



**TRANSNET FREIGHT RAIL** , a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] NO ERAC EMU 15912/49**

**FOR THE PROVISION OF: REPLACEMENT OF SECOND HAND P2 CONCRETE  
SLEEPERS AND SECOND HAND RAILS**

**FOR DELIVERY TO: NSEZI SORTING YARD IN RICHARDS BAY**

**ISSUE DATE: 29 OCTOBER 2014 to the 3 NOVEMBER 2014**

**CLOSING DATE: 6 NOVEMBER 2014**

**CLOSING TIME: 10:00**

**COMPULSORY BRIEFFING SESSION: NO. 1 STATION ROAD OF JOHNROSS  
HIGHWAY. EMPANGENI- INFRA BOADROOM**

**DATE: 4 NOVEMBER 2014**

**TIME: 10:00**

## Section 1 NOTICE TO BIDDERS

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

**METHOD:** Fax

**CLOSING VENUE:** Fax number : 011 774 9129  
011 774 9186

To confirm receipt contact: Thuli Mathebula on 011 544 9497

Lolo Sokhela on 011 584 9494

Prudence Nkomo on 011 584 9488

### 1 Responses to RFQ

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

### 2 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a "preference" to companies who provide a valid B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

#### 2.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that the following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).
- Bidders are to note that if the 80/20 preference point system is stipulated in this RFP and all Bids received exceed R1 000 000.00, the RFP must be cancelled. Similarly, if the 90/10 preference point system is stipulated in this RFP and all Bids received are equal to or below R1 000 000.00, the RFP must be cancelled.

The value of this bid is estimated to be less than R1 000 000 (all applicable taxes included); and therefore the **80/20** system shall be applicable.

When Transnet invites prospective suppliers to submit Proposals for its various expenditure programmes, it requires Respondents to have their B-BBEE status verified in compliance with the

Codes of Good Practice issued in terms of the Broad Based Black Economic Empowerment Act No. 53 of 2003.

The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a one year transitional period starting 11 October 2013. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 10 October 2014. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

Respondents are required to complete Annexure A [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

**Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.**

*[Refer clause 20 below for Returnable Documents required]*

## 2.2 B-BBEE Improvement Plan

B-BBEE Improvement Plan will not be required for this tender.

## 2.3 Supplier Development Initiatives

Supplier Development will not apply to this tender.

## 3 Communication

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

A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Boniswa Dlamini  
Email: Boniswa.dlamini@transnet.net

Respondents may also, at any time after the closing date of the RFQ, communicate with the Regional Supply Chain Manager of the Supply Chain Department on any matter relating to its RFQ response:

Telephone 035 905 4609  
Email Lizelle.smith@transnet.net

**4 Tax Clearance**

The Respondent's original and valid Tax Clearance Certificate must accompany the Quotation. Note that no business shall be awarded to any Respondent whose tax matters have not been declared by SARS to be in order.

**5 VAT Registration**

The valid VAT registration number must be stated here: \_\_\_\_\_ [if applicable].

**6 Legal Compliance**

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

**7 Changes to Quotations**

Changes by the Respondent to its submission will not be considered after the closing date and time.

**8 Pricing**

All prices must be quoted in South African Rand on a fixed price basis, excluding VAT for a period of eight months from contract start date.

**9 Prices Subject to Confirmation**

Prices quoted which are subject to confirmation will not be considered.

**10 Negotiations**

Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of shortlisted Respondents.

**11 Binding Offer**

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

**12 Disclaimers**

Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider; or
- make no award at all.

Transnet reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

**13 Transnet’s supplier integrity pact**

Transnet’s Integrity Pact requires a commitment from suppliers and Transnet that they will not engage in any corrupt and fraudulent practices, anti-competitive practices; and act in bad faith towards each other. The Integrity Pact also serves to communicate Transnet’s Gift Policy as well as the remedies available to Transnet where a Respondent contravenes any provision of the Integrity Pact.

Respondents are required to familiarise themselves with the contents of the Integrity Pact which is available on the Transnet Internet site [www.transnet.net/Tenders/Pages/default.aspx] or on request. Furthermore, Respondents are required to certify that they have acquainted themselves with all the documentation comprising the Transnet Integrity Pact and that they fully comply with all the terms and conditions stipulated in the Transnet Supplier Integrity Pact as follows

<b>YES</b>		<b>NO</b>	
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Should a Respondent need to declare previous transgressions or a serious breach of law in the preceding 5 years as required by Annexure A to the Integrity Pact, such declaration must accompany the Respondent’s bid submission.

**14 Respondent’s Samples**

Respondent’s samples will not be required for this tender.

"PREVIEW COPY ONLY"

**15 Evaluation Criteria**

Transnet will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider, if so required:

<b>Criterion/Criteria</b>	<b>Explanation</b>
<b>Administrative responsiveness</b>	Completeness of response and returnable documents
<b>Substantive responsiveness</b>	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given. <ul style="list-style-type: none"> <li>All items on the Pricing Schedule should be priced; if not it will result in a bid being disqualified.</li> </ul>
<b>Functionality Threshold</b>	As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations. Respondents are to note that functionality is included as threshold with a prescribed percentage threshold of 60%. Qualified track master, Compliance with requirements, Health and Safety plan Compliance will be considered as part of the technical evaluation[complete Annexure B – Technical Questionnaire]
<b>Final weighted evaluation based on 80/20 preference point system as indicated in paragraph 2</b>	<ul style="list-style-type: none"> <li>Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts<sup>1</sup> will be critical</li> <li>B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A.</li> </ul>

**16 Validity Period**

Transnet desires a validity period of 90 [ninety] days from the closing date of this RFQ.

This RFQ is valid until \_\_\_\_\_.

**17 Banking Details**

BANK: \_\_\_\_\_

BRANCH NAME / CODE: \_\_\_\_\_

ACCOUNT HOLDER: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

**18 Company Registration**

Registration number of company / C.C. \_\_\_\_\_

Registered name of company / C.C. \_\_\_\_\_

<sup>1</sup> Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.

**19 Disclosure of Prices Quoted**

Respondents must indicate here whether Transnet may disclose their quoted prices and conditions to other Respondents:

YES  NO

**20 Returnable Documents**

**Returnable Documents** means all the documents, Sections and Annexures, as listed in the tables below.

a) Respondents are required to submit with their Quotations the **mandatory Returnable Documents**, as detailed below.

***Failure to provide all these Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.***

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the table below:

<b>Mandatory Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 2 : Quotation Form	
ANNEXURE B : Technical Submission Questionnaire	

b) In addition to the requirements of section (a) above, Respondents are further required to submit with their Quotations the following **essential Returnable Documents** as detailed below.

***Failure to provide all these Returnable Documents may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these documents are returned with their Quotations.***

All sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these essential Returnable Documents by so indicating [Yes or No] in the table below:

<b>Essential Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 1 : Notice to Bidders	
- Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero for preference	
- Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing	

<b>Essential Returnable Documents</b>	<b>Submitted [Yes or No]</b>
date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Goods or Services to Transnet	
SECTION 4 : Vendor Application Form	
- Original cancelled cheque or bank verification of banking details	
- Certified copies of IDs of shareholder/directors/members [as applicable]	
- Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)	
- Certified copies of the company's shareholding/director's portfolio	
- Entity's letterhead	
- Certified copy of VAT Registration Certificate [RSA entities only]	
- Certified copy of valid Company Registration Certificate [if applicable]	
- A signed letter from Respondent's auditor or accountant confirming most recent annual turnover figures	
ANNEXURE A – B-BBEE Preference Points Claim Form	
ANNEXURE C – Specification of the service	
ANNEXURE D – Certificate of attendance of RFQ briefing	

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

\_\_\_\_\_  
Date & Company Stamp



## Section 2 QUOTATION FORM

I/We \_\_\_\_\_  
hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard Terms and Conditions for the Supply of Goods or Services to Transnet [Section 3 hereof]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

### Price Schedule

I/We quote as follows for the goods required, on a "delivered nominated destination" basis, excluding VAT:

Item No	Description of Goods /Services	Unit of Measure	Quantity	Price per unit measure (ZAR)	Total Price (ZAR)
1	Install of 2 <sup>nd</sup> hand P2 concrete sleeper and all related work	Each	5000		
2	Reposition existing unmarked sleepers and all related work	Each	1300		
3	Install 2 <sup>nd</sup> hand rails (1 KM =2 legs = 1 track)	KM	35		
	<b>SUB TOTAL (excl. VAT)</b>				

Respondent's Signature

Date & Company Stamp

**Delivery Lead-Time from date of purchase order :** \_\_\_\_\_ **[days/weeks]**

**Notes to Pricing:**

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- c) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- d) All items on the Pricing Schedule should be priced; if not it will result in a bid being disqualified.

**"PREVIEW COPY ONLY"**

### Section 3

#### STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET

**A Supplier/Service Provider shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). A Quotation submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.**

#### 1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [Terms and each Term] and Transnet's purchase order(s) [Order or Orders] represent the only conditions upon which Transnet SOC Ltd [Transnet] procures goods [the Goods] or services [the Services] specified in the Order from the person to whom the Order is addressed [the Supplier/Service Provider]. Transnet does not accept any other conditions which the Supplier/Service Provider may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

#### 2 CONFORMITY WITH ORDER

Goods/Services shall conform strictly with the Order. The Supplier/Service Provider shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier/Service Provider warrants that the Goods/Services shall be fit for their purpose and of satisfactory quality.

#### 3 DELIVERY AND TITLE

3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's/Service Provider's obligations under the Order.

3.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.

3.3 Risk of loss or damage to Goods shall pass to Transnet on delivery and acceptance, and title shall pass to Transnet when payment to the Supplier for the Goods has been effected.

3.4 If on delivery, the Goods/Services do not conform to the Order, Transnet may reject the Goods/Services and the Supplier/Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Goods/Services at the Supplier's/Service Provider's expense within the specified delivery times, without any liability due by Transnet. Goods shall be subject to such testing and/or inspection as Transnet may consider necessary.

#### 4 PRICE AND PAYMENT

- 4.1 Prices specified in an Order cannot be increased. Payment for the Goods/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.
- 4.2 Payment of the Supplier's/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

#### 5 PROPRIETARY RIGHTS LIABILITY

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Goods/Services or any written material provided to Transnet relating to any Goods/Services or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier/Service Provider hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier/Service Provider following a design or process originated and furnished by Transnet. The Supplier/Service Provider shall either

- a) procure for Transnet the right to continue using the infringing Goods; or
- b) modify or replace the Goods/Services so that they become non-infringing,

provided that in both cases the Goods/Services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier/Service Provider may remove, with Transnet's prior written consent, such Goods/Services and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier/Service Provider shall have no liability in respect of any continued use of the infringing Goods/Services after Supplier's/Service Provider's prior written request to remove the same.

#### 6 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier/Service Provider and any information relating to Transnet's business which may have come into the Supplier's/Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Service Provider as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier/Service Provider shall return all

materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

## **7 DEVELOPMENT WORK IN THE PRODUCTION OF GOODS**

If the production or provision of any Goods involves research and/or development which are wholly or partly funded by Transnet, then all intellectual property or other rights as a result thereof shall be the property of Transnet on creation.

## **8 PUBLICITY**

The Supplier/Service Provider shall not name Transnet or use its trademarks, service marks [whether registered or not] or Goods in connection with any publicity without Transnet's prior written consent.

## **9 AFTER SALES SERVICE**

The Supplier shall provide replacement parts necessary to ensure the uninterrupted operation of the Goods supplied for the duration of the warranty period, from delivery of any particular item of the Goods and if requested by Transnet shall make these parts available to a third party maintainer of Transnet's choice at the same price as if the parts had been supplied to Transnet. The Supplier undertakes to provide a maintenance service for Goods, should Transnet so request, on terms to be agreed. If the Order so indicates, the Supplier will provide a warranty service for the Goods at a level to be agreed with Transnet.

## **10 TERMINATION OF ORDER**

- 10.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Supplier/Service Provider or the Supplier/Service Provider commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier/Service Provider when such work on the Order shall stop.
- 10.2 Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.
- 10.3 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- 10.4 If the Goods or Services are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Goods or any damage caused due to the failure or delay in the delivery.

**11 ACCESS**

The Supplier/Service Provider shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's/Service Provider's employees. The Supplier/Service Provider shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

**12 WARRANTY**

The Supplier/Service Provider warrants that it is competent to supply the Goods/Services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Goods/Services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to *[inter alia]* the supply, manufacture and use of the Goods/Services in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier/Service Provider hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

**13 INSOLVENCY**

If the Supplier/Service Provider shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier/Service Provider compounds with its creditors or passes a resolution for the winding up or administration of the Supplier/Service Provider, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

**14 ASSIGNMENT**

The Supplier/Service Provider shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

**15 NOTICES**

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

**16 LAW**

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier/Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier/Service Provider does not have a registered office in the South Africa it will at all times maintain

an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

**17 GENERAL**

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 5, 6 and 10. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

**18 COUNTERPARTS**

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

"PREVIEW COPY ONLY"

**By signing this RFQ document, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed to properly take it into account for the purpose of calculating quoted prices or otherwise.**

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

.....  
SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

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

PHYSICAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Respondent's contact person** *[Please complete]*

Name :
Designation :
Telephone :
Cell Phone :
Facsimile :
Email :
Website :

**"PREVIEW COPY ONLY"**

**Transnet urges its clients, suppliers and the general public to report any fraud or corruption to TIP-OFFS ANONYMOUS : 0800 003 056**

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

\_\_\_\_\_  
Date & Company Stamp



**Section 4**  
**VENDOR APPLICATION FORM**

*Respondents are to furnish the following documentation and complete the Vendor Application Form below:*

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details **[with bank stamp]**
2. **Certified** copy of Identity Document(s) of Shareholders/Directors/Members [where applicable]
3. **Certified copies** of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)
4. **Certified copies** of the company's shareholding/director's portfolio
5. A letter on the company's letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate
7. **Certified copy** of VAT Registration Certificate
8. **A valid and original** B-BBEE Verification Certificate / sworn affidavit **or certified copy** thereof meeting the requirements for B-BBEE compliance as per the B-BBEE Codes of Good Practice
9. **Certified copy** of valid Company Registration Certificate [if applicable]

**Vendor Application Form**

Company trading name *Transnet*

Company registered name *Transnet Limited*

Company Registration Number or ID Number if a Sole Proprietor *2010/0000000*

Form of entity [✓]    CC    Trust    Pty Ltd    Limited    Partnership    Sole Proprietor

VAT number [if registered] *4130000000*

Company telephone number *011 555 1234*

Company fax number *011 555 5678*

Company email address *info@transnet.co.za*

Company website address *www.transnet.co.za*

Bank name *Standard Bank*    Branch & Branch code *250201010101010*

Account holder *Transnet Limited*    Bank account number *620201010101010*

Postal address *100 Waterlooville, Cape Town, 7716*

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

\_\_\_\_\_  
Date & Company Stamp

Code

Physical Address

Code

Contact person

Designation

Telephone

Email

Annual turnover range [last financial year]      < R5 m      R5 - 35 m      > R35 m

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 services [e.g. Stationery/Consulting]

*Complete B-BBEE Ownership Details:*

% Black ownership      % Black women ownership      % Disabled Black ownership      % Youth ownership

Does your entity have a B-BBEE certificate      Yes      No

What is your B-BBEE status [Level 1 to 9 / Unknown]

How many personnel does the entity employ      Permanent      Part time

*If you are an existing Vendor with Transnet please complete the following:*

Transnet contact person

Contact number

Transnet Operating Division

*Duly authorised to sign for and on behalf of Company / Organisation:*

Name		Designation	
Signature		Date	

**RFQ FOR THE PROVISION OF  
REPLACEMENT OF SECOND HAND P2 CONCRETE SLEEPERS AND SECOND HAND RAILS.**

**ANNEXURE A : B-BBEE PREFERENCE POINTS CLAIM FORM**

This preference form contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

**1. INTRODUCTION**

- 1.1 A total of 10 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

**2. GENERAL DEFINITIONS**

- 2.1 "**all applicable taxes**" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "**B-BBEE status of contributor**" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "**Bid**" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 "**consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a

contract;

- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16 **"sub-contract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.

- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EME’s with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity’s Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 In terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, Bidders who qualify as QSEs are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity’s Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.6 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.7 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every

separate bid.

- 4.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.9 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.10 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.11 Bidders are to note that in terms of paragraph 2.6 of Statement 900 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

**5. B-BBEE STATUS AND SUBCONTRACTING**

**5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:**

B-BBEE Status Level of Contributor \_\_\_\_\_ = \_\_\_\_\_ [maximum of 20 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

**5.2 Subcontracting:**

Will any portion of the contract be subcontracted? YES/NO [delete which is not applicable]

If YES, indicate:

- (i) What percentage of the contract will be subcontracted? .....%
- (ii) The name of the subcontractor .....
- (iii) The B-BBEE status level of the subcontractor .....
- (iv) Is the subcontractor an EME? YES/NO

**5.3 Declaration with regard to Company/Firm**

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]

- Partnership/Joint Venture/Consortium
- One person business/sole propriety
- Close Corporations
- Company (Pty) Ltd

(v) Describe Principal Business Activities

.....

.....

(vi) Company Classification [TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional Service Provider
- Other Service Providers, e.g Transporter, etc

(vii) Total number of years the company/firm has been in business.....

**BID DECLARATION**

I/we, the undersigned, who warrants that he/she is fully authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
  - (e) forward the matter for criminal prosecution.

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\_\_\_\_\_  
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\_\_\_\_\_  
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**WITNESSES:**

- 1. ....
- 2. ....

SIGNATURE OF BIDDER
---------------------

DATE:.....

COMPANY NAME: .....

ADDRESS:.....

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**ANNEXURE B - TECHNICAL SUBMISSION**

**1. TECHNICAL SCORING SCALE**

Quality criteria	Sub-criteria
<b>Compliance with requirements</b>	<ul style="list-style-type: none"> <li>Written proof to be submitted on the compliance of the specification of the goods</li> </ul>
<b>Qualified track master</b>	<ul style="list-style-type: none"> <li>Qualification of track master on site and Proof of experience with references</li> </ul>
<b>Safety file Compliance</b>	<ul style="list-style-type: none"> <li>Safety plan is required</li> </ul>

**2. TECHNICAL QUESTIONNAIRE**

QUALITY CRITERIA	SUB- CRITERIA	Yes Tick (Submit written Proof)	No Tick
<b>Safety file Compliance</b>	<ul style="list-style-type: none"> <li>Safety plans required</li> </ul>		
<b>Qualified track master</b>	<ul style="list-style-type: none"> <li>Qualification of track master on site and Submit proof of experience with references</li> </ul>	Yes Tick (Submit written Proof)	No Tick
		<b>Indicate the period in weeks which the team will be available to commence with the services required</b>	
<b>Compliance with requirements</b>	<ul style="list-style-type: none"> <li>Availability of teams</li> </ul>		

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**EMP/NFRA/2014**  
**EMPANGENI DEPOT:**

**ANNEXURE C: SPECIFICATION FOR THE REPLACEMENT OF 5000 2<sup>nd</sup> hand P2 SLEEPERS AND 2<sup>ND</sup> HAND RAILS AT NSEZI**

**1. SCOPE OF WORK**

This contract consists of:-

- a) Removal and replacement of 2<sup>ND</sup> hand P2 concrete sleepers
- b) The stacking of the old sleepers alongside the service roads in sets of 5
- c) The finalizing of the track into an "A" standard.

**2. SPECIFICATIONS**

The following specifications shall apply to this contract:

- a) Specification E10 for railway track work.
- b) Specification E10/2 for the relaying of sleepers.
- c) Transnet Freight Rail safety guidelines for Infrastructure, Apr 2000
- d) Transnet Freight Rail manual for track maintenance

**3. DESCRIPTION OF THE WORK REQUIRED**

**3.1 Availability of 2<sup>nd</sup> hand P2 concrete sleepers.**

There are 900 2<sup>nd</sup> hand P2 concrete sleepers.

**3.2 Pre-marking sleepers to be placed**

All the sleepers that are to be replaced will be pre-marked. The unmarked sleepers are to be re-positioned if necessary. Number of sleepers to be moved / repositioned = 5000

**3.3 Removal of redundant concrete sleepers**

The Service Provider shall remove all the redundant concrete sleepers in the prescribed manner. These are to be placed alongside the service road in packs of 5. All the redundant fastenings (pads and springs) will be taken to Empangeni Depot for disposal by Transnet Freight Rail. Documentation is to be kept of the numbers delivered to the place of storage.

**3.4 Installation of 2<sup>nd</sup> hand P2 concrete sleeper**

- a) The existing ballast is to be removed and stock piling away from the track. All excess fines are to be distributed along the track. Ballast is to be cleared to 50mm below the sleeper.
- b) 2<sup>nd</sup> hand P2 concrete sleepers are to be installed in the correct position as indicated by measurement of the 700mm sleeper spacing. They are to be installed squarely to track and fastened using new fastenings.
- c) The rails, sleepers and rail pads are to be cleaned of any foreign materials before fastening.
- d) Ballast to be boxed in and shovel packed to "A" standard.
- e) Sleeper spacing to be 700mm.
- f) Track must be lift and pack
- g) Track slacks to be lifted out if any occur.
- h) Ballast formation shall be finished off neatly as is required of an "A" standard track.

**3.5 Replacement process**

- a) The replacement of 2<sup>nd</sup> hand P2 concrete sleepers will take place during an occupation taken between trains.

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- b) Sleeper spacing of 700mm to be pre-marked by the Service Provider.
- c) Redundant 2<sup>nd</sup> hand P2 concrete sleepers are to be boxed out and removed.
- d) All the existing fastenings are to be removed and scrapped.
- e) The 2<sup>nd</sup> hand P2 concrete sleepers must be installed in the correct marked position, placed squarely and fastened at the prescribed spacing.
- f) The sleepers must be positioned according.
- g) Occupations between trains shall be arranged daily from Mondays to Fridays from 7:00- 16:00. A Transnet Freight Rail representative will control such occupations.
- h) Not more than two sleepers next to each other at any spot may be removed at any time while replacing sleepers.
- i) Before inserting the HDPE pads the rail seats must be cleaned of all dirt and foreign objects. The HDPE pads must be installed and the rails fastened to the sleepers, using the correct rail pad and spring clip.

### 3.6 Alignment of the track:

- a) The track must be aligned and tamped to the correct line and level and to the "A" standard.
- b) The ballast must be boxed in and trimmed.
- c) Where there is a shortage of ballast, this will be off loaded and boxed in by others.
- d) In case of kick outs occurring in the railway line, the Service Provider must realign the track and box in the ballast.

### 3.7 Finishing off and recovery of released material

- a) At the end of each day's work, the work site is to be left clean and tidy. All materials shall be placed clear of the track. All fastenings shall be removed by the Service Provider to a site in Empangeni as indicated by Transnet Freight Rail representative.
- b) The quantities shall be recorded in the site diary.
- c) The Service Provider shall be held responsible for loss of material for both for new and released material.
- d) After replacing the sleepers all available ballast shall be boxed in and regulated to the standard ballast profile.
- e) All released material, (old fastenings, spring clips, pads, nuts and bolts) shall be transported by the Service Provider to Empangeni Depot for scrapping.
- f) All redundant sleepers must be removed and stacked in packs of 5 next to the service road as indicated by the Transnet Freight Rail representative.

### 3.8 Accommodation of traffic

- a) Only occupations between trains shall be arranged by the Transnet Freight Rail representative.
- b) Traffic volumes are relatively low and sufficient working time should be achieved.
- c) The work shall be executed in such a way that the safe passage of trains and the safety of the personnel of the Service Provider is not at risk at any time.
- d) The access to the railway line may be difficult and prospective tenderers must acquaint themselves with the conditions on site.

## 4. TO BE SUPPLIED BY TRANSNET FREIGHT RAIL

- a) All material (2<sup>nd</sup> hand P2 concrete sleepers).
- b) The Service Provider must fetch the material from the depot and sort them if required.

## 5. TO BE SUPPLIED BY THE CONTRACTOR

- a) A track master and two flagmen contractors must be provided.
- b) All labourer's, tools, equipment, transport and supervision for the work as described.
- c) Two A4 size triplicate carbon copy books. In one book, site instructions will be recorded. The other book shall be used by the Service Provider as a diary for recording day by day the state of the weather, the work completed each day and full details of any circumstance which may affect the progress of the work. The original sheet of each set of three pages will be

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removed from both books and retained by the Transnet Freight Rail representative. The Service Provider may remove the second sheet but the third sheet must be retained on the site until completion of the work, where after it shall be handed over to the Transnet Freight Rail representative.

- d) Crane truck on site to load and transport sleepers on the stacking area.

## 6. **PROGRAM / DURATION FOR THE EXECUTION OF THE WORK**

- a) The work is to commence immediately after the contract has been awarded.  
b) This is to afford time for occupation applications.

## 7. **RESPONSIBILITIES**

- a) The Track Master will be responsible for:
- Management of occupations;
  - Provide protection with his flagman;
  - Assure the correct quality of the work;
  - Oversee safe passage of trains;
  - Delivery of all the materials provided by Transnet Freight Rail to site, except sleepers;
  - Communication with Operations;
  - They must put speed restrictions to allow the track to be consolidated.
  - The daily use of the site instruction book and site diary book;
  - Completion of SAP 02 replacement forms for released or scrapped material.
- b) The Service Provider shall be responsible for:
- All the works as stated in this specification;
  - The quality of the works;
  - His own personnel, transport and equipment;
  - Safe keeping of the tools and equipment during the contract;
  - Daily recording in the site diary of all materials received, transported, removed from the track, installed in the track as well as recording of daily weather or any conditions that may have an influence on productivity;
  - The use of protective clothing and adherence to the safety rules and regulations of Act 85;
  - Supply of competent and trained personnel;
  - Distribution of 2<sup>nd</sup> hand P2 sleepers to position where they must be installed;
  - Accommodation for own labourer's if applicable;
  - Moving and stacking of redundant sleepers in packs of 5 at designated area as indicated by Transnet Freight Rail representative;

They must transport released material and delivery to a store at Empangeni Depot as directed by Transnet Freight Rail representative.

## 8. **SAFETY OF STAFF AND PROTECTION OF TRAINS**

- The safety of the public, and the Service Provider's own staff shall be the primary responsibility of the Service Provider. The Service Provider will therefore ensure that a competent supervisor will oversee the safe running and completion of the works and related activities.
- The person in charge of the occupation (taking occupations, placing flagmen, declaring the track safe for the passage of trains, canceling the occupation and recalling the flagmen, communication with train traffic control with regards to

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occupation matters as well as the issue and control of detonators) on the work site, will be a competent Transnet Freight Rail employee reporting to the Depot Engineer.

- The Service Provider will provide all protection required for the safe working of his personnel and safe passage of trains. This protection will be in the form of the sentinel which must warn the workers with an audible sound device of the approach of a train and which must ensure that all workers and equipment is cleared for safe passage of trains.
- During and after completion of each day's work, the Service Provider will make sure that all work is completed to ensure the safety of the track for the passage of trains. In the event that this is not possible, the Service Provider will inform the responsible Transnet Freight Rail representative who will make the necessary arrangements to complete the work. All costs involved to complete the works will be for the Service Provider's account.
- The Service Provider shall further ascertain himself/herself of any other safety and/or security regulations which may be applicable to the area in which the work is undertaken and shall comply with such regulations at all times including all the safety clause of Act 85 of 1993 as applicable to the type of work being performed.
- The Service Provider will issue all workers employed by him/her with the necessary protective clothing applicable to the type of work being performed. These are to be worn at all times while on site.
- It is further required from the Service Provider to submit to the Transnet Freight Rail representative a Safety Plan and Risk Assessment covering all the aspects of safety on site and safe working methods within 1 calendar week of receiving his/her letter of appointment.
- The Service Provider will also be responsible to provide the necessary fire fighting equipment to prevent fires, which may be started by welding or grinding work.
- The Service Provider is reminded that working adjacent to railway lines is hazardous and has to be treated as such.
- A speed restriction of 15km/h will be imposed across the work site.

#### 9. **INSURANCE OF WORKS**

- a) The Service Provider shall take every precaution to protect the Works against damage of any kind and not to cause damage to property or injury to any person as a result of his/her execution of the works.
- b) The Service Provider shall, in his/her own interests, obtain insurance of his/her own site establishment, materials, plant, equipment and tools as well as insurance for his/her motor vehicles and the common law liabilities of the Service Provider as an employer, for the duration of the contract.
- c) Transnet Freight Rail accepts no responsibility for any veldt fires during the execution of the work as stated in the contract.
- d) Transnet will arrange insurance for public liability.

#### 10. **TEMPORARY CAMPS**

No facilities are available and the Service Provider must arrange for all facilities needed and this must be included in the tender price. No camping on Transnet Freight Rail's premises will be allowed.

#### 11. **FINAL INSPECTION OF THE WORK**

- a) A final inspection of the work will be done within seven working days after the Service Provider has notified the Transnet Freight Rail representative in charge of the contract in writing that the work has been completed.
- b) The work shall only be accepted if the railway line is in the "A" standard at the stage of inspection.
- c) If the work is found to be satisfactory and Transnet Freight Rail land is left in the same condition as found, a Certificate of Completion will be issued and the Service Provider will be considered completed.

#### 12. **MEASUREMENT AND PAYMENT**

- a) The rate tendered will include removal of damaged the old sleepers from track and stacking thereof, formation preparation for 2<sup>nd</sup> hand P2 concrete sleeper, installation of replacement 2<sup>nd</sup> hand P2 concrete sleeper, installation of 2<sup>nd</sup> hand rails and all related works.
- b) Payment will be made for every 2<sup>nd</sup> hand P2 concrete sleeper correctly installed as required by this specification.

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

\_\_\_\_\_  
Date & Company Stamp

**13. SITE INSPECTION**

- a) A briefing meeting will be held on 1 October 2014 at Empangeni Depot
- b) The Project Manager for this contract will be Mr. Mawethu Mcotho, Maintenance Manager, and he can be contacted on cell no. 083 695 8797 in this regard.
- c) The Transnet Freight Rail representative for the site meeting will be Mr. Kusaselihle Zungu and he can be contacted on 060 544 5916.

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Respondent's Signature

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**ANNEXURE D - CERTIFICATE OF ATTENDANCE OF RFQ BRIEFING**

**RFQ FOR THE SUPPLY OF  
REPLACEMENT OF SECOND HAND P2 CONCRETE SLEEPERS AND SECOND HAND  
RAILS**

It is hereby certified that –

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

Representative(s) of \_\_\_\_\_ *[name of entity]*  
attended the RFQ briefing in respect of the proposed Goods to be supplied in terms of this RFQ on  
\_\_\_\_\_ 20\_\_

\_\_\_\_\_  
TRANSNET'S REPRESENTATIVE

\_\_\_\_\_  
RESPONDENT'S REPRESENTATIVE

DATE \_\_\_\_\_

DATE \_\_\_\_\_

EMAIL \_\_\_\_\_

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

\_\_\_\_\_  
Date & Company Stamp

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