



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

**REQUEST FOR QUOTATION ("RFQ")**

**RFQ NUMBER: CRAC-NCI-7424**

**REPAIRS TO FENCE VOLKRUST 07AH152J**

ISSUE DATE	:	16 MAY 2011
CLOSING DATE	:	31 MAY 2011
OPTION DATE	:	30 AUGUST 2011
CLOSING TIME	:	10H00
BRIEFING DATE	:	25 MAY 2011
BRIEFING TIME	:	11H00
VENUE	:	INFRA DEPOT VOLKRUST

**FOR DIRECTIONS PLEASE CONTACT : MR SAREL DU PREEZ (083 704 1726)**

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

**TENDER ENVELOPE TO BE MARKED AS FOLLOWS:**

**RFQ NUMBER:CRAC-NCI-7424**

**REPAIRS TO FENCE VOLKRUST 02AH152J**

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



**REQUEST FOR QUOTATION ("RFQ")**

**RFQ NUMBER :CRAC-NCI-7424**

**REPAIRS TO FENCE VOLKRUST 02AH152J**

**SCHEDULE OF DOCUMENTS**

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



## SECTION 1

### REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER : CRAC-NCI-7424

### REPAIRS TO FENCE VOLKRUST 02AH152J

#### NOTICE TO BIDDERS

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

On or after 16/05/2011 the RFQ documents may be inspected at, and are obtainable from the office of TRANSNET Freight Rail Tender Advice Centre, Ground Floor, Inyanda 1, 21 Wellington Road, Park town.

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.

NOTE: This amount is not refundable.

Receipts to be presented prior to collection of the RFQ

**PPE SAFETY CLOTHING MUST BE WORN AT ALL TIMES ON SITE**

A **COMPULSORY** information meeting will be held at the following venue:

VENUE : INFRA DEPOT

VOLKRUST

Time : 11h00

Date : 25 MAY 2011

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 : Esther Tyam/  
Tel : (011) 773 8557  
Email : Esther.Tyam@transnet.net

Tenders in duplicate must reach the Chairperson, TRANSNET Freight Rail Acquisition Council, Po box 4244, Johannesburg 2000 before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

Tender No	: CRAC-NCI-7424
Description	: REPAIRS TO FENCE VOLKRUST 02AH152J
Closing date and time:	31 MAY 2011 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, Park town, Johannesburg and should be addressed as follows:

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

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.
1. Please note that this RFQ closes punctually at 10:00 on Tuesday **31 MAY 2011**.
  2. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
  3. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED
  4. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
  5. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
  6. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.
  7. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

R.....

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

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

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

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

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

**DTI BBBEE UNIQUE PROFILE NUMBER:**

.....

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

## 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 Rand
- 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.**

<p><b>FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS MAY RESULT IN THE PROPOSAL BEING REJECTED.</b></p>
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## 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 contract / items 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 the 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 Trans net's Legal Counsel.**

NAME OF RESPONDENT:

PHYSICAL ADDRESS:

Indent'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' employees to  
TIP-OFFS ANONYMOUS: 0800 003 056**



## SECTION 2

### REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER :CRAC-NCI-7424

REPAIRS TO FENCE VOLKRUST 02AH152J

#### REQUISITION FOR QUOTATION

COMPANY

NAME:

.....  
 .....  
 .....  
 .....

Tel (011)

Fax (011)

ISSUE DATE      16 -05- 2011

CLOSING

DATE              31- 05- 2011 (10h00)

SUPPLY CHAIN SERVICES

Contact:      Esther Tyam

Tel: 011 773 8557

Fax:011 773-2020

Prices in South African currency, including all costs.

Direct to  
consignees

ITEM NO:

DESCRIPTION

1.

REPAIRS TO FENCE VOLKRUST 02AH152J

Total price for the service

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

3. Direct delivered to:

**VOLKRUST**

4.Contact person:

Esther Tyam 011 773-8557/083 7041726 SAREL

#### 5.COMPULSARY 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 it's a copy must be certified.If **Not** your tender will not be considered.

a) Tax Clearance Certificate

b) Supplier Declaration Form

c) Current Vat Registration No.

d) BBBEE level certification and Score Card

SIGNATURE OF TENDERER: \_\_\_\_\_ Date: \_\_\_\_\_

**6. FRAUD HOTLINE**

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

Hotline telephone: 0800 003 056

Email: [transnet@tip-offs.com](mailto:transnet@tip-offs.com)

Fax: 0800 007 788

**All information received will be treated with the utmost confidentiality**

## **7. BUSINESS ADJUDICATION CRITERIA:**

**7.1."Order winning criteria"**

7.1.1.competitive pricing

**7.2."Technical"**

**7.3. Compliance to specification**

**7.4. Delivery/ schedule**

**7.2.1 Previous reference**

**7.3."BBBEE"**

7.3.1.Provide BBBEE level Certification

**SIGNATURE OF TENDERER:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER : CRAC-NCI-7424

REPAIRS TO FENCE VOLKRUST 02AH152J

### CERTIFICATE OF ATTENDANCE

#### 8. RFQ SITE MEETING:

A **COMPULSORY** information meeting will be held at the following venue:

**PPE SAFETY CLOTHING MUST BE WORN ON SITE**

VENUE : INFRA DEPOT

VOLKRUST

Time : 11H00

Date : 25 MAY 2011

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

**Contact people on sites: (Esther Tyam)**

#### 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:**



REFERENCES: \_\_\_\_\_

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**COMPANY INFORMATION**

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

Tenderes 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

**SIGNATURE OF TENDERER:**

**Date:** \_\_\_\_\_

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**REQUEST FOR QUOTATION ("RFQ")**

**RFQ NUMBER : CRAC-NCI-7424**

**REPAIRS TO FENCE VOLKRUST 02AH152J**

**SCOPE OF WORK**

**"PREVIEW COPY ONLY"**

**SIGNATURE OF TENDERER:**

**Date:** \_\_\_\_\_

TRANSNET LIMITED

(REGISTRATION NO. 1990/000900/06)

TRADING AS Transnet Freight Rail

**NB: CONTRACTORS PLEASE NOTE: DO NOT TAKE INSTRUCTIONS FROM CLIENTS ON SITE ONLY FROM MAINTENANCE SUPERVISORS.**

**07AH152J Volksrust old sub station**

SCHEDULE OF WORK AND PRICES					
	Description	Quantity	Unit	Price	Amount
1	Site establishment		Job		
2	Ground must be leveled before excavations started and all vegetations 1m of either side in line with fence	570	M		
3	Extra over excavation in soft rock		M <sup>3</sup>		
4	Remove existing diamond mesh fence and barbed wire complete	190	M		
5	Supply and erect 1.8m high welded razor fence as specified all inclusive corner, intermediate, straining posts and droppers all inclusive	190	M		
6	Supply and erect galvanized double gates [Butterfly] gates 1/6.00 x 1.80m long as per spec. [2/ 3.00x1.80m]	1	Job		
7	Supply and erect galvanized single gate 1/1.00x1.80m		Job		
8	Supply and erect galvanized sliding gate 1/6.00x180m long as per spec		Job		
	Act 85 safety must be adhered to all times				
	All work to be done according to SABS standards				
	Leave area clean and neat				
Received _____:		<b>GROSS TOTAL R</b> _____			
Opened on _____		<b>14% V.A.T.</b> R _____			
Witness: _____		<b>AMOUNT DUE</b> R _____			
Witness: _____					

# SPECIFICATIONS

1. Site establishment
2. Ground must be level before excavations started and all vegetations 1m of either side in line with fence.
3. Extra over excavation in soft rock
4. 4.Remove existing diamond mesh fence and barbed wire complete
5. Supply and erect 1.8m high welded razor fence as specified all inclusive corner, intermediate straining posts and droppers all inclusive.
6. Supply and erect galvanized double gates (butterfly gates 1/6.00 x1.8m long as per spec 2/3.00 x.180m)
7. Act 85 safety must be adhered to at all times.
8. All work to be done accordingly to SABS standards
9. LEAVE AREA CLEAN AND NEAT AFTER COMPLETION

“PREVIEW COPY ONLY”

**NOTICE TO TENDERERS**

TENDERS ARE INVITED FOR THE: **REPAIRS TO FENCE VOLKRUST 02AH152J**

1. On or after **16 MAY 2011** tender documents may be inspected at and are obtainable from the office of the Tender Advise Centre, 21 Wellington Road , Inyanda 1 Ground Floor Parktown.

NOTE: No facsimile tenders/quotations will be accepted.

2. A site inspection can be arranged by contacting : **Mr SAREL DU PREEZ Tel: 083 704 1726.**
3. Tenders must reach the office of the Production Tender Advise Centre, Ground Floor, 21 Wellington Road, Parktown before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

- (a) Tender No. **CRAC-NCI-7424**
- (b) Description of work. **REPAIRS TO FENCE VOLKRUST 02AH152J**
- (c) Closing date of tender. **31 MAY 2011**

4. 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 office before the closing time of the tender. In the event of the late receipt of a tender, the Tenderer's franking machine impression will not be accepted as proof that the tender was posted in time.
5. If delivered by hand, the envelope must be addressed to the Tender Advise Centre Ground 21 Wellington Road, Parktown, and handed in at this address before the closing time during the following office hours:

Mondays to Fridays: 07:30 to 12:45  
13:30 to 15:50

6. Please note that this tender closes punctually at **10:00 on 31 MAY 2011**
7. If tenders are not posted or delivered as stipulated herein, such tenders will not be considered and will be returned as "**late**" tenders.
8. Any telegraphic or telex tender stating clearly therein the tender number, name of Tenderer, the service and the amount of the tender, must be dispatched in time for delivery to the destination by the South African Post Office Limited before the closing hour of the tender, and be confirmed by the submission of the official tender documents posted or delivered by courier not later than the day before the closing date of the tender.
9. N/A
10. Telegraphic or telex tenders from sources outside the Republic of South Africa will be considered on the aforementioned conditions, provided that the confirmation is forwarded by the quickest means, viz., by airmail where possible.
11. Transnet does not bind itself to accept the lowest or any tender/quotation nor will it disclose the successful tenderer's tender price or any other tendered prices, as this is regarded as confidential information, moreover Transnet reserves the right to accept the whole or part of a tender. Transnet also



reserve the right to negotiate terms and conditions with all, or a short listed group of contenders, should it be deemed necessary.

All unsuccessful Tenderers will, however, on award of business to the successful Tenderer, be informed of the reason for the rejection of their tender, for example, price, quality, delivery period, etc.

12. Envelopes must not contain documents relating to any tender other than that shown on the envelope.
13. No slips are to be attached to the tender documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions must not be made by the Tenderer to the actual tender documents.
14. The attention of Tenderers is directed to all the various documents comprising these tender documents and including, inter alia, General Conditions of Contract, Special Conditions of Contract and Specifications and Bills and/or Schedule of Quantities and/or Prices. Particular attention must be given to –  
  
Clauses 6, 25 and 26 of the General Conditions of Contract (Minor Works) (Transnet 287) and other clauses dealing with sufficiency of tenders and terms of payment which will be applicable to the contract to be concluded as a consequence of this tender enquiry.
15. Unless otherwise stated in any of these tender documents, Tenderers are required to submit an offer, complete in every respect and fully in compliance with the specifications. If, in a Tenderer's opinion, justification exists for the submission of one or more alternative tender(s) such offer(s) must, as in the case of the main tender(s), be completed in every respect.
16. The attention of Tenderers is also directed to the General Conditions of Contract, in terms of which Transnet Limited will effect and pay for insurance of the WORKS and/or Public Liability (third party) Insurance.
17. N/A
18. Tenderers are required to give a list of major items of plant and/or equipment to be used in the execution of the WORKS and must complete the plant statement E.4D **where this is attached to the tender documents.**
19. No tender will be considered unless certificate E.4A is signed by the tenderer stating that he has acquainted himself with the contract documents.
20. Tenderers must furnish proof that they have had actual experience in the class of work for which
21. they are tendering and must submit with the tender, on form E4c, a statement of works recently and successfully carried out.
22. Tenders will be opened in public as soon as practicable after the expiry of the time advertised for receiving them and the name of each Tenderer will be read out.
23. Tenderers are warned that a tender will be liable to disqualification should any attempt be made by a Tenderer either directly or indirectly to canvass any officer(s) or employees of Transnet Limited in respect of a tender between the date the tender is submitted and the date of the award.
24. A Tenderer may, however, at any time communicate with the tender advise centre, at telephone no. (011) 584-9231 on any matter relating to his tender.
25. When a Tenderer has been notified by telegraph or letter of the acceptance of his tender the South African Post Office Limited and/or Telkom SA Limited shall be regarded as the agent of the Tenderer, and delivery of such acceptance to the South African Post Office Limited and/or Telkom SA Limited

shall be considered as delivery to the Tenderer unless the Tenderer should indicate to the contrary in any letter accompanying the tender.

- 26 Compliance of tender(s) with Transnet's Limited requirements is the sole responsibility of the Tenderer and any costs incurred in subsequent modifications to or replacement of equipment accepted by Transnet Limited in good faith on the grounds of certified compliance with specified standards by the contractor and in fact found to be inadequate in such respects, will be to the relevant Tenderer's account.
- 27 Tenderers shall give a clause-by-clause comment as to whether or not their tender complies. If not, how it differs from the specification(s). Failure to do so may preclude a tender from consideration.
- 28 The attention of Tenderers is particularly directed to the necessity to complete the "**Labour Payment Schedule**", "**The Tender form**" and "**Resolution of Board of Directors**", where these documents are included in the tender.
- 29 Tenders submitted by Tenderers must be neatly bound and the inclusion of loose documents must be avoided.
- 30 Tenderer's must state in their tenders the percentage, of the total contract value, that will be allocated to previously disadvantaged/underprivileged enterprises and /or communities in the vicinity where contract works are to be executed, should they be successful in winning this tender. A breakdown of the distribution of the aforementioned percentage must also be furnished.
- 31 It is specifically recorded that this contract is awarded to the contractor/supplier on the unequivocal understanding by the parties that

- 31.1 black and/or BEE contractors/suppliers shall for purpose of this contract mean South African companies (business entities) owned by, or in part owned by, South African citizens of African, Coloured or Indian origin;
- 31.2 the black ownership constitutes \_\_\_\_\_ percent (%) of the business concern of the contractor/supplier;
- 31.3 the contractor/supplier shall furnish proof of 30.2 above to Transnet;
- 31.4 the contractor/supplier has familiarized itself with Transnet's Black Economic Empowerment Policy and undertakes to abide by the requirements thereof during the currency of this contract;
- 31.5 should the aforesaid degree of black ownership, at any time after the awarding of the contract, change, and this change reflects a decrease from that specified in the sub-clause 30.2, above, then and in such event the contractor/supplier, shall be obliged to inform Transnet (Freight Rail) thereof in writing within two (2) weeks of such change. Failure on the part of the contractor/supplier to do so shall constitute a material breach of the contract which shall entitle Transnet (Freight Rail) to unilaterally cancel the contract and enforce such other rights as it may in law have arising out of such breach of contract; and
- 31.6 in the event of the black ownership of the contractor/supplier being changed and the contractor/supplier duly informing Transnet (Freight Rail) thereof in accordance with Sub-clause 30.5 above, then Transnet (Freight Rail) shall have the right to (1) continue with the contract on the same terms and conditions, or (2) propose such amendments as it may deem fit for the remaining period of the contract or (3) resile from the contract.
- 32 Transnet fully endorses and supports the Government's Black Economic Empowerment Programme. We are strongly of the pinion that all South African Business Enterprises have an obligation to redress the imbalances of the past and Transnet will therefore prefer to do business with local business enterprises, which share these same values. To this end Transnet will seriously reconsider continued business relationships with such local business enterprises who do not at least have a 26% Shareholding by previously disadvantaged individuals/groups, or who are not prepared to channel at least 26% of the contract value to such BEE Companies by means of legitimate sub-contracting or JV agreements. Transnet therefore reserves the right to request documentary proof of such BEE empowerment endeavors and to verify and monitor that such endeavors in fact materialize into real development and upliftment of the historically disadvantaged individuals and groups.

**Tender No.: CRAC-NCI-7424****(To be completed by tenderers)****NAMES OF DIRECTORS OF COMPANIES/MEMBERS OF CLOSE CORPORATIONS OR PARTNERS OF PARTNERSHIPS**

Tenderers must disclose hereunder the full name/s and address/es of the director/s of the company, member/s of the close corporation or partner/s of the partnership on whose behalf the tender is submitted.

Registration number of \*company/close corporation/partnership: -

Date of incorporation: -

*NB. IT IS COMPULSORY IN THE CASE OF A FEMALE DIRECTOR/MEMBER OR PARTNER TO FURNISH HER MAIDEN NAME AND IF APPLICABLE, HER PREVIOUS MARRIED NAMES*

**FULL NAME OF DIRECTOR/MEMBER OR PARTNER: - ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is there any family or direct relationship between any of the above-mentioned directors, members or partners and any employee of Transnet Limited? :-

\* YES/NO If so, full particulars of such relationship should be furnished separately.

Failure to furnish all or correct information may lead to the disqualification of a tender. If the space is insufficient for all the relevant information, tenderers must furnish the required information separately.

SIGNATURE OF TENDERER/S : \_\_\_\_\_

ADDRESS OF REGISTERED OFFICE : \_\_\_\_\_

DATE: \_\_\_\_\_

\* (Delete whichever is not applicable)



**TRANSNET LIMITED**  
(REGISTRATION NO. 90/000900/06)  
**TRADING AS TRANSNET FREIGHT RAIL**

**TENDER No: CRAC-NCI-7424**

**REPAIRS TO FENCE VOLKRUST 02AH152J**

**RESOLUTION OF BOARD OF DIRECTORS**

Name of firm \_\_\_\_\_

It was resolved at a meeting of the Board of Directors held on \_\_\_\_\_ that

**FULL NAME(S)**

**SIGNATURE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

in his/her/their capacity of \_\_\_\_\_ is/are hereby authorised to enter into, sign and execute and complete any documents relating to Tenders and/or Contracts for the supply of goods and services.

Confirm: DATE \_\_\_\_\_

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

\_\_\_\_\_  
**CHAIRMAN**

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

\_\_\_\_\_  
**SECRETARY**

Certified true copy:

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
**COMMISSIONER OF OATHS**

**CERTIFICATE OF ACQUAINTANCE WITH CONTRACT DOCUMENTS**

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

Hereby certify that I/we acquainted myself/ourselves with the E5, E5 (MW) or E160 Contract Conditions, Special Conditions of Contract and specifications, and bills of quantities/schedule of quantities/schedule of prices, together with the drawings enumerated therein, as laid down by Transnet for the carrying out of the proposed works for which I/we submitted my/our tender.

I/We furthermore agree that Transnet will recognize no claim from me/us for relief based on an allegation that I/we overlooked any tender condition or failed to take it into account for the purpose of calculating my/our tender prices or otherwise.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2011 .

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
**TENDERER(S)**

**SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE  
WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT  
(ACT 85 OF 1993) AND APPLICABLE REGULATIONS**

**1. General**

- 1.1 The Contractor and Transnet Limited (hereinafter referred to as “Transnet”) are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (the Act) and applicable Regulations.
- 1.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. He shall, before commencement with the execution of the contract work, comply with the provisions set out in the Act, and shall implement and maintain a Health and Safety Plan as described in the Construction Regulations, 2003 and as approved by Transnet, on the Site and place of work for the duration of the Contract.
- 1.3 The Contractor accepts his obligation to complying fully with the Act and applicable Regulations notwithstanding the omission of some of the provisions of the Act and the Regulations from this document.
- 1.4 Transnet accepts, in terms of the Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and Technical Officer or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Works.
- 1.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

**2. Definitions**

- 2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -
- 2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "**Construction Work**", which, in terms of the Construction Regulations, 2003 means any work in connection with: -
  - (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
  - (c) the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;

- (d) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (e) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

- 2.3 **“competent person”** in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered as per the South African Qualifications Authority Act, 1995 these qualifications and training shall be deemed to be the required qualifications and training;
- 2.4 **“contractor”** means principal contractor and **“subcontractor”** means contractor as defined by the Construction Regulations, 2003.
- 2.5 **“fall protection plan”** means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods applied to eliminate the risk;
- 2.6 **“health and safety file”** means a file, or other record in permanent form, containing the information required to be kept on site in accordance with the Act and applicable Regulations;
- 2.7 **“Health and Safety Plan ”** means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;
- 2.8 **“Risk Assessment”** means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 2.9 **“the Act”** means the Occupational Health and Safety Act No. 85 of 1993.

### **3. Procedural Compliance**

- 3.1 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-

- (a) includes the demolition of a structure exceeding a height of 3 metres; or
- (b) includes the use of explosives to perform construction work; or
- (c) includes the dismantling of fixed plant at a height greater than 3m,

and shall also notify the Provincial Director in writing when the construction work exceeds 30 days or will involve more than 300 person days of construction work and if the construction work:-

- (a) includes excavation work deeper than 1m; or
- (b) includes working at a height greater than 3 metres above ground or a landing.

- 3.2 The notification to the Provincial Director shall be on a form similar to Annexure A of the



Construction Regulations, 2003, also shown in Annexure 1 of this Specification. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, Technical Officer or employee.

- 3.3 The Contractor shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 2 of this Specification and deliver copies thereof to the Technical Officer. Copies should also be retained on the health and safety file.
- 3.4 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Technical Officer.
- 3.5 In the case of a self-employed Contractor or any subcontractor who has the appropriate competencies and supervises the work himself, the appointment of a construction supervisor in terms of regulation 6.1 of the Construction Regulations, 2003 will not be necessary. The Contractor shall in such a case execute and sign a declaration, as in Annexure 3, by which he personally undertakes the duties and obligations of the "Chief Executive Officer" in terms of section 16(1) of the Act.
- 3.6 The Contractor shall, before commencing any work, obtain from the Technical Officer an access certificate as in Annexure 4 executed and signed by him, permitting and limiting access to the designated site or place of work by the Contractor and any subcontractors under his control.
- 3.7 Procedural compliance with Act and Regulations, as above, shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the Technical Officer with full particulars of such subcontractors and shall ensure that they comply with the Act and Regulations and Protekon's safety requirements and procedures.

#### **4. Special Permits**

Where special permits are required before work may be carried out such as for hotwork, isolation permits, work permits and occupations, the Contractor shall apply to the Technical Officer or the relevant authority for such permits to be issued. The Contractor shall strictly comply with the conditions and requirements pertaining to the issue of such permits.

#### **5. Health and Safety Programme**

- 5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -
- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;
  - (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
  - (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no

employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.

- 5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.
- 5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:
- (a) The identification of the risks and hazards that persons may be exposed to;
  - (b) the analysis and evaluation of the hazards identified;
  - (c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
  - (d) *a monitoring and review plan.*
- 5.4 The Health and Safety Plan shall include full particulars in respect of: -
- (a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;
  - (b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
  - (c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;
  - (d) the site access control measures pertaining to health and safety to be implemented;
  - (e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Technical Officer with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and
  - (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.
- 5.4 The Health and Safety programme shall be subject to the Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The

Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.

- 5.5 The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed to between them, but at least once every month.
- 5.6 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.
- 5.7 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.
- 5.8 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

## **6. Fall Protection Plan**

- 6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;
- 6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.
- 6.3 The fall protection plan shall include:-
  - (a) A Risk Assessment of all work carried out from an elevated position;
  - (b) the procedures and methods to address all the identified risks per location;
  - (c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;

- (d) the training of employees working from elevated positions; and
- (e) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.

## **7. Hazards and Potential Hazardous Situations**

The Contractor and the Technical Officer shall immediately notify one another of any hazardous or potentially hazardous situations which may arise during performance of the Contract by the Contractor or any subcontractor and, in particular, of such hazards as may be caused by the design, execution and/or location and any other aspect pertaining to the contract work.

## **8. Health and Safety File**

- 8.1 The Contractor shall ensure that a health and safety file is opened and kept on site and shall include all documentation required as per the Act and applicable regulations, and made available to an inspector, the Technical Officer, or subcontractor upon request.
- 8.2 The Contractor shall ensure that a copy of the both his Health and Safety Plan as well as any subcontractor's Health and Safety Plan is available on request to an employee, inspector, contractor or the Technical Officer.
- 8.3 The Contractor shall hand over a consolidated health and safety file to the Technical Officer upon completion of the Construction Work and shall in addition to documentation mentioned in the Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.



## **ANNEXURE 1**

### **OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**

#### **Regulation 3(1) of the Construction Regulations**

#### **NOTIFICATION OF CONSTRUCTION WORK**

- 
- 
- 1(a) Name and postal address of principal contractor: \_\_\_\_\_
- (b) Name and tel. no of principal contractor's contact person: \_\_\_\_\_
2. Principal contractor's compensation registration number: \_\_\_\_\_
- 3.(a) Name and postal address of client: **TFR PRODUCTION MANAGER, PROPERTY TECHNICAL JOHANNESBURG**
- (b) Name and tel no of client's contact person or agent:  
**SAREL DU PREEZ :Tel: 011 773 7186 or Mobile: 083 704 1726**
- 4.(a) Name and postal address of designer(s) for the project: \_\_\_\_\_
- (b) Name and tel. no of designer(s) contact person: \_\_\_\_\_
5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6(1). \_\_\_\_\_
6. Name/s of principal contractor's construction sub-ordinate supervisors on site appointed in terms of regulation 6(2). \_\_\_\_\_
7. Exact physical address of the construction site or site office: \_\_\_\_\_
8. Nature of the construction work: \_\_\_\_\_
9. Expected commencement date: \_\_\_\_\_
10. Expected completion date: \_\_\_\_\_
11. Estimated maximum number of persons on the construction site: \_\_\_\_\_

12. Planned number of contractors on the construction site accountable to the principle contractor:

\_\_\_\_\_

13. Name(s) of contractors already chosen.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Principal Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

\* THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

\* **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.



**ANNEXURE 2**

**(COMPANY LETTER HEAD)**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) :**

**SECTION/REGULATION:** \_\_\_\_\_

**REQUIRED COMPETENCY:** \_\_\_\_\_

In \_\_\_\_\_ terms \_\_\_\_\_ of  
\_\_\_\_\_, I, \_\_\_\_\_

representing the Employer) do hereby appoint \_\_\_\_\_

As the Competent Person on the  
premises at \_\_\_\_\_

(physical address) to assist in compliance with the Act and the applicable Regulations.

Your designated area/s is/are as follows: -

**REPAIRS TO FENCE VOLKRUST 02AH152J**

**Date:** \_\_\_\_\_

**Signature: -** \_\_\_\_\_

**Designation: -** \_\_\_\_\_

---

**ACCEPTANCE OF DESIGNATION**

*I, \_\_\_\_\_ do hereby accept this Designation and  
\_\_\_\_\_ acknowledge that I  
understand the requirements of this appointment.*

**Date:** \_\_\_\_\_

**Signature: -** \_\_\_\_\_

**Designation: -** \_\_\_\_\_



**ANNEXURE 3**

**(COMPANY LETTER HEAD)**

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993):**

**DECLARATION**

In terms of the above \_\_\_\_\_ am personally assuming the  
Act I, \_\_\_\_\_ duties  
and obligations as Chief Executive Officer, defined in Section 1 of the Act and in terms of  
Section 16(1), I will, as far as is reasonably practicable, ensure that the duties and obligations  
of the Employer as contemplated in the above Act are properly discharged.

**Signature: -** \_\_\_\_\_

**Date:** \_\_\_\_\_

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## GENERAL CONDITIONS OF CONTRACT (PETTY CONTRACT)

1. The Contractor shall carry out the work in accordance with the attached Contract Specifications and in a thorough and workmanlike manner. The final acceptance of the work rests with Transnet's designated manager.
2. The Contractor shall supply all necessary labour, tools, equipment and material.
3. Should Transnet provide or make available any material and/or equipment, the Contractor shall be responsible for the correct and economical transport, storage and usage thereof. The cost of any loss or damage to Transnet equipment other than through normal wear and tear, and any uneconomical usage or loss of material provided by Transnet, will be recovered from the Contractor.
4. Should the Contractor fail to complete the work by the date or within the period stipulated in this agreement or by such extended date as may be allowed by Transnet in terms of clause 8, he shall pay to Transnet as penalties in terms of the Conventional Penalties Act of 1962 (as amended) the amount stated in the Tender Enquiry/Contract Document for each day or part thereof during which the work remains uncompleted.

Application for relief from the obligation to pay a penalty will only be considered by Transnet if the Contractor can prove to the reasonable satisfaction of Transnet that the penalty is out of proportion to the prejudice suffered by Transnet by reason of the act or omission in respect of which the penalty was stipulated.

5. No transport concessions will be allowed.
6. The obligation to take care of and protect 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, and the property and personnel of Transnet and all other persons from damage or injury, and to protect adjoining properties from trespass or damage during the progress of the work.

The risk of physical loss of or damage to the contract work, temporary works, materials and equipment to be incorporated into the works shall be borne by the Contractor and he shall arrange such insurances as may be necessary for the protection thereof.

Transnet will, in the case where a risk of legal liability for accidental death of or injury to third party persons and/or accidental loss of or damage to third party property may arise out of the carrying out of the contract work, arrange for such public liability insurance in the joint names of Transnet and the Contractor as is deemed necessary by Transnet.

The Contractor shall be responsible for obtaining insurance against loss of or damage to his own machinery tools, equipment, materials and site establishment and any consequential financial losses arising from such damage. The Contractor shall likewise arrange his own insurances in respect of motor vehicle liability and common law liabilities of the Contractor as an employer.

- 7.a) The Contractor shall comply with the Occupational Injuries and Diseases Act. (Act 130 of 1993) and any amendment thereof.
- 7.b) \*
  - (i) The Contractor shall observe and comply with the provisions of the Explosives Act. No. 26 of 1956 and any amendment thereof and with any regulations framed hereunder.
  - (ii) Blasting in the vicinity of open lines will be permitted only during intervals between trains. It will be controlled by a person appointed by Transnet, who will be in telephonic communication with the nearest station and whose instructions the Contractor shall carry out implicitly. The Contractor shall have labour available to clear any stones or debris deposited on the track by blasting and to repair any damage to the track immediately after occurrence thereof.

(\* **Delete if not applicable.**)

- 7.c) The Contractor shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993). The Contractor is, in terms of section 37(2) of Act 85 of 1993 deemed to be an employer in his own right with duties as prescribed in the said Act and agrees to ensure that all work will be performed or machinery and plant used in accordance with the provisions of the Act in respect of all persons in his employ, other persons on the premises or the site or place of the works or on the works to be executed by him and under his control in terms of the contract. The agreements in this contract and all documents attached or referred to, form an integral part of the arrangements and procedures mentioned in the aforementioned section.
- 7.d) The Contractor also undertakes to comply with any safety requirements of Transnet, as adopted from time to time, and instructed by the relevant project leader.
- 7.e) The Contractor shall at his own costs comply with the provisions of all such laws, Provincial Ordinances, Local Authority Bylaws and all relevant Regulations framed there under which are applicable to the work to be undertaken.
8. If the Contractor suffers delay or incurs extra expense as the result of delay on the part of Transnet in supplying such materials as are to be provided by it, or from any other cause, the Contractor shall inform Transnet within 48 hours of the commencement of the delay, and may, within 14 days after such delay has ended, apply in writing to Transnet for extra time and/or extra payment and Transnet shall after investigation grant such extension of time and/or authorise payment of such sum as is considered reasonably adequate to cover the delay or to compensate for the extra direct expense suffered by the Contractor. Transnet will grant such extension of time and/or authorise the payment of such sum, as it considers adequate to cover the delay suffered or to compensate the Contractor.
9. The Contractor shall not assign his obligations under the contract, nor sublet the contract work or any part thereof without the consent of the Manager. Breach of this condition will entitle Transnet to cancel the contract forthwith.

10. Any amount certified by the Manager as being recoverable from the Contractor in terms of any of the preceding clauses may, without prejudice to any other legal rights which Transnet may have, be deducted from any moneys due to the Contractor by Transnet whether under this contract or from any source whatsoever.

11. On completion of the work, the Contractor shall inform the Manager who will arrange a final inspection. If the work has been completed to his satisfaction, the Manager will issue a Certification of Completion and arrange payment of all moneys due to the Contractor by Transnet.

Except where expressly agreed to the contrary with Transnet, the Contractor requests and authorises Transnet to send any amount due to him by registered post to his known postal address or any other address requested in writing by the Contractor. The Contractor declares that the SA Post Office Limited acts as his representative and that the risk that such payment does not reach him after it has been sent by post lies totally with the Contractor.

12. Transnet may order alterations, extras, additions to or omissions from the works. The Contractor shall carry out or give effect to such orders from Transnet. The rates for such work shall be agreed between the Contractor and Transnet and where possible rates quoted in the schedule of work and prices shall form the basis, as far as may be reasonable, of such agreement.

13. If a dispute of any kind arises between the Contractor and any member of Transnet personnel in connection with the contract, the matter shall be referred to the designated Manager. The Manager shall decide the dispute and advise the Contractor accordingly.

The Manager's decision shall be final and binding upon the parties unless the Contractor has, within 14 days of the date thereof, notified Transnet in writing of his dispute of the decision, in which case the matter shall be referred to arbitration.

Such arbitration shall be by a single arbitrator who shall be selected by agreement between the parties or, failing such agreement, nominated on application of either party by the Chairperson for the time being of the Association of Arbitrators of South Africa.

The Arbitrator shall have unfettered discretion and jurisdiction to decide the procedure of the arbitration and the matter in dispute and his award shall be final and binding on the parties hereto.

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## SECTION 5

### REQUEST FOR QUOTATION ("RFQ")

**RFQ NUMBER : CRAC-NCI-7424**

**REPAIRS TO FENCE VOLKRUST 02AH152J**

#### RETURNABLE DOCUMENTS

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

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

**SIGNATURE OF TENDERER:**

**Date:** \_\_\_\_\_

## SECTION 6

### REQUEST FOR QUOTATION ("RFQ")

#### REPAIRS TO FENCE PRETORIA VOLKRUST 02AH152J

#### 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.**

Regards,

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

## Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Bank Account Number			
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)		< R5 Million		R5-35 million		> R35 million	
Does Your Company Provide		Products		Services		Both	
Area Of Delivery		National		Provincial		Local	
Is Your Company A Public Or Private Entity				Public		Private	
Does Your Company Have A Tax Directive Or IRP30 Certificate				Yes		No	
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							
<b>BEE Ownership Details</b>							
% 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							
<b>Duly Authorised To Sign For And On Behalf Of Firm / Organisation</b>							
Name					Designation		
Signature					Date		

Stamp And Signature Of Commissioner Of Oath			
Name		Date	
Signature		Telephone No.	

**NB:** Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products.

## 2. VENDOR TYPE OF BUSINESS

(Please tick as applicable)

(\* - Minimum requirements)

2.1	Indicate the business sector in which your company is involved/operating:		
Agriculture		Mining and Quarrying	
Manufacturing		Construction	
Electricity, Gas and Water		Finance and Business Services	
Retail, Motor Trade and Repair Services		Wholesale Trade, Commercial Agents and Allied Services	
Catering, accommodation and Other Trade		Transport, Storage and Communications	
Community, Social and Personal Services		Other (Specify)	
Principal Business Activity *			
Types of Services Provided			
Since when has the firm been in business?			

2.2	What is your company's annual turnover (excluding VAT)? *									
	<R20k	>R20k <R0.3m	>R0.3m <R1m	>R1m <R5m	>R6m <R10m	>R11m <R15m	>R16m <R25m	>R26m <R30m	>R31m <R34m	>R35m

2.3	Where are your operating/distribution centres situated *		

## 3. VENDOR OWNERSHIP DETAIL

(Please tick as applicable)

(\* - Minimum requirements)

3.1	Did the firm previously operate under another name? *		
YES		NO	

3.2	If Yes state its previous name:*	
Registered Name		

Trading Name	
--------------	--

<b>3.3</b>	<b>Who were its previous owners / partners / directors?*</b>
------------	--

SURNAME & INITIALS	ID NUMBERS

<b>3.4</b>	<b>List Details of current partners, proprietors and shareholders by name, identity number, citizenship, status and ownership as relevant: *</b>
------------	--

SURNAME & INITIALS	IDENTITY NUMBER	CITI-ZENSHIP	HDI	DIS – ABLED	GENDER	DATE OF OWNERSHIP	% OWNED	% VOTING

<b>3.5</b>	<b>List details of current directors, officers, chairman, secretary etc. of the firm: *</b>
------------	---

SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS – ABLED	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER

<b>3.6</b>	<b>List details of firms personnel who have an ownership interest in another firm: *</b>
------------	--

SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

<b>4. VENDOR DETAIL</b>
-------------------------

(Please tick as applicable) (\* - Minimum requirements)

<b>4.1</b>	<b>How many personnel does the firm employ? *</b>
------------	---

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

<b>4.1.1</b>	<b>In terms of above kindly provide numbers on women and disabled personnel? *</b>
--------------	--

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

<b>4.2</b>	<b>Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBBEE) in the Company *</b>			
	<b>SURNAME</b>	<b>INITIALS</b>	<b>DESIGNATION</b>	<b>TELEPHONE NO.</b>

<b>4.2.1</b>	<b>Is your company a value adding supplier (i.e. registered as a vendor under the VAT Act of 1991, where NPAT + total labour cost &gt; 25% of total revenue)?</b>		
YES		NO	

<b>4.2.2</b>	<b>Is your company a recipient of Enterprise Development Contributions?*</b>		
YES		NO	

<b>4.2.3</b>	<b>May the above mentioned information be shared and included in Transnet Supplier Database for future reference? *</b>		
YES		NO	

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

<b>4.2.5</b>	<b>If yes (above) kindly provide the following information:</b>					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

<b>4.2.6</b>	<b>In terms of above kindly provide numbers on woman and disabled personnel:</b>					
	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

<b>4.2.7</b>	<b>Are any of your members/shareholders/directors ex employees of Transnet?</b>		
YES		NO	

<b>4.2.8</b>	<b>Are any of your family members employees of Transnet?</b>		
YES		NO	

<b>4.2.9</b>	<b>If Yes to points 4.2.7 &amp; 4.2.8, list details of employees/ex-employees</b>				
SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM



## Internal Transnet Departmental Questionnaire (for office use only)

### Section 1: To be completed by the Transnet Requesting / Sourcing Department

TFR		TRE		TPT		TPL		TNPA		TRN	
Create		Amend		Block		Unblock		Once-Off / Emergency			
Extend		Delete		Undele							

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

a) What is being procured from the supplier?				
i. Products only	Yes		No	
ii. Services only	Yes		No	
iii. Labour only	Yes		No	
iv. Mix of services and products	Yes		No	
v. Mix of services and labour	Yes		No	

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

Yes		No	
-----	--	----	--

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

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

**I HEREBY CERTIFY THAT THE TRANSNET DETAILED PROCUREMENT PROCESS (DPP) / PROCUREMENT MECHANISM HAS IN ALL RESPECTS BEEN ADHERED TO AND I THEREFORE APPROVE THE PROPOSED VENDOR CREATION/APPROVAL/OTHER CHANGES TO BE EFFECTED ON THE VENDOR MASTER**

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

Tel No:		Fax	
---------	--	-----	--

### Section 2: To be completed by the BEE Department (this section is for Confirmation/Determining of BEE Status)

NARROW BASED (NB)				BROADBASED (BBBEE)									
BEE O/S	BWBE	DPBE	MR	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**

**REQUEST FOR QUOTATION ("RFQ")**

**RFQ NUMBER : CRAC-NCI-7424**

**REPAIRS TO FENCE VOLKRUST 02AH152J**

GENERAL TERMS AND CONDITIONS (CSS5 – GOODS)

**"PREVIEW COPY ONLY"**



**SECTION 8**

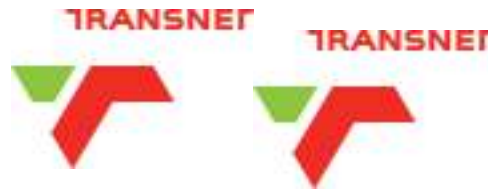
**REQUEST FOR QUOTATION ("RFQ")**

**RFQ NUMBER : CRAC-NCI-7424**

**REPAIRS TO FENCE VOLKRUST 02AH152J**

**STANDARD TERMS AND CONDITIONS OF CONTRACT (US7 – SERVICES)**

**"PREVIEW COPY ONLY"**



## SECTION 9

### REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER : CRAC-NCI-7424

REPAIRS TO FENCE VOLKRUST 02AH152J

### NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made the ..... day of ..... 2011

#### BETWEEN:

- (1) **Transnet Limited** ("Transnet") (Registration Number 1990/000900/06) whose registered office is at 49<sup>th</sup> 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 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 his 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”





## Suppliers Code of Conduct

PREVIEW COPY ONLY



## Suppliers Code of Conduct

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

These are:

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

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

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

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

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

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



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

Employees may not receive anything that is calculated to:

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

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

**Transnet is firmly committed to free and competitive enterprise.**

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

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

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





These include, but are not limited to:

- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
- Collusion;
- Failure to disclose accurate information required during the sourcing activity (ownership financial situation, BBBEE status, etc.);
- Corrupt activities listed above; and harassment, intimidation or other aggressive actions towards Transnet employees.

- >> Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence must be conducted and the supplier is expected to participate in an honest and straight forward manner.
- >> Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

### Conflict of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet. Examples are:

- >> Doing business with family members.
- >> Having a financial interest in another company in our industry.



Show that you support good business practice by logging onto [www.transnet-suppliers.net](http://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**