

**TRANSNET FREIGHT RAIL**  
**TENDER NUMBER: HOAC\_ELF\_0000041082**  
**DESCRIPTION OF THE SERVICE: THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENING MACHINE LOW PRODUCTION COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED" BASIS FOR A PERIOD OF 12 MONTHS**

## **Transnet Freight Rail**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

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

**FOR THE: THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENING MACHINE LOW PRODUCTION COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED" BASIS FOR A PERIOD OF 12 MONTHS.**

<b>RFP NUMBER</b>	<b>: HOAC_ELF_0000041082</b>
<b>ISSUE DATE</b>	<b>: 20 March 2023</b>
<b>CLOSING DATE</b>	<b>: 03 April 2023</b>
<b>CLOSING TIME</b>	<b>: 12h00pm</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

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### Note to tenderers:

Tenderers are to indicate their CIDB Grading by filling in the table below. **Attach a copy of the CIDB Grading Designation or evidence of being capable of being so registered.**

CRS Number	Status	Grading	Expiry Date

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 **5CE** or higher class of construction work, are eligible to have their tenders evaluated.

a) Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
3. 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 **5CE** 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
4. 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.**



## 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>THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENING MACHINE LOW PRODUCTION COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF 12 MONTHS.</b>
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use <b>Google Chrome to access Transnet link</b>) <b>FREE OF CHARGE.</b></b>
<b>CLOSING DATE</b>	<b>10:00am on 03 April 2023</b> Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b>

#### 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;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;



- 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;
- 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 [T2.2-43], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] 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.



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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.

## 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**)

**Transnet urges its clients, suppliers and the general public  
to report any fraud or corruption to  
TIP-OFFS ANONYMOUS: 0800 003 056 OR [Transnet@tip-offs.com](mailto:Transnet@tip-offs.com)**



## 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.

Clause	Data
<b>C.1.1</b> The Employer is	<b>Transnet SOC Ltd (Reg No. 1990/000900/30)</b>
C.1.2 The tender documents issued by the Employer 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 Securities
Part C2: Pricing data	C2.1 Pricing instructions: Option A C2.2 Price List



## Part C3: Scope of work

## C3.1 Service Information

C.1.4	The Employer's agent is:	Acting Procurement Manager
	Name:	Thabo Nkosi
	Address:	Transnet Freight Rail, RNC Main Building Cnr Jet Park & North Reef Road Elandsfontein 1406
	Tel No.	011 308 4236
	E – mail	<a href="mailto:Thabo.Nkosi@transnet.net">Thabo.Nkosi@transnet.net</a>

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

### 1. Stage One – Step One: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

<b>Administrative responsiveness check</b>
• Whether the Bid has been lodged on time
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time
• Verify the validity of all returnable documents
• Verify if the Bid document has been duly signed by the authorised respondent

***Failure to pass the administrative responsiveness or provide essential Returnable Documents will result in Transnet affording the Respondents a further opportunity to submit by a set of deadline. Should the Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.***

### 2. Stage One – Step Two: Test for Substantive Responsiveness to RFP

<b>Check for substantive responsiveness</b>
• Proof of CSD Registration
• Valid Tax Clearance/ Tax Pin
• Whether the Bid contains a priced offer <ul style="list-style-type: none"> <li>- C1.1 Form of Offer completed in full and signed</li> <li>- C2.2 Price List completed in full</li> </ul>
• Whether the Bid materially complies with the scope and/or specification given



- Whether the Bid contains the Safety, Health, Risk and Environment Plan: The assessment will be done based on the items/points to be addressed as stipulated on the returnable schedules below:
- Health and Safety, Risk Plan and Environment Management Plan

### 3. Stage Two - 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 **5CE 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:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
3. 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 **5CE** 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
4. The tenderer shall provide a certified copy of its signed joint venture agreement.

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

### 4. Stage Two - Step Four: Evaluation and Final Weighted Scoring

a) **Price Criteria [Weighted score 80 points]:**

Evaluation Criteria	RFP Reference
• Commercial offer	Section 4

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where:



Ps = Score for the Bid under consideration

Pt = Price of Bid under consideration

Pmin = Price of lowest acceptable Bid

**Final Price scores will be rounded off to the nearest 2 (two) decimal places.**

**b) Broad-Based Black Economic Empowerment criteria [Weighted score 20 points]**

- **B-BBEE - current scorecard / B-BBEE Preference Points Claims Form**
- **Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated below:**

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**5. Stage Three - Step Five: Post-tender negotiations**

Respondents are to note that Transnet may not award a contract if the price offered is not market-related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:

- first negotiate with the highest-ranked bidder or cancel the bid, should such negotiations fail,
- negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.

In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.



Should Transnet conduct post-tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. A final evaluation will be conducted in terms of Price only and the contract will be negotiated and awarded to the successful Respondent(s).

## 6. Stage Three - Step Six: Award of business and conclusion of the contract

- Immediately after approval to award the contract has been received, the successful or preferred bidder(s) will be informed of the acceptance of his/their Bid either by way of a Letter of Award or Letter of Intent where Transnet will negotiate the final terms and condition the contract with the successful Respondent(s). Thereafter the final contract will be concluded with the successful Respondent(s).
- Otherwise, a final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

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:

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer: **(insert company name)**
- Contact person and details: **(insert details)**
- The Tender Number: **HOAC\_ELF\_0000041082**
- The Tender Description: **THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENING MACHINE LOW PRODUCTION COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF 12 MONTHS**

Documents must be marked for the attention of:

**Employer's Agent: Thabo Nkosi**

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 **03 April 2023** Location:

The Transnet e-Tender Submission Portal:

(<https://transnetetenders.azurewebsites.net>);

**NO LATE TENDERS WILL BE ACCEPTED**



C.2.16 The tender offer validity period is **12 weeks** 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.

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 case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. A valid CIDB certificate in the correct 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

C3.11 Only tenders that are administratively and substantively responsive will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations.

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

Up to 100 minus W1 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 BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.

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) 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, 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,
  - e) complies with the legal requirements, if any, stated in the tender data and
  - f) 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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## T2.2-1: 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 of \_\_\_\_\_, 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.



**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.**

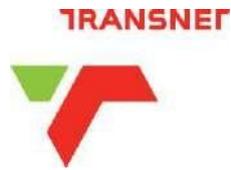
Name of firm	Address	Authorising signature, name (in caps) and capacity

**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





## T2.2-4: Capacity and Ability to meet Delivery Schedule

### Note to tenderers:

The Tenderer is required to demonstrate to the Employer that the tenderer has sufficient current and future capacity to carry out the work as detailed in the Service Information and that the tenderer has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature;
- Current and future work on his order book, showing quantity and type of equipment;
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on;
- The work as covered in this Service Information, planned and scheduled as per the Tenderer's capacities and methods but meeting the required delivery schedule.

### Index of documentation attached to this schedule:

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## **T2.2-6 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 ( ..... 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.
- 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.



TRANSNET FREIGHT RAIL  
 TENDER NUMBER: HOAC\_ELF\_0000041082  
 DESCRIPTION OF THE SERVICE: THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENING MACHINE LOW PRODUCTION COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED" BASIS FOR A PERIOD OF 12 MONTHS

- 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 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>	
-----------	--



TRANSNET FREIGHT RAIL

TENDER NUMBER: HOAC\_ELF\_0000041082

DESCRIPTION OF THE SERVICE: THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENING MACHINE LOW PRODUCTION COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED" BASIS FOR A PERIOD OF 12 MONTHS

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/infoereg/>, 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 \_\_\_\_\_ 2022

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

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

Signature: \_\_\_\_\_ (Operator)

Authorised signatory for and on behalf of \_\_\_\_\_ who warrants that he/she is duly authorised to sign this Agreement.

#### AS WITNESSES:

1. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_ Signature: \_\_\_\_\_

## T2.2-9: 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 Contractor 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 R5 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			

## T2.2-17: 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.**

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	Date
Name .....	Position .....
Enterprise name .....	

**SBD 6.1**

**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 Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

**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 R50,000,000.00 (all applicable taxes included); and

1.2 The value of this bid is estimated to not exceed R50,000,000.00 (all applicable taxes included) and therefore the 80/20 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.

1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution 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.

## 2. 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.

## 3. POINTS AWARDED FOR THE PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:  
80/20

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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

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

- 4.1 preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

<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.



- 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 1.4 AND 6.1**

- 6.1 B-BBEE Status Level of Contribution: . = .....(maximum of 20 points)  
 (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 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		NO	
-----	--	----	--

- (a) If yes, indicate:

- i) What percentage of the contract will be subcontracted. .... %
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE.

**(Tick applicable box)**



YES		NO	
-----	--	----	--


**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

Manufacturer

Supplier

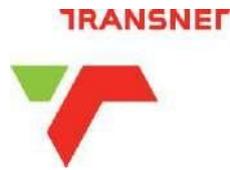
Professional Supplier/Service provider

Other Suppliers/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
  - (f) forward the matter for criminal prosecution.

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

..... SIGNATURE(S) OF BIDDERS(S) DATE: .....
--



## 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.

Full Name	Identity Number	Name of State institution

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:

\_\_\_\_\_

<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.



.....  
.....

**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:

.....  
.....

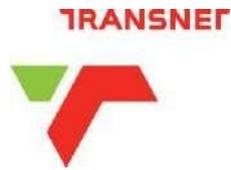
### 3 DECLARATION

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.
- 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

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<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.



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



TRANSNET FREIGHT RAIL  
TENDER NUMBER: HOAC\_ELF\_0000041082  
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## **T2.2-31 Service Provider Integrity Pact**

**Important Note: All potential tenderers must read this document and certify in the RFP Declaration Form that they 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")



TRANSNET FREIGHT RAIL  
TENDER NUMBER: HOAC\_ELF\_0000041082  
DESCRIPTION OF THE SERVICE: THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENING  
MACHINE LOW PRODUCTION COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF 45  
DAYS

## **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/Contractor 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.

## **1 OBJECTIVES**

- 1.1 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.

## **2 COMMITMENTS OF TRANSNET**

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

- 2.1 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.

- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors 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.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors 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 in a fair manner.
- 2.4 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.

### 3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
- a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
  - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
  - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
  - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during



TRANSNET FREIGHT RAIL

TENDER NUMBER: HOAC\_ELF\_0000041082

DESCRIPTION OF THE SERVICE: THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENING

MACHINE LOW PRODUCTION COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF 45

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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.
- 3.3 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.
- 3.4 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.
- 3.5 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/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 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.



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- 3.7 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/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
  - a) Human Rights
    - Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
    - Principle 2: make sure that they are not complicit in human rights abuses.
  - b) Labour
    - Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
    - Principle 4: the elimination of all forms of forced and compulsory labour;
    - Principle 5: the effective abolition of child labour; and
    - Principle 6: the elimination of discrimination in respect of employment and occupation.
  - c) Environment
    - Principle 7: Businesses should support a precautionary approach to environmental challenges;
    - Principle 8: undertake initiatives to promote greater environmental responsibility; and
    - Principle 9: encourage the development and diffusion of environmentally friendly technologies.



d) Anti-Corruption

- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

#### 4 INDEPENDENT TENDERING

- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 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 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.

- 4.7 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.

## 5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 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/Contractor 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/Contractor from its database, if already registered.
- 5.2 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.
- 5.3 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.



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

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "prima facie" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 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;



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- 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) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- g) has litigated against Transnet in bad faith.

6.8 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.

6.9 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.

## **7 PREVIOUS TRANSGRESSIONS**

7.1 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.

7.2 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 Returnable Form contained in the document.)



## **8 SANCTIONS FOR VIOLATIONS**

- 8.1 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 to the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/Service Provider/Contractor may continue;
  - 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/Contractor; and
  - f) Exclude the Tenderer/Service Provider/Contractor from entering into any Tender with Transnet in future.

## **9 CONFLICTS OF INTEREST**

- 9.1 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.
- 9.2 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.

- 9.3 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.

9.4 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.

## 10 DISPUTE RESOLUTION

10.1 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 6 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.

## 11 GENERAL

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

11.2 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.

11.3 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.

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



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11.5 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 abide by it. To the best of the Parties’ knowledge and belief, the information provided in this Integrity Pact is true and correct.

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I ..... duly authorised by the tendering entity, hereby certify that the tendering entity are **fully acquainted** with the contents of the Integrity Pact and further **agree to abide by it** in full.

Signature .....

Date .....

## **T2.2-32 : 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:
  - 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.
- 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, 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.

## 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



## **T2.2-33 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 Transnet Freight Rail, Inyanda House 2, 21 Wellington Rd, Parktown, Johannesburg, 2001, 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;
- 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:
  - 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.

### **4. ANNOUNCEMENTS**

- 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.

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	_____		

## T2.2-34: SUPPLIER DECLARATION FORM

Transnet Vendor Management has received a request to load / change your company details onto the Transnet vendor master database. Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents as per Appendix A to the Transnet Official who is intending to procure your company's services / products, to enable us to process this request. Please only submit the documentation relevant to your request.

**Please Note:** all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury's Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

### General Terms and Conditions:

**Please Note:** Failure to submit the relevant documentation will delay the vendor creation / change process.

Where applicable, the respective Transnet Operating Division processing your application may request further or additional information from your company.

The Service Provider warrants that the details of its bank account ("the nominated account") provided herein, are correct and acknowledges that payments due to the Supplier will be made into the nominated account. If details of the nominated account should change, the Service Provider must notify Transnet in writing of such change, failing which any payments made by Transnet into the nominated account will constitute a full discharge of the indebtedness of Transnet to the Supplier in respect of the payment so made. Transnet will incur no liability for any payments made to the incorrect account or any costs associated therewith. In such an event, the Service Provider indemnifies and holds Transnet harmless in respect of any payments made to an incorrect bank account and will, on demand, pay Transnet any costs associated herewith.

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (Large Enterprises and QSEs less than 51% black owned) as well as sworn affidavits in the case of EMEs and QSEs with more than 51% black ownership as per Appendices C and D.

### In addition, please note of the following very important information:

1. **If your annual turnover is R10 million or less**, then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company (Appendix C) OR B-BBEE certificate issued by a verification agency accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate.

2. **If your annual turnover is between R10 million and R50 million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE). A QSE which is at least 51% black owned, is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership (Appendix D). O QSE 'that does not qualify for 51% of black ownership, are required to



TRANSNET FREIGHT RAIL

TENDER NUMBER: HOAC\_ELF\_0000041082

DESCRIPTION OF THE SERVICE: THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENING MACHINE  
LOW PRODUCTION COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF 45 DAYS

submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS their QSEs are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS.

**Please Note:** B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

**3. If your annual turnover exceeds R50 million**, then in terms of the DTI codes, you are classified as a Large Enterprise. Large Enterprises are required to submit a B-BBEE level verification certificate issued by a verification agency accredited by SANAS.

**Please Note:** B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

**4. The supplier to furnish proof to the procurement department as required in the Fourth Schedule of the Income Tax Act. 58 of 1962** whether a supplier of service is to be classified as an "employee", "personal service provider" or "labour broker". Failure to do so will result in the supplier being subject to employee's tax.

**5. No payments can be made to a vendor until the** vendor has been registered / updated, and no vendor can be registered / updated until the vendor application form, together with its supporting documentation, has been received and processed. No payments can be made to a vendor until the vendor has met / comply with the procurement requirements.

6. It is in line with PPPFA Regulations, only valid B-BBBEE status level certificate issued by an unauthorised body or person OR a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice, OR any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

7. As per the communique dated 04 March 2016 addressed to the **Members of the IRBA**, as of **30 September 2016**, the IRBA will no longer be the 'Approved Regulatory Body' as per Code Series 000, Statement 005 of the Codes of Good Practice. Any entity that seeks to apply for B-BBEE Accreditation to issue B-BBEE Verification Certificates post 30 September 2016 or wishes to participate in the B-BBEE Verification Industry must thus follow the Code Series 000, Statement 005, Section 5 of the Codes of Good Practice application process to the Accreditation Body (SANAS).'



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## APPENDIX A

### Supplier Declaration Form

**Important Notice:** all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> before applying to Transnet.

CSD Number (MAAA xxxxxxx):

Company Trading Name						
Company Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Did your company previously operate under another name?  Yes  NoIf **YES** state the previous details below:

Trading Name						
Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Your Current Company's VAT Registration Status

VAT Registration Number						
If <b>Exempted from VAT registration</b> , state reason and submit proof from SARS in confirming the exemption status						
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.						

Company Banking Details			Bank Name	
Universal Branch Code			Bank Account Number	

Company Physical Address			
	Code		
Company Postal Address			
	Code		
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			
Company Contact Person Name			
Designation			
Telephone			



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Email	
-------	--

Is your company a Labour Broker?	Yes	No
----------------------------------	-----	----

Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc.	
--	--

How many personnel does the business employ?	Full Time	Part Time
--	-----------	-----------

Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.

Most recent Financial Year's Annual Turnover	<R10Million	>R10Million <R50Million	>R50Million
--	-------------	-------------------------	-------------

Does your company have a valid B-BBEE certificate?	Yes	No
--	-----	----

Please indicate your Broad Based BEE status (Level 1 to 9)	1	2	3	4	5	6	7	8	9
--	---	---	---	---	---	---	---	---	---

Majority Race of Ownership	
----------------------------	--

% Black Ownership	% Black Women Ownership	% Black Disabled person(s) Ownership	% Black Youth Ownership
-------------------	-------------------------	--------------------------------------	-------------------------

% White Ownership	% Indian Ownership	% Coloured Ownership	
-------------------	--------------------	----------------------	--

**Please Note:** Please provide proof of B-BBEE status as per Appendix C. If you qualify as an EME or QSE then provide an affidavit following the templates provided in **Appendix C and D** respectively. If you have indicated Black Disabled person(s) ownership, then provide a **certified** letter signed by a physician, on the physician's letterhead, confirming the disability. A certified South African Identification Document will be required for all Black Youth Ownership.

Supplier Development Information Required	
EMPOWERING SUPPLIER	YES <input type="radio"/> NO <input type="radio"/>
FIRST TIME SUPPLIER	YES <input type="radio"/> NO <input type="radio"/>
SUPPLIER DEVELOPMENT PLAN	YES <input type="radio"/> NO <input type="radio"/>
DEVELOPMENT PLAN DOCUMENT	* If Yes- Attach supporting documents
ENTERPRISE DEVELOPMENT BENEFICIARY	YES <input type="radio"/> NO <input type="radio"/>
SUPPLIER DEVELOPMENT BENEFICIARY	YES <input type="radio"/> NO <input type="radio"/>
GRADUATION FROM ED TO SD BENEFICIARY	YES <input type="radio"/> NO <input type="radio"/>
ENTERPRISE DEVELOPMENT RECIPIENT	YES <input type="radio"/> NO <input type="radio"/>

**By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct**

Name and Surname		Designation	
Signature		Date	

**Stamp And Signature Of Commissioner Of Oaths**

Name and Surname		Date	
------------------	--	------	--



**APPENDIX B**

Affidavit or Solemn Declaration as to VAT registration status

---

**Affidavit or Solemn Declaration**

I, \_\_\_\_\_ solemnly swear/declare  
 that \_\_\_\_\_ is not a registered VAT  
 vendor and is not required to register as a VAT vendor because the combined value of taxable  
 supplies made by the provider in any 12 month period has not exceeded or is not expected to exceed  
 R1million threshold, as required in terms of the Value Added Tax Act.

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

Designation: \_\_\_\_\_

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

**Commissioner of Oaths**

Thus signed and sworn to before me at \_\_\_\_\_ on this the \_\_\_\_\_  
 day of \_\_\_\_\_ 20 \_\_\_\_\_,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit,  
 and that he/she has no objection to taking the prescribed oath, which he/she regards binding on  
 his/her conscience and that the allegations herein contained are all true and correct.

\_\_\_\_\_  
 Commissioner of Oaths



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## APPENDIX C

### SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned, \_\_\_\_\_

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% **Black Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- The Enterprise is \_\_\_\_\_% **Black Woman Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- **The enterprise is \_\_\_\_\_%Black youth owned;** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;



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- **The enterprise is \_\_\_\_\_% black disabled owned;** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- **The enterprise is \_\_\_\_\_% by Black people living in rural and under developed areas** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- **The enterprise is \_\_\_\_\_% by military veterans** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- Based on the management accounts and other information available for the \_\_\_\_\_ financial year, the income did not exceed R10, 000,000.00 (ten million rand).

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
More than 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition)	
Less than 51% black owned	<b>Level Four</b> (100% B-BBEE procurement recognition)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of **12 months** from the date signed by commissioner.

**Deponent Signature** .....

**Date** .....

**Commissioner of Oaths**

.....  
**Name & Surname**

**Signature & Stamp**



TRANSNET FREIGHT RAIL  
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## APPENDIX D

### SWORN AFFIDAVIT – QUALIFYING SMALL ENTERPRISE - GENERAL

I, the undersigned, \_\_\_\_\_

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Enterprise Physical Address:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_% **Black Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_% **Black Woman Owned** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The enterprise is \_\_\_\_\_% Black Youth owned;** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,



TRANSNET FREIGHT RAIL

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- **The enterprise is \_\_\_\_\_% black disabled owned;** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- **The enterprise is \_\_\_\_\_% by Black people living in rural and under developed areas** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- **The enterprise is \_\_\_\_\_% by military veterans** as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

Please Confirm on the below table the B-BBEE Level Contributor, by ticking the applicable box.

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of **12 months** from the date signed by commissioner.

**Deponent Signature** .....

**Date** .....

**Commissioner of Oaths**

.....  
**Name and Surname**

**Signature & Stamp**



## T2.2-36: 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 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 T2.2-31 "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.



## **T2.2-40: 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:

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

## T2.2-43: 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 TENDERER



## 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:

**MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENER MACHINES LOW PRODUCTION COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF 12 MONTHS.**

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:**

Name & signature of witness

(Insert name and address of organisation)

Date

Tenderer's CIDB registration number:



**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

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

Name & signature of witness                      (Insert name and address of organisation)                      Date

.....



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### 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		
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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

(Insert name and address of organisation)

Transnet SOC Ltd

.....

.....

Name &  
signature  
of witness

.....

.....

Date

.....

.....



## C1.2 Contract Data

### Part one - Data provided by the Employer

Clause	Statement	Data
<b>1</b>	<b>General</b>	
	The conditions of contract are the core clauses and the clauses for main Option:	
	dispute resolution Option	<b>A</b> <b>Priced contract with price list</b>
	and secondary Options	<b>W1</b> <b>Dispute resolution procedure</b>
		<b>X2</b> <b>Changes in the law</b>
		<b>X18</b> <b>Limitation of liability</b>
		<b>X19</b> <b>Task Order</b>
		<b>Z:</b> <b>Additional conditions of contract</b>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The Employer is:	<b>Transnet SOC Ltd</b>
	Address	Registered address: <b>Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet Freight Rail, RNC Main Building Cnr Jet Park &amp; North Reef Road Elandsfontein 1406</b>
	Tel No.	<b>011 584 0590</b>
10.1	The Service Manager is (name):	<b>Tondani Makatu</b>
	Address	<b>Transnet Freight Rail, RNC Main Building Cnr Jet Park &amp; North Reef Road Elandsfontein 1406</b>



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 DESCRIPTION OF THE SERVICE: THE MAINTENANCE OF RAILWAY TRACK WITH ON-TRACK BALLAST SCREENING  
 MACHINE LOW PRODUCTION COUNTRYWIDE ON AN 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF 12 MONTHS

Tel **011 950 1359**

e-mail [Tondani.Makatu@transnet.net](mailto:Tondani.Makatu@transnet.net)

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 service is	Maintenance of Railway Track with On-Track Ballast Screener Machines low production Countrywide on an 'as and when required' basis for a Period of 12 months
11.2(14)	The following matters will be included in the Risk Register	<p>(a) Cancellation of track occupations at short notice.</p> <p>(b) The shortage of pilots to move machines between depots.</p> <p>(c) Work on railway track near live OHTE electrical equipment holds a danger of electrocution for workers.</p> <p>(d) Working on a railway line adjacent to lines on which rail traffic continue to run holds the risk of injury or death to workers.</p> <p>(e) Dry vegetation at or near most worksites is a fire hazard.</p>
11.2(15)	The Service Information is in	<b>The Scope of Services</b>
12.2	The law of the contract is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The language of this contract is	<b>English</b>
13.3	The period for reply 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 Contractor submits a first plan for acceptance within	<b>2 weeks of the Contract Date</b>
<b>3</b>	<b>Time</b>	
30.1	The starting date is.	<b>12 April 2023</b>
30.1	The service period is	<b>12 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>	



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50.1	The assessment interval is	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>
51.1	The currency of this contract is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>Payment will be effected 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 interest rate is	<b>The prime lending rate of the Standard Bank South Africa.</b>
<b>6</b>	<b>Compensation events</b>	<b>No additional data is required for this section of the conditions of contract.</b>
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<b>No additional data is required for this section of the conditions of contract.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional Employer's 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 Service Provider) caused by activity in connection with this contract for any one event is:	<b>Whatever Contractor deems necessary as the Employer 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 Contractor 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 Contractor's common law liability for people falling outside the scope of the Act.</b>
	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 R 5 000 000	
83.1	The Contractor liability to the Employer 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 Contractor liability to the Employer for loss of or damage to the Employers property is limited to:	<b>The total of the prices.</b>



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83.1	The Contractor total liability to the Employer 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 Contractor prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	<b>1 week</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The Adjudicator is (Name)	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the Adjudicator, the chairman of the Association of Arbitrators will appoint an Adjudicator.</b>
W1.2(3)	The Adjudicator nominating body is: If no Adjudicator nominating body is entered, it is	<b>The Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The tribunal is:	<b>Arbitration</b>
W1.4(5)	The arbitration procedure 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	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X18</b>	<b>Limitation of liability</b>	
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.
X18.4	The Contractor's total liability to the Employer, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>in respect of each Task Order, the total of the Prices for the Task Order other than for the additional excluded matters.</p> <ul style="list-style-type: none"> <li>• The Contractor's total liability for the additional excluded matters is not limited.</li> <li>• The additional excluded matters are amounts for which the Contractor 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 Employer's property, Plant and Materials),</li> <li>• death of or injury to a person and infringement of an intellectual property right.</li> </ul>
X18.5	The end of liability date is	6 (Six) months after the completion of the services at a specific Affected Property or the completion of a Task Order (whichever is applicable).
<b>X19</b>	<b>Task Order</b>	
X19.5	The Contractor submits a Task Order programme to the Service Manager within	5 (five) days of receiving the Task Order.
<b>Z</b>	<b>Additional conditions of contract</b>	




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

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

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

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Z2.1		<p>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:</p> <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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<b>A</b>	<b>Priced contract with price list</b>
11.2(12)	The price list is in .....
11.2(19)	The tendered total of the Prices is <b>R</b> .....

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TRANSNET FREIGHT RAIL

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## PART C2: PRICING DATA

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
C2.1	Pricing instructions	2 - 9
C2.2	Price Lists	9-11



## 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 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 because 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) establishment fee paid monthly 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 monthly 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 year within the *service period* are determined annually by applying the applicable rate to the actual volume of Works issued to the Contractor subject to the terms of the contract. In the interim period (prior to the annual assessment) the Contractor is paid an Interim Average Work Rate (as further described in paragraph 4.6 below), and the amount paid is reconciliated after the annual assessment.

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 4.5 below), from which an Interim Average Working Rate is determined by applying the price weighting percentage indicator stipulated by the Employer in the Price List.

## 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.

This section must be read together with the Additional Definitions and Interpretation Provisions contained in the Z- Clauses contained in **Contract Data provided by the Employer (C1.2 TSC3 Contract Data)** for the assessment of the amount due to the Contractor for Providing the Services.

Payment will be made, for the Ballast Screening package, in accordance with the rates tendered in the schedule of prices. The following information shall be recorded continually for the screener package:

- (a) For all machines: Screener, tampers, stabiliser and regulator etc: Tw, Tww, Twr, Ttr, To, Tb, Tx and Ts, Tt, Tp and Tm and total metres screened for each day and totals for the month.
- (b) Availability of the screeners, tampers and other machines:  $A = \frac{(T_o - T_b)}{T_o}$
- (c) Productivity: P =  $\frac{\text{actual rate}}{\text{tendered rate}}$
- (d) Utilisation: U =  $\frac{T_w}{T_o}$
- (e) Actual meter screened in each and every category separately.
- (f) Only work that was required and accepted will be included for payment

The basis of payment of this contract is the final linear kilometre regulated or profiled.

##### 4.1 ITEM 1: Establishment Payment

The purpose of the establishment payment is for the establishment of mobile accommodation facilities to cater for all operation and support staff undertaking the service. Establishment for plant and machinery will be catered under this item. An establishment payment will be made after the contractor has fully established in each depot and will be included on the payment certificate that will be discussed on the payment meeting.

##### 4.2 ITEM 2.1: Open Track Screening

Payment of screening Open Track is based on an estimated meters of ballast screened inclusive of the spoil removal system. The payment of an actual meters screened shall be paid as per items under 2.1. Please note that X17 (Low service damages) will factored to this item.



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#### 4.3 ITEM 2.2: Turnout Screening

Tenderers are to provide specific offers of how screening of turnouts, when required, shall be undertaken as specific project. Payment shall be made per turnout screened as per items under 2.2. Please note that X17 (Low service damages) will factored to this item.

#### 4.4 ITEM 2.3: Tunnel Screening

Tunnel screening: Screening in tunnels where screening is restricted because of narrow space per various ballast depths and will be paid per meters screened as per items under 2.3. Please note that X17 (Low service damages) will factored to this item.

#### 4.5 ITEM 2.4: Platform Screening

Payment will be made for actual metres screened alongside platforms per various ballast depths as per items under s under 2.4. Please note that X17 (Low service damages) will factored to this item.

#### 4.6 ITEM 2.5: Bridge Screening

Payment will be made for actual metres screened alongside platforms per various ballast depths as per items under 2.5. Please note that X17 (Low service damages) will factored to this item.

#### 4.7 ITEM 2.6: Drain Cleaning Team

Payment for the cleaning of concrete or earth side drains, where required before screening of track, will be done in one of the following ways:

a) If labour is used which is part of the permanent allocation of labour as per the schedule of labour submitted with this tender per screener package, no additional payment for the drain cleaning will be made. To ensure full utilisation of this labour, the contractor shall inform the technical officer where this drain cleaning cannot be dealt with by this labour, therefore justifying one of the following different methods of payment for drain cleaning:

i) Day labour and or plant hire: The size of gang shall be agreed on between the Technical Officer and the Contractor for this work, based on a reasonable rate of production. Payment for the drain cleaning will then be made as day labour. Where this method of payment is used by the Technical officer.

ii) Drain cleaning may also be done using a separate resource apart from this contract or screener package.

b) Cleaning of drains after screening of spoil or ballast spilt into the drain during screening shall under all circumstances be part of the labour task of the labour supplied with a screener as part of the screener package.

c) Payment for drain cleaning shall allow for cleaning of drains on both sides of the track and shall consist of that which can reasonably be expected to be performed by the gang strength.

#### 4.8 ITEM 2.7 Supply of Lighting

When night working and working in the tunnel is required and lighting is required over and above that provided on the machines, the supply and operation of adequate lighting will be paid per hour used under this Item.



#### 4.9 ITEM 2.8: Wet Conditions (Tww)

Payment will be made for actual hours worked, when working in rainy weather conditions (working when is raining) and or water running on the screening area, will be paid under item 2.8.

#### 4.10 ITEM 2.9: Total Rejection (Ttr

Payment will be made for actual metres rejected per various ballast depths as per items under 2.9.

#### 4.11 ITEM 3.a, b and c (Overtime Payment)

This item shall also be used for any required and approved day labour. (Refer applicable clause of Part C3/A for additional preparation work). The rates are to be for labour (including hand tools), supervision and transport for additional preparation work, approved by the *Project Manager*.

All Overtime, Sunday time and shift time will normally apply for all machines used for the entire package when working and when in transit only (when moving from one depot to another, this will not apply when machine is not moving/standing waiting for crews. The Project Manager however may decide to utilise the screener and tamper for different times of occupation, whereby time calculated may be different for parts of the package. This may occur whereby a screener is required to return to staging and a tamper is required to remain in section to finalise tamping later during the occupation or later between trains.

- (Normal Overtime and Saturday Overtime)
  - a) Overtime payments will be made for occupation time during weekdays (Monday to Friday) more than the hours of maximum occupation time (TOM) of 8 (eight) hours per day.
  - b) Overtime payment will also be made for work performed on a Saturday when more than the hours of maximum occupation time (TOM) OF 8 (eight) hours per day.
- (Sunday overtime)

Overtime payment will also be made for work performed on a Sunday when more than more than the hours of maximum occupation time (TOM) OF 8 (eight) hours per day.

#### 4.12 ITEM 4.a, b, and c: Shift Allowance

- A shift allowance payment will be made for work performed on a Saturday when working ten days out of every fourteen days.
- A shift allowance payment will be made for work performed on a Sunday or Paid Public Holiday when working ten days out of every fourteen days.
- A night shift allowance payment will be made when a 9-hour occupation or part thereof falls between 18h00 and 06h00, and will be paid in addition to any other shift or overtime payments

#### 4.13 ITEM 5: Additional Day Labour

- The rates for labour will apply in respect of additional labour accepted by the Project Manager. This item allows for the payment of person per day approved labour for tasks not forming part of the standard labour provided as part of each screener package.



- The day labour rate shall include all required protective or uniform clothing, hand tools and accommodation required for the labour
- Transport of day labour shall either be provided for by the transport provided for in the screener package as part of the standard labour and transport provided for or as additional transport paid for under the day labour rates provided for in the schedule of quantities and prices.
- Any additional transport shall be agreed on between the Project Manager and the Contractor.
- Overtime for weekdays, Saturday, and Sunday time more than the hours of maximum occupation time (TOM) of 8 (eight) hours per day for additional day labour shall be paid for under items 5 respectively.
- No shift time payment for additional labour shall apply even though day labour will be required to work the same shifts as that of the machines and standard labour. The Total Penalty calculated will be subtracted from the Contractors Payment monthly (before VAT).

#### 4.14 ITEM 6: Plant hire (TLB Machine)

- Any additional plant required with any screener package not part of the schedule of plant of the standard provision for the screener package shall be paid for under this item 6.
- The cost for any plant item under this item shall include for a 9-hour workday. The rate shall include all fuel and operator or driver, properly qualified to operate the plant, including all support required for the operator to perform work, such as accommodation transport etc.
- Where plant hire items are required and the items break down, no payment for the day will be made. Where the machine works part of a day due to break down, only the proportional work time will be paid, relative to the required 9-hour work time.
- When any item of plant is required to work for more than the required 9 hours only an additional proportional payment rate shall apply for the additional work time and paid for Weekdays, Saturday, Sunday, and Public holidays.

#### 4.15 ITEM 7: Movement of the Machine Package

- The basic fixed cost of the machines shall be part of the rate allowed for in the rate for item 2 for meters to be screened. This implies that the move cost shall therefore only allow for additional cost for a move if required.
- The additional move cost will be made per track kilometre for moving the machinery between depot and depot.
- No kilometre payment will be made when the machinery is hauled by Locomotive.
- Movement of the total screener package may be required to be undertaken on off-weekends, and the Contractor must make security arrangements and support staff for the move. Only the kilometre payment as per item 7 on the bill of quantities shall apply. No additional payment or overtime shall apply for these movements.

#### 4.16 ITEM 8: Water Truck

If Transnet provide water for ballast and no payment for this will be made Payment will be made as per item 8, if the contractor is providing water for dust suppression.



#### **4.17 ITEM 9: Spoil Wagons**

Payments will be made as per items 9 and will be paid only for the days that they were used to load and offload spoil. No additional payment for the offloading of spoil from Spoil wagons will be made when in transit (moving from one depot to another) No additional payment will also be made for offloading of spoil from DZ wagons used for spoil removal

#### **4.18 ITEM 10: Overtime for Spoil Wagons**

Overtime for spoil wagons: payments will be made as per the items 10 and will be paid when used to load and offload spoil, no overtime will be paid when in transit (moving from one depot to another).

#### **4.19 ITEM 11: Shift payment for Spoil Wagons**

Payments will be made as accordance to items 11 and will be paid when used to load and offload spoil. no overtime will be paid when in transit (moving from one depot to another).

NB: The quantities indicated in the Price List are estimated and not guaranteed to the contractor.



## C2.2 the price list

### **Machine Category:**

Ballast Screening Machine Service – General Freight Business and Heavy Haul Business

### **Work Package:**

Number of Machine Service Packages Required = 1

*NB\* The Employer reserves the right to reduce the number of Work Packages required prior to the award of contract.*

Item No	Description	Units	Qty	Rate	Amount
1,00	Establishment	Monthly	1.5		
<b>2,00</b>	<b>Screening of Open Track - excluding tunnels</b>				
2.1.1	Cut depth < 350 mm	m	10000		
2.1.2	350 mm cut depth to 450 mm	m	10000		
2.1.3	Cut depth > 450 mm	m	10000		
<b>2,20</b>	<b>Screening of Turnouts</b>				
2.2.1	1:9 Wood	ea	0		
2.2.2	1:12 Wood or concrete	ea	1		
<b>2,30</b>	<b>Tunnel Screening</b>	m	0		
<b>2,40</b>	<b>Platforms</b>				
2.4.1	Cut depth < 350 mm	m	0		
2.4.2	350 mm cut depth to 450 mm	m	0		
2.4.3	Cut depth > 450 mm	m	0		
<b>2,50</b>	<b>Bridges</b>				
2.5.1	Cut depth < 350 mm	m	50		
2.5.2	350 mm cut depth to 450 mm	m	50		
2.5.3	Cut depth > 450 mm	m	50		
<b>2,60</b>	<b>Drain cleaning gang (10 + transport) Provisional</b>	day	10		
2.6.1	Overtime, after hours and Sat	hour	50		
2.6.2	Overtime, Sundays and PPH	hour	50		
2.6.3	Shift Saturdays	hour	24		
2.6.4	Shift Sundays	hour	24		
2.6.5	Night Shift, between 18h00 and 06h00	hour	120		
<b>2,70</b>	<b>Supply of lighting at worksite</b>	hour	120		
<b>2,80</b>	<b>Working in wet conditions ( Tww )</b>	hour	50		
<b>2,90</b>	<b>Total Rejection</b>				
2.9.1	Cut depth < 350 mm	m	5000		
2.9.2	350 mm cut depth to 450 mm	m	5000		
2.9.3	Cut depth > 450 mm	m	5000		
<b>3a</b>	<b>OVERTIME - Total Screener Package (Provisional)</b>				
3.1a	Overtime outside Tom of 8 Hours per	hour	120		



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	day				
3.2a	Overtime ( Sat.in excess of 5 out 7 & 10 out 4 )	hour	80		
3.3a	Overtime ( Sun. & PPH in excess of 5 out 7 & 10 out 4 )	hour	80		
<b>4a</b>	<b>SHIFT - Total Screener Package (Provisional)</b>				
4.1a	Payment for Saturdays working 10 out of 14	hour	80		
4.2a	Sundays & PPH working 10 out of 14	hour	80		
4.3a	NIGHT SHIFT between 18h00 and 06h00	hour	120		
<b>3b</b>	<b>OVERTIME - Tamper Only (Provisional)</b>				
3.1b	Overtime outside Tom of 8 Hours per day	hour	50		
3.2b	Overtime (Sat.in excess of 5 out 7 & 10 out 4 )	hour	50		
3.3b	Overtime (Sun. & PPH in excess of 5 out 7 & 10 out 4 )	hour	50		
<b>4b</b>	<b>SHIFT - Tamper Only (Provisional)</b>				
4.1b	Payment for Saturdays working 10 out of 14	hour	50		
4.2b	Sundays & PPH working 10 out of 14	hour	50		
4.3b	NIGHT SHIFT between 18h00 and 06h00	hour	50		
<b>3c</b>	<b>OVERTIME - Travelling, total group operators (Provisional)</b>				
3.1c	Overtime outside Tom of 8 Hours per day	hour	50		
3.2c	Overtime (Sat.in excess of 5 out 7 & 10 out 4)	hour	50		
3.3c	Overtime (Sun. & PPH in excess of 5 out 7 & 10 out 4)	hour	50		
<b>4c</b>	<b>SHIFT Allowance - Travelling, total group operators (Provisional)</b>				
4.1c	Payment for Saturdays working 10 out of 14	hour	50		
4.2c	Sundays & PPH working 10 out of 14	hour	50		
4.3c	NIGHT SHIFT between 18h00 and 06h00	hour	50		
<b>5,00</b>	<b>DAY LABOUR (Provisional)</b>				
5,10	Labourer	days	240		
<b>6,00</b>	<b>Provisional Hire of TLB Machine (9hours per day)</b>				
6,10	TLB machine including operator (9h/day)	hour	250		
6.1.1	E/O Overtime	hour	50		



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6.1.2	E/O Overtime Sundays and PPH	hour	50		
6,20	Truck to transport additional labour	day	50		
<b>7,00</b>	<b>Moving machines - total package</b>	km	20		
<b>8,00</b>	<b>water truck</b>	day	10		
<b>Sub Total Part A</b>					
<b><u>Spoil wagons</u></b>					
<b>Item</b>	<b>Description</b>	<b>Units</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
<b>No.</b>					
<b>9,00</b>	<b>Machine Spoil wagons Hire</b>				
9,10	Spoil system incl off-loading (working with this contract)	day	10		
9,20	Spoil system incl off-loading (working other contract)	day	10		
9,30	Ventilation system for tunnels (including working with other cont.)	day	10		
<b>10,00</b>	<b>Overtime for Spoil System (Provisional)</b>				
10,10	Overtime outside Tom of 8 Hours per day	hour	40		
10,20	Overtime (Sat.in excess of 5 out 7 & 10 out 4)	hour	40		
10,30	Overtime (Sun. & PPH in excess of 5 out 7 & 10 out 4)	hour	40		
<b>11,00</b>	<b>Shift payment for Spoil System (Provisional)</b>				
11,10	SHIFT (Saturdays working 10 out of 14)	hour	50		
11,20	SHIFT (Sundays & PPH working 10 out of 14)	hour	50		
11,30	NIGHT SHIFT between 18h00 and 06h00	hour	120		
<b>Sub Total Part B</b>					
<b>Total Part A + B</b>					
<b>Total excluding VAT</b>					
<b>VAT</b>					
<b>GRAND TOTAL INCLUDING VAT</b>					

NB: The quantities indicated in the above Price List are estimated and not guaranteed to the contractor.

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Bidder's Signature



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## ***Part C 3.1***

### ***Service Information by the Employer***

#### ***Maintenance of Railway Track with Ballast Screener Normal Production: Open Line: Krugersdorp depot Required For a Period of 45 Days***



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## 1. DEFINITIONS

The following definitions shall apply in addition to those of any specifications attached.

- 1.1 **Final screened km:** Kilometre of track section finalised (i.e. ballast screening plus all other necessary activities to restore track to the A-Standard) to the *Employer's* required specification.
- 1.2 **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 *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.
- 1.3 **E7/1:** Specification for General Work and Works On, Over, Under, Or Adjacent to Railway Lines and Near High Voltage Equipment
- 1.4 **OEM** refers to the Original Equipment Manufacturer of the Machinery
- 1.5 **Ballast Screener:** Also referred to as the Machinery: All on-track machinery provided by the *Contractor* for executing the Work, i.e. the entire on-track machine package, complete with all fittings, accessories and all ancillary equipment, as may be required to comply with the Contract specifications.
- 1.6 **Service Manager.** The person or juristic person appointed by the *Employer* from time to time to administer the contract according to the NEC3 Term Services Contract (TSC3) and in terms of this contract.
- 1.7 **Supervisor.** Any person appointed by the *Employer* to to administer the performance and quality of the works according to the NEC3 Term Services Contract (TSC3) and in terms of this contract.
- 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 Supervisor will determine the starting times, which may vary to suit seasonal changes or train time tables.
- 1.9 **Maximum Occupation Time (TOM)** means the total occupation time granted by the *Employer* to the *Contractor* to execute the *services* as per the contract agreement.
- 1.10 **Working time.** The time between the actual start and end times of an occupation, excluding time on the critical path of the day's relay operations lost which may be attributed by the Employer.
- 1.11 **Overtime.** Means any time worked in excess of the hours of a normal working day and any time worked on Saturdays, Sundays and statutory public holidays in excess of 5 consecutive days out of 7-day period or in excess of 10 consecutive days out of 14-day period, all on the written instruction of, or as approved by the Service Manager.
- 1.12 **Normal Shift Working** (not exceeding Normal Working Hours): Shifts (8 hours) worked on Saturdays, Sunday, 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 **Double Shift Working:** A second shift of 8 hours within one particular 24 hour day. Double Shift Working may be used by the Employer as and when required.
- 1.15 **Occupation:** The formal closure of the line to normal rail traffic for a specified period of time arranged in



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accordance with Infrastructure Occupation Management System (IOMS) or any other system and implemented in accordance with the Protection Manual.

- 1.16 **Total Occupation Time (To):** shall be the total of the time from when the first on-track machine arrives on site until the last machine leaves the site. **Train Crossing Time (Tx):** means the time for the machine to wait for train crossings.
- 1.17 **Travelling Time (Tt):** means the time for the machine to travel on track between work site and the staging site (or vice-versa), or between work sites, or to clear the section.
- 1.18 **Movement Time (Tm):** Time allowed to move from one staging area to another when machine is required to move to new depot or area.
- 1.19 **Breakdown time (Tb):** means all periods during which any machine or any part of a machine is non-available.
- 1.20 **Standing Time (Ts):** means the loss of Working Time (Tw) incurred by the Contractor due to reasons attributed to the Employer.
- 1.21 **Shutdown:** Closure of a specific line, for example the Iron Ore line once a year for limited period of time (e.g. 10 days) to perform a large volume of work. Shutdowns on various lines may be to varying degrees i.e. it may range from total shutdown perhaps requiring Double Shift Working where all normal train traffic on a line is suspended for the duration of the shutdown to a situation utilizing extended occupations with normal train operation windows in between. Some Shutdowns will be partial in the sense that while work is performed on one line and on one section of the line, normal train operations will proceed on adjacent line/s and adjacent sections of the same line.
- 1.22 **Standing Time:** means the loss of Working Time (Tw) incurred by the Contractor due to reasons attributed to the Employer
- 1.23 **Standing Time Allowance** is the time that the Employer allows for unforeseen disruption in the Working Time. Standing Time Allowance should be included in the tendered rates.
- 1.24 **Emergency work** means unplanned work that may be requested by the Employer as and when an incident or risk arises. The Employer will make all the necessary arrangements to move the machine to and from the emergency work side.

## 2. DESCRIPTION OF THE WORKS

### 2.1. Overview

This contract includes the maintenance of existing railway track, with an On -Track Ballast Screening machine. The work shall consist of the provision of all on track machines required for screening of ballast and related output, the operation and maintenance of all equipment, the provision of all associated labour, supervision, road vehicles, ancillary tools and equipment, fuels, lubricants, spare parts and consumables and support required to achieve the output.

### 2.2. Machine Requirements

2.2.1. The minimum requirements for this ballast screening contract shall include:

- (A) **Normal Production Ballast Screener:** Normal/low production mechanised ballast screening machine fitted with dust suppression, plus a Ballast Regulator, 2 Heavy Ballast Tampers, and a Ballast Stabiliser, plus 5 self-discharging spoil wagons and a fan wagon for working in the tunnel.



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- 2.2.2. Ballast screening shall entail the screening of ballasted track on open track, tunnels, bridges and culverts, and adjacent to turnouts.
- 2.2.3. The Works include open track screening (including screening in wet conditions or total rejection of ballast): Screening of ballast in track using an on-track ballast screening machine capable of delivering at least the minimum screening rate as specified.
- 2.2.4. The ballast screener, tampers, regulators and stabilisers shall be able to operate completely independently and be self-propelled.
- 2.2.5. The ballast screener package will be required to work individually.
- 2.2.6. Resources offered in this screener package may be required to work separately should the Employer require. This implies that contracted tampers, regulators and stabilisers and self-discharging spoil wagons may work individually or separately from the ballast screener.
- 2.2.7. The following types of ballast screener capacity is required:

Machine and/or Type of Machine output required	Planned depot or area where machine is required to work	Estimated Workload: Number per one and half months*	Estimated Total Workload over 45 days*
(A) <b>Low production ballast screening machine</b> capable of screening ballast at a rate of 300 - 400 m <sup>3</sup> per hour	Krugersdorp depot	(A) Approximately 10 final track km/ 45 days	(A) Approximately 10 final track km over 45 days

\* Length of track to be screened is not guaranteed production, i.e. the above workload is estimated for tender purposes only and is therefore not guaranteed by Transnet.

- 2.2.8. Bidders may offer different machine combinations other than the minimum requirement to optimise the track occupation time. Track occupation time and technical capability shall however be an important consideration in the award of the contract. The rate of work i.e. rates of screening, regulating, tamping, stabilisation capability and rate of spoil removal are factors which shall be considered for the award of the contract. Any machine combination offered shall however meet the minimum requirements outlined above and shall have the capacity to work at rates defined above.
- 2.2.9. The machines are required to complete and finalise all ballast screening, including all ballast work, lifting/aligning, tamping and ballast stabilising i.e. all work associated with the ballast screening project in an 8 hour occupation.
- 2.2.10. The Contractor shall give clear details of production rates (in m<sup>3</sup> per hour) offered in his tender referenced to all factors e.g. track curvature, gradient, length of occupation time, weather (raining, cold and hot), rail temperature, ballast fouling, tunnels, platform and level crossing that might have an influence on his production rates.
- 2.2.11. Any factors that affect the Machinery's production shall be made known. These factors should be coupled by a scientific rationale/formula and values. Production rates for these factors should be supplied as well.
- 2.2.12. All machines shall be designed and able to work under the following conditions:



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- All on-track machines shall fit within the vehicle gauge given in Annexure 2 of the Manual for Track Maintenance. Should any Machinery exceed the vehicle gauge in any respect, this shall be clearly indicated by the Tenderer by means of suitable drawings.
- Travel and work within the structure gauge given in Annexure 1 of the Manual for Track Maintenance, including open lines, lines in tunnels and along platforms.
- Track gauge: 1065 mm.
- The Equipment shall be limited to a maximum of 22 tonnes per axle when fully loaded for high production ballast screening machines, and a maximum of 20 tonnes per axle when fully loaded for low production ballast screening machines.
- Single lines or multiple lines with a minimum distance between track centre lines of 3,8m.
- Meet or exceed the minimum specified production rates while working self-propelled on uphill track gradient of 1 in 50, or flatter
- All on-track machines shall be capable of travelling self-propelled on a maximum uphill track gradient of 1 in 40
- All on-track machines shall be capable of travelling self-propelled on curves of minimum radius of 90 m
- All on-track machines shall be self-propelled and be capable of travelling free on level track at a minimum speed of 60 km/h
- Work during ballast screening on curves of a minimum radius of 125m for low production ballast screening machines.
- Work on rail sizes from 40 kg/m to 60 kg/m (inclusive)
- Work on all types of sleepers in track: steel, wood or monolithic concrete
- Sleeper spacing of 500 mm to 800 mm.
- Work site altitude range: 0 to 2000m above sea level.
- Work within rail temperature range: -10°C to + 60°C.
- All machines shall have power service brakes with independent operation to each axle capable of providing a minimum retardation on dry rail of 12.5% of gravitational acceleration at travelling speed.
- All machines shall be equipped with emergency brakes which function independent of the service brakes and which shall operate on at least one wheel-set and be capable of providing a minimum retardation on dry rail of 6.5% of gravitational acceleration at travelling speed.
- All machines shall be able to reliably and consistently actuate all colour light signals working on the principle of either track circuits or axle counters.
- All machines shall have an adequate lighting system for operation at night and working in the tunnel.
- All machines shall be fitted with two electric headlamps of at least 100W each and two red warning lights at each end of each machine.
- All machines must be fitted with tracking devise to be able to locate the machine when in movement from one depot to another.
- Bidders must provide the critical spares list and must always be available on site to minimise the turnaround time to Repair the breakdowns.
- The Screener machine must be fitted with dust suppression.
- Bidders must provide the critical spares list and must always be available on site to minimise the turnaround time to Repair the breakdowns.

2.2.13. The contract shall include the provision of, and management of a suitable number of basic crew of qualified operators and *Supervisors* as well as all skilled and unskilled labour to operate the machine safely in line with tendered production rates and within available occupation times. The Contractor must provide two shift crews/staff where it is required to work double shift (night and day).

2.2.14. Spoil removal is required for this ballast screening contract. Screening therefore includes the requirement for spoil removal by self-discharging spoil wagons. Spoil removal shall be done by one of the following means:

- a) A High spoil removal rate is required for those sections of line where the screening may be severely restricted because of the requirement to remove all spoil. No spoil may be dumped directly next to the track on any *TFR* line unless approved by the Supervisor. Spoiling next to the track may only be done



temporarily on the condition that the spoil is moved by the Contractor to a designated spoil *Site* within 72 hours. This will apply Countrywide.

- b) Bidders shall clearly indicate capability and capacity offered together with all the rates of spoil disposal, labour and machine work required to support spoil disposal. The spoil removal restriction on potential screening output will be considered for the award of the contracts.
- c) *TFR* workload shall also require splitting spoil removal wagons to work with separate screeners where this is required and possible. Bidders shall therefore also clearly indicate capacity to split spoil wagons and qualify any requirements such as additional match or runner wagons.
- d) Bidders shall also clearly indicate the traction requirements for the spoil removal system.

### 2.3. Location of the Works

- 2.3.1. The contract area will be all track owned, or maintained, by Transnet Freight Rail in Krugersdorp depo,
- 2.3.2. 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 Contractor must provide their armed security personnel for both the camp site and the work site.
- 2.3.3. TFR will make available to the *Contractor* lines where the machine may be commissioned and tested. Work done during the commissioning or testing period is not eligible for payment under the Contract unless provided the standards as per Contract specification are met.

### 2.4. Commencement and Duration of Contract

- 2.4.1. The commencement date will only be finalised after acceptance of tenders. The Contract will therefore commence on the date stipulated in the acceptance letter. The Contractor shall be able to commence with the service or to start operations 7 days from the award of Business/Contract.
- 2.4.2. 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.
- 2.4.3. The duration of this screener contract is 45 days. 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 45 days. The Contractor shall Supply, Operate and Maintain the machine.
- 2.4.4. The Contract can be terminated by mutual agreement should technical or safety problems become evident during the execution of the works.

## 3. PROCUREMENT

### 3.1. Subcontracting

No part of the contract may be sub-contracted in any way without written approval from *Transnet Freight Rail (TFR)*.



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## 4. ENGINEERING

### 4.1. Design Procedures

- 4.1.1. It is a specific requirement of this Contract that all wagons for use with the machine, including any modifications, shall be pre-approved at the design stage by TFR Train Design Department.
- 4.1.2. During commissioning and before putting any wagons into service, these shall be finally approved by TFR Train Design Department as being "Rail Worthy".
- 4.1.3. It is also a specific requirement that all wagons for use with the machine, including any modifications, shall comply with the requirements of the Rail Safety Regulator (RSR).
- 4.1.4. The *Employer* will test all on-track machines regularly for rail-worthiness before being permitted onto operational tracks. The *Employer's* approval in this regard shall under no circumstances mean to imply that the *Contractor* is released from his liability and/or responsibility for ensuring that all machinery is operationally safe and rail-worthy. The *Contractor* shall remain ultimately responsible for the safety and condition of his machines and equipment. These tests will include:
- Regular testing of braking efficiency. The minimum required braking is measured by Tarpley meter, for the service and emergency brakes respectively. Brake testing shall also include for checking for pressure loss on brake cylinders and circuits, wear and setting of brake shoes;
  - Maximum wheel-tread and rim wear, distance between wheel-flanges and ultrasonic testing for flaws in running axles all measured for compliance with the standards of the Employer;
  - Speedometer, sirens, drawbars and mechanical locks on hydraulic components to function properly.
- 4.1.5. Should a joint inspection of the Machinery by representatives of the *Employer* and the *Contractor* reveal that any on-track machine or wagon is not in a safe working condition, the Service Manager may order the temporary withdrawal of the machine from the service.

## 5. CONSTRUCTION

### 5.1. Works Specifications

The following additional specifications shall apply:

- TFR Trains Working Rules
- TFR Protection Manual
- TFR Electrical Safety Instructions
- TFR Infrastructure Safety Guidelines.
- TFR S410 Specification for Earthworks
- E10: Specification for Railway Trackwork.
- E10/1: Specification for laying of rails.
- E10/2: Laying of sleepers.
- E10/4: Ballasting and tamping.
- E10/5: Destressing of rails.
- E10/6: Building and Replacement of sets.
- E10/7: Field welding of rail joints.
- E10/9: Slewing and Alignment.
- E10/11: Surveying and setting out of track alignment and referencing.
- E10/12: Installation of insulated rail joints
- E4B (November 1996): Minimum Communal Health Requirements in areas outside the jurisdiction of Local Authority
- E4E SHE Specification for Contractors
- Addendum No 1 to Specification E7/1 (May 2011)



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- Specification E7/1 (May 2011): Specification for works on, over, under or adjacent to railway lines and near high voltage
- Manual for Track Maintenance
- Track Welding Manual
- SANS 1921-1-2004 Part 1

## 5.2. Plant and Materials

- 5.2.1. The *Employer* will make available to the *Contractor* on specific request a limited number of rail freight wagons for transporting his Plant, Equipment and Materials from the Employer's Infrastructure Depot to Infrastructure Depot during execution of the work.
- 5.2.2. These wagons will be moved "free on rail" together with the relevant on-track machines in accordance with the requirements and processes applicable to normal train traffic.
- 5.2.3. The *Contractor* shall specify how many wagons and what type does he want for the usage of moving his Machinery and equipment as well for accommodating his employees during the course of the contract. The *Contractor* to return the *Employer* wagons at the end of the contracting period. These shall be in the similar condition as when the *Employer* gave them away to the *Contractor*.
- 5.2.4. Arrival of these wagons at destinations during movement from depot to depot on *Employer's* network could be problematic and erratic in terms of predictability and no claims regarding delays or standing time resulting from the use of these wagons will be entertained by the *Employer*.
- 5.2.5. The *Contractor* will be allowed to effect modifications to these trucks to suit his requirements for work under the contract. Such modifications will be the *Contractor's* responsibility and for the *Contractors* account.
- 5.2.6. The *Contractor*, at his own cost shall have the trucks re-instated to their original condition and shall remove the modifications at the end of the contract.
- 5.2.7. Before the *Contractor* commences to carry out any alterations to the trucks, he shall provide the *Service Manager* with sufficient information of the alterations to enable him to approve that dimensional and structural tolerance will not be exceeded.
- 5.2.8. The *Contractor* shall clearly state in his tender the types and number of rail trucks required for the contract as well as the modifications he intend doing to the rail trucks
- 5.2.9. The Employer shall supply and control all flags and detonators for protection of the work sites.
- 5.2.10. The Employer will supply all permanent way materials required for the execution of the works. Materials will be provided in railway wagons.
- 5.2.11. The following items of Plant will be provided on loan for the duration of the Contract at no cost to the Contractor:
- One set of locomotives will be allocated for shunting and for movement purposes. It will be advantageous should the process be able to move by itself without assistance of locomotives.
  - The locomotive set will be available (inclusive of fuel and driver crews and shunt crew) for the duration of the shunting work required.



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- 5.2.12. Care of Plant Supplied by the *Employer*: The *Contractor* may have full use of the rail trucks associated with this contract, provided that he adheres to the structural, mechanical and safety limitations laid down by the Project Manager. The *Contractor* shall take all reasonable care to prevent damage to Plant supplied by the *Employer*. Any damage through neglect shall be made good, in accordance with the instructions of the *Supervisor*, to the cost of the *Contractor*.
- 5.2.13. Care of material Supplied by the *Employer*: Should lost or damaged material be replaced by the *Employer*, the value of the material plus the cost of transport, including re-railing at the normal tariffs applicable to the public, will be deducted from any moneys payable to the *Contractor*.

### 5.3. Construction Equipment

The Contractor shall in addition to what is stipulated in Maintenance of Track with On Track Machinery, provide the following additional facilities and support for a screening project:

- 5.3.1. The Contractor shall provide lighting to all workplaces in tunnels and other work places where work is to be taking place during the hours between 18:00 and 06:00. Transnet Freight Rail will notify the Contractor one-month prior of lighting arrangements to be made. The lighting shall be of intensity and spread to satisfy the Supervisor that work can proceed efficiently and safely.
- 5.3.2. All tools/equipment, perway, small plant, earthworks plant, cranes, lifting equipment and vehicles of every description necessary for the execution of the works shall be supplied by the Contractor complete with fuel, spares, maintenance, competent operators and legally compliant with all applicable safety legislation. All ancillary and associated equipment together with all transport, accommodations, fuel, lubricants, spare parts for maintenance and repairs and consumables and any other resources necessary for the complete and effective and safe functioning of all Machinery shall be included in this contract to consistently and sustainably operate the machine safely in line with tendered production rates and within available occupation times.
- 5.3.3. The Contractor shall supply all wagons that are considered to be being part of a work train and essential for the execution of the contract. Examples of such wagons:
- Wagons forming part of the basic machine such as spoil removal wagons or material wagons as part of the machine process and a fan wagon to work inside the tunnel.
  - Match wagon with Spoil removal wagons
  - Wagons to move support machines with e.g. Wagon to load tampers for moves with screener package
  - Wagons for Water/fuel tanks (water tankers not included)
  - Any other critically required wagon specifically being part of a machine package. (Tenderers to clearly specify what wagon and for what critical process used as well as consequence if wagon is not available.)
- 5.3.4. The Contractor shall supply all wagons that may be critically important for the execution of the contract but can be replaced by road transport. Any such wagons, if provided or allowed as part of the contract, shall under all circumstances be limited to a number, together with the essential wagons of the work group, which can be hauled as one train by one 37 class diesel locomotive or equivalent loco when moving camp. Examples of such wagons are:
- Fuel bowser wagon.
  - Storage wagons for machine parts such as screener cutter bar, and parts of large contracts.
  - Wagon or caboose for guards with train to ensure security of machine group when moving, stopping and when staged.
  - Any other critically required wagon specifically being part of a machine package. (Bidders to clearly specify what wagon and for what critical process used as well as consequence if wagon is not available.)



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- 5.3.5. Should Transnet Freight Rail require any ballast tamper or regulator or stabiliser for other work (eg. emergency work), arrangements for payment will be made by utilising the relevant item in the schedule of prices of this contract relevant to each individual machine.

#### 5.4. Existing Services

- 5.4.1. The *Contractor* shall take note of all OHTE equipment, red and other electrical bonds on the work Site and shall not interfere, damage or work on them unless under direct supervision of a designated and competent Transnet Freight Rail (TFR) Electrical Officer. The Contractor must have a team to assist in disconnecting and connecting mast to rail bonds.
- 5.4.2. The *Contractor* shall take note of all signalling equipment on the work Site e.g. signals, signal cables, block joints, signal bonds, axle counters, hotbox detectors etc and shall not interfere, damage or work on them unless under direct supervision of designated and competent Transnet Freight Rail (TFR) signal technicians.
- 5.4.3. All bonds shall be supplied by the *Employer*, but the *Contractor* has to install bonds under supervision of the *Employer*. The *Contractor* shall have the necessary tools to install the bonds. The Contractor shall be aware that where maintenance of the signalling and electrical equipment machines or assets change, he shall keep up with the latest technologies.
- 5.4.4. Before doing excavation work anywhere on a work site the *Contractor* shall be sure to consult on the presence of existing electrical/signal/telecom cables, water pipes or other services with the *Employer's* Maintenance Manager (Track). Only on his specific and written authorization shall any excavation work be carried out.
- 5.4.5. In the event of contact or damage to any overhead or underground cable on the work Site, work shall be stopped and the work Site evacuated. The Electrical Officer Contracts shall be notified immediately. Only subject to him or other competent Transnet Freight Rail (TFR) Electrical Officer certifying the work Site safe, shall work be allowed to proceed again.
- 5.4.6. Where existing water supply is available within the railway reserve and is deemed sufficient by the *Employer's* Depot Engineering Manager to also supply the construction process, this supply may be made available to the *Contractor* for use in the construction process. If not allowed by the *Employer's* Depot Engineering Manager or where not available the *Contractor* shall make his own arrangements to obtain suitable supplies.
- 5.4.7. It is the responsibility of the *Contractor* to provide water to his staff and machine. It shall be noted that it is not the responsibility of the *Employer* to stage the machines in areas where water is available; it will be an advantage if such places are available but it is not a requirement.

#### 5.5. Site Access

- 5.5.1. All *Contractor's* personnel shall be inducted before any works commence. Site access certificates will only be issued after all inductions have taken place.
- 5.5.2. Site access will be denied to the *Contractor* should the site access certificate not be issued.



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## 5.6. Site Establishment

- 5.6.1. Subject only to the discretion of the Depot Engineering Manager responsible for the area, yard lines within the railway reserve may be made available to the *Contractor* for staging the wagons making up the consist of the machine.
- 5.6.2. Subject only to the discretion of the *Employer's* Depot Engineering Manager, areas within the railway reserve may be made available to the *Contractor* for accommodation, offices/workshops or stores. Where not allowed, the *Contractor* shall make his own arrangements elsewhere, at the expense of the *Contractor*.
- 5.6.3. If the *Contractor* is allowed by the *Employer's* Depot Engineering Manager to utilize areas within railway reserve for his purposes of whatever nature, it shall be noted that normally electrical, water supply and sanitation will not be available. The *Contractor* shall be required to make his own provisions for electrical, water supply and sanitation. Additionally, the *Contractor* shall comply with Environmental Health and Safety legislation when utilizing areas within railway reserve. On vacating the site, the site shall be cleared up and re-instated to the acceptance of the *Employer's* Depot Engineering Manager.
- 5.6.4. Security of the *Contractor's* property, equipment, materials, vehicles and workforce shall at all times during the course of the contract be his sole responsibility. No claims will be entertained by Transnet Freight Rail (TFR) in this regard.
- 5.6.5. The *Contractor* shall be required for each work Site to have available for his work force suitable sanitation and ablution facilities in accordance with the Act 85 Regulations.
- 5.6.6. On some lines or for some yards of *Transnet Freight Rail (TFR)*, the *Contractor's* staff will be required to obtain security permits from *Transnet Freight Rail (TFR)* before being allowed to work there. These permits will be issued free of charge.
- 5.6.7. The *Contractor* shall note that not all the sites will be accessible via a service road in some instances. The *Contractor* shall have a plan to make the sites accessible to him/her in order to do the work at his own cost.

## 6. MANAGEMENT

### 6.1. Planning

- 6.1.1. Monthly Project Meetings will be conducted to monitor progress and discuss contractual issues. These meetings shall be attended by *Contractor*, Supervisor and the Service Manager. A register will be kept of attendance and a minute of the proceedings will be recorded and distributed afterwards.
- 6.1.2. A concise maintenance programme showing the *Contractor's* planned programme for the following month and the order in which he intends to execute the daily screening operations shall be provided by the *Contractor* based on the work area required by *Transnet Freight Rail*. The detail program will be agreed upon between the *Supervisor* and the *Contractor*.
- 6.1.3. TFR will provide the plan of work sites to be covered. Furthermore, it is a specific requirement of this contract that the *Contractor* pre-plan the production of each month ahead. Monthly production shall be pre-planned directly with the *Supervisor* and be conducted on-site.
- 6.1.4. The *Contractor* is required to do inspection of each work site and must bring his/her own team of personnel to assist to box out (dig) ballast prior to the project and starting and when task orders are issued to execute appropriate preparation for the work focused on ensuring maximum production during occupation time by minimizing delays. Any issues requiring the *Employer's* inputs to avoid delays during the occupation time shall be brought timeously to the attention of the Supervisor. This include amongst other things volume of ballast in track, gradient, radius, length of track segments, level crossings,



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negative returns, tunnels. The Contractor and Supervisor shall do all the required measurements of the above mentioned and draw up programme to meet the planned targets.

- 6.1.5. All sections requiring screening are to be fully evaluated/inspected (by *Supervisor* or representative and the *Contractor*) in terms of estimating screening requirements and costs, including drain cleaning, ballast required, spoil conveyors etc. Information such as fouling indices, ballast depth, spoil *Sites* etc. may be provided by the depot if already available.
- 6.1.6. When screening around or over cross-over's in double track, a proposed flow chart detailing all activities for screening and finalising of cross-over's (when applicable) is also to be handed to the *Supervisor* for discussion at this meeting.
- 6.1.7. Sections of bad drainage are to be identified. Where cleaning of drains are required before screening, the *Contractor* shall agree on work to be done with the *Supervisor* beforehand and arrange for this work to be done in one of the following ways :
- As part of the actual screening, during the screening process, with spoil from drain placed on the formation, or
  - Before screening to allow formation time to dry out, with spoil placed on the formation; or
  - By separate means such as earthmoving and/or drain cleaning equipment, or drain cleaning gangs.
- 6.1.8. All restricted screening sections where an anticipated production rate of less than that specified, per day of tendered Tw, is expected, shall be identified. The conditions not allowing the required production rate shall be recorded and the target shall be agreed by both the *Supervisor* and the *Contractor*.
- 6.1.9. An ongoing report is to be provided on the screen sizes and the effect on the required level of ballast quality.
- 6.1.10. The maximising of the use of the spoil conveyors on *Site* and the economic viability of the recovery of ballast shall also be continually considered and be discussed with the *Supervisor*.
- 6.1.11. The logistics surrounding the maximising of the use of new ballast supplied shall be discussed.

## 6.2. Site Records

- 6.2.1. A *Site* Instruction Book with triplicate pages shall be provided by the *Contractor*. The format for written communication on *Site* shall be the *Site* Instruction Book. A new page shall be used for each *Site* Instruction. *Site* Instructions shall be deemed to have been noted by the other party at the end of each work day. For this purpose the *Site* Instruction Book shall be checked and new *Site* Instructions signed-off by both *Transnet Freight Rail (TFR)* and the *Contractor* at the end of each work day.
- 6.2.2. A *Site* Diary with triplicate pages shall be provided by the *Contractor* and be available on site at all times. The number of staff and plant on site for every day shall be recorded. The hours of actual work and the accurate amount of work measured per item as in the Schedule of Quantities completed for each day shall also be recorded and signed off by both by the *Employer* and the *Contractor* at the end of each day. The *Contractor* shall record following in the *Site* diary:
- Occupation and Working time
  - Details of performance of the machines as well as the final length of track screened per day per track category (Track categories as in the Schedule of quantities and prices).
  - An accurate recording of all material received or purchased.
  - Details of plant, machinery and labour on *Site*, clearly indicating the staff used to perform various different functions.
  - Minutes of the *Site* meetings.
  - The *Site* diary shall be signed on a daily basis by both parties.
  - Information shall be reported as per the daily report, emailed electronically including train crossing numbers and minutes delayed, the following day before 08h30.



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- 6.2.3. The information in the Site Diary shall be identical to the report generated by the machine. The Employer shall provide a template and it shall be the source document for monthly payment certificates.
- 6.2.4. The daily report e.g. travel to site, cut in, screening, cut out, finalizing and travel return to staging sites times as well as production figures shall always be recorded and submitted to the Supervisor and Service Manager daily every morning for the previous day's occupation by email at 08:00.
- 6.2.5. A *Transnet Freight Rail (TFR)* Track Inspector shall on completion of each project inspect and measure for purposes of verifying quality for payment purposes. A formal handing over of the completed project shall be signed off by the Depot *Supervisor*, for the project to be eligible for payment.

### 6.3. Occupations

- 6.3.1. Although not guaranteed, the *Employer* will realistically arrange occupations according to the approved programme of typically 8 hours for any one occupation.
- 6.3.2. It may be possible to arrange extended occupations and even double shifts on some sections of the line, on certain days, during which the ballast screener and all other machines may remain in the section. It is a strict requirement for the ballast screener and all other machines to work double shifts as and when required by the *Employer*, therefore the *Contractor* shall allow in his rates for double shift working during shutdowns or during normal occupations as and when required. In these cases occupation time will be calculated as the total period that all or any of the on-track machines actually worked.
- 6.3.3. Travel time from the staging site to the work site and back to staging site will be included in the Occupation Time (To).
- 6.3.4. During the occupation the line will be closed to normal rail traffic over the section on which the *Contractor* is working. Protection of the site shall be as per the protection manual under direct control and supervision of the *Employer* Platelayer/Track Inspector.
- 6.3.5. The *Contractor* shall control and be responsible for the movements of all plant including that of the *Employer*, within the confines of the area of the occupation of the loading and off-loading operation and during its duration. At all times, the movement of plant will be undertaken as laid down by the *Supervisor*.
- 6.3.6. The *Contractor* shall however allow that:
- Before midday during any shift the commencement time and duration of the following occupation will be advised in writing.
  - Occupations may commence at any hour of the day or night and on any day of the week. The *Employer* requires that all the on-track machines may work double shifts and therefore the *Contractor* is expected to price his tender based on similar requirement. The double shift will be paid against the tendered items.
- 6.3.7. Any adjacent track will run normal train services at normal section speed. The *Contractor* will be required to apply his Safety Procedure in order to safeguard his employees against the danger of normal rail traffic passing close by on the adjacent line.
- 6.3.8. Occupations shall be called for on any day of the week or month of the year. The *Contract* shall allow in his tender for the normal builder's break from middle December to 2nd week in January every year with the specific provision that in the case of an emergency the process may be called from leave during the builder's break to do ballast screening.
- 6.3.9. The *Contractor's* Track Master/Track Inspector shall take full charge of the *Contractor's* resources on the work *Site*. An employee/agent appointed by the *Contractor*, will not act as, or be allowed to take on any responsibility of *TFR Track Master/ Track Inspector*. The function of the *TFR Track Master/ Track Inspector* is restricted to competent *Transnet Freight Rail (TFR)* employees only



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6.3.10. The *TFR Track Master/ Track Inspector* shall be a competent *Transnet Freight Rail (TFR)* employee, reporting to the *Transnet Freight Rail (TFR)* Depot Engineering Manager. This *TFR Track Master/ Track Inspector* 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
- Cancelling the occupation and recalling the flagmen
- Communication with train traffic control with regard to occupation matters.
- The issue and control of all flags and detonators

6.3.11. All on-track machines shall be required to work on the finalising day to meet the target. The Contractor shall have a relief crew to carry on finalising and moving the machines to their staging points. The relief crew shall be deemed to be included in the tendered rates; no separate payment shall be submitted by the Contractor.

6.3.12. The *Contractor* shall provide a cell phone to the worksite for the exclusive use of Transnet Freight Rail (TFR) for logistical and operational arrangements.



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#### 6.4. Protection

- 6.4.1. The method of work shall be such that work may proceed either under "total occupation" or "between trains occupation" and shall at all times comply with *Transnet Freight Rail (TFR) Specification E7/1*.
- 6.4.2. Normal protection measures in accordance with the *Transnet Freight Rail (TFR) Train Working Rules* shall apply.
- 6.4.3. All protection arrangements shall at all times remain under the supervision and responsibility of a *Transnet Freight Rail (TFR) Track Master/ Track Inspector*.
- 6.4.4. The *Contractor* shall supply at least two flagmen per work *Site* for protection duties. The cost for these flagmen will be deemed included in the rates tendered and no separate payment shall be made.
- 6.4.5. The *Contractor* will be required to supply six of his employees to be trained and certificated in performance of protection duties. The *Contractor* shall appoint at each work *Site* a person whose sole task shall be to be on the lookout for approaching rail traffic. This employee shall operate an audible warning device to timeously warn all people on the work *Site* of approaching rail traffic.
- 6.4.6. The *Contractor* shall not allow any persons on the work *Site* to venture within the structure gauge when this warning procedure is not operating effectively.
- 6.4.7. The warning device shall be such that its sound can be clearly and effectively heard above the noise on the work *Site* by all personnel within a radius of 100m around the centre of each work *Site*. The cost to the *Contractor* of providing the lookout as well as the warning device shall be deemed to be included in the rates tendered and no separate payment shall be made.
- 6.4.8. An effective safety procedure to be followed by all personnel on any work *Site* in the case of approaching rail traffic on adjacent lines shall be compiled by the *Contractor* and implemented before any work commences. This procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a *works Site* before work proceeds.
- 6.4.9. *Transnet Freight Rail (TFR)* shall make available a Track Master to be in charge of the protection arrangements on *Site* and to declare the track safe for the passage of trains during the work and on completion of work. He may use flagmen provided either by *Transnet Freight Rail (TFR)* or the *Contractor*.

#### 6.5. Machine Movement

- 6.5.1. A free on rail facility will be made available to the *Contractor* for the conveyance of plant, equipment or material of the *Contractor*. This will apply to *Contractor's* items coupled to a train or loaded onto railway trucks. This arrangement will be valid for the duration of the Contract and apply to all items for use under the contract.
- 6.5.2. The *Contractor* may make use of this facility for transport from the *Contractor's* workshop or depot to the area of operation or vice versa, or from one area of operation to another, or, in the case of plant imported specifically for use on this contract, from the port of off-loading to the work-site. Prior approval for the movement of any machines shall be obtained from the *Service Manager* in writing.
- 6.5.3. The initial move of the Machinery from the *Contractor's* premises to the first RTD as well as the final move on completion of the contract from the last RTD back to the *Contractor's* premises shall not be paid for. A free on rail facility will however be available for this purpose.
- 6.5.4. Should the *Contractor* elect to transport any Machinery and equipment by road the *Contractor* shall not be entitled to separate payment. The cost of such road transport shall be deemed to be included in the rates tendered
- 6.5.5. The *Contractor* will make all the arrangements directly with the National Command Centre (NCC) to move



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the Machinery by rail based on the programme agreed with the *Service Manager*. Movements inside a depot area will be arranged by the *Supervisor* for the particular depot. Each application shall reflect all relevant and specific details of special conditions for the handling of the machine consist by *TFR* during each move. It is the responsibility of the *Contractor* to make sure that his machines are shunted and prepared for movement.

- 6.5.6. When required for productivity reasons, it will be necessary to move machines over an off-period. The *Contractor* will then be required to arrange for security and supervision to have the machines moved by rail over this off-period. The *Contractor* will be required as part of his tender to have an additional team available to facilitate the movement of the machines during the off-periods. No overtime or additional move cost shall apply for such a move.
- 6.5.7. Included in the application for the move the *Contractor* shall provide name, identity number and grade of all employees travelling on the train. Specific details shall be given separately of the person in charge as well as staff required, to travel on machines.
- 6.5.8. Should the *Contractor* delay a move, the full occupation times thus not utilised will be counted as working time for the purpose of calculating required production.
- 6.5.9. Should *TFR* delay a move of the Machinery from one Depot to the next by not starting the move on the scheduled day, no payment of standing time shall apply.
- 6.5.10. The distance of moving the machine from the *Contractor's* premises at the commencement date to the first Depot will not be paid for, although the free on rail facility will be available to the *Contractor*.
- 6.5.11. The distance of moving the machine from the last Depot to the *Contractor's* premises on completion of the Contract will not be paid for, although the free on rail facility will be available to the *Contractor*.

## 6.6. Stoppages

- 6.6.1. Temporary stoppage, which may result from a non-continuous flow of the work, as and when required and shall be allowed for in the tendered rate.
- 6.6.2. *TFR* will advise the *Contractor* of any temporary stoppage in the work, 30 days' notice will be given of such an impending stoppage. Thirty days (30 days) notice will also be given to commence work when the Machinery was standing due to a temporary stoppage.
- 6.6.3. No Payment for De-establishing from *Site* when temporary stoppage begin as well as Re-establishment on commencing of the work after a temporary stoppage will be made.
- 6.6.4. The *Contractor* shall allow that weather conditions may adversely affect his rate of progress and plan his progress as well as plant and labour capacity accordingly.
- 6.6.5. Should rain or snow falling during the period of occupation, make it impossible for the *Contractor* to make use of such occupation no claims for Standing Time will be entertained by *TFR*.
- 6.6.6. The *Contractor* shall not claim any Standing Time against *Employer* for any force majeure and no penalties shall be imposed by the *Employer* to the *Contractor* for the same

## 6.7. Level Crossings and Obstacles

- 6.7.1. Concrete blocks and ballasted level crossings shall be opened and prepared by the Contractor prior to the occupation starting to ensure maximum production during work across the level crossing. Bitumen/tar level crossings are to be opened and repaired by the Employer's depot staff.
- 6.7.2. Arrangements with the road authorities for temporary closure of the level crossing shall be the Employer's Depot Engineering Manager/ Depot Engineer responsibility but shall be done according to



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and with the timeous direct inputs from the *Contractor*. For purpose of calculating the productivity factor, work across level crossings shall be expected to comply with the minimum production rate requirements.

- 6.7.3. When hidden obstacles e.g. pieces of rail, concrete, large rocks or other large foreign objects are encountered in the ballast during the work process the actual time taken to normalize the situation and return to normal production shall be recorded and for purposes of calculating productivity, the time shall be converted to the theoretical production that would have been possible in that time should normal production rate have been possible. The same shall apply to when rail breaks occur.

## 6.8. Recording of Activity Times

- 6.8.1. The mutually agreed time the machine shall be available at its staging point, shall be the start of the occupation time ( $T_o$ ) for the task order, therefore arriving late shall be deemed as breakdown time ( $T_b$ ).
- 6.8.2. During the work activity the productivity, availability and utilization of the machine shall be recorded.
- 6.8.3. The time shall continuously be recorded for all work performed. The following types of time activity shall continuously be recorded so as to clearly define what time is available for working.

$T_o$  = Total Occupation time for the day.

$T_s$  = Standing time because of *Employer* reasons, not related to any fault of the *Contractor*.

$T_x$  = Standing time due to Train crossing time

$T_t$  = Travel time from staging site to work site and back to staging site or to clear the section.

$T_m$  = Time allowed to move from one staging area to another when machine is required to move to new depot or area.

$T_p$  = Time required to for preparation of track to allow working. (Only preparation that is purely related to machine on site that could not be phased apart from machine can be recorded for this purpose. This item may not be used for any problem related to the machine or staff inefficiency)

$T_b$  = Breakdown of machine

Daily production report shall be e-mailed to the *Service Manager* at 08:00 am in the morning of the next day after each shift, and shall be in excel format.

$T_w$  = Working time (As specified below)

- 6.8.4. Monitoring of machine availability will be calculated as: Availability (A) =  $\frac{T_o - T_b}{T_o}$

- 6.8.5. Monitoring of machine utilization will be calculated as: Utilization (U) =  $\frac{T_w}{T_o}$

- 6.8.6. A productivity factor, P shall be calculated every month to continuously monitor whether the machine consistently produces at the rates of production tendered.

Monitoring of machine productivity will be calculated as: Productivity (P) =  $\frac{AR}{TR}$

AR = Actual Rate (screened metres/hour)

TR = Tendered Rate (screened metres/hour)

The productivity factor will always be limited to a factor of 1.

6.8.7. The tendered nominal production rate in screened metres/hour shall be maintained over a calendar month.

## 6.9. Quality

6.9.1. Standards for acceptance of track shall be in accordance with the Manual for Track Maintenance:

6.9.1.1. "S<sub>c</sub>" Means the minimum track standard to allow the track to be opened to traffic under a speed restriction of at least 30km/h, when a track stabiliser is not used.

6.9.1.2. "S<sub>f</sub>" Means the standards, to which the track shall be finally handed-over after full completion of the *works*, when a track stabiliser is not used.

6.9.1.3. "S<sub>a</sub>" Means the A-standard to which the track shall be finally handed over after full completion of the *works*, when a track stabiliser is used.

6.9.1.4. Inspections for acceptance of the track when a dynamic track stabiliser is not used will take place as follows: Before the end of the occupation for S<sub>c</sub> and again after a 72-hour period of train traffic for S<sub>f</sub>.

6.9.1.5. The *Contractor* shall maintain the track on which he has worked, between inspections for S<sub>c</sub> and S<sub>f</sub>, to a standard not lower than S<sub>c</sub>.

6.9.1.6. Inspections for acceptance of the track when a dynamic track stabiliser is used, will take place as follows:

- Before the end of the occupation and again after a 72-hour period of train traffic for S<sub>a</sub>.
- The Contractor shall maintain the track on which he has worked, between inspections for S<sub>c</sub> and S<sub>f</sub>, to a standard not lower than S<sub>c</sub>.

6.9.1.7. All track work shall be completed to comply with the A-standard. Should the Contractor observe conditions which may prohibit him from completing a project to the A-standard then he shall bring this timeously to the attention of the Supervisor prior to starting work on a specific project, unless the Supervisor is prepared to make a concession the A-standard shall still apply and the Contractor may then refuse to continue with the specific project if he deems it impossible to achieve the A-standard on final quality

## 6.9.2. Vertical Alignment

6.9.2.1. The final elevation of the track shall not exceed the existing by more than 10mm except if otherwise directed by the Supervisor.

6.9.2.2. The rate of deviation of the running top of any rail from a straight line between any two points not more than 10 metres apart shall not exceed 1:1000 for S<sub>f</sub> or S<sub>a</sub>, and 1:250 for S<sub>c</sub>.

6.9.2.3. The cant shall be the design cant to within a tolerance of  $\pm 3$ mm for S<sub>f</sub> (or S<sub>a</sub>) and + 12mm for S<sub>c</sub>.

6.9.2.4. The rate of change of cant on tangent track and on circular curves shall not exceed 1:1000 for S<sub>f</sub> (or S<sub>a</sub>), and 1:400 for S<sub>c</sub>.

6.9.2.5. The rate of change of cant on transition curves shall not exceed: 1:500 for S<sub>f</sub> (or S<sub>a</sub>), and 1:400 for S<sub>c</sub>.



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### 6.9.3. Horizontal Alignment

- 6.9.3.1. The *Contractor* shall determine the horizontal alignment (position) of the track by taking reference measurements at all mast foundations. Where electrification masts do not exist, reference pegs at 50m centres shall be installed by the *Contractor*. The Supervisor will prescribe and supply all the necessary pegs, concrete or paint.
- 6.9.3.2. The position of the track centre line shall remain within 10mm of the existing position for  $S_f$  (or  $S_a$ ), and 40mm for  $S_c$ .
- 6.9.3.3. The standards for structural gauge shall be adhered to. The *Contractor* shall verify the structural gauge parameters himself and adhere to the specified standards.
- 6.9.3.4. On straight track, the rate of deviation of the running edge of each rail from a straight line between two points not more than 10m apart, shall not exceed 1:2000 for  $S_f$  (or  $S_a$ ), and 1:500 for  $S_c$ .
- 6.9.3.5. On curves, including transitions, the offset midway between any 2 points 10m apart shall not differ from the design offset by more than 2.5mm plus 5% of the design offset for  $S_f$  and 2.5mm plus 20% of the design offset for  $S_c$ .

### 6.9.4. Standards of Workmanship and Accuracy for Ballast Screening

- 6.9.4.1. The actual depth of cut shall not be greater than the depth of cut specified by the Supervisor. Furthermore, the actual depth of cut shall not be less than 90% of the depth of cut specified by the Supervisor. In tunnels, ballast shall be screened to the level of the tunnel invert.
- 6.9.4.2. The actual width of cut shall be determined by the width of ballast profile or the distance between the concrete drains in tunnels, and between concrete ballast walls on the viaducts.
- 6.9.4.3. 100% by mass of the screened ballast shall pass a 75mm sieve and not more than 5% shall pass a 26,5mm sieve.
- 6.9.4.4. Material disposed of by the machine shall not contain more than 5% by weight of acceptable ballast.
- 6.9.4.5. If the above-mentioned standards cannot be met because of wet conditions and/ or high clay content, the Supervisor will determine if screening shall proceed as Tww. Wet conditions (Tww) shall only apply when screening conditions have deteriorated to such an extent that screening capacity has reduced to more than 20% less than the rate of screening tendered to ensure the quality and standard screening as specified. Tww may only be worked under the following conditions:
- The quality standards can still and shall be met.
  - The Supervisor and the Contractor are to agree on measures to be taken such as pre-lifting and loosening of track so as to assist with the screening.
  - The Supervisor and the Contractor are to agree on a rate of progress (metre/hour).
  - Payment will be made for the final metres produced

Where the Supervisor is not available on Site to agree to the working of Tw, the representative of the Supervisor may make the decision to work Tw if so authorised by the Supervisor.

Should the Contractor dispute the Supervisor's visual inspection decision, the matter will be resolved by the Contractor, taking a sample of not less than 20kg in front of the screener and under a sleeper end to determine clay content. A ballast sample will be deemed wet if clay particles (i.e. size less than 75µm) are present, and moisture content is greater than or equal to 10%. The Contractor shall pay for these tests.



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#### 6.9.5. Ballast Profile

- 6.9.5.1. The ballast profile shall be within a tolerance of 25mm for ballast height, and within 65 mm of ballast width, specified in Annexure 4 Sheet 1 of 4 of the Manual for Track Maintenance
- 6.9.5.2. Should the Supervisor permit, any excess ballast should be placed on the shoulders of the cross sectional profile. The ballast profile shall be formed to provide maximum protection against kick-outs. All available ballast shall be utilised to form part of the ballast profile. For curved track, excess ballast shall be placed and formed on the shoulder of the high leg. Where there is a shortage of ballast and the *Contractor* was required by *TFR* to continue screening any lift of track shall be restricted so as to ensure sufficient ballast both under the track and to the sides to ensure safe and proper compaction and safeguard against kick-out of track.
- 6.9.5.3. No material or ballast distributed by the *Contractor's* screening operations shall be left in the drains and no ballast shall remain beyond the toe of the ballast profile such that the depth of ballast stones remaining is more than 60mm, except where there is ballast in-fill between multiple tracks.
- 6.9.5.4. Additional ballast placed in the ballast profile as a result of any lowering of the track shall be shaped on to the shoulder of the ballast profile.

#### 6.9.6. Measurement of Ballast Screening

##### 6.9.6.1. Before ballast screening

The required depth of cut "d" (measured from the underside of the sleeper, before any work is done) will be advised in writing to the *Contractor* by the Supervisor at the weekly or daily Site meeting.

Where insufficient ballast is available and the track is lifted before the screening operation, "d" will be equal to *the minimum cutting depth specified in the schedule of machines*.

##### 6.9.6.2. After ballast screening

The Supervisor will take measurements to check the width and depth of cut and the length screened.

During each working day, one random sample of ballast and one random sample of disposed material per 500m shall be taken by the Supervisor for grading analysis. The weight of the samples shall not be less than 20kg each. The *Contractor* shall also arrange to take samples, as directed by the Supervisor on *Site*; at a rate of one sample per 200 metres. The results of these tests are to be recorded so that screen sizes and rates of screening can be adjusted on an ongoing basis.

If one of the results of the tests carried out on each of the two samples taken fails to meet the requirements, then a third random sample will be taken and tested. If the result of these or both of the first two results fail to meet the requirements, the following shall apply: Payment for the relevant 500m will be reduced with the factor K.

Where:  $K = 2 \times$  the average percentage deviation from the given tolerance of the samples taken.

#### 6.9.7. Measurement of Track Geometry

- 6.9.7.1. Track geometry after screening shall be finalised to the *TFR* A-Standard.
- 6.9.7.2. The *Contractor* shall, over the total length of screened track, take and record all measurements required to determine the standard in both phases (that is for Sc and Sf) and hand it to the Supervisor for checking. Measurements may be taken manually and/or by electronic means.
- 6.9.7.3. Measurements taken manually for the vertical alignment shall be made with a level similar to the Geismar type. Or other approved means of ensuring quality.



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- 6.9.7.4. Deviation from a straight line (slack): Determine positions by visual means and quantifies by Geismar type level. Measurements shall be taken along the top of the rail before and after the points of deviation
- 6.9.7.5. Cant and rate of change of cant: Measure cross level every five metres.
- 6.9.7.6. Measurement for the horizontal alignment shall be made with a nylon line on the running side of the reference rail at two points 10 metres apart and a feeler gauge calibrated in 1mm intervals.
- 6.9.7.7. Each deviation between the two points on straight track, 10 metres apart, shall be measured by inserting a feeler gauge between the nylon line and the rail at the centre of the deviation. The number of sleepers between the beginning and end of the deviation shall be recorded as instructed by the Supervisor. All unacceptable measurements caused by permanent defects in the rail, that are impossible to eliminate subsequent to screening, and as notified to the Supervisor, shall be excluded. These measurements shall be recorded in the *Site* diary.
- 6.9.7.8. Curved track shall be marked out at 5-metre intervals and each mark shall become a measuring station. Track standard shall be determined by measuring and recording the offset at each station from the 10-metre chord strung between adjacent measuring stations. All unacceptable measurements caused by permanent defects in the rail, that are impossible to eliminate subsequent to screening, and as notified to the Supervisor, shall be excluded. These measurements shall be recorded in the *Site* diary.
- 6.9.7.9. Compliance with the standards of workmanship and accuracy will be calculated from these measurements.
- 6.9.8. Measurement of Contact Wire Height and Stagger
- 6.9.8.1. The standards for structural gauge shall be adhered to The *Contractor* shall verify the structural gauge parameters himself and adhere to the specified standards.
- 6.9.8.2. The height of the contact wire shall be measured after the final tamp at both sides of all overhead bridges, as well as level crossings. Heights below or above the allowable limit quoted will not be acceptable.
- 6.9.8.3. The stagger of the contact wire, (offset from the perpendicular on the track centre line) shall be measured after the final tamp at all support structures, pull-off and knuckle points, as well as at mid-span on all curves. Where more than one contact wire exists, the stagger of the innermost wire shall be measured. The stagger on both the through and turnout lines of sets of points shall be checked, when turnouts are tamped.
- 6.9.8.4. Contact wire height and stagger measurements shall be reported to the Supervisor in writing (or computer printout) at the end of each shift. Measurements exceeding the allowable limits specified shall be immediately reported to *Transnet Freight Rail* for rectification. Each measurement shall indicate the mast location number as well as the relevant track section number.
- 6.9.8.5. Alignment and height of OHTE shall be continuously measured. The accuracy of contact wire height measurements shall be  $\pm 10\text{mm}$  and the contact wire stagger measurements shall be  $\pm 20\text{mm}$ .
- 6.9.8.6. All overhead clearance and stagger measurements are to be done electronically with a Rail rod. The rail rod should be calibrated once every 12 months unless found to be inaccurate. A calibration certificate shall be available on *Site* at all times. Random checks by *TFR* electrical measuring staff will be carried out by *TFR* to ensure the accuracy of measurements

## 7. Health and Safety

- 7.1. The *Contractor* shall comply with all applicable legislation as well as Transnet Safety requirements. The



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cost for such compliance shall be borne by the *Contractor* and shall be deemed to have been allowed for in the rates and prices of the Contract. Specifically important in this regard is compliance with:

- TFR Safety Guidelines for Infrastructure (Latest Edition).
- The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993).
- The Occupational Health and Safety Act (Act 85 of 1993).
- TFR Specification E.4E, SHE Specification for Contractors
- Basic Conditions of Employment Act as well as all other relevant labour legislation.
- TFR Specification for Work on, under or adjacent to Railway Lines and near high Voltage Equipment – E7/1.

**7.2.** The *Contractor* shall also comply with all other safety requirements, regulations and guidelines of Transnet applicable to the nature of work carried out under the Contract and shall obtain the particulars thereof from the Service Manager.

**7.3.** A formal risk assessment on the screening machine process has been conducted by *TFR* and the under mentioned safety critical risks have been identified. The *Contractor* shall conduct his own formal risk assessment on the screening machine offered by him and add any additional risks identified by him, to this list.

**7.4.** The *Contractor* is required to prepare and submit with his tender a comprehensive safety case in accordance with the requirements of Act 85 and the Construction Regulations.

**7.5.** The *Contractor* shall specify in his safety case the list of all risks identified by *TFR* together with any additional risks identified by his own risk assessment and indicated specific rules, processes, methods and designs of how he intend to mitigate these risks should he be awarded the contract.

**7.6.** Safety Critical Risks identified by *TFR* for the screening machine are:

- Occupation - double line occupation
- Executing work on one line while a normal train service is running on adjacent line/s
- Excessive Working hours
- Working at night
- Emergency procedure – to stop process due to wagon or equipment failure
- Material handling and working near or under live OHTE equipment: 50kV, 25 kV and 3.3kV
- Staging the accommodation units of workers in yards in proximity of live OHTE and lines on which rail traffic runs continuously.
- Danger area
- Competent operators
- Train driver/operator/ interaction/competency
- Site conditions
- Infrastructure equipment damage
- Machine working on sharp curves and steep gradients
- Machine working on embankments and in cuttings
- Machine working on fouled ballast
- Clearances
- Maximum and minimum temperatures
- Precipitation
- Integrity, i.e. Rolling stock structure, drawgear, brakes, wheels; and screening machine structural integrity
- Unauthorised access
- Use of various petrol and electrically driven small plant within team context i.e. disk cutters, MP12 and MC2 rail grinders, rail drills, hand held tampers, generators and associated electric equipment, joggle plates and joggle clamps etc.
- Environmental pollution/damage



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## 7.7. Safety Compliance

- 7.7.1 The *Contractor* shall prepare and implement a comprehensive health and safety plan covering all relevant legal safety aspects for their work teams. It shall include details of the *Site* management structures, all safety legal appointments as well as the written safe working procedures for all equipment used on *Site* taking into account the above risk assessments.
- 7.7.2 The *Contractor* shall be responsible to ensure the use of only technically competent trained staff on all types of work.
- 7.7.3 The Health and Safety plan together with all supporting documentation shall at all times be available in a health and safety file on site for compliance audit.
- 7.7.4 The *Contractor* shall ensure that all *Site* staff are trained and inducted in the written safe working procedures for all equipment used on *Site*.
- 7.7.5 The *Contractor* shall ensure that all workers are appropriately equipped and wearing Personal Protective Equipment (PPE) and that Safety Talks are conducted and noted in the *Site* Diary before the start of every shift.
- 7.7.6 The *Contractor* shall be responsible to ensure that *Site* staff is always competently trained with regards to Electrical Awareness Training and such training material should be acknowledged and approved by the Employer's School of Rail.
- 7.7.7 The *Contractor* shall be responsible to ensure that workers working on machines (high risk areas), operators, machine fitters, area supervisors and contract supervisor's *Site* staff are always competently trained with regards to PWC Electrical Educational Training.
- 7.7.8 The *Contractor* shall also be responsible to ensure that contract managers in charge of *Sites* are always competently trained with regards to COM Competency Electrical Training (to follow onto PWC Training).
- 7.7.9 Non-compliance with safety requirements will result in an immediate suspension of work without payment.
- 7.7.10 Non-compliance with environmental requirements such as oil spillages, waste, will result in penalties being levied against the *Contractor*. The *Employer* will appoint a private company to make the situation good and claim compensation from the *Contractor*.

## 8. TRAINING

- 8.1. The *Contractor* shall ensure that all staff working on or with the contract is adequately trained, so as to comply with any relevant safety and quality requirements.
- 8.2. It is the *Contractor's* responsibility to ensure that his staff is trained. At the commencement of the contract, *Transnet Freight Rail (TFR)* shall assist the *Contractor* with the initial on-the-job training for the staff as specified below, so as to assist the *Contractor* to qualify the worker's / staff. The *Contractor* shall ensure that he has a core group of workers with sufficient previous experience to take the lead in undertaking maintenance tasks.
- 8.3. Where training is required by the *Contractor* and *Transnet Freight Rail (TFR)* is committed to provide training, the *Contractor* shall qualify his tender as to what and how many staff, training will be required for. After award of the contract, the *Contractor* shall then arrange with the appropriate *Transnet Freight Rail (TFR)* Perway Production manager, through the *Supervisor*, for this training / testing.
- 8.4. Training of Track Workers: At the commencement of the contract, assistance with the training, to qualify the *Contractors* workers to perform the following tasks shall be given:



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- Track work (Level crossing blocks, cattle guards, sleeper & clip replacement / fastening, lubricators, flagmen, ballast boxing etc.).
- Quality measurements as required for track work.

**8.5.** Training of Track Inspectors, Track Masters and or Trade hands (Perway): This training shall be solely the responsibility of the *Contractor*. Only fully qualified people shall be used by the *Contractor* for these positions. The *Contractor* shall ensure that staff used, do comply with requirements for the industry.

### **8.6. Training of Flagmen**

8.6.1. The appropriate training for the flagmen provided by the *Contractor* can be provided by *Transnet Freight Rail (TFR)* at the start of the contract.

8.6.2. Where *Transnet Freight Rail (TFR)* requires flagmen to be trained, the pre-requisites for such persons to qualify to be trained, shall be basic literacy skills and Basic English language ability.

8.6.3. *Flagmen* shall be officially trained, evaluated and certified competent, (*Transnet Freight Rail (TFR)* 407 – Item Number 37/270451 - "Certificate of Competency") by a designated competent person, before being used on protection duties. This certificate of competency shall remain valid for one (1) year only after, which re-testing and re-certification of competency will be required.

8.6.4. In cases where a person was not performing flagmen duties for a period of 6 months or longer, he shall be re-tested and again be re-certified competent, before he may be re-used for Protection Duties.

8.6.5. The *Transnet Freight Rail (TFR)* Depot Engineering Manager remains ultimately responsible in terms of the requirements of Act 85 for the safe working environment of his own personnel as well as *Contractor's* personnel within the track maintenance environment on his depot.

8.6.6. The Depot Engineering Manager is therefore also responsible for ensuring that any changes in the Protection Procedures that may occur over time are effectively communicated to any flagmen prior to them being used for Protection Duties

### **8.7. Electrical Awareness, Educational and Competency Training**

8.7.1. The electrical awareness training shall be arranged for before any work commences.

8.7.2. The electrical educational and competency training may be arranged for at either a depot's lecture room (*Transnet Freight Rail (TFR)* property), or at a venue of the *Contractors* choice (*Contractors* cost).

8.7.3. The Accredited Electrical trainer from *Transnet Freight Rail (TFR)* will be provided by *Transnet Freight Rail (TFR)* at *Contractors* cost, an arrangement for the training session required, is done beforehand and will fit in with the trainers training program for the year.



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8.8. The following training shall be arranged at the contractor's cost, for the following Contractors staff:

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 Service Manager or Track inspector</i>	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 Depot's electrical officer or accredited trainer</i>	New recruits: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative.
PWC (Electrical)	<i>Service Managers, Operators, fitters, Technicians &amp; Workers supporting fitters, working in risky OHTE areas.</i>	2 days	Depot where work starts	<i>Employer's, Esselen Park or Depot accredited trainer, or Employer's hired accredited trainer : By appointment at depot*</i>	Replacement/new staff: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative.
Competency (Electrical)	<i>Service Managers (Follow up training in PWC)</i>	1 day	Depot where work starts	<i>Employer's accredited trainer, or Employer's hired accredited trainer : By appointment at depot*</i>	Replacement/new staff: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative.
Flagmen Training	Flagmen and standby flagmen	5 days		<i>Employer's accredited trainer, or Employer's hired accredited trainer : By appointment at depot</i>	Replacement/new staff: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative.
Bonder Training	Bonder	5 days		<i>Employer's accredited trainer, or Employer's hired accredited trainer : by appointment at depot*</i>	Replacement/new staff: <i>Contractors</i> accredited representative	<i>Contractors</i> accredited representative.

The cost of training will be solely the contractor's responsibility, this will include crew time, transport, accommodation, and anything related to training. The crew members proposed to for this training shall as minimum requirement be literate in terms of reading, writing and speaking of Basic English.

## 9. Environmental and Risk

### 9.1. Submit Environmental Management Plan (EMP)

9.1. Ensure that the spoil ballast is stockpiled 100m away from the water body or protected area

9.2. The (spoil) must be stockpiled within the railway reserve

9.3. Dispose the spoil in a registered landfill site and submit the safe disposal certificate