

## **Transnet Freight Rail**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

## **REQUEST FOR PROPOSAL (RFP)**

**FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK COUNTRYWIDE.**

<b>RFP NUMBER</b>	<b>: SIC23041CIDB (HOAC_VAR_45858)</b>
<b>ISSUE DATE</b>	<b>: 22 APRIL 2024</b>
<b>BRIEFING SESSION</b>	<b>: N/A</b>
<b>CLOSING DATE</b>	<b>: 07 MAY 2024</b>
<b>CLOSING TIME</b>	<b>: 10h00 am</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 30 JULY 2024</b>

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ENQUIRY: SIC23041CIDB (HOAC\_VAR\_45858)

DESCRIPTION OF THE SERVICES: **FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR COUNTRYWIDE.**

## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

Responses to this Tender [hereinafter referred to as a **Tender**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as a Tenderer].

<b>DESCRIPTION</b>	<b>FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR COUNTRYWIDE.</b>
<b>TENDER DOWNLOADING</b>	<p>This Tender may be downloaded directly from the National Treasury eTender Publication Portal <b>FREE OF CHARGE</b> at  <b>Transnet Freight Rail website on the following link;</b>  <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a>  <b>NOTE:</b></p> <ol style="list-style-type: none"> <li>It is the responsibility of the tenderer to ensure downloading or receipt of a complete RFP all specifications, drawings and annexures.</li> </ol>
<b>BRIEFING</b>	N/A
<b>CLOSING DATE</b>	<p><b>10:00am on 07 MAY 2024</b>  Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>
<b>VALIDITY PERIOD</b>	<p><b>Twelve (12) weeks Business Days from Closing Date: 30 July 2024</b>  Tenderers are to note that they may be requested to extend the validity period of their tender, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful Tenderer(s), the validity of the successful Tenderer(s)' bid will be deemed to remain valid until a final contract has been concluded.  <b>Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process</b></p>

#### 2. TENDER SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

a) The Transnet e-Tender Submission Portal can be accessed as follows:

- Log on to the Transnet eTenders management platform website (<https://transnetetenders.azurewebsites.net>);
- Click on "ADVERTISED TENDERS" to view advertised tenders;

- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
  - Click on "SIGN IN/REGISTER" - to sign in if already registered;
  - Toggle (click to switch) the "Log an Intent" button to submit a bid;
  - Submit bid documents by uploading them into the system against each tender selected.
  - **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**
- b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

### 3. **CONFIDENTIALITY**

All information related to this RFP is to be treated with strict confidentiality. In this regard, Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Works, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

### 4. **DISCLAIMERS**

Tenderers are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this Tender and/or its receipt of a tender offer. In particular, please note that Transnet reserves the right to:

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;

**TRANSNET FREIGHT RAIL**

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- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable (not market related);
  - 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
  - 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise, in the absence of other documents such as stamped bank letter confirmation financial support or credible funding organisations or institutions such as NEF, IDC;
  - 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
  - 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
  - 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
  - 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
  - 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
  - 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable **[T2.2-19- Breach of Law]** whether or not they have been found guilty of a serious breach of law during the past five [5] years.
  - 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
    - unduly high or unduly low tendered rates or amounts in the tender offer;
    - contract data of contract provided by the tenderer; or
    - THE CONTENTS OF THE TENDER RETURNABLES WHICH ARE TO BE INCLUDED IN THE CONTRACT.
5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.



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**6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE**

Tenderer are required to self-register on National Treasury's Central Supplier Database (CSD), which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. The CSD can be accessed at <https://secure.csd.gov.za/>. Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number..... and Unique registration reference number.....  
(Tender Data)



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RFP CLARIFICATION REQUEST FORM

RFP No: SIC23041CIDB (HOAC\_VAR\_45858)

RFP deadline for questions / RFP Clarifications: 12:00pm 30 April 2024

TO: Transnet SOC Ltd
ATTENTION: Governance, Transnet Freight Rail Tender Office
EMAIL: Prudence.Nkabinde@transnet.net
Cc: Lebogang.Modibedi@transnet.net
DATE:
FROM:

Indicate whether this query is general in nature and applicable to all service categories Yes [ ] No [ ]

- 1. For all clarification questions prior to the tender closing date and time, direct the communication to the RFP Administrator at Lebogang.Modibedi@transnet.net
2. For all clarification questions after the tender closing date and time, direct the communication to:

TO: Transnet SOC Ltd
ATTENTION: Governance, Transnet Freight Rail Tender Office
EMAIL: Prudence.Nkabinde@transnet.net
Cc: Lebogang.Modibedi@transnet.net
DATE:
FROM:

REQUEST FOR RFP CLARIFICATION

Blank lines for providing clarification details.

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

SIGNATURE OF TENDERER

SIGNATURE OF WITNESS

NAME OF TENDERER

NAME OF WITNESS

## T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts. The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice No 9 of 2008 in Government Gazette No 31823 of 30 January 2009, Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010, Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019.

This edition incorporates the amendments made in Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019. (see [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make several references to Tender data for detail that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced in the left-hand column to the clause in the Standard Conditions of Tender to which it mainly applies.

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Clause	Data
C.1.1      The <i>Employer</i> is	<b>Transnet SOC Ltd</b> <b>(Reg No. 1990/000900/30)</b>
C.1.2      The tender documents issued by the <i>Employer</i> comprise:	
	<b>Part T: The Tender</b>
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
	<b>Part C: The contract</b>
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Guarantee
Part C2: Pricing data	C2.1 Pricing instructions: Option A C2.2 Price List
Part C3: Scope of work	C3.1 Service Information



Part C4: Site information

C4.1 Affected Property

C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Lebogang Modibedi
	Address:	15 Girton Road, Inyanda House 2, Parktown
	Tel No.	011 584 -0525
	E – mail	<a href="mailto:Lebogang.Modibedi@transnet.net">Lebogang.Modibedi@transnet.net</a>

C.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

**1. Stage One - Eligibility in terms of the Construction Industry Development Board:**

a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **8CE or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

Joint ventures are eligible to submit tenders subject to the following:

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and the
- combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **8CE** or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- The tenderer shall provide a certified copy of its signed joint venture agreement

***Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.***

C.2.12 No alternative tender offers will be considered.

C.2.13.3 Each tender offer shall be in the **English Language**.

C.2.13.5 The *Employer's* details and identification details that are to be shown on each tender offer package are as follows:  
 C2.15.1

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Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: SIC23041CIDB (HOAC\_VAR\_45858)
- The Tender Description: **FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR COUNTRYWIDE**

Documents must be marked for the attention of: **Employer's Agent:**

C.2.13.9 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.

C.2.15 The closing time for submission of tender offers is:

Time: **10:00am** on the **07 MAY 2024**

Location: The Transnet e-Tender Submission Portal:

(<https://transnetenders.azurewebsites.net>).

**NO LATE TENDERS WILL BE ACCEPTED**

C.2.16 The tender offer validity period is **12 weeks [30 JULY 2024]** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

**Should a bidder fail respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process**

C.2.23 The tenderer is required to submit with his tender:

1. A valid Tax Clearance Certificate issued by the South African Revenue Services. **Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
2. A valid B-BBEE Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS], or a sworn affidavit confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;
3. A Valid CIDB CRS Number in order to verify and confirm the correct and required designated grading;
4. Proof of registration on the Central Supplier Database.
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

**Note:** Refer to Section T2.1 for List of Returnable Documents

C.3.11. Only tenders that are Administratively and Substantively Responsive will be evaluated further in accordance with the 90/10 preference points system as described in Transnet Preferential Procurement Policy (TPPP).

90 where the financial value of one or more responsive tenders received have a value equal to or above R50 million, inclusive of all applicable taxes,

Thresholds	Minimum Threshold
Technical / functionality	N/A

Evaluation Criteria	Final Weighted Scores
Price	90
Specific goals - Scorecard	10
<b>TOTAL SCORE:</b>	<b>100</b>

Up to 100 minus W<sub>1</sub> tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points

Selected Specific Goal	Number of points allocated (10)
B-BBEE Level of contributor (1 or 2)	2
Entities that are at least 51% black owned	2
Creation of new jobs and labour intensification	3
The promotion of Supplier Development through Sub-contracting 30% of the value of the contract to South African entities which are: <ul style="list-style-type: none"> <li>• 30% black woman owned entities</li> <li>• 51% black youth owned</li> <li>• 51% black people living with disabilities</li> </ul>	3
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

**The following Table represents the evidence to be submitted for claiming preference points for applicable specific goals in a particular tender:**

<b>Specific Goals</b>	<b>Acceptable Evidence</b>
B-BBEE Status contributor	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities that are at least 51 % Black Owned	CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Creation of new jobs and labour intensification	T2.2-21 Job Creation Schedule Returnable documents
At least 50% Black Youth Owned Entities The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are: 30% Black Women owned, 51% Black Youth and 51% Black people with disabilities.	Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline

The maximum points for this bid are allocated as follows:

<u>DISCRIPTION</u>	<u>POINTS</u>
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	2
Entities that are at least 51% black owned	2
Creation of new jobs and labour intensification	3
The promotion of Supplier Development through Sub-contracting 30% of the value of the contract to South African entities which are:	3
<ul style="list-style-type: none"> <li>• 30% black woman owned entities</li> <li>• 51% black youth owned</li> <li>• 51% black people living with disabilities</li> </ul>	
Total points for Price and Specific Goals must not exceed	100

**Note:** Transnet reserves the right to carry out an independent audit of the tenderers scorecard components at any stage from the date of close of the tenders until completion of the contract.

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) is not undergoing process of being restricted by Transnet or other state institution that Transnet may be aware of,
- c) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- d) has the legal capacity to enter into the contract,
- e) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- f) complies with the legal requirements, if any, stated in the tender data and
- g) is able, in the option of the employer to perform the contract free of conflicts of interest.

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C.3.17 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

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**STAATSKOERANT, 8 AUGUSTUS 2019**

**DEPARTMENT OF PUBLIC WORKS  
NOTICE 423 OF 2019**

**STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION  
WORKS CONTRACTS  
AUGUST 2019**

**Annex C**

**Standard Conditions of Tender**

**C.1 General**

**C.1.1 Actions**

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender Process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

### C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

### C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

### C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.



### **C.1.5 Cancellation and Re-Invitation of Tenders**

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender Invitation for the second time.

### **C.1.6 Procurement procedures**

#### **C.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

#### **C.1.6.2 Competitive negotiation procedure**

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, Specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

### **C.1.6.3 Proposal procedure using the two stage-system**

#### **C.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

#### **C.1.6.3.2 Option 2**

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

### **C.2 Tenderer's obligations**

#### **C.2.1 Eligibility**

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

**C.2.2 Cost of tendering**

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

**C.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

**C.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

**C.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

**C.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

**C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

**C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

### **C.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

### **C.2.10 Pricing the tender offer**

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes Except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

### **C.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

### **C.2.12 Alternative tender offers**

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

**C.2.13 Submitting a tender offer**

- C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number Of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the Packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

**C.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

### **C.2.15 Closing time**

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

### **C.2.16 Tender offer validity**

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

### **C.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

**C.2.18 Provide other material**

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

**C.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

**C.2.20 Submit securities, bonds and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**C.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

**C.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

**C.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

**C.3 The employer's undertakings****C.3.1 Respond to requests from the tenderer**

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up To five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the Tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

### **C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

### **C.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

### **C.3.4 Opening of tender submissions**

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.



### **C.3.5 Two-envelope system**

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **C.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

### **C.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### **C.3.8 Test for responsiveness**

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or

- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **C.3.9 Arithmetical errors, omissions and discrepancies**

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections Required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### **C.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

### **C.3.11 Evaluation of tender offers**

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project. Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

**The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:**

#### **Requirement Qualitative interpretation of goal**

**Fair** The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.

**Equitable** Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.

**Transparent** The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.

**Competitive** The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

**Cost effective** The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification

- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

### **C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

### **C.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

### **C.3.13 Acceptance of tender offer**

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

### **C.3.14 Prepare contract documents**

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by

The employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

### **C.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

### **C.3.16 Registration of the award**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

### **C.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

### **C.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

ENQUIRY: SIC23041CIDB (HOAC\_VAR\_45858)

DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR COUNTRYWIDE

## T2.1: List of Returnable Documents

### 2.1.1 These schedules are required for pre-qualification and eligibility purposes:

**T2.2-1 Stage One as per CIDB: Eligibility Criteria Schedule - CIDB Registration 8CE or Higher**

### 2.1.2 Returnable Schedules General:

- T2.2-3** Health and Safety Management
- T2.2-3a** Tender Safety, Environmental and Risk Objective Questionnaire
- T2.2-3b** Health and Safety Cost Breakdown
- T2.2-3c** Letter of Good Standing
- T2.2-4** Risk Elements
- T2.2-5** Environmental Management Plan
- T2.2-6** Changes to tender document
- T2.2-7** Site Establishment requirements
- T2.2-8** Authority to submit tender.
- T2.2-9** Record of addenda to tender documents.
- T2.2-10** Storage Capacity
- T2.2-11** Availability of Equipment and Other Resources

- B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

### Agreement and Commitment by Tenderer:

- T2.2-12** CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-13** Supplier Code of Conduct
- T2.2-14** Unilateral Non-Disclosure Agreement
- T2.2-15** Supplier declaration form
- T2.2-16** RFP Declaration Form
- T2.2-17** Certificate of Acquaintance with Tender Document Pact
- T2.2-18** Service Provider Integrity Pact
- T2.2-19** Request for quotation – Breach of law
- T2.2-20** Sub-contracting
- T2.2-21** Job-Creation Schedule
- T2.2-22** Confirmation of machine/s ownership
- T2.2-23** Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

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### **2.1.3 Bonds/Guarantees/Financial/Insurance:**

- T2.2-24** Insurance provided by the Contractor.
- T2.2-25** Three (3) years audited financial statements.
- T2.2-27** Form of Intent to Provide a Performance Guarantee

## **2.2 C1.1 Offer portion of Form of Offer & Acceptance**

## **2.3 C1.2 Contract Data Part 2 (Data by Contractor)**

## **2.4 C2.2 Price List**

**TRANSNET FREIGHT RAIL**

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NETWORK FOR COUNTRYWIDE**

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## **Part T2.2: Returnable Schedules**

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## **T2.2-1: CIDB Grading Designation (Eligibility Criteria Schedule)**

### **Note to tenderers:**

Tenderers are to indicate their CIDB Grading by filling in the table below.

<b>CRS Number</b>	<b>Status</b>	<b>Grading</b>	<b>Expiry Date</b>

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **8CE or higher** class of construction work, are eligible to have their tenders evaluated.

### **2. Joint Venture (JV)**

Joint ventures are eligible to submit tenders subject to the following:

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and the
- combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a 8CE or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- The Contractor shall provide the employer with a certified copy of its signed joint venture agreement
- and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

## **T2.2-3: Health and Safety Requirements [Assessment Schedule]**

Submit the following documents as a minimum with your tender:

1. The Tenderers must provide their own project specific health and safety Plan.
2. Health and safety cost breakdown (Bill of Quantities)
3. Safety, Policy signed by the Chief Executive Officer, must include or cover the following five elements –
  - Commitment to Safety, prevention of pollution,
  - Continual improvement,
  - Compliance to legal requirements, appropriate to the nature of contractor’s activities,
  - Hold management accountable for development of the safety systems
  - Include objectives and targets.
4. Table or outline the Roles & Responsibilities, such as S16.2 CEO, CR8.1 Construction manager, CR8.2 Assistant Construction manager, CR8.5 Safety officer, CR8.7 Construction Supervisor, CR8.8 Construction assistant supervisor, CR9.1 Risk Assessor, 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993
5. List of job categories for project and competencies required per category and develop a training Matrix for all employees who will be working on the project. This matrix must include Management and highlight training planned dates.
6. Overview of the project specific Baseline Risk Assessment (RA), indicating major activities of the project
7. **Three years** synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.
8. Complete and return with tender documentation the Contractor Safety Questionnaire included as an Annexure B.

**Attached submissions to this schedule:**

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**TRANSNET FREIGHT RAIL**

**ENQUIRY:** SIC23041CIDB (HOAC-VAR-45858)

**DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR COUNTRYWIDE**

## T2.2-3a: Health and Safety Questionnaire

<b>1. SAFE WORK PERFORMANCE</b>			
1A. Injury Experience / Historical Performance - Alberta			
Use the previous three years injury and illness records to complete the following:			
Year			
Number of medical treatment cases			
Number of restricted work day cases			
Number of lost time injury cases			
Number of fatal injuries			
Total recordable frequency			
Lost time injury frequency			
Number of worker manhours			
1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician		
2 - Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties		
3 - Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day		
4 - Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours		
5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours		
1B. Workers' Compensation Experience			
Use the previous three years injury and illness records to complete the following (if applicable):			
Industry Code:		Industry Classification:	
Year			
Industry Rate			
Contractor Rate			
% Discount or Surcharge			
Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>2. CITATIONS</b>			
2A.	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:		
2B.	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:		



**TRANSNET FREIGHT RAIL**

**ENQUIRY:** SIC23041CIDB (HOAC-VAR-45858)

**DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR COUNTRYWIDE**

**3. CERTIFICATE OF RECOGNITION**

Does your company have a Certificate of Recognition?

Yes  No If Yes, what is the Certificate No. \_\_\_\_\_ Issue Date \_\_\_\_\_

**4. SAFETY PROGRAM**

Do you have a written safety program manual?  Yes  No

If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution?  Yes  No

If Yes, provide a copy for review

Does your safety program contain the following elements:

	YES	NO		YES	NO
CORPORATE SAFETY POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EQUIPMENT MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT NOTIFICATION POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EMERGENCY RESPONSE	<input type="checkbox"/>	<input type="checkbox"/>
RECORDKEEPING & STATISTICS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
REFERENCE TO LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
PROGRESSIVE DISCIPLINE POLICY	<input type="checkbox"/>	<input type="checkbox"/>	WORKPLACE INSPECTIONS	<input type="checkbox"/>	<input type="checkbox"/>
RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	INVESTIGATION PROCESS	<input type="checkbox"/>	<input type="checkbox"/>
PPE STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	TRAINING POLICY & PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>
ENVIRONMENTAL STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMMUNICATION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>
MODIFIED WORK PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>			

**5. TRAINING PROGRAM**

5A. Do you have an orientation program for new hire employees?  Yes  No

If Yes, include a course outline. Does it include any of the following:

	YES	NO		YES	NO
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	CONFINED SPACE ENTRY	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	TRENCHING & EXCAVATION	<input type="checkbox"/>	<input type="checkbox"/>
INJURY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	SIGNS & BARRICADES	<input type="checkbox"/>	<input type="checkbox"/>
LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	DANGEROUS HOLES & OPENINGS	<input type="checkbox"/>	<input type="checkbox"/>
RIGHT TO REFUSE WORK	<input type="checkbox"/>	<input type="checkbox"/>	RIGGING & CRANES	<input type="checkbox"/>	<input type="checkbox"/>
PERSONAL PROTECTIVE EQUIPMENT	<input type="checkbox"/>	<input type="checkbox"/>	MOBILE VEHICLES	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	PREVENTATIVE MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
PROJECT SAFETY COMMITTEE	<input type="checkbox"/>	<input type="checkbox"/>	HAND & POWER TOOLS	<input type="checkbox"/>	<input type="checkbox"/>
HOUSEKEEPING	<input type="checkbox"/>	<input type="checkbox"/>	FIRE PREVENTION & PROTECTION	<input type="checkbox"/>	<input type="checkbox"/>
LADDERS & SCAFFOLDS	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRICAL SAFETY	<input type="checkbox"/>	<input type="checkbox"/>
FALL ARREST STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMPRESSED GAS CYLINDERS	<input type="checkbox"/>	<input type="checkbox"/>
AERIAL WORK PLATFORMS	<input type="checkbox"/>	<input type="checkbox"/>	WEATHER EXTREMES	<input type="checkbox"/>	<input type="checkbox"/>

**TRANSNET FREIGHT RAIL**

**ENQUIRY: SIC23041CIDB (HOAC-VAR-45858)**

**DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR COUNTRYWIDE**

5B. Do you have a program for training newly hired or promoted supervisors? <input type="checkbox"/> Yes <input type="checkbox"/> No					
(If Yes, submit an outline for evaluation. Does it include instruction on the following:					
	Yes	No		Yes	No
EMPLOYER RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	SAFETY COMMUNICATION	<input type="checkbox"/>	<input type="checkbox"/>
EMPLOYEE RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	FIRST AID/MEDICAL PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
DUE DILIGENCE	<input type="checkbox"/>	<input type="checkbox"/>	NEW WORKER TRAINING	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY LEADERSHIP	<input type="checkbox"/>	<input type="checkbox"/>	ENVIRONMENTAL REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>
WORK REFUSALS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
INSPECTION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>	PRE-JOB SAFETY INSTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	DRUG & ALCOHOL POLICY	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT INVESTIGATION	<input type="checkbox"/>	<input type="checkbox"/>	PROGRESSIVE DISCIPLINARY POLICY	<input type="checkbox"/>	<input type="checkbox"/>
SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY MEETINGS	<input type="checkbox"/>	<input type="checkbox"/>	NOTIFICATION REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>

**6. SAFETY ACTIVITIES**

Do you conduct safety inspections? Yes No Weekly Monthly Quarterly

Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution).

\_\_\_\_\_

Who follows up on inspection action items? \_\_\_\_\_

Do you hold site safety meetings for field employees? If Yes, how often?  
Yes No Daily Weekly Biweekly

Do you hold site meetings where safety is addressed with management and field supervisors?  
Yes No Weekly Biweekly Monthly

Is pre-job safety instruction provided before to each new task?  Yes  No

Is the process documented?  Yes  No

Who leads the discussion? \_\_\_\_\_

Do you have a hazard assessment process?  Yes  No

- Are hazard assessments documented? If yes, how are hazard assessments communicated and implemented on each project? Who is responsible for leading the hazard assessment process?

\_\_\_\_\_

**TRANSNET FREIGHT RAIL**

**ENQUIRY:** SIC23041CIDB (HOAC-VAR-45858)

**DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR COUNTRYWIDE**

<p>Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health &amp; Safety Program?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>How does your company measure its H&amp;S success?</p> <ul style="list-style-type: none"> <li>Attach separate sheet to explain</li> </ul>

**7. SAFETY STEWARDSHIP**

7A Are incident reports and report summaries sent to the following and how often?

	Yes	No	Monthly	Quarterly	Annually
Project/Site Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Managing Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Director/Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
/Chief Executive Officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7B How are incident records and summaries kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Incidents totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Incidents totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7C How are the costs of individual incidents kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Costs totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Costs totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman/general foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7D Does your company track non-injury incidents?

	Yes	No	Monthly	Quarterly	Annually
Near Miss	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**TRANSNET FREIGHT RAIL**

**ENQUIRY:** SIC23041CIDB (HOAC-VAR-45858)

**DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR COUNTRYWIDE**

<b>8 PERSONNEL</b>		
List key health and safety officers planned for this project. Attach resume.		
Name	Position/Title	Designation
Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?		
Name	Address	Telephone Number
Other responsibilities:		
<b>9 REFERENCES</b>		
List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program		
Name and Company	Address	Phone Number

## T2.2-3b: Health and Safety Cost Breakdown

NB: This Safety Cost breakdown is required to illustrate to Transnet that safety costs have been factored into your tender price and will not be paid for as a separate expense.

Tenderer (Company)	Responsible Person	Designation	Date
Project/Tender Title		Project/Tender No.	Project Location / Description
FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK SLEEPER REPLACEMENT MACHINE (HIGH PRODUCTION) COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF TWENTY-FOUR (24) MONTH.		SIC23043CIDB (HOAC-VAR-45786)	Various locations

#	Cost element	Unit Cost (R)	# of Units	Total Cost (R)
1.	Human Resources			
2.	Systems Documentation			
3.	Meetings & Administration			
4.	H&S Training			
5.	PPE & Safety Equipment			
6.	Signage & Barricading			
7.	Workplace Facilities			
8.	Emergency & Rescue Measures			
9.	Hygiene Surveys & Monitoring			
10.	Medical Surveillance			
11.	Safe Transport of Workers			
12.	HazMat Management (e.g. asbestos /silica)			
13.	Substance Abuse Testing (3 kits @R500 pm)			
14.	H&S Reward & Recognition			
15.	Other			

<b>Total Health and Safety Estimate (R)</b>	
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**TRANSNET FREIGHT RAIL**

**ENQUIRY: SIC23041CIDB (HOAC-VAR-45858)**

**DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR COUNTRYWIDE**

<b>Total Estimate Value (R)</b>	
<b>H&amp;S Cost as % of Tender value</b>	

## **T2.2-3c Letter/s of Good Standing with the Workmen's Compensation Fund**

Attached to this schedule is the Letter/s of Good Standing.

- 1.
- 2.
- 3.
- 4.

Name of Company/Members of Joint Venture:

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## **T2.2-4: Returnable: Enterprise Risk and Business Continuity Management Requirements (Due Diligence)**

Tenderers to identify and evaluate the potential risk elements associated with the Works/ Services etc. and possible mitigation thereof. The risk elements and the mitigation as identified thereof by the Tendered are to be submitted.

If no risks are identified "No Risk" must be stated on this schedule.

Tenders are also to evaluate any risk/s stated by the Employer in Contract Data Part C1 and provided possible mitigation thereof.

Tenderers to demonstrate their understand of for potential Business Continuity threats, through a relevant Business Impact Analysis process and measures to be implemented to recover associated Works/ Services within pre-defined recovery times, to ensure Business Continuity.

**Attached submissions:**

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Tenders to note: Notwithstanding this information, all costs related to risk elements which are at the Contractor's risk are deemed to be included in the tenderer's offered total of the Prices.

**TRANSNET FREIGHT RAIL**

**ENQUIRY: SIC23041CIDB (HOAC-VAR-45858)**

**DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR COUNTRYWIDE**

**The Due Diligence of the Tenderer’s Risk Elements will be as follows:**

1. Due Diligence Elements: Risk Management and Business Continuity Management	
Tender Number: SIC23041CIDB/HOAC-VAR-45858	
Tender Description: <b>FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR A PERIOD OF EIGHTEEN (18) MONTHS COUNTRYWIDE.</b>	
1.1. Business Impact Analysis	Due Diligence
<p><b>1.1.1. Identification of critical processes within the project / service:</b> Demonstrate that the critical activities and/ or processes are identified. These are activities and/ or processes if disrupted prevent project completion / service delivery.</p> <p><b>1.1.2. Recovery Time Objective (RTO) in case of any interruption that may arise:</b> Detail for each of the above critical activities and/ or processes what is the determined acceptable recovery time objective for re-instatement of the activity/ process (consider all applicable SLA or regulatory requirements).</p> <p><b>1.1.3. Recovery Strategy:</b> How will the service provider/ supplier recover - Detail the step-by-step process as to how the critical activities and/ or processes will be recovered? In which order? Whom is to undertake the recovery etc.</p> <p><b>1.1.4. Operational dependencies:</b> Note all internal and external dependencies for the recovery of the listed critical activities and/ or processes e.g.: Operational equipment, telephones etc. needed to ensure continuity.</p> <p><b>1.1.5. Alternative supply of equipment and/ or supply of extra staff:</b> Provide adequate information on how alternate equipment or additional experienced staff will be secured if a BCM incident negatively impacting these resources as originally allocated for completion of a project/ delivery of a service.</p> <p><b>1.1.6. Battle Box:</b> Provide details on whether a battle box is established and what its entails/ contains. This may be either a physical collection or an electronic repository of recovery plans, other necessary documentation, templates, memo's, letter heads etc. required for re-instatement of business-critical systems. In some instance this can also include off-site stores of certain equipment or electronic devices etc.</p>	<p>The 6 listed elements for the BIA are required.</p> <p>All elements will be assessed as per the guide provided, for adequacy and relevance to the project / service offering etc. and a due diligence report provided.</p>



**TRANSNET FREIGHT RAIL**

**ENQUIRY:** SIC23041CIDB (HOAC-VAR-45858)

**DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR COUNTRYWIDE**

1.2. Business Continuity Plan	Due Diligence
<p>Business Continuity Plan or related annexures to the plan must contain:</p> <p><b>1.2.1. Emergency operating procedure:</b> Must detail the steps to be followed following a emergency situation/ incident for the site / location of impact.</p> <p><b>1.2.2. Business Continuity Invocation Action:</b> Once the incident is under control and its impact determined and assessed, this details the when, the how and by whom the BCP will be invoked.</p> <p><b>1.2.3. Project Recovery Resources:</b> Identify and list the recovery resources. These maybe additional resources or re-arrangement of existing resources as required to support the recovery of critical activities and/ or processes as detailed in the BCP, within the RTO.</p> <p><b>1.2.4. Business/ Supplier Contact List:</b> Demonstrate that these have been identified and means to easily contact them is in place.</p> <p><b>1.2.5. Emergency Contacts:</b> inclusive as per item 1 to initially deal with the incident (emergency services etc), then thereafter must also include the BCM recovery team members, names and contact details.</p>	<p>The 5 listed elements for the BIA are required.</p> <p>All elements will be assessed as per the guide provided, for adequacy and relevance to the project / service offering etc. and a due diligence report provided.</p>
1.3. Risk Management Plan - Project/ Operational Risks be based on the scope of works / services etc.	Due Diligence

**TRANSNET FREIGHT RAIL**

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**DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR COUNTRYWIDE**

<p>The Risk Management Plan based on the scope of works, must contain the following:</p> <p><b>1.3.1. Identification of Risks of Project / Service Interruption during the project:</b> A risk register that contains the identified risks of service interruption and / or non-delivery of services etc. during the project. Demonstrate an understanding of the internal and external threats to effective service delivery within scope and to quality.</p> <p><b>1.3.2. Risk Analysis Methodology:</b> Demonstrate for risk identified, the causes, risk consequence/ impact and risk likelihood/ probability rating and how the risk rating is calculated. The methodology may also provide a view on the effectiveness of controls and the residual risk after application of controls.</p> <p><b>1.3.3. Ranking of the Risks:</b> Once the risk register is completed a risk heat map and listing of the risks by name/ risk description from highest to lowest ranked risk be provided.</p> <p><b>1.3.4. Mitigation of the identified risks:</b> Provided in the risk register for each assessed risk the controls in place to manage the risk along with additional risk tasks to further mitigate the risk.</p> <p><b>1.3.5. Responsible person:</b> Ensure the risks have assigned risk owners, assigned control owners for the checking on controls and any other person assigned a risk action to complete under the risk register.</p>	<p>The 5 listed elements for the BIA are required.</p> <p>All elements will be assessed as per the guide provided, for adequacy and relevance to the project / service offering etc. and a due diligence report provided.</p>
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## **T2.2-5: Environmental Management Plan [Assessment Schedule]**

The tenderer must provide an environmental management plan describing:-

- Key environmental impacts and aspects associated with the proposed project.
- Possible mitigation measures associated with identified impacts and aspects.
- Key roles and responsibilities for both the Tender’s project team and Transnet with regards to the project.
- Monitoring techniques and reporting of both accidents and incidents.
- Details of induction and other forms of training (if any).

The following documents are key -

1.0 Transnet SOC Limited – Integrated Management Systems (IMS) Policy,

1.1 By signing this Tender Schedule, the tenderer confirms that they will comply with the above policy statement and environmental commitments therein.

1.2 Tender to provide a signed declaration of understanding as part of the returnable acknowledging understanding thereof and the budget provision for the implementation of environmental management requirements.

By signing this Tender Schedule, the tenderer confirms that they will **comply** with the above requirements and in particular Transnet Freight Rail IMS policy statement and environmental commitments therein.

The assessment of the Tenderer’s Environmental Management Plan will be as follows:

<b>Key Environmental Impacts and Possible Mitigation Measures</b>	
	<b>Assessment Feedback</b>
The EMP is <b>not submitted</b> by the bidder.	
EMP with <b>zero/no key</b> impacts and mitigation measures specific to the project	
EMP contains <b>1-3</b> key impacts and mitigation measures specific to the project.	
EMP contains <b>4-6</b> key impacts and mitigation measures specific to the project.	
EMP contains <b>7-9</b> key reasonable and relevant impacts and mitigation measures specific to the project.	


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**DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR COUNTRYWIDE**

EMP contains <b>10 and more</b> key reasonable and relevant impacts and mitigation measures specific to the project, which meet and exceed tender requirements.	
<b>Key Roles and Responsibilities</b>	
	<b>Assessment Feedback</b>
The EMP is <b>not submitted</b> by the bidder.	
EMP with <b>zero/no key</b> roles and responsibilities specific to the project.	
EMP <b>contains 1-3 key</b> reasonable and relevant roles and responsibilities specific to the project.	
EMP contains <b>4-6 key</b> reasonable and relevant roles and responsibilities specific to the project.	
EMP contains <b>7-9 key</b> reasonable and relevant roles and responsibilities specific to the project.	
EMP contains <b>10 and more key</b> reasonable and relevant roles and responsibilities specific to the project, which meet and exceed tender expectations.	

<b>Environmental Monitoring, Training and Reporting</b>	
	<b>Assessment Feedback</b>
The EMP is <b>not submitted</b> by the bidder.	
EMP with <b>zero/no</b> monitoring techniques, no training and no form of reporting.	
Tenderer did not demonstrate understanding of the project scope and <b>provided irrelevant information</b> on monitoring techniques, training methods and types of reports.	
Tenderer understood the project scope but provided relevant but <b>less detailed information</b> on monitoring techniques, training methods and types of reports.	
Tenderer understood the project scope and identified <b>relevant</b> monitoring techniques, relevant training methods and relevant reports.	
Tenderer understood the project scope and addresses critical aspects with regards to monitoring, training and reporting which meets <b>and exceeds tender requirements</b> .	





**TRANSNET FREIGHT RAIL**

**ENQUIRY: SIC23041CIDB (HOAC-VAR-45858)**

**DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN  
LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL  
NETWORK FOR COUNTRYWIDE**

**Attached submissions to this schedule:**

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Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_  
\_\_\_\_\_

## T2.2-6: Changes to Tender Document

**Changes to the tender documents are only allowed if a main tender complying fully with the tender documents has also been provided.**

**Do not return this schedule if no alternative tender is submitted.**

The Conditions of Tender state that the tenderer may:

- C.2.12.1** Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.
- C.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

Having examined the criteria stated in the Tender Data for this tender the proposed changes to the tender documents are:

Document No.	Subject of the proposed change	Propose to change to:

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Name \_\_\_\_\_ Position \_\_\_\_\_  
 Tenderer \_\_\_\_\_

## T2.2-7: Site Establishment / Laydown Area

Total Site Establishment Cost will include the accommodation consist configuration detailing the quantity of wagons and wagon type required indicating what the various wagons will be utilised for e.g., sleeping quarters, ablution facility, etc. plant and equipment to execute the work. Tenderers are to submit the follow Establishment cost breakdown.

Items	Tendered Rate
Accommodation consist configuration	
Plant and Equipment	

Number	Wagon usage	Number	Wagon usage
1		21	
2		22	
3		23	
4		24	
5		25	
6		26	
7		27	
8		28	
9		29	
1		30	
11		31	
12		32	
13		33	
14		34	
15		35	
16		36	
17		37	
18		38	
19		39	
20		40	

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Name \_\_\_\_\_ Position \_\_\_\_\_  
 Tenderer \_\_\_\_\_

## T2.2-8: Authority to submit a Tender

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for his category of organisation or alternatively attach a certified copy of a company / organisation document which provides the same information for the relevant category as requested here.

A - COMPANY	B - PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### A. Certificate for Company

I, \_\_\_\_\_ chairperson of the board of directors \_\_\_\_\_  
 \_\_\_\_\_, hereby confirm that by resolution of the board taken on \_\_\_\_\_  
 \_\_\_\_\_ (date), Mr/Ms \_\_\_\_\_, acting in the capacity of \_\_\_\_\_  
 \_\_\_\_\_, was authorised to sign all documents in connection with this tender  
 offer and any contract resulting from it on behalf of the company.

Signed

Date

Name

Position

Chairman of the Board of Directors

**B. Certificate for Partnership**

We, the undersigned, being the **key partners** in the business trading as \_\_\_\_\_  
 \_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_ acting in the  
 capacity of \_\_\_\_\_, to sign all documents in connection with the tender  
 offer for Contract \_\_\_\_\_ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

**NOTE:** This certificate is to be completed and signed by the full number of Partners necessary to commit the Partnership. Attach additional pages if more space is required.

**TRANSNET FREIGHT RAIL**

**ENQUIRY: SIC23041CIDB (HOAC-VAR-45858)**

**DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR COUNTRYWIDE**

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**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms

\_\_\_\_\_, an authorised signatory of the company \_\_\_\_\_

\_\_\_\_\_, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract \_\_\_\_\_ and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Furthermore we attach to this Schedule a copy of the joint venture agreement which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all the partners.

Name of firm	Address	Authorising signature, name (in caps) and capacity



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**D. Certificate for Sole Proprietor**

I, \_\_\_\_\_, hereby confirm that I am the sole owner of the business trading as \_\_\_\_\_.

Signed

Date

Name

Position

Sole Proprietor

## T2.2-9: Record of Addenda to Tender Documents

This schedule as submitted confirms that the following communications received from the *Employer* before the submission of this tender offer, amending the tender documents, have been taken into account in this specific tender offer:

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....





**TRANSNET FREIGHT RAIL**

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## T2.2-10: Storage Capacity

### Note to tenderers:

The Tenderer is required to demonstrate to the Purchaser that he has sufficient current and/or future storage capacity to accommodate Transnet Limited’s requirements as detailed in the Pricing Data and Goods Information, (Proof of Ownership or Rental/Lease Agreement of premises)

**Index of documentation attached to this schedule:**

.....

.....

.....

.....

.....

.....

.....

Signed ..... Date .....

Name ..... Position .....

Tenderer .....



## T2.2-12: Annex G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

In the case of a Joint Venture, separate enterprise questionnaires in respect of each partner/member must be completed and submitted.

**Section 1: Name of enterprise:** \_\_\_\_\_

**Section 2: VAT registration number, if any:** \_\_\_\_\_

**Section 3: CIDB registration number, if any:** \_\_\_\_\_

**Section 4: CSD number:** \_\_\_\_\_

**Section 5: Particulars of sole proprietors and partners in partnerships**

Name	Identity number	Personal income tax number

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

**Section 6: Particulars of companies and close corporations**

Company registration number \_\_\_\_\_

Close corporation number \_\_\_\_\_

Tax reference number: \_\_\_\_\_

**Section 7: The attached SBD4 must be completed for each tender and be attached as a tender requirement.**

**Section 8: The attached SBD 6 must be completed for each tender and be attached as a requirement.**

**TRANSNET FREIGHT RAIL**

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The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Name _____ Enterprise name _____	Date _____ Position _____
---	------------------------------------

**PREFERENCE POINTS CLAIM FORM**

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Specific Goals contribution. Transnet will award preference points to companies who provide valid proof of evidence as per the table of evidence in paragraph 4.1 below.

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
  - (c) Any other specific goal determined in the Transnet preferential procurement policy
- 1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>90</b>
B-BBEE Level of contributor (1 or 2)	<b>2</b>
Entities that are at least 51% black owned	<b>2</b>
Creation of new jobs and labour intensification	<b>3</b>
The promotion of Supplier Development through Sub-contracting 30% of the value of the contract to South African entities which are:	<b>3</b>
<ul style="list-style-type: none"> <li>• 30% black woman owned entities</li> <li>• 51% black youth owned</li> </ul>	
51% black people living with disabilities	
Non-Compliant and/or B-BBEE Level 3-8 contributors	<b>0</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

**TRANSNET FREIGHT RAIL**

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- 1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**DEFINITIONS**

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
  - i) the B-BBEE status level certificate issued by an authorised body or person;
  - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or failing within the scope of the reconstruction and Development programme identified by Transnet to be given preference in allocation of procurement contracts

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in line with section 2 (1) of the PPPFA

**3 POINTS AWARDED FOR PRICE**

**3.1 THE 90/10 PREFERENCE POINT SYSTEMS**

A maximum of 90 points is allocated for price on the following basis:

90/10

$$PS = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \text{ OR } PS = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points

**3.2**

Selected Specific Goal	Number of points allocated (10)
B-BBEE Level of contributor (1 or 2)	2
Entities that are at least 51% black owned	2
Creation of new jobs and labour intensification	3
The promotion of Supplier Development through Sub-contracting 30% of the value of the contract to South African entities which are: <ul style="list-style-type: none"> <li>• 30% black woman owned entities</li> <li>• 51% black youth owned</li> <li>• 51% black people living with disabilities</li> </ul>	3
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

**4 EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS**

4.1 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below:

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Specific Goals	Acceptable Evidence
B-BBEE Status contributor (1 or 2)	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are:  30% Black Women owned, 51% Black Youth and 51% Black people with disabilities	Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline
Entities that are at least 51 % Black Owned	CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Creation of new jobs and labour intensification	T2.2-21 Job Creation Schedule Returnable documents

4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

Enterprise	B-BBEE Certificate & Sworn Affidavit
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned)  [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>1</sup></b>	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership

<sup>1</sup> In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.



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	<p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>
--	--

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder’s responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

**5 BID DECLARATION**

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

**6 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 6.1**

- 6.1 B-BBEE Status Level of Contribution: . = .....(based on point distribution per Table 3.2)  
 (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 3.2 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7 SUB-CONTRACTING**

- 7.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------



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## 8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional /Service provider
- Other Service providers, e.g. transporter, etc.

[ *TICK APPLICABLE BOX* ]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
  - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

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(f) forward the matter for criminal prosecution.

<p><b>WITNESSES</b></p> <p>1. ....</p> <p>2. ....</p>
---

<p>.....</p> <p><b>SIGNATURE(S) OF BIDDERS(S)</b></p> <p><b>DATE:</b>.....</p> <p><b>ADDRESS</b></p> <p>.....</p>
---

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>2</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of institution</b>	<b>State</b>

<sup>2</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
 .....

**3 DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## **T2.2-13: Supplier Code of Conduct**

Transnet SOC Limited 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:

- The 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)
- The Prevention and Combating of Corrupt Activities Act (PRECCA); and
- The Construction Industry Development Board Act (CIDB Act).

This code of conduct has been included in this contract to formally appraise 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.

#### ***1. Transnet SOC Limited 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:

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- Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
- 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" Hot line to report these acts. (0800 003 056).

**2. *Transnet SOC Limited is firmly committed to the ideas of free and competitive enterprise.***

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

**3. *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 is 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.





**TRANSNET FREIGHT RAIL**

**ENQUIRY: SIC23041CIDB (HOAC-VAR-45858)**

**DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR COUNTRYWIDE**

***Conflicts 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 SOC Limited.

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

Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then Transnet reserves its right to review doing business with these suppliers.

I, \_\_\_\_\_ of \_\_\_\_\_  
*(insert name of Director or as per Authority Resolution from Board of Directors)*      *(insert name of Company)*

hereby acknowledge having read, understood and agree to the terms and conditions set out in the "Transnet Supplier Code of Conduct."

Signed this on day \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
Signature



## T2.2-14: Unilateral Non-Disclosure Agreement

**Note to tenderers: This Non-Disclosure Agreement is to be completed and signed by an authorised signatory:**

**THIS AGREEMENT** is made effective as of ..... day of ..... 20..... by and between:

**TRANSNET SOC LTD**

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at 2nd Floor, Waterfall Business Estate, 9 Country Estate Drive, Midrand, 1662, South Africa

**and**

.....

(Registration No. ....), a private company incorporated and existing under the laws of South Africa having its principal place of business 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 Tender Document.

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet’s Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;

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 NETWORK FOR COUNTRYWIDE**

- 1.3 **Confidential Information** means any information or other data 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 Bid 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:
- 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
- 1.3.2 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
- 1.3.3 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;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **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.

## 2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party 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 Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:

**TRANSNET FREIGHT RAIL**

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- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, 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
- 2.3.2 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 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

### **3. RECORDS AND RETURN OF INFORMATION**

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 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 Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- 3.3.1 return all written Confidential Information [including all copies]; and
- 3.3.2 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 Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

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- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender 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 survive the termination of any discussions or negotiations between the parties regarding the Tender and continue thereafter for a period of 5 [five] 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 Tender and in complying with the terms of this Agreement.

**7. ADEQUACY OF DAMAGES**

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to 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.

**8. PRIVACY AND DATA PROTECTION**

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

**9. GENERAL**

- 9.1 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.



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- 9.2 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.
- 9.3 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.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer


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## T2.2-15: Supplier declaration form

Respondents are to furnish the following documentation and complete the Supplier Declaration Form below:

1. **Original or certified** cancelled cheque **OR** letter from the Respondent's bank verifying banking details [**with bank stamp**]
2. **Certified copy** of Identity Document(s) of Shareholders/Directors/Members [*where applicable*]
3. **Certified copy** of Certificate of Incorporation, CM29 / CM9 [*name change*]
4. **Certified copy** of Share Certificates [CK1/CK2 if CC]
5. Original or certified letterhead confirm physical and postal addresses
6. **Original or certified** valid SARS Tax Clearance Certificate [RSA entities only]
7. **Certified copy** of VAT Registration Certificate [RSA entities only]
8. A signed letter from your entity's auditor or accountant confirming most recent annual turnover figures or certified BBBEE certificate
9. **Certified copy** of valid Company Registration Certificate [*if applicable*]

Note: No contract shall be awarded to any South African Respondent whose tax matters have not been declared by SARS to be in order.

Note: No agreement shall be awarded to any Respondent whose tax matters have not been declared by SARS to be in order.

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	
						Code	
Physical Address						Code	
						Code	
Contact Person							
Designation							
Telephone							

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Email							
Annual Turnover Range (Last Financial Year)		< R5 Million		R5-35 million		> R35 million	
Does Your Company Provide		Products		Services		Both	
Area Of Delivery		National		Provincial		Local	
Is Your Company A Public Or Private Entity				Public		Private	
Does Your Company Have A Tax Directive Or IRP30 Certificate				Yes		No	
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							
BEE Ownership Details							
% Black Ownership		% Black women ownership		% Disabled person/s ownership			
Does your company have a BEE certificate			Yes		No		
What is your broad based BEE status (Level 1 to 9 / Unknown)							
How many personnel does the firm employ			Permanent		Part time		
Transnet Contact Person							
Contact number							
Transnet operating division							

Duly Authorised To Sign For And On Behalf Of Firm / Organisation			
Name		Designation	
Signature		Date	

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





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## **T2.2-16: RFP declaration form**

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

We \_\_\_\_\_ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: *[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/  
PARTNER/SHAREHOLDER:

ADDRESS:

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

Indicate nature of relationship with Transnet:

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

*[Failure to furnish complete and accurate information in this regard may lead to the disqualification of your response and may preclude a Respondent from doing future business with Transnet]*

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The

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Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).

7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-39 "Service Provider Integrity Pact".

For and on behalf of ..... duly authorised thereto
Name:
Signature:
Date:

**IMPORTANT NOTICE TO TENDERERS**

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet’s Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet’s website [www.transnet.net](http://www.transnet.net).
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

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**T2.2-17: Certificate of Acquaintance with Tender Documents**NAME OF TENDERING ENTITY:  

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1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.
2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any tender/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer
5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive Tendering.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where Services will be rendered [market allocation]

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- c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a tender which does not meet the specifications and conditions of the tender;  
or
  - f) Tendering with the intention not winning the tender.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this tender relates.
8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_

SIGNATURE OF TENDERER

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## **T2.2-18: Service Provider Integrity Pact**

**Important Note: All potential tenderers must read this document and certify in the RFP Declaration Form that that have acquainted themselves with, and agree with the content.**

**The contract with the successful tenderer will automatically incorporate this Integrity Pact and shall be deemed as part of the final concluded contract.**

### **INTEGRITY PACT**

Between

#### **TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

The Contractor (hereinafter referred to as the "Tenderer/Service Providers/Contractor")

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**PREAMBLE**

Transnet values full compliance with all relevant laws and regulations, ethical standards and the principles of economical use of resources, fairness and transparency in its relations with its Tenderers / Service Providers/Contractors.

In order to achieve these goals, Transnet and the Tenderer / Service Provider hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Tenderer's / Service Provider's / Contractor's application for registration with Transnet as a vendor.

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and / or reverse logistics event and any further contract to be entered into between the Parties, relating to such event.

All Tenderers / Service Providers / Contractor's will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

**OBJECTIVES**

Transnet and the Tenderer / Service Provider / Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- b) Enable Tenderers / Service Providers / Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

**COMMITMENTS OF TRANSNET**

Transnet commits to take all measures necessary to prevent dishonesty, fraud and corruption and to observe the following principles:

Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

Transnet will, during the registration and tendering process treat all Tenderers / Service Providers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers / Service Providers the same information and will not provide to any Tenderers / Service Providers / Contractors confidential / additional information through which the Tenderers / Service Providers / Contractors could obtain an advantage in relation to any tendering process.

Transnet further confirms that its employees will not favour any prospective Tenderer in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers / Service Providers / Contractors participating in the tendering process.

Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers / Service Providers / Contractors participating in the tendering process.

**OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER**

The Tenderer / Service Provider / Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer / Service Provider / Contractor commits to the following:

- a) The Tenderer / Service Provider / Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
- b) The Tenderer / Service Provider / Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

The acceptance and giving of gifts may be permitted provided that:

- a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
- b) many low retail value gifts do not exceed R 1 000 within a 12 month period;
- c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
- d) a Tenderer / Service Provider does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
- e) a Tenderer / Service Provider does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
- f) a Tenderer / Service Provider may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any Tender evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and
- g) a Tenderer / Service Provider may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.

The Tenderer / Service Provider / Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

The Tenderer / Service Provider / Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers / Service Providers / Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

The Tenderer / Service Provider / Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer /Service Provider will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any

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information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

A Tenderer / Service Provider / Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

The Tenderer / Service Provider / Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer / Service Provider or detriment of Transnet or other competitors.

The Tenderer / Service Provider / Contractor shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.

The Tenderer / Service Provider / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**INDEPENDENT TENDERING**

For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the

Tenderer, whether or not affiliated with the Tenderer, who:

- a) has been requested to submit a Tender in response to this Tender invitation;
- b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
- c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.

The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.

In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) prices;
- b) geographical area where Goods or Services will be rendered [market allocation];
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a Tender;
- e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
- f) tendering with the intention of not winning the Tender.

In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of



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section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

**Disqualification from Tendering Process**

If the Tenderer / Service Provider / Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer / Service Provider into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer / Service Provider from its database, if already registered.

If the Tenderer / Service Provider / Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer / Service Provider / Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer / Service Provider / Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

If the Tenderer / Service Provider / Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

**TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)**

All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.

Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "prima facie" (i.e. on the face of it) case has been established.

Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

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Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:

- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
- b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
- c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
  - (i) he made the statement in good faith honestly believing it to be correct; and
  - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

**PREVIOUS TRANSGRESSIONS**

The Tenderer / Service Provider /Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's / Service Provider's / Contractor's database or any tendering process.

If it is found to be that the Tenderer / Service Provider /Contractor made an incorrect statement on this subject, the Tenderer / Service Provider / Contractor can be rejected from the registration process or removed from the Tenderer / Service Provider / Contractor database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

**SANCTIONS FOR VIOLATIONS**

Transnet shall also take all or any one of the following actions, wherever required to:

- a) Immediately exclude the Tenderer / Service Provider / Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer / Service Provider / Contractor. However, the proceedings with the other Tenderer / Service Provider / Contractor may continue;

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- b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer / Service Provider / Contractor;
- c) Recover all sums already paid by Transnet;
- d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer / Service Provider / Contractor, in order to recover the payments, already made by Transnet, along with interest;
- e) Cancel all or any other contracts with the Tenderer / Service Provider; and
- f) Exclude the Tenderer / Service Provider / Contractor from entering into any Tender with Transnet in future.

**CONFLICTS OF INTEREST**

A conflict of interest includes, inter alia, a situation in which:

- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
- b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee’s motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:

- a) Private gain or advancement; or
- b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

Thus, conflicts of interest of any Tender committee member or any person involved in the sourcing process must be declared in a prescribed form.

If a Tenderer / Service Provider / Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Transnet employee / member of Transnet’s Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer / Service Provider / Contractor:

- a) must disclose the interest and its general nature, in the Request for Proposal (“RFX”) declaration form; or
- b) must notify Transnet immediately in writing once the circumstances has arisen.

The Tenderer / Service Provider / Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer / Service Provider / Contractor.

**MONITORING**

Transnet will be responsible for appointing an independent Monitor to:

- a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for less than R100,000.000 (one hundred million Rand) in value;
- b) Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for greater than R100,000.000 (one hundred million Rand) in value; and
- c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor, irrespective of value.

The Monitor will be subjected to Transnet’s Terms of Conditions of Contract for the Provision of Services to Transnet, as well as to Transnet’s Service Provider Code of Conduct.

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**EXAMINATION OF FINANCIAL RECORDS, DOCUMENTATION AND/OR ELECTRONIC DATA**

For the purpose of Monitoring, as stipulated above, the Monitor shall be entitled to:

- a) Examine the financial records, documentation and or electronic data of Tenderer / Service Provider / Contractor / Transnet. The Tenderer / Service Provider / Transnet shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

**DISPUTE RESOLUTION**

Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 0 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

**GENERAL**

This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.

Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.

Should a Tenderer / Service Provider / Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer / Service Provider / Contractor to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall a Tenderer by it. To the best of the Parties' knowledge and belief, the information



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## **T2.2-19: Request for Proposal – Breach of law**

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

I / We \_\_\_\_\_ do hereby certify that ***I/we have/have not been*** found guilty during the preceding 5 (five) years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Tenderer is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.

*Where found guilty of such a serious breach, please disclose:*

NATURE OF BREACH:

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

DATE OF BREACH:

\_\_\_\_\_

Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Tenderer from the tendering process, should that person or company have been found guilty of a serious breach of law, tribunal or regulatory obligation.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF TENDER

## T2.2-20: Sub-contracting

Tenderers are required to meet the pre-qualification criteria of Sub-contracting of **a minimum of 30%** to one or more company/ies that meets the requirements of **Regulation 4(1)(c)** of the **PPPFA Regulations 2017** as indicated hereto:

- i. an EME or QSE which is at least 51% owned by black people;
- ii. an EME or QSE which is at least 51% owned by black people who are youth;
- iii. an EME or QSE which is at least 51% owned by black people who are women; or
- iv. an EME or QSE which is at least 51% owned by black people with disabilities;
- v. an EME or QSE which is 51% owned by black people living in rural or undeveloped areas or townships;
- vi. a cooperative which is at least 51% owned by black people;
- vii. an EME or QSE which is at least 51% owned by black people who are military veterans.
- (viii) an EME or QSE.

**Tenderer to note that if successful, any deviations from the list of proposed sub-contractors in the contract phase will be subject to acceptance by the *Service Manager* in terms of the *Conditions of Contract*. Please also note the applicable Z clauses in *Contract Data by Employer*.**

Provide **detailed information** of the proposed Sub-contractors below:

	<b>Name of proposed Sub-contractor</b>	<b>Proposed Sub-contractor National Treasury Central Supplier Database Registration Number</b>	<b>Nature and extent of work</b>	<b>B-BBEEE Certificates or Sworn Affidavit attached behind this schedule? Yes/No</b>	<b>Percentage (%) of the sub-contracted works in terms of the tendered total of the prices.</b>
<b>1.</b>					
<b>2.</b>					
<b>3.</b>					
<b>4.</b>					

5.					
6.					
7.					
8.					

**The Tenderer is to submit the following documents or copies thereof for each of the proposed sub-contractor(s) with this schedule as mandatory returnable documents:**

- A valid B-BBEE Certificate or valid B-BBEE Sworn Affidavit of the proposed sub-contractor(s).

**Note To Tenderers: Failure to provide the above Subcontractor document as requested for each Subcontractor will result in the nominated Subcontractor’s percentage being discounted To Zero. This may lead to the tender being disqualified from any further evaluation.**

Transnet reserves the right to request additional information of the nominated subcontractors should it be deemed necessary to verify the compliance to the black ownership percentage or sub-contractor entity size. These may include but not limited to;

- Letter or Agreement or Intent confirming the Sub-Contracting Agreement between the tenderer and proposed subcontractor(s);
- Copies of the identity documents of the members of shareholders of the subcontractor;
- Copies of the Audited Financial Statements or Income Statement of the subcontractor.

## T2.2-21: JOB-CREATION SCHEDULE

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%.

In order to give effect to these job creation objectives, Tenderers are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this tender.

**Tenderers to note, that if successful, any deviations from the Job creation Schedule in the contract phase will be subject to acceptance by the *Project Manager* in terms of the Conditions of Contract. Please also note the applicable Z clauses in Contract Data by *Employer*.**

- (a) Please indicate total number of new jobs that will be created over the term of the contract:

Total number and value of new jobs created	Total number of new jobs	Total rand value of new jobs created

- (b) Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

	Total number of new jobs	Total rand value of new jobs
Black men		
Black women		
Black Youth		
Black people living in rural or underdeveloped areas or townships		
Black People with Disabilities		

- (c) Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

	Total number of Skilled jobs	Total number of Semi-skilled jobs	Total number of Unskilled jobs
Black men			
Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			



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Other			
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(d) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract.

<b>18 Months</b>	<b>Term 1</b>	<b>Term 2</b>	<b>Term 3</b>	<b>Term 4</b>	<b>Term 5</b>	<b>Term 6</b>
Total number of new jobs						
Number of new jobs for Black men						
Number of new jobs for black women						
Number of new jobs for black youth						
Number of new jobs for black people living in rural or underdeveloped areas or townships						
Number of new jobs for black People with Disabilities						
Number of new jobs for other categories						
Number of new skilled jobs						
Number of new semi-skilled jobs						
Number of new unskilled jobs						



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**T2.2-22: Confirmation of machine/s ownership**

The tenderer must submit the following letters together with the tender submission:

1. The bidder must submit a letter confirming that they own the machine. The letter should be signed by the bidder. The bidder shall be given 30 days to deliver the machine for works in this regard.
2. If the bidder is to lease the machine from the owner of the machine, the bidder must submit the leasing agreement that is signed by both the Lessor and the Lessee. The Letter must reference the Bid number. The bidder shall be given 30 days to deliver the machine for works in this regard.
3. In case where the bidder is intending to purchase the machine, he must submit an offer to purchase that is signed by both parties (buyer and seller). The bidder must be in a position to supply the machine to Transnet Freight Rail in a period of 60 days. Therefore, he should conclude all the relevant processes that will enable him to deliver the machine in the stipulated timeframe.

The letters should be signed and stamped, and the information must be provided on the client’s letter head with their client’s company stamp.

<b>Equipment Description</b>	<b>Number of Equipment</b>	<b>Name of OEM</b>



Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Name \_\_\_\_\_ Position \_\_\_\_\_  
 Tenderer \_\_\_\_\_

## **T2.2-23: Agreement in terms of Protection of Personal Information Act, 4 of 2013 (“POPIA”)**

### **1. PREAMBLE AND INTRODUCTION**

- 1.1. The rights and obligation of the Parties in terms of the Protection of Personal Information Act, 4 of 2013 (“POPIA”) are included as forming part of the terms and conditions of this contract.

### **2. PROTECTION OF PERSONAL INFORMATION**

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 “(POPIA”):  
 consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:  
 Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (..... insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is “Transnet”. Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

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- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.
- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party , cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the

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Transnet or a third party in the Operator’s s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .

- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

**The Operator is required to provide confirmation that all measures in terms of the POPIA are in place when processing personal information and the information of a third party received from Transnet:**

<b>YES</b>	<b>NO</b>
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- 2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

- 2.14. Should a Tenderer have any complaints or objections to processing of its personal information, by Transnet, the Tenderer can submit a complaint to the Information Regulator on <https://www.justice.gov.za/inforeg/>, click on contact us, click on complaints.IR@justice.gov.za

**3. SOLE AGREEMENT**

- 3.1. The Agreement, constitute the sole agreement between the parties relating to the subject matter referred to in paragraph 1.1 of this and no amendment/variation/change shall be of any force and effect unless reduced to writing and signed by or on behalf of both parties.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_ *(Name of company)*

(Operator)

Authorised signatory for and on behalf of .....*(Name of company)* who warrants that he/she is duly authorised to sign this Agreement.

**AS WITNESSES:**

**TRANSNET FREIGHT RAIL****ENQUIRY: SIC23041CIDB (HOAC-VAR-45858)****DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN  
LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL  
NETWORK FOR COUNTRYWIDE**

- 
1. Name: \_\_\_\_\_ Signature: \_\_\_\_\_
  2. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

## T2.2-24: Insurance provided by the *Contractor*

Clause 83.1 in NEC3 Term Service Contract (June 2005)(amended June 2006 and April 2013) requires that the *Contractor* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

Please provide the following details for insurance which the *Contractor* is still to provide. Notwithstanding this information all costs related to insurance are deemed included in the tenderer's rates and prices.

<b>Insurance against (See clause 83.2 of the TSC)</b>	<b>Name of Insurance Company</b>	<b>Cover</b>	<b>Premium</b>
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

Signed

Date

Name

Position

Tenderer

## **T2.2-25: Three (3) years audited financial statements**

Attached to this schedule is the last three (3) years audited financial statements of the single tenderer/members of the Joint Venture.

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

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## **T2.2-27: Form of Intent to Provide a Performance Guarantee**

It is hereby agreed by the Tenderer that a Performance Guarantee drafted **exactly** as provided in the tender documents will be provided by the Guarantor named below, which is a **bank or insurer registered in South Africa**:

Name of Guarantor  
(Bank/Insurer)

.....

Address

.....

The Performance Guarantee shall be provided within **2 (Two)** weeks after the Contract Date defined in the contract unless otherwise agreed to by the parties.

Signed

.....

Name

.....

Capacity

.....

On behalf of (name of tenderer)

.....

.....

Date

.....

### **Confirmed by Guarantor's Authorised Representative**

Signature(s)

.....

Name (print)

.....

Capacity

.....

On behalf of Guarantor  
(Bank/insurer)

.....

Date

.....



**TRANSNET FREIGHT RAIL**

**ENQUIRY: SIC23041CIDB (HOAC\_VAR\_45858)**

**DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR COUNTRYWIDE**

# C1.1 Form of Offer & Acceptance

**Offer**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR COUNTRYWIDE**

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

**The currency of this contract is the South African Rand.**

The offered total of the Prices exclusive of VAT is	<b>R</b>
Value Added Tax @ 15% is	<b>R</b>
The offered total of the Prices inclusive of VAT is	<b>R</b>
(in words)	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the tenderer:**

*(Insert name and address of organisation)*

Name & signature of witness

Date

Tenderer's CIDB registration number:

**TRANSNET FREIGHT RAIL**

**ENQUIRY: SIC23041CIDB (HOAC\_VAR\_45858)**

**DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR COUNTRYWIDE**

**Acceptance**

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the *Contractor* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1                    Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2                    Pricing Data
- Part C3                    Scope of Work: Service Information
- Part C4                    Affected Properties

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the Employer**

Transnet SOC Ltd

*(Insert name and address of organisation)*

Name & signature of witness

Date

**TRANSNET FREIGHT RAIL**

**ENQUIRY: SIC23041CIDB (HOAC\_VAR\_45858)**

**DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR COUNTRYWIDE**

**Schedule of Deviations**

Note:

1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

**For the tenderer:**

**For the Employer**

Signature ..... Name ..... Capacity ..... On behalf of ..... <i>(Insert name and address of organisation)</i> Name & signature of witness ..... Date .....	..... ..... ..... Transnet SOC Ltd ..... .....
--	---

## C1.2 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
<b>1</b>	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option and secondary Options	<b>A: Priced contract with price list</b> <b>W1: Dispute resolution procedure</b> <b>X1: Price adjustment for inflation</b> <b>X2: Changes in the law</b> <b>X13: Performance Bond</b> <b>X17: Low service damages</b> <b>X18: Limitation of liability</b> <b>X19: Task Order</b> <b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:  Address  Having elected its Contractual Address for the purposes of this contract as:  Tel No.	<b>Transnet SOC Ltd</b>  Registered address: <b>Transnet Corporate Centre</b> <b>138 Eloff Street</b> <b>Braamfontein</b> <b>Johannesburg</b> <b>2000</b>  <b>15 Girton Road</b> <b>Inyanda House 2</b> <b>Parktown</b> <b>2193</b>  <b>(011) 544 9346</b>
10.1	The <i>Service Manager</i> is (name):  Address	<b>Mr Ian Mncube</b>  <b>Inyanda House 1, 21 Wellington Road</b>

	Tel	<b>(011) 544 9346</b>
	e-mail	<a href="mailto:Ian.mncube@transnet.net">Ian.mncube@transnet.net</a>
11.2(2)	The Affected Property is	<b>In respect of each Task Order, the identified portion of the South African Freight Rail Network</b>
11.2(13)	The <i>service</i> is	<b>Maintenance of Railway Track with on-Track Open Line Grinding Machine Countrywide</b>
11.2(14)	The following matters will be included in the Risk Register	<p><b>(a) Cancellation of track occupations at short notice.</b></p> <p><b>(b) The shortage of pilots to move machines between depots.</b></p> <p><b>(c) Work on railway track near live OHTE electrical equipment holds a danger of electrocution for workers.</b></p> <p><b>(d) Working on a railway lines adjacent to lines on which rail traffic continue to run holds the risk of injury or death to workers.</b></p> <p><b>(e) Dry vegetation at or near most worksites is a fire hazard.</b></p>
11.2(15)	The Service Information is in	<b>The Scope of Services</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 weeks</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>No additional data is required for this section of the conditions of contract.</b>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>2 weeks of the Contract Date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is	<b>15 May 2024</b>
30.1	The <i>service period</i> is	<b>18 (Eighteen) months</b>
<b>4</b>	<b>Testing and defects</b>	<b>No additional data is required for this section of the conditions of contract.</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>

51.2	The period within which payments are made is	<b>Payment will be affected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>
51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Standard Bank South Africa.</b>

**6 Compensation events**

60.1(15)	A weather measurement is	<b>determined by a suitable weather station most conveniently located in the Affected area</b>
60.1(15)	The <i>weather data</i> is	<b>the weather data issued with the Task Order or within [5 days] thereof, covering the area in which the Affected Property is situated, or if not so issued the national weather data available from the South African Weather Services</b>

**7 Use of Equipment Plant and Materials**      **No additional data is required for this section of the conditions of contract.**

**8 Risks and insurance**

80.1	These are additional <i>Employer's</i> risks	<b>None</b>
83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is:	<b>Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.</b>
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.</b>
83.1	Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R10 000 000	

83.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	<b>The total of the prices.</b>
83.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	<b>The total of the prices.</b>
83.1	The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	<b>The total of the prices.</b>
<b>9</b>	<b>Termination</b>	<b>There is no Contract Data required for this section of the conditions of contract.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>4 (Four) weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is (Name)	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is	<b>The Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Johannesburg, South Africa</b>
	The person or organisation who will choose an arbitrator	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	



**12 Data for secondary Option clauses**

**X1 Price adjustment for inflation**

X1.1	The <i>base date</i> for indices is	<b>March 2024</b>	
	The proportions used to calculate the Price Adjustment Factor are:	<b>Proportion</b>	<b>linked to index for</b> <b>Index prepared by</b>
		<b>0.35</b>	<b>Labour (People)</b>  The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa.
		<b>0.40</b>	<b>Plant (Equipment)</b>  The "Plant and Equipment" index in Table 4 (Mining and construction plant and equipment price index) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.
		<b>0.13</b>	<b>Material (Civil)</b>  The "Civil Engineering Material - Total" index in Table 6 (Civil engineering material price indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.
		<b>0.12</b>	<b>Fuel</b>  The "Diesel" index in Table 1 (PPI for final manufactured goods) of the Statistical Release P0142.1 "Producer Price Index" published by Statistics South Africa.
		<b>1.00</b>	
		<b>0.15</b>	<b>Non-adjustable</b>
<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>	

**X13 Performance bond**

X13.1 The amount of the performance bond is **5% (five percent) of the total of the Prices as determined in the Pricing data.**

**X17 Low service damages**

X17.1 The *service level table* is in

Performance level	% Achieved of performance (Availability of the machine X Productivity of the machine) for each task	Low service damages for each task order
Rate of production X Availability	99-100% performance achieved	R0 (nil)
	95 - 98% performance achieved	2,5% of the Price for Services Provided in terms of the Task Order (Total Value on the Payment Certificate)
	90 – 94% performance achieved	5% of the Price for Services Provided in terms of the Task Order (Total Value on the Payment Certificate)
	88-89% performance achieved	7,5% of the Price for Services Provided in terms of the Task Order (Total Value on the Payment Certificate)
	86-87% performance achieved	10% of the Price for Services Provided in terms of the Task Order (Total Value on the Payment Certificate)
	84-85% performance achieved	12,5% of the Price for Services Provided to Date in terms of the Task Order (Total Value on the Payment Certificate)
	<84% performance achieved	15% of the Price for Services Provided in terms of the Task Order (Total Value on the Payment Certificate)

**X18 Limitation of liability**

X18.1 The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to **In respect of each Task Order 10% of the total of the Prices for the Task Order or R1,000,000.00 (One million Rand), whichever is the higher amount.**

X18.2 For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to **The deductible in terms of the *Employer's* arranged insurance.**

X18.3 The *Contractor's* liability for Defects due to his design of an item of Equipment is limited to **In respect of each Task Order, the total of the Prices for the Task Order other than for the additional excluded matters.**



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X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<b>In respect of each Task Order, the total of the Prices for the Task Order other than for the additional excluded matters.</b> <ul style="list-style-type: none"><li>• The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</li><li>• The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</li><li>• Defects due to his design, plan and specification,</li><li>• Defects due to manufacture and fabrication outside the Affected Property,</li><li>• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li><li>• death of or injury to a person and</li><li>• infringement of an intellectual property right.</li></ul>
<hr/>		
X18.5	The <i>end of liability date</i> is	<b>6 (Six) months after the completion of the <i>services</i> at a specific Affected Property or the completion of a Task Order (whichever is applicable).</b>
<hr/>		
<b>X19</b>	<b>Task Order</b>	
<hr/>		
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>5 (five) days of receiving the Task Order.</b>
<hr/>		
<b>Z</b>	<b><i>Additional conditions of contract</i></b>	

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## **Z1 Obligations in respect of Termination**

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Z1.1	The following will be included under core clause 91.1:  In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and  Under the second main bullet, insert the following additional bullets after the last sub-bullet: <ul style="list-style-type: none"><li>• commenced business rescue proceedings (R22)</li><li>• repudiated this Contract (R23)</li></ul>
Z1.2 Termination Table	The following will be included under core clause 90.2 Termination Table as follows:  Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"
Z1.3	Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

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## **Z2 Right Reserved by Transnet to Conduct Vetting through SSA**

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Z2.1	Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations: <ol style="list-style-type: none"><li>1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.</li><li>2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.</li><li>3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.</li></ol>
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**Z3 Additional clause relating to  
Collusion in the Construction  
Industry**

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Z3.1 The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.

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**Z4 Protection of Personal Information  
Act**

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Z4.1 The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

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## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

The tendering *contractor* is advised to read both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (TSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	
	Experience:	
	<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.</b>	
<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	<b>C2.2</b>
11.2(19)	The tendered total of the Prices is	<b>R_____ excl. vat</b>

## C1.3 Forms of Securities

### Pro forma Performance Guarantee

For use with the NEC3 Term Service Contract - June 2005 (with amendments June 2006 and April 2013)

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Option:

Option X13: Performance bond

The pro forma document for this Guarantee is provided here for convenience but is to be treated as part of the *Service Information*.

The organisation providing the Guarantee does so by copying the pro forma document onto its letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

The Performance Bond needs to be issued by an institution that are reasonably acceptable to the *Employer*.

Transnet may choose to not to accept an Issuer. Should the issuer not being accepted, the performance bond needs to be replaced by an issuer that are acceptable to Transnet. Issuers need to be verified for acceptance by Transnet before a performance bond is issued.

**Transnet Freight Rail**

**ENQUIRY:** SIC23043CIDB (HOAC-VAR-45786)

**DESCRIPTION OF THE SERVICES** MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK SLEEPER REPLACEMENT MACHINE (HIGH PRODUCTION) COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.

**Pro-forma Performance Bond (for use with Option X13)**

*(to be reproduced exactly as shown below on the letterhead of the Surety)*

Transnet SOC Ltd  
C/o Transnet Freight Rail  
Transnet Corporate Centre  
138 Eloff Street  
Braamfontein  
Johannesburg  
2000

Date:

Dear Sirs,

**Performance Bond for Contract No. ....**

With reference to the above numbered contract made or to be made between

**Transnet SOC Limited, Registration No. 1990/000900/30** (the *Employer*) and

{Insert registered name and address of the *Contractor*} (the *Contractor*), for

{Insert details of the *service* from the Contract Data} (the *service*).

I/We the undersigned \_\_\_\_\_  
on behalf of the  
Guarantor \_\_\_\_\_  
of physical address \_\_\_\_\_  
\_\_\_\_\_

and duly authorised thereto do hereby bind ourselves as Guarantor and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the *Contractor* and for all losses, damages and expenses that may be suffered or incurred by the *Employer* as a result of non-performance of the Contract by the *Contractor*, subject to the following conditions:

1. The terms *Employer, Contractor, Service Manager, service* have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the service period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.



**Transnet Freight Rail**

**ENQUIRY:** SIC23043CIDB (HOAC-VAR-45786)

**DESCRIPTION OF THE SERVICES MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK SLEEPER REPLACEMENT MACHINE (HIGH PRODUCTION) COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.**

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4. This bond will lapse on the earlier of
- the date that the Guarantor receives a notice from the *Service Manager* stating that the Completion Certificate for the whole of the *service* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
  - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Service Manager*.
5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Service Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Service Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:
- (say) \_\_\_\_\_
- R \_\_\_\_\_
8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 201\_

Signature(s)	_____
Name(s) (printed)	_____
Position in Guarantor company	_____
Signature of Witness(s)	_____
Name(s) (printed)	_____

## PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions	2 – 4
C2.2	Price Lists	5 – 6

## C2.1 Pricing assumptions: Option A

### 1. GENERAL

#### 1.1 How work is priced and assessed for payment

##### Clause 11 in NEC3 Term Service Contract (TSC3) core clauses and Option A states:

Identified and 11

defined terms 11.2 (12) The Price List is the price list unless later changed in accordance with this contract.

(17) The Price for Services Provided to Date is the total of

the Price for each lump sum item in the Price List which the Contractor has completed and

where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the Contractor has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

##### Clause 50 in NEC3 Term Service Contract (TSC3) core clauses and Option A states:

Assessing the amount due

50.2

The amount due is

- the Prices for the Services Provided to Date,
- plus other amounts to be paid to the Contractor,
- less amounts to be paid by or retained from the Contractor.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as estimated quantities of service multiplied by a rate or a mix of both.

#### 1.2 Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The Contractor Provides the Service in accordance with the Service Information". Hence the Contractor does not Provide the Service in accordance with the Price List. The Price List is only a pricing document.

#### 1.3 Preparing the price list

Before preparing the price list, both the Employer and tendering contractors should read the TSC3 Guidance Notes pages 14 and 15. In an Option A contract, either Party may have entered items into the price list either as a process of offer and acceptance (tendering) or by negotiation depending on the nature of the service to be provided. Alternatively the Employer, in his Instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the Contractor to include in the price list to be prepared and priced by him.

It is assumed that in preparing or finalising the price list the Contractor:

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A;
- Understands the function of the Price List and how work is priced and paid for.
- Is aware of the need to link priced rates with parameters for the volume of work involved in Providing the Service as contemplated in *price list* contained in section C2.2;
- Has listed and priced items in the price list which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the

time of tender, as well as correct any Defects not caused by an Employer's risk. This should also include all liabilities and obligations set forth or implied in the Contract data, as well as any profit.

- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items in order to fulfil the obligation to complete the service for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the Contractor estimated at time of tender. The only basis for a change to the (lump sum) Prices is as a result of a compensation event.

## 2. FORMAT OF THE PRICE LIST

Entries in the first four columns in the price list in section C2.2 are made either by the Employer or the tendering contractor.

If the Contractor is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering contractor enters the amount in the Price column only, the Unit, Estimated Quantity and Rate columns being left blank.

The pricing table contained in section C2.2 contemplates;

- (i) a fixed establishment fee paid once off and
- (ii) volume based pricing with applicable rates based on actual volumes of work provided to the Contractor

The tendering contractor is required in the first row to provide its proposed once-off rate for establishment.

The remaining portion of the total of the Prices is determined through volume based pricing, whereby the amounts finally due to the Contractor in each month within the *service period* are determined monthly by applying the applicable rate to the actual volume of Works issued to the Contractor subject to the terms and conditions of the contract.

In this regard the tendering contractor is required to propose the relevant rates for the defined parameters of works for items 2.1 to 2.4 of the Price List (as further described in paragraphs 4.2 to 4.6 below).

## 3. GENERAL PRICING ASSUMPTIONS

- 3.1 The agreement is based on the NEC Term Service Contract.
- 3.2 It will be assumed that prices included in the Price List are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.
- 3.3 The Price List is not intended for the ordering of materials. Any ordering of materials, based on the Price List, is at the Contractor's risk.
- 3.4 The prices should cover the cost (as explained in par 1.3 above) for the work as described. The quantities set out in these Price Lists are estimates and do not necessarily represent the actual amount of work to be done per quantity item. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in these Price Lists (refer to par 1.1 above).
- 3.5 The short descriptions of the items of payment given in this Price List are only for purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Service Information.
- 3.6 For each item in the Price List, the *Contractor* shall provide in the appropriate column the portion of the tendered sum (inclusive of labour and material).
- 3.7 The total in the Price List shall be exclusive of VAT and shall be transferred to form C1.1 (Form of Offer and Acceptance).

#### 4. MEASUREMENT AND PAYMENT FOR CONTRACT

This part C2 of the specification as well as any reference in part C3 will apply to determine conditions under which payments for this contract are to be made.

The basis of payment of this contract is the **final kilometre grinded for Open Lines including all standard fire fighting vehicles and labour.**

##### 4.1 ITEM 1.1: Establishment Payment

The purpose of the establishment payment is for the once off establishment of mobile accommodation facilities to cater for all operation and support staff undertaking the service.

This payment will be made monthly once the machine has first attained a minimum of 92% availability for two months consecutively during the service period.

##### 4.2 ITEM 2.1: Expected Volume Work Rate

The **Expected Volume Work Rate** is, in relation to each month within the *service period*, the rate stipulated in the Price List applicable where the volume of work for Providing the Service received in that month meets or exceeds the Assumed Monthly Work<sup>1</sup> but is not more than 75% of the Potential Monthly Work<sup>2</sup>.

**NB: The bidder is expected to derive his/her price offer from this rate with the submission.**

**Potential work** is the number of kilometres indicated in the price list by the Employer which would be reconciliated on a monthly basis as per the volume-based rates.

##### 4.3 ITEM 2.2: High Volume Work Rate

The **High Volume Work Rate** is, in relation to each month within the *service period*, the rate stipulated in the Price List applicable where the volume of work for Providing the Service received in that month meets or exceeds 76% of the Potential Monthly Work but is not more than the Potential Monthly Work.

##### 4.5 ITEM 2.3: Low Volume Work Rate

The **Low Volume Work Rate** is, in relation to each month within the *service period*, the rate stipulated in the Price List applicable where the volume of work for Providing the Service received in that month is lower than the Assumed Monthly Work.

##### 4.6 ITEM 2.4: Interim Average Work Rate

The **Interim Average Work Rate** is, in relation to each month within the service period, the weighted average rate between the High Volume Work Rate, Expected Volume Work Rate and Low Volume Work Rate as stipulated in the Price List.

##### 4.7 ITEM 8: Fire Breaks

<sup>1</sup> Assumed Monthly Work is 50% of the Potential Annual Work

<sup>2</sup> Potential Monthly Work is the estimated potential volume of Work which the Service Provider could receive within each month of the *service period*.

Transnet Freight Rail

ENQUIRY: SIC23041CIDB (HOAC\_VAR\_45858)

**DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR COUNTRYWIDE**

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The fire break rate is, in relation to the control burning of grass or vegetation adjacent to the railway track on both sides. The *Service Manager* or his/her delegated authority will assess the risk areas and request these breaks to be done for preventing runaway fires and this would on an when basis.

#### 4.7 General

The rate quoted shall include for the full time availability of the machine including the provision and maintenance of the machine in full operational condition, and also including all maintenance and support staff and fuels.

All time and productivity records and calculations shall be recorded on every month's payment calculations to monitor time allowed for the contractor to achieve the required output.

## C2.2 the price list

SIC23041CIDB

**Machine Category:**

Open Line Grinding Machine Service

**Work Packages:**

Number of Open Line Grinding Machine Packages Required = 1

Item no.	Description	Quantities.	Unit	Rate	AMOUNT
<b>1</b>	<b>Establishment</b>				
1.1	Establishment cost	14	Monthly		
<b>2</b>	<b>Volume Based Pricing</b>				
2.1	Expected Volume Work Rate ( $\geq 50\% \leq 75\%$ of Potential Monthly Work)	10840	km		
2.2	High Volume Work Rate ( $\geq 76\% \leq 100\%$ of Potential Monthly Work)	Rate only	km		
2.3	Low Volume Work Rate ( $< 50\%$ of Assumed Monthly Work)	Rate only	km		
2.4	Interim Average Work Rate	Rate only	km		
<b>3</b>	<b>Over time</b>				
3.1	Hours outside Tom of 8/day plus Saturdays or weekdays or weekdays when in excess of 5 out of 7 / 10 out of 14 days are worked consecutively. (N/A to 28-day month shifts)	600	Hour		
3.2	Hours outside Tom of 9.5/day ( $9.5 < \text{Tom}$ ) (Payment only when Tom average $> 9.5$ hrs)	45	Hour		
3.3	Overtime payment for Sun & PPH $> 8$ hrs when in excess of 5 out of 7 or 10 out of 14 days are worked consecutively.	240	Hour		
<b>4</b>	<b>Shift Allowance</b>				
4.1	Shift payment for Saturday when working 10/4 days	288	Hour		
4.2	Shift payment for Sun and PPH when working 10 out of 14 Days	288	Hour		
4.3	Night shift payments for night shifts between 18H00 & 06h00 (this shift payment is in addition to any payments in items 3.1 & 3.2 and item 4.1 & 4.2)	1920	Hour		
<b>5</b>	<b>Additional Fire Protection &amp; Support Labour &amp; Vehicles</b>				
5.1	Support LDV's (Standard LDV & Driver) Provision & running cost	79	Day		
5.2	Supplementary LDV's (4X4 LDV & driver)(Provision and running cost)	79	Day		
5.3	Add. Sup. Vehicle for labour transport 3 or 4 t. light truck (prov. To be used in place of ldv)	79	Day		
5.4	Provision of 6000lt road water tanker & driver ( provision and running cost )	79	Day		
5.5	Provision of 15000lt road water tanker & driver ( provision and running cost )	79	Day		
5.6	Firefighting and Track Support Labour. (14 men for 250 days per year) [ number of men x days]	886	Man Days		

Transnet Freight Rail

ENQUIRY: SIC23041CIDB (HOAC\_VAR\_45858)

DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR COUNTRYWIDE

6.1a	Overtime rate for LDV, 4x4 LDV, road rail & water tanker drivers	270	hour		
6.1b	Sunday & PPH time rate for LDV, 4x4 LDV, road rail & water tanker drivers	135	hour		
6.1c	Saturday shift rate for LDV, 4x4 LDV, road rail & water tanker drivers	348	hour		
6.1d	Sunday and PPH shift rate for LDV, 4x4 LDV, road rail & water tanker drivers	348	hour		
6.2a	Overtime rate for day labour for firefighting & track support labour	300	Man hour		
6.2b	Sunday & PPH time rate for day labour ( firefighting & track support labour)	1252	Man hour		
6.2c	Saturday shift rate for day labour for firefighting & track support labour	1254	Man hour		
6.2d	Sunday & PPH shift rate for day labour for firefighting & track support labour	1224	Man hour		
7	<b>Moving Between worksites for machines (variable travel cost for Grinder.)</b>	3225	Km		
8	<b>Firebreaks on high-risk areas adjacent to the railway track (Both sides)</b>	Rate only	Km		
9	<b>Day labour</b>				
9.1	Artisan	Rate only	Day		
9.2	Skilled Labour	Rate only	Day		
9.3	Unskilled Labour	Rate only	Day		
9.4	Day labour (if required)	Rate only	Day		
10	<b>Additional handheld profile measuring gauges</b>	Rate only	Item		

The total of the Prices =

R

\_\_\_\_\_  
Bidder's Signature



## **PART C 3.1 Service Information by the Employer**

# **Maintenance of Railway Track with Rail Grinders: Open Line**

- 1 Definition**
- 2 Description of the works**
- 3 Management and start up**
- 4 Training**
- 5 Construction**
- 6 Standards of workmanship and accuracy**
- 7 Evaluation of machine performance**
- 8 Plant and materials standards and workmanship**
- 9 Testing, completion, commissioning and correction**
- 10 List of drawings**

**ENQUIRY: SIC23041CIDB (HOAC\_VAR\_45858)****DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR A PERIOD OF EIGHTEEN (18) MONTHS COUNTRYWIDE**

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**1 DEFINITIONS**

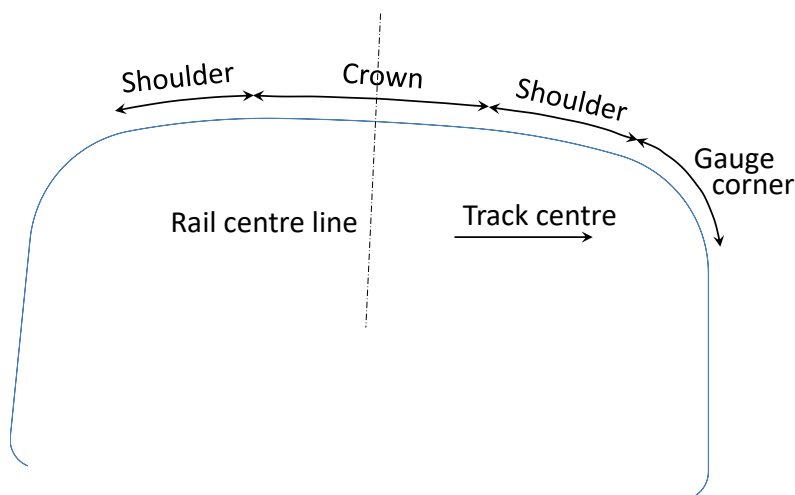
- 1.1 The following definitions shall apply.
- 1.2 Final ground km of track: Section distance in km, finally ground to the Employer's required specification.
- 1.3 Pass km: The linear distance in km travelled by the grinder while grinding. Pass km = final ground km x passes.
- 1.4 *Service Manager*: Is a person appointed by the *Employer* to administer the contract according to the NEC3 Term Services Contract (TSC3) and in terms of this contract.
- 1.5 *Supervisor*: Is a person appointed by *Employer* to administer the performance and quality of the works according to the NEC3 Term Services Contract (TSC3) and in terms of this contract.
- 1.6 Working Time: Working Time shall be defined as the time during which the Rail Grinding Machine is grinding the rails, sometimes also referred to as spark time. Abbreviated as Tw.
- 1.7 Travel Time: The time taken to travel from one Depot to another shall be considered as Travel Time.
- 1.8 Normal Working Hours (NWH): A continuous shift of 8 hours out of every 24 hours for 5 consecutive days out of every 7 days or for 10 consecutive days out of every 14 days. The *Service Manager* will determine or approve the starting times, which may vary to suit seasonal changes or train time tables.
- 1.9 Maximum Occupation Time (MOT): Occupation time of 8 hours out of every 24 hours for 10 consecutive days out of every 14 days.
- 1.10 Double Shift Working: A second shift of 8.0 hours within one particular 24 hour day.
- 1.11 Overtime: Occupation time worked in excess of MOT, Or occupation time worked on statutory public paid holidays applicable to the *Contractor*.
- 1.12 Normal Shift Working (not exceeding Normal Working Hours): Shifts (8.0 hours) worked on Saturdays, Sundays or on Public Paid Holidays up to Normal Working Hours.
- 1.13 Night Shift Working (Occupation time between 18h00 to 06h00): Night Shift Working will apply to any part of any shift for which occupation time has been approved and happens to fall between 18h00 and 06h00 on any day of the week inclusive of Public Paid Holidays.
- 1.14 Occupation: The formal closure of a railway line to normal rail traffic for a specified period of time arranged in accordance with Infrastructure Occupation Management System (IOMS) and implemented in accordance with the Protection Manual.
- 1.15 Free-on-rail: Free-on-rail implies allowing the *Contractor* to move an On Track machine from one track destination to another with no track usage cost levied on the *Contractor*. The *Employer* provides the right of passage and the pilot required, without cost and at times whereby such a passage and pilot can be made available by the *Employer*. Free-on-rail passage will normally be allowed for at the start of a contract to deliver a machine to the starting place of work and at the end of the contract to return a machine to the

**ENQUIRY: SIC23041CIDB (HOAC\_VAR\_45858)**

**DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR A PERIOD OF EIGHTEEN (18) MONTHS COUNTRYWIDE**

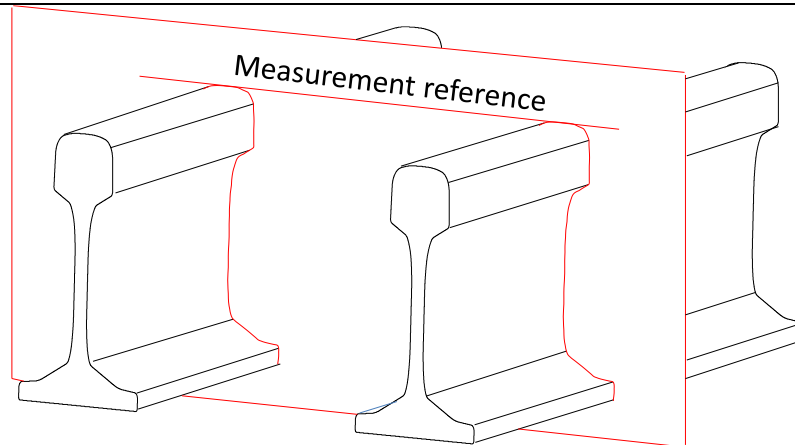
*Contractors* depot if required by the *Contractor*. Free-on-Rail movement of a machine during a contract for major workshop repairs required of a machine may only occur if specifically agreed to by the *Service Manager*. Such a move shall then occur during the *Contractors* time.

- 1.16 E7/1: Specification For General Work And Works On, Over, Under Or Adjacent To Railway Lines and Near High Voltage Equipment
- 1.17 OEM: The Original Equipment Manufacturer of the machinery.
- 1.18 OHTE: Overhead Traction Equipment (Overhead electrical power supply for electric locomotives).
- 1.19 The rail head profile nomenclature is given in Figure 1

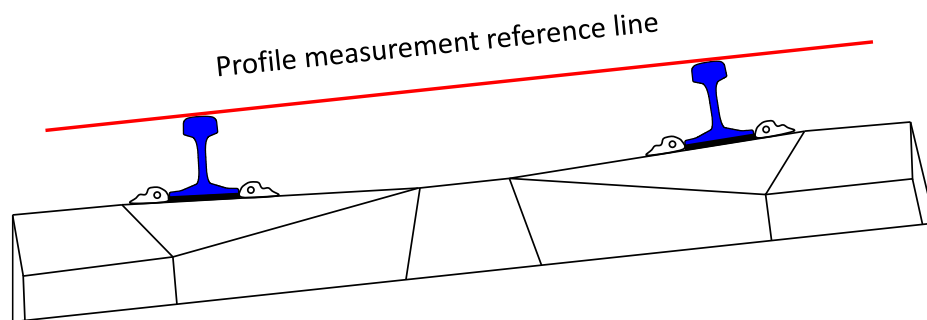


**Figure 1: Rail head profile nomenclature**

- 1.20 The reference plane for transverse profile measurements shall be a line perpendicular to the track centre in the horizontal plane and connecting the highest points on the two rails in the vertical plane as shown in Figure 2 and Figure 3.



**Figure 2: Rail head profile measurement plane (red), vertical, perpendicular to the track centre line and referenced on the line connecting the top of the crowns of the two rails**

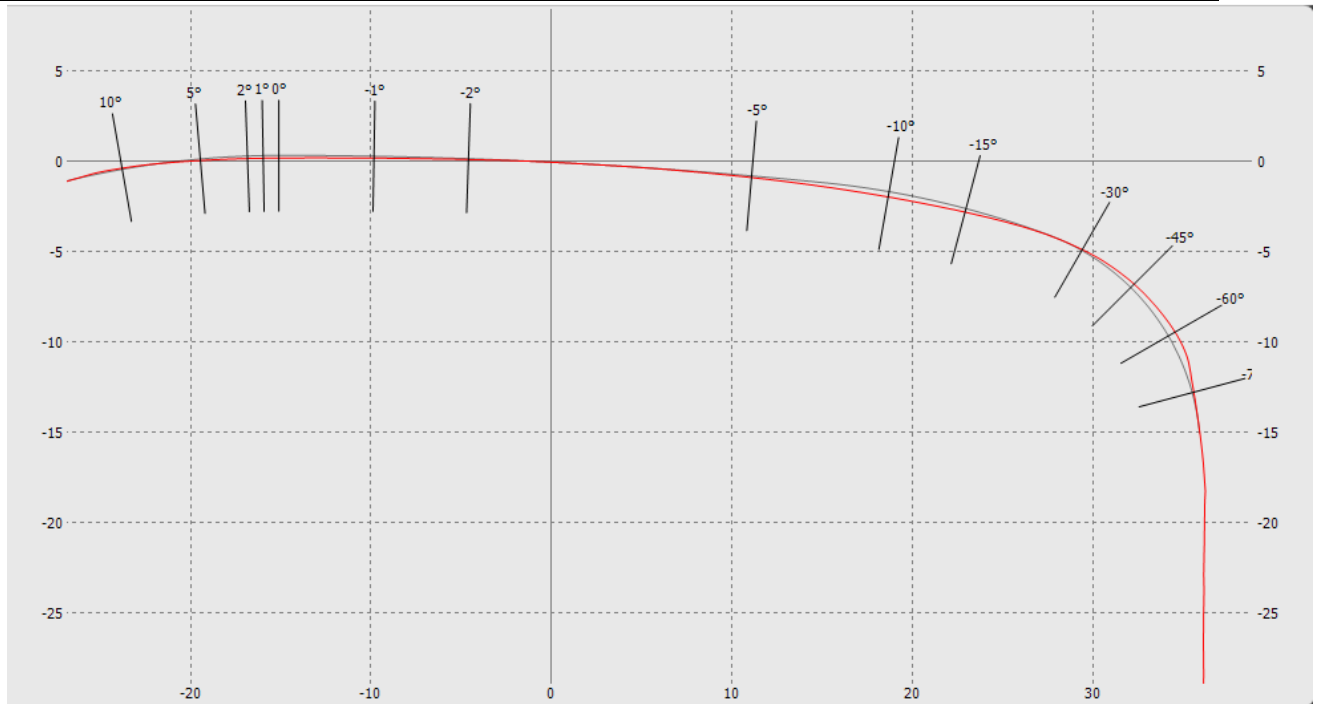


**Figure 3: Rail transverse profile measurement reference**

1.21 Positions on the rail profile shall be referred to by the profile tangent angle. The tangent angle of the reference profile when matched to the measured profile angles are measured in the anti-clockwise direction. Points towards the gauge corner of the rail will thus have negative (-) angles and points towards the field side of the rail will have positive (+) angles. Selected rail profile positions are shown in Figure 4 to demonstrate the convention.

**ENQUIRY: SIC23041CIDB (HOAC\_VAR\_45858)**

**DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR A PERIOD OF EIGHTEEN (18) MONTHS COUNTRYWIDE**



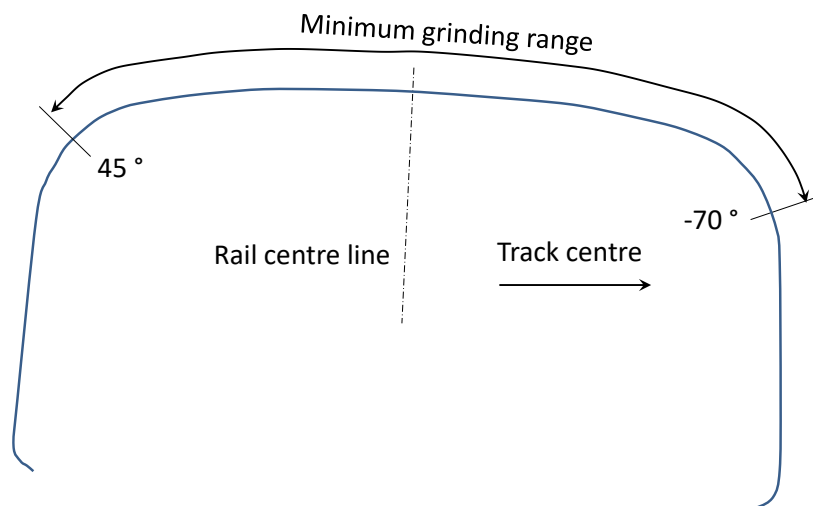
**Figure 4: Selected rail profile positions (10°, 0°, -45°) to demonstrate the convention**

**ENQUIRY: SIC23041CIDB (HOAC\_VAR\_45858)**

**DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR A PERIOD OF EIGHTEEN (18) MONTHS COUNTRYWIDE**

## 2 DESCRIPTION OF THE WORKS

- 2.1 This contract includes the maintenance of railway track by the *Contractor* with 1 065 mm on-track grinding machine(s). The machine(s) shall be able to grind the rail head from at least  $-70^\circ$  (gauge side) to at least  $45^\circ$  (field side) as shown in Figure 5.



**Figure 5: Minimum required machine grinding range capability**

- 2.2 This grinding contract shall include the supply of the grinding machines, the operation of the grinding machines, the maintenance of the grinding machines and the supply of all consumables and support services and equipment necessary for the execution of the work to full meaning and intent of the contract.
- 2.3 The machine(s) shall be capable of grinding all rail profiles in the range from 40 kg/m to 60 kg/m.
- 2.4 The areas where the services will be executed shall be all railway lines owned and / or maintained by the *Employer* in the north corridor.
- 2.5 The types of grinding and machine capacity required are shown in Table 1.
- 2.6 Machine capacity will be considered in the award of the contract.
- 2.7 Furthermore, Transnet reserves the right to award the contract in whole, or in part, at its discretion.
- 2.8 The *Employer* shall compile the schedule of work for each Machine which will be confirmed by task orders.
- 2.9 The deployment of the capacity of the grinding machine(s) and the priority of work site shall be determined by the *Employer*.
- 2.10 The *Employer's* objective on this contract is to start with corrective grinding of all lines and then gradually move to preventative or cyclic grinding. The contractor's equipment should have the capability to achieve this.

**ENQUIRY: SIC23041CIDB (HOAC\_VAR\_45858)**

**DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR A PERIOD OF EIGHTEEN (18) MONTHS COUNTRYWIDE**

- 2.11 Additional work may be done, only if instructed so and confirmed as allowable within the total value of the contract by the *Service Manager*.
- 2.12 The work shifts may either be 5 days out of 7 or where work and staff requirements justify, 10 workdays out of 14. The annual break shall be for a period of at least 15 workdays and shall normally be arranged for over the annual Builders break in December.
- 2.13 The *Contractor* may be required to be available during Annual Holidays for emergency work.
- 2.14 The *Contractor* may be required by the *Employer* to work outside the borders of Transnet and / or outside the borders of the Republic of South Africa.

**Table 1: Machine capacity required**

<b>Work Load category</b>	<b>Machine and / or Type of Machine output required</b>	<b>Planned depot or area where machine is required to work</b>
Rail Grinding: Open Line	<p><b>One</b> rail grinding machine is required including measurement system for continuous measurement of rail transverse profile. The contractor has to keep this records for a period of at least 5 years.</p> <p>Capability of <b>the</b> machine: Removal of a minimum of 11 mm<sup>2</sup> of material per rail over the cross-section of the rail head in a single pass at a speed of not less than 9 km/h per pass.</p>	All depots country wide, including N1, N2, S Lines and other lines as required by Transnet

**3 MANAGEMENT AND START UP**

3.1 Management meetings

3.1.1 As close to the beginning of each month, the *Service Manger* or his/her delegated person will call a management meeting to discuss the work done in the previous month in conjunction with the *Contractor and Sub-contractor*. It is the intention of the *Employer* to have an open discussion with all parties involved in matters pertaining to this contract.

3.1.2 This management meeting must be conducted once every month for the duration of the contract by the *Service Manager*. Work progress and task orders must be discussed in these meeting. The

**ENQUIRY: SIC23041CIDB (HOAC\_VAR\_45858)****DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR A PERIOD OF EIGHTEEN (18) MONTHS COUNTRYWIDE**

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agenda will include machinery movement, actual progress versus task orders, delays, service information, planning, firefighting etc.

3.1.3 Operations planning meetings must be conducted every working day on site. The *Contractor*, *Sub-contractor*, *Employer* representative (the *Supervisor*) and all other supporting staff of both *Contractor* and *Employer* must be part of these meetings. Safety, risk and environmental matters need to be addressed in these meetings.

3.1.4 Payment meetings must be conducted once every month for the duration of the Contract. These may coincide with the management meetings. Both the *Service Manager* and the *Contractor* must be represented. This activity must be done before the 10th day of every month for the work done in the previous month.

3.1.5 Management site meetings: The *Contractor* shall attend meetings as scheduled by the *Service Manager*; such meetings shall be for the purpose of discussing daily challenges experienced with the machine and operational issues.

3.1.6 The *Service Manager* may call ad-hoc meetings any time during the contract period.

3.1.7 Technical and safety audits of the machinery and equipment must be done at least once during the contract period. An audit report must be sent to *Service Manager* no less than two weeks after the completion of the audit.

3.1.8 Machine brake tests must be done at least once a month, and the written or electronic report must be sent to the *Service Manager* monthly.

3.1.9 Wheel profile wear of the rail grinder shall be checked at least once per month at least with a field gauge RSA128\_100\_001.

### 3.2 Documentation

3.2.1 All documentation shall be supplied and / or available in English.

3.2.2 A complete maintenance manual and spare parts list must be available on the machine.

3.2.3 The *Contractor* shall supply the *Service Manager* with maintenance plans and submit monthly maintenance reports.

3.2.4 A complete operator's instruction manual must be available on the machine.

3.2.5 A complete machine safety and risk file must be available on the machine.

3.2.6 A visitor registration book must be available on the machine.

3.2.7 A Site diary must be available on the machine.

### 3.3 To be provided by the *Contractor*



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- 3.3.1 Planning of work and emergency standby.
- 3.3.2 The *Contractor* shall in addition to what is stipulated in this Service Information, provide the following facilities and support for the.
  - 3.3.2.1 Lighting of the Work Site: The *Contractor* shall provide lighting on and with the machine should the machine be required to work at night. Where a machine is required to work at night, the *Contractor* will be required to provide lighting for the support labour required to work with the machine. This will apply to all workplaces in tunnels and other workplaces where work is to be taking place during hours between 18:00 and 06:00. The *Employer* will notify the *Contractor* at least one week prior to lighting arrangements needing to be made. The lighting shall be of intensity and spread to satisfy safe work and efficiency requirements.
  - 3.3.2.2 *Support labour and tools*: The *Contractor* or his sub-contractor(s) shall provide all equipment, tools and support required to support the grinding activity, including the control measurements to control quality.

### 3.4 Quality measurements

- 3.4.1 Separate measurements of workmanship and accuracy may be taken by or under the supervision of the *Service Manager* with a handheld portable measuring device suitable for the variable being measured.
- 3.4.2 Requirement for Quality control of grinding:
  - 3.4.2.1 Quality control measurements of what has been achieved are required after grinding. This shall normally be provided under the instruction of the employer to the *Contractor* utilising the measuring equipment of the machine and providing a grind report linked to the grind plan.
  - 3.4.2.2 Quality control measurements shall be provided within 24 hours after grinding. This shall be done regularly as follows:
  - 3.4.2.3 Continuously in the control cab of the grinder whilst grinding to allow the operator of the grinder as well as the *Supervisor* to record acceptance of work done and to adjust planning of grinding within the time constraints when grinding.
- 3.4.3 The process, type and presentation format of control measurement data and process of making this available to the *Service Manager* must be qualified by bidders in the submission of the tender.
- 3.4.4 Should control measurement not be provided as agreed on, the *Employer* shall impose a penalty
- 3.4.5 The *Employer* reserves the right to do quality assessments as and when required by any method available.
- 3.4.6 Bidders may submit proposals for similar or better methods of rail measurement to control the quality and progress of grinding towards target rail profiles.

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- 3.4.7 Work will be acceptable if the transverse profile target specified by the *Supervisor* has been achieved. Grinding will be done towards the target profile with a minimum number of grinding passes. The Contractor should be able to prove that the ground profiles are moving closer to the target profile irrespective if the allowable number of grinding passes cannot move the ground profile to within acceptable tolerances from the target profile.
- 3.4.8 Grinding would also be done to remove or control severe RCF/Rolling Contact Fatigue, corrugations and other surface defects that can be removed by grinding.
- 3.4.9 Depending on the condition of the rail profile, the specified target profile may not be achievable in a single grinding campaign. The target to be achieved for each grinding section and each grinding campaign shall be agreed between the *Service Manager* and the *Contractor* at the pre-grinding campaign meeting. At this meeting the *Contractor* shall present pre-grinding measurements and the grinding plan for the grinding campaign
- 3.4.10 Post grinding measurements taken should indicate:
- 3.4.10.1 The work section description (A work section also commonly referred to as a grinding section is the higher resolution of tangent or curve that for which a specific grinding pattern is applied).
  - 3.4.10.2 The as-ground transverse rail profile from at least 14 mm below the rail crown on the gauge side to at least 45° on the field side. The gap/residual between the as-ground transverse profile and the specified/target profile shall be calculated.
  - 3.4.10.3 The remaining depth of longitudinal profile defects
  - 3.4.10.4 Facet widths and
  - 3.4.10.5 Surface roughness
- 3.4.11 The above measurements should
- be taken after completion of work, recorded on measurement sheets supplied by the *Service Manager* or electronically, and accepted by both parties' signatures.
- 3.4.12 The *Employer* may inspect and measure any section, to assess the quality of grinding, up to one month after grinding took place on the section.
- 3.4.13 Manual Transverse profile measurements will not be taken at wheel-burns, aluminothermic or flash-butt welds, joints, closure rails, or in positions where the rail's wear pattern varies so much that the equipment cannot achieve the required quality.
- 3.5 Safety risk management.
- 3.5.1 Risk register for Grinding

The following is a provisional list of matters to be included in the risk register:

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- 3.5.1.1 Cancellation of track occupations or restriction of occupations to not achieve workdays required to achieve planned workload.
  - 3.5.1.2 Cancellation of track occupations at short notice.
  - 3.5.1.3 Increase in traffic might result in considerable pressure to reduce occupation time to allow execution of workload.
  - 3.5.1.4 Adverse weather conditions such as wind, heavy rain, and mist may be a threat to achieving planned production.
  - 3.5.1.5 Track sections and turnouts with replaced rail not removed adjacent to track may be a threat to both safety of required working and a threat to achieving planned production.
  - 3.5.1.6 Since the rail grinder / profiler will often work away from any major depot, the quality of maintenance, and level of safety must at all times be very high to ensure a good production and safe working of the machine.
  - 3.5.1.7 Co-ordination of the daily works between the *Contractor* and the *Employer* must be in cooperation with the *Employer* Track Inspector in charge of the occupation as this is very important and critical. This contract hierarchy of working must be adhered to at all times to ensure a managed risk and reduce any threat of misunderstanding or operation.
  - 3.5.1.8 Work on or near live OHTE lines and equipment holds a severe risk of shock or electrocution of workers.
  - 3.5.1.9 Working between trains and adjacent to lines on which rail traffic will continue while working holds a risk of injury or death to workers adjacent to the machine.
  - 3.5.1.10 Track equipment such as axle counters, lubricators, level crossings blocks and all other wayside equipment that can hinder or interfere with continuous grinder production, may be a threat to production.
  - 3.5.1.11 Exhaust fumes from the rail grinder's engine may contaminate the air when working in tunnels. Furthermore, ineffective tunnel ventilation shafts may further compound this problem.
  - 3.5.1.12 In tunnels lack of communication may prevail due to reduced or poor cell phone / two-way radio reception. Increased noise levels may also contribute to poor communication within tunnels.
  - 3.5.1.13 The reaction time for emergency personnel may be considerably hindered when working in a tunnel environment.
  - 3.5.1.14 Inherent to tunnel working is poor lighting as this may further reduce visibility
  - 3.5.1.15 The *Contractor's* staff must take cognizance of oil spillage which may make the treading surface slippery therefore posing a subsequent risk to injury/death.

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- 3.5.1.16 The *Contractor* must exercise caution when grinding so as not to damage electrical and signal bonds as this will invariably lead to train delays.
- 3.5.1.17 When travelling or grinding, the *Contractor* must remain alert at all times so as not to pass any signal at danger. Signals passed at danger may only occur should these movements be properly authorised.
- 3.5.1.18 The late arrival of pilots to move the grinder from one site to the next on railway lines.
- 3.5.1.19 Long and dry vegetation at or near most worksites is a fire hazard during grinding action.
- 3.5.1.20 Absence of fire breaks increases the risk of fire during grinding action.
- 3.5.1.21 Poor or absence of service roads alongside the track may make firefighting duties difficult.
- 3.5.1.22 High ballast profile may damage spark deflectors of the grinding machine.
- 3.5.1.23 Low ballast profile may lead to grinding sparks escaping from under the spark deflectors.
- 3.5.1.24 General nation-wide water shortages may pose a risk for firefighting.

### 3.6 Commencement and Duration of contract

- 3.6.1 The commencement date will only be finalised after acceptance of tenders. The Contract will therefore commence on the date stipulated in the acceptance letter.
- 3.6.2 Bidders shall also qualify their offers stating how soon after the award of the contract they will be able to start with the work. This shall include the provision and operation of any other on-track machines or support equipment. Where equipment offered may only be available at a later date, the date at which this will be available shall be indicated clearly upon submission of tender.
- 3.6.3 The duration of this contract is eighteen (18) months. The expiry date will therefore depend on the starting date of each part. The work output required shall depend on *Site* conditions and is expected to be carried out over the full duration of the contract period of eighteen (18) months. The *Contractor* shall Supply, Operate and Maintain the machine.
- 3.6.4 The Contract can be terminated by mutual agreement should technical or safety problems become evident during the execution of the works.

## 4 TRAINING

### 4.1 Training of *Contractor's* staff and compliance with safety requirements.

- 4.1.1 The *Contractor* shall ensure that all staff working on or with the contract are adequately qualified and trained, so as to comply with any relevant safety and quality requirements. This applies for both the *Contractors* own staff or any staff of a sub-contractor employed by the *Contractor*.
- 4.1.2 This *Contractor* responsibility to ensure that his staff is qualified and trained implies that:

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- 4.1.2.1 Specific graded staff shall be qualified and sufficiently experienced and in possession of a qualification certificate for the required position or responsibility.
- 4.1.2.2 All staff shall also possess any other relevant induction or safety qualifications.
- 4.1.2.3 The *Contractor* shall ensure that a complete up to date record is kept of safety qualifications or training and certification of all staff for all the relevant qualifications and safety requirements.
- 4.1.2.4 The record of the qualifications and / or training kept by the *Contractor* shall also be available on site.
- 4.1.2.5 All relevant requirements for refresher training shall be adhered to and the *Contractor* shall ensure that the refresher training and certification required is provided for the relevant staff.
- 4.1.3 At the commencement of the contract, the *Employer* shall assist the *Contractor* with the initial on-the-job training for the staff as specified in Table 2, so as to assist the *Contractor* to qualify the workers / staff. The assistance for training shall apply only for the types of training listed in the Table 2.
- 4.1.4 The *Contractor* shall ensure that all qualifications, training, and certification for all other requirements such as Machine Operators, Technicians / Fitters, Track Masters or Machine Track maintenance Service Managers, Drivers, Crane and Earthmoving operators, Rail disc cutter operators are in place, valid and that record is kept of such qualifications. This implies that the *Contractor* shall ensure that proof of qualifications is kept and provided on request.
- 4.1.5 Where training is required by the *Contractor* for other than normal track work functions and the *Employer* has undertaken to provide this training, the following shall apply:
- The number of staff requiring training for a specific qualification or activity is to be provided by the *Contractor* in good time to allow for arranging such training.
  - Training will normally only be provided at an *Employer's* facility.
  - Arrangements for the training and/or testing must be made with the *Service Manager*.
- 4.1.6 For critical work outputs as well as specific activities, the *Contractor* shall ensure that he has a core group of workers with sufficient previous experience to take the lead in undertaking maintenance tasks to ensure experience of safe and productive working.
- 4.1.7 Where any training is provided by the *Employer* at a depot, the *Contractor* shall be responsible for transport, accommodation and meals. Where the training is provided by the *Employer*, the lecture hall with facilities and handout material will be provided by the *Employer*.
- 4.1.8 Where the *Contractor* will be required to provide an accredited trainer, paid for by the *Employer* under the "Day Labour" rate, or where the *Contractor* arranges his own staff's re-training or refresher training, the *Employer* will make available, free of charge, any of the existing depot venues if so,

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required by the *Contractor*. Arrangements for the venue for training shall be made by the *Contractor* with the depot through the *Service Manager*.

4.1.9 When training is conducted by a representative of the *Contractor*, the basic specifications and content of what is required to conduct the training, will be supplied by the *Employer*.

4.1.10 Training to be provided by *Employer* or by hired accredited trainers:

4.1.10.1 The intention is that the *Employer* shall provide, where required, the training for the qualifications or certification as listed in Table 2 at the start of this contract. Where the *Employer* cannot provide the training, the required accredited trainer shall be hired by the *Contractor* and be paid for under the provisional day labour item.

4.1.10.2 During the course of the contract any required alternative or follow up or refresher training for new recruits or replacement staff, shall be undertaken by the *Contractor* as part of the contract responsibility and at the cost of the *Contractor*.

4.1.10.3 For the purpose of pricing, where an accredited trainer is required to be provided by the *Contractor*, the following assumption must be used:

- The content of training course material required by the *Contractor* will be provided by the *Employer*.
- The trainer will need to be sufficiently qualified and then be tested by the *Employer* and be accredited by the *Employer* to conduct the training, testing and certification of candidates trained. Such testing of a trainer shall be done by the *Employer* free of charge as part of a group of contracts but transport and accommodation cost of such a trainer shall be for the account of the *Contractor*.
- Depot facilities such as venues for training may, on appointment with the depot, be used free of charge by such a trainer to conduct training for the contract.
- For any training, the transport, accommodation and meals of any candidates being trained, shall be for the account of the *Contractor*. This shall also apply at the start of the contract.

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**Table 2: Training on the *Employer's* contracts: List of types of training**

Type of training	Staff required to undergo training	Estimated duration of training	Location of training	Trainer to conduct training at start of contract	Alternative trainer to conduct training at contract start	Future refreshment training
Induction	All contract staff including new entrants. Start of work at any new depot	+/- 2 hours	Depot where work starts	<i>Employer's</i> Service Manager or Track inspector	New recruits: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative
Electrical awareness	All contract staff including new entrants	+/- 2 hours	Depot where work starts	<i>Employer's</i> depot electrical officer or accredited trainer	New recruits: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative
PWC (Electrical)	Service Managers, Operators, fitters, Technicians & Workers supporting fitters, working in risky OHTE areas	2 days	Depot where work starts	<i>Employer's</i> , Esselen Park or Depot accredited trainer, or <i>Employer's</i> hired accredited trainer: By appointment at depot	Replacement / new staff: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative
Competency (Electrical)	Service Managers (Follow up training in PWC)	1 day	Depot where work starts	<i>Employer's</i> accredited trainer, or <i>Employer's</i> hired accredited trainer: By appointment at depot	Replacement / new staff: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative
Flagman training	Flagmen and standby flagmen	5 days		<i>Employer's</i> accredited trainer, or <i>Employer's</i> hired accredited trainer: By appointment at depot	Replacement / new staff: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative

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Type of training	Staff required to undergo training	Estimated duration of training	Location of training	Trainer to conduct training at start of contract	Alternative trainer to conduct training at contract start	Future refreshment training
Bonder training	Bonder	5 days		<i>Employer's</i> accredited trainer, or <i>Employer's</i> hired accredited trainer: By appointment at depot	Replacement / new staff: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative

#### 4.2 Track maintenance (Workers)

4.2.1 If required at the commencement of the contract, assistance with the training, to qualify the *Contractors* workers to perform the following tasks shall be given. This assistance shall be limited to showing the *Contractors* Track master how work is to be done. Tools and repeat training must be provided by the *Contractor*.

#### 4.2.2 Training of Track Inspectors, Track Masters and / or Trade Hands (Perway)

4.2.2.1 This training shall be solely the responsibility of the *Contractor*. Only qualified people, qualified for the type of work required for the support required for the contract, shall be used by the *Contractor* for these positions. The *Contractor* shall ensure that staff used, do comply with requirements for the industry for the type of work required for the contract.

4.2.2.2 The *Contractor's* Track Master / Track Inspector shall take full charge of the *Contractor's* resources on the work site. Such a *Contractor's* Track Master or Track Inspector shall be responsible to ensure performing Track work safely and to the standard of the industry for the relevant type of work and line traffic conditions. An employee / agent appointed by the *Contractor*, will not act as, or be allowed to take on any responsibility of the TFR Track Master/ Track Inspector. The function of the *Employer* Track Master / Track Inspector is restricted to any current standard *Employer* policy in place at the time of the work being performed. At present this is restricted to competent *Employer* Track Masters and / or Track Inspectors used for on-track contract work.

4.2.2.3 The *Employer* Track Master / Track Inspector for an on-track machine shall be a competent *Employer's* employee, reporting to the *Employer's* Depot Engineer. This person shall be responsible for the following on a work site:

- Taking occupations
- Placing and controlling the flagmen
- Declaring the track safe for the passage of trains



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- Cancelling the occupation and recalling the flagmen
- Communication with train traffic control with regard to occupation matters
- The issue and control of all flags, warning boards and detonators

4.2.2.4 The *Employer's* Depot Engineer remains ultimately responsible in terms of the requirements of Occupational Health and Safety Act 85 of 1993, as amended, for the safe working environment of his own personnel as well as *Contractor's* personnel within the track maintenance environment on his/her depot.

4.2.3 Training of bonders.

4.2.3.1 Bonders removing, replacing or repairing damaged bonds, shall be trained to ensure that only work, which they are trained and allowed to do, is done by them.

4.2.3.2 The initial training of bonders for this contract can be arranged for with the *Employer's* accredited electrical trainer, through the *Service Manager*.

4.2.3.3 Follow up training of bonders shall be responsibility of the *Contractor*.

4.2.4 Electrical awareness, educational and competency training shall be arranged for *Contractors* staff as shown in Table 3.

**Table 3: Electrical awareness, educational and competency training**

Course	Objective	Duration	Trainer	Grade to attend
Awareness (Electrical)	To inform all <i>Contractors</i> staff working near a machine and on the line on electrified sections of the dangerous situations of high voltage OHTE	Two-hour on-the-job lecture and training	Accredited Electrical trainer / Depot's Electrical Service Manager	All workers and staff working on the contract
PWC Educational (Electrical)	For the safe working on and with on-track machinery in the vicinity or near exposed High voltage OHTE	Lecture room training = 1.25 days On-the-job training = 0.25 days Criterion test = 0.5 days Total = 2 days	Accredited Electrical trainer	Workers working on a machine (High risk area's), Operators, Machine fitters, Area Service Managers, Contract Service Managers

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Course	Objective	Duration	Trainer	Grade to attend
COM Competency (Electrical) to follow PWC	Work permits safe working procedures under the direct supervision of a responsible representative	Lecture room training = 0.25 days On-the-job training = 0.25 days Criterion test = 0.5 days Total = 2 days	Accredited Electrical trainer	Service Manager (Responsible person in charge at machine working)

- 4.2.4.1 The electrical awareness training must be arranged for beforehand.
- 4.2.4.2 The electrical educational and competency training may be arranged for either at a depot's lecture room's (the *Employer's* property), or at a venue of the *Contractors* choice (*Contractor's* cost).
- 4.2.4.3 The Accredited Electrical trainer required at the start of the contract will be provided by the *Employer* at the *Employer's* cost, provided that an arrangement for the training session required is done beforehand and will fit in with the trainers training program for the year. This shall not include transport, accommodation and meals for candidates to be trained.

## 5 CONSTRUCTION

### 5.1 Planning of Normal Working

5.1.1 The following will be determined and recorded jointly by the *Service Manager* and the *Contractor* at a monthly management meeting, scheduled to suit both parties:

- 5.1.1.1 The previous month's production and quantities for payment purposes.
- 5.1.1.2 The next month's detailed programme and the necessary inspections required.
- 5.1.1.3 Occupations.

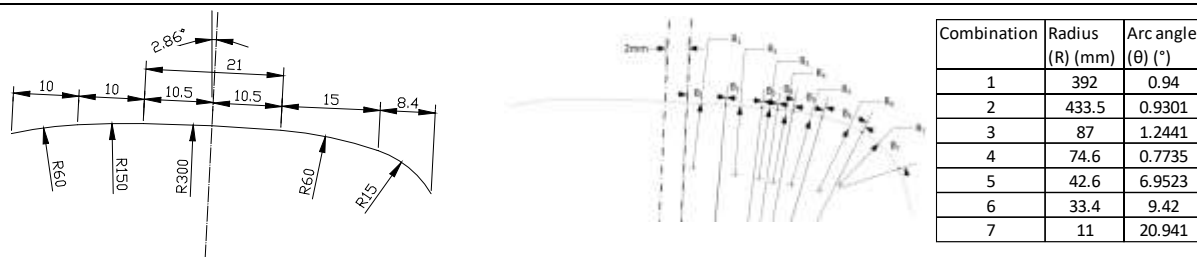
5.1.2 The weekly progress and revisions to the monthly programme will be determined by the *Service Manager* and the *Contractor's* representative at a weekly site meeting. Decisions made will be recorded in a designated site book provided by the *Contractor*. The weekly site meeting will be held during occupation time but must not interfere with working time (Tw).

### 5.2 Target rail profile specification

5.2.1 For each grinding section, a target rail profile shall be specified. In total, about 20 different rail profile targets may be specified for use on different parts of the network. The target profile may differ between the left rail and the right rail in the same section. Typical methods of target profile specification are given in Figure 6.

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**Figure 6: Typical target profile specification methods**

**5.3 Planning of work**

- 5.3.1 The *Employer* shall decide where the grinding machines will be deployed and how many days will be allocated to grind in a specific network area or depot.
- 5.3.2 Differentiation of grinding sections will be defined by the *Employer*. Sections shall be identified by line number and starting and ending kilometre point. Additional identification such as mast pole number and GPS positions may be provided. For any of the proposals offered by Bidders, the definition of how to fix the beginning and end of a grind section must be agreed on in such a way that measurement and actual work execution and control are not confused.
- 5.3.3 Every month at the monthly meeting between the *Employer (Service Manager)* and the *Contractor* the *Employer* will supply a grinding plan/strategy and the grinding schedule three months before the start of that schedule to the *Contractor*., This includes: Network section (Depot) to be ground (eg. Ermelo to Vryheid, Polokwane, etc.), list of grinding sections (curve list) including any special requirements per section, Tw available to grind each network section or depot (eg. Ermelo to Vryheid – Tw =20 hours).

Any measurements should be qualified by the actual calibration of the equipment used.

- 5.3.4 The on-track time available for grinding will be provided and managed by the *Employer* depending on traffic on a line. This will vary from line to line and over time as traffic and conditions change. Grind planning shall be adjusted to allow for these variations.
- 5.3.5 The *Contractor* and the *Employer’s* representative shall take pre-measurements before grinding start to the plan. *Supervisor* of the relevant sections shall be met to obtain guidelines and be informed of any special requirements and local conditions. Important minimum information that will need to be captured are Type of rail material, transverse profile, longitudinal profile problems (skid marks, dipped joints, corrugations, etc.), rolling contact fatigue, other requirements, local access to service roads, fire hazards, etc.
- 5.3.6 Additional special grinding requirements per grind section may be provided by the *Employer*. These special requirements may include special grinding required to address “hunting”, removal of dipped joints, specific requirements with regard to the removal of rolling contact fatigue, removal of skid marks (engine burns), removal of corrugations, noise reduction grinding, finishing grinding of uneven

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- hand grinding in concentrated rail welding repair areas and other requirements as may arise from time to time.
- 5.3.7 The *Contractor* shall make provision for additional data sources to be added to the grinding planning input. These include but are not limited to, machine vision information and Eddy Current measurements.
- 5.3.8 The *Contractor* shall make provision for differences in format, resolution, storage medium and other differences in data that may occur.
- 5.3.9 Using the available  $T_w$ , profile measurements and other information, the grinding *Contractor* shall develop one or more optional grinding plans for one month for all the relevant network sections. The options must include the profile deviations and metal removal rates that the *Contractor* commits to achieving. The resulting grinding plan shall amongst others include the relevant grinding pattern and grinding speed. The optional plans shall also include the longitudinal profile result that the *Contractor* commits to achieving. The optional plans shall also include the degree of rolling contact fatigue that the *Contractor* commits to removing. The optional plans must under all circumstances provide an improvement and migration towards the desired transverse profile even though it might not be possible or desirable to obtain the total profile correction with the time or grind passes planned for the specific campaign. (Correction of profile can be done gradual over a number of campaigns rather than in one campaign, dependant on capacity available). These optional grinding plans shall be presented two months before the planned start of grinding to the *Employer (Service Manager)* at the monthly meeting.
- 5.3.10 The bidders shall explicitly state what methodology, algorithm, system, process and / or other tool will be used to generate the grinding plans. All these methodologies, algorithms, systems, processes and / or other tools will be accessible to the *Employer* during the entire contract duration. The aim of these methodologies, algorithms, systems, processes and / or other tools will at all times be to optimise the life cycle cost of rail ownership to the *Employer*, including the cost of maintenance by rail grinding.
- 5.3.11 The *Contractor* shall at all times stay informed of international best practice with respect to rail grinding and rail crown management and keep The *Employer* informed on developments that may assist The *Employer* in reducing total cost of network ownership, as well as efficiency and safety improvements.
- 5.3.12 The *Employer* shall evaluate and choose the preferred grinding plan and communicate this choice one month before the start of the grinding to the grinding *Contractor* at their monthly meeting. The grinding *Contractor* thus has one month to finalise arrangements for executing the chosen plan.
- 5.3.13 At the monthly meeting immediately following the completion of the grinding, the *Contractor* shall present all quality measurements compared to commitments made in the plan. From this the relevant variables for payment calculation can be made. The process, methodology and systems used by the

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Contractor to develop the grinding plans and to optimise the utilisation and productivity of the grinding machines shall be subject to continuous improvement throughout the entire duration of the contract.

5.3.14 The minimum agenda items for the monthly planning, quality control and payment meeting between the Employer (Service Manager) and the Contractor are given in Table 4.

Contract no.:												
Line section: Eg. Vryheid to Richards Bay												
Direction: Eg. Vryheid to Richards Bay (down)												
Date:												
Grinding section	Curve direction / Tangent	Curve / Tangent no.	Start km	End km	Masspole Start	Masspole End	Curve radius (m)	Pass no.	Left rail grinding pattern	Right rail grinding pattern	Speed (km/h)	Achievable deviation from target on gauge side (mm)
Vhd-Rhb	T	T99	0	0.042	210/18	0/01	0	1	#66	#66	11	+0.2
Vhd-Rhb	L	C100	0.042	0.652	0/01	0/16	604	1	#69	#60	14	
Vhd-Rhb	L	C100	0.042	0.652	0/01	0/16	604	2	#69	#67	14	
Vhd-Rhb	L	C100	0.042	0.652	0/01	0/16	604	3	#66	#66	11	0
Vhd-Rhb	T	T100	0.652	0.865	0/16	0/21	0	1	#66	#66	11	+0.2
Vhd-Rhb	R	C101	0.865	1.332	0/21	1/08	604	1	#66	#71	11	+0.4
Vhd-Rhb	R	T101	1.332	1.533	0/21	1/08	0	1	#77	#72	11	+0.2
Proposed by contractor (name, signature and date)												
Accepted by employer (name, signature and date)												

Left rail		Right rail			Tw (hours)	Tw cummulative hours	Comments
Achievable deviation from target on field side (mm)	Achievable metal removal (mm <sup>2</sup> )	Achievable deviation from target on gauge side (mm)	Achievable deviation from target on field side (mm)	Achievable metal removal (mm <sup>2</sup> )			
-0.4	18	+0.4	+0.2	18	0.0038	0.0038	
					0.0436	0.0474	
					0.0436	0.0910	
+0.2	21	+0.2	0	23	0.0555	0.1464	
+0.4	18	+0.2	+0.2	18	0.0194	0.1658	
0	20	0	+0.6	20	0.0425	0.2082	
0	23	0	+0.4	21	0.0183	0.2265	

**Figure 7: Proposed format of an open line grinding plan showing the minimum required information with fictitious example entries**

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**Table 4: Grinding planning process (monthly meeting)**

<b>Meeting</b>	<b>Minimum agenda point to be discussed and actioned</b>
Meeting at the beginning of month 1.	<i>Employer provides Contractor with network sections and / or depots to be ground in months 5, 6 and 7.</i>
	<i>Contractor provides Employer with grinding plan options for month 4.</i>
	<i>Employer provides Contractor with final choice of grinding plan for month 3.</i>
	<i>Any final arrangements and emergency changes for the execution of the agreed month 2 grinding plans are discussed and agreed.</i>
	<i>Other items.</i>
Meeting at the beginning of month 2.	<i>Employer provides Contractor with network sections and / or depots to be ground in months 6, 7 and 8.</i>
	<i>Contractor provides Employer with optional grinding plans for month 5.</i>
	<i>Employer provided Contractor with final choice of grinding plan for month 4.</i>
	<i>Any final arrangements and emergency changes for the execution of the month 3 grinding plans are discussed and agreed action is decided.</i>
	<i>Other items.</i>
Meeting at the beginning of month 3	Etc.

#### 5.4 Protection

5.4.1 The supply, housing and placement of flagmen to perform protection duties will form part of this contract and shall be included in the rate for the machine. The *Employer* will initially, as specified in the training, train the *Contractor's* staff as flagmen free of charge to perform the duties. Initially four persons can be trained, although only two are required at a time. The staff offered for training must be trainable and dependable. The *Employer* will screen them before undertaking the training.

5.4.2 The *Contractor* shall also provide a provisional rate for flagmen day labour.

#### 5.5 Emergency Work Standby during December break

5.5.1 The *Service Manager* shall notify the *Contractor*, one (1) month prior to *Contractor's* Annual Holidays, of the requirement of standby staff for emergency work during *Contractors* Annual Holidays.

5.5.2 When required, the *Contractor* shall supply standby staff (fitter, operator and plant assistant) for emergency work.

5.5.3 The *Contractor* shall supply 2 contact phone numbers for emergency call out purposes (the standby staff shall be available 24 hours a day, 7 days a week).

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- 5.5.4 The call out reaction time shall not exceed 24 hours from time of the call out to the time the machine is at the staging point. Consideration must be given in respect of the standby staff getting sufficient rest before commencing work.
- 5.5.5 The *Contractor* shall make the necessary arrangements for accommodation of standby staff and all costs shall be included in the rates tendered.
- 5.6 The mutually agreed time the machine shall be available at its staging point shall be the start of the occupation time ( $T_o$ ) for that task order, therefore arriving late shall be deemed as breakdown time ( $T_b$ ).
- 5.7 During the work activity the productivity, availability and utilization of the machine shall be recorded.
- 5.7.1 Time shall continuously be recorded for all worked performed.
- 5.7.2 Daily production report must be e-mailed to the *Service Manager* by 07:30 am in the morning of the next day after each shift and must be in excel format.
- 5.7.3  $T_w$  = Working time (Actual time spent grinding)
- 5.7.4 A productivity factor,  $P$  shall be calculated every month to continuously monitor whether the machine consistently produces at the rates of production tendered.
- 5.7.5 Monitoring of machine availability will be calculated as: Availability ( $A$ ) = 
$$\frac{T_o - T_b}{T_o}$$
- 5.7.6 Monitoring of machine utilization will be calculated as: Utilization ( $U$ ) = 
$$\frac{T_w}{T_o}$$
- 5.8 Machine productivity
- 5.8.1 Monitoring of machine productivity will be calculated as: Productivity ( $P$ ) = 
$$\frac{AR}{TR}$$
- $TR$  = Tendered Rate (Tendered grinding speed in pass km per hour)
- $AR$  = Actual Rate (Total pass km ground / ( $T_w + T_b$ ))
- 5.8.2 The tendered nominal production rate in ground turnouts must be maintained over a calendar month.
- 5.8.3 Productivity of the machine shall be defined as the actual delivery of the output of the machine compared to the output tendered for.
- 5.8.4 If the machine is not producing at its full tendered productivity, the *Employer* may decide to stop the machine working and place the machine on breakdown until the machine is restored to produce at full productivity. The productivity adjustment shall under all circumstance only be allowed and applied if the output quality and final product produced by the machine is acceptable to the *Employer*.

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- 5.8.5 More than 10% of motors out of order shall be deemed as breakdown time (Tb) for the entire machine. Grinding stones not working or broken or missing shall also be regarded as motors out of order.
- 5.8.6 Calculation of motors out of order: Motors and stones out of order shall continuously be logged and recorded. The log sheet shall be summarised for each day to obtain the actual time worked and the availability of motors and grind stones throughout the work period. Motors or grind stones out for any period shall be considered as motors or stones out of order.
- 5.8.7 Over and above the requirement, the *Service Manager* may decide to stop the machine for stone replacement when any stones are out.
- 5.8.8 Should the *Contractor's* rail transverse profile measurement system be unavailable for any reason, the entire machine shall be placed on breakdown time (Tb) unless the *Service Manager* or his/her delegated authority has made a reasonable exception for the machine to continue without the above measurement system.
- 5.9 Breakdown time (Tb)
- 5.9.1 All Tb shall be recorded at all times.
- 5.9.2 Where a machine becomes unreliable and is continuously breaking down and results in train delays or occupations having been taken with insufficient production, the *Supervisor* may decide on placing a machine on breakdown until such time that the *Contractor* can prove that the machine can be consistently available. The machine will always be required to produce the required standard of work required at full production rate.
- 5.9.3 Clause X17 in the contract data shall apply to all the non-performance(s). Penalties payable under this clause will be subtracted from any future payments until all penalty amounts have been paid.
- 5.10 Provision of electronic production report to the *Employer*.
- 5.10.1 The *Contractor* shall provide the *Employer* with the daily production statistics of the work done.
- 5.10.2 The production report shall be in an agreed-on format providing at least the following information:
- 5.10.2.1 To, Tw, Tt, Ts, Tb, etc. of each machine applicable.
- 5.10.2.2 Length of work and number of km ground for the day (pass km and track km).
- 5.10.2.3 Start & final km ground and GPS coordinate with the length and description of the rail line.
- 5.10.2.4 Reasons / comments on production shortfall including minutes per reason.
- 5.10.2.5 Train numbers and minutes delayed per train number.
- 5.10.2.6 CTC names and CTC panel member details.
- 5.10.2.7 Graphical presentation of data as and were agreed on.



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- 5.10.3 The report shall be e-mailed daily to the *Service Manager, Supervisor* and nominated *Employer's* representative.
- 5.10.4 Where problems exist of actually transmitting the data, the *Contractor* shall state what measures shall be taken to ensure transmission of data as soon as possible.
- 5.10.5 All data shall be summarised per week and then per month. Data may be used as a preliminary indication of payment but shall not be used specifically for payment purposes.
- 5.11 The *Contractor* shall also inform the *Service Manager* one month in advance when the required standards cannot be met with the available occupation time.
- 5.12 The *Contractor* shall repair all bonds / cables removed or damaged or broken off during grinding during the period of the occupation.
- 5.13 Alteration of work output required: The *Employer* may require a different volume or cycle of turnout grinding than that specified here. Bidders may propose what requirements may apply should more work be required.
- 5.14 Should the *Contractor* require the machine to service other customers, the *Contractor* shall obtain prior approval from the *Service Manager*, and this should not influence any production on the *Employer's* network.

## 6 STANDARDS OF WORKMANSHIP AND ACCURACY

6.1 The *Employer* will provide the site access certificate to the *Contractor*.

### 6.2 Measurement of Rail Transverse Profile

#### 6.2.1 Continuous Measurement of Rail Transverse Profile

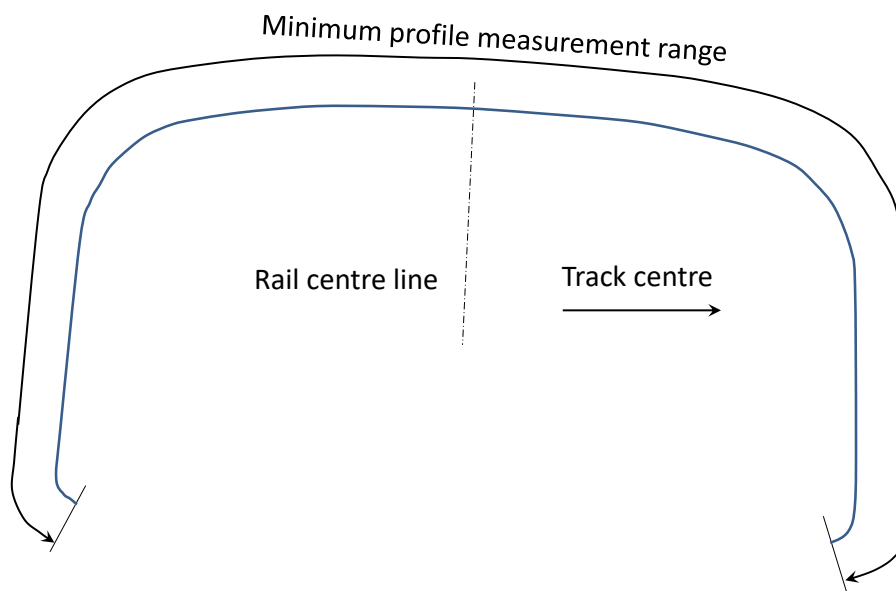
6.2.1.1 Routine, continuous measurement of rail transverse profile shall be made using a measurement instrument and / or system that has been approved for this purpose by the *Employer*. The machine shall be equipped with a measuring system capable of measuring rail transverse profile of the full rail head to an accuracy of better than 50  $\mu\text{m}$  (see Figure 8). A measurement system mounted on the grinding car shall be able to measure the transverse rail head profile during grinding and after grinding has been completed (back of the grinding car in direction of movement) for quality control purposes. Measurements of both rails shall be taken at least every 1 000 mm along the track. The measurements shall be taken directly opposite each other (not staggered). The rail head profile measurement shall be stored as a set of X-Y co-ordinates. Storage shall be in a non-proprietary, non-encrypted file format, with data being available to the *Employer* for five years after the measurement date.

#### 6.2.2 Spot Check of Rail Transverse Profile

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- 6.2.2.1 The *Contractor* shall be equipped with one electronic hand-held measuring transverse rail profile measuring device per machine, capable of measuring the full rail head profile to an accuracy of better than 10  $\mu\text{m}$  (see Figure 8). This measurement device shall be used on a “spot-check” basis to confirm calibration of the continuous measurement system and for metal removal rate verification purposes (i.e. machine capability).



**Figure 8: Minimum transverse rail profile measurement range for both the “continuous” as well as the “spot check” system**

### 6.2.3 Transverse rail head profile quality

- 6.2.3.1 To assess the quality of the ground rail head profile, the measured and the target profiles shall be aligned as shown in Figure 9. Two reference points, one 14 mm below the top (crown) of the profile on the gauge corner and one at  $-2.86^\circ$  (centreline of rail inclined at 1:20) are selected on the reference profile. Without rotating either profile, the measured profile is moved to intersect with these two points. The profile deviation is the distance from the target profile to the measured profile along a line perpendicular to the target profile as shown in Figure 10. Where the measured profile is below the target profile the distance between the profiles shall be recorded as positive (+). Where the measured profile is above the target profile, the distance between the profiles should be recorded as negative (-). This method of aligning and comparing profiles may be changed during the contract term and the *Contractor* shall made allowance for this.

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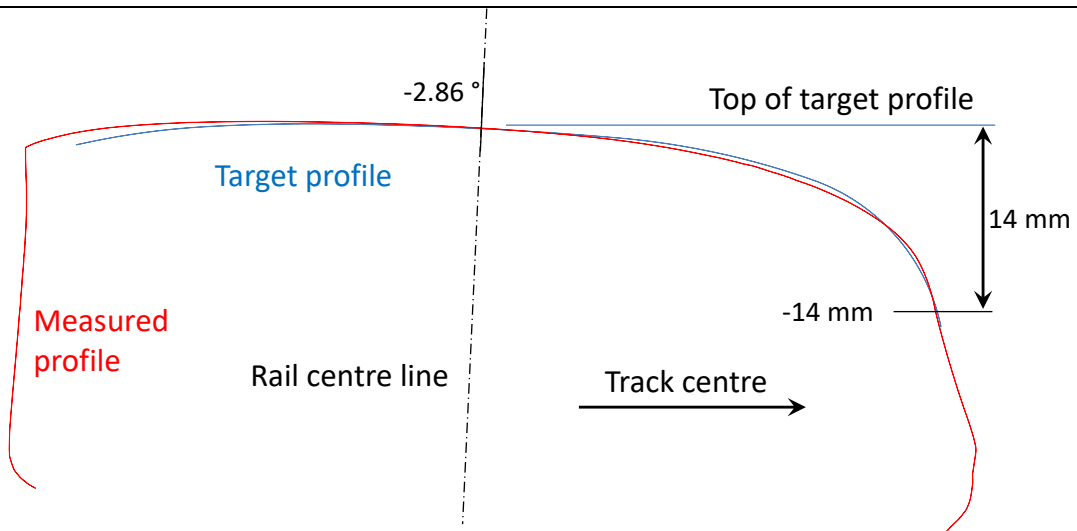


Figure 9: Method of aligning the measured profile (red) with the target (reference) profile (blue) at -14 mm and  $-2.86^\circ$  (points on the reference profile). Neither profile may be rotated. This method may be changed during the contract period.

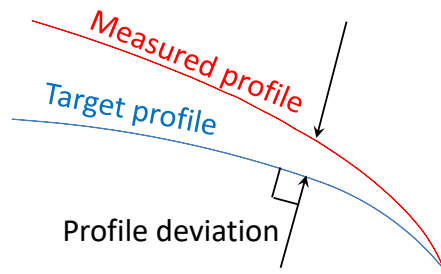
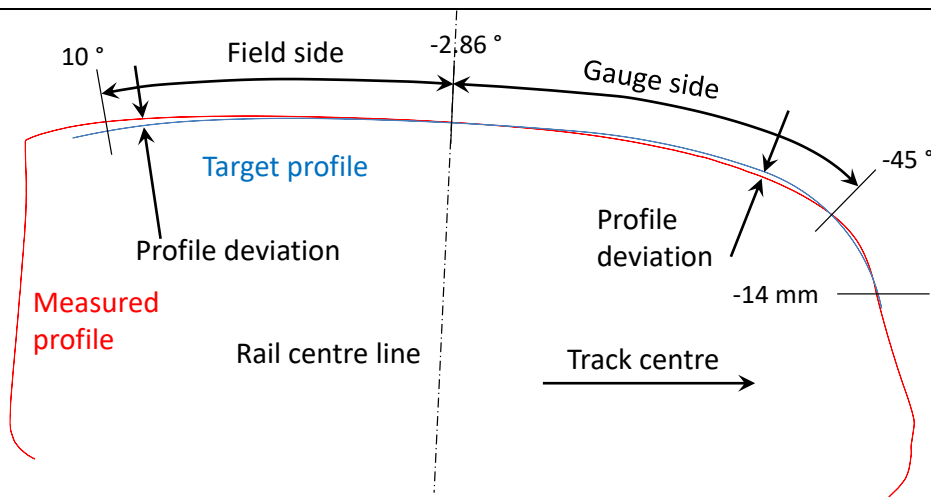


Figure 10: The profile deviation is measure perpendicular to the target (reference) profile.

6.2.3.2 The rail profile deviation shall be recorded as two values. The one is the maximum rail profile deviation between  $-2.86^\circ$  and  $-45^\circ$ . This shall be referred to as the “gauge side profile deviation”. The second value is the maximum rail profile deviation between  $10^\circ$  and  $-2.86^\circ$ . This shall be referred to as the “field side profile deviation”. The maximum allowable transverse rail profile deviations are given in Table 5 (based on EN13231-3).

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**Figure 11: Profile deviation on the field side and the gauge side**

**Table 5: Maximum allowable transverse rail profile deviation**

	Gauge side: Maximum allowable profile deviation between gauge point and -2.86° (mm)			Field side: Maximum allowable profile deviation between -2.86° and 10° (mm)		
	+0.3 / -0.3	+0.5 / -0.5	+0.8 / -0.9	+0.3 / -0.3	+0.5 / -0.5	+0.8 / -0.9
Tangent track and curves larger than 1000 m radius	+0.3 / -0.3	+0.5 / -0.5	+0.8 / -0.9	+0.3 / -0.3	+0.5 / -0.5	+0.8 / -0.9
High leg: Curves smaller than 1000 m radius	+0.2 / -0.4	+0.4 / -0.6	+0.7 / -1.0	+0.4 / -0.2	+0.6 / -0.4	+1.0 / -0.7
Low leg: Curves smaller than 1000 m radius	+0.4 / -0.2	+0.6 / -0.4	+1.0 / -0.7	+0.2 / -0.4	+0.4 / -0.6	+0.7 / -1.0
Percentage of measurements in any grinding section that may exceed the limit value (S lines)	10%	5%	2%	10%	5%	2%
Percentage of measurements in any grinding section that may exceed the limit value (N1 lines)	Not required	15%	2%	Not required	15%	2%
Percentage of measurements in any grinding section that may exceed the limit value (N2 lines)	Not required	Not required	25%	Not required	Not required	25%

Measured profile below target is ++ and profile above target is --

6.3 Maximum allowable width of grinding facets, measured directly after grinding are given in Table 6 (based on EN13231-3).

**Table 6: Maximum allowable grinding facet width**

Area on rail transverse profile	Typical target profile radius range (mm)	Maximum allowable facet width (mm)
Gauge corner	Less than 50	4
Shoulder	50 to 150	7
Crown	More than 150	10

6.3.1 The re-profiled zone shall blend smoothly into the parent rail

6.4 Longitudinal profiles (corrugations, dipped joints, skid-marks etc.)

6.4.1 The Contractor shall be equipped with one hand-held measuring device per machine, capable of measuring rail longitudinal profile at discrete points (on a “spot-check” basis) at the rail centreline to an accuracy of better than 10 µm. Measurement of longitudinal profile shall be made using a

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measurement instrument and / or system that has been approved for this purpose by the *Employer*. Allowable remaining depth of defects are given in Table 7 (based on EN13231-3).

**Table 7: Allowable remaining longitudinal defect depth**

Wavelength range (mm)	10 to 30	30 to 100	100 to 300	300 to 1000
Percentage of measurements in any grinding section that may exceed the limit value (S and N1 lines)	5%	5%	5%	5%
Percentage of measurements in any grinding section that may exceed the limit value (N2 lines)	Not required	10%	10%	Not required
Limit of peak-to-peak values (mm)	± 0.010	± 0.010	± 0.015	± 0.075

6.4.2 The mechanical and / or electronic control capability offered by the grinding machine to improve longitudinal rail profile deficiencies such as corrugations, dipped joints, skid-marks, dipped joints or dipped rail must be qualified by the bidders.

**6.5 Surface roughness**

6.5.1 The *Contractor* shall be equipped with one hand-held measuring device per machine, capable of measuring surface roughness at discrete points (on a “spot-check” basis). Surface roughness (Ra-value, over a length of > 12mm, immediately after grinding) shall not be more than 10 µm at more than 16% of the measured areas within 15 mm of the crown centre line (-2.86°). Roughness shall be measured using an instrument and / or measurement system that has been approved by the *Employer* for this purpose.

6.6 There shall be no continuous blueing in the re-profiled zone.

6.7 The grinding *Contractor* shall submit details of what measurement equipment will be installed and be available on each grinding machine offered.

**6.8 Completion of work**

6.8.1 After completion of work the rail infrastructure must be handed back to the *Employer* within the accepted *Employer* standards.

6.8.2 The *Supervisor* must sign off the quality of work on the day that the work was done.

6.8.3 After the completion date a completion certification will be handed to *Contractor* subjected that the work is accepted.

6.8.4 The standards of workmanship and accuracy apply to the grinding on all tracks. The *Service Manager* will inform the *Contractor* when a different standard shall apply.

6.8.5 Only work that was required in the plan will be included in the production calculation.

6.8.6 Lengths of individual work sections will be the net track distances, excluding any overlap required by the *Contractor* to grind the full work section to the specified profile. Lengths of track with obstacles to be avoided will however be included in the distance.

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6.8.7 If the quality measurements of the selected work section do not comply with agreed standard of accuracy for that section, that work section's length will not be used in calculating the month's productivity factor.

#### 6.9 Completed work assessment

6.9.1 All transverse profile compliance, longitudinal profile compliance and metal removal commitments shall be documented in the grinding plan. All completed work shall be assessed against the agreed plans. No compromise (variation) shall be made on facet width, continuous blueing or surface roughness requirements.

6.9.2 Should the *Contractor* contest that any track or site conditions or time allocated for grinding of a specific grind section prevented compliance with the required standards and agreed plan and output and quality commitment, this shall be tabled at the monthly meeting between the *Service Manager* and the *Contractor* as soon as possible after grinding was done. The *Service Manager* may agree to a deviation from the agreed standards of workmanship and accuracy only where these can be directly linked to failings by the *Employer*.

6.9.3 Quality control measurements must be available immediately (within 24 hours) after every run.

6.9.4 As transverse profile measurements shall be automatic and electronic, no measurement sampling procedure is foreseen, and all measurements taken will be considered when doing transverse profile and metal removal quality checks.

6.9.5 Roughness, surface finish (blueing), facet width and longitudinal profile shall be regularly monitored (at least once a week) and the results used for quality assessment purposes. The *Employer* will verify the above.

## 7 EVALUATION OF MACHINE PERFORMANCE

### 7.1 Testing and evaluation of machine suitability and performance prior to Contract date

7.1.1 The *Service Manager* will provide site access certificates to the *Contractor*.

7.1.2 The machine shall be assessed by the *Employer's safety officer* to evaluate all safety critical functions of the machine. The *Employer* reserves the right to not accept the machine based on any safety or performance deficits.

7.1.3 Prior the Contract date, the vehicle shall be tested by the *Employer* for compliance with standards of railway infrastructure environment. This testing will include but may not be limited to: Track gauge, vehicle structure gauge, axle loading, curve negotiation ability, stopping distance, vehicle dynamics

7.1.4 All Equipment to be fitted on the vehicle shall be approved by *Employer*.

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7.1.5 The *Employer* will make available to the *Contractor* lines where the machine may be commissioned and tested. Work done during the commissioning or testing period will not be eligible for payment under the Contract provided that the standards as per Works Information are met.

## 7.2 Regular in-service safety checks

7.2.1 Brake tests will be done once every month and reports shall be submitted to the *Service Manager*.

7.2.2 General machine safety checks shall be done once a month and reports shall be submitted to the *Service Manager*.

## 7.3 Machine performance and production rate

7.3.1 The *Supervisor* will continuously monitor the grinding machine performance. Should the performance of the machine be in doubt, it shall be checked against the contractual metal removal rate with due consideration of other grind quality requirements as follows:

7.3.1.1 On a selected section of track (with length > 300m) the *Contractor* shall grind the rail to two specified target profiles, until it meets the standards of workmanship and accuracy. During these tests the machine shall be applied in a manner similar to that used during normal working. The test section will be selected to represent the actual work – e.g., with respect to curvature, gradient, rails condition (wear patterns), rail type and lengths of grinding work section.

7.3.1.2 The transverse rail profiles of the section will then be measured with an electronic hand-held measuring instrument at least 30 places on each rail. These measurements will form the “before grinding” reference.

7.3.1.3 The same section of rail shall thereafter be ground in a single pass for maximum metal removal to the same target profiles at the minimum tendered grinding speed. The rail profiles will again be measured at the same places as the “before grinding” measurements. These will be the “after grinding” measurements.

7.3.1.4 The ground section will be inspected, measured and assessed to determine whether all quality metrics have been adhered to. These are: Transverse profile, longitudinal profile, surface roughness, facet widths and no continuous bluing. If any of these metrics are not achieved as specified in this document the machine shall be placed on “breakdown” until the deficiency is successfully addressed.

7.3.1.5 If all quality metrics are met, the metal removal rate shall be calculated using the “before grinding” and “after grinding” transverse profile measurements. The production rate of the machine will then be calculated as:  $Pa = \frac{\text{Actual metal removal (mm}^2\text{)}}{\text{Tendered metal removal (mm}^2\text{)}}$ . For this calculation

the total metal removed at all measuring positions will be added together to give the “actual metal removal”. The tendered metal removal will be the nominal tendered metal removal multiplied by the number of measuring positions.

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7.3.1.6 If  $P_a < 1$ , this production rate will be applicable for payment purposes until the *Contractor* can prove in a follow up test that corrective work done on the machine has resulted in a machine production rate  $P_a$  is greater than or equal to 1.

7.3.1.7 If a production rate of  $P_a < 1$  is sustained for longer than one week, the machine will be placed on breakdown until a sustainable  $P_a \geq 1$  is demonstrated.

#### 7.4 Starting date

7.4.1 The machine is intended to start work after award of tender and based on the delivery date offered.

7.4.2 If a machine offered cannot start on the date as mentioned above, the Bidder must qualify his tender stating how soon after award of the contract the machine offered, can start working.

7.4.3 Depending on offers and tender process, the starting date of the contract shall be from the date notified in the letter at the award of the contract.

7.4.4 The contract shall only start on the day the machine is available and working effectively.

## 8 PLANT AND MATERIALS

### 8.1 Grinding functions

8.1.1 The machine or machines shall be able to profile rails in 1 065 mm gauge track.

8.1.2 The machine shall be able to grind rails without any track fixtures to be removed.

8.1.3 The machine shall be able to provide the specified longitudinal and transverse profiles (the target profiles), to the required standards of workmanship and accuracy, on rails with minimum hardness of 240 HB and tensile strength of 700 MPa.

8.1.4 Grinding to different target rail profiles shall be possible, by selection (from an on-board control centre), anyone, or a series of grinding patterns. A minimum of four to a maximum of 20 target profiles (with associated grinding patterns) shall be available at any time for each rail. Additional profiles may be required on different lines, turnout types or times as well as for the two rails being ground

8.1.5 Vehicle speed whilst grinding, design of and sequential selection of grinding patterns, as well as the reach of grinding motors shall optimise the use of the available power at all times, even when working on only one of the field, centre or gauge zones of the rail.

8.1.6 Individual motor loads (power consumption – kVA) and stone position (displacement and angle of the motor axle to the normal on the track) shall be monitored, recorded and be available for scrutiny in the control cabin of the machine.

8.1.7 Should 10% or more of the grinding motors (and stones) on the machine not be available for grinding for any reason, the machine will be placed on breakdown.



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8.1.8 The *Contractors* shall qualify under what conditions alignment equipment cannot function accurately (i.e., Laser in misty conditions).

## 8.2 Mechanical and motive aspects of Grinding Machines

8.2.1 Off-tracking equipment will normally not be required for this contract. *Contractors* shall however qualify whether the machine(s) offered are equipped with this facility.

8.2.2 Any machine offered shall be capable of maintaining the travelling speeds as required in the schedule of machines.

8.2.3 Time taken for stone changes will be measured as Tss up to the allowed 10 minutes for each two hours of completed Tw.

8.2.4 Gains on Tss will be to the *Contractor's* benefit in that the additional time gained can be regarded as Tw.

8.2.5 The machine shall be able to grind the rail from  $-70^\circ$  (towards gauge) to  $+45^\circ$  (towards field).

8.2.6 The grinding stone's line of contact with the rail shall always pass through the stone annulus. Bidders shall qualify where a different grind design is utilised that can optimally achieve the capacity of the grinder utilised.

## 8.3 Motor locking

8.3.1 If available and practical, facilities are to be provided for the locking of grinding motors for certain critical operations. Detail of what can be offered is to be provided by the Bidder.

8.3.2 The machine may be required to:

8.3.2.1 Grind dip joints which may be ground more effectively by the locking of motors. The purpose of this will be to rather grind the high spots on both sides of the dip and to prevent motors to follow the dip and not improve the alignment over the dip.

8.3.2.2 Grind improvement to sinusoidal rail wear developed in the gauge corner caused by hunting wear.

8.3.3 If the motor locking facility cannot be provided effectively, bidders may also offer alternative methods for the grinding of the dipped joints and hunting wear.

## 8.4 Additional mechanical and motive requirements

8.4.1 Wheel slippage shall not occur during the grinding operation.

8.4.2 The machine shall fit the track gauge of 1 065mm and the structure gauge as per Annexure 1 of the Manual for Track Maintenance BBB0481.

8.4.3 The machine shall not exceed 20 tonne per axle.

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- 8.4.4 The machine shall have service brakes and independent emergency brakes capable of providing minimum retardation of 12.5% and gravitational acceleration of 6%.
- 8.4.5 The machine shall be self-propelled and be capable of travelling free on level track at a minimum speed of 60 km/h.
- 8.4.6 The machine shall travel free on rail up a gradient of 1:50.
- 8.4.7 The machine shall be able to negotiate a minimum track curve radius of 85 m.
- 8.4.8 The centre of mass of the machine shall be as close as possible to the vertical centreline and shall not exceed 1 829 mm from top of rail. Centre of mass to be declared.
- 8.4.9 The machine shall comply with EN14363\_2016 or an equivalent international vehicle dynamics standard.
- 8.4.10 The machine shall be able to operate safely on the whole Transnet Freight Rail 1 065 mm gauge network.
- 8.4.11 The machine or machines shall have drawn gear compatible with the *Employer's* design as well as through brake pipes and couplings. This will be required so as enable it to be hauled by both air-braked and vacuum-braked trains in the event of a break down. Any restrictions in this regard shall be qualified.
- 8.4.12 The machines fuel capacity shall be sufficient for either working the complete normal shift or travelling between one depot to another before refuelling is needed.
- 8.4.13 The grinding machine shall be equipped with a control cabin at either end of the machine to allow for full visibility of track signalling on either side of the track to enable safe travel at section speed between grinding work areas and staging areas in either direction without having to turn the machine around.
- 8.5 Fire fighting
- 8.5.1 To prevent the start of a fire and to fight any fire starting, the following requirements shall be provided and adhered to for any one machine working independently.
- 8.5.2 Bidders shall submit a detailed description of the proposed firefighting procedures and equipment with the tender. Where the firefighting works is outsourced to a *Sub-Contractor*, a written commitment and stamped letter by the *Sub-Contractor* shall be submitted by the bidder with his/her tender.
- 8.5.3 The proposed equipment and procedures may add to or differ from the minimum required as set out below.
- 8.5.4 Water capacity carried by each grinder, the equipment and methods shall ensure that:
- 8.5.4.1 Grinding is not interrupted for taking on additional water during on any occasion during the workday.

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8.5.4.2 Grinding is not suspended due to extreme fire risk on more than 2% of all working days in any month.

8.6.3 The equipment and procedures shall make full use of:

8.5.4.3 Passive fire inhibitors.

8.5.4.4 Height adjustable vertical spark deflectors on either side, between rails as well at the ends of motor grinding carriages, reaching from ballast level up to the horizontal deflectors. Allowance must be made for a variable ballast depth which must be expected to occur on the *Employer track network*. (Ballast below or above height of sleeper) (Ballast height varies considerable on the *Employer track network*. Tenderers should take note of this and allow for this. No *Contractor* claims shall be considered by the *Employer* for damage to fire shields due to damage sustained as a result of obstacles and ballast height differences).

8.5.4.5 Horizontal spark deflectors over the whole area covered by the outer vertical deflectors.

8.5.4.6 An active firefighting team.

8.5.4.7 Ballast and ditch sprays adjustable for location, spray pattern and volume.

8.5.4.8 Water cannons and fire hoses (to deliver a water jet up to 30 m and 150 m respectively from the track).

8.5.4.9 Fire retardant will always be added to the water tanks.

8.5.4.10 Setting of grinding stone tilt in relation to the grindstone 's direction of turn so as to deflect sparks inwards where possible. The purpose is to minimise spark spread into the field side of track.

8.5.4.11 Provide various high-pressure handheld fire hoses on each side of each machine and grinding bank of motors that can be manually operated. The purpose should be to focus a high-pressure water jet onto an area where a flare up occurs. Some form of angle control for such handheld equipment is required to prevent or restrict the outside operator(s) accidentally aiming such sprays at OHTE wires. A further control switch / mechanism located inside the cab, such as a "dead man" switch, which will enable the cab operator to cut off water supply to the outside operator in the event of a mishap, will further enhance this safety aspect of using water under OHTE.

8.5.4.12 Only the relevant approved jet spray water nozzles will be allowed for use under live OHTE.

8.5.5 Provide various high-pressure handheld fire hoses on each side of each machine and grinding bank of motors that can be manually operated. The purpose should be to focus a high-pressure water jet onto an area where a flare up occurs.

8.5.6 The *Contractor* shall operate all firefighting equipment of the machine and inspect and assure the effective functioning thereof daily. He shall also daily sensitise staff in green area talks, highlighting risks and stressing important preventative measures.

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- 8.5.7 The machine shall be equipped to take water from rail and road vehicles, or fire hydrants. The machine shall be designed to enable the filling of water tanks from two points, one on each side.
- 8.5.8 The machine shall be able to transfer between 3 000 l and 8 000 l of water to a road vehicle with water from its own tanks, at a rate of no less than 10 l / s.
- 8.5.9 The machine shall always be filled with water prior to starting of the day's occupation.
- 8.5.10 Occupations may be arranged for during any months during a time of day that will minimise fire risk, such as early mornings when maximum amount of dew occurs. The arrangements of occupations will however primarily be dictated by train traffic conditions.
- 8.5.11 The *Contractor* shall indicate to the *Supervisor*, by entry in the workbook, when the fire risk is beyond the capability of his staff and equipment's control.
- 8.5.12 Firefighting support requirements
- 8.5.12.1 Road / Railer and LDV's (4x4 or standard): The number as well as days required.
- 8.5.12.2 The number of support labour required for firefighting and days when required as well as preparatory fire prevention works, if required and agreed to.
- 8.5.12.3 The period for which the road water tanker is required for the open line grinding machine.
- 8.5.12.4 In the event that the pre-plan requirements are not given, the standard supplementary support requirements shall apply.
- 8.5.12.5 Planned discontinuation of use of support labour and vehicles shall not be for periods of less than 5 days.
- 8.5.13 All the vehicles shall be provided in a fully operational capacity inclusive of all fuel requirements and all support equipment related to the functioning of the vehicle. The vehicles shall be operated and be kept maintained in this fully operational capacity by the *Contractor*. All vehicles shall be operated safely at all times, considering all risks such as working on service roads, close to fires caused by the grinder, close to operated and shunted lines and yards etc.
- 8.5.14 Supplementary firefighting equipment and support:
- 8.5.14.1 The *Contractor* shall supply the following standard default support firefighting equipment and support labour for each grinding machine, as listed in Table 8. Bidders may offer different equipment or numbers of staff as considered necessary for support.
- 8.5.14.2 Standard support equipment and staff for fire prevention requirements is given in Table 8.

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**Table 8: Standard support equipment and staff for fire prevention requirements**

Description of equipment	Open line grinder
B1) Support labour with fire swatters, to move parallel with machine to deal with small fires before flare up and to control smouldering material. (This labour does not include machine support).	5 (Confirm sufficiency)
B2) LDV with a mounted 7000 L high pressure firefighting unit with 100m hose. It is assumed that this LDV may be utilised outside working hours to transport or haul water to the grinder, using a separate driver. Tenderers to qualify otherwise.	1 (Confirm sufficiency)
B3) 4x4 LDV: Including same firefighting unit as above in B2)	Provisional (Qualify requirement)
B4) Road water tanker to fill Rail Grinder and any other equipment and / or staff to effectively provide support to operate the grinder.	Tenderer to offer what will be required. A Trailer tanker, hauled by the support vehicles may be sufficient.

- 8.5.14.3 The supplementary equipment and support required will be agreed on during the pre-planning meeting between the *Contractor* and the *Supervisor* for each grinding area.
- 8.5.14.4 Only approved additional equipment and support shall be payable as extra under the plant hire and day rates in the Schedule of quantities and prices.
- 8.5.14.5 In the event that no directive has been given or meeting held to decide on the additional supplementary firefighting equipment and support, the standard requirements shall apply. This shall be the Standard Default fire prevention plan.
- 8.5.14.6 The fire fighting labour and vehicles or additional labour or vehicles required and agreed to, shall also be available and be used for track preparation work for grinding as well where capacity allows and is required. Track preparation work, if required and above the capacity of the default labour shall then be done with additional labour over and above that allowed for firefighting. Where labour capacity is available, such as on days or areas where no or little fire risk occurs, firefighting labour shall be used for track preparation if required.
- 8.5.14.7 Removal of excessive fire burden material by slashing or cutting and removal of slashed material for certain areas may be required as preparation of a work area, before grinding. Such additional work may be agreed on between the *Supervisor* and the *Contractor* during the pre-planning meeting more than one month before grinding. If such work is required, the *Supervisor* and

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*Contractor* shall agree on the recourses and time required to do this work, over and above the labour and vehicles allowed.

- 8.5.14.8 The default equipment and labour shall be part of the payment. Only the additional agreed on support and labour shall be paid for under schedule of quantities and prices.
- 8.5.14.9 Overtime and / or shift time of the default support vehicle and support staff shall be part of the payments for the machine. This overtime may be differentiated on where agreed on because of an agreed on different work time for the machine and the support such as when travelling only. For any differentiation, the split of overtime between machine and support shall be qualified by the *Contractor*.
- 8.5.14.10 Overtime, Sunday time or shift time for additional support agreed on will be payable separately. This overtime and shift time shall normally be the same as that of the grinder on working days but may vary on travel days.
- 8.5.14.11 Total normal work time for additional labour and support shall be for the full number of workdays for the period for which this labour has been arranged for, including all normal workdays for travel between work sites. Additional overtime for additional support labour for travel days shall however be limited to the actual overtime reasonably required for the travel.
- 8.5.14.12 The labour may be used for the removal of excessive fire burden or the making of firebreaks during the extra available days while waiting for the grinder to travel long distances.
- 8.5.14.13 The *Contractor* shall arrange his own water supply. Water may be drawn from streams where available on the *Employer* property, provided this water use is not restricted in terms of the appropriate water use act. Where available, water may also be drawn from the *Employer* reticulation systems, provided the supply is sufficient. Where water is required for firefighting purposes and is not readily available, water may be procured by the *Contractor* and the cost be re-claimed and payable under the provisional lump sum item, subject to prior approval by the *Supervisor* and in terms of the conditions as required for payment of claims under the lump sum item.
- 8.5.14.14 The *Contractor* in consultation with the *Service Manager* shall ensure that supervisors and labour for firefighting, track work support, measurement and any other work output, are at all times properly equipped and trained to do effective and efficient work and fire fighting. Training, testing, recording and certifying the competency of staff and labourers used for any specific work output such as fire prevention and firefighting must be arranged for by the *Contractor*.
- 8.5.14.15 The additional supplementary firefighting equipment and support if, required, will be agreed on between the *Service Manager* and the *Contractor* when deciding on requirements during the planning meeting, at least one month before grinding. This may include additional vehicles and labour for either firefighting or track preparatory work.

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8.5.14.16 When additional support labour is required for either firefighting or track work, the labour shall be equipped with fire swatters or other hand tools as may be required.

8.5.14.17 A record shall be kept of the number of additional labour and any other support required in the site diary for payment purposes.

8.5.14.18 In addition to what is specified in appropriate clause on insurance in the E160, the *Contractor* shall insure against any excess payments resulting from a third-party claim, as a result of his grinding operations causing veld fires. This additional insurance shall only apply for claims the first R250 000 excess payment as specified in the PCI policy of this specification as well as any claim more than the ten million Rand (R10m) allowed for in the Transnet PCI policy. Should this excess of R250 000 be reduced or increased over the duration of the contract, negotiations for appropriate rate adjustments may be conducted.

8.5.14.19 The *Contractor* shall also at all times ensure sufficient and effective fire prevention and control so as to reduce the risk of a fire starting. In the event that a fire does start, and any claim arises from this, the *Contractor* shall be responsible for the settlement of the excess as defined in the Principle Controlled insurance policy included as part of this contract.

8.5.15 To be supplied by *Contractor*: Water supply for firefighting and staff.

8.5.15.1 Where available, water may be drawn from the *Employer* reticulation systems, provided the supply is available and is sufficient.

8.5.15.2 Where water that has to be arranged for, has to be purchased, the *Contractor* shall beforehand, during pre-planning meetings, arrange with the *Supervisor* for permission for the purchase of the water for the purpose of re-payment.

8.5.15.3 Water purchased, shall be paid for per approved invoice plus tendered surcharge.

8.6 The machine shall be equipped with a dust extraction, collection, suppression and disposal system. Furthermore, the *Contractor* shall have a clear, environmentally friendly process for dust management.

#### 8.5.16 Firebreaks

If the risks of fire runaways still prevail after the contractor has made all the above required resources available, fire breaks will be done by means of control burning the grassed or vegetation on the side of the track where the risk is, and this will be conducted before the grinding works start. A separate payment shall be made for this additional fire control measure.

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## **9 TESTING, COMPLETION, COMMISSIONING AND CORRECTION OF DEFECTS**

- 9.1 Where the standards of workmanship or accuracy are not attained by the end of an occupation, or if damage is sustained by adjacent rails, the *Service Manager* or *Supervisor* may instruct the *Contractor* to rectify the non-conformal work at the *Contractor's* expense. Costs will be recovered from the *Contractor* for damages.
- 9.2 Should the *Contractor* damage the track or any equipment or services during the contract, the *Supervisor* may arrange for the necessary repair contract or resources to repair such damage. Costs will be recovered from the *Contractor* by deduction from payment certificates at either the actual repair cost or at departmental rates or where applicable at the rates tendered in the schedule of prices.
- 9.2.1 Material costs shall be as per the *Employer* invoiced costs.
- 9.3 Should the *Contractor* damage any other equipment, the *Supervisor* shall record such damage. Related costs of damage may be recovered from the *Contractor*.
- 9.4 The *Supervisor* will check the condition of the bonds / cables at the end of each occupation, and should these have been damaged, repairs shall be carried out at the expense of the *Contractor*.

## **10 LIST OF DRAWINGS**

- 10.1 None



## PART 4: AFFECTED PROPERTIES

Core clause 11.2(16) states

“Affected Properties is information which

- describes the Site and its surroundings and
- is in the documents which the Contract Data states it is in.”

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

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### 1. Description of the Site and its surroundings

#### 1.1. General description

The contract area will be all track owned, or maintained, by Transnet Freight Rail country wide. The Contractor may be required to work in areas where varying degrees and types of security situations are prevailing such as may occur in remote rural areas through to densely populated metropolitan areas. The railway tracks are in areas of varying horizontal and vertical dimensions of the land surface. In some areas, tracks fall in deep cuttings as well as in high embankments.

#### 1.2. Existing buildings, structures, and plant & machinery on the Site

There are fixed assets that are situated alongside the linear state of the railway infrastructure. These structures are but not limited to; bridges, platforms, culverts and track side components. The Contractor shall ensure that all the works being carried out does not deform the existing structures.

#### 1.3. Hidden services

There are underground services that were previously erected and the as-built data to locate such services will be utilised. There are situations where the as-built data cannot be traced and, in such situations, activities must be carried out with caution. During the execution phases of the project, there is a possibility of disruption of such hidden services. These services include conduits (oil, water, and sewage), electrical cables and any other structure that may be present. The employer shall inform the contractor through a baseline risk assessment of any possibilities in anticipation.

#### 1.4. Other reports and publicly available information

The Employer will also provide maps and locations as and when required.

TRANSNET FREIGHT RAIL

Tender Number:

Description of the Works: MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR A PERIOD OF EIGHTEEN (18) MONTHS





TRANSNET FREIGHT RAIL

**ENQUIRY: SIC23041CIDB (HOAC\_VAR\_45858)**

**DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR COUNTRYWIDE**

**TRANSNET**



**(REGISTRATION NO.1990/000900/30)**

**TRADING AS  
TRANSNET FREIGHT RAIL**

**ADDENDUM NO. 1  
TO THE  
SECONDARY AND GENERAL SPECIFICATIONS  
OF THE CONTRACT**

- 1) Where ever the word "South African Transport Services" or "Spoornet" appears in these specifications, please replace it with "Transnet Freight Rail".
- 2) Where ever the words "Technical Officer" appear in these specifications, please replace with "Supervisor".



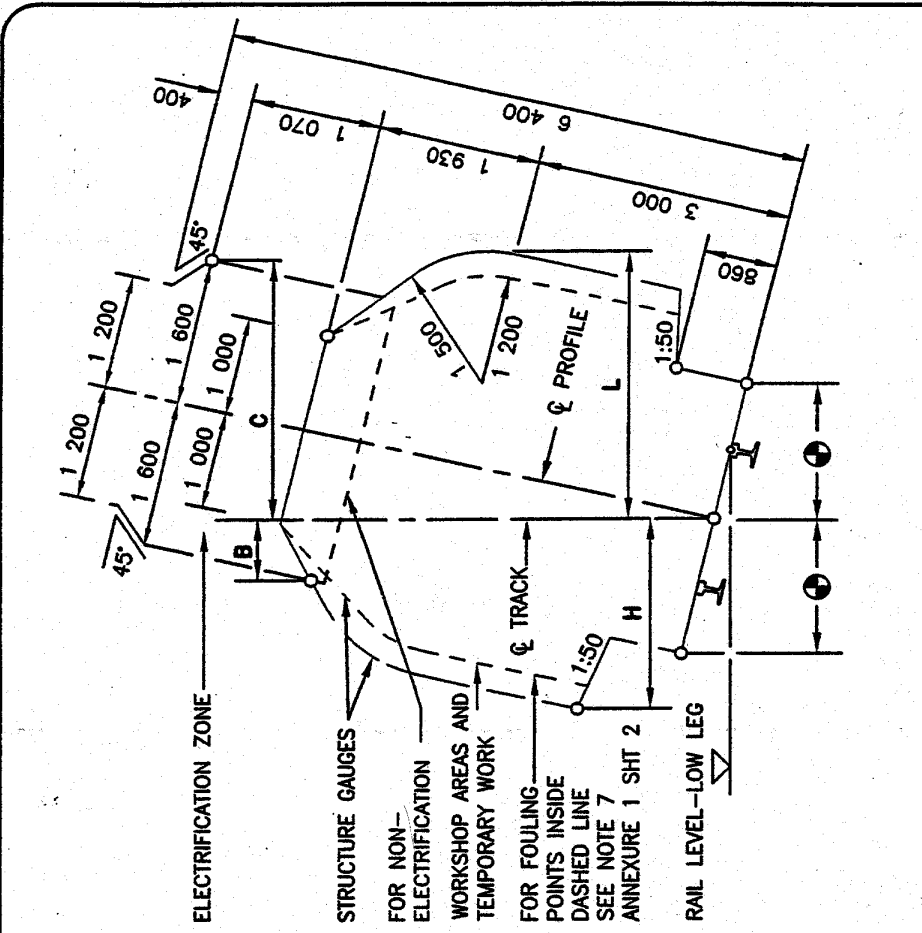
TRANSNET FREIGHT RAIL

ENQUIRY: SIC23041CIDB (HOAC\_VAR\_45858)

DESCRIPTION OF THE SERVICES: FOR THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK OPEN LINE GRINDING MACHINE ON ALL LINES OWNED AND MAINTAINED BY TRANSNET FREIGHT RAIL NETWORK FOR COUNTRYWIDE

ANNEXURE 1  
SHEET 1 of 5  
AMENDMENT

HORIZONTAL CLEARANCES :  
1 065mm TRACK GAUGE



RADIUS (m)	WITH CANT		NO CANT		WITH CANT	
	H (mm)	L (mm)	H & L	B (mm)	C (mm)	C (mm)
90	2 730	3 090	2 780	1 130	2 100	2 100
100	2 700	3 030	2 750	1 140	2 050	2 050
120	2 650	2 970	2 700	1 160	2 010	2 010
140	2 620	2 920	2 660	1 175	1 990	1 990
170	2 590	2 870	2 630	1 190	1 970	1 970
200	2 570	2 820	2 600	1 205	1 950	1 950
250	2 550	2 790	2 580	1 230	1 920	1 920
300	2 540	2 760	2 560	1 250	1 900	1 900
350	2 530	2 730	2 540	1 270	1 890	1 890
400	2 520	2 710	2 530	1 290	1 875	1 875
500	2 510	2 680	2 520	1 320	1 850	1 850
600	2 500	2 660	2 510	1 340	1 830	1 830
800	2 490	2 620	2 500	1 365	1 790	1 790
1 000	2 480	2 600	2 490	1 380	1 760	1 760
1 200	2 480	2 580	2 490	1 200	1 730	1 730
1 500	2 480	2 550	2 480	1 415	1 700	1 700
2 000	2 480	2 500	2 480	1 440	1 660	1 660
3 000	2 470	2 470	2 470	1 500	1 600	1 600
>5 000	2 460	2 460	2 460	1 600	1 600	1 600

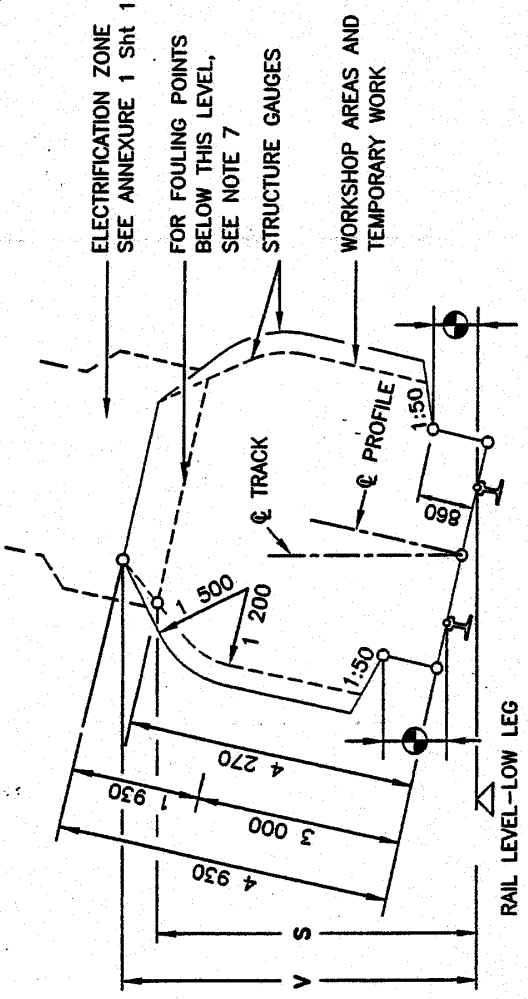
**REMARKS:**

1. H AND B IS THE REQUIRED HORIZONTAL CLEARANCE ON THE OUTSIDE OF THE CURVE BASED ON MINIMUM CANT.
2. L AND C IS THE REQUIRED HORIZONTAL CLEARANCE ON THE INSIDE OF THE CURVE BASED ON MAXIMUM CANT.
3. INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
4. FOR WORKSHOP AREAS AND TEMPORARY WORK, CLEARANCES H AND L MAY BE REDUCED BY 300mm.
5. Ⓢ SEE ANNEXURE 1 SHEET 3 FOR PLATFORM CLEARANCES.
6. ALSO REFER TO REMARKS 4 TO 8 OF ANNEXURE 1 SHEET 2.



ANNEXURE 1  
 SHEET 2 of 5  
 AMENDMENT

VERTICAL CLEARANCES :  
 1 065mm TRACK GAUGE



LOCATION	RADIUS (mm)	ELECTRIFIED (PRESENT OR FUTURE)	
		3KV & 25KV	50KV
* OVER OR NEAR POINTS AND CROSSING IF REQUIRED BY ELECTRICAL IRRESPECTIVE OF RADIUS	S (mm)	V (mm)	V (mm)
	100	4 470	5 400
	300	4 410	5 370
	600	4 370	5 350
	1 000	4 350	5 340
	1 500	4 310	5 310
	2 000	4 290	5 290
>3 000	4 270	4 930	5 280
* BELOW		5 650	6 000

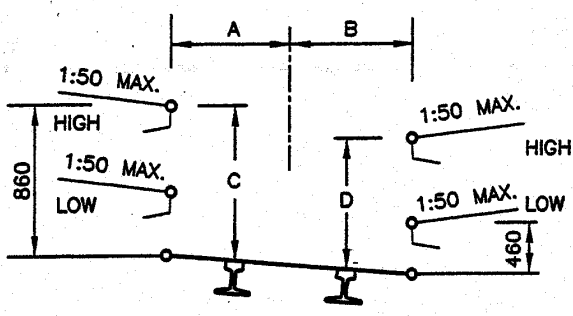
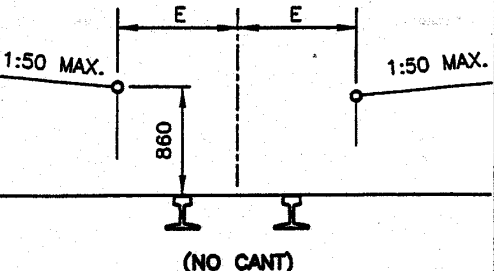
REMARKS:

- V IS THE REQUIRED VERTICAL CLEARANCE EXCEPT WHERE REDUCED CLEARANCE S APPLIES.
- S IS THE MINIMUM VERTICAL CLEARANCE FOR STRUCTURES AND TEMPORARY WORK OVER NON-ELECTRIFIED LINES.
- INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
- FOR APPLICATION AT CURVES
  - APPLY INCREASED CLEARANCES FOR CURVES TO POINTS 3m BEYOND THE ENDS OF THE CIRCULAR CURVE.
  - REDUCE CLEARANCES AT A UNIFORM RATE OVER THE REMAINDER OF THE TRANSITION CURVE.
  - FOR NON-TRANSITIONED CURVES REDUCE AT A UNIFORM RATE OVER A LENGTH OF 15m ALONG STRAIGHTS.
- NEW STRUCTURES: SEE BRIDGE CODE.
- TUNNELS: SEE DRAWING BE 82-35.
- FOULING POINTS: SEE CLAUSE 8.1.
- CLEARANCES ARE BASED ON 15m BOGIE CENTRES AND 21,2m VEHICLE BODY LENGTH.
- SEE ANNEXURE 1 SHEET 3 FOR PLATFORM CLEARANCES.


ANNEXURE 1  
SHEET 3 of 5  
AMENDMENT

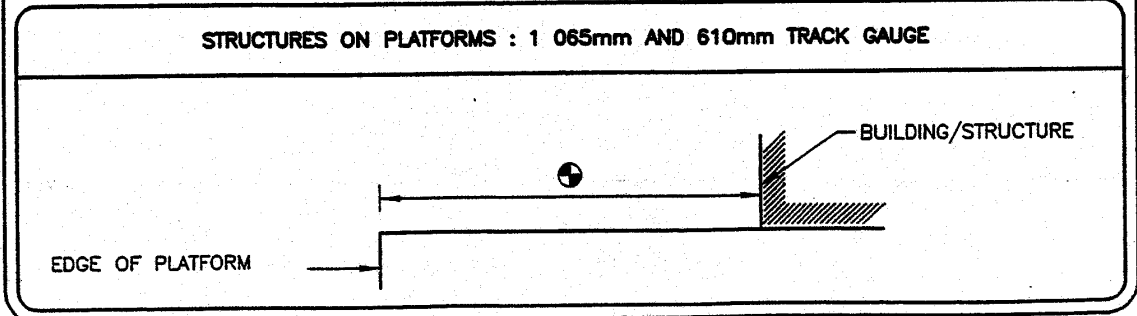
CLEARANCES : PLATFORMS

**PLATFORMS : TRACK GAUGE 1 065mm**

PASSENGERS					GOODS
					 <p style="text-align: center;">(NO CANT)</p>
RADIUS (m)	A (mm)	B (mm)	C (mm)	D (mm)	E (mm)
90	1 690	1 820	890	810	1 840
100	1 650	1 790	890	810	1 810
120	1 610	1 740	890	810	1 760
140	1 580	1 700	890	810	1 720
170	1 550	1 660	890	810	1 690
200	1 530	1 630	890	820	1 670
250	1 520	1 600	890	820	1 640
300	1 520	1 580	890	830	1 620
350	1 520	1 560	880	830	1 600
400	1 520	1 550	880	840	1 590
500	1 520	1 540	880	850	1 580
600	1 520	1 530	870	850	1 570
800	1 520	1 520	860	860	1 560
1 200	1 520	1 520	860	860	1 550
2 000	1 520	1 520	860	860	1 540
3 000	1 520	1 520	860	860	1 530
STRAIGHT	1 520	1 520	860	860	1 520

**REMARKS:**

1. NO CANT TO BE APPLIED EXCEPT WHEN THE GOODS PLATFORM IS ON A RUNNING LINE.
2. INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
3.  8m TO MAIN STATION-BUILDINGS AND 3m TO ALL OTHER STRUCTURES.
4. TOLERANCES : SEE CLAUSE 8.0.10.

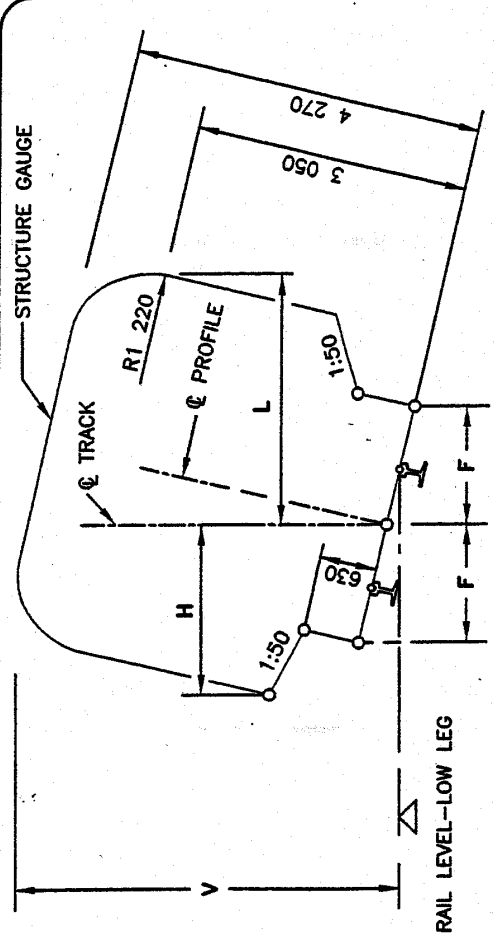


BE 97-01 Sht 3 of 5    DATE : JUNE 2000



ANNEXURE 1  
SHEET 5 of 5  
AMENDMENT

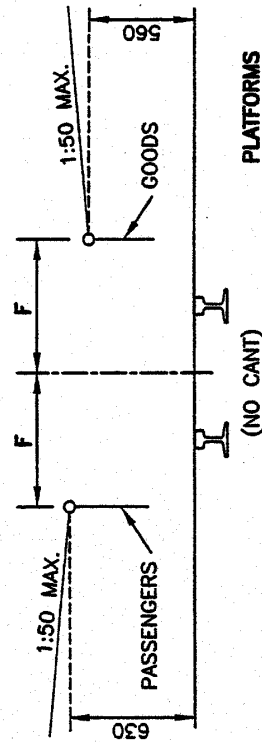
CLEARANCES : 610mm TRACK GAUGE



RADIUS (m)	F (mm)
50	1 550
60	1 510
80	1 460
100	1 430
120	1 410
140	1 390
170	1 380
200	1 370
250	1 360
300	1 350
600	1 330
1 000	1 320
>2 000	1 320
STRAIGHT	1 310

RADIUS (m)	WITH CANT		NO CANT	V (mm)
	H (mm)	L (mm)	H & L (mm)	
50	2 370	2 490	2 400	4 320
70	2 310	2 420	2 330	4 310
100	2 260	2 370	2 280	4 310
140	2 220	2 340	2 250	4 310
200	2 200	2 300	2 220	4 300
300	2 190	2 270	2 200	4 300
500	2 180	2 230	2 190	4 290
700	2 170	2 200	2 180	4 270
1 000	2 170	2 170	2 170	4 270
>2 000	2 160	2 160	2 160	4 270

CLEARANCES



REMARKS:

- H IS THE MINIMUM HORIZONTAL CLEARANCE ON THE OUTSIDE OF THE CURVE BASED ON MINIMUM CANT.
- L IS THE MINIMUM HORIZONTAL CLEARANCE ON THE INSIDE OF THE CURVE BASED ON MAXIMUM CANT.
- V IS THE MINIMUM VERTICAL CLEARANCE.
- FOR APPLICATION AT CURVES:
  - APPLY INCREASED CLEARANCES FOR CURVES TO POINTS 2m BEYOND THE ENDS OF THE CIRCULAR CURVE.
  - REDUCE CLEARANCES AT A UNIFORM RATE OVER THE REMAINDER OF THE TRANSITION CURVE.
  - FOR NON-TRANSITIONED CURVES REDUCE AT A UNIFORM RATE OVER A LENGTH OF 18m ALONG STRAIGHTS.
- INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
- ALSO REFER TO REMARKS 5, 6 AND 7 OF ANNEXURE 1 SHEET 2.
- CLEARANCES ARE BASED ON 9 700mm BOGIE CENTRES AND 13 700mm VEHICLE BODY LENGTH.
- SEE ANNEXURE 1 SHEET 3 FOR STRUCTURES ON PLATFORMS.



# MANDATARY AGREEMENT

OCCUPATIONAL HEALTH AND SAFETY ACT 85 of 1993 (AS AMENDED)

## AGREEMENT WITH MANDATORY

In terms of Section 37(1) & (2)

### WRITTEN AGREEMENT ENTERED INTO AND BETWEEN

**Transnet SOC Ltd**

(Hereinafter referred to as the Employer)

**AND**

-----

(Hereinafter referred to as Mandatory (Principal Contractor))

**Compensation Fund Number** :

**Project Name** :





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## PREAMBLE

**WHEREAS** section 37(1) & (2) of the Occupational Health and Safety Act No 85 of 1993 ("the Act") requires that parties have an agreement in writing to ensure compliance by a mandatory in line with the provisions of the Act.

**AND WHEREAS** Transnet SOC Ltd requires the services of the Contractors to execute certain projects within its workshops.

**AND WHEREAS** TRANSNET SOC LTD can be better served by Contractors who have the infrastructure, specialist employees and expertise to execute such projects at the highest level of efficiency on short notice.

**NOW THEREFORE the parties agree as follows;**

## 1. DEFINITIONS

For the purpose of this agreement, unless the context indicates otherwise, the following definitions are set out for the terms indicated:

- 1.1 "Act" means the Occupational Health and Safety Act No 85 of 1993;
- 1.2 "Agreement" means this Mandatory agreement;
- 1.3 "Contractor " means the Mandatory;
- 1.4 "COID Act" means the Compensation for Occupational Injuries and Diseases Act No 130 of 1993.
- 1.5 "Effective Date" means the date of signature of this Agreement by the last party signing hereto;
- 1.6 "Employer" refers to TRANSNET SOC LTD;
- 1.7 "Mandatory" means an agent, Contractor or sub-contractor for work, but without derogating from the status in his own right as an employer or user;
- 1.8 "Parties" means TRANSNET SOC LTD and the Contractor, and "Party" shall mean either one of them, as the context indicates;
- 1.9 "Principal Contract" means the appointed contractor whereby such contractor has to provide goods and or services to TRANSNET SOC LTD.
- 1.10 "Regulations" means regulations promulgated in terms of the relevant legislation.
- 1.11 "Section" means the relevant section of the Occupational Health and Safety Act No 85 of 1993
- 1.12 "Services" means the services to be provided by the Contractor to TRANSNET SOC LTD.
- 1.13 "TRANSNET SOC LTD" means Transnet Group and all its operating divisions and Specialist units with (Registration No. **1990/000900/30**), a public company incorporated in accordance with the company laws of the Republic of South Africa;

## 2. INTERPRETATION

- 2.1 Clause headings in this Agreement are included for ease of reference only and do not form part of this Agreement for the purposes of interpretation or for any other purpose. No provision shall be construed



against or interpreted to the disadvantage of either Party hereto by reason of such Party having or being deemed to have structured or drafted such provision.

- 2.2 Any term, word or phrase used in this Agreement, other than those defined under the clause heading "Definitions" shall be given its plain English meaning, and those terms, words, acronyms, and phrases used in this Agreement will be interpreted in accordance with the generally accepted meanings accorded thereto.
- 2.3 A reference to the singular incorporates a reference to the plural and vice versa.
- 2.4 A reference to natural persons incorporates a reference to legal persons and vice versa.
- 2.5 A reference to a particular gender incorporates a reference to the other gender.

### **3. REPORTING**

- 3.1 The Mandatary and/or his designated person appointed in terms of Section 16(2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act") shall report to the Risk Manager and/or a Project Manager and/or a representative designated by the Employer prior to commencing the work at the premises of the Employer.

### **4. WARRANTY OF COMPLIANCE**

- 4.1 In terms of this Agreement the Mandatary warrants that he agrees to any of the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the OHS Act.
- 4.2 The Mandatary further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, nor from the provisions of the said Agreement, the Mandatary shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.
- 4.3 The Mandatary hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his activities and that of his employees.

### **5. APPOINTMENTS AND TRAINING**

- 5.1 The Mandatary shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work is to be performed under his responsibility. Copies of any appointments made by the Mandatary shall immediately be provided to the Employer.
- 5.2 The Mandatary shall further ensure that all his employees are trained on the health and safety aspects relating to the work to be done on the premises of the Employer and that they understand the hazards associated with such work being carried out on the premises. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 5.3 Notwithstanding the provisions of the above, the Mandatary shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

### **6. SUPERVISION, DISCIPLINE AND REPORTING**

- 6.1 The Mandatary shall ensure that all work performed on the Employer's a premise is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health



and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee with any health and safety matters.

- 6.2 The Mandatary shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of such conditions and that he in turn immediately reports these to the Employer and/or his representative.

## **7. ACCESS TO THE OHS ACT**

- 7.1 The Mandatary shall ensure that he has an updated copy of the OHS Act on site at all times and that this is accessible to his appointed responsible persons and employees, save that the parties may make arrangements for the Mandatary and his appointed responsible persons and employees to have access to the Employer's updated copy/copies of the Act.

## **8. COOPERATION**

- 8.1 The Mandatary and/or his responsible persons and employees shall provide full co-operation and information if and when the Employer or his representative inquires into any occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Employer and his representative shall at all times be entitled to make such inquiry.
- 8.2 Without derogating from the generality of the above, the Mandatary and his responsible persons shall make available to the Employer and his representative, on request, all and/or any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment.

## **9. WORK PROCEDURES**

- 9.1 The Mandatary shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment. The Mandatary shall then ensure that his responsible persons and employees are familiar with such mitigation measures.
- 9.2 The Mandatary shall implement any other safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made conversant with such other safe work practices as prescribed by the Employer and that his responsible persons and employees adhere to such safe work practices.
- 9.3 The Mandatary shall ensure that work for which any permit is required by the Employer is not performed by his employees prior to the Employer obtaining such permit from the Mandatary.

## **10. HEALTH AND SAFETY MEETINGS**

- 10.1 If required in terms of the OHS Act, the Mandatary shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, provide health and safety representatives to attend the Employer's health and safety committee meetings.

## **11. COMPENSATION REGISTRATION**

- 11.1 The Mandatary shall ensure that he has a valid proof of registration with the Compensation Commissioner, as required in terms of **COID Act**, and that all payments owing to the Commissioner are discharged. The Mandatary shall further ensure that the cover remain in force while any such employee is present on the premises.

## **12. MEDICAL EXAMINATIONS**

- 12.1 The Mandatary shall ensure that all his employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

### **13. INCIDENT REPORTING AND INVESTIGATION**

- 13.1 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and to the Employer. The Employer shall further be provided with copies of any written documentation relating to any incident.
- 13.2 The Employer retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.

### **14. SUBCONTRACTORS**

- 14.1 The Mandatary shall notify the Employer of any subcontractor he may wish to perform work on his behalf on the Employer's premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:
  - 14.1.1 The Mandatary shall ensure that training as discussed under appointments and training, is provided prior to the subcontractor commencing work on the Employer's premises.
  - 14.1.2 The Mandatary shall ensure that work performed by the subcontractor is done under his strict supervision, discipline and reporting.
  - 14.1.3 The Mandatary shall inform the Employer of any health and safety hazards and/or issue that the subcontractor may have brought to his attention.
  - 14.1.4 The Mandatary shall inform the Employer of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on the Employer's premises.

### **15. SECURITY AND ACCESS**

- 15.1 The Mandatary and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer. The Mandatary shall ensure that employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work from entering the premises.
- 15.2 The Mandatary and his employees shall not enter any area of the premises that is not directly associated with their work.
- 15.3 The Mandatary shall ensure that all materials, machinery or equipment brought by him onto the premises are recorded at the main gate(s) and/or checkpoint(s). Failure to do this may result in a refusal by the Employer to allow the materials, machinery or equipment to be removed from the Employer's premises.

### **16. FIRE PRECAUTIONS AND FACILITIES**

- 16.1 The Mandatary shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Employer's premises, save that the Parties may mutually make arrangements for the provision of such facilities.
- 16.2 The Mandatary shall further ensure that all his employees are familiar with fire precautions at the premises, which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.

## **17. ABLUTION FACILITIES**

17.1 The Mandatary shall ensure that an adequate supply of ablution facilities are provided for his employees performing work on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.

## **18. HYGIENE AND CLEANLINESS**

18.1 The Mandatary shall ensure that the work site and surround area is at all times maintained to the reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

## **19. NO NUISANCE**

19.1 The Mandatary shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer and/or his surroundings.

19.2 The Mandatary shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, another Mandatary or any tenants. Where such situations are unavoidable, the Mandatary shall give prior notice to the Employer.

## **20. INTOXICATION NOT ALLOWED**

20.1 No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

## **21. PERSONAL PROTECTIVE EQUIPMENT**

21.1 The Mandatary shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatary shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

## **22. PLANT, MACHINERY AND EQUIPMENT**

22.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilize on the Employer's premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

22.2 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks in terms of health and safety when properly used.

## **23. NO USAGE OF THE EMPLOYER'S EQUIPMENT**

23.1 The Mandatary hereby acknowledges that his employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Employer has been obtained, in which case the Mandatary shall ensure that only those persons authorized to make use of such materials, machinery or equipment, have access thereto.



## **24. TRANSPORT**

- 24.1 The Mandatary shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured. The Mandatary shall ensure that all drivers shall have relevant and valid driving licenses and the Mandatary shall ensure that no vehicle/s shall carry passengers unless it is specifically designed to do and that all drivers shall adhere to the speed limits and road signs on the premises at all times.
- 24.2 In the event that any hazardous substances are to be transported on the premises, the Mandatary shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

## **25. CLARIFICATION**

- 25.1 In the event that the Mandatary requires clarification of any of the terms or provisions of this Agreement, he should take the necessary steps to contact the Risk Manager of the Employer to obtain such clarification.

## **26. DURATION OF AGREEMENT**

- 26.1 This Agreement shall remain in force for the duration of the work to be performed by the Mandatary and/or while any of the Mandatary's employees are present on the Employer's premises.

## **27. NON COMPLIANCE WITH THE AGREEMENT**

- 27.1 If the Mandatary fails to comply with any provisions of this Agreement, the Employer shall be entitled to give the mandatory 7 (seven) days written notice to remedy such non-compliance and if the Mandatary fails to comply with such notice, then the Employer shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the mandatory may have in law,
- 271.1 to suspend the main Agreement; or
- 271.2 To claim immediate performance and/or payment of such obligations.
- 27.2 Should mandatory continue to breach the contract on three occasions, then the Employer is authorised to suspend the main contract without complying with the condition stated in the clause above.

## **28. HEADINGS**

The headings as contained in this Agreement are for reference purposes only and shall not be construed as having any interpretative value in them or as giving any indication as to the meaning of the contents of the paragraphs contained in this Agreement.



**Thus done and signed**

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_

\_\_\_\_\_  
**For and on behalf of the Employer**

**Witnesses:**

1. \_\_\_\_\_

2. \_\_\_\_\_

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_

\_\_\_\_\_  
**for and on behalf of the Mandatary**

**Witnesses:**

3. \_\_\_\_\_

4. \_\_\_\_\_



**To Whom It May Concern,**

**CERTIFICATE OF INSURANCE: TRANSNET (SOC) LIMITED – PRINCIPAL CONTROLLED INSURANCE**

In our capacity as Insurance Brokers to the Transnet Group of Companies, we hereby certify that the undermentioned insurances are currently in place:

INSURED: Transnet (SOC) Limited

PERIOD: 1 April 2023 to 31 March 2024 (Both days inclusive)

DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority and Transnet Port Terminals

THE INSURED'S VAT NO: 4720103177

THE INSURED'S COMPANY REGISTRATION NO: 1990/000900/30

POSTAL ADDRESS (Head Office) Carlton Centre, 150 Commissioner Street, Johannesburg, 2001

**CONTRACT WORKS INSURANCE**

Cover Provided : Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.

Insurer : Mirabilis (Santam Limited)

Policy Number : MZAR35023-CAR

The Contract Site : Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.

Territorial Limits : The Republic of South Africa.

Additional Co-Insureds:

The Contractor: All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

Sub-Contractors: All Sub-Contractors employed by the Contractor and all other Sub-Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement; transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant

owners and/or operators in respect of liability loss or damage arising out of The Insured Contract; project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;

**Provincial & Government:** any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract; all for their respective rights and interests.

**Insured Contracts :** All Contracts (including any undertaking awarded or commenced prior to Inception of the Period of Insurance) involving design, construction, Performance Testing and Commissioning in respect of the Works and shall Include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **excluding**;

- a) contracts which at award stage have a value in excess of R 1,000,000,000;
- b) contracts with an estimated construction period exceeding 48 months but increasing to 60 months in respect of rail maintenance contracts and Transnet Freight and Rail contracts for logistical support for inline inspections and identification of defects over a 5 year period in respect of Transnet's pipeline assets (excluding Defects Liability/Maintenance period);
- c) contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured;
- d) contracts in or on any aircraft;
- e) Off-shore contracts;
- f) Wet Risk Contracts which at award exceeds R500,000,000;
- g) Dam Contracts
- h) Tunnel contracts which at award exceeds R50,000,000;
- i) Tunnel contracts using tunnel boring machines;
- j) Underground Mining Contracts;
- k) Horizontal Directional Drilling Contracts which at award exceeds R50,000,000;
- l) Horizontal Directional Drilling Contracts where total drilling exceeds 1 km;
- m) Horizontal Directional Drilling Contracts for pipe diameters greater than 76 cm.

### Definitions

1. *"Off-shore contracts" means all works and installations in the sea or on the seabed including dredging which are accessible only by ship boat barge or helicopter and do not constitute normal wet works like harbours moles bridges wharves or sewage or cooling water intake or outlet facilities. "OffShore Contracts" shall include oilrigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not apply to pre-fabrication works on land associated with an Off-Shore Contract.*

- 2 *"Wet Risk Contracts" shall mean any Contract and/or Works where more than thirty-five (35) percentile of its value is in a permanent body of water or is below the high water mark of any tidal body of water. The term shall include contracts for the construction of wharves, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to on-shore facilities and canal developments. Wet Risks shall exclude Off- Shore Contracts;*
- 3 *"Dam Contracts", which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;*
- 4 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 5 *Tunnels" means Tunnels (Including declines) involving all of the following;*
  - (a) Works below ground level; and
  - (b) Tunnelling machinery below ground level; and
  - (c) A tunnelling crew operating the machinery below ground level;
  - (d) But shall not include Horizontal Directional Drilling Contracts
- 6 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 7 *"Underground Mining Contracts", which shall mean any contract involving underground mining.*

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

- Costs & Expenses - Limited to maximum of R50,000,000.
- Expediting Measures – Limited to a maximum of R50,000,000.
- Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- Costs & Expenses For Removal Of Debris No Damage - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000
- Public Relationship Costs - Limited to a maximum of R1,000,000.
- Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000

- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000
- Search & Locate Costs - Limited to a maximum of R20,000,000.
- Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- Escalation during Construction – 30%
- Marine Contribution Clause
- Claim Preparation Costs – Limited to a maximum of R10,000,000

Main Policy Exclusions :

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 15% of the total estimated contract value.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidisation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Cyber and Data

Deductibles:

In respect of loss or damage:

Major Perils shall mean damage caused by storm, rain, tempest, wind, flood, theft, malicious damage, subsidence, collapse, earthquake, testing or commissioning and the consequences of defective design, specification, materials or workmanship (DE4).

Minor Perils shall mean damage caused by a peril not defined as Major Perils defined above.

Contracts with a contract value :	Major perils	Minor perils
0 to R100,000,000	R25,000	R15,000
R100,000,001 to R250,000,000	R50,000	R15,000



R250,000,001 to R500,000,000	R100,000	R25,000
R500,000,001 to R1,000,000,000	R150,000	R25,000

Minimum wet risk deductible of R100,000 per occurrence to apply.

LEG 3 Deductible (Only in respect of Mechanical and Electrical contracts);

Contracts with a contract value	Deductible
0 to R500,000,000	R1,000,000 per occurrence
R500,000,001 to R1,000,000,000	R1,500,000 per occurrence

## PUBLIC LIABILITY

Cover Provided :	Contract Works Public Liability – cover the Insured’s legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.
Insurer :	Stalker Hutchinson (Santam Limited)
Policy Number:	6000/132335
Territorial Limits :	The Republic of South Africa.
Insured Contracts:	<p>All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but <b>Excluding</b>:</p> <ol style="list-style-type: none"> <li>Contracts which at award stage have a value in excess of R 1,000,000,000.</li> <li>Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight &amp; Rail and for Transnet Pipeline’s logistical support for inline inspections and identification of defects in respect of Transnet’s pipeline assets (all excluding Defects Liability/Maintenance period).</li> <li>Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.</li> <li>Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.</li> <li>Contracts in or on any aircraft.</li> <li>Off-shore contracts - “Off-shore contracts” means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and</li> </ol>

offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Policy Limits:

Contractors Public Liability	R100,000,000 any one occurrence / unlimited during the Period of Insurance
Contractors Negligent Removal or weakening of Support	R100 000 000 any one occurrence and R100,000,000 per site in the aggregate during the Period of Insurance.
Statutory Legal Defence Costs	*R5 000 000 in the aggregate during the Period of Insurance.
Arrest / Assault / Defamation	*R5 000 000 in the aggregate during the Period of Insurance.
Prevention of Access	*R5 000 000 in the aggregate during the Period of Insurance.
Trespass / Nuisance	*R5 000 000 in the aggregate during the Period of Insurance.
Claims Preparation Costs	R5 000 000 any one occurrence

\*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductible(s) : R50,000 per occurrence but increased to R5,000,000 in respect of Spread of Fire and/or Hot Works and R250,000 in respect of Sudden and Accidental Pollution and/or Goods on the Hook and/or R150,000 in respect of Developers Removal of Support.

General Policy Exclusions :

The policy does not cover:-

- deliberate, conscious and intentional disregard to take reasonable precautions.
- fines, penalties, punitive and exemplary damages.
- Pollution unless caused by a sudden, unintended and unexpected occurrence.
- cost of removing, nullifying or cleaning up the effects of pollution unless caused by a sudden, unintended and unexpected occurrence.
- the hazardous nature of asbestos.
- War And Terrorism Risks.
- Nuclear Risks.
- Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities
- Compulsory Insurance

- Loss or damage and any consequence therefrom to any Data. •
- Sanctions Exclusion
- Grid Failure

### PROFESSIONAL INDEMNITY

Cover Provided :

Professional Indemnity

- a) In respect of damages which the Insured shall become legally liable to pay in consequence of neglect, error or omission by or on behalf of the Insured in the conduct or execution of their Professional Activities and Duties as defined.
- b) Prior To Handover/Rectification - against loss arising out of any defect in the works discovered prior to the issue of any practical completion or take-over certificate provided that any such defects are caused by a negligent breach of a Professional Activity or Duty by the Insured in consequence of neglect, error or omission by or on behalf of the Insured.

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132337

Jurisdiction :

Worldwide excluding North America

Insured Contracts:

All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding**:

- a) Contracts which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) Contracts in or on any aircraft.
- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Limit Of Indemnity:

Professional Indemnity - \*R100,000,000 in the aggregate during the policy period of insurance.

\*Where the limit is noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Policy Extension  
Limits Of Indemnity:

Claims Preparation Costs -	*R7,500,000 in the aggregate during the policy period of insurance.
Loss of Documents -	*R2,000,000 in the aggregate during the policy period of insurance.
Statutory Defence Costs -	*R5,000,000 in the aggregate during the policy period of insurance.
Defamation -	*R5,000,000 in the aggregate during the policy period of insurance.
Infringement of Copyright -	*R5,000,000 in the aggregate during the policy period of insurance.

\*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductibles:

R5,000,000 each and every but R10,000 in respect of Claims Preparation Costs, Loss of Documents, Statutory Defence Costs, Defamation and Infringement Of Copyright.

Policy Special Conditions :

Condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable.

Prior to hand over/rectification – the insured must give prior written notice to the Insurers of the intention to take remedial action to rectify such defect and obtain the Insurers' written agreement to such action being taken and the costs and expenses expected to be expended.

Policy Main Exclusions:

- Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- Excludes Supervision.
- Excludes liability arising out of environmental impairment / pollution
- Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks.
- Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other noncompensating damages of any kind.
- Excludes liability from the hazardous nature of asbestos.
- Excludes medical malpractice.





- Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- Excludes failure to meet completion dates
- Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- Excludes incorrect authorisation of payment.
- Excludes breach of any statutory regulation.
- Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions ac
- Sanctions Exclusion
- Grid Failure

**This certificate of the insurance cover arranged is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies issued by Insurers.**

Dennis Govender

Chief Broking Officer