



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

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER: CRAC-JHB-8368

**SUPPLY & INSTALL RADIO AND TELEMETRY EQUIPMENT TO REPEAT
FLASHLIGHT INDICATIONS REQUIRED AT MAGALIESBURG AND BOSKOP.**

ISSUE DATE : 21 FEBRUARY 2012
BRIEFING SESSION : 29 FEBRUARY 2012
TIME : 10H00
CLOSING DATE : 6 MARCH 2012
CLOSING TIME : 10H00 A.M
OPTION DATE : 30 APRIL 2012
VENUE : CTC BUILDING, GOLDEN,
HIGHWAY STREET,
KLERKSDORP

**FOR DIRECTION & INFORMATION SESSION: CONTACT: KGOMOTSO
SEBE: 083 516 3888**

**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



RFQ NUMBER: CRAC-JHB-8368

**SUPPLY & INSTALL RADIO AND TELEMETRY EQUIPMENT TO REPEAT
FLASHLIGHT INDICATIONS REQUIRED AT MAGALIESBURG AND
BOSKOP.**

SCHEDULE OF DOCUMENTS

1. Notice to Bidders
2. Requisition for quotation
3. Scope of Work and General specification
4. Returnable Schedules / Documents
5. Information session certificate
6. Supplier Declaration Form
7. General Tender Conditions (CSS5 – Services)
8. Standard Terms and Conditions of Contract (US7 - Services)
9. Non-Disclosure Agreement
10. Addendum No. 1: to the E7/1 (July 1998).
For works on, over, under or adjacent to railway lines and near high
voltage equipment



SECTION 1

RFQ NUMBER: CRAC-JHB-8368

SUPPLY & INSTALL RADIO AND TELEMETRY EQUIPMENT TO REPEAT FLASHLIGHT INDICATIONS REQUIRED AT MAGALIESBURG AND BOSKOP.

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

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 **Tuesday, 21 February 2012** the RFQ documents may be inspected at, and are obtainable from the office of Transnet Tender Advice centre, Inyanda House 1, Ground Floor, 21 Wellington Road, Parktown, Johannesburg. **During office hours 08h00 to 15h00**. A non-refundable Quotation fee of **R150.00** (Inclusive of VAT) is applicable per quotation. Payment is to be made to Transnet Freight Rail, **Standard Bank Account number 203158598, Branch Code, 004805**. The deposit slip must reflect the RFQ number and the Company Name. Receipts to be presented prior to collection of the RFQ's. **RFQ documents to be collected until Tuesday, 28 February 2012 before 15h00**.
2. A **compulsory** information briefing session will be conducted at Transnet Freight Rail, CTC Building, Golden Highway Street, Klerksdorp, on 29 February 2012 at 10h00.
Contact Person: **KGOMOTSO SEBE: 083 516 3888**.

NOTE:

***** (Very Important) *****

- Respondents failing to attend the compulsory briefing session and site visit will be disqualified.
- Respondents without a valid RFQ document in their possession will not be allowed to attend the briefing session.
- The information briefing session will start punctually at 10h00 and Respondents arriving late will not be accommodated.
- Respondents to provide own Transportation, Beverages and Accommodation.
- Reflective Jackets and Safety Shoes to be worn when visiting the site.
- Respondents, who do not comply with all of the above, will be disqualified immediately on site.

No facsimile-, telegraphic-, or e-mail tenders/quotations will be accepted.

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

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

Name	:	Lindi Khambule
Division	:	Transnet Freight Rail, (SCS) Procurement
Email	:	Lindi.Khambule@transnet.net
Tel	:	(011) 584-0634



Tenders in duplicate must reach the Chairperson, TRANSNET Freight Rail Acquisition Council, before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

RFO No : CRAC-JHB-8368

Description: SUPPLY & INSTALL RADIO AND TELEMETRY EQUIPMENT TO REPEAT FLASHLIGHT INDICATIONS REQUIRED AT MAGALIESBURG AND BOSKOP.

Closing date and time : 6 MARCH 2012 AT 10H00

Closing address (refer options below)

DELIVERY INSTRUCTIONS FOR THIS RFQ:

1 If posted, the envelope must be addressed to the Chairperson, TRANSNET Freight Rail Acquisition Council, P.O. Box 4244, Johannesburg 2000 and must be dispatched in time for sorting by the Post Office to reach the Chairperson before the closing time of the RFQ. In the event of the late receipt of a Proposal, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.

2 If delivered by hand, the envelope is to be deposited in the TRANSNET tender box which is located at the main entrance, Inyanda House, 21 Wellington road, 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**

2. Please note that this RFQ closes punctually on **Tuesday ,6 March 2012 at 10h00.**
3. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
4. **NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED**
5. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.



6. 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.
7. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.
8. 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.

9. **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 BBBEE status (Certificate and Detailed Scorecard) and ensure that the documentation is valid at the date of Tender Submission as stipulated above to TRANSNET.

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

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

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

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

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



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

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



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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: _____

**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**

Preview Copy Only



SECTION 2

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER: CRAC-JHB-8368

SUPPLY & INSTALL RADIO AND TELEMETRY EQUIPMENT TO REPEAT FLASHLIGHT INDICATIONS REQUIRED AT MAGALIESBURG AND BOSKOP.

REQUISITION FOR QUOTATION

MESSRS:

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SUPPLY CHAIN SERVICES

Lindi Khambule
Tel: (011) 584-0634

Tel (011)
Fax (011)

ISSUE DATE 21-02-2012

CLOSING DATE 06-03-2012

Prices in South African currency, including all costs.

Direct to consignees

ITEM NO:	DESCRIPTION		Price
1	SUPPLY & INSTALL RADIO AND TELEMETRY EQUIPMENT TO REPEAT FLASHLIGHT INDICATIONS REQUIRED AT MAGALIESBURG AND BOSKOP.		
Total price for the project			
2.Prices must be V.A.T. exclusive			
3. Direct delivered to:	MAGALIESBURG AND BOSKOP.		
4.Contact person:	KGOMOTSO SEBE: 083 516 3888		

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

6. FRAUD HOTLINE

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

Hotline telephone: 0800 003 056

Email: transnet@tip-offs.com

Fax: 0800 007 788

All information received will be treated with the utmost confidentiality

7. BUSINESS ADJUDICATION CRITERIA:

7.1."Order winning criteria"

7.1.1.Competitive pricing

7.2."Technical"

7.2.1.Compliance to specification

7.2.2. "B-BBEE"

7.3.1.B-BBEE certificate and scorecard



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

Preview Copy Only



SECTION 3

RFQ NUMBER: CRAC-JHB-8368

SPECIFICATION

SUPPLY & INSTALL RADIO AND TELEMETRY EQUIPMENT TO REPEAT FLASHLIGHT INDICATIONS REQUIRED AT MAGALIESBURG AND BOSKOP.

Flashlight Repeat

Boskop flashlight's indications will have to be relayed to Potchefstroom ctc and Magaliesburg flashlight's indication to be relayed to waterfall ctc.

Boom station

Telemetry Equipment

Six port digital I/P:

- Mains failure
- Boom up indication
- Boom down indication
- Intruder alarm
- Radio communication failure
- Spare

Control Station

Telemetry Equipment

Six port dry contact O/P:

- Mains failure
- Boom up indication
- Boom down indication
- Intruder alarm
- Radio communication failure
- Spare

Radio specification

MUST BE ICASA TYPE APPROVED AND ACCEPTED BY Q/A (Lab)

Frequency band 450 - 470 Mhz

Receiver Max Usable Sensitivity: -110 dbm at one millionth BER
Bandwidth :12.5 khz

Transmitter



Carrier Power: 0.1 Watts to 5 Watts
Duty cycle: Continuous
O/P impedance: 50 Ohms
Channel spacing: 12.5 khz

DATA CHARACTERISTICS

Signalling Type: EIA/RS-232; DB 9 or DB 25 Female connector
Data interface Rates: 300 – 115200bps, asynchronous
Data Latency: 10ms Maximum

PRIMARY POWER

Voltage: 12V
Tx supply current: Not exceeding 4A @ 5 Watts RF Output
Rx Supply current: operational between 125mA and 200mA Nominal

ENVIROMENTAL

Humidity: 95% at 40 Degrees C (non condensing)
Temperature range: -10 to + 60 Degrees C

DIAGNOSTIC INTERFACE

Signalling standard: RS 232

Radio must be able to be programmed remotely as well as remote diagnostics must be run.

Radio communication must be continuous and be monitored. No communication failure indication must be triggered after a maximum of Four minute communication inconsistency.

Redundancy Operation.

12V18A/h battery backup with load shedding at 11.2V with automatic restore at mains restore.

If the equipment is running continuously from the battery, the hysteresis of the load shed circuitry must be ≥ 2.0 V. This will prevent the equipment being switched on and off unnecessary due to the battery voltage rising (normalising) after load shedding.

Engineering voice ability between two units.

- The contractor will complete a **Site Inspection Certificate** and forward it to the technical officer after an inspection.
- **Site diaries** must be kept and signed by **Contractor** and technical officer .
- **The Contractor will supply all the material and it's own personal protective equipment (PPE).**



- **The contractor is required to adhere to all Transnet's safety rules and regulations.**

Site Meetings:

The Contractor shall attend site meetings when convened by the Technical Officer. Such meetings will be for the purpose of discussing progress, delays, materials, conditions and the coordination of site activities. The meetings will be chaired by the Technical Officer and the proceedings shall be minuted and circulated by the Technical Officer.

The contractor shall attend ad hoc site meetings when convened by the Technical Officer. Such meetings will be for the purpose of discussing specific issues or problems relating to specifications and adherence thereto, quality conformance and contractual matters.

Site Facilities:

The establishment of a site is the responsibility of the successful tenderer and this must be provided for in the quotation. Housing of Contractor's staff on any Transnet property will not be permitted. The Contractor is to make his own arrangements for the distribution of electrical power for his own use on the site. Transnet will not be responsible for any claims whatsoever brought about by any disruption or fluctuations in the supply of any such electrical power to the Contractor.

Storage and distribution of material:

The Contractor may use Transnet storage, to the satisfaction of the Technical Officer. All material must, in addition, be stored or stacked in position that will not interfere with other work in progress in the area.

Sites for storage facilities on property of Transnet, if available, must be arranged in conjunction with the parties concerned. The Contractor will arrange with the Technical Officer who will advise as to where material may be stored.

The Contractor shall be responsible for off-loading all material, the storage and safe custody thereof and for the distribution on the Works.

SECURITY

- The Contractor shall be responsible for providing security on site for his personnel, plant and material. Deployment of security personnel shall be arranged in consultation with the Technical Officer subject to the applicable Transnet regulations.
- In terms of clause 12(1) (a) Annexure 1 of the SATS Legal Succession Act (Act No. 9 of 1989), a special permit is required by any person carrying a firearm on premises owned or controlled by Transnet or the South African Rail Commuter



Corporation. This permit must be obtained from Spoornet Asset Protection Services.

PAYMENT

Partial payment may be done at completion at end of each section and the outstanding balance after the completion of the project.

SAFETY REGULATIONS

High voltage electrical equipment

All works shall be carried out in terms of the E7/1 Specification.

The attention of the Contractor is drawn to the possibility of "live" electrical overhead wires or underground cables existing in the area covered by this contract and the danger of coming in contact with such wires or piercing underground electrical cable, during excavations.

When doing installations or working on existing signalling equipment in the vicinity of high voltage equipment, the Contractor must take the necessary precautionary measures to safeguard his personnel against injury. The Contractor must consider all equipment as "live", notwithstanding any safety measures introduced into the system to reduce induced stray voltages to a safe level.

All personnel under the control of the Contractor must be made aware of the danger of "live" electrical wires and cables as well as induced stray voltages from AC electrification into signalling cables and equipment before a commencement is made with the work.

During installation all safety measures prescribed by the Machinery And Occupational Health and Safety Act, 1993 associated with working on a project of this nature shall be adhered to and particular attention shall be given to the storage of flammable materials and the use of naked flames or other fire hazard operations.

Special care shall be exercised when welding or flame cutting operations occur and contractor are required to provide suitable fire fighting equipment at close hand to these operations.

For the application of the Occupational Health and Safety Act, 1993 the site and works shall be deemed to be under the Contractor's control for the duration of the contract and any subsequent maintenance period during which work is taking place. The Contractor shall be regarded as the employer and shall be responsible for ensuring that the requirements of the Act and the regulations are implemented on the work site.

Where referred to "Machinery and Occupational Safety Act 1983 (Act 6 of 1983)" in any specification or condition, forming part of this tender/contract, it must be replaced by "Occupational Health and Safety Act 1993 (Act 85 of 1993)".

The Contractor shall provide the necessary number of suitable first aid outfits, one set of outfits in the camp and one set of outfits at each working team. He shall maintain these outfits fully equipped at all times.



Occupations

Before the occupations start, the Contractor shall supply the Technical Officer with detailed plan of action that will be followed during the occupation/s, showing details of all departments involved.

Where the Contractor is required to undertake work involving the occupation of the track, dead orders or other interruption of Transnet, he must notify the Technical Officer, in writing, at least **four weeks** before such occupation is desired, of his requirements. The Contractor must also contact the Technical Officer the day before the date of such occupation to ascertain whether or not any alterations or cancellation has been necessitated by the exigencies of Transnet. Transnet reserves the right to cancel an authorised occupation or work permit at any time, even during the period of such occupation or work permit.

Where safety of trains is affected by the work in progress, Transnet will provide personnel to supervise the protection of trains. The Contractor must provide protection of his personnel where they would be subjected to the danger of passing trains.

The wearing of reflective clothing is compulsory while working on or near railway lines.

No red or green clothing shall be worn on or near railway lines.

Before disconnecting or working on any signalling apparatus which is connected to a working signalling system, local occupation must be taken of that particular gear. This is done by making a note in the trains register. When taking a local occupation, an entry must be made immediately below the last train movement. Details must be written across the book and must indicate the number of the points or signal that it is intended to disconnect or work on, the time, name and grade of the person taking occupation. The attention of the operator must be drawn to what is going to happen and he must endorse and initial the entry and so acknowledge that he is aware that certain signal gear will be worked on. At all times co-operation with the operating staff is essential. This is essential for safe working and for the quick completion of the works to be carried out. All safety precautions according to the train working regulations must be adhered to. When the work has been completed and tested to the satisfaction of the operator as well as the person doing the work, the train register must be filled in and signed and countersigned by the operator, so as to acknowledge that he is aware that the work has been completed.

Damages consequent to neglect on the part of the Contractor

The Contractor will be held responsible for costs incurred by Transnet as a result of failure on the part of the Contractor or his personnel, to observe the security regulations of Transnet regarding the entry of personnel into all buildings or equipment sites, and such costs will be decided by Transnet.

Repair costs due to damage to the Transnet property by the Contractor and/or his staff will be for the account of the Contractor.



General

The Contractor shall comply with all applicable legislation, regulations issued in terms thereof and Transnet's safety rules which shall be entirely at the Contractor's cost, and which shall be deemed to have been allowed for in the tendered rates and prices.

In accordance with the safety case between Transnet and the contractor, the Contractor shall, in particular, comply with the following Acts:

- 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.
- The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and Regulations issued in terms thereof or un-repealed regulations issued in terms of the former Act no. 6 of 1983, in their entirety. The Contractor is, in terms of section 37(2) of Act no. 85, deemed to be an employer in his own right with duties as prescribed in the said Act, and agrees to ensure that all work will be performed, and machinery and plant used, in accordance with the provisions of the said Act in respect of all persons in his employ, other persons on the premises or the site or place of the works or on the works to be executed by him and under his control in terms of the contract. According to section 37(2) (Act 85 of 1993) the agreements in this contract and all documents attached or referred to, form an integral part of the arrangements and procedures mentioned in the aforementioned section.
- The Explosives Act No. 26 of 1956 (as amended): The Contractor shall, when applicable, furnish the Technical Officer with copies of the permits authorising him or his employee to establish an explosives magazine on or near the site, and to undertake blasting operations in compliance with the Act.

In addition to compliance with clause 19.4.2 hereof, the Contractor shall report all accidents in writing to the Technical Officer. Any accident 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 accident shall be reported within 48 hours of its occurrence.

For the purpose of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and Regulations issued in terms thereof or un-repealed regulations issued in terms of the former Act no. 6 of 1983, the site/s, to be demarcated as agreed to between the Contractor and the Technical Officer before the works start, will be transferred to the control of the Contractor for the duration of the contract work at each station.

Registration of the site with the Occupational Health and Safety Act No. 85 of 1993 (Act 85 of 1993) must be done by the Contractor in consultation with the Project Manager or his authorised delegate on behalf of Transnet.

Should the contractor occupy a site under the control of Transnet, he shall not be responsible for the safe working method of Transnet. The representative appointed by Transnet from the Project Management Team on behalf of the Transnet shall nevertheless attend all site safety meetings called for in terms of this Act.

The representative must hand in copies of the minutes of these meetings to Transnet Projects.



These meetings will be monitored and should action be required the necessary steps will be taken to rectify the problems.

- Copies of the agreement between the Contractor as Employer and his employees as envisaged by Section 37(2) of the Occupational Health And Safety Act No. 85 of 1993. (Act 85 of 1993) must be supplied by the successful tenderer before work commences.
- The Contractor must provide a safety case as an agreement or promise by one party using or operating on the assets of the other party

All clauses in this contract pertaining to health and safety form an integral part of this contract and if not complied with may be construed as breach of contract entitling the Employer to the appropriate remedies.

Refer to Specification E.4E: Safety Arrangements and Procedural Compliance with the Occupational Health & Safety Act No 85 of 1993 bound into the tender document. Tenderers must allow in their tender rates and prices for adherence to the laid down procedure. Non-compliance with the procedure will be construed as a breach of contract.

The Contractor shall comply with the specification for Works on, over, under or adjacent to railway lines and near high voltage equipment -E7/1 (April 1991), if included in the contract. He shall also comply with all other safety rules, regulations and guidelines of Transnet applicable to the nature of Works carried out under the contract, and shall obtain the particulars thereof from the Technical Officer.

Approval of Material and Equipment:

The term 'approved ' as used in various specification ,means that the items so specified, or fully detailed specification thereof, shall be submitted to the technical officer for his approval before the such items are ordered or installed.



SECTION 4

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER: CRAC-JHB-8368

SUPPLY & INSTALL RADIO AND TELEMETRY EQUIPMENT TO REPEAT FLASHLIGHT INDICATIONS REQUIRED AT MAGALIESBURG AND BOSKOP.

Returnable documents

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

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



SECTION 5

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER: CRAC-JHB-8368

SUPPLY & INSTALL RADIO AND TELEMETRY EQUIPMENT TO REPEAT FLASHLIGHT INDICATIONS REQUIRED AT MAGALIESBURG AND BOSKOP.

8.1. ATTENDANCE CERTIFICATE

This is to certify that.....

Representative/s of

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

.....

TRANSNET’S REPRESENTATIVE TENDERER’S REPRESENTATIVE

DATE :.....

VERY IMPORTANT

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

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



SECTION 6

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER: CRAC-JHB-8368

SUPPLY & INSTALL RADIO AND TELEMETRY EQUIPMENT TO REPEAT FLASHLIGHT INDICATIONS REQUIRED AT MAGALIESBURG AND BOSKOP.

Supplier Declaration Form

Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

Transnet Vendor Management has received a request to load your company on to the Transnet vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the “Supplier Declaration Form” (**SDF**) on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company’s letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS member).

NB: *- Failure to submit the above documentation will delay the vendor creation process.
- Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.*

IMPORTANT NOTES:

- a) **If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company’s most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company AND/OR BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific



BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.

NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).

c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.

NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).

d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.

e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.

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

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 Authorized 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	<input type="checkbox"/>	NO	<input type="checkbox"/>

3.2	If Yes state its previous name:*	
Registered Name	<input type="text"/>	
Trading Name	<input type="text"/>	

3.3	Who were its previous owners / partners / directors?*	
SURNAME & INITIALS		ID NUMBERS
<input type="text"/>		<input type="text"/>
<input type="text"/>		<input type="text"/>
<input type="text"/>		<input type="text"/>

3.4	List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: *							
SURNAME & INITIALS	IDENTITY NUMBER	CITIZENSHIP	HDI	DIS - ABLED	GENDER	DATE OF OWNERSHIP	% OWNED	% VOTING
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>



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	COLOUR ED	INDIAN	OTHER	TOTAL
Permane nt						
Part Time						

4.1.1 In terms of above kindly provide numbers on women and disabled personnel? *

	BLACK	WHITE	COLOUR ED	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	<input type="text"/>	NO	<input type="text"/>

4.2.3	May the above mentioned information be shared and included in Transne Database for Future reference? *		
YES	<input type="text"/>	NO	<input type="text"/>

4.2.4	If you are successful in the tender/contract (where applicable) and this is awarded to your company /organization, will this have a positive impact on your employment plans? *		
YES	<input type="text"/>	NO	<input type="text"/>

4.2.5	If yes (above) kindly provide the following information:		
--------------	---	--	--

	BLACK	WHITE	COLOUR ED	INDIAN	OTHER	TOTAL
Permane	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Part Time	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

4.2.6	In terms of above kindly provide numbers on woman and disabled perso					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Disabled	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

4.2.7	Are any of your members/shareholders/directors ex employees of Transn		
YES	<input type="text"/>	NO	<input type="text"/>

4.2.8	Are any of your family members employees of Transnet?		
YES	<input type="text"/>	NO	<input type="text"/>

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
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>



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	
Creat		Amen		Block		Unblo		Once-Off / Emergency			
Exte		Delet		Undel							

Supplier's trading name _____

Supplier's registered _____

Please indicate if the Supplier has a contract with sourcing Transnet OD Yes No

If yes please submit a copy of the letter of award _____

a) What is being procured from the supplier?

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

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

Yes No

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

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

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

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

CHANGES TO BE EFFECTED ON THE VENDOR MASTER

Tel No: _____ Fax _____

Section 2: To be completed by the BEE Department (this section is for

NARROW BASED (NB)				BROADBASED (BBBEE)				
BEE O	BWB	DPB	MR	CONTB. LEVEL	EME: <R5m	QSE: >R5m <R35m	LARGE: >R35m	VALIDITY DATE

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



SECTION 7

RFQ NUMBER: CRAC-JHB-8368

**SUPPLY & INSTALL RADIO AND TELEMETRY EQUIPMENT TO REPEAT
FLASHLIGHT INDICATIONS REQUIRED AT MAGALIESBURG AND
BOSKOP.**

GENERAL TENDER CONDITIONS OF CONTRACT (CSS5 – SERVICES)

Refer Document attached hereto

Preview Copy Only



SECTION 8

RFQ NUMBER: CRAC-JHB-8368

**SUPPLY & INSTALL RADIO AND TELEMTRY EQUIPMENT TO REPEAT
FLASHLIGHT INDICATIONS REQUIRED AT MAGALIESBURG AND
BOSKOP.**

STANDARD TERMS AND CONDITIONS OF CONTRACT (US7 – SERVICES)

Refer Document attached hereto

Preview Copy Only



SECTION 9

RFQ NUMBER: CRAC-JHB-8368

SUPPLY & INSTALL RADIO AND TELEMETRY EQUIPMENT TO REPEAT FLASHLIGHT INDICATIONS REQUIRED AT MAGALIESBURG AND BOSKOP.

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made the day of 2010

BETWEEN:

- (1) Transnet Limited (“Transnet”) (Registration Number 1990/000900/06) whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001, and
- (2) [.....] (“the Company”) (Registration Number) whose registered office is at [.....]

WHEREAS

Transnet and the Company wish to exchange Information (as defined below) and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Proposal.

IT IS HEREBY AGREED

1. Interpretation

1.1 In this Agreement:-

“Agents” means directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;

“Confidential Information” means Information relating to one party (the “Disclosing Party”) and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Proposal to the other party (the “Receiving Party”) or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:-

- (i) is publicly available at the time of its disclosure or becomes publicly available (other than as result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this letter); or
- (ii) was lawfully in the possession of the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to its being so disclosed; or



(iii) following such disclosure, becomes available to the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

“Group” means any subsidiary, any holding company and any subsidiary of any holding company of either party;

“Information” means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium;

“Proposal” means the aggregation of Transnet’s Request for Information (RFI) and Request for Proposal (RFP).

2. Confidential Information

2.1 The Receiving Party will treat and keep all Confidential Information as secret and confidential and will not, without the Disclosing Party’s written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.

2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Proposal or for the subsequent performance of any contract between the parties in relation to the Proposal.

2.3 Notwithstanding clause 2.1, the Receiving Party may disclose Confidential Information:

(i) To those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or

(ii) to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3 (ii) above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if



capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.

2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights, over the Confidential Information whatsoever beyond those contained in this Agreement

3. Records and return of Information

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof to at least the same standard as the Receiving Party keeps its own Confidential Information. The Receiving Party shall not make any copies or reproduce in any form any Confidential Information except for the purpose of disclosure as permitted in accordance with this Agreement.

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Receiving Party shall, within seven days of receipt of a written demand from the Disclosing Party or of its ceasing to be interested in the Proposal:

- (i) Return all written Confidential Information (including all copies); and
- (ii) expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Receiving Party or on its behalf (including by any person to whom disclosure has been made as permitted under clause 2.3(i) above.

The obligations in this clause 3.3 shall not apply to the extent that (but only for so long as) it is necessary to retain copies for the purpose of providing information to any regulatory authority in accordance with clause 2.3 (ii) above.

3.4 The Receiving Party shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3 (ii) above.

4. Announcements

4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Proposal without the prior written consent of the other party.

4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. Duration



The obligations of each party and its Agents under this Agreement shall [be continuing and shall survive the termination of any discussions or negotiations between the parties regarding the Proposal continue for a period of 3 (three) years.

6. Principal

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Proposal and in complying with the terms of this Agreement.

7. Representations

7.1 Each party agrees that any Information made available to the Receiving Party or its Agents for the purpose of negotiations or discussions in relation to the Proposal will not form the basis of, or any representation in relation to, any contract, nor constitute an offer or invitation by the Disclosing Party.

7.2 Except in the case of fraudulent misrepresentation, the Disclosing Party accepts no responsibility for nor makes any representation or warranty, express or implied, with respect to the accuracy, reliability or completeness of any Information made available to the Receiving Party or its Agents.

8. Adequacy of damages

8.1 Without prejudice to any other rights or remedies of the Disclosing Party, the Receiving Party acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the provisions of this Agreement and that the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the Receiving Party or its Agents, and no proof of special damages shall be necessary for the enforcement of the rights under this Agreement.

8.2 Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available by it, either at law or in equity, for any such threatened or actual breach of this Agreement including specific performance, recovery of damages or otherwise.

9. Data Protection

The Receiving Party warrants that it and its Agents have the appropriate technical and organizational measures in place against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data held or processed by them.

10. General

10.1 Neither party may assign the benefit of this Agreement or any interest hereunder except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.



10.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

10.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

10.4 This Agreement may only be modified by a written agreement duly signed by persons authorized on behalf of each party.

10.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

10.6 This Agreement will be governed by, and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

TRANSNET LIMITED:

By:
(Signature)

Print name: _____

Title: _____

Date: _____

[Insert company name]:

By:
(Signature)

Print name: _____

Title: _____

Date: _____



SECTION 10

RFQ NUMBER: CRAC-JHB-8368

**SUPPLY & INSTALL RADIO AND TELEMETRY EQUIPMENT TO REPEAT
FLASHLIGHT INDICATIONS REQUIRED AT MAGALIESBURG AND
BOSKOP.**

Addendum No. 1: to the E7/1 (July 1998)

**For works on, over, under or adjacent to railway lines and near high voltage
equipment**

Refer to Annexure attached hereto.

Preview Copy Only



Suppliers Code of Conduct



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.



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**