person appointed by the Project Manager to deputise for him in supervising and carrying out the contract.
- 2.3 **Normal Working Hours (NWH):** A continuous shift of 8,0 hours out of every 24 hours for 5 consecutive days out of every 7 days or for 10 consecutive days out of every 14 days. The Technical Officer will determine the starting times, which may vary to suit train time tables.
- 2.4 **Maximum Occupation Time (TOM):** Occupation time of 8,0 hours out of every 24 hours for 5 consecutive days out of every 7 days or for 10 consecutive days out of every 14 days.
- 2.5 **Occupation:** The formal closure of the line to normal train traffic for a specified period of time arranged in accordance with Infrastructure Occupation Management System (IOMS) and implemented in accordance with the Protection Manual.
- 2.6 **Machinery:** The machinery provided by the Contractor for executing the Work, complete with all fittings, accessories and ancillary equipment including trailers, caravans and spare parts, as may be required to comply with the Contract specifications.
- 2.7 **Latest edition of specification/standards:** All specifications referred to in the contract documents, but not bound therein, shall be the latest edition or revision, which was published up to 3 months prior to the closing date of tenders. See clause 12.
- 2.8 **Project specification:** The terms "special conditions" and/or "special conditions and specifications" are replaced by "project specification" wherever they appear in the contract documents.

## 3. PRIORITIES AND ORDER OF WORK

### 3.1 Commencement and Duration of Contract

#### 3.1.1 Site meeting

A compulsory site meeting will be conducted. The Project Manager for this contract will be Mr Themba Mumba and he may be contacted on Telephone number 083 280 2258. The Technical Officer will be Dineo Lekule on cell phone 083 687 1784.



### 3.1.2 Starting date

The Contractor shall start work within 7 calendar days after notification of award of the contract or at a date set by Transnet Freight Rail.

### 3.1.3 Duration of contract

The duration of the contract will be four months from the starting date.

### 3.1.4 Schedule and program of work

3.1.5 The Contractor shall commence work according to a work schedule that will be provided after award of the contract. The Contractor must submit a proposed programme based on this.

3.1.6 The Contractor shall programme his work in such a manner that the whole operation, including the loading away of all released material is restricted to allow, at the end of every occupation, for safe passage of trains at 60 km/h over the total length of overhead track already removed but not finally handed over.

## 4. DESCRIPTION OF WORK

4.1 The order of operations is left to the Contractor on condition that: -

4.1.2 All work shall take place during occupations as defined in clause 11.

4.1.3 Any bonding material left next to the railway line after any shift shall be adequately secured to prevent unauthorised persons tampering with this material. The Contractor at his cost shall replace any material lost whilst on the work site.

4.2 Preparation on site

4.2.1 The Contractor shall provide all material, resources and labour to do all preparations on the equipment on which the work is to be done.

4.3 DRILLING OF 13.5-MM HOLES THROUGH RAIL

4.3.1 Drilling machines used must be self-aligning to drill the hole through the neutral axis of the rail, using a 13.5 mm drill bit.

4.3.2 Drilling machines shall clear the vehicle gauge when set up for drilling, allowing for the safe passage of trains during the drilling process.

4.3.3 When drilling holes that do not allow for the situation mentioned in 4.3.2, drilling shall be done under protection of a track occupation.

No hole may be drilled closer than 310 mm from the end of the rail or from track welds.





- 4.3.4 Holes may not be drilled less than 75 mm centres apart in a rail.
- 4.3.5 The holes shall be drilled with a high-speed steel drill bit.
- 4.3.6 The cutting edges of the drill shall be sharp to ensure minimum friction during drilling, and to avoid reaming of the hole during the drilling process.
- 4.3.7 Cooling lubricant, similar to that used for general machining shall be used to overcome overheating and rust.
- 4.3.8 The hole shall be cleared of all sharp edges and burrs by means of a suitable reamer and counter sink drill. The counter sink shall be 1, 5 mm wide.
- 4.3.9 On completion, a go/no-go gauge shall be used to determine the hole size. The following tolerance shall apply:

<13.5 mm	no-go
13.5 mm – 13.7 mm	go
>13.7 mm	no-go

#### 4.4 EXPANDING COLLAR FASTENING SYSTEM

- 4.4.1 Transnet Freight Rail approved fasteners are collars which apply a radial contact force on the inside of a hole through the rail, thus establishing an electrical contact. This system involves the crimping of lugs onto the ends of the bonding cable and the connection of the lugs to the rail using the expanding collar fastener.
- 4.4.2 This allows for easy removal/re-installation of the bonds during work on the permanent way, and indefinite re-use thereof.
- 4.4.3 Structure-to-rail bonds may be attached on the structure side by means of an M12 stainless steel self-locking nut, bolt and washer, torque to 60 Nm minimum.

#### 4.5 CONNECTION OF BONDING CABLES

- 4.5.1 A lug with bolting hole of 12 mm diameter (nominal) shall be crimped to the end/s of the bond which is/are to be attached to the rail. Only the lugs referred to in drawing no. CEE-TU-120 shall be used, as commonly available lugs would prevent future undoing of the bond connection by means of the special collar provided for this purpose.
- 4.5.2 The size of a hole drilled on the mast shall be 13.5mm, in a position not higher than 300mm from base of the mast pole.
  - 4.5.2.1 Connections to masts shall be either by exothermic welding or M12 stainless steel self locking bolt and nut to bolt a lug onto the mast. For the latter option, the paint must be grinded clean on the mast side, a hole drilled and the lug fastened with a stainless steel bolt, -nut, -washer and -spring washer. The connection must thereafter be sealed with anti-corrosive paste.



- 4.5.3 The bond at the mast shall be installed with a bend so as to prevent water from penetrating the strands at the lug where the PVC insulation terminates.
- 4.5.4 Anti-corrosion paste (“Denso” chrome paste – Stores item no. 54/4093) shall be applied over all exposed surfaces of the fastening system and at the entrance of the bond cable to the lug to prevent corrosion.
- 4.5.5 Back-to-back connections of bonds may be applied using the appropriate bonding system for back-to-back application.

4.6 BONDING CABLE ARRANGEMENTS

- 4.6.1 The works may include the bonding of structures to rails, rails to rails, transmission line make-offs, feeder switches and cross bonds between tracks.
- 4.6.2 The following wire sizes are to be used:

Mast to Rail bond	1 x 96mm <sup>2</sup>	PVC sheath stranded flexible galvanized steel wire.
Rail to Rail continuity bonds	1 x 120mm <sup>2</sup>	PVC covered Copper-Steel composite conductor (50mm <sup>2</sup> Cu equivalent).
Cross bonds	3 x 120mm <sup>2</sup>	PVC covered Copper-Steel composite conductor (50mm <sup>2</sup> Cu equivalent).
Diagonal bonds	6 x 120mm <sup>2</sup>	PVC covered Copper-Steel composite conductor. (50mm <sup>2</sup> Cu equivalent).

- 4.6.3 Bonds shall be installed at the following locations:
  - 4.6.3.1 Mast-to-rail bonds shall be installed according to drawing No: CEE-TU-0035. Bonds shall be clamped to sleepers using the clip in drawing CEE-TU-50.
  - 4.6.3.2 A double mast-to-rail bond shall be installed at every electrification mast that is not connected to an earth wire.
  - 4.6.3.3 Mast-to-rail bonds shall be provided at intervals not exceeding 355 m or roughly every 5th structure for ACSR earth wires sections, and 210m for steel earth wire sections.
  - 4.6.3.4 On sections between stations, cross-bonds according to drawing No: CEE-TU-0036 shall electrically connect only the return current rails together. Cross bonds shall be provided at intervals not exceeding 355m. Cross-bonds shall be provided at both ends and in the centre of yards or loops.
  - 4.6.3.5 Where the Signalling circuit changes from one rail to the other at insulated block joints, diagonal bonds shall be provided between the rails to ensure return current continuity as per the above table.



- 4.6.3.6 Diagonal bonds shall be clamped to sleepers and rails using appropriated clips and in such a way as to ensure that they will always be intact and free of interference with tampering machine when such a machine is in use.
- 4.6.3.7 Double bonds to rail shall be installed at all steel bridges over electrified tracks, Steel railway line bridges over roads, rivers, etc. shall be double bonded to rail through separate spark gaps on DC electrification, and directly on AC electrification.
- 4.6.3.8 Masts where earth wires terminate shall be bonded to rail.

## 5. SPECIFICATION AND DRAWINGS

All bonds shall be attached to the rail by means of Transnet Freight Rail-approved expanding collar fasteners. On steel structures an exothermic process may be used, or expanding collar fastener may be installed which involves the drilling of a 13.5 mm hole.

When applying bonding connections on lines in service, traction currents may flow through such circuits. Suitable precautions must be made to ensure the safe installation under such conditions.

The following specifications are referred to in this specification:

BBB 6017	Specification for Rail Bond Fasteners.
BBB 5985	Specification for Supply of tools for attaching expanding collar type fastenings to rails for Electrification bonds.
BBB 1679 version 1	Specification for Portable Earthing Devices for AC and DC Traction, HV Transmission Lines and 3 kV DC Traction Substation and Tie-station Busbars.

The following drawings are referred to in this specification:

CEE-TU-35	Bonding: Mast to Rail (Single Bond)
CEE-TU-36	Cross-bonding: Multiple tracks.
CEE-TU-50	Clip for fastening bond onto sleeper
CEE-TU-120	Connection of Bonds to Web of Rail
CEE-TU-0136_AMD_3	Terminal lug for use with ring grooved rivet
BBC1798	Bond positions at turnouts

The tenderer shall indicate compliance with this specification in a clause-by-clause statement, indicating compliance, or elucidating deviations from the specific clause.



## 6. Safety

- 6.1 The Contractor shall comply with requirements of safety legislation and regulations in all respects.
- 6.1.2 Security of all of the Contractor's staff, vehicles, machinery, equipment and materials shall remain the responsibility of the Contractor. The Contractor may use Transnet Freight Rail premises from time to time but the responsibility and cost to provide security, which may be required, shall be for the Contractor's account. No separate payment shall be made and the cost thereof shall be deemed to be included in the rates tendered. Transnet Freight Rail shall entertain no claims whatsoever in this regard.
- 6.1.3 The Contractor shall prepare and submit to Transnet Freight Rail at the start of the contract, a comprehensive safety plan which shall also cover the following headings:
- 6.1.4 Transportation of flammable/explosive materials and/or equipment on the same road or rail vehicle as personnel.
- 6.1.5 Storing flammable/explosive materials and/or equipment  
Fire prevention and fire fighting plan
- 6.1.6 Safety procedures for staff when working on double line sections.
- 6.1.7 Safe working procedure for all aspects of the operation, inclusive of all moving of machinery by rail if required by the Contractor
- 6.1.8 The method of work shall be such that at all times it shall comply with Transnet Freight Rail Specification E7/1.
- 6.1.9 Normal protection measures in accordance with the Transnet Freight Rail Protection Manual shall apply.
- 6.1.10 All protection arrangements shall at all times remain under the supervision and responsibility of a Transnet Freight Rail Traction Linesman. No work is permitted if the occupation is not granted.
- 6.1.11 The Contractor shall not allow any persons on the work site to venture within the structure gauge of any adjacent line when this warning procedure is not operating effectively.**
- 6.1.12 An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be compiled by the Contractor and implemented before any work commences. This procedure shall be updated whenever the need



arises and any changes shall be communicated to all employees on a work site before work proceeds.

- 6.1.13 All reasonable steps to effectively prevent the occurrence of veldt fires shall be required from the Contractor. Such fire fighting equipment and resources deemed necessary to effectively fight any veldt fire, which may occur as a result of the work, shall be required at each relay site and shall form part of this contract. The cost to provide such fire fighting equipment and resources shall be deemed to be included in the rates tendered and no separate payment shall be made for this.
- 6.1.14 No separate payment shall be made for the safety measures and the costs hereof will be deemed to be included in the rates tendered.

## 6.2 Training

### 6.2.1 General

6.2.1.1 The Contractor shall ensure that all staff working on or with the contract is adequately trained, so as to comply with any relevant safety and quality requirements.

6.2.1.2 It is the Contractor's responsibility to ensure that his personnel are trained. At the commencement of the contract, Transnet Freight Rail shall assist the contractor with the initial on-the-job training of the staff as specified below, so as to assist the Contractor to qualify the workers / staff. The Contractor shall ensure that he has a core group of workers with sufficient previous experience to take the lead in undertaking maintenance tasks.

6.2.1.3 Where the Contractor requires training and Transnet Freight Rail is committed to provide this training, the contractor shall quantify in his tender as to what and how many staff, training will be required. After award of the contract, the contractor shall then arrange with the appropriate Transnet Freight Rail Production Manager (OHTE), through the Technical Officer, for this training / testing.

6.2.1.4 The Contractor's Traction Linesman shall take full charge of the Contractor's resources on the work site. An employee / agent appointed by the contractor, will not act as, or be allowed to take on any responsibility as, the person-in-charge-of-the-occupation. The function of person-in-charge-of-the-occupation is restricted to competent Transnet Freight Rail employees only.

6.2.1.5 The person-in-charge-of-the-occupation shall be a competent Transnet Freight Rail employee, reporting to the Transnet Freight Rail Depot Engineer. This person shall be responsible for the following on a work site:

Taking occupations

Declaring the track safe for the passage of trains



Cancelling the occupation  
 Communication with Train Traffic Control with regard to occupation matters.

- 6.2.1.6 The Transnet Freight Rail Depot Engineer remains ultimately responsible in terms of the requirements of Act 85 for the safe working environment of his own personnel as well as contractor's personnel within the track maintenance environment on his depot.
- 6.2.1.7 The Depot Engineer is therefore also responsible for ensuring that any changes in the Protection Procedures that may occur over time are effectively communicated his own personnel as well as contractor's personnel within the track maintenance environment on his depot
- 6.2.1.8 Electrical awareness, Educational and competency training
- 6.2.1.9 The following training shall be arranged for the following Contractors staff:
- 6.2.1.10 The electrical awareness training must be arranged for beforehand on-the-job.
- 6.2.1.11 The electrical educational and competency training may be arranged for at either a depot's lecture room (Transnet Freight Rail property), or at a venue of the Contractors choice (Contractors cost).
- 6.2.1.12 Transnet Freight Rail will provide the Accredited Electrical Trainer from Transnet Freight Rail, at Transnet Freight Rail's cost, provided that an arrangement for the training session required is done beforehand and will fit in with the Trainers training program for the year.

Course	Objective	Duration & trainer	Grade to attend
A) Awareness (Electrical)	To inform all contractors staff working near a machine and on the line on electrified sections of the dangerous situations of high voltage OHTE	Two-hour on-the-job lecture and training. <b>Accredited Electrical Trainer / Depot's Electrical technical officer.</b>	All workers and staff working on the contract
B) PWC Educational (Electrical)	For the safe working on and with On-track machinery in the vicinity or near exposed High voltage OHTE.	Lecture room training = 1,25 d On-the-job training = 0,25 d Criterion test = 0,5 d Total = <b>2 days</b> <b>Accredited Electrical trainer</b>	Workers working on a machine (High risk area's) Operators Machine fitters Area supervisors Contract supervisors





C)COM <b>Competency</b> (Electrical) (To follow A) (PWC)	Work permits safe working procedures under the direct supervision of a responsible representative.	Lecture room training = 0,25 d On-the-job training = 0,25 d Criterion test = 0,5 days Total = <b>1 day</b> <b>Accredited Electrical trainer</b>	Supervisor (Responsible person in charge at machine working)
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**7. STANDARD SPECIFICATIONS**

The conditions contained in the following documents shall also apply:

- 7.1 ~~Inter Divisional Agreement and general conditions.~~
- 7.2 E4B (Nov 1996) Minimum Communal Health Requirements in areas outside the jurisdiction of a local Authority.
- 7.3 E4E Transnet (Jan 2004) Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act.
- 7.4 Specification E7/1 (July 1998) Specification for works on, over, under, or adjacent to railway lines and near high voltage equipment.

**8. FINANCIAL**

8.1 Penalty for late completion:

If the Contractor does not meet the stipulated completion time a penalty of R1000 per day shall be imposed for every day or part thereof for late completion.

8.2 Value Added Tax:

The tendered rates in the schedule of quantities and prices must exclude VAT. VAT will be calculated and added to the total at the bottom of the schedule of Quantities and Prices.

8.3 Site Establishment:

No separate payment shall be made for site establishment re-establishment and the removal of it. The cost for this shall be deemed to be included in the rates tendered.

**9. Schedule of Quantities and Prices:**

The quantities in the Schedule of Quantities and Prices are estimated and may be more or less than stated.



## 10. CAMP AND OFFICE, SITE CONDITIONS AND REQUIREMENTS

### 10.1 Offices, Workshops and Campsites

The Contractor shall allow for making his own arrangements for housing, security, water, communications, electricity, sanitary, refuse removal and all other services to these sites. On vacating these sites the Contractor shall clean the sites from all rubbish and reinstate the sites to the satisfaction of the Technical Officer.

### 10.2 Access to Work Site, Office, Workshops and Camps

10.2.1 The Contractor may make use of existing roads to gain access to site.

10.2.2 Transnet Freight Rail will however not be responsible for ensuring all weather passage to the Contractor.

10.2.3 Transnet Freight Rail will entertain no claims from the Contractor for production delays, work done or expenditure incurred in gaining access to the work sites, offices, workshops or campsites.

### 10.3 Site Books

The Contractor shall record in the site diary: -

10.3.1 Planned Occupation times and Actual Working times.

10.3.2 An accurate record of all Non-Ferrous Metals removed and returned to Transnet Freight Rail shall be kept. These records shall be kept in such a way that a clear audit trail is created of all material movements' removal from site.

### 10.4 Site Meetings

The Contractor shall attend meetings at dates and times convened by the Technical Officer (normally once a week). Such meetings shall be for the purpose of discussing actual progress versus construction programme, delays, conditions and specifications, occupations, material truck requirements etc. The meeting will be held under the chairmanship of the Technical Officer and the proceedings will be minuted.

### 10.5 Danger of Contact with Electrical Conductors

10.5.1 The majority of the work will take place under or adjacent to electrified lines. Campsites, offices, workshops and staging facilities within the railway reserve will generally be in close proximity of live electrical equipment.



10.5.2 The Contractor's attention is therefore drawn to the instructions laid down in the specification for Works on, over, under or adjacent to Railway lines and near high voltage equipment - E7/1 (July 1998), and the addendums to clauses 1 and 3.

10.5.3 The Contractor shall, before commencing with any work, ascertain from the appointed Electrical Officer (Contracts) for the particular work area whether overhead or other electrical equipment is affected by the works and he shall ensure that all precautionary measures laid down in the E7/1 (July 1998), and the addendums to clauses 1 and 3 as well as by the Electrical Officer (Contracts) are strictly observed.

10.6 Services

The Contractor shall inspect each worksite in advance of the day of the occupation for the presence of services that might interfere with the operation. In the event of the Contractor encountering any services that could affect the works, he shall notify the Technical Officer immediately and arrange for the removal thereof.

11. OCCUPATIONS

11.1 Although not guaranteed, the Technical Officer will realistically arrange occupations according to the approved programme of approximately 6-8 hours for any one occupation up to a cumulative total of approximately 30 hours per 7-day period.

11.2 During the occupation the line will be open to normal rail traffic over the section on which the Contractor is working. Protection of the site shall be as per the Protection Manual.

11.3 The Contractor shall control and be responsible for the movements of all his plant and personnel, within the confines of the area of the occupation and for its duration.

11.4 The Contractor shall however allow that: -

11.4.1 Before the end of any shift the commencement time ( $\pm 1$  hour) and duration of the following occupation will be advised in writing.

11.4.2 Occupations may commence at any hour of the day, but will normally be during normal working hours.



**12. TO BE SUPPLIED BY THE CONTRACTOR**

- 12.1 The Contractor shall supply his/her own labour.
- 12.2 Except where otherwise specified, the Contractor shall at his own cost provide all labour, transport, consumables (including fuel), plant, tools, drills, equipment, services and ingredients of every description required for the carrying out and completion of his contractual obligations and to the satisfaction of the Technical Officer.

**13. TO BE SUPPLIED BY TRANSNET FREIGHT RAIL**

- 13.1 Work permits for the safe working between trains will be arranged by Transnet Freight Rail.
- 13.2 TFR will provide all the material needed including bonding cable, bolts, jumper cables and lugs.

**14. RAIN AND ADVERSE WEATHER CONDITIONS**

- 14.1 The Contractor shall allow that weather conditions may adversely affect his rate of progress and plan his progress as well as labour capacity accordingly.
- 14.2 The risk for loss in production due to normal weather prevailing for the area shall be on the Contractor. In the event of abnormal weather conditions prevailing, the onus for proof shall be on the Contractor and Transnet Freight Rail shall consider a claim upon written proof submitted by the Contractor.

**15. MEASUREMENT AND PAYMENT**

- 15.1 The Schedule of Quantities reflects quantities and provides for separate unit rates for various types of bonds and the contractor will be paid accordingly.
- 15.2 All claims will only be accepted, if all documentation proving the performance has been thoroughly completed, signed of by Assistant foreman and received in time, before each month's financial closing date. Only five payments (one for each month) will be made during the duration of the contract.

**NB: PAYMENT SHALL BE ON THE BASIS OF THE TOTAL NUMBER OF BONDS COMPLETED. THIS WILL BE INSPECTED AND CONFIRMED BY A TRANSNET FREIGHT RAIL REPRESENTATIVE.**

**16. INSURANCE OF WORKS**

- 16.1 Transnet Freight Rail shall arrange insurance for Public Liability.



- 16.2 Transnet Freight Rail accepts no responsibility for any veidt fires during the execution of the work as stated in the contract.
- 16.3 The contractor shall in his own interest, obtain insurance for his own site establishment, materials, equipment and tools as well as insurance for his motor vehicles and the common law liabilities of the Contractor as an employer, for the duration of the contract.

“PREVIEW COPY ONLY”



**SECTION 3**

**RFQ NUMBER BFX/51932**

**PROVISION OF MAINTENANCE OF BONDING BETWEEN BLOEMFONTEIN AND KROONSTAD**

**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 RFQ 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
- (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.

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

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





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 Quotations afresh and/or having to accept any less favourable Quotation.

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 RFQ. 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 RFQ**

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 RFQ. It should be noted that Respondents may offer an earlier validity period, but that their Quotations may be disregarded for that reason. Should Respondents be unable to comply with this validity period, an alternative validity period must be stated hereunder:

This RFQ 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**

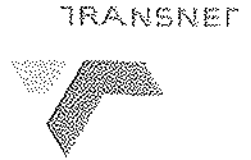
Respondents are required to forward a valid copy of their company's Tax Clearance Certificate with their Quotation.

Indicate tax clearance certificate expiry date: .....

.....  
Respondent's Signature

.....  
Date and Company Stamp





**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.

**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		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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*(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)*

**PRICE REVIEW**

Transnet will be benchmarking this price offering(s) against the lowest price received as per the benchmarking exercise. If the Respondent's price(s) is/are found to be higher than the benchmarked price(s), then the Respondent shall match or better such price(s) within 30 days - failing which the Contract may be terminated at Transnet's discretion or the particular item(s) or service(s) purchased outside the contract.

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

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



**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 RFQ Documents – Section 5	√
Service Fees and Costs - Section 6	√
General Tender Conditions - Form CSS5 – Section 7	√
Conditions of Contract - Form US7 – Section 8	√
Certificate of attendance of RFQ Briefing – Section 9	√
Audited Financials for previous year	√
Valid Tax Clearance Certificate	√
VAT Registration Certificate	√
BBBEE Accreditation Certificate	√
Letter of Good Standing	√
E.4E Transnet (Jan 2004) - Safety arrangements and procedural compliance with the Occupational Health and Safety Act (Act 85 of 1993) and applicable regulations- Section 10	√
Specification for work on, over, under or adjacent to Railway lines and near high Voltage equipment – form E7/1 (July 1998) –Section 11	√

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

"PREVIEW COPY ONLY"

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

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



By signing the RFQ documents, the Respondent is deemed to acknowledge that he / she has made himself / herself thoroughly familiar with all the conditions governing this RFQ, 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 \_\_\_\_\_  
\_\_\_\_\_

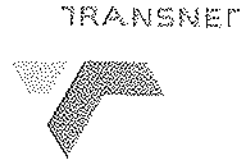
2 \_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DESIGNATION

“PREVIEW COPY ONLY”



**SECTION 4**

**RFQ NUMBER BFX/51932**

**PROVISION OF MAINTENANCE OF BONDING BETWEEN BLOEMFONTEIN AND KROONSTAD**

**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
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 \_\_\_\_\_

\_\_\_\_\_

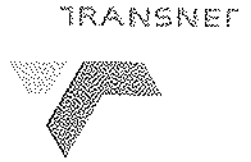
SIGNATURE CHAIRMAN

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

\_\_\_\_\_

SIGNATURE SECRETARY





## SECTION 5

RFQ NUMBER BFX/51932

### PROVISION OF MAINTENANCE OF BONDING BETWEEN BLOEMFONTEIN AND KROONSTAD

#### CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

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

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

hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFQ 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 RFQ/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

RFQ NUMBER BFX/51932

PROVISION OF MAINTENANCE OF BONDING BETWEEN BLOEMFONTEIN AND KROONSTAD

SERVICE FEES AND COSTS

“PREVIEW COPY ONLY”

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

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



<b>Contract Data</b>					
<b>Price List</b>					
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Price</b>
<b>A</b>	<b>Maintenance of bonding between Bloemfontein and Kroonstad</b>				
1	Mast to Rail bond (section), complete	EA	1950		
2	Cross bonds	EA	500		
3	Rail to Rail Continuity bond	EA	700		
	<b>Total Price (Excl. VAT)</b>			<b>R</b>	

Amount in words:.....  
 .....(Excl. VAT)

"PREVIEW COPY ONLY"

.....  
 Respondent's Signature

.....  
 Date and Company Stamp



## SECTION 7

RFQ NUMBER BFX/51932

PROVISION OF MAINTENANCE OF BONDING BETWEEN BLOEMFONTEIN AND KROONSTAD

### GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5

**NOTE: Bidders must familiarise themselves with the contents of GENERAL TENDER CONDITIONS – SERVICES Form CSS5 which is available on request**

“PREVIEW COPY ONLY”

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

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



## SECTION 8

RFQ NUMBER BFX/51932

PROVISION OF MAINTENANCE OF BONDING BETWEEN BLOEMFONTEIN AND KROONSTAD

### STANDARD TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES TO TRANSNET

Refer Form US7 .

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."*

**NOTE: Bidders must familiarise themselves with the contents of GENERAL TENDER CONDITIONS – Form US7 which is available on request**



## SECTION 9

RFQ NUMBER BFX/51932

### PROVISION OF MAINTENANCE OF BONDING BETWEEN BLOEMFONTEIN AND KROONSTAD

#### CERTIFICATE OF ATTENDANCE OF SITE MEETING / BRIEFING SESSION

It is hereby certified that -

1. ....
2. ....

Representative(s) of .....  
(name of company)

attended the site meeting / briefing session in respect of the proposed Services to be rendered in terms of this RFQ on .....2012.

.....  
TRANSNET'S REPRESENTATIVE

.....  
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....