



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

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER CRAC- EFQ-07318

UPGRADING OF TURNOUTS YARDS AND SCREENING BY HAND

ISSUE DATE : 28 MARCH 2011
BRIEFING DATE : 04 APRIL 2011
CLOSING DATE : 12 APRIL 2011
CLOSING TIME : 10H00 A.M
OPTION DATE : 29 JULY 2011

BRIEFING DETAILS :

VENUE : 6TH Floor Boardroom
I Anvil Road
DATE : 04 April 2011 at 10H00 A.M

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

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

Respondent's signature _____ 1

_____ Date and company stamp



REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER CRAC- EFQ-07318

UPGRADING OF TURNOUTS YARDS AND SCREENING BY HAND

SCHEDULE OF DOCUMENTS

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

“PREVIEW COPY ONLY”



SECTION 1

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER CRAC- EFQ-07318

UPGRADING OF TURNOUTS YARDS AND SCREENING BY HAND

NOTICE TO BIDDERS

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

On or after **28/03/2011** the RFQ documents may be inspected at, and are obtainable from the office of TRANSNET Freight Rail Tender Advice Centre, Inyanda 1, Ground Floor, 21 Wellington Road, Parktown.

A non-refundable tender fee of R100.00 (inclusive of Vat) is applicable per tender (listed below). Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect the tender number and the Company Name. Receipt/s to be presented prior to collection of the tender/s.

NOTE: This amount is not refundable.

Please bring the valid document on the day of briefing.

BRIEFING DETAILS:

VENUE : 6TH Floor Boardroom
: Isando Depot

DATE : **04/04/2011**

NAME : **Sandiswa Ngcwangu**

E-MAIL : **sandiswa.ngcwangu@transnet.net**

Tenders in duplicate must reach the Chairperson, TRANSNET Freight Rail Acquisition Council, P.O.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- EFQ- 07244
Description : REPLACEMENT OF SLEEPERS

Closing date and time : 12 APRIL 2011
Closing address (refer options below)



DELIVERY INSTRUCTIONS FOR THIS RFQ:

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

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.

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

1. Please note that this RFQ closes punctually at 10:00 on Tuesday 12 APRIL 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 RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
5. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
6. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.
7. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.



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

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

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

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

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

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

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

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

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

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



Each Respondent is required to furnish proof of its 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.

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 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.

DTI BBEE UNIQUE PROFILE NUMBER:
.....

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.

9. COMMUNICATION

Respondents are warned that a response will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of TRANSNET in respect of an RFQ between the closing date and the date of the award of the business.

A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFQ to the TRANSNET employee as indicated in (2) above.

10. RFQ SCHEDULE

Respondents will be contacted as soon as practicable with a status update. At this time short-listed Respondents may be asked to meet with TRANSNET representatives. Respondents are to provide a list of persons who are mandated to negotiate on behalf of their company, together with their contact details.



10.1 INSTRUCTIONS FOR COMPLETING THE RFQ

- (i) Sign one set of documents (sign and date the bottom of each page). This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set can be a copy of the original signed Proposal.
- (ii) Both sets of documents to be submitted to the address specified above.
- (iii) The following returnable documents must accompany all Proposals:
 - the Respondent's latest audited financial statements;
 - the Respondent's valid Tax Clearance Certificate.
 - A CD copy where applicable

11. COMPLIANCE

The Respondent shall be in full and complete compliance with any and all applicable State and Local Laws and Regulations.

12. ADDITIONAL NOTES:

- All returnable documents as indicated in the Proposal Form (Section 3) must be returned with the response
- Changes by the Respondent to its submission will not be considered after the closing date
- The person or persons signing the Proposal must be legally authorized by the Respondent to do so (Refer Section 4). A list of those person(s) authorized to negotiate on your behalf must be submitted along with the Proposal
- All prices must be quoted in South African Rands
- TRANSNET reserves the right to undertake post-tender negotiations with the preferred Respondent or any number of short-listed Respondents

NB: Unless otherwise expressly stated, all Proposals furnished pursuant to this Request shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated. TRANSNET reserves the right to reject any or all offers.

**FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS
MAY RESULT IN THE PROPOSAL BEING REJECTED.**

13. DISCLAIMERS

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

- modify the RFQ's Goods or Services and request Respondents to re-bid on any changes
- reject any Proposal which does not conform to instructions and specifications which are detailed herein
- disqualify Proposals submitted after the stated submission deadline
- not necessarily accept the lowest priced Proposal
- reject all Proposals, if it so decides
- award a contract in connection with this Proposal at any time after the RFQ's closing date
- award only a portion of the proposed Goods or Services which are reflected in the scope of this RFQ
- split the award of the contract between more than one Supplier
- make no award of a contract

Kindly note that TRANSNET will not reimburse any Respondent for any preparation costs or other work performed in connection with this 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 TRANSNET's Legal Counsel.

NAME OF RESPONDENT :

PHYSICAL ADDRESS:

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

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



SECTION 2

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER CRAC- EFQ-07318

UPGRADING OF TURNOUTS YARDS AND SCREENING BY HAND

REQUISITION FOR QUOTATION

SUPPLY CHAIN SERVICES
Contact :Sandiswa
Tel: (011) 570-7125

MESSRS:

.....

.....

.....

Tel (011)
Fax (011)

ISSUE DATE **28/03/2011**

CLOSING DATE **12/04/2011 (10h00)**

Prices in South African currency, including all costs.			
Direct to consignees			
ITEM NO:	DESCRIPTION		Price
1	UPGRADING OF TURNOUTS YARDS AND SCREENING BY HAND AT SPRINGS, SENTRARAND, WELGEDAG, BRAKPAN, HAWEKLIP, GEDULD YARDS, COWLESDAM		
Total price for the project			
2.Prices must be V.A.T. exclusive			
3. Direct delivered to:	Transnet Freight Rail (ISANDO)		
4.Contact person:	Sandiswa Ngewangu 011 570 7125		

5. COMPULSORY 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

SIGNATURE OF TENDERER: _____ **Date:** _____



6. FRAUD HOTLINE

Transnet strives to be fair, equitable and just in all its dealings with tenderers. As such we encourage all tenderers to report any practice, activity or information that they are aware of or become aware of which may result in any perception of or actual fraud being committed against or in the name of Transnet. The hotline details are:-

Hotline telephone: 0800 003 056

Email: transnet@tip-offs.com

Fax: 0800 007 788

All information received will be treated with the utmost confidentiality

7. BUSINESS ADJUDICATION CRITERIA:

7.1."Order winning criteria"

7.1.1.Total Price for the service

7.1.2. References / previous performance record

7.1.3 Payment condition

7.2."Technical"

7.2.1.Compliance to specification

7.2.2. Technical capacity

7.2.3. Provide certified copy for occupational injuries Act 130 of 193

7.2.4. Act 85 of 1993

7.3."BBBEE"

7.3.1.Provide BBBEE level Certification

SIGNATURE OF TENDERER: _____

Date: _____



COMPANY INFORMATION

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

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

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

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SIGNATURE OF TENDERER:

Date: _____



SECTION 3

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER CRAC- EFQ-07318

UPGRADING OF TURNOUTS YARDS AND SCREENING BY HAND

COMPULSORY information meeting will be held at the following venue:

Venue : 6th Floor Boardroom
ISANDO DEPOT
Time : **10h00**
Date : **04 APRIL 2011**

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

8.1. ATTENDANCE CERTIFICATE

This is to certify that.....

Representative/s of

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

.....
.....
TRANSNET’S REPRESENTATIVE TENDERER’S REPRESENTATIVE

DATE :

Person you contact on site is Uviwe [083 303 0711](tel:0833030711)

VERY IMPORTANT

ANY TENDERER NOT ATTENDING THE INFORMATION MEETING WILL AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDING PROCESS

SIGNATURE OF TENDERER: _____ **Date:** _____



SECTION 4

RFQ NUMBER CRAC- EFQ-07318

UPGRADING OF TURNOUTS YARDS AND SCREENING BY HAND

TRANSNET LIMITED
(REGISTRATION No 90/0090/06)
TRADING AS TRANSNET FREIGHT RAIL

PROJECT SPECIFICATION **UPGRADING OF TURNOUTS IN YARDS AND SCREENING BY HAND.**

1.0 Scope of the works

1.1 This contract covers the upgrading of turnouts and screening by hand on railway track inclusive of all other associated work on lines owned and maintained by Transnet Freight Rail under jurisdiction of the Depot Engineer, Isando East. The contract area will include lines in Springs, Sentrarrand, Welgedag, Brakpan, Haweklip, Geduld Yards and Cowlesdam, the Contractor will be required to work on site at any place within the area specified.

2.0 The work includes

- 2.1.1 Upgrading of 1:9 and 1:12 turnouts.
- 2.1.2 Replacement of rail-to-rail and rail-to-sleeper fastenings
- 2.1.3 Replacing wooden sleepers or concrete sleepers.
- 2.1.4 Replacing of turnout sleepers
- 2.1.5 Screening of ballast by hand and all associated work.
- 2.1.6 Painting of tumblers and clearance marks.
- 2.1.7 Cleaning and digging of channel drains
- 2.1.8 All supervision and labour, tools and equipment unless otherwise specified, required for carrying out the work.
- 2.1.9 Any work arising out of or incidental to the above or required of the Contractor for the proper completion of the contract in accordance with the true meaning and intent of the contract documents.

3.0 Work not included

- 3.1.1 Welding work.
- 3.1.2 All work on mainlines.

4.0 Specific requirements



4.1.1 It is a specific condition of this contract that work specified above be done by utilizing Transnet approved means and processes.

4.1.2 As per Clause 5.1 of the E5 (MW) (Nov 1996) the risk to production associated with normal weather (rain, high or low rail temperature) shall be with the contractor. In the event of abnormal climatic conditions prevailing over a period of time inside the Contract Period thereby effecting the Contractors production negatively, Transnet will consider a claim if submitted by the Contractor. The onus of proof shall be upon the Contractor.

5.0 Definitions

For the purposes of this contract the definitions in terms of clause 1 of the General Conditions of Contract E.5 (M.W.) (November 1996) shall be amplified as follows: -

5.1.1 *Project Manager*: The person or juristic person appointed by Transnet from time to time as the Project Manager, to administer the contract.

5.1.2 *Technical Officer (TO)*: Any person appointed by the Project Manager to deputise for him in supervising and carrying out the contract.

5.2 *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 Contractor will determine the starting times in consultation with the T.O. These times may vary to suit seasonal changes or train timetables.

5.3 *Working time*: The time between the actual start and end times of an occupation.

5.4 *Overtime*:

- Shifts worked in excess of Normal Working Hours (clause 5.3)

5.5 *Normal Shift Working (not exceeding Normal Working Hours)*:

- Shifts (8.0 hours) worked on Saturdays up to Normal Working Hours (clause 5.3)
- Shifts (8.0 hours) worked on Sundays up to Normal Working Hours (clause 5.3)
- Shifts (8.0 hours) worked on Public Paid Holidays up to Normal Working Hours (clause 5.3)

5.6 *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 requirements.

5.7 *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.

6.0 Priority and order of work

6.1 Commencement and Duration of Contract

6.1.1 Starting date.

- The Contractor shall start work on 01 March 2011 or as soon as possible



afterwards. The Contractor must state in his tender what the earliest possible commencement date will be.

6.1.2 Duration of contract

- The contract will commence and continue for a period of 3 months.

6.1.3 Schedule and program of work.

- The Contractor shall commence work according to a work schedule that will be provided after award of the contract. The will be provisional and may change as required by the T.O.

6.2 Production rate.

6.2.1 When replacing concrete or wooden sleepers the contractor shall be required to replace minimum of 50 sleepers per day on average and checked on a monthly basis.

6.2.2 When upgrading 1:12 turnouts, the contractor shall be required to upgrade a minimum of 1 turnouts complete per every 2 days on average and checked on a monthly basis

6.3 Penalties

6.3.1 If the contractor fails to complete the work by the agreed date of completion, a penalty of R 2000 per day will be paid for each day worked past the contract duration.

6.4 Track under construction.

6.4.1 The operation shall furthermore be programmed to allow, the train to travel at 30km/h over the total length of track already worked on and not finally handed over.

7.0 Detail of work required

7.1 Order of Work

The order of operations is left to the Contractor with the provision that: -

7.1.1 Transnet Freight Rail will supply all fastenings and fishplate joint material that may be required.

7.1.2 Any Perway material off-loaded in the section before, or left in the section after any shift shall be adequately secured to prevent unauthorised persons tampering with the material. Any material lost whilst lying in the section, shall be replaced by the Contractor at his own cost. Both the T.O. and the Contractor's representative shall make an audit of this material after the end of every shift, and again before the commencement of the following shift.



7.2 Preparation of track for upgrading of turnouts.

7.2.1 The Contractor shall provide all resources and labour to do all preparations on the track on which work is required.

7.3 Upgrading of Turnouts

Upgrading of turnouts shall include the following activities.

7.3.1 Screening of turnout to the required depth below the sleeper, to a maximum depth of 400 mm from the bottom of the sleeper.

7.3.2 Replacing of all rail-to-rail and rail-to-sleeper fastenings

7.3.3 Lifting and tamping of the turnout. This must be tamped to a "B" standard

7.3.4 Repairing of track gauge to a "B" standard.

7.3.5 Correcting the horizontal alignment of the turnout.

7.3.6 Oiling and greasing of all rail-to-rail fastenings inclusive of fish plates.

7.3.7 The coal or soil must be removed completely from the rail web.

7.4 Sleeper replacement and associated works

7.4.1 The Contractor shall provide all resources and labour to do all preparations on the track on which work is required.

7.4.2 On all sleeper types the Contractor shall box out ballast sufficiently to remove the sleeper. Ballast shall be boxed in again and the ballast profile reinstated to a proper profile as required by the T.O, after sleeper replacement is completed. The ballast must be tamped with a poinjar or the equivalent to remove slack and reinstate the track to 'A' standard. No more than the length of track associated with two day's work shall be boxed out at any one time.

7.4.3 The Contractor shall inspect each section to be worked on and advise the T.O. timeously of any problems the could hinder the production and affect the work to be done,

7.4.4 The Contractor shall provide resources and perform all other preparatory work necessary to allow work to proceed in a safe and efficient manner.

7.4.5 The Contractor must re-tamp the track where sleepers were replaced after 3 days i.e. after consolidation, to re align it. The track will only be given back to Transnet in 'A' standard.

7.5 Replacing of Fastenings



- 7.5.1 Preparation of track for rail-to-sleeper fastening replacement
- 7.5.2 The Contractor shall provide all resources and labour to do all preparations on the track on which work is required.
- 7.5.3 On Fist sleepers the Contractor shall box out ballast sufficiently to undo the Fist fastenings. On Pandrol sleepers penetrating fluid must be sprayed on the fastenings to allow easy removal of the springs that have rusted. This must be done at least two weeks in advance.
- 7.5.4 Ballast shall be boxed in again and the ballast profile reinstated as before, after all work is completed. No more than the length of track associated with two day's work shall be boxed out at any one time.
- 7.5.5 The Contractor shall inspect each section where fastenings will be replaced to do proper preparation work before commencing with the works.
- 7.5.6 The Contractor shall provide resources and perform all other preparatory work necessary to allow the replacement process to proceed in a safe and efficient manner.
- 7.5.7 No separate payment shall be made for this and the costs thereof shall be deemed to be included in the rates tendered.
- 7.5.8 No damage to the material while replacing fastenings is allowed. If it is in the view of the T.O. that the Contractor was negligent and did not take enough precaution to prevent damage to Transnet property, the material and replacing of such material will be at the Contractor's cost.

7.6 Offloading and distribution of Ballast

- 7.6.1 On Fist type sleepers the Contractor shall box out the ballast sufficiently to be able to undo rail-to-sleeper fastenings.
- 7.6.2 On Pandrol type sleepers the Contractor shall remove excess ballast from sleepers or rail foot sufficiently to be able to undo rail-to-sleeper fastenings.
- 7.6.3 After working, all available ballast shall be boxed-in and regulated to the ballast profile as before.

8.0 Quality Control on Turnouts.

- 8.1 At all the turnouts the items to be repaired shall be indicated by the T.O or his deputy.
- 8.2 The condition of the track after completion of a days work will be so as to allow for the safe passage of trains until work for the following day will commence. No extra time will be allowed on a normal occupation. The Contractor will pay penalties, as described in TERMS APPLICABLE, for the track not being available after normal occupation has ended.
- 8.3 The track must be built to at least a "B" standard.



9.0 Safety

- 9.1 The Contractor shall comply with requirements of safety legislation and regulations in all respects.
- 9.2 Security for all of the Contractor's staff, vehicles, Machinery, equipment and materials shall remain the responsibility of the Contractor. The Contractor may use station yards and Transnet Freight Rail premises from time to time but the responsibility and cost to provide such 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 in this regard shall entertain no claim whatsoever.
- 9.3 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:
 - 9.3.1 Safety procedures for staff when working on double line sections.
 - 9.3.2 Safe working procedure for all aspects of the operation, inclusive of all moving of Machinery.
- 9.4 The method of work shall be such that at all times it shall comply with Transnet Specification E7/1.
- 9.5 Normal protection measures in accordance with the Transnet Protection Manual shall apply.
- 9.6 All protection arrangements shall at all times remain under the supervision and responsibility of a Transnet Freight Rail track master or track inspector.
- 9.7 The Contractor shall supply his own flagmen for the protection process. Transnet Freight Rail shall train a maximum of 8 flagmen at no cost to the Contractor, and the Contractor must indicate the number of flagmen to be trained in his tender. All additional training of flagmen shall be for the Contractor's own account.
- 9.8 The Contractor shall appoint a person at every work site whose sole task shall be to be on the lookout for approaching rail traffic. This employee shall operate an audible warning device to timeously warn all people on the work site of approaching rail traffic. See clause 9.10 for Safety Procedure.
- 9.9 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.
- 9.10 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.



9.11 No separate payment shall be made for this and the costs hereof will be deemed to be included in the rates tendered.

10.0 Training

10.1 General.

- The Contractor shall ensure that all staff working on or with the contract are adequately trained, so as to comply with any relevant safety and quality requirements.
- It is the Contractor's responsibility to ensure that his staff is trained. At the commencement of the contract, Transnet shall assist the contractor with the initial on-the-job training for the staff as specified below, so as to assist the Contractor to qualify the worker's / staff

10.2 Training of Flagmen:

10.2.1 *Flagmen* used, may be either Transnet employees or employees of the Contractor.

10.2.2 Where flagmen are required to be provided by the contractor, the appropriate training for the flagmen can be provided by Transnet at the start of the contract.

10.2.3 Where Transnet requires flagmen to be trained, the pre-requisites for such persons to qualify for training shall be basic literacy skills and Basic English language ability.

10.2.4 *Flagmen* must be officially trained, evaluated and certified competent, (Spoornet 407 – Item Number 37/270451 - "Certificate of Competency") by a designated competent person, before being used on protection duties. This certificate of competency shall remain valid for one (1) year only after, which re-testing and re-certification of competency will be required.

10.2.5 In cases where a person was not performing flagmen duties for a period of 6 months or longer, he must be re-tested and again be re-certified competent, before he may be re-used for Protection Duties.

10.2.6 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.

10.2.7 The Project Manager is therefore also responsible for ensuring that any changes in the Protection Procedures that may occur over time are effectively communicated to any flagmen prior to them being used for Protection Duties



11.0 Financial

11.1 Proportional rate payment.

11.1.1 If the Contractor does not meet the minimum production rate (clause 6.1), Transnet reserves the right to either reduce payments on a proportional rate basis on all production related rates in accordance with the actual production rate or to cancel the contract with immediate effect.

11.2 Value Added Tax.

11.2.1 The tendered rates in the schedule of quantities and prices must exclude VAT. VAT will be calculated and added to the total of the monthly payment.

11.3 Security Deposits and Retention Money.

11.3.1 No Security deposits required. A 10% retention money will be recovered on each and every certificate throughout the duration of the contract. These moneys will be released with the certificate of completion.

N.B: Only when the completion certificate has been handed over to Transnet Freight Rail

11.4 Site Establishment.

11.4.1 Only one (1) payment shall be made for the establishment of site. Any re-establishment within the depot area will not be paid for. No other payments will be made for Preliminary, General and Site Establishment.

11.5 Schedule of Quantities and Prices.

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

12.0 Camp and office, site conditions and requirements

12.1 Offices, Workshops and Campsites

12.1.1 Sites will be made available within the railway reserve areas for site offices, field workshops and camping by the contractor's staff. The Contractor shall allow for making his own arrangements for 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 T.O.



12.1.2 Railway trucks may be supplied to the Contractor free of charge for the duration of the Contract. Limited modifications to the trucks at the contractor's cost will be allowed. These modifications shall be removed and the trucks reinstated to its original layout at the cost of the contractor on completion of the contract.

12.2 Access to Work site, office, workshops and camps

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

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

12.2.3 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.

12.3 Site Books

In addition to clause 13.3 of the E.5 (M.W.) (November 1996) the Contractor shall record in the site diary: -

12.3.1 Planned Occupation times and Actual Working times - including all time lost attributable to Transnet Freight Rail

12.3.2 Details of performance and operational availability of the Machinery.

12.3.3 An accurate record of all material truck numbers (received and dispatched), material received, issued, installed in track, and released from track or material 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 onto site, on site and removal from site.

12.3.4 Details of plant, machinery and labour on site shall be recorded signed by the Contractor's representative and countersigned by the Transnet Freight Rail representative on a daily based. Insofar as machinery is concerned this shall include model, type, number. Insofar as labour is concerned it shall include grade and number.

12.3.5 A Site Instruction book must be available on site at all times for the use of the T.O. and the Contractor.

12.4 Site Meetings

12.4.1 The Contractor shall attend meetings at dates and times convened by the T.O. (normally once a week). Such meetings shall be for the purpose of discussing actual progress versus initial programme, delays, materials, conditions and specifications, etc. The meeting will be held under the chairmanship of the T.O. and the proceedings will be minuted on the site instruction book.



12.5 Danger of Contact with Electrical Conductors

- 12.5.1 The majority of the work will take place under or adjacent to electrified lines. Campsites, offices and workshops facilities within the railway reserve will generally be in close proximity of live electrical equipment.
- 12.5.2 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).
- 12.5.3 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 are affected by the works and he shall ensure that all precautionary measures laid down in the E7/1 (July 1998), and by the Electrical Officer (Contracts) are strictly observed.

12.6 Services

- 12.6.1 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 T.O. immediately and make arrangements for the removal thereof as specified in clause 5 of the E 5 (M.W.) (November 1996).

13.0 Occupations

13.1 The T.O. will realistically arrange in between trains occupations. These will guarantee a minimum 5 hours of time available on track.

13.2 The Contractor shall however allow that: -

- 13.2.1 Before the end of any shift the commencement time (\pm 1 hour) and duration of the following occupation will be advised in writing.
- 13.2.2 Any adjacent track will run normal train services at normal section speed. The Contractor will be required to apply his Safety Procedure in order to safeguard his employees against the danger of normal rail traffic passing close by on the adjacent line.

14.0 To be supplied by the Contractor

14.1 Except where otherwise specified, the Contractor shall at his own cost provide all labour, transport, consumable stores, (including fuel) plant, pan pullers, fist fastening tools, other tools and equipment, services, materials and ingredients of every description required for the carrying out and completion of his contractual obligations and to the satisfaction of the T.O.

This shall specifically include:

14.2 Safety Procedures.



14.2.1 Complete Safety procedures as per clause 4.7.

14.3 Flagmen.

14.3.1 A minimum of 3 Flagmen for the protection of the work site.

14.4 Machine and Labour schedules.

14.4.1 The Contractor in his tender shall supply accurate and comprehensive details of all staff and Machinery, which will be available on site for the welding and upgrading of turnouts operation.

15.0 To be supplied by Transnet Freight Rail

15.1 Transnet Freight Rail will supply all permanent way materials i.e. sleepers and fastenings for the execution of the works. It will be available at Sentrarend and Delmas materials store.

15.2 Care of material Supplied by Transnet Freight Rail

15.2.1 Additional to Clause 11.5 of the E.5 (M.W.) (November 1996), should lost material be replaced by Transnet Freight Rail, the value of the material plus the cost of transport, including railage at the normal tariffs applicable to the public, will be deducted from any moneys payable to the Contractor.

16.0 Rain and adverse weather conditions

16.1 The Contractor shall allow in his tender that weather conditions may adversely affect his rate of progress and plan his progress as well as plant and labour capacity accordingly.

16.2 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.

17.0 Supporting documents

17.1 The following specifications and documents shall, inter-alia, form part of this Specification:

17.1.1 General Conditions of Contract E5 (MW) (November 1996)

17.1.2 Spoornet's Manual for Track Maintenance (2000)

17.1.3 Specification for Railway Trackwork E10 (1996)

17.1.4 Spoornet's Safety Guidelines for Infrastructure (April 2000)

17.1.5 Specification for works on, over, under or adjacent to railway lines and near high voltage equipment E7/1(July 1998)

17.1.6 Act 85 of 1993



18.0 Precedence of contract documents

18.1 In the event of any discrepancy or inconsistency between contract documents, the order of precedence shall be.

18.1.1 Contractor's letter accompanying his tender and subsequent correspondence.

18.1.2 Project specification together with particular drawings.

18.1.3 E.5 (M.W.) (November 1996) General Conditions of Contract for Maintenance of Assets.

18.1.4 Standard or type drawings.

18.1.5 Standard specifications, i.e., E7/1 (July 1998), E4E (April 1997) and E10 Specification for Trackwork, Manual for Track Maintenance (2000) referred to as MTM (2000), Spornet Specification for Welding (SSS), Spornet Safety Guidelines for Infrastructure.

19.0 Measurement and payment

19.1 ITEM 1: A Site Establishment will be paid only once the contractor establishes his operation in a new yard.

19.1.1 Site Establishment shall not be paid for unless pre-approved by the T.O.

19.1.2 This Site Establishment payment shall be independent of whether the Contractor uses the free on-rail facility or moved his operation by road.

19.1.3 No separate payment shall be made if the Contractor chooses to move his operation by road instead of by rail.

19.1.4 This payment shall be an all-inclusive payment for all costs incurred by the Contractor associated with the establishment of his operation in the depot area.

19.2 ITEM 2: Payment shall be made for upgrading of turnouts. This will be done according to the size of the turnout.

19.2.1 ITEM 2.1: Payment shall be made for upgrading of 1:9 turnouts

19.2.2 The payment for the upgrading of a turnout will be deemed to include all the items listed under the description of turnout upgrading.

19.2.3 Lifting and tamping of the turnout after consolidation to achieve the required standard will be deemed to be included in the rate tendered.

19.3 ITEM 3: Payment for the replacement of open track and turnout sleepers.



19.3.1 ITEM 3.2: Payment shall be made for the replacement of broken/damaged Fist (F2/F3/F4/FY) and Pandrol (P1/P2/PY) sleepers on the open track.

19.3.2 ITEM 3.3: Payment shall be made for the replacement of timber sleepers on the open track in the yards.

19.3.3 Payment will include the replacing of fastenings, cleaning of the rail seat and oiling of chairs and all associated work.

19.3.4 Sleepers transported within a 50 metre radius within the work site will be deemed to be included in the rate tendered.

19.3.5 Stacking up of the removed sleepers shall be deemed to be included in the rate.

19.4 ITEM 4: Payment shall be made against this item for the replacement of Fist fastenings

19.4.1 The boxing in and out of ballast before and after the replacement of fastenings will be deemed to be included in the rates tendered.

19.4.2 The payment shall include the cleaning of the rail seat before placement of the new pads. It shall also include for the off-loading and distribution of new fastenings as well as putting old springs into bundles and placing old pads into bags before delivering to the nearest yard.

19.5 ITEM 5: Payment shall be made against this item for the replacement of all Pandrol fastenings.

19.5.1 The boxing in and out of ballast before and after the replacement of fastenings will be deemed to be included in the rates tendered.

19.5.2 The payment shall include the cleaning of the rail seat before placement of the new pads. It shall also include for the off-loading and distribution of new fastenings as well as putting old springs into bundles and placing old pads into bags before delivering to the nearest yard.

19.6 ITEM 6: Payment for the screening of open track sections shall be paid for under this item.

19.6.1 Screening of track will be independent from the replacement of sleepers.

19.6.2 Screening of work will be paid differently depending on the depth below sleeper screened by the contractor. The depths are measured from the bottom of the sleeper.

19.6.3 Screening is required to be a minimum of 2 metres either side of the centre line of the track.

19.7 ITEM 7: Payment shall be made for the boxing out of ballast and boxing in of excess ballast on Fist and Pandrol sleepers, paid for per sleeper boxed out and in again.



19.7.1 Payment shall also be made against the relevant rate under ITEM 7.1 for boxing in of ballast and trimming the ballast profile as per Contract Specification on sections where excess ballast is available.

19.7.2 This rate shall apply where excess ballast was already available before the start of the work under the Contract.

19.7.3 ITEM 7.2: Offloading of ballast wagons

19.7.4 Payment shall be made for the offloading of ballast wagons and boxing in the ballast offloaded from wagons afterwards.

19.7.5 No payment for this work shall be made unless prior approval has been given by the T.O.

19.8 ITEM 8: Payment for excavating of channel drains will be made against this Item.

19.8.1 The minimum depth and width of channel drains shall be 350 mm and 500 mm respectively before payment is considered.

19.9 ITEM 9: All painting work will be paid for against this item

19.9.1 ITEM 9.1: The painting of all tumblers will be paid against this item.

19.9.2 ITEM 9.2: The painting of all clearance markers will be paid against this item

19.10 ITEM 10: Payment shall be made separate for material transported under ITEM 10.1 and 10.2 of Schedule of Quantities.

19.10.1 Transporting of material by trolley on the track to a work site shall be paid against ITEM 10.1. Each trip shall be

19.10.2 Transporting of new sleepers, fastenings and all other material to the work site, by a 7 ton truck will be paid against ITEM 10.2.

19.11 ITEM 11 Payment per operation-hour for standing time will be made if Transnet Freight Rail is not able to provide the guaranteed amount of occupation time.

19.12 ITEM 12: Overtime shall only be worked in exceptional cases.

19.12.1 Overtime shall not be paid unless the T.O. prior to the Overtime being worked has given written approval after consultation with the Project Manager.

19.12.2 The rates for Overtime shall be inclusive for the yard maintenance operation as a whole.



19.13 ITEM 13: Normal Shift Allowance (not exceeding Normal Working Hours) will be paid for one shift of 8.0 hours worked in accordance with Normal Shift Working. See clause 5.6.

19.13.1 The rates for Normal Shift Working (not exceeding Normal Working Hours) shall be inclusive for the yard maintenance operation as a whole.

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SECTION 5

RFQ NUMBER CRAC- EFQ-07318

UPGRADING OF TURNOUTS YARDS AND SCREENING BY HAND

**TRANSNET LIMITED
(REGISTRATION NUMBER. 90/00900/06)
TRADING AS TRANSNET FREIGHT RAIL**

25-Mar-11

Upgrading of turnouts in yards

Schedule of Quantities

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
1.00	Site establishment	Sum	1		
2.00	Upgrading of turnouts				
2.1	Upgrading of 1:9 turnouts	Each	15		
3.00	Replacement of sleepers				
3.1	Replacement of turnout sleepers	Each	525		
3.3	Replacement of timber sleepers with concrete sleepers	Each	4000		
4.00	Fist fastenings				
4.1	F4/FY fastenings	Eqv sleeper	Rate only		
4.2	Replace spring	Each	Rate only		
4.3	Replace pin	Each	Rate only		
4.4	Replace pad	Each	Rate only		
5.00	Pandrol fastenings				
5.1	P2/PY fastenings	Eqv sleeper	Rate only		
5.2	Replace spring	Each	Rate only		
5.3	Replace insulator (T piece)	Each	Rate only		
5.4	Replace pad	Each	Rate only		
6.00	Screening of open track				
6.1	Depth < 300mm	Metre	210		
6.2	Depth between 300mm and 400mm	Metre	100		
7.00	Ballast work				
7.1	Boxing in and out of excess ballast	Eqv sleeper	Rate only		



7.2	Offloading of ballast wagons	Per wagon	Rate only		
8.00	Channel drains	Metre	500		
9.00	Paint work				
9.1	Painting of tumblers	Each	Rate only		
9.2	Painting of clearance markers	Each	Rate only		
10.00	Transportation of material				
10.1	Trolley of material	Eqv Trip	Rate only		
10.2	Load-Transport-Off load material	Kilometre	Rate only		
11.00	Standing Time (clause 5.6)	Operation Hour	Rate Only		
12.00	Overtime (clause 5.7)				
13.1	Overtime Weekdays-Normal Overtime	Operation Hour	Rate Only		
13.2	Overtime Saturdays-Saturday time	Operation Hour	Rate Only		
13.3	Overtime Sundays and Public Holidays-Sunday time	Operation Hour	Rate Only		
13.00	Normal Shift Allowance (not exceeding NWH - clause 5.8)				
13.1	Normal Shift Allowance-Saturdays	Operation Shift	Rate Only		
13.2	Normal Shift Allowance-Sundays and Public Holidays	Operation Shift	Rate Only		
NOTE: The quantities given are estimated and are included for the sole purpose of evaluating the tender amount. These quantities may be altered, if necessary, at the sole discretion of the Project Manager.					
TOTAL FOR SCHEDULE OF QUANTITIES					
ADD 14 % VAT					
TOTAL FOR TENDER					

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SECTION 6

RFQ NUMBER CRAC- EFQ-07318

UPGRADING OF TURNOUTS YARDS AND SCREENING BY HAND

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

	Returnable Schedules / Documents	YES/NO/N/A
1	Certificate Of Authority For Joint Ventures (Where Applicable)	x
2	Schedule of the Tenderers Experience	x
3	Certificate of Attendance at Clarification Meeting	X
4	Labour Payment Schedule	X
5	Supplier Declaration form (version2)	X
6	Letter of Good Standing with the Compensation Commissioner	x
7	Original / Certified 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

SIGNATURE OF TENDERER: _____ **Date:** _____



SECTION 7

RFQ NUMBER CRAC- EFQ-07318

UPGRADING OF TURNOUTS YARDS AND SCREENING BY HAND

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.

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

Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Bank Account Number			
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)		< R5 Million		R5-35 million		> R35 million	
Does Your Company Provide		Products		Services		Both	
Area Of Delivery		National		Provincial		Local	
Is Your Company A Public Or Private Entity				Public		Private	
Does Your Company Have A Tax Directive Or IRP30 Certificate				Yes		No	
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							
BEE Ownership Details							
% Black Ownership		% Black women ownership		% Disabled person/s ownership			
Does your company have a BEE certificate			Yes	No			
What is your broad based BEE status (Level 1 to 9 / Unknown)							
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 / Organization							
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	>R0.3m <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	CITI-ZENSHIP	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 personnel? *					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2	Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) 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 Database for 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		Unblock		Once-Off / Emergency			
Extend		Delete		Undele							

Supplier's trading name											
Supplier's registered name											
Please indicate if the Supplier has a contract with sourcing Transnet OD	Yes		No								
If yes please submit a copy of the letter of award											

a) What is being procured from the supplier?

i. Products only	Yes		No	
ii. Services only	Yes		No	
iii. Labour only	Yes		No	
iv. Mix of services and products	Yes		No	
v. Mix of services and labour	Yes		No	

b) If your answer is **YES** to questions II, III, IV or V in paragraph a) above, please indicate whether the relevant **PAYE questionnaires** have been forwarded to the appropriate **Transnet Operational Divisions'** decision making bodies / **Strategic Supply Management** team for a directive /decision on tax withholding from payments to this supplier.

Yes		No	
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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 BEE Status)

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



SECTION 8
RFQ NUMBER CRAC- EFQ-07318

UPGRADING OF TURNOUTS YARDS AND SCREENING BY HAND

GENERAL TENDER CONDITIONS OF CONTRACT (CSS5 – SERVICES)

Refer Document attached hereto

“PREVIEW COPY ONLY”



SECTION 9

RFQ NUMBER CRAC- EFQ-07318

UPGRADING OF TURNOUTS YARDS AND SCREENING BY HAND

STANDARD TERMS AND CONDITIONS OF CONTRACT (US7 – SERVICES)

Refer Document attached hereto

“PREVIEW COPY ONLY”



SECTION 10

RFQ NUMBER CRAC- EFQ-07318

UPGRADING OF TURNOUTS YARDS AND SCREENING BY HAND

NON DISCLOSURE AGREEMENT

Refer Document attached hereto

“PREVIEW COPY ONLY”



SECTION 11

RFQ NUMBER CRAC- EFQ-07318

UPGRADING OF TURNOUTS YARDS AND SCREENING BY HAND

SUPPLIER CODE OF CONDUCT

Refer Document attached hereto

“PREVIEW COPY ONLY”

Suppliers Code of Conduct

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

These are:

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

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

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

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

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

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





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

Employees may not receive anything that is calculated to:

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

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

Transnet is firmly committed to free and competitive enterprise.

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

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

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



"PREVIEW COPY ONLY"

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**