



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

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER CRAC- EFQ-8469

SUPPLY AND ERECTION OF 140 METRES, NEW WELDED DIAMOND RAZOR MESH FENCE, IN NUTFIELD AT KM 5/7 (SPRINGS).

ISSUE DATE : 13 MARCH 2012

INFORMATION SESSION : 19 MARCH 2012

TIME : 10H00

CLOSING DATE : 27 MARCH 2012

CLOSING TIME : 10H00 A.M

OPTION DATE : 26 JUNE 2012

FOR DIRECTIONS / SITE CONTACT AMANDA (073 781 7373)

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- SPR-8469

SUPPLY AND ERECTION OF 140 METRES, NEW WELDED DIAMOND RAZOR MESH FENCE, IN NUFFIELD AT KM 5/7 (SPRINGS).

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. Suppliers Code of Conduct



SECTION 1

RFQ NUMBER CRAC- SPR-8469

SUPPLY AND ERECTION OF 140 METRES, NEW WELDED DIAMOND RAZOR MESH FENCE, IN NUFFIELD AT KM 5/7 (SPRINGS).

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

On or after 13/03/2012 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, and Parktown.

A COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING VENUE:

VENUE : 7TH FLOOR BOARDROOM, NO. 1 ANVIL ROAD, ISANDO

Time : 10h00

Date : 19 March 2012

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

PLEASE BRING THE VALID DOCUMENT ON THE DAY OF BRIEFING AND ALSO MAKE SURE THAT YOU BRING YOUR SAFETY SHOES AND REFLECTIVE VEST ON SITE

NAME : Gladys Mtambo
Tel : (011) 584-0597
Email : gladys.mtambo@transnet.net

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.

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:

Tender No	: CRAC-SPR-8469
Description	: Supply and erection of 140 metres, new welded diamond razor mesh fence, in Nuffield at KM 5/7 (Springs)
Closing date and time	: 27 March 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**

1. Please note that this RFQ closes punctually at 10:00 on Tuesday 27 March 2012.
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 BBEE companies must state in their Tenders / Proposals the percentage of the total contract value which would be allocated to such BBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBEE JV-partners and/or sub-contractors, as well as a breakdown of the distribution of the aforementioned percentage allocation must also be furnished with the tender response to enable Transnet to evaluate / adjudicate on all tenders received on a fair basis.

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

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

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

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

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

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

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

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

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

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



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:	_____

**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- SPR-8469

SUPPLY AND ERECTION OF 140 METRES, NEW WELDED DIAMOND RAZOR MESH FENCE, IN NUFFIELD AT KM 5/7 (SPRINGS).

REQUISITION FOR QUOTATION

MESSRS:
.....
.....
.....

Tel (011)
Fax (011)

SUPPLY CHAIN SERVICES
Contact
Gladys
Mtambo
Tel: (011) 584-0597

ISSUE DATE 13/03/2012

CLOSING DATE 27/03/2012 (10h00)

Prices in South African currency, including all costs.

Direct to consignees

ITEM NO:	DESCRIPTION		Price
1	Supply and installation of fence		

Total price for the project

2.Prices must be V.A.T. exclusive

3. Direct delivered to: Transnet Freight Rail (ISANDO)

4.Contact person: Amanda (073 781 7373)

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.Total Price for the service

7.1.2. References / previous performance record

7.2."Technical"

7.2.1.Compliance to specification

7.2.2. Technical capacity

7.2.3. Risk and Safety Plan

7.2.4. Delivery Schedule

7.2.5. Fit for purpose

7.3."BBBEE"

7.3.1.Provide BBBEE level Certification



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



SECTION 3

RFQ NUMBER CRAC- SPR-8469

SUPPLY AND ERECTION OF 140 METRES, NEW WELDED DIAMOND RAZOR MESH FENCE, IN NUFFIELD AT KM 5/7 (SPRINGS).

INFRA MAINTENANCE

SPECIFICATION

SUPPLY AND ERECTION OF 300m NEW WELDED DIAMOND RAZOR MESH FENCE AT CATCHET KM 80/11 – 80/15

Author: Engineering Technician Tsholofelo Moshime
Approved: Acting Technical Support Manager Ndumiso Mthembu
Authorised: Depot Engineering Infra Management Sthembiso Jwara

Date: 18 Oct 2011

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TRANSNET LIMITED

(REGISTRATION No. 90/00900/06)

TRADING AS TRANSNET FREIGHT RAIL

PROJECT SPECIFICATIONS FOR:

SUPPLY AND ERECTION OF NEW 300m WELDED DIAMOND RAZOR MESH FENCE AT KM 80/11 – 80/15 AT CACHET

1. SCOPE

This section covers specifications for the supply and erection of a new welded razor mesh fence at km 80/11 – 80/15 at Cachet just before Potchefstroom. The work must be done as specified and shall be complete in all respects.

2. DESCRIPTION OF WORK

1. 300m long existing farm fence to be removed and discarded away from the site
2. Existing bush, trees and grass along the old fence position to be cleared in preparation for new fence installation
3. A welded razor mesh fence with a galvanized fence post system is to be installed in the old fences' position as per specifications below:

Razor Mesh

The razor mesh fence is to be 2.1 meters high. The mesh should be a standard density ripper blade razor wire. Apertures of the mesh are to be 125mm across by 250mm high welded at each intersection.

Straining Wire

Mesh to be supported by 4mm diameter fully galvanized straining wire at approximate 500mm vertical centers.

Fence post system

2800mm x 76mm x 2.0mm galvanized corner and straining post at 75 meter intervals apart and planted 700mm deep into the ground with concrete.

2800mm x 50mm x 2.0mm galvanized intermediate posts spaced at 4.5 meter intervals apart and planted 700mm deep into the ground with concrete.

Fixing

2mm diameter galvanized binding wire to be utilized to bind razor mesh against the straining wires. Binding at 450mm intervals on top and bottom straining wire and 900mm intervals on centre wires.

Care should be taken to fit panels together so that the aperture interlock. The mesh is joined by binding each aperture in TWO places with a 10mm X 2mm heavy-duty clip.

The stay posts should be fixed to the straining posts with Galvanized bolts.



3. WORK METHOD

3.1 Erection of new razor mesh type fence.

- The work shall be done according to project specifications and the instruction of the Technical Officer.
- Contractor shall be in contact with the Technical Officer at all times. If any variations exist compared to the above Specification, the contractor will be responsible to remove and install the correct fence.
- The fence is to be installed upright.
- Work must be done neatly and must carry a one-year construction warrantee.

4. THE SITE

The site shall be presented at the end of the contract period in a clean condition and environmentally safe. Site is easily accessible.

No fires will be allowed on site, as this is a high-risk area.

5. DURATION OF THE CONTRACT

The duration of the contract will not be longer than **TWO WORKING WEEKS** from the date of commencing.

6. TO BE SUPPLIED BY TRANSNET

Transnet will have a Technical Officer available for the supervision of work.

Transnet will supply security for the best interest of Transnet's assets. Transnet will not be responsible for any lose or damage to contractor equipment or material. Transnet will only take ownership of fence after final completion certificate have been issued to the contractor.

7. TO BE SUPPLIED BY THE CONTRACTOR

The Contractor shall supply all the necessary material, labour, transport, tools, plant, machinery, consumables, accommodation, etc. necessary to effect the standard of the work required. The cost to provide the required labour will be included in the tendered rates and no separate payment will be made. The contractor must be available for work from 07:00 to 16:30, Monday to Friday and must consult the technical officer before working on weekends.

8. PENALTIES

The contract will commence not later than one week after the signing of the contract.

If the work is not completed within the stipulated time, a penalty of **R 200, 00 per day** or part thereof will be imposed for late completion.



9. SAFETY

The contractor shall in particular comply with the following Acts:

The Compensation for Occupational Injuries and Diseases Act, No.130 of 1993.

The Occupational Health and Safety Act, 1993(Act 85 of 1993).

All work will be done away from the railway line.

The contractor will ensure that a competent supervisor will oversee the safe running and completion of the works and related activities.

The contractor will issue all workers employed by him with the necessary protection clothing applicable to the type of work being performed.

The Contractor will be responsible to prevent fires, which could be caused by his personnel

The contractor and all his employees must undergo a standard transnet safety induction before working on site.

10. INSURANCE OF WORKS

10.1 The contractor will arrange his own insurance for the duration of the contract.

10.2 The obligation to look after the contract work and everything connected therewith shall rest solely with the contractor who shall take all necessary precautions to protect the public, the property of the public, the property and personnel of Transnet and all other persons on terrain from injury. The contractor must also protect adjoining properties from trespass or damage during the progress of the work. The contractor shall also be liable to compensate any person who may suffer damages, recoverable in law, from the contractor and/or from Transnet, by reason of the said work, and hereby indemnifies Transnet Limited against any claims that may be made by any person whatsoever in respect of any damages or any other losses which may be incurred by such person.

11. SITE INSPECTION

The contractor will attend all site meetings covered by the Technical Officer. Such meetings will be for the purpose of discussing progress, delays, materials, conditions, specifications, etc. The meeting will be held under the chairmanship of the Technical Officer. Delays, if any, to the approved works program will be minuted or otherwise recorded as "Nil".

12. SITE BOOKS

The contractor will provide two triplicate A4 books namely a site instruction book and a daily diary on site for the duration of the contract.

The site instruction book will be used by the Technical Officer for issuing instructions to the contractor.

In the daily diary the contractor will record a detailed description of the work done on a daily basis including the work force and equipment involved.

These books will not be removed from the site without the permission of the Project Manager.

13. PROVISION OF COMMUNICATION

The Contractor will ensure that the supervisor on site has a reliable cellular phone for communication. The cell phone will be kept on at all times during the execution of the works. The phone battery will be charged at all times. The cellular phone number will be made available to the Project Manager prior to the commencement of the works. Any changes to the cell phone number will be communicated to the Project Manager in a written correspondence that will include the reason for the change.



14. PROTECTION OF WORKPLACES

The contractor will be responsible for the safety, accommodation and security of his/her personnel, material and equipment.

15. FINAL INSPECTION OF THE WORK

A final inspection of the work will be done within seven working days after the Contractor has notified the Project Manager of Transnet in writing that the work has been completed. If the work is found to be satisfactory and Transnet land is left in the same condition as found, a Certificate of Completion will be issued and the Contract will be considered completed.

It is the duty of the contractor to send a copy of the hand over certificate that has been certified as correct by the Engineer, together with the relevant pages of the site diary, to the office of the Depot Engineer for payment to be made.

16. MEASUREMENT AND PAYMENT

Payment will be made after the completion of the work according to the actual measurements that have been accepted by the Technical Officer in the site diary and in terms of this contract and according to the Schedule of Quantity of this specification against a statement submitted by the contractor and approved and certified by the Manager.

Payments to the Contractor will be made upon approval and certification by the Project Manager of the amounts claimed.

The Technical Officer will issue Certificates only when he is satisfied that the Contractor has in fact, satisfactorily carried out the work. The Manager will satisfy himself by a study of the reports rendered by the Contractor or by inspection of the works or by a combination of both methods. Failure on the part of the Contractor to render the reports is liable to be considered by the Manager as sufficient ground for refusing to issue Certificates for Payment.

17. HANDING OVER OF WORKPLACES

Handing over of workplaces will be done as soon as the work has been satisfactorily completed. Handing over inspections will be convened on an ad-hoc basis as agreed by the Project Manager and the contractor.

The hand over certificate will be completed by the Project Manager and certified by the contractor as correct and sent together with the relevant pages of the site diaries to the office of the Depot Engineer for payment.



INFRA MAINTENANCE

SPECIFICATION

SUPPLY AND ERECTION OF 140 METRES, NEW WELDED DIAMOND RAZOR MESH FENCE, IN NUFFIELD AT KM 5/7 (SPRINGS) FEBRUARY 2012

Author: Engineering Technician Amanda Copiso

Approved: Technical Support Manager Simbonile Sigwili

Authorised: Depot Engineer Infra Management Livhu Netshilavulu

Date: Feb 2012

Circulation Restricted To: Transnet Freight Rail,

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**TRANSNET LIMITED
(REGISTRATION No. 90/00900/06)
TRADING AS TRANSNET FREIGHT RAIL**

**PROJECT SPECIFICATIONS FOR:
SUPPLY AND ERECTION OF NEW 140M WELDED DIAMOND RAZOR MESH FENCE
IN NUFFIELD AT KM 5/7 (SPRINGS).**

1. SCOPE

This section covers specifications for the supply and erection of a new welded razor mesh fence in Nuffield at KM 5/7. The work must be done as specified and shall be complete in all respects.

2. DESCRIPTION OF WORK

A welded razor mesh fence with a galvanized fence post system is to be installed in Nuffield at KM 5/7. Fence is to be erected up to the concrete bridge at both ends and on either side of the railway line.

Cutting of Grass

Cutting of grass in Nuffield at KM 5/7 must be done to clear the area before the fencing is commenced.

Razor Mesh

The razor mesh fence is to be 1.8 meters high. The mesh must be fabricated of ripper razor wire with 2.5mm high tensile galvanized core and a 0.5mm galvanized Z275 blade strip. Apertures of the mesh are to be 150mm across by 300mm high welded at each intersection.

Straining Wire

Mesh to be supported by a 4mm diameter fully galvanized straining wire at approximate 600mm vertical centers.

Fence post system

2400mm x 76mm x 2.0mm galvanized corner and straining post at 80 meter intervals apart and planted 600mm deep into the ground with concrete.

2400mm x 50mm x 2.0mm galvanized intermediate posts spaced at 4.5 meter intervals apart and planted 600mm deep into the ground with concrete.

Fixing

2mm diameter galvanized binding wire to be utilized to bind razor mesh against the straining wires. Binding at 450mm intervals on top and bottom straining wire and 900mm intervals on centre wires. Care should be taken to fit panels together so that the aperture interlock. The mesh is joined by binding each aperture in THREE places with a 10mm X 2mm heavy-duty clip.

The stay posts should be fixed to the straining posts with Galvanized bolts.



3. WORK METHOD

3.2 Erection of a new razor mesh type fence.

- The work shall be done according to project specifications and the instruction of the Technical Officer.
- Contractor shall be in contact with the Technical Officer at all times. If any variations exist compared to the above Specification, the contractor will be responsible to remove and install the correct fence.
- The fence is to be installed up right and up left next to the culvert.
- Work must be done neatly and must carry a one-year construction warrantee.

4. THE SITE

The site shall be presented at the end of the contract period in a clean condition and environmentally safe.

No fires will be allowed on site, as this is a high-risk area.

5. DURATION OF THE CONTRACT

The duration of the contract will not be longer than **TWO WORKING WEEKS** from the date of commencing.

6. TO BE SUPPLIED BY TRANSNET

Transnet will have a Technical Officer available for the supervision of work.

Transnet will supply security for the best interest of Transnet's assets. Transnet will not be responsible for any loss or damage to contractor equipment or material. Transnet will only take ownership of fence after final completion certificate have been issued to the contractor.

7. TO BE SUPPLIED BY THE CONTRACTOR

The Contractor shall supply all the necessary material, labour, transport, tools, plant, machinery, consumables, accommodation, etc. necessary to effect the standard of the work required. The cost to provide the required labour will be included in the tendered rates and no separate payment will be made. The contractor must be available for work from 07:00 to 16:30, Monday to Friday and must consult the technical officer before working on weekends.



8. PENALTIES

The contract will commence not later than one week after the signing of the contract.

If the work is not completed within the stipulated time, a penalty of **R 1500, 00 per day** or part thereof will be imposed for late completion.

9. SAFETY

The contractor shall in particular comply with the following Acts:

The Compensation for Occupational Injuries and Diseases Act, No.130 of 1993.

The Occupational Health and Safety Act, 1993(Act 85 of 1993).

All work will be done away from the railway line.

The contractor will ensure that a competent supervisor will oversee the safe running and completion of the works and related activities.

The contractor will issue all workers employed by him with the necessary protection clothing applicable to the type of work being performed.

The Contractor will be responsible to prevent fires, which could be caused by his personnel

The contractor and all his employees must undergo a Standard Transnet Safety Induction before working on site.

10. INSURANCE OF WORKS

10.1 The contractor will arrange his own insurance for the duration of the contract.

10.2 The obligation to look after the contract work and everything connected therewith shall rest solely with the contractor who shall take all necessary precautions to protect the public, the property of the public, the property and personnel of Transnet and all other persons on terrain from injury. The contractor must also protect adjoining properties from trespass or damage during the progress of the work. The contractor shall also be liable to compensate any person who may suffer damages, recoverable in law, from the contractor and/or from Transnet, by reason of the said work, and hereby indemnifies Transnet Limited against any claims that may be made by any person whatsoever in respect of any damages or any other losses which may be incurred by such person.

11. SITE INSPECTION

The contractor will attend all site meetings covered by the Technical Officer. Such meetings will be for the purpose of discussing progress, delays, materials, conditions, specifications, etc. The meeting will be held under the chairmanship of the Technical Officer. Delays, if any, to the approved works program will be minute or otherwise recorded as "Nil".



12. SITE BOOKS

The contractor will provide two triplicate A4 books namely a site instruction book and a daily diary on site for the duration of the contract.

The site instruction book will be used by the Technical Officer for issuing instructions to the contractor.

In the daily diary the contractor will record a detailed description of the work done on a daily basis including the work force and equipment involved.

These books will not be removed from the site without the permission of the Project Manager.

13. PROVISION OF COMMUNICATION

The Contractor will ensure that the supervisor on site has a reliable cellular phone for communication. The cell phone will be kept on at all times during the execution of the works. The phone battery will be charged at all times. The cellular phone number will be made available to the Project Manager prior to the commencement of the works. Any changes to the cell phone number will be communicated to the Project Manager in a written correspondence that will include the reason for the change.

14. PROTECTION OF WORKPLACES

The contractor will be responsible for the safety, accommodation and security of his/her personnel, material and equipment.

15. FINAL INSPECTION OF THE WORK

A final inspection of the work will be done within seven working days after the Contractor has notified the Project Manager of Transnet in writing that the work has been completed. If the work is found to be satisfactory and Transnet land is left in the same condition as found, a Certificate of Completion will be issued and the Contract will be considered completed.

It is the duty of the contractor to send a copy of the hand over certificate that has been certified as correct by the Engineer, together with the relevant pages of the site diary, to the office of the Depot Engineer for payment to be made.

16. MEASUREMENT AND PAYMENT

Payment will be made after the completion of the work according to the actual measurements that have been accepted by the Technical Officer in the site diary and in terms of this contract and according to the Schedule of Quantity of this specification against a statement submitted by the contractor and approved and certified by the Manager.

Payments to the Contractor will be made upon approval and certification by the Project Manager of the amounts claimed.



The Technical Officer will issue Certificates only when he is satisfied that the Contractor has in fact, satisfactorily carried out the work. The Manager will satisfy himself by a study of the reports rendered by the Contractor or by inspection of the works or by a combination of both methods. Failure on the part of the Contractor to render the reports is liable to be considered by the Manager as sufficient ground for refusing to issue Certificates for Payment.

17. HANDING OVER OF WORKPLACES

Handing over of workplaces will be done as soon as the work has been satisfactorily completed. Handing over inspections will be convened on an ad-hoc basis as agreed by the Project Manager and the contractor.

The hand over certificate will be completed by the Project Manager and certified by the contractor as correct and sent together with the relevant pages of the site diaries to the office of the Depot Engineer for payment.



TRANSNET LIMITED
(REGISTRATION NO. 90/00900/06)
TRADING AS TRANSNET FREIGHT RAIL

SCHEDULE OF QUANTITIES

SCHEDULE OF WORK AND PRICES					
	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	Supply and erection of razor mesh fence				
	Nuffield at KM 5/7 - Springs	M	140		
14 % vat added					
TOTAL CARRIED FORWARD TO SUMMARY					

NOTE: The quantities given are provisional and are included for the sole purpose of evaluating the tender amount. These quantities may be altered, if necessary, on the sole discretion of the Engineer.



SECTION 4

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER CRAC- SPR-8469

SUPPLY AND ERECTION OF 140 METRES, NEW WELDED DIAMOND RAZOR MESH FENCE, IN NUFFIELD AT KM 5/7 (SPRINGS).

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 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	



SECTION 5

RFQ NUMBER CRAC- SPR-8469

SUPPLY AND ERECTION OF 140 METRES, NEW WELDED DIAMOND RAZOR MESH FENCE, IN NUFFIELD AT KM 5/7 (SPRINGS).

Information Session

8. RFQ SITE MEETING

A COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING VENUE:

Venue : 7th Floor Boardroom, No. 1 Anvil Road, Isando Road

Time : 10H00

Date : 19 March 2012

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

Contact people on sites: Tsholofelo (083 282 0467)

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- SPR-8469

SUPPLY AND ERECTION OF 140 METRES, NEW WELDED DIAMOND RAZOR MESH FENCE, IN NUFFIELD AT KM 5/7 (SPRINGS).

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 Name	Trading Name						
Company Name	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"/>
<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 - ABLE D	GENDE R	DATE OF OWNERS HIP	% OWN ED	% VOTI NG
<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"/>
<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"/>
<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
Permanent						
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 Transnet?		
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	No
ii. Services only	Yes	No
iii. Labour only	Yes	No
iv. Mix of services and	Yes	No
v. Mix of services and labour	Yes	No

b) If your answer is **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	BWBE	DPBI	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- SPR-8469

**SUPPLY AND ERECTION OF 140 METRES, NEW WELDED DIAMOND RAZOR MESH
FENCE, IN NUFFIELD AT KM 5/7 (SPRINGS).**

GENERAL TENDER CONDITIONS OF CONTRACT (CSS5 – SERVICES)

Refer Document attached hereto

"Preview Copy Only"



SECTION 8

RFQ NUMBER CRAC- SPR-8469

SUPPLY AND ERECTION OF 140 METRES, NEW WELDED DIAMOND RAZOR MESH FENCE, IN NUFFIELD AT KM 5/7 (SPRINGS).

STANDARD TERMS AND CONDITIONS OF CONTRACT (US7 – SERVICES)

Refer Document attached hereto

"Preview Copy Only"



SECTION 9

RFQ NUMBER CRAC- SPR-8469

SUPPLY AND ERECTION OF 140 METRES, NEW WELDED DIAMOND RAZOR MESH FENCE, IN NUFFIELD AT KM 5/7 (SPRINGS).

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made the day of 2012

BETWEEN:

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

WHEREAS

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

IT IS HEREBY AGREED

1. Interpretation

1.1 In this Agreement:-

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

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

- (i) is publicly available at the time of its disclosure or becomes publicly available (other than as result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this letter); or



- (ii) was lawfully in the possession of the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to its being so disclosed; or
- (iii) following such disclosure, becomes available to the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

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

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

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

2. Confidential Information

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

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

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

- (i) To those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- (ii) to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

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

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

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

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: _____

"Preview Copy Only"



SECTION 10

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER CRAC- SPR-8469

SUPPLY AND ERECTION OF 140 METRES, NEW WELDED DIAMOND RAZOR MESH FENCE, IN NUFFIELD AT KM 5/7 (SPRINGS).

Refer Document 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.



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