

## **TRANSNET FREIGHT RAIL**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

## **REQUEST FOR PROPOSAL [RFP] [GOODS]**

**ONCE OFF SUPPLY AND DELIVERY OF JOGGLED RAIL JOINT SET (i.e. CLAMPS AND BOLTLESS JOGGLE PLATES) ON BALLAST TRACK TO TRANSNET FREIGHT RAIL UNDER ORE CORRIDOR.**

<b>RFP NUMBER</b>	<b>HOAC UPT 41399</b>
<b>ISSUE DATE:</b>	<b>13 September 2023</b>
<b>CLOSING DATE:</b>	<b>03 October 2023</b>
<b>CLOSING TIME:</b>	<b>12:00 PM</b>
<b>BID VALIDITY PERIOD:</b>	<b>180 Business Days from Closing Date</b>

### **Note to the bidders:**

**Bidders 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 Bidder can upload 30mb per upload and multiple uploads are permitted.**

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ANNEXURE E NON-DISCLOSURE AGREEMENT

ANNEXURE F SUPPLIER DECLARATION FORM

**RFP FOR ONCE OFF SUPPLY AND DELIVERY OF JOGGLED RAIL JOINT SET (i.e. CLAMPS AND BOLTLESS JOGGLE PLATES) ON BALLAST TRACK TO TRANSNET FREIGHT RAIL UNDER ORE CORRIDOR.**

**SECTION 1: SBD1 FORM**

**PART A**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TFR, A DIVISION TRANSNET SOC LTD</b>							
BID NUMBER:	<b>HOAC UPT 41399</b>	ISSUE DATE:	<b>13 September 2023</b>	CLOSING DATE:	<b>03 October 2023</b>	CLOSING TIME:	<b>12:00pm</b>
DESCRIPTION	ONCE OFF SUPPLY AND DELIVERY OF JOGGLED RAIL JOINT SET (i.e. CLAMPS AND BOLTLESS JOGGLE PLATES) ON BALLAST TRACK TO TRANSNET FREIGHT RAIL UNDER ORE CORRIDOR.						
<b>BID RESPONSE DOCUMENTS SUBMISSION</b>							
RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions): <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a>							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	<b>Delisiwe Mngomezulu</b>			CONTACT PERSON	<b>Delisiwe Mngomezulu</b>		
TELEPHONE NUMBER	<b>011-584-1129</b>			TELEPHONE NUMBER	<b>011-584-1129</b>		
FACSIMILE NUMBER	<b>N/A</b>			FACSIMILE NUMBER	<b>N/A</b>		
E-MAIL ADDRESS	Delisiwe.Mngomezulu@transnet.net			E-MAIL ADDRESS	Delisiwe.Mngomezulu@transnet.net		
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]</b>							

Respondent's Signature

Date & Company Stamp

<b>1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>			
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>			
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.</b>			

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. TAX COMPLIANCE REQUIREMENTS</b>
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

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

**SECTION 2 : NOTICE TO BIDDERS****1 INVITATION TO BID**

Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent** or **Bidder**].

<b>DESCRIPTION</b>	ONCE OFF SUPPLY AND DELIVERY OF JOGGLED RAIL JOINT SET (i.e. CLAMPS AND BOLTLESS JOGGLE PLATES) ON BALLAST TRACK TO TRANSNET FREIGHT RAIL UNDER ORE CORRIDOR.
<b>TENDER ADVERT</b>	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
<b>RFP DOWNLOADING</b>	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> <li>Click on "Tender Opportunities";</li> <li>Select "Advertised Tenders";</li> <li>In the "Department" box, select Transnet SOC Ltd.</li> </ul> <p>Once the tender has been in the list, click on the "Tender documents" tab and process to download all uploaded documents.</p> <p>The RFP may also be downloaded from the Transnet Portal at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use <b>Google Chrome</b> to access Transnet link/site) free of charge (refer to section 2, paragraph 3 below for detailed steps)</p>
<b>COMMUNICATION</b>	<p>Transnet will publish the outcome of this RFP on the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. All unsuccessful bidders have a right to request for reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form</p> <p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
<b>BRIEFING SESSION</b>	<b>Not Applicable</b>
<b>CLOSING DATE</b>	<p><b>12:00 pm on Tuesday 03 October 2023</b></p> <p>Bidders must ensure that bids are uploaded timeously onto the system. Generally, if a bid is late, it will not be accepted for consideration.</p> <p><b>Bidders 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 Bidder can upload 30mb per upload and multiple uploads are permitted.</b></p>
<b>VALIDITY PERIOD</b>	<p><b>10 June 2024 Business Days from Closing Date</b></p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once</p>

	<p>the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</p> <p>Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.</p> <p>With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12</p>
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Any additional information or clarification will be published on the e-Tender portal and Transnet website, if necessary.

## 2 FORMAL BRIEFING

A formal briefing session will not be held but should Respondents have specific queries they should email these to the Transnet employee(s) indicated in paragraph 6 [Communication] below:

## 3 PROPOSAL 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/ Portal ([transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net)) Please use **Google Chrome** to access Transnet link/site);
- 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.
- No late submissions will be accepted. The bidder guide can be found on the Transnet Portal [transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net)

## 4 RFP INSTRUCTIONS

4.1 Please sign documents [sign, stamp and date the bottom of each page] before uploading them on the system. The person or persons signing the submission must be legally authorised by the respondent to do so.

**4.2 All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**

4.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

4.4 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 12 below (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

## 5 JOINT VENTURES OR CONSORTIUMS

Respondents who would wish to respond to this RFP as a Joint Venture [**JV**] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

- Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card (a consolidated B-BBEE Status Level verification certificate) Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Table 3.2 of the specific goals Claim Form.

## 6 COMMUNICATION

- 6.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to [**Delisiwe.Mngomezulu@transnet.net**] before **12:00 pm on 19 September 2023**, substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.
- 6.2 After the closing date of the RFP, a Respondent may only communicate with the DBAC Secretariat [**Prudence Nkabinde**], at telephone number 011-584-0821, email Prudence.Nkabinde@transnet.net on any matter relating to its RFP Proposal.
- 6.3 Respondents are to note that changes to its submission will not be considered after the closing date.
- 6.4 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- 6.5 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 6.6 Transnet will publish the outcome of this RFP in the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. Respondents are required to check the National Treasury e-tender Portal and Transnet website for the results of the tender process. All unsuccessful bidders have a right to request Transnet to furnish individual reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

## 7 CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. In this regard Respondents 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 related to this RFP or the subsequent contract, written approval must be obtained from Transnet.

## 8 COMPLIANCE

The successful Respondent [hereinafter referred to as the **Supplier**] shall be in full and complete compliance with any and all applicable laws and regulations.

## 9 EMPLOYMENT EQUITY ACT

Respondents must comply with the requirements of the Employment Equity Act 55 of 1998 applicable to it including (but not limited to) Section 53 of the Employment Equity Act.

## 10 DISCLAIMERS

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

- 10.1 modify the RFP's Goods/Services and request Respondents to re-bid on any such changes;
- 10.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 10.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 10.4 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 10.5 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- 10.6 split the award of the contract between more than one Supplier/Service provider, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 10.7 cancel the bid process;
- 10.8 validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- 10.9 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 10.10 not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- 10.11 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- 10.12 to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the outcome of the tender has been published the outcome of the bid process on the National Treasury e-tender Portal and Transnet website. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price.

Note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.

## 11 LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business. A material deviation from the Standard terms or conditions could result in disqualification.



## 12 SECURITY CLEARANCE

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the Goods/Services and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of **CONFIDENTIAL/ SECRET/TOP SECRET**. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

## 13 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents 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. Respondents must register on the CSD prior to submitting their bids. Business may not be awarded to a Respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD.

## 14 TAX COMPLIANCE

Respondents must be compliant when submitting a proposal to Transnet and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).


It is a condition of this bid that the tax matters of the successful Respondents be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Respondents tax obligations.

The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.






**Transnet urges its clients, suppliers and the general public to report any fraud or corruption to**

**TIP-OFFS ANONYMOUS:**





**Ethics Helpdesk**  
(PTY) LTD.  
Ethics Management System™


You can choose to be Anonymous or Non-Anonymous on ANY of the platforms  
**PLEASE RETAIN YOUR REFERENCE NUMBER**

	 <p><b>AI Voice Bot "Jack"</b> Speak to our AI Voice Chat Bot "JACK" you converse with him like chatbot to a human, with the option to record a message and speak to an agent at anytime.</p>	 <p><b>What's App</b> Speak to an Agent via What's App.</p>	 <p><b>Speak to an Agent</b> Speak to an Agent via the platform with no call or data charge</p>	 <p><b>Telegram</b> Speak to an Agent via Telegram</p>
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**0800 003 056**


**086 551 4153**


**reportit@ethicshelpdesk.com**


**\*120\*0785980808#**

## SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

### 1 BACKGROUND

Every thermit weld that is casted on the railway line must be secured with boltless joggle plates and clamps. The boltless joggle plates and clamps are only removed after the weld has been x-rayed and the results thereof are acceptable. Currently, there is an x-ray contract in place to test all thermite welds that haven't been tested on the line. The radiographs results are classified as class 1, 2 & 3. Class 2 & 3 results are cut-outs. These classes must be joggled up until they are removed from the track. We are unable to joggle some cut-outs due to a depletion in our boltless joggle plates and clamps. The depletion is due to:

- The number of faults incurred on the line. The top 3 faults are broken rails, UMC defects and profile slacks
- Planned Preventative maintenance executed on our rail network.

Not being able to joggle class 2&3 welds poses a huge risk since past investigations revealed that most of the breaks that have occurred on our line were caused by defective thermit welds. In summary, there is an urgent need of sourcing additional 300 bottle joggle plates and clamps to address this predicament that we find ourselves in.

### 2 EXECUTIVE OVERVIEW

Whereas Transnet is seeking a partner(s) to provide solutions for its Railway Infrastructure maintenance nationally, it also seeks to improve its current processes for providing these Goods to its end user community throughout its locations

The selected Supplier/Service provider(s) must share in the mission and business objectives of Transnet. These mutual goals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, Transnet and its Supplier/Service provider(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow Transnet to reach higher levels of quality, service and profitability.

Specifically, Transnet seeks to benefit from this partnership in the following ways:

- 2.1 Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Supplier/Service provider's economies of scale and streamlined service processes.
- 2.2 Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Supplier.
- 2.3 Transnet must receive proactive improvements from the Supplier provider with respect to supply/provision of Goods/Services and related processes.
- 2.4 Transnet's overall competitive advantage must be strengthened by the chosen Supplier provider's leading-edge technology and service delivery systems.
- 2.5 Transnet end users must be able to rely on the chosen Supplier provider's personnel for service enquiries, recommendations and substitutions.

- 2.6 Transnet must reduce costs by streamlining its acquisition of Goods/Services, including managed service processes on a Group basis.

### **3 SCOPE OF REQUIREMENTS**

Transnet is calling for proposals from experienced suppliers/service providers with a proven track record for the A total number of 409 x-ray tests have been conducted thus far, with a forecasted number of about 100 tests still to be conducted. 130 out of the total tested welds are not joggled. This number will increase, if no boltless joggle plate and clamps are sourced.

This Financial year alone, Upington depot has experienced three derailments due to defects on thermite welds. One of the control measures concluded from the derailment investigations was to joggle every weld at all rail break hotspot areas on the line. This measure has significantly reduced the number of available joggle plates apart from maintenance activities (such as de-stressing, installation of components, skid marks, UMC run & other activities that involve casting thermite welds) that also require a huge number of joggle plates and G-clamps.

The depot thus requires procuring 300 clamps and boltless joggle plate pairs through the accelerated procurement process to have sufficient clamps and boltless joggle plates available to secure thermite welds

### **4 GREEN ECONOMY / CARBON FOOTPRINT**

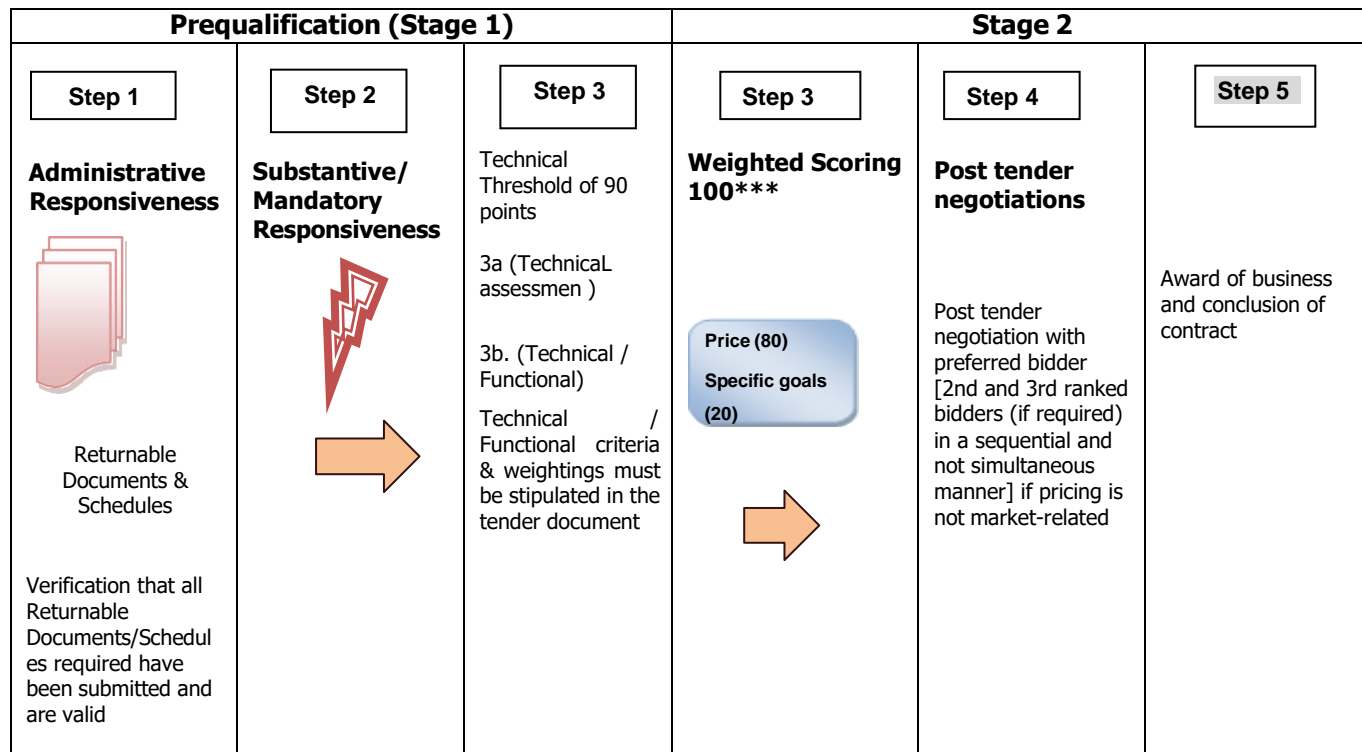
Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. Please submit details of your entity's policies in this regard.

### **5 GENERAL SUPPLIER PROVIDER OBLIGATIONS**

- 5.1 The Supplier shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 5.2 The Supplier must comply with the requirements stated in this RFP.

## 6 EVALUATION METHODOLOGY

Transnet will utilise the following methodology and criteria in selecting a preferred Supplier provider:



NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Transnet reserves the right to conduct the different steps of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must not be interpreted to mean that bidders have necessarily passed any previous stage(s).

**6.1 STEP ONE: Test for Administrative Responsiveness**

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
<ul style="list-style-type: none"> <li>Whether the Bid has been lodged on time</li> </ul>	Section 2 paragraph 3
<ul style="list-style-type: none"> <li>Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time</li> </ul>	Section 5
<ul style="list-style-type: none"> <li>Verify the validity of all returnable documents</li> </ul>	Section 5
<ul style="list-style-type: none"> <li>Verify if the Bid document has been duly signed by the authorised respondent</li> </ul>	All sections

**The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further pre-qualification**

**6.2 STEP TWO: Test for Substantive Responsiveness to RFP**

The test for substantive responsiveness to this RFP will include the following:

Check for substantive responsiveness	RFP Reference
<ul style="list-style-type: none"> <li>Whether any general and legislation qualification criteria set by Transnet, have been met</li> </ul>	All sections including
<ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule</li> </ul>	Section 4
<ul style="list-style-type: none"> <li>Whether the Bid materially complies with the scope and/or specification given</li> </ul>	All Sections
<ul style="list-style-type: none"> <li>Proof of registration on the National Treasury Central Supplier Database (CSD)</li> </ul>	Section 2, paragraph 13

**The test for substantive responsiveness [Step Two] must be passed for a Respondent's proposal to progress to Step Three for further evaluation**

**1.1 STEP THREE: Minimum Threshold 90 points for Technical Criteria**

The test for the Technical and Functional threshold will include the following:

3a (Technical assessment )

3b. (Technical / Functional)

<b>TECHNICAL ASSESSMENT OF CLAMPS AND BOLTLESS JOGGLE PLATES (90% minimum threshold)</b>			
<b>Technical Requirement/Scope</b>	<b>Type of Document/Evidence to be submitted</b>	<b>Scoring Matrix</b>	<b>Weight</b>
Bidder to provide the following: -Original Equipment Manufacturer (OEM) if bidder is the manufacturer or -Memorandum of Understanding (MOU) if the bidder is not the manufacturer	Provide OEM if the bidder is the manufacturer, or MOU if bidder is not the original manufacturer.	<b>100%:</b> Submission of OEM for bidders that are manufacturer or MOU for bidders that are not manufacturers. <b>0%:</b> No submission of OEM for bidders that are manufacturers or MOU for bidders that are not manufacturer.	10%
Bidder to provide written letter that products meet the TFR design/drawings requirements: -clamp body, bolt, anvil and locknut drawing: BBC1650 (Annexure A, <b>E3280</b> ) -Boltless Joggle Plates: BBH5065 (Annexure, <b>E318</b> )	Written letter by Bidder to TFR that their products meet the TFR designs/drawing requirement of the clamp body, locknut, anvil, bolt and boltless Joggle Plates	<b>100%:</b> Submission of written letter by Bidder to TFR that the products meet the TFR designs/drawing (clamp body, bolt, anvil, locknut and boltless joggle plates). <b>0%:</b> No submission of the written letter by Bidder to TFR that the products meet the TFR designs/drawings (BBC1650 & BBH5065)	6%
Bidder to provide technical report for the clamp body that shows the chemical and mechanical properties that complies to the TFR specification (BBC1650). The mechanical properties should include the following as per BBC1650: -Tensile Strength -Yield Strength -Elongation -Impact Strength/Izod	Type 3.1 Certificate that includes chemical and mechanical properties	<b>100%:</b> Submission of the Type 3.1 certificate that shows the chemical and mechanical properties that meet the TFR specifications (BBC1650) <b>0%:</b> No submission of Type 3.1 certificate or submission of Type 3.1 certificate that does not meet to TFR specifications (BBC1650)	20%
Bidder to provide technical report for the bolts, locknut and anvil that shows the chemical and mechanical properties that complies to the TFR specification (BBC1650). The mechanical properties should include the following as per BBC1650: -Tensile Strength -Yield Strength -Elongation -Impact Strength/Izod	Type 3.1 Certificate that includes chemical and mechanical properties	<b>100%:</b> Submission of the Type 3.1 certificate that shows the chemical and mechanical properties that meet the TFR specifications (BBC1650) <b>0%:</b> No submission of Type 3.1 certificate or submission of Type 3.1 certificate that does not meet the TFR specifications (BBC1650)	20%
Bidder to provide technical report for the boltless joggle plates that shows the chemical and mechanical properties that complies to the TFR specification (BBH5065). The mechanical properties should include the following as per BBH5065: -Tensile Strength -Yield Strength	Type 3.1 Certificate that includes chemical and mechanical properties	<b>100%:</b> Submission of Type 3.1 certificate that shows the chemical and mechanical properties that meet the TFR specifications (BBH5065) <b>0%:</b> No submission of Type 3.1 certificate or provision of Type 3.1 certificate that does meet the TFR specifications (BBH5065)	20%

-Elongation -Impact Strength/Izod			
The bidder must provide details of the proposed corrosion inhibiting coating or treatment that will not alter the performance or the handling of the product during storage, transportation and maintenance of the clamp and boltless joggle plates.	Written letter that details the corrosion coating that will be used during storage, transportation and thread treatment. A brochure for the corrosion coating should also be added	<b>100%:</b> Submission of written letter that details the corrosion coating and also the coating brochure that details the corrosion coating that will be applied on the products during storage, transportation and thread treatment proposal in the form of letter or brochure <b>0%:</b> No submission of written letter that details the coating that will be used and the brochure for the coating.	3%
The bidder must provide TFR with the quality management system,(manufacturing plant) that will be adhered to throughout the manufacturing and supply process.	ISO 9001 Certificate or equivalent	<b>100%:</b> Submission of ISO 9001 certificate or equivalent <b>0%:</b> No submission of ISO 9001 certificate or equivalent	15%
The bidder must provide a written letter proposal that details the packaging methodology of the components.	Written letter from the bidder to the TFR that details the packaging of the clamp, bolt, anvil, locknut and boltless joggle plates that includes pictures.	<b>100%:</b> Submission of the written letter from bidder to TFR detailing the packaging of the clamp body, bolt, nut, anvil, locknut and boltless joggle plates <b>0%:</b> No submission of the written letter from the Bidder to TFR detailing the packaging of the clamp body, anvil, locknut, bolt and boltless joggle plates	3%
Bidder must provide pictures or schematics of the markings on the clamp body and boltless joggle plates that including the following: - Manufacturer's name -Date of manufacture -TFR logo, component -Identification (product name/type) and -Unique identification number.	Pictures/schematic that shows the marking on the clamp body and boltless joggle plate samples that shows the following: - Manufacturer's name -Date of manufacture -TFR logo, component -Identification (product name/type) and -Unique identification number.	<b>100%:</b> Submission of pictures or schematic that shows the marking on the clamp body and boltless joggle plates. <b>0%:</b> No submission of the pictures or schematic that shows the marking on the clamp body and boltless joggle plates	3%
			100

TECHNICAL FUNCTIONALITY OF CLAMPS AND BOLTLESS JOGGLE PLATES (90% minimum threshold)		
Technical Requirement/Scope	Scoring Matrix	Weight
<b>Foundry Experience</b>		
Bidder Foundry Experience (evidence in the form of invoice/company letter)	2	100%
> 1 evidence	1	75%
1 evidence	0	50%
0 evidence		
<b>Delivery lead time</b>		
< 4 weeks	4	100%
4-8 weeks	3	75%
8-12 weeks	2	50%
12-16 weeks	1	25%
>16 weeks	0	0%

Respondents are to note that Transnet will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

**The minimum threshold for technical/functionality [Step Three] must be met or exceeded for a Respondent's Proposal to progress to Step Four for final evaluation**

## 1.2 STEP FOUR: Evaluation and Final Weighted Scoring

### a) Price and TCO Criteria [Weighted score 80/90 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



b) **Specific Goals** [Weighted score 20 point]

- Specific goals claim form
- Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 9 Table 3.2 of the specific goals Claim Form.

**1.3 SUMMARY: Applicable Thresholds and Final Evaluated Weightings**

Thresholds	Minimum Threshold
Technical assessment and technical functionality	90

Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	80
Specific goals - Scorecard	20
<b>TOTAL SCORE:</b>	<b>100</b>

**1.4 STEP FIVE: Post Tender Negotiations (if applicable)**

- 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. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

**1.5 STEP SIX: Award of business and conclusion of contract**

- Immediately after approval to award the contract has been received, the successful bidder(s) will be informed of the acceptance of his/their Bid by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s).
- A final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

**SECTION 4: PRICING AND DELIVERY SCHEDULE**

Respondents are required to complete the table below:

Item No	Description of Item	Unit	Quantity	Rate	TOTAL PRICE OF ITEM [ZAR]
<b>Joggled rail joint set (A)</b>					
1	Clamp (Body, Anvil, locknut and Bolt) and boltless joggle plates	each	300		
<b>Individual components within the joggled rail joint set (B)</b>					
2	Clamp (Body, Anvil, locknut and Bolt)	each	600		
3	Boltless joggle plates	each	600		
<b>TOTAL PRICE, exclusive of VAT:</b>					
<b>VAT 15% (if applicable)</b>					
<b>Total Inclusive of VAT (where applicable)</b>					

Respondents are to note that Transnet will round off final pricing scores to the nearest 2 (two) decimal places.

**Notes to Pricing:**

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-
- (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
  - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP;
  - (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFP.

- b) Prices must be quoted in South African Rand inclusive of VAT.
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- e) Prices are to be quoted on a delivered basis to .....
- f) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- g) Manufacturing and delivery lead time calculated from date of receipt of purchase order: \_\_\_\_\_ weeks.

Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 2, clause 1]

YES	
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## 1. DISCLOSURE OF CONTRACT INFORMATION

### PRICES TENDERED

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices of the successful and unsuccessful Respondents inter alia on the National Treasury e-Tender Publication Portal, ([www.etenders.gov.za](http://www.etenders.gov.za)), as required per National Treasury Instruction Note 01 of 2015/2016.

### JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS

Transnet may also be required to disclose information relating to the subsequent contract i.e. the name of the company, goods/services provided by the company, the value and duration of the contract, etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.

### DOMESTIC PROMINENT INFLUENTIAL PERSONS (DPIP) OR FOREIGN PROMINENT PUBLIC OFFICIALS (FPPO)

Transnet is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. Transnet shall not conduct or conclude business transactions, with any Respondents without having:

- Considered relevant governance protocols;
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website <https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
<b>Is the Respondent</b> (Complete with a "Yes" or "No")						
<b>A DPIP/FPPO</b>		<b>Closely Related to a DPIP/FPPO</b>		<b>Closely Associated to a DPIP/FPPO</b>		
<b>List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.</b>						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X) <b>Active</b> <b>Non-Active</b>	
1						
2						
3						

Respondents declaring a commercial relationship with a DPIIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIIP or FPPO. This list will include successful Respondents, if applicable.

## 2. "AS AND WHEN REQUIRED" CONTRACTS

- 2.1** Purchase orders will be placed on the Supplier from time to time as and when Goods/Services are required.
- 2.2** Transnet reserves the right to place purchase orders until the last day of the contract for deliveries to be effected, within the delivery period / lead time specified, beyond the expiry date of the contract under the same terms and conditions as agreed upon.
- 2.3** Delivery requirements may be stipulated in purchase orders and scheduled deliveries may be called for. However, delivery periods and maximum monthly rates of delivery offered by the Respondents will be used as guidelines in establishing lead times and monthly delivery requirements with the Supplier.
- 2.4** Where scheduled deliveries are required, the delivery period(s) specified must be strictly complied with, unless otherwise requested by Transnet. Material supplied earlier than specified may not be paid for or may be returned by Transnet, with the Supplier being held liable for all expenses so incurred, e.g. handling and transport charges.
- 2.5** If the delivery period offered by the Respondents is subject to a maximum monthly production capacity, full particulars must be indicated in Section 4 [Pricing and Delivery Schedule]
- 2.6** The Respondent must state hereunder its annual holiday closedown period [if applicable] and whether this period has been included in the delivery lead time offered:
- \_\_\_\_\_
- 2.7** Respondents are required to indicate below the action that the Respondent proposes to take to ensure continuity of supply during non-working days or holidays.
- \_\_\_\_\_

## 3. RESPONDENT'S SAMPLES

- 3.1** In this RFP Respondents are required to submit samples of the Goods tendered for by it. The sample(s) must be forwarded on or before the deadline date, which is \_\_\_\_\_, to the addressee hereunder:

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

The sample(s) must be clearly marked with the reference number of this RFP and the names and addresses of both the Respondent and the manufacturer.

- 3.2** Failure to submit the sample(s) in due time may result in a Proposal being rejected. Proposals must under no circumstances be included in the package containing a sample(s).
- 3.3** The Respondents must state the following:

Has/have a sample(s) been submitted?	How and to whom forwarded?	Date of dispatch

**4. PRE-PRODUCTION SAMPLES/PROTOTYPES**

**4.1** In this RFP, Respondents are required to provide a pre-production sample(s) or prototype(s). The Respondent should state here the time required to deliver the necessary pre-production samples(s) or prototype(s) calculated as from the date of notification of acceptance of its Proposal by Transnet:

\_\_\_\_\_

**4.2** NB: Purchase Orders will be placed on the Supplier(s) only after the date of approval of the pre-production sample(s).

**4.3** State the number of days/weeks/months after which delivery would commence subject to Transnet's approval of the pre-production sample(s) or prototype(s), calculated as from the date of such approval:

\_\_\_\_\_

**5. MANUFACTURERS**

The Respondents must state hereunder the actual manufacturer(s) of the Goods tendered for:

**5.1 Local Manufacturer(s):**

RFP ITEM NO.	NAME	BUSINESS ADDRESS

**5.2 Foreign Manufacturer(s):**

RFP ITEM NO.	NAME	BUSINESS ADDRESS

**6. NATIONAL RAILWAY SAFETY REGULATOR ACT**

In compliance with the National Railway Safety Regulator Act, 16 of 2002, the successful Respondent [**the Supplier**] shall ensure that the Goods to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set out in **Annexure.....**[Specifications and Drawings] of this RFP, and shall also adhere to railway safety requirements and/or regulations [as applicable]. Permission for the engagement of a subcontractor by the Supplier, as applicable, both initially and during the course of a contract, shall be subject to a review of the capability of the proposed subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organisation.

**Accepted:**

<b>YES</b>	
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<b>NO</b>	
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## 7. SERVICE LEVELS

- 7.1** An experienced national account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 7.2** Transnet will have quarterly reviews with the Supplier/Service provider's account representative on an on-going basis.
- 7.3** Transnet reserves the right to request that any member of the Supplier/Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 7.4** The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
- a) Random checks on compliance with quality/quantity/specifications
  - b) On-time delivery
- 7.5** The Supplier must provide a telephone number for customer service calls.
- 7.6** Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Supplier of its intention to do so.

### Acceptance of Service Levels:

<b>YES</b>	
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<b>NO</b>	
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## 8. TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES

- 8.1** Respondents shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFP process, to participate with Transnet in its continuous improvement initiatives to reduce the total cost of ownership [TCO], which will reduce the overall cost of transportation Goods/Services and related logistics provided by Transnet's operating divisions within South Africa to the ultimate benefit of all end-users.

### Accepted:

<b>YES</b>	
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<b>NO</b>	
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If "yes", please specify details in paragraph 6.2 below.

- 8.2** Respondents must briefly describe their commitment to TCO and continuous improvement initiatives and give examples of specific areas and strategies where cost reduction initiatives can be introduced. Specific areas and proposed potential savings percentages should be included. Additional information can be appended to the Respondent's Proposal if there is insufficient space available below.

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## 9. RISK

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by the Respondent, in relation to:

### 9.1 Quality and specification of Goods/Services delivered:

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**9.2 Continuity of supply:**

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**9.3 Compliance with the Occupational Health and Safety Act, 85 of 1993:**

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**9.4 Compliance with the National Railway Safety Regulator Act, 16 of 2002:**

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

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

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

**SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS**

I/We \_\_\_\_\_  
 [name of entity, company, close corporation or partnership] of [full address]

\_\_\_\_\_

carrying on business trading/operating as

represented by \_\_\_\_\_

in my capacity as \_\_\_\_\_

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated \_\_\_\_\_ to enter into, sign execute and complete any documents relating to this proposal and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should Transnet decide to enter into Post Tender Negotiations with highest ranked bidder(s).

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I/We hereby offer to supply/provide the abovementioned Goods/Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

I/We agree to be bound by those conditions in Transnet's:

- (i) Master Agreement (which may be subject to amendment at Transnet's discretion if applicable);
- (ii) General Bid Conditions; and
- (iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

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

Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of award [the **Letter of Award**], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Award, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply/provision of Goods within 2 [two] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any



expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

Furthermore, I/we agree to a penalty clause/s which will allow Transnet to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed delivery of the Goods/Services due to non-performance by ourselves, , etc.

I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide Transnet with cause for cancellation.

#### ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The domicilium citandi et executandi shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its domicilium citandi et executandi hereunder:

Name of Entity: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Address: \_\_\_\_\_

#### NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Supplier/Service provider**] will be informed of the acceptance of its Proposal. Transnet will also publish the outcome of the tender, including successful and unsuccessful bidders, in the National Treasury e-tender portal. Any unsuccessful bidder has a right to request reasons for the bid not to be successful and Transnet has a duty to provide those reasons on receipt of the request from the bidder.

#### VALIDITY PERIOD

Transnet requires a validity period of 180 Business Days [from closing date] against this RFP, excluding the first day and including the last day.

#### NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [**C.C.**] on whose behalf the RFP is submitted.

(i) Registration number of company / C.C. \_\_\_\_\_

(ii) Registered name of company / C.C. \_\_\_\_\_

(iii) Full name(s) of director/member(s)	Address/Addresses	ID Number(s)
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## RETURABLE DOCUMENTS

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids based on the consequences of non-submission as indicated below:

Mandatory Returnable Documents	<b>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFP <u>will</u> result in a Respondent's disqualification.</b>
Returnable Documents Used for Scoring	<b>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</b>
Essential Returnable Documents	<b>Failure to provide essential Returnable Documents <u>will</u> result in Transnet affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.</b>

**All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.**

### a) Mandatory Returnable Documents

Respondents are required to submit with their bid submissions the following **Mandatory Returnable Documents**, and also to confirm submission of these documents by so indicating [Yes or No] in the tables below:

<b>MANDATORY RETURNABLE DOCUMENTS</b>	<b>SUBMITTED [Yes/No]</b>
SECTION 4 : Pricing and Delivery Schedule	

### b) Returnable Documents Used for Scoring

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **Returnable Documents Used for Scoring** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

<b><u>RETURNABLE DOCUMENTS USED FOR SCORING</u></b>	<b>SUBMITTED [Yes or No]</b>
<b>Respondent's valid proof of evidence to claim points for compliance with Specific Goals' requirements as stipulated in Section 9 of this RFP</b> B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline	
EME or QSE 51% Black Owned (B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate)	

<b><u>RETURNABLE DOCUMENTS USED FOR SCORING</u></b>	<b>SUBMITTED [Yes or No]</b>
TECHNICAL ASSESSMENT	
TECHNICAL FUNCTIONALITY	

**c) Essential Returnable Documents:**

Over and the above the requirements of section (a) and (b) mentioned above, Respondents are further required to submit with their Proposals the following **Essential Returnable Documents** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
SECTION 1: SBD1 FORM	
SECTION 5 : Proposal Form and List of Returnable documents	
SECTION 6 : Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7 : RFP Declaration and Breach of Law Form	
SECTION 9: Specific goals points claim form	
SECTION 10: Protection of Personal Information	
CSD Registration report	
Tax Compliance Status	

**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its valid proof of B-BBEE status, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_  
Respondent's Signature\_\_\_\_\_  
Date & Company Stamp

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

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

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

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

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

## SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFP, MASTER AGREEMENT & APPLICABLE DOCUMENTS

**By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFP. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such term or condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:**

1	Transnet's General Bid Conditions
2	Transnet's Supplier Integrity Pact
3	Non-disclosure Agreement
4	Supplier Declaration Form
5	Specifications and drawings attached to this RFP

**Note:** Should a Respondent be successful and awarded the bid, they will be required to complete a Supplier Declaration Form for registration as a vendor onto the Transnet vendor master database.

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. 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. A material deviation from any term or condition may result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond on, before submitting the bid. **The Bidder agrees that he/she will have no claim or cause of action based on an allegation that any aspect of this RFP was unclear but in respect of which he/she failed to obtain clarity.**

The bidder understands that his/her Bid will be disqualified if the Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and complete in every respect.

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_  
Name \_\_\_\_\_

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

2 \_\_\_\_\_  
Name \_\_\_\_\_

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

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

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

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

**SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM**

NAME OF ENTITY: \_\_\_\_\_

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

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Proposal [**RFP**];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Goods/Services as well as Transnet information and Employees, and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. At no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
5. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner;
6. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
7. We declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid;
8. We declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of Transnet;
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFP; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

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

ADDRESS:

Indicate nature of relationship with Transnet:

**[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet. Information provided in the declarations may be used by Transnet and/or its affiliates to verify the correctness of the information provided]**

11. 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 entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

#### **BIDDER'S DISCLOSURE (SBD4)**

### **12 PURPOSE OF THE FORM**

12.1 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.

12.2 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.

### **13 Bidder's declaration**

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

13.1.1. 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

<sup>1</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.


13.2 Do you, or any person connected with the bidder, have a relationship with any

Person who is employed by the procuring institution?

**YES/NO**

13.2.1. If so, furnish particulars:

.....  
 .....

13.3 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**

13.3.1. If so, furnish particulars:

.....  
 .....

## 14 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:

14.1 I have read and I understand the contents of this disclosure;

14.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

14.3 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>2</sup> will not be construed as collusive bidding.

14.4 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.

14.5 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.

<sup>2</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.



14.6 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.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 12, 13 and 14 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.

#### BREACH OF LAW

We further hereby certify that I/we (the bidding entity and/or any of its directors, members or partners) **have/have not been** [delete as applicable] 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 Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

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 Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

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

For and on behalf of	AS WITNESS:
duly authorised hereto	
Name:	Name:

Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC
Place:	Registration Name of Company/CC

---

Respondent's Signature

---

Date & Company Stamp

Date & Company Stamp

## SECTION 9 : SPECIFIC GOALS POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000.**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included);

1.2 bid is estimated to **not exceed** R50 000 000 (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;
- (b) B-BBEE Status Level of Contribution; and
- (c) Any other specific goal determined in Transnet preferential procurement policy.

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

	POINTS
<b>PRICE</b>	<b>80</b>
Specific goals – Scorecard	
-B-BBEE Level of contributor (1 or 2)	<b>10</b>
- EME or QSE that are at least 51 % Black Owned	<b>10</b>
- Non-Compliant and/or B-BBEE Level 3-8 contributors	
<b>Total points for Price and Specific Goals must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of evidence for any of the specific goals together with the bid will be interpreted to mean that preference points 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) **"Ownership"** means 51% black ownership
- (e) **"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;
- (f) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"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);
- (h) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (i) **"Price"** includes all applicable taxes less all unconditional discounts.
- (j) **"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.
- (k) **"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);
- (l) **"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.
- (m) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

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

##### 3.23.2

Selected Specific Goal	Number of points allocated (20)
B-BBEE Level of contributor (1 or 2)	10
- EME or QSE that are at least 51 % Black Owned	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

#### 4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate

- 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</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

- 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 Transnet or regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

#### 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution:                      .                      =                      .....(based on point distribution per Table 3.2)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in table 3.2 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 7. SUB-CONTRACTING

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

(Tick applicable box)

YES		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	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with any of the following enterprises:

Designated Group: An EME or QSE which is at last 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

## 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

- Y Partnership/Joint Venture / Consortium
- Y One person business/sole propriety
- Y Close corporation
- Y Company
- Y (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
 .....

8.6 COMPANY CLASSIFICATION

- Y Manufacturer
- Y Supplier
- Y Professional Supplier/Service provider
- Y 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 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 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 evidence regarding specific goals or any other matter required in terms of the Preferential Procurement Regulations, 2022 which will affect or has affected the evaluation of a bid 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: .....

ADDRESS.....



**SECTION 10: PROTECTION OF PERSONAL INFORMATION**

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 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. Transnet will process all information by the Respondent 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.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information 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.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFP, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet 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 this RFP (physically, through a computer or any other form of electronic communication).
9. Transnet shall notify the Respondent in writing of any unauthorised access to information, 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 Respondent must

take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

**Respondents are required to provide consent below:**

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

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against 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 the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFP is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: \_\_\_\_\_

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



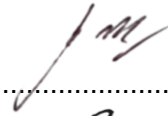



A Division of Transnet SOC Limited

## Technology Management, Track Technology

### BBC1650, Version 3

#### User Requirement Specification for the supply of CLAMPS for use with boltless Rail Joints on ballasted track

Author(s)	Engineer	N. Manikam	
	Track Technology Management		.....
	Senior Engineer	W. Swart	
	Track Technology Management		.....
Reviewed	Senior Technologist	J. Meyer	
	Track Technology Management		.....
Approved and Authorized	Principal Engineer	D. Budhram	
	Track Technology Management		.....

**Date: 10 March 2022**

Circulation Restricted To: Transnet Freight Rail  
Transnet and Relevant Third Parties  
Restricted

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**Document version**

<b>Amendment number</b>	<b>Section amended</b>	<b>Summary of amendments</b>	<b>Date issued</b>
1	ALL	Original specification updated (BBG1650)	14/03/2014
2	ALL	Updated BBG1650, Version 1	24/06/2020
3	ALL	Complete revision of BBG1650, Version 2	10/03/2021

***This document supersedes all documents with the same document number published prior to the date of publishing of this document. In addition, this document supersedes all documents relating to the supply and manufacture for clamps including CCE 1-51- 1962.***

## 1 Document scope

This specification governs the manufacture and supply of clamps used in conjunction with boltless joggle plates to temporarily clamp broken or long welded rails. Clamp designs covered in this specification include:

- a) Clamps manufactured according to Transnet design for use on ballasted track, commonly referred to as 'G-clamps';
- b) Clamps designed and manufactured by the suppliers in accordance with design requirements in this specification for use on ballasted track;

This specification does **not** cover the design, manufacture, and supply of clamps intended for use on track slab or equivalent non-ballasted track structures.

## 2 Reference documentation

A list of the referencing documents used to develop this standard is listed below and may be referred to for further information.

- Specification for Clamps for Boltless Joints in Permanent Way, CCE 1/51 – 1962;
- User Requirement Specification for Clamps for Boltless Rail Joints, BBC1650, version 1;
- User Requirement Specification for Clamps for Boltless Rail Joints, BBC1650, version 2;
- Specification for Fish bolts, Crossing and 'J' Bolts for Permanent Way, CCE 1/19 – 1969 (revised February 1973 (Metric);
- Manual for Track Maintenance, BBB0481, Version 2.
- Drawing specification for Joggled fishplate for thermite welded rail joints, drawing No. E-3279 sheet 2 amendment 3;
- Clamp for boltless joint, Transnet drawing E-3280;
- Joggled Junction fishplate for 57-60 kg SAR/ UIC 60 Rail joint; Transnet drawing E-3232
- Joggled Fishplate used at "thermit" welded rail joint, Transnet drawing E-3281 sheet 1 (48/51 kg);

- Joggled Fishplate for thermit welded rail joint, Transnet drawing E-3281 sheet 2 (48/51 kg);
- Joggled Fishplate for use with Thermit- welded Rail joint, Transnet drawing E-3333 (S-60);
- BS EN ISO 683-1:2018, Heat-treatable steels, alloy steels and free-cutting steels- Part 1: Non-alloy steels for quenching and tempering (ISO 683-1:2016);
- BS EN 10293: 2015, Steel castings — Steel castings for general engineering uses;

### 3 Definitions

The terms used and defined in this document is referenced to Transnet Freight Rail Manual for Track Maintenance.

Abbreviation	Definition
TFR	'TFR' refers to Transnet Freight Rail, and is the largest operating division within Transnet SOC Ltd.
<i>TFR Track Technology Management or Track Technology Management</i>	TFR Track Technology Management is a department within TFR, and acts as agent for TFR.
<i>Concrete Sleeper or Bearer</i>	This refers to the concrete beam that supports the rail and facilitates load transfer from superstructure to substructure. The words 'sleeper' and 'bearer' maybe used interchangeably.
Boltless joggle Plates	Permanent way sub-component used in conjunction with clamps to fasten rail sections together at joints in a non-permanent manner without drilling of the rail. This term will be used synonymously with the term joggle plate in this specification
Fish plates	Fish plates is a permanent way sub-component used in conjunction clamps or bolts to fasten rail sections together at joins in non-permanent or permanent manner. The term fish plate in various locations including drawings, but for standardization will be referred to as joggle plates.

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Functional failure	Failure of a system that inhibits the further use of the component in the specified manner.
Cast	A cast shall be considered as a group of castings poured from one ladle of finished steel.
Clamp or Clamp assembly	A typical clamp assembly consists of the clamp body, bolt, lock nut and anvil.



## **4 Manufacture and supply of clamps according to TFR design**

### **4.1 Clamp design**

#### **4.1.1 The clamp assembly consists of the following components:**

- a. Clamp
- b. Bolt
- c. Lock nut
- d. Anvil

#### **4.1.2 The clamp assembly must be designed and manufactured according to drawing E3280 as supplied in Annexure A and in accordance with this specification.**

### **4.2 Clamp body**

#### **4.2.1 Manufacturing process of the clamp body**

- 4.2.1.1 The clamp body shall be manufactured through a process of forging or casting and shall be produced in accordance with current best practices.
- 4.2.1.2 The manufacturer must provide a description of the proposed manufacturing process and must be supplied during the approval stages.

#### **4.2.2 Chemical composition of the Steel**

- 4.2.2.1 The steel used to manufacture the clamp body must conform to the material chemical properties for material type C40, as specified in BS EN ISO 683-1: 2018, in the case of forging; or alternatively GE300, as specified in BS EN 10293: 2015, in the case of casting. The required material chemical properties are specified in Table 1.

Table 1: Chemical Composition

Element	Unit	C40 (BS EN ISO 683-1: 2018)	GE300 (BS EN 10293: 2015)
Carbon	%	0.37-0.44	0.45 (maximum)*
Manganese	%	0.50-0.80	0.60 (maximum)*
Silicon	%	0.1-0.40	1.00 (maximum)*
Phosphorus	%	0.05 (maximum)	0.035 (maximum)
Sulphur	%	0.045 (maximum)	0.030 (maximum)
Chromium	%	0.0.40 (maximum)	-
Molybdenum	%	0.1 (maximum)	-
Nickel	%	0.40 (maximum)	-

\* Values sourced for equivalent material Grade A3 from BS 3100:1991. To be used for reference purposes only.

4.2.2.2 In the event of a revision of these specifications as listed in clause 4.2.2.1, suppliers may elect to use these specifications provided it satisfies the requirements of this specification.

4.2.2.3 The microstructure of the clamp body shall contain tempered martensite.

4.2.2.4 The manufacturer shall supply TFR with a certified material chemical composition analysis report of each batch during the production phase. The report shall be verified by TTM.

#### 4.2.3 Physical dimensions

4.2.3.1 The clamp body must be designed and manufactured according to drawing E3280 as supplied in Annexure A and in accordance with this specification.

#### 4.2.4 General finish

4.2.4.1 All castings shall be clean, sound, and free of defects including holes, and other flaws. The casting shall be properly cleaned, fettled and dressed. Attention must be given to the removal of sharp edges.

4.2.4.2 Minor surface defects, holes, etc. with depth  $\leq 0.5\text{mm}$  and radius  $\leq 1\text{mm}$  may be smoothed out.

4.2.4.3 TFR may request the clamp body castings kept separately according to their manufacturing batches until they have conducted a visual examination of each casting batch and approve the casting quality, dimensional verification, etc. TFR reserves the right to select two clamp body castings from the total batch for laboratory testing.

4.2.4.4 The flash formed on the surface of the clamp body during the manufacturing must be removed to avoid injury caused during in-track use.

#### 4.2.5 Heat treatment

4.2.5.1 All clamp body castings shall be annealed, hardened and tempered to obtain the mechanical properties provided in section 4.2.6. This process must be outlined in the proposed manufacturing process, as specified in clause 4.2.1.2.

#### 4.2.6 Material mechanical properties

4.2.6.1 Material properties as specified in clause 4.2.6.2 is applicable to the clamp body only.

4.2.6.2 The material mechanical properties of the manufactured clamp bodies, for material types C40 when forged; or GE300 when cast, must be in accordance with Table 2.

Table 2: Material mechanical properties

Property	Unit	C40 (BS EN ISO 683-1: 2018)	GE300 (BS EN 10293: 2015)
Tensile strength	MPa	600 - 750	600 - 750
Yield strength (0.2% Proof)	MPa	350 (minimum)	300 (minimum)
Elongation	%	19 (minimum)	15 (minimum)
Impact strength	J	-	27J (minimum)

4.2.6.3 This supplier/manufacturer will be required to supply TFR with evidence in the form of reports indicating the material mechanical properties of the steel used for the manufacturing of the clamp bodies. The report shall be verified by TTM.

#### 4.2.7 Tolerances

4.2.7.1 All tolerances not indicated in Annexure A or specified in this specification shall be taken as a tolerance of  $\pm 1.0$  mm for dimensions up to 50 mm, and  $\pm 2.0$  mm for dimensions greater than 50 mm.

### 4.3 Bolt, Lock Nut and Anvil design

#### 4.3.1 Manufacture of the bolt, anvil and lock nut

- 4.3.1.1 The bolt, anvil, and lock nut may be cast, forged or machined and will be left to discretion of the manufacturer.
- 4.3.1.2 The manufacturer must provide a description of the proposed manufacturing process and must be supplied during the approval stage.
- 4.3.1.3 Material mechanical properties for bolt, anvil, and lock nut must be in accordance with clause 4.3.5.

#### 4.3.2 Chemical composition of the Steel

- 4.3.2.1 The steel used to manufacture the bolt, anvil and lock nut must conform to the material chemical properties for material type 34CrNiMo6, as specified in BS ISO 683-1: 2018, EN10277-5: 1999, and EN DIN10083-3: 2007. Equivalent steel including EN24T, 817M40 as specified in BS 970-2: 1955 and BS 970-3: 1991 respectively may also be used.
- 4.3.2.2 The required material chemical properties are specified in Table 3.

Table 3: Chemical Composition

Element	Unit	34CrNiMo6 (BS ISO 683-1: 2018/ EN10277-5: 1999/ EN DIN10083-3: 2007)
Carbon	%	0.30-0.38
Manganese	%	0.50-0.80
Silicon	%	0.1-0.40
Phosphorus	%	0.25 (maximum)
Sulphur	%	0.035 (maximum)
Chromium	%	1.30-1.70
Molybdenum	%	0.15-0.30
Nickel	%	1.30-1.70
Copper		0.40 (maximum)

- 4.3.2.3 In the event of a revision of these specifications as listed in clause 4.3.2.1, suppliers may elect to use these specifications provided it satisfies the requirements of this specification.

### 4.3.3 Physical properties

- 4.3.3.1 The bolt, anvil, and lock nut must be designed and manufactured according to drawing E3280 as supplied in Annexure A and in accordance with this specification.
- 4.3.3.2 Nuts other than self-locking must be square as specified in the design.

### 4.3.4 General finish

- 4.3.4.1 The bolts and lock nuts must be manufactured within permissible tolerances as specified in Annexure A. The bolts and lock nuts must be sound, well finished, clean and free from defects of any kind.
- 4.3.4.2 The chamfer on the lock nuts and square bolt heads shall be  $30^\circ \pm 5^\circ$ . All square bolt heads unless otherwise stated on the design drawings must be chamfered on their upper faces.
- 4.3.4.3 The flash formed on the surface of the bolt, nut and anvil during the manufacturing must be removed to avoid injury caused during handling.
- 4.3.4.4 The ends of the bolt may be finished with either a  $45^\circ$  chamfer to a depth slightly exceeding the depth of the thread or be rounded off with a radius not less than the shank diameter.

### 4.3.5 Material mechanical properties

- 4.3.5.1 Material properties as specified in clause 4.3.5.2 is applicable to the bolt, anvil, and lock nut only.
- 4.3.5.2 The material mechanical properties of the manufactured bolt, anvil and lock nut, for material types 34CrNiMo6 or equivalently EN24T, or 817M40, must be in accordance with Table 4.

Table 4: Material mechanical properties

Property	Unit	34CrNiMo6/ EN24T/ 817M40
Tensile strength	MPa	1000-1200
Yield strength (0.2% Proof)	MPa	800 (minimum)
Elongation	%	11 (minimum)
Izod	J	-
Charpy	J	45 (minimum)
Hardness (HB)		-

- 4.3.5.3 This supplier/manufacturer will be required to supply TFR with evidence in the form of reports indicating the material mechanical properties of the steel used for the manufacturing of the bolt, anvil and nut.

#### 4.3.6 Screw threads

- 4.3.6.1 The thread shall be either rolled or cut according to the thread type and pitch as specified in Annexure A.
- 4.3.6.2 The length of the threaded portion of the bolt shall be as specified in Annexure A.

#### 4.3.7 Permissible tolerances

- 4.3.7.1 The length of the bolt manufactured must be correct within a tolerance as specified in Annexure A.
- 4.3.7.2 The undercut must be correct within the tolerance specified in Appendix A.
- 4.3.7.3 The head of the bolt is square and must be manufactured to the tolerances as specified in Appendix A.
- 4.3.7.4 The lock nut shall be correct within the tolerances specified in Appendix A.
- 4.3.7.5 All tolerances that are not indicated in Annexure A or specified in this specification shall be taken as a tolerance of  $\pm 0.5$  mm for dimensions up to 50 mm, and  $\pm 1.0$  mm for dimensions greater than 50 mm.
- 4.3.7.6 The supplier shall provide TFR with proof in the form of a report for the respective tolerances after machining/threading as specified in annexure A.

#### 4.4 Documentation

- 4.4.1 The supplier must provide TFR with the necessary documentation, as outlined in clause 18, and is inclusive of but not limited to compliance certificates, mechanical properties information, laboratory test results, quality assurance tests, technical information and any other information the bidder considers relevant free of charge during the approval phases.

### **5 Design, manufacture, and supply of clamp (non- TFR design)**

#### 5.1 General design requirements

- 5.1.1 The clamp must be designed to fit rail profiles and corresponding joggle plates used on the TFR network including: SAR48; SAR57; S60; UIC60 and 60E1 as referenced in Annexure 14 of the Manual for Track Maintenance, BBB0481 Version 2 and drawings E-3281, E-3279 and E-3333 as presented in Annexure B.

- 5.1.2 The design of the clamp must consider the installation of the clamp and access restrictions between adjacent sleepers, rails and ballast for Turnout and Open – track configurations, inclusive of:
- 5.1.2.1 Rail types include: SAR48, SAR57, S60, UIC60, and 60E1.
  - 5.1.2.2 Rails may be rotated at 1:20 from the vertical plane (i.e. inclined rails) or flat.
  - 5.1.2.3 Sleeper types include universal turnout sleepers, dedicated concrete bearers, timber sleepers, P2, F4, PY and FY open track concrete bearers.
  - 5.1.2.4 Sleeper spacing measured from centre to centre ranges between 600 mm to 700 mm for open track and 559 mm to 700 mm for turnouts. The maximum width of a sleeper that must be considered is 250 mm.
  - 5.1.2.5 Height clearance between rail foot and ballast bed ranges between 0 mm and 100mm with ballast removed up to a depth of 100 mm for installation of the clamp.
- 5.1.3 The design must ensure a minimum clearance of 3 mm between the body of the clamp and the rail foot, of the largest rail profile, when fully assembled in track.
- 5.1.4 The maximum distance between the bottom of the rail and the bottom of the clamp must be less than or equal to 85 mm.
- 5.1.5 The top of the clamp must be 50 mm lower than the rail top of a new rail.
- 5.1.6 The design of the clamp must ensure compatibility with the existing joggle plates as presented in drawings E-3281, E-3279 and E-3333 as presented in Annexure B.
- 5.1.7 The design of the clamp assembly must consist of as few as possible moving parts, with careful consideration of the gap required to fit the clamp around the foot of the rail in open track and turnouts. Design proposals of any alternative technology or method may be submitted to TFR for review and approval by TTM.
- 5.1.8 The clamp must be designed to provide a minimum clamping force of 100kN without plastic (permanent) deformation of the clamp.

- 5.1.9 The designed clamping force exerted by the clamp, as specified in clause 5.1.8 must be applied through the neutral axis of the rail with contact made between the clamp and the joggle plates in the recesses on the joggle plates as presented in Annexure B.
- 5.1.10 The clamp design must ensure that the clamping force is applied in such a manner that will keep the joggle plates parallel to the rail while applying a force that is perpendicular to the joggle plate.
- 5.1.11 The clamp must be designed in such a manner to facilitate the installation of a maximum of 4 clamps, or alternatively the application of the specified clamping force at up to 4 locations, in the recesses in the joggle plate as specified in Annexure B.
- 5.1.12 The clamp must be designed in such a manner to prevent the loosening of the clamp due to temperature changes, vibrations, bending of the rail, or movement of the track structure (dynamic loading) during the passage of trains resulting in a reduction in clamping force.
- 5.2 Safety and Security (anti-vandal feature)
- 5.2.1 The clamp assembly must be designed to prevent the unauthorized removal of the clamp without the use of supplier specified unique tools, and or equipment, and must include features to prevent theft and vandalism of the clamp.
- 5.3 Material mechanical properties
- 5.3.1 The material used for the design and manufacture of the clamp shall be left to the discretion of the manufacturer.
- 5.3.2 The surface must however be resistant to wear and surface damage, during normal use of the clamp, which includes the handling, transportation, installation, operation and removal.
- 5.4 Thread design (if applicable)
- 5.4.1 If applicable, the thread design of the clamp main locking bolts shall be designed and manufactured with an ACME type thread.
- 5.4.2 The angle of the thread specified in clause 5.4.1 shall be left to the discretion of the manufacturer.



## 5.5 Documentation

- 5.5.1 The supplier must provide TFR with the necessary documentation, as outlined in clause 18, and is inclusive of but not limited to compliance certificates, mechanical properties information, laboratory test results, quality assurance tests, technical information and any other information the bidder considers relevant free of charge during the approval phases.

## 6 Operating environment

- 6.1.1 The clamp must be designed to withstand rough handling, outside storage, less than ideal transportation and prolonged periods of use in the absence of maintenance, without experiencing functional failure of the clamp during installation, operation, or removal of the clamp.
- 6.1.2 The clamp must be designed to operate in an environment where the ambient temperatures range between -10 Celsius (°C) and 50 °C with equivalent rail temperatures ranges between -24.4 °C and 74 °C.
- 6.1.3 The clamp must be designed to perform the required function under the following dynamic conditions:
- 6.1.3.1 Axle loading of 30 tons per axle;
  - 6.1.3.2 Traffic speeds of up to 100 km/h;
  - 6.1.3.3 Applied wheel lateral loads of up to 60 kN (dynamic load) and 80 kN static load;
  - 6.1.3.4 Vertical rail deflections in excess of 1 mm;
  - 6.1.3.5 Lateral rail deflections of  $\pm 0.5$  mm;
  - 6.1.3.6 Annual line capacity in excess of 100 MGT (million gross tons);
  - 6.1.3.7 Impact loads due to a discontinuity of up to 20 mm in the rail's running surface for 0.15 MGT.

## 7 Approval

- 7.1 Approval of the product includes three phases, Phase 1, Phase 2 and Phase 3, as outlined in clause 7.2, 7.3, and 7.4 respectively.
- 7.2 Approval Phase 1

- 7.2.1 Approval phase 1 entails a documentation based evaluation of the technical capacity of a supplier and adherence to the requirements as stated in this specification and is based on the returned documentation as prescribed in the tender documentation.
- 7.2.2 Approval of proposed product must be obtained from TFR before commencing with the manufacture, and supply of test samples for inspection and test purposes as part of the approval process. Approval of the product for the manufacturing of test samples will be granted on the basis of the information provided to TFR as requested in clause 18 and meets the standards and requirements as specified in this specification.
- 7.2.3 The supplier will not be required to obtain approval as listed in clause 7.2.1 if the supplier is in possession of a valid letter of approval issued by TFR and in accordance with clause 7.5.

### 7.3 Approval phase 2

- 7.3.1 Approval: Phase 2 will comprise of the inspection and physical testing of samples provided as specified in clause 9 as well as verification of documentation as specified in clause 18.
- 7.3.2 Approval of the production or prototype product will be granted by TFR once the supplier satisfies the technical requirements, the product meets the requirements of this specification, and the product passes the laboratory testing requirements as specified in this specification.
- 7.3.3 Formal communication regarding the approval process and the outcome of approval phase 2 will be provided by TFR to the supplier.
- 7.3.4 Only once communication has been received by the supplier clearly indicating that the product has been approved by TFR, may the total order be supplied to TFR.

### 7.4 Phase 3

- 7.4.1 Approval phase 3 entails the in-service testing as specified in clause 9 with the aim of evaluating the in-service performance of the component/ system in an operating environment as specified in clause 5.5.1.
- 7.4.2 Approval phase 3 will only be applicable for the non-TFR design.

## 7.5 Currently approved clamps

7.5.1 Products that have previously been tested, approved and are currently being used by TFR will be deemed as compliant with this specification, subject to the following conditions:

- 7.5.1.1 The scope of previous application is appropriate for the current intended use as outlined in this specification.
- 7.5.1.2 The approval status has not been revoked.
- 7.5.1.3 In the event of a revision of this specification, the supplier must evaluate compliance to the revised specification prior to the submission of tender documentation.
- 7.5.1.4 Changes in the product offered (inclusive of manufacturer, material or design).

7.5.2 The supplier will not be required to go through the approval process listed in clause 7.3.1, if the supplier satisfies clause 7.5.1 and is in possession of a valid proof of approval issued by TFR.

## 8 Equipment

- 8.1 In the event of non-standard or specialized tools and equipment, the supplier must specify these tools and equipment required for the installation and removal of the clamp. These tools and equipment must be available for purchase as stand-alone items.
- 8.2 Tools and equipment as specified in clause 8.1 must be cost effective, easy to use, be manual in nature, and not requiring electricity or additional source of power.

## 9 Inspection and testing

- 9.1 All inspections and tests to be conducted by TTM during testing and evaluation of the clamp designs will be conducted at the TTM's Track laboratory, situated in Johannesburg unless stated otherwise.

- 9.1.1 Upon the successful approval of the product as part of Approval Phase 1, and subsequent notification by Supply Chain Services, the supplier will have a timeline as agreed upon between the respective parties to supply two (2) production/prototype samples of the clamp assembly free of charge to TFR for inspection and testing. These samples will be returned to the supplier upon completion of the inspection and/or testing. This will be applicable to both submissions on the TFR design and non-TFR design.
- 9.1.2 TFR will not be held liable for any damage incurred to the supplied samples during inspection and/or testing when conducted in accordance with the outlined standard inspection and testing procedure.
- 9.2 Inspection and Testing for Manufacture and supply of clamps according to the TFR design.
  - 9.2.1 Inspection
    - 9.2.1.1 The clamp assembly will be inspected and assessed by TFR to provide approval for the supply of the total order. TFR will evaluate the accuracy of the manufactured clamp assembly and workmanship in accordance with this specification.
  - 9.2.2 Testing
    - 9.2.2.1 The manufacturer must conduct the necessary tests required to prove that the material properties meets the requirements, as specified in clause 4.2.2.1, clause 4.2.6.2, clause 4.3.2.2, clause 4.3.5.2 and provide the results to TFR. TFR may request the supplier to conduct these tests in the presence of a TFR appointed technical representative.
    - 9.2.2.2 The manufacturer must conduct the proof load test of the bolt and nut, as specified in clause 9.4 and provide the results to TFR. TFR may request the supplier to conduct these tests in the presence of a TFR appointed technical representative.
    - 9.2.2.3 Laboratory component testing will be performed by TTM on the supplied samples during the approval stage.
    - 9.2.2.4 Laboratory testing initiated by TFR, as specified in clause 9.2.2.3 will be conducted in accordance with the laboratories standard test method TQM-TRL-STM-40 Clamps for boltless joints in permanent way.

9.2.2.5 The results from any of the tests performed may have a bearing on the approval status of the supplier.

### 9.3 Inspection and Testing for Design, manufacture, and supply of clamp (non-TFR design)

#### 9.3.1 Inspection

9.3.1.1 The clamp assembly will be inspected and assessed by TFR to provide approval for the supply of the total order. TFR appointed representatives will evaluate the accuracy of the manufactured clamp assembly, workmanship, and functionality in accordance with this specification and the supplied design drawings.

#### 9.3.2 Testing

9.3.2.1 The manufacturer must conduct the necessary tests required to prove that the material properties meets the requirements and provide the results to TFR. TFR may request the supplier to conduct these tests in the presence of TFR appointed technical representatives.

9.3.2.2 If included in the design, proof load test of the main bolt and nut as specified in clause 9.4 must be conducted by the manufacturer and subsequently provide the results to TFR for approval. TFR may request the supplier to conduct these tests in their presence.

9.3.2.3 Laboratory component testing will be performed by TFR on the supplied samples during the approval stage.

9.3.2.4 Laboratory testing initiated by TFR, as specified in clause 9.3.2.3 will be conducted using the laboratories standard test method TQM-TRL-STM-40 Clamps for boltless joints in permanent way.

9.3.2.5 If additional tests are required due to nature of the design the supplier will be informed before samples are supplied.

9.3.2.6 The results from any of the tests performed will have a bearing on the approval status of the supplier.

#### 9.4 Proof load test

9.4.1 Failure of the threaded fasteners due to over tightening can occur by means of bolt shank failure or stripping of the nut and/or bolt thread.

9.4.2 A proof load of 100 kN will be applied to the assembly. To pass the test the assembly:

- 9.4.2.1 Must have a plastic deformation of less than 0.5 mm measured between opposing faces of the clamp;
- 9.4.2.2 all threads of the clamp body, bolt, and nut must be functional (hand tightening and loosening of the bolt, and/or nut);

## **10 Surface treatment**

- 10.1 All components of the clamp assembly for the TFR design and non-TFR design must be treated with a corrosion inhibiting coating or treatment. Details of the proposed method must be submitted to TFR for approval.
- 10.2 The treatment of the surfaces as specified in clause 10.1 must not alter the material mechanical properties and result in deviations from the prescribed mechanical material properties as specified in **Table 2** and **Table 4** for the clamp body and anvil, nut and bolt respectively.
- 10.3 All components of the clamp assembly shall be cleaned, dried, and coated with a corrosion inhibiting grease for storage, transportation and thread treatment.

## **11 Technical Support and product documentation**

- 11.1 The supplier must provide the necessary technical support and documentation for approval:
  - 11.1.1 Operating manual which includes but not limited to the installation method, transportation, storage, handling, and maintenance requirements.
  - 11.1.2 Provide once-off physical training to TFR appointed representatives in Gauteng.
- 11.2 The supplier must indicate the type and frequency of maintenance required, inclusive of the grease to be used. Details of the proposed grease must be submitted to TFR for approval.

## **12 Quality Assurance and quality control**

- 12.1 The supplier is required to provide TFR with the quality management system (manufacturing plant) that will be used throughout the manufacturing and supply process.

12.1.1 The minimum detail to be submitted includes:

- 12.1.1.1 Typical quality control sheets;
- 12.1.1.2 Type and frequency of inspection and testing;
- 12.1.1.3 Method used to handle non-conformances;
- 12.1.1.4 Quality management organogram/staff.

12.2 TFR reserves the right to inspect or audit the manufacturing premises as and when required, this shall also include inspection of all manufactured clamps prior to delivery.

12.3 The quality control process will be left to the discretion of the supplier with control sheets made available to TFR as part of the approval Phase 1 and approval Phase 2 of the product.

12.4 TFR requires the supplier to provide a quality control plan which will include the necessary tests and inspections conducted on the product as part of the continuous quality control. TFR may from time to time request to be present when quality tests and inspections are performed.

12.5 TFR reserves the right to conduct a quality control audit on clamp assemblies. The audit may take place at the supplier/manufacturers production facility. Non-conformances may result in TFR suspending purchasing of the product until the deviation in quality has been addressed by the supplier. TFR will re-assess the non-conformances and if satisfied provide a recommendation to TFR to resume the purchasing of the product or may result in revoking the approval.

12.6 All non-conformities will be communicated to the supplier via Supply Chain Services for further consultation and intervention.

12.7 TFR reserves the right to conduct random sampling of the production batches and select samples for inspection and testing in accordance with this specification.

## **13 Guarantee**

13.1 The supplier will be required to provide a guarantee for the supplied components against all defects attributable to workmanship and quality of material for a period of two years after date of first installation with a maximum period of 3 years from the delivery date if maintained and used under operating conditions as defined in clause 11.

13.2 Components that fail in service before the expiration of the guarantee period shall be repaired or replaced by the supplier free of charge at the initial point of delivery.

## **14 Ergonomics**

- 14.1 All edges and corners shall be de-burred to prevent any injuries to the user as a result of sharp corners and edges.
- 14.2 The end-user must be considered during the design and manufacture of the clamp. Factors to be considered may include but is not limited to: overall size; mass; transportability; texture; and handling and must be in accordance with current best practice.

## **15 Marking**

- 15.1 The clamp body must be supplied with permanent markings including the manufacturer's name, date of manufacture, clamp type, the TFR logo, and a unique identification number.
- 15.2 Proposals for marking must be submitted to TFR for approval.
- 15.3 These marks must be permanent and remain visible throughout the life of the component.

## **16 Packaging**

- 16.1 Each clamp assembly shall be supplied in a protective sleeve for use throughout its life.

## **17 Environment and safety**

- 17.1 The clamp as well as packaging must be manufactured from sustainable materials that does not pose any unnecessary negative impact to the environment.
- 17.2 The selected grease must not be harmful to the environment or pose any threat to the safety and health of personnel.
- 17.3 Safety data sheet(s) must be supplied for all the grease as well as for any temporary corrosion protection coating used.



## 18 Documentation

### 18.1 Approval Phase 1 documentation

18.1.1 The supplier must provide TFR with the documentation listed in clause 18.1 for the purpose of approval Phase 1 of the respective designs including TFR design (clause 18.1.2), non-TFR design (clause 18.1.3), and currently approved designs (18.1.3.13).

18.1.2 Approval Phase 1 documents to be submitted for the manufacture and supply of clamps according to TFR design includes:

- 18.1.2.1 Product offered and supporting documentation;
- 18.1.2.2 Letter of compliance to the specification (confirmation of compliance);
- 18.1.2.3 Suppliers that use later versions of the specification as mentioned in clause 4.2.2.1 must indicate the version used during the bid process.
- 18.1.2.4 Description of mechanical properties of the materials to be used;
- 18.1.2.5 Detailed information on the proposed process used to manufacture clamp body, bolt, anvil, and lock nut including design tolerances;
- 18.1.2.6 Proposed surface treatment;
- 18.1.2.7 Sample of training material regarding the installation, transportation, storage, handling, and maintenance of the clamp;
- 18.1.2.8 Details of the grease to be used for storage, transportation, and maintenance of the clamp;
- 18.1.2.9 Proposed guarantee and terms of application;
- 18.1.2.10 Proposed method of marking of the clamp;
- 18.1.2.11 Proposed packaging;
- 18.1.2.12 Proposed or typical quality management system, inclusive but not limited to quality control sheets.

18.1.3 Approval Phase 1 documents to be submitted for the design, manufacture, and supply of clamp (non- TFR design)

- 18.1.3.1 Product offered, technical information of the design, proposed method of clamping, and relevant supporting documentation;
- 18.1.3.2 Letter of compliance to the specification (confirmation of compliance);
- 18.1.3.3 Mechanical properties of the materials to be used;
- 18.1.3.4 Description of own design process and test results (if available);
- 18.1.3.5 Anti-theft and vandal features proposal;

- 18.1.3.6 Proposed equipment to be used for installation, operation, and removal of clamp;
- 18.1.3.7 Details of surface treatment applied;
- 18.1.3.8 Sample of training material regarding the installation, transportation, storage, handling, and maintenance of the clamp;
- 18.1.3.9 Details of the grease to be used for storage, transportation, and maintenance of the clamp;
- 18.1.3.10 Proposed guarantee and terms of application;
- 18.1.3.11 Proposed method of marking of the clamp;
- 18.1.3.12 Proposed packaging.
- 18.1.3.13 Proposed or typical quality management system, inclusive but not limited to quality control sheets.

18.1.4 Approval Phase 1 documents to be submitted for approved clamp products, in accordance with clause 7.5, includes:

- 18.1.4.1 A letter/certificate issued by TFR for the approval of the product to be submitted as evidence.
- 18.1.4.2 Product offered and supporting documentation.

## 18.2 Approval Phase 2 documentation

18.2.1 The supplier must provide TFR with the documentation listed in clause 18.2 for the purpose of approval Phase 2 of the respective designs including TFR design (clause 18.2.2), non-TFR design (clause 18.2.3), and currently approved designs (clause 18.2.4).

## 18.2.2 Manufacture and supply of clamps according to TFR design

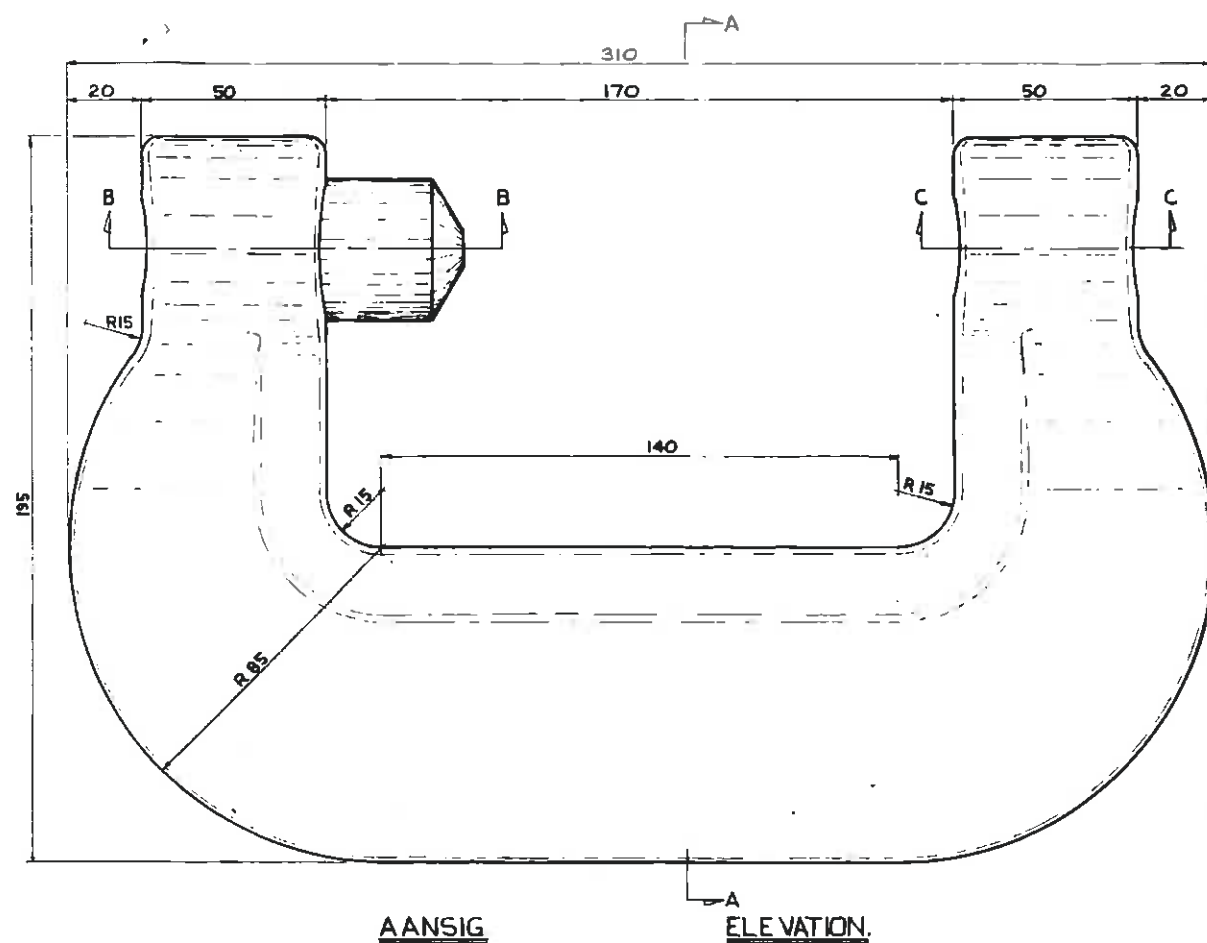
- 18.2.2.1 Mechanical properties of the materials used for the manufacture of the clamp assembly;
- 18.2.2.2 Chemical composition of steel used for the manufacture of clamp body, anvil, bolt, and lock nut;
- 18.2.2.3 Evidence of proof load test;
- 18.2.2.4 Detailed information on the process used to manufacture clamp body, bolt, anvil, and lock nut;
- 18.2.2.5 Details of quality assurance process and/or quality assurance certificate;
- 18.2.2.6 Details of surface treatment applied;
- 18.2.2.7 Details of the grease to be used for storage, transportation, and maintenance of the clamp;

- 18.2.2.8 Training material regarding the installation, transportation, storage, handling, and maintenance of the clamp;
  - 18.2.2.9 Guarantee and terms of application;
  - 18.2.2.10 Method of marking of the clamp;
  - 18.2.2.11 Description of packaging used;
- 18.2.3 Design, manufacture, and supply of clamp (non- TFR design)
- 18.2.3.1 Mechanical properties of the materials used for the manufacture of the clamp assembly;
  - 18.2.3.2 Chemical composition of steel used for the manufacture of respective clamp components;
  - 18.2.3.3 Details of quality assurance process and/or quality assurance certificate;
  - 18.2.3.4 Description of anti-theft and vandal features;
  - 18.2.3.5 List of equipment to be used for installation, operation, and removal of clamp;
  - 18.2.3.6 Surface treatment applied for clamp assembly;
  - 18.2.3.7 Details of the grease to be used for storage, transportation, and maintenance of the clamp;
  - 18.2.3.8 Training material regarding the installation, transportation, storage, handling, and maintenance of the clamp;
  - 18.2.3.9 Guarantee and terms of application;
  - 18.2.3.10 Details on method of marking of the clamp assembly;
  - 18.2.3.11 Description of packaging;
- 18.2.4 Approval Phase 2 documents to be submitted for currently approved clamp products, in accordance with clause 7.5
- 18.2.4.1 A letter/certificate issued by TFR for the approval of the product to be submitted as evidence.

END

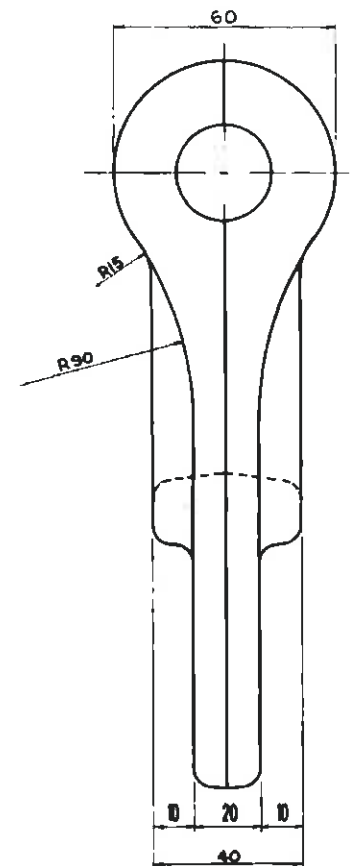
## **19 Annexures**

## **Annexure A**

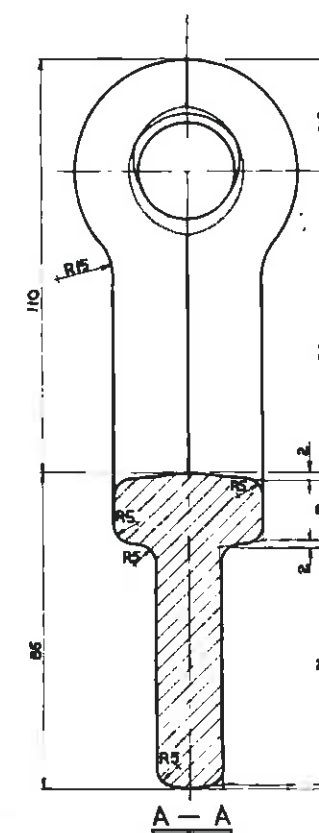


AANSIG

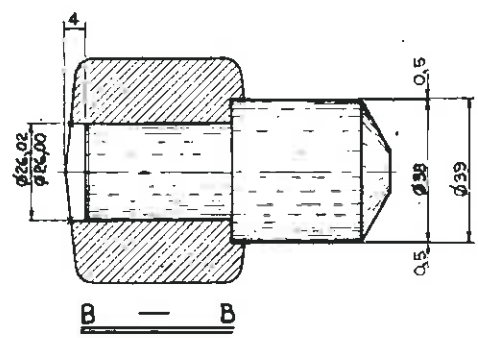
ELEVATION



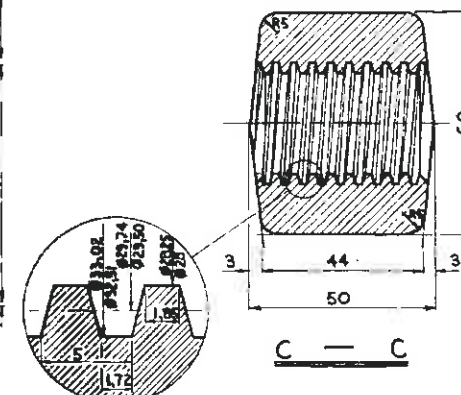
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END ELEVATION



A - A

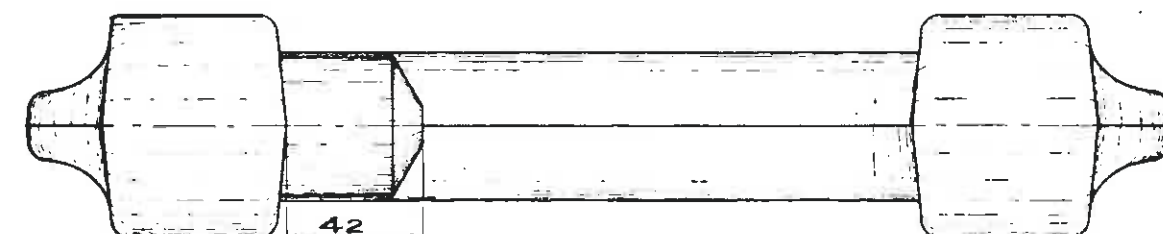


B - B



C - C

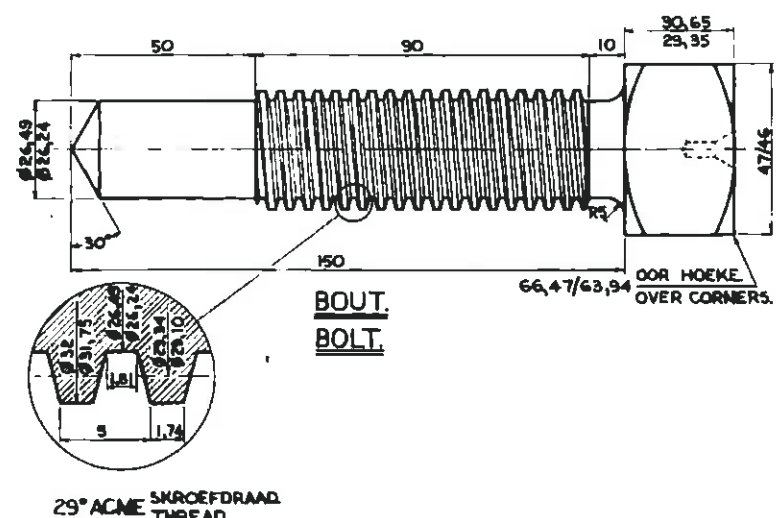
29° ACME SKROEFDRAAD  
THREAD



PLAN  
KLAMP-CLAMP

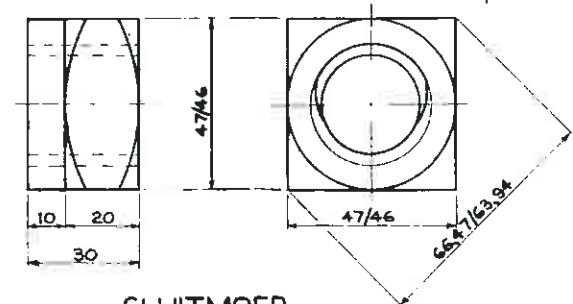


AAMBEELD  
ANVIL



BOUT  
BOLT

29° ACME SKROEFDRAAD  
THREAD

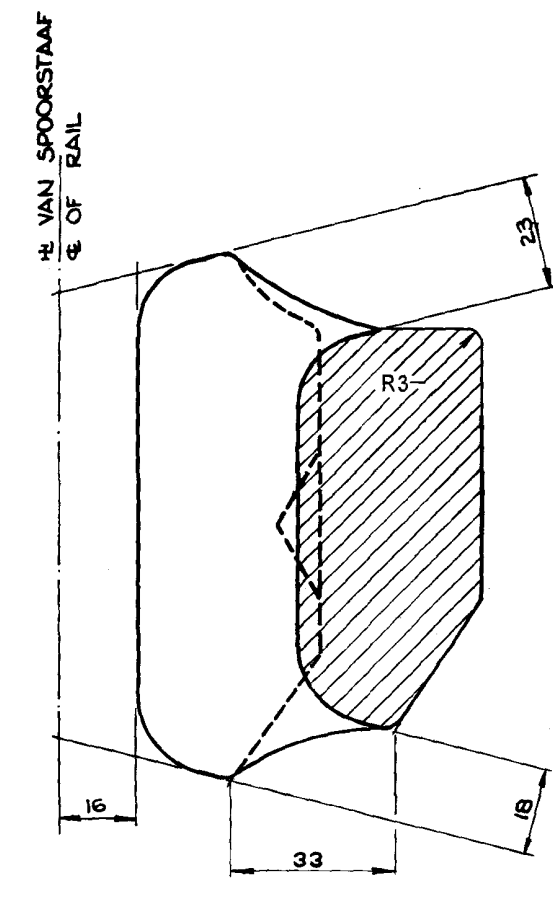


SLUITMOER  
LOCKNUT

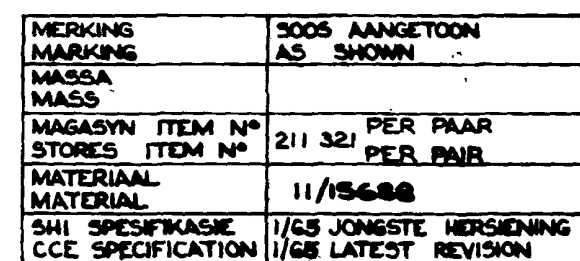
WYSINGS	AMENDMENTS
<p>1. TOLERANCE 027-027,25 OP 29° ACME SKROEFDRAAD VERANDER NA 028-028,25 EN MAGASYN ITEM NP BYGEVOEG. 081-05-11.</p> <p>2. 5-60 SPOORSTAAF BY TITELBLOK BYGEVOEG. 4-06-04.</p> <p>3. ONTWERP IN LYN OEBING MET PRODUKSE VERANDERING.</p> <p>4. VERLENG AAMBEELD MET 5mm &amp; VERANDER G-KLAMP RADUIS VANAF 15mm NA 10mm.</p> <p>5. VERANDER AAMBEELD LENGTE IN PLAN AANSIG P.BWART</p> <p>6. VERANDER G-KLAMP RADUIS TERUG NA 15mm</p>	<p>1. TOLERANCE 027-027,25 ON 29° ACME THREAD TO READ 028-028,25 AND STORES ITEM NP ADDED.</p> <p>2. 5-60 RAIL ADDED TO TITEL BLOCK.</p> <p>3. DESIGN BROUGHT IN LINE WITH PRODUCTION CHANGES. CP 2002 041 24/07/2002.</p> <p>4. CHANGE ANVIL LENGTH &amp; G-CLAMP RADUIS. BBC4508 Pictor Swart 20 March 2008</p> <p>5. CHANGE ANVIL LENGTH IN PLAN VIEW.</p> <p>6. CHANGE G-CLAMP RADUIS BACK TO 15mm</p>
OPMERKINGS	NOTES
<p>1. IYK SAJ SPECIFIKASIE VSA. JNOSTE REVISIE.</p> <p>2. VIR VEILIGE WERKING VAN G-KLAMP MOET BOUT TOT 400Nm WRINGKRAG VASGEMAAK WORD.</p>	<p>1. SEE CCE SPECIFICATION VSA LATEST REVISION.</p> <p>2. TORQUE BOLT 400Nm FOR SAFE G-CLAMP WORKING CONDITIONS.</p>
MAGASYN ITEM NP :- 53/20 333	STORES ITEM NP :- 53/20 333
SAS KLAMP VR LAS SONDER LASROUTE.	40/57 kg/5-60 SAR CLAMP FOR BOLTLESS JOINT.
NIE VOLGENS SKAAL / NOT TO SCALE	
<p>GETEKEN. <i>J. Swart</i></p> <p>DRAWN. <i>J. Swart</i></p> <p>NAGESIEN. <i>J. Swart</i></p> <p>CHECKED. <i>J. Swart</i></p>	<p>SYNOPSIS. <i>J. Swart</i></p> <p>CHIEF CIVIL ENGINEER.</p> <p>LEER NP :- M.24/5/14. -FILE NO. 57/14 -DATE</p>
N <sup>o</sup> E	TIPE / TYPE 3280
WYSINGS AMENDMENTS	7/1/15/6



## **Annexure B**



DEURSNEE      A-A  
SECTION



PLAN

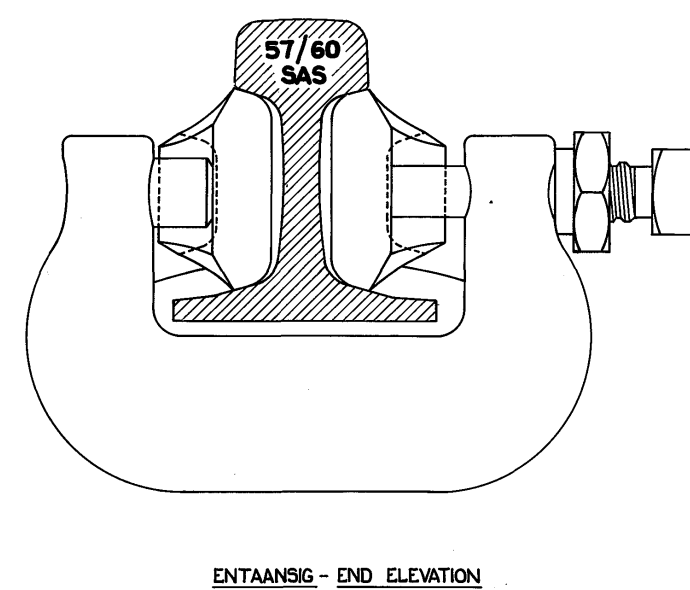
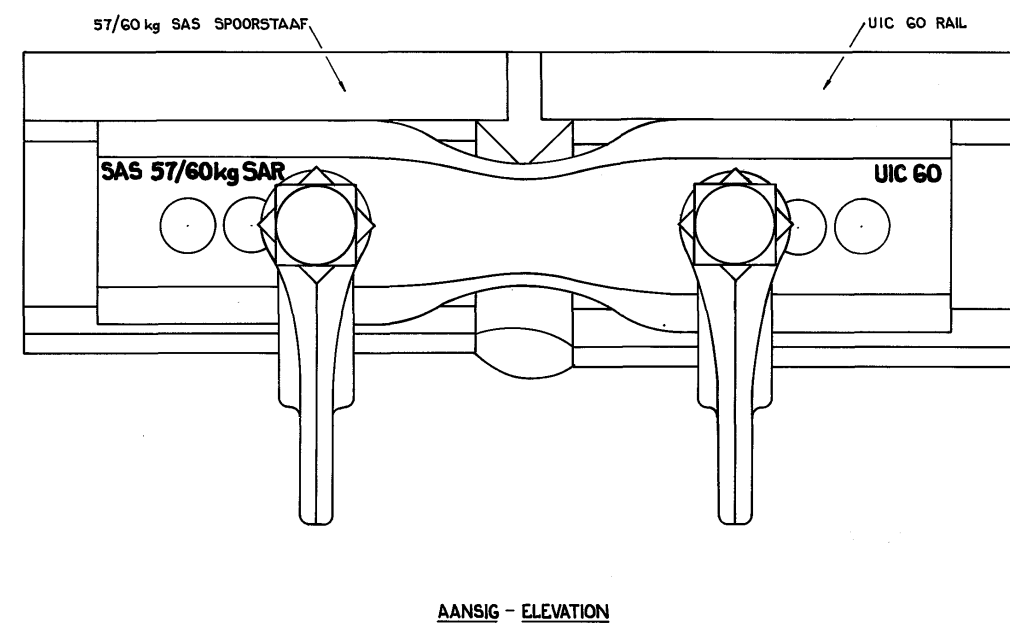
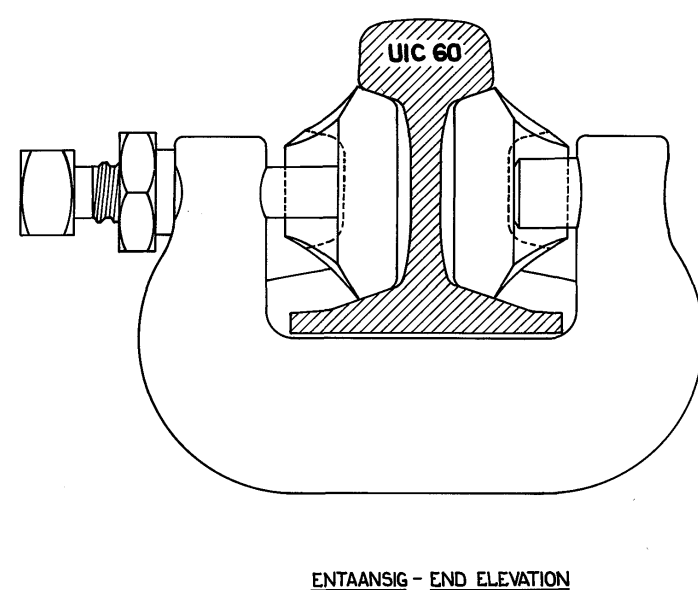
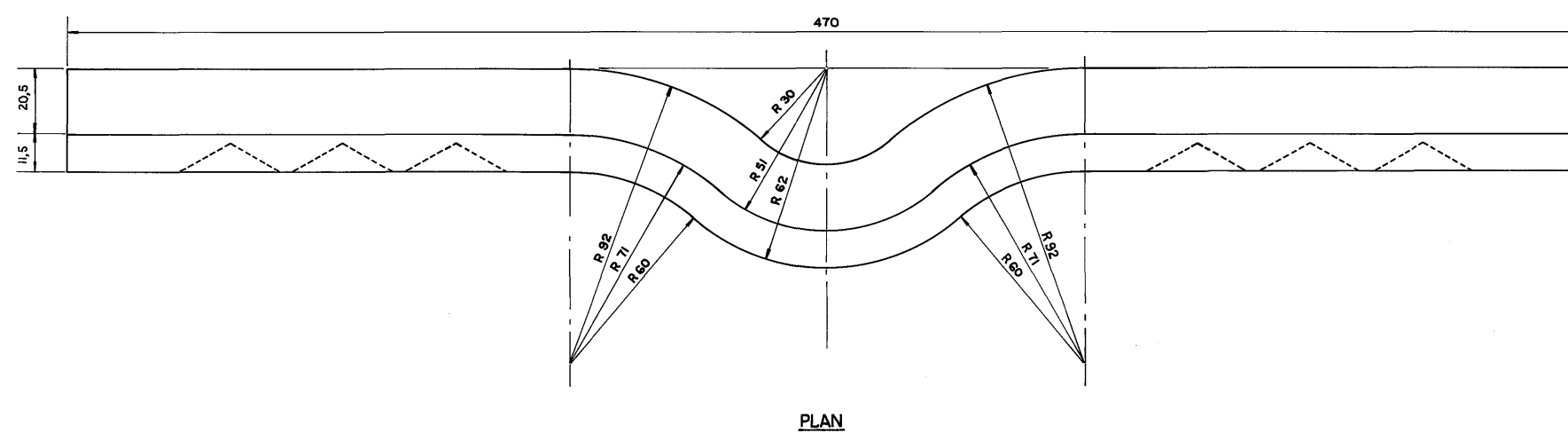
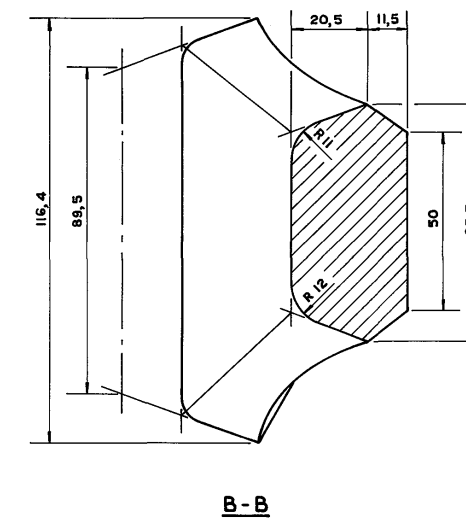
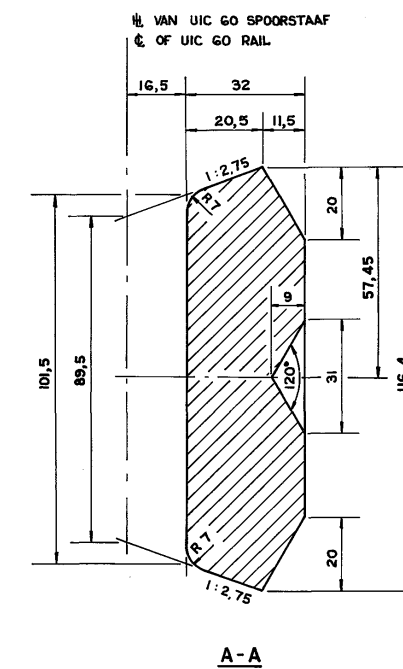
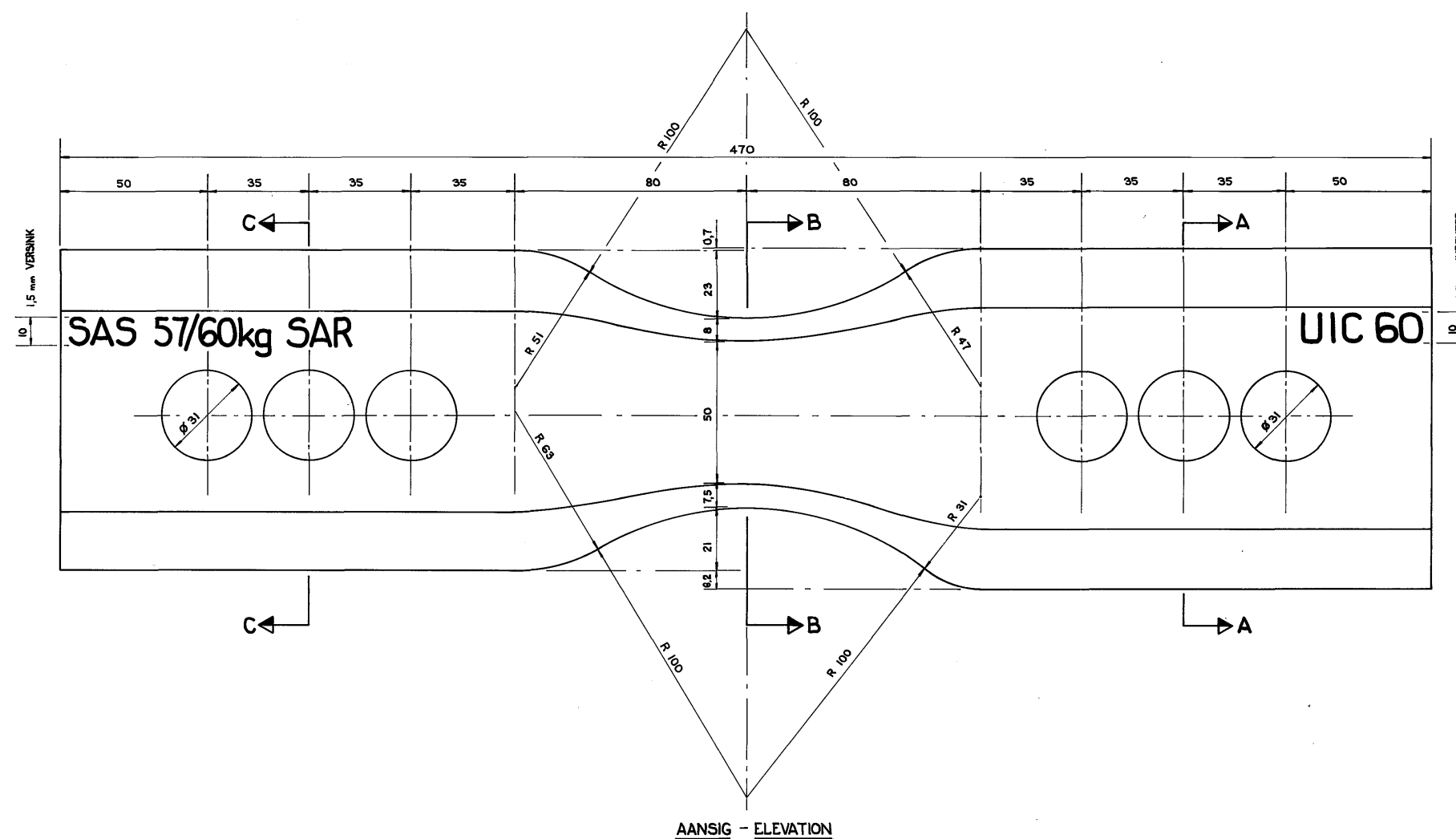
GEJOGGELDE LASPLAAT - JOGGLED FISHPLATE



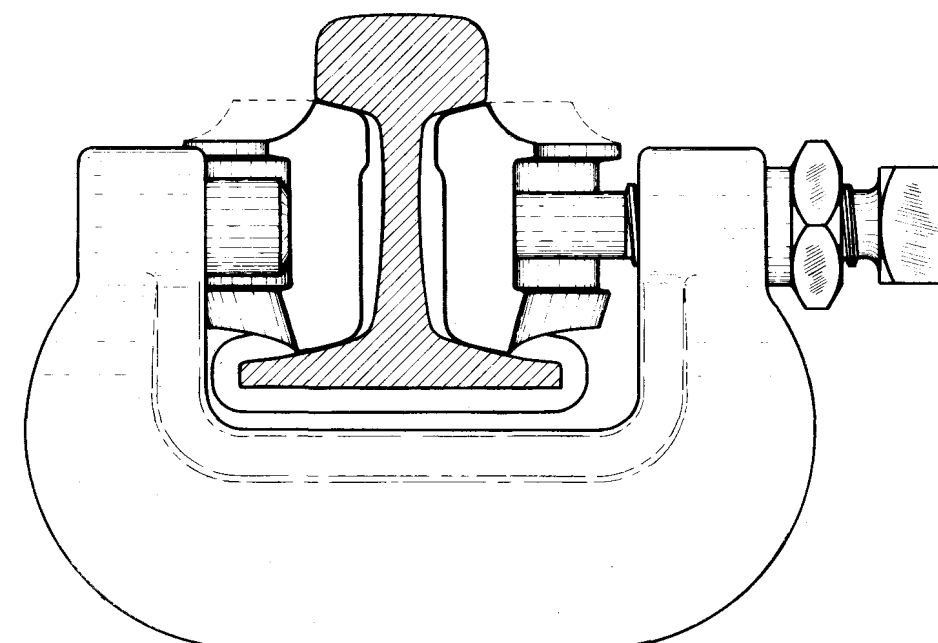
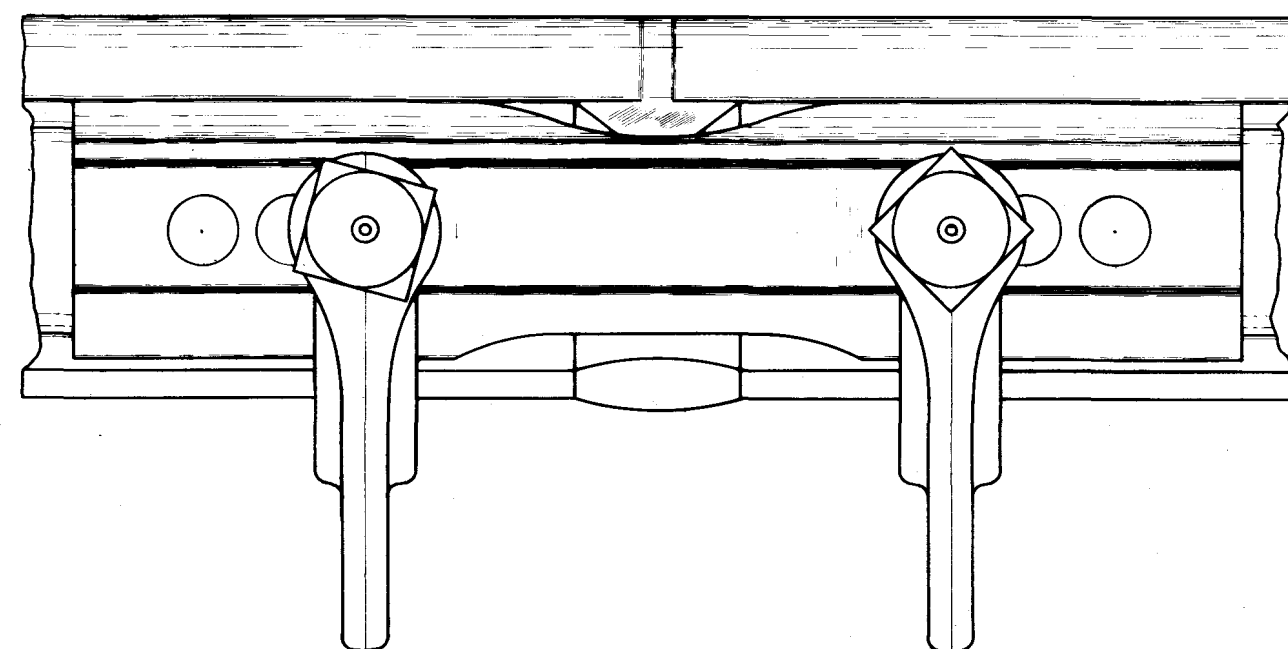
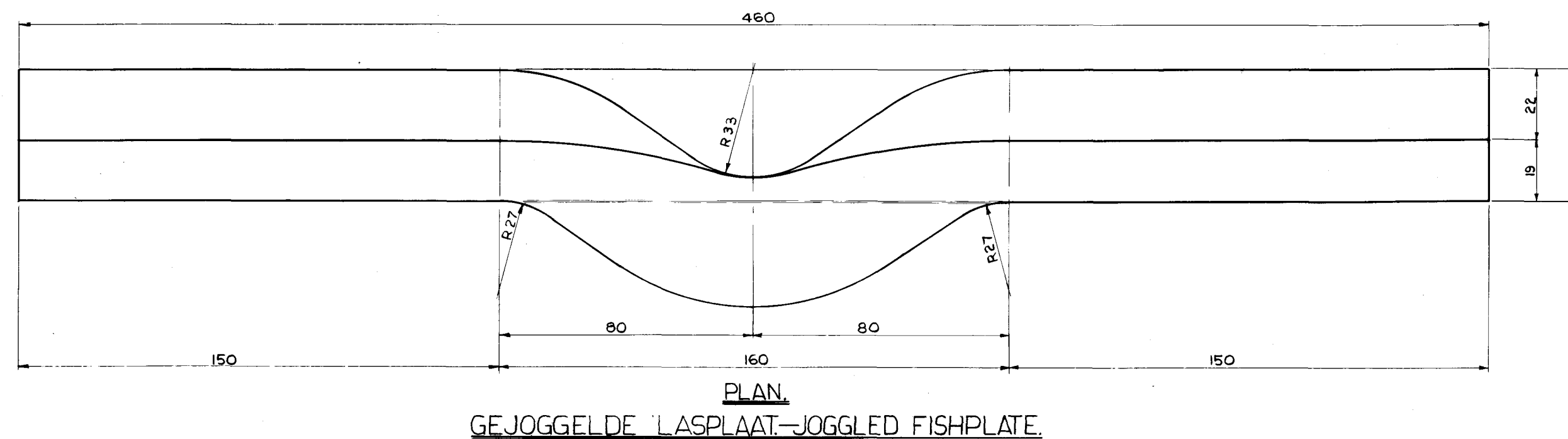
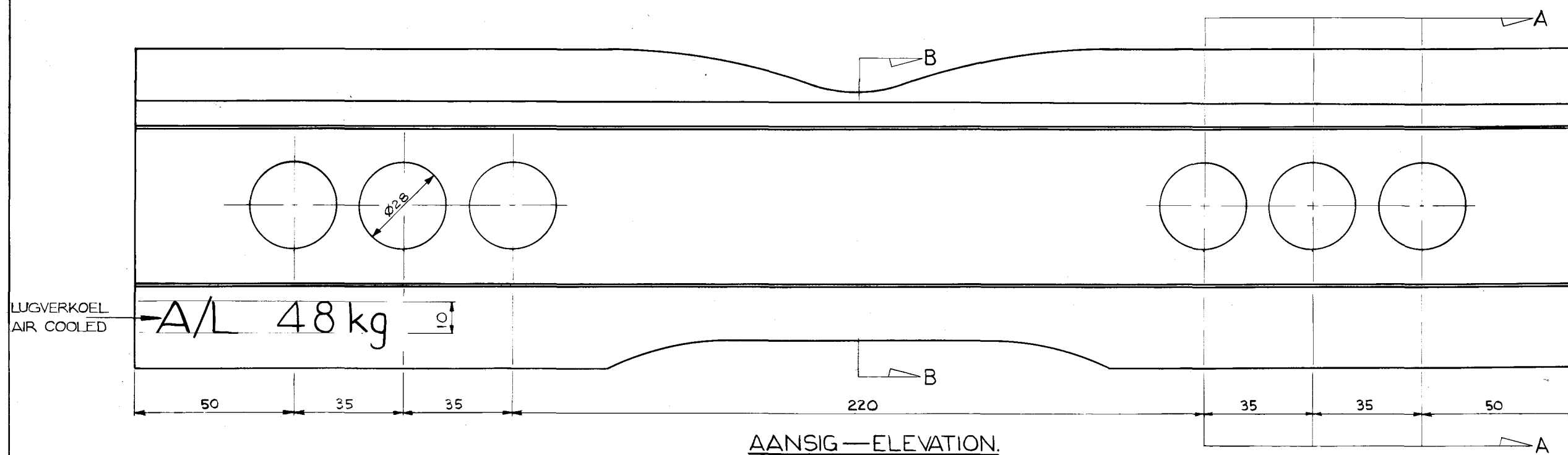
## SAMESTELLING VAN LAS - ASSEMBLY OF JOINT

<b>OPMERKINGS</b>		<b>NOTES</b>	
1 KYK TKG. TPE E-3280 VIR DETAIL VAN KLAMP EN TOEBEHORE. 2 HITTE BEHANDELING> LASPLATE MOET IN WINDLOSE LUG AFKOEL. 3 MATERIAAL MOET VOLDOEN AAN SHI SPESIFIKASIE 1/65 (JONGSTE HERSIENING). 4 ALLE LASPLATE SAL IN WARM GEKOOKTE LYNOLIE, OF ANDER SHI GOEDGEKEURDE SAMESTELLING, GEDOOP WORD.		1 SEE DRG. TYPE E-3280 FOR CLAMP AND ACCESSORIES. 2 HEAT TREATMENT> FISHPLATES TO BE COOLED IN STILL AIR. 3 MATERIAL TO COMPLY WITH CCE SPECIFICATION 1/65 (LATEST REVISION). 4 ALL FISHPLATES SHALL BE DIPPED INTO HOT BOILED LINSEED OIL OR OTHER COMPOSITION APPROVED BY CCE.	
<b>WYSIGINGS</b>		<b>AMENDMENTS</b>	
1 LASPLAAT PROFIEL EN HITTE BEHANDELING GEWYSIG. G.W.B. 81.10.21 2. MARKING "A/L" AANGEBRING <i>Ag 21/10/82</i> 3. DEURSNEE A-A IN LYN GEBRING MET VERVAARDIGING. <i>02/09/2002</i>		1 FISHPLATE PROFILE AND HEAT TREATMENT AMENDED 2. MARKING "A/L" ADDED <i>Johnman</i> 3. SECTION A-A BROUGHT IN LINE WITH MANUFACTURING CP 2001134 <span style="float: right;">30/01/2002</span>	
HIERDIE TKG. VERVANG TPE E-327S VEL 1.		THIS DRG. SUPERSEDES TYPE E-327S SHT 1.	
SAS SPORBAANONTWERP		57/60kg	
GEJOGGELDE LASPLAAT  VIR TERMETGESWEISTE  SPOORSTA AFLAS		JOGGLED FISHPLATE  FOR THERMIT WELDED  RAIL JOINTS	
SKALE:-		1:1 SCALES	
GETEKEN DRAWN	<i>Del</i>	O.H. Trew SPOORBAANINGENIEUR TRACK ENGINEER	
NAGETREK TRACED	<i>Del</i>	DATUM - 81-03-17 - -DATE	
NAGESIEN CHECKED	<i>HL</i>	TEKENKANTOORGOEDKEURING DRAWING OFFICE APPROVAL	
LÊR NO - FILE NO M24/5/14	<i>W. P. Hoffmeyer</i> HR (SPOORSAAN) IE (TRACK)	<i>Ch. Rye</i> PRINSIVLE HOOFINGENIEUR CHIEF CIVIL ENGINEER	<b>TIPE/TYPE E</b> <b>3279 VEL 2</b>
DATUM - 81-03-17 - -DATE		DATUM - 81-03-17 - -DATE	
		WYSIGINGS AMENDMENTS	
		1 2 3	

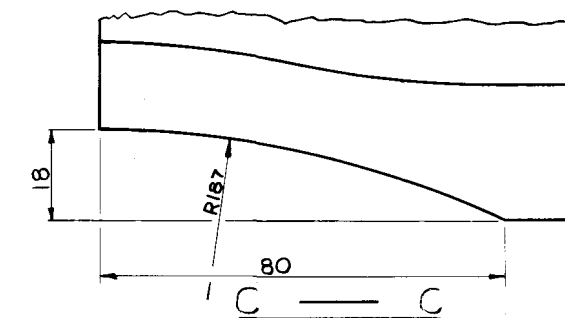
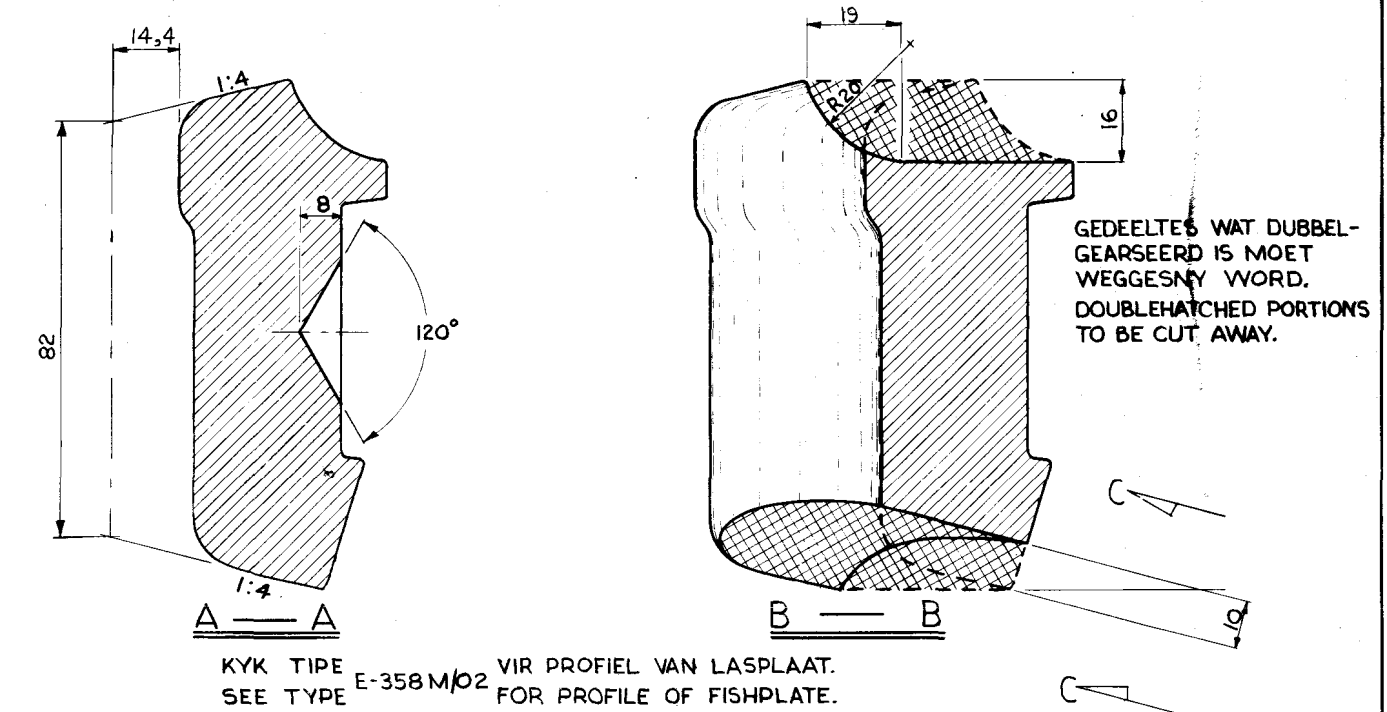




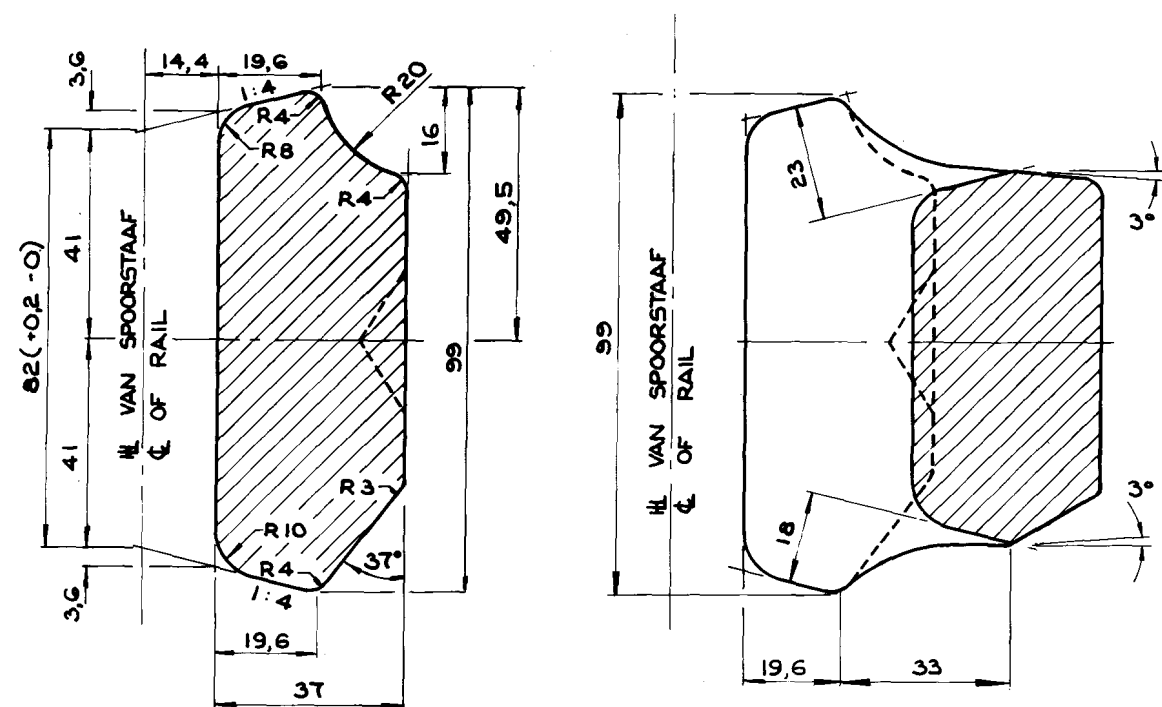
<p>OPMERKINGS</p> <p>1. VIR DETAIL VAN KLAMP EN BYBEHORE KYK TEK. TYPE E - 3280.</p> <p>2. JOGGELAANSLUITLASPLATE MOET VAN PLATSTAALSTAWE VOLGENS B.S. - SPESIFIKASIE N° 47 KLAS B STAAL GESMEED EN DAN WEER TOT 'N TEMPERATUUR VAN 850°C TOT 880°C VERHIT EN OUIE GEBLUS WORD.</p> <p>3. JOGGELAANSLUITLASPLATE MOET IN PARE PER LAS BESTEL WORD.</p>		<p>NOTES</p> <p>1. FOR DETAIL OF CLAMP AND ACCESSORIES SEE DRG. TYPE E - 3280.</p> <p>2. JOGGLED JUNCTION FISHPLATES TO BE FORGED FROM FLAT STEEL BARS TO B.S. SPECIFICATION N° 47 CLASS B STEEL, THEN REHEATED TO A TEMPERATURE OF 850°C TO 880°C AND OIL QUENCHED.</p> <p>3. JOGGLED JUNCTION FISHPLATES TO BE ORDERED IN PAIRS PER JUNT.</p>	
<p>WYSIGINGS</p>		<p>AMENDMENTS</p>	
<p>SAS SPOORBAANONTWERP</p> <p><b>JOGGELAANSLUITLASPLAAT</b></p> <p>VIR</p> <p>TERMITGESWEISTE 57-60 kg SAS / UIC 60</p> <p>SPOORSTAFLAS</p>		<p>57-60 kg / UIC 60</p> <p><b>JOGGLED JUNCTION FISHPLATE</b></p> <p>FOR</p> <p>THERMIT WELDEDE 57-60 kg SAR / UIC 60</p> <p>RAIL JOINT</p>	
<p>SCALE: 1:1; 1:2 -- SCALES</p>			
<p>GETEKEN DRAWN</p> <p>NAGETREK TRACED</p> <p>NAGESIEN CHECKED</p> <p>LEER N° — FILE N°</p> <p>M 2415/14</p>	<p>TEKENKANTOORGEOEDKEURING DRAWING OFFICE APPROVAL</p> <p>IR (SPOORBAAN) IE (TRACK)</p> <p>DATUM: 26 Okt. 1977 - DATE</p>	<p>SPOORBAANINGENIEUR TRACK ENGINEER</p> <p>SIVIELE HOOFINGENIEUR CHIEF CIVIL ENGINEER</p> <p>DATUM: 26 Okt. 1977 - DATE</p>	<p>700</p> <p>E - 322</p> <p>WYSIGINGS AMENDMENTS</p>



SAMESTELLING VAN LAS.—ASSEMBLY OF JOINT.



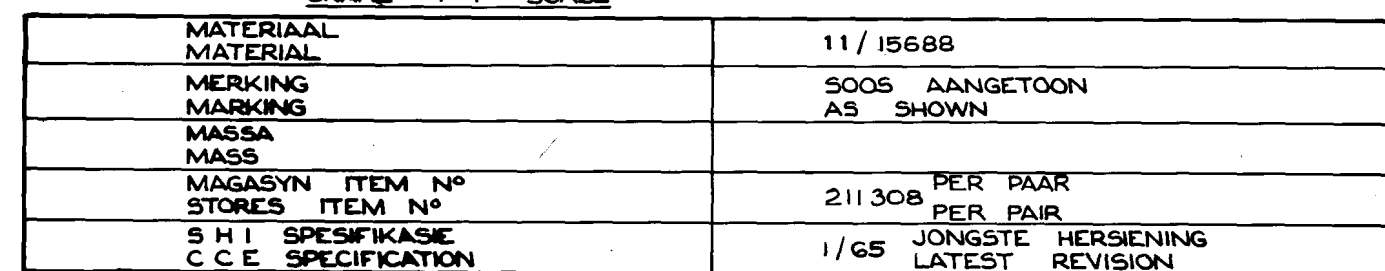
<p>WYSIGINGS.</p> <p>1. TEKENING N° VERANDER NA TIEP E-3281 VEL 1 EN OPMERKING 3 BYGEVOEG.</p> <p>2. MERKINGS "A/L" EN "SPOORSTAAFGEWIG" AAN GEBRING.</p>	<p>AMENDMENTS.</p> <p>1. DRAWING N° ALTERED TO E-3281 SHT 1 AND NOTE 3 ADDED.</p> <p>2. MARKINGS "A/L" AND RAIL WEIGHT ADDED.</p>
<p>OPMERKINGS.</p> <p>1. KYK TEK. TIEP E-3280 VIR DETAIL VAN KLAMP EN TOEBEHORE.</p> <p>2. HIERDIE LASPLAAT IS OP DIE STANDAARD TIEP E-358M/02 GEBASEER.</p> <p>3. KYK TEK. N° 3281 VEL 2 EN M.H.I. SE TEK. N° CME 9663-0-000 VIR 48/51 kg GEJOGGELDE LASPLAAT.</p>	<p>NOTES.</p> <p>1. SEE DRG. TIEP E-3280 FOR CLAMP DETAIL AND ACCESSORIES.</p> <p>2. THIS FISHPLATE IS BASED ON THE STANDARD TIEP E-358M/02.</p> <p>3. FOR 48/51 kg JOGGLED FISHPLATE SEE TIEP E-3281 SHT 2 AND CME DRG. CME 9663-0-000.</p>
<p>HIERDIE TEK. WORD VERVANG DEUR E-3281 VEL 2</p>	<p>THIS DRG. IS SUPERSEDED BY E-3281 SHT. 2</p>
<p>S. A. S. 48 kg</p> <p>GEJOGGELDE LASPLAAT</p> <p>GEBUIK BY</p> <p>"THERMIT" GESWEISDE</p> <p>SPOORSTAFLAS.</p>	<p>S. A. R.</p> <p>JOGGLED FISHPLATE</p> <p>USED AT</p> <p>"THERMIT" WELDED</p> <p>RAIL JOINT.</p>
<p>GETEKEN. DRAWN. <i>J.L. Groen</i></p> <p>NAGESIEN. CHECKED. <i>J.L. Groen</i></p> <p>LÊER N°: M.24/5/14. FILE N°: DATUM: 5/11/71</p>	<p>SIVIELE HOOFINGENIEUR. CHIEF CIVIL ENGINEER.</p> <p>WYSIGINGS. AMENDMENTS. 1/2</p> <p>TIEP / TYPE E 3281 VEL 1</p>



DEURSNEE      B-B  
SECTION

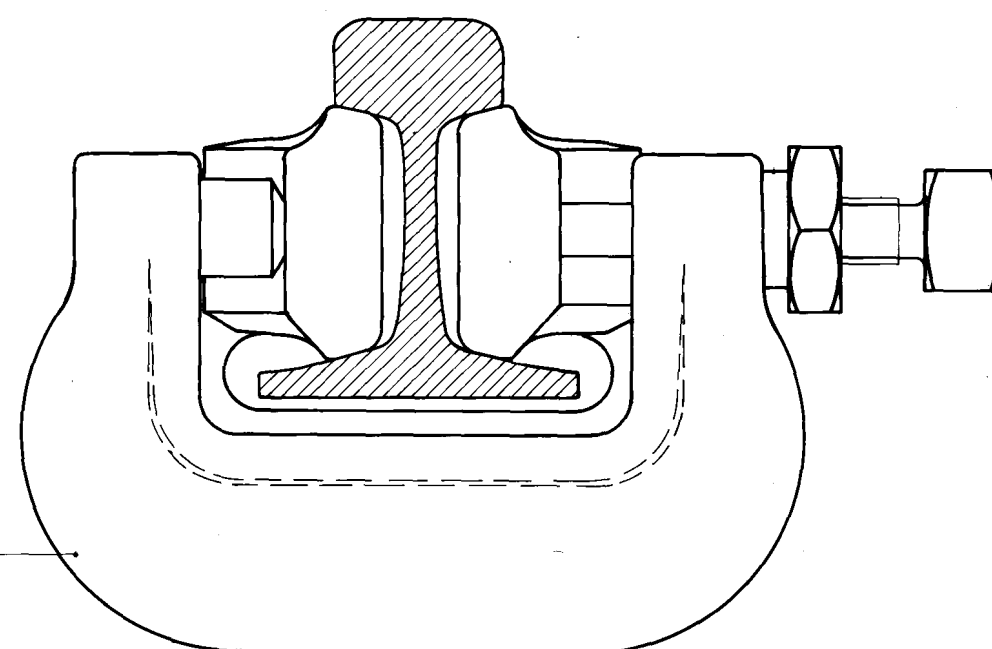
DEURSNEE      A-A  
SECTION

SKAAL :- 1 : 1 - : SCALE



OPMERKINGS	NOTES
<ol style="list-style-type: none"> <li>1. KYK TKG. TIE E-3280 VIR DETAIL VAN KLAMP EN TOEBEHORE.</li> <li>2. HITTE BEHANDELING-LASPLATE MOET IN WINDLOSE LUG AFKOEL.</li> <li>3. MATERIAAL MOET VOLDOEN AAN SHI SPESIFIKASIE 1/65 (JONGSTE HERSIENING).</li> <li>4. ALLE LASPLATE SAL IN WARM GEKOOKTE LYNOLIE, OF ANDER SHI GOEDGEKEURDE SAMESTELLING, GEDOOP WORD.</li> </ol>	<ol style="list-style-type: none"> <li>1. SEE DRG. TYPE E 3280 FOR CLAMP DETAIL AND ACCESSORIES.</li> <li>2. HEAT TREATMENT- FISHPLATES TO BE COOLED IN STILL AIR.</li> <li>3. MATERIAL TO COMPLY WITH CCE SPECIFICATION 1/65 (LATEST REVISION)</li> <li>4. ALL FISHPLATES SHALL BE DIPPED INTO HOT BOILED LINSEED OIL OR OTHER COMPOSITION APPROVED BY CCE</li> </ol>

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ENTAANSIG - END ELEVATION

WYSIGINGS	AMENDMENTS
1. PROFIEL VAN LASPLAAT VERANDER EN TEKENING OORGETEKEN.	1. PROFILE OF FISHPLATE ALTERED AND DRAWING REDRAWN. V.R. 25-02-81
2. LASPLAAT PROFIEL, MATERIAAL ITEM NO. EN HITTE BEHANDELING GEWYSIG. G.W.B. 8/10/21	2. FISHPLATE PROFILE, MATERIAL ITEM NO. AND HEAT TREATMENT AMENDED.
3. MERKING "A/L" AANGEBRING. R9 2/10/82	3. MARKING "A/L" ADDED. JR9 2/10/82

SKAAL :- 1 : 2 - : SCALE

[illegible]

HIERDIE TEK. VERVANG E-3281 VEL I.	THIS DRG. SUPERSEDES E-3281 SHT. I.
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SAS SPOORBAANONTWERP **48/51 kg** TRACK DESIGN SAR


GEJOGGELDE LASPLAAT VIR TERMIETGESWEISTE SPOORSTAAFLAS	JOGGLED FISHPLATE FOR THERMIT WELDED RAIL JOINT
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SCALE	SOOS	AANGETOON	SCALES	AS	SHOWN
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GETEKEN DRAWN	V.R.	<i>[Signature]</i>	O.H. Trans.	
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NAGE TREK TRACED	V.R.	70/100	SPORBAANINGENIEUR TRACK ENGINEER
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NAGESIEN CHECKED	<i>MS</i>	TEKENKANTOORGEOEDKEURING DRAWING OFFICE APPROVAL	DAY M 81-03-17 - DATE
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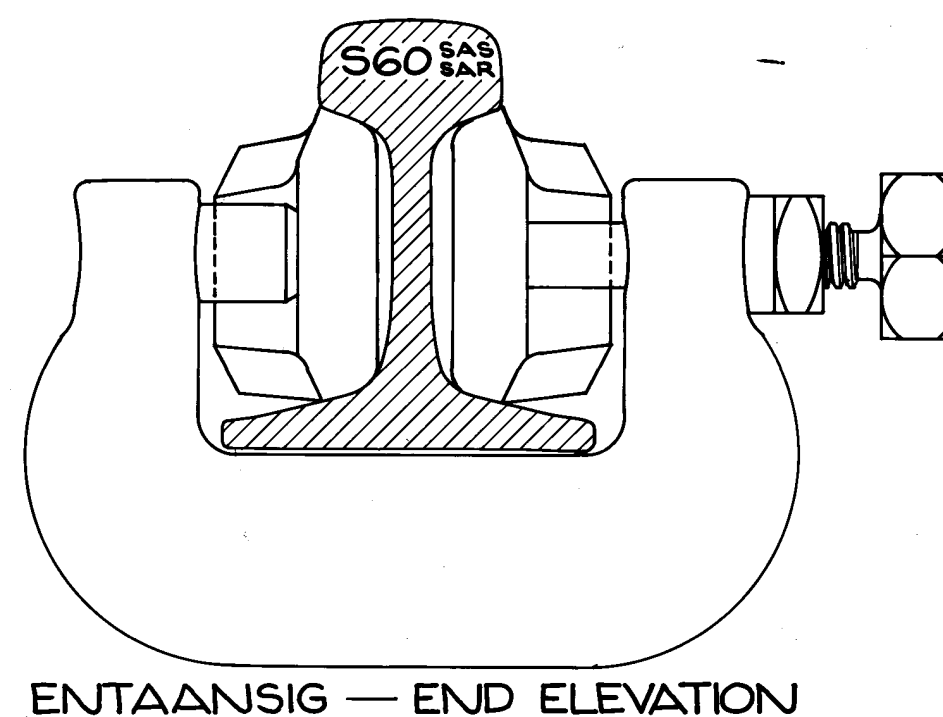
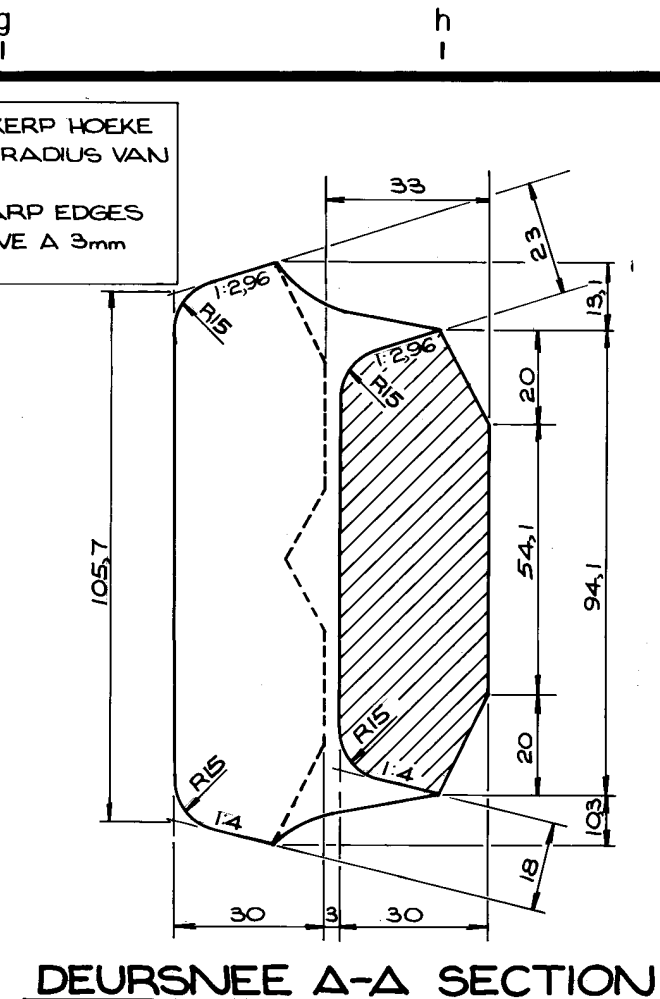
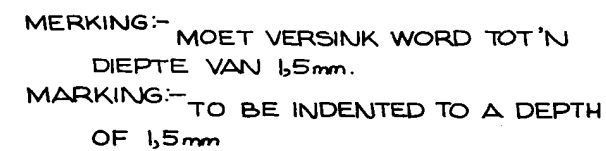
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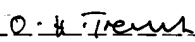


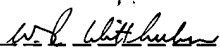
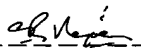

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1. KYK TEKENING TIPE E-3280 VIR DETAIL VAN KLAMP EN BYBEHORE.			1. SEE DRAWING TYPE E-3280 FOR DETAIL OF CLAMP AND ACCESSORIES.		
2. HITTE BEHANDELING:- LASPLATE MOET IN WINDLOSE LUG AFKOEL.			2. HEAT TREATMENT:- FISHPLATES TO BE COOLED IN STILL AIR.		
3. MATERIAAL MOET VOLDOEN AAN SHI SPESIFIKASIE 1/65 (JONGSTE HERSIENING).			3. MATERIAL TO COMPLY WITH CCE SPECIFICATION 1/65 (LATEST REVISION).		
4. ALLE LASPLATE SAL IN WARM GEKOOKTE LYNOLIE, OF ANDER SHI GOEDGEKURDE SAMESTELLING, GEDOOPT WORD.			4. ALL FISHPLATES SHALL BE DIPPED INTO HOT BOILED LINSEED OIL OR OTHER COMPOSITION APPROVED BY CCE.		
5. JOGGEL LASPLATE MOET IN PARE PER LAS BESTEL WORD.			5. JOGGLED FISHPLATES TO BE ORDERED IN PAIRS PER JOINT.		
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1. S.H.I. SPESIFIKASIE NO GEWYSIG. <i>Al.</i> EN TEKEN OM BOKANT AAN TE TOON BYGEVOEG.			1. C.C.E. SPECIFICATION NO AMENDED. <i>ss 5/3/61</i> AND SIGN TO INDICATE TOP ADDED.		
2. OPMERKING, MET BETREKKING TOT HITTEBEHANDELING EN MATERIAAL, GEWYSIG EN HERRANGSKIK.			2. NOTE, REGARDING HEAT TREATMENT AND MATERIAL, AMENDED AND REARRANGED. <i>23-10-81 515 A.L.</i>		
3. MERKING "A/L" AANGEBRING <i>JRG 21/10/62</i>			3. MARKING "A/L" ADDED. <i>JRG 21/10/62</i>		
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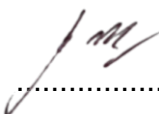



A Division of Transnet SOC Limited

## Technology Management, Track Technology

**BBH5065**

### **User Requirement Specification for the manufacture and supply of Boltless Joggle Plates used on rail joints on ballasted track**

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Authorized and approved by	Principal Engineer Track Technology Management	D. Budhram	 .....

**Date: 28 March 2022**

Circulation Restricted To: Transnet Freight Rail  
Transnet and Relevant Third Parties  
Restricted

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**Document version**

<b>Amendment number</b>	<b>Section amended</b>	<b>Summary of amendments</b>	<b>Date issued</b>

**This document supersedes all documents relating to the manufacture and supply of Boltless Joggle Plates published prior to the date of this document.**

## 1 Document scope

This specification governs the manufacture and supply of boltless Joggle Plates used to temporarily clamp welds, clamp welded rails with and without defects as well as jointed and broken rails.

This specification includes Joggle Plates manufactured according to Transnet design for use on ballasted track, commonly referred to as Joggled Fishplates. This specification does **not** cover the design, manufacture, and supply of boltless Joggle Plates intended for use on track slab or equivalent non-ballasted track structures.

## 2 Reference documentation

A list of the referencing documents used to develop this standard is listed below and may be referred to for further information.

- Manual for Track Maintenance, BBB0481;
- Drawing specification for Joggled fishplate for thermit welded rail joints (SAR57/60kg Rail Profile), drawing No.: E-3279;
- Drawing specification for Joggled fishplate for thermit welded rail joints (S60 Rail Profile), drawing No.: E-3333;
- Drawing specification for Joggled fishplate for thermit welded rail joints (SAR48/51kg Rail Profile), drawing No.: E-3281;
- Drawing specification for Joggled junction fishplate for thermit welded SAR57/60kg- UIC60 rail joint, drawing No.: E-322;
- Drawing specification for Joggled junction fishplate for thermit welded SAR48/51kg- SAR57/60kg rail joint, drawing No.: E-3340;
- Drawing specification for Joggled fishplate for thermit welded UIC60 rail joint, drawing No.: E-318;
- Drawing specification for Joggled fishplate for thermit welded SAR48/50kg - S60 rail joint, drawing No.: E-3336;
- Specification for fishplates for railway rails, CCE 1/65;
- Specification for the manufacturing of fishplates (Spoornet Design), CCE 1/18



- BS EN ISO 683-1:2018, Heat-treatable steels, alloy steels and free-cutting steels- Part 1: Non-alloy steels for quenching and tempering (ISO 683-1:2016);  
BS EN 10293: 2015, Steel castings — Steel castings for general engineering uses;

### 3 Definitions

The terms used and defined in this document is referenced to Transnet Freight Rail Manual for Track Maintenance, BBB0481, version 2.

Abbreviation	Definition
TFR	'TFR' refers to Transnet Freight Rail, and is the largest operating division within Transnet SOC Ltd.
TFR Track Technology Management or Track Technology Management (TTM)	TFR Track Technology Management is a department within TFR, and acts as agent for TFR.
Concrete Sleeper or Bearer	This refers to the concrete beam that supports the rail and facilitates load transfer from superstructure to substructure. The words 'sleeper' and 'bearer' may be used interchangeably.
Boltless joggle Plates or Joggle plates	Permanent way sub-component used in conjunction with clamps to fasten rail sections together at joints in a temporary manner without drilling of the rail. This term will be used synonymously with the term joggle plate in this specification.
Fish plates	Fish plates is a permanent way sub-component used in conjunction with bolts to fasten rail sections together at joints in a temporary or permanent manner. The term fish plate in various locations including drawings, but for standardization will be referred to as joggle plates.
Functional failure	Failure of a system that inhibits the further use of the component in a specified manner.
Cast	A cast shall be considered as a group of castings poured from one ladle of finished steel.
G-Clamp or Clamp assembly	A typical clamp assembly consists of the clamp body, bolt, lock nut and anvil.

## 4 Manufacture and supply of boltless joggle plates according to Transnet design

### 4.1 Boltless Joggle Plate design

#### 4.1.1 The rail joint assembly consists of the following components:

- a. G – Clamp assembly (including clamp body, bolt, anvil, etc.)
- b. Two boltless joggle plates

#### 4.1.2 The different types of joggle plates must be designed and manufactured according to drawings supplied in Annexure A and in accordance with this specification. The joggle plate types covered in this specification includes:

- a. SAR48/51kg<sup>c</sup> – Transnet Drawing: E3281;
- b. S60 – Transnet Drawing: E3333;
- c. SAR57/60kg<sup>a</sup> - UIC60<sup>b</sup> Junction – Transnet Drawing: E322;
- d. SAR57/60kg<sup>a</sup> – Transnet Drawing: E3279;
- e. SAR48/51kg<sup>c</sup> – SAR57/60kg<sup>a</sup> Junction – Transnet Drawing: E3340
- f. UIC60<sup>b</sup> – Transnet Drawing: E318
- g. SAR48/51kg<sup>c</sup> – S60 – Transnet Drawing: E3336

**NB:** <sup>a</sup> SAR60/60kg/ rail profile is not the same as the S60 rail profile or the UIC60 rail profile

<sup>b</sup> UIC60 and 60E1 rail profile term are interchangeable

<sup>c</sup> The term SAR48 and SAR48/51 are interchangeable

#### 4.1.3 The type of the joggle plates, as listed in clause 4.1.2, will be specified by TFR in the tender/contract documentation.

### 4.2 Joggle Plate body

#### 4.2.1 Manufacturing process of the joggle plate

##### 4.2.1.1 The joggle plate shall be manufactured through a process of forging or casting and shall be produced in accordance with current best practices.

##### 4.2.1.2 The manufacturer must provide a description of the proposed manufacturing process and must be supplied during the approval stage.

## 4.2.2 Chemical composition of the Steel

4.2.2.1 The steel used to manufacture the joggle plate must conform to the material chemical properties for material type C45, as specified in BS EN ISO 683-1: 2018, in the case of forging; or alternatively GE300, as specified in BS EN 10293: 2015, in the case of casting. The required material chemical properties are specified in Table 1.

Table 1: Chemical Composition

Element	Unit	C45 (BS ISO 683-1:2018)	GE300 (BS EN 10293:2015)
Carbon (C)	%	0.42-0.50	0.45 (maximum)*
Manganese (Mn)	%	0.50-0.80	0.60 (maximum)*
Silicon (Si)	%	0.1-0.4	1.00 (maximum)*
Phosphorus (P)	%	0.05 (maximum)	0.035 (maximum)
Sulphur (S)	%	0.05 (maximum)	0.030 (maximum)
Chromium (Cr)	%	0.0.40 (maximum)	-
Molybdenum (Mo)	%	0.1 (maximum)	-
Nickel (Ni)	%	0.40 (maximum)	-

\* Values sourced for equivalent material Grade A3 from BS 3100:1991. To be used for reference purposes only.

4.2.2.2 In the event of a revision of these specifications as listed in clause 4.2.2.1, suppliers may elect to use these specifications provided it satisfies the requirements of this specification.

4.2.2.3 The microstructure of the joggle plate shall contain tempered martensite.

4.2.2.4 The manufacturer shall supply TFR with a certified material chemical composition analysis report of each batch during the production phase. The report shall be verified by TTM.

## 4.2.3 Physical properties

4.2.3.1 The body must be manufactured according to drawings listed in clause 4.1.2 for the different rail profiles in accordance with this specification.

## 4.2.4 General finish

4.2.4.1 All castings shall be clean, sound, free of defects and other flaws. The casting shall be properly cleaned, fettled and dressed. Attention must be given to the removal of sharp edges and corners.

4.2.4.2 Minor surface defects, holes, etc. with depth  $\leq 0.5\text{mm}$  and radius  $\leq 1\text{mm}$  may be smoothed out.

4.2.4.3 TFR may request the joggle plate body castings kept separately according to their manufacturing batches until they have conducted a visual examination of each casting batch to amongst others approve the casting quality and dimensions. TFR reserves the right to select two joggle plate body castings from the total batch for laboratory testing.

4.2.4.4 The flashing formed on the body during manufacturing must be removed to prevent an injury during handling and/or installation.

#### 4.2.5 Heat treatment

4.2.5.1 All joggle plate body castings shall be annealed, hardened and tempered to obtain the mechanical properties provided in section 4.2.6. This process must be outlined in the proposed manufacturing process, as specified in clause 4.2.1.2.

#### 4.2.6 Material mechanical properties

4.2.6.1 The mechanical properties of the manufactured joggle plates, for material types C45 when forged; or GE300 when cast, must be in accordance with Table 2.

Table 2: Material mechanical properties

Property	Unit	C45 (BS EN ISO 683-1: 2018)	GE300 (BS EN 10293: 2015)
Tensile strength	MPa	630 - 780	600 – 750
Yield strength (0.2% Proof)	MPa	370 (minimum)	300 (minimum)
Elongation	%	17 (minimum)	15 (minimum)
Impact strength	J	-	27J (minimum)

4.2.6.2 This supplier/manufacturer will be required to supply TFR with evidence in the form of reports indicating the material mechanical properties of the steel used for the manufacturing of the joggle plates. The report shall be verified by TTM.

#### 4.2.7 Tolerances

4.2.7.1 All tolerances not indicated shall be taken as  $\pm 1.0$  mm for dimensions up to 50.0 mm, and  $\pm 2.0$  mm for dimensions greater than 50.0 mm.

#### 4.3 Documentation

- 4.3.1 The supplier must provide TFR with the necessary documentation as outlined in clause 14 and is inclusive of but not limited to compliance certificates, mechanical properties information, laboratory test results, quality assurance tests, technical information and any other information the bidder considers relevant free of charge during the approval phase.

## **5 Approval**

- 5.1 Approval of the product includes two phases namely, Phase 1, and Phase 2 as outlined in clause 5.2, and 5.3 respectively

### **5.2 Approval Phase 1**

- 5.2.1 Approval phase 1 entails a documentation-based evaluation of the technical capabilities of a supplier and adherence to the requirements as stated in this specification and is based on the returned documentation as prescribed in the tender documentation.

- 5.2.2 Approval of the proposed product must be obtained from TFR before commencing with the manufacture, and the supply of test samples for inspection and testing as part of the approval process. Approval of the proposed product for manufacturing of test samples will be granted based on the information provided to TFR as requested in clause 14, provided it meets the standards and requirements in this specification.

- 5.2.3 The supplier will not be required to obtain approval as per clause 5.2.1 if the supplier is in possession of a valid letter of approval issued by TFR and in accordance with clause 5.4.

### **5.3 Approval Phase 2**

- 5.3.1 Approval: Phase 2 will include the inspection and physical testing of samples provided as specified in clause 7 as well as the verification of documentation as specified in clause 14.

- 5.3.2 Approval of the production or prototype product will be granted by TFR once the supplier and its product/s comply with the technical requirements of this specification, and the product passes the laboratory tests as specified in this specification.

- 5.3.3 Formal communication regarding the approval process and the outcome of approval phase 2 will be provided by TFR to the supplier.

5.3.4 Only once communication has been received by the supplier clearly indicating that the product has been approved by TFR, may the total order be supplied to TFR.

#### 5.4 Currently approved joggle plates

5.4.1 Products that have previously been tested, approved and are currently being used by TFR will be deemed as compliant with this specification, subject to the following conditions:

5.4.1.1 The scope of previous application is appropriate for the current intended use as outlined in this specification.

5.4.1.2 The approval status has not been revoked.

5.4.1.3 Continued compliance is maintained as discussed in clause 6.

5.4.2 The supplier will not be required to go through the approval process listed in clause 5.3, if the supplier satisfies clause 5.4.1 and is in possession of a valid letter of approval issued by TFR.

## 6 Continued compliance and Approval

6.1.1 Approval is obtained indefinitely, as long as the requirements of this specification are complied with (including periodic re-testing). TFR may from time to time revise this specification. Approved suppliers must make sure that their products produced continue to comply with any new requirements of this specification.

6.1.2 Suppliers have two years from the date of issue of a revised specification to make sure they comply with the new requirements of the specification (unless specifically mentioned in the specification that approved suppliers are exempted).

6.1.3 Depending on the nature of the change re-approval may not be required.

6.1.4 Once an approval is revoked suppliers will have to go through the approval process again.

6.1.5 To ensure continued compliance TFR will inform approved suppliers of approved products of revisions to the specification; if implemented between tenders; and will indicate the nature of the change.

## **7 Inspection and testing**

- 7.1 All inspections and tests to be conducted by TTM during the test and evaluation of the boltless joggle plate designs will be conducted at TTM's Track laboratory, situated in Johannesburg unless stated otherwise.
  - 7.1.1 Upon the successful approval of the product as part of Approval Phase 1, and subsequent notification by Supply Chain Services, the supplier will have a timeline as agreed upon between the respective parties to supply two (2) sets of production/prototype samples of the boltless joggle plates free of charge to TFR for inspection and/or testing. These samples will be returned to the supplier upon completion of inspection and/or testing.
  - 7.1.2 TFR will not be held liable for any damage incurred to the supplied samples during inspection and/or testing when conducted in accordance with the outlined standard inspection and testing procedure.
  - 7.1.3 TFR reserves the right to conduct random sampling of the production batches and select samples for inspection and testing in accordance with this specification.
- 7.2 Inspection and Testing for the Manufacture and supply of boltless joggle plates according to TFR design
  - 7.2.1 Inspection
    - 7.2.1.1 The boltless joggle plates will be inspected and assessed by TFR in accordance with this specification to provide approval for the supply of the total order.
  - 7.2.2 Testing
    - 7.2.2.1 The manufacturer must conduct the necessary tests required to prove that the material properties meet the requirements, as specified in clause 4.2.2.1 and clause 4.2.6.1 and provide the results to TFR. TFR may request the supplier to conduct these tests in the presence of a TFR appointed representative.
    - 7.2.2.2 Laboratory component testing will be performed by TTM on the supplied samples during the approval stage.
    - 7.2.2.3 Laboratory testing initiated by TFR, as specified in clause 7.2.2.2 will be conducted in accordance with the laboratories standard test method TQM-TRL-STM-40 Clamps for boltless joints in permanent way.



7.2.2.4 The product must pass the testing phase to be considered for approval.

## **8 Surface treatment**

- 8.1 The boltless joggle plates must be treated with a corrosion inhibiting coating or treatment that will not alter the performance or the handling of the product. Details of the proposed methods and alternative methods must be submitted to TFR during the approval stage.
- 8.2 The treatment of surfaces as specified in clause 8.1 must not alter the material mechanical and chemical properties and result in deviations from the prescribed properties as specified in Table 1 and Table 2 for the boltless joggle plates.
- 8.3 The boltless joggle plates shall be cleaned, dried, and coated with a corrosion inhibiting product for storage and transportation.

## **9 Quality Assurance and Quality Control**

- 9.1 The supplier is required to provide TFR with the quality management system (manufacturing plant) that will be adhered to throughout the manufacturing and supply process.
  - 9.1.1 The minimum details to be submitted includes:
    - 9.1.1.1 Typical quality control sheets;
    - 9.1.1.2 Type and frequency of inspection and testing;
    - 9.1.1.3 Method used to handle non-conformances;
    - 9.1.1.4 Quality management organogram/staff.
- 9.2 TFR reserves the right to inspect or audit the manufacturing process as and when required, this shall also include inspection of all manufactured products prior to delivery.
- 9.3 The quality control process will be left to the discretion of the supplier with control sheets made available to TFR as part of the approval Phase 1 and approval Phase 2 of the product.
- 9.4 TFR requires the supplier to provide a quality control plan which will include the necessary tests and inspections conducted on the product as part of the continuous quality control. TFR may request to be present when quality tests and inspections are performed.
- 9.5 TFR reserves the right to conduct a quality control audit on the product. The audit may take place at the supplier/manufacturers production facility. Non-conformances may result in;

- 9.5.1 TFR suspending purchasing of the product until the deviation in quality has been addressed by the supplier;
- 9.5.2 TFR will re-assess the non-conformances and/or rectifications and if satisfied provide a recommendation to TFR to resume purchasing of the product;
- 9.5.3 TFR may revoke the approval based on the nature of the non-conformance;
- 9.6 All non-conformities will be addressed by TFR through the contract.

## **10 Guarantee**

- 10.1 The supplier will be required to provide a guarantee for the supplied components against all defects, workmanship and quality of material for a period of two years after date of first installation with a maximum period of three years from the delivery date under normal operating conditions.
- 10.2 Components that fail in service before the expiration of the guarantee period shall be replaced by the supplier free of charge at the initial point of delivery.

## **11 Marking**

- 11.1 The joggle plate body must be supplied with permanent markings including the manufacturer's name, date of manufacture, the TFR logo, component identification (product name/type) and the unique identification number.
- 11.2 The markings must be stamped in a position that is permanent, remain visible throughout the life cycle of the component and during track inspections.
- 11.3 The markings will be subjected to normal surface wear and must not influence the performance of the component.
- 11.4 Proposals for the marking size, position and details must be submitted to TFR for approval.

## **12 Packaging**

- 12.1 The supplier must provide details of the proposed packaging for transportation and delivery of the total order.
- 12.2 The method of packaging must ensure the safe removal, offloading and handling of the package that will not require additional equipment to move the package.
- 12.3 The supplier/manufacturer will be allowed to palletize a batch of joggle plate sets with a maximum weight of 500.00 kilograms, and maximum permissible dimensions of 1.20 m (length) x 1.00 m (width) x 1.00 m (height).

## 13 Environment and safety

- 13.1 The boltless joggle plates as well as packaging must be manufactured from sustainable materials that does not pose any unnecessary negative impact to the environment.
- 13.2 The corrosion inhibiting substance must not be harmful to the environment or pose any threat to the safety and health of personnel.

## 14 Documentation

### 14.1 Approval Phase 1 documentation

14.1.1 The supplier must provide TFR with the documentation listed in clause 14.1.

14.1.2 Approval Phase 1 documents to be submitted for non-approved products for the manufacture and supply of boltless joggle plates according to TFR design includes:

- 14.1.2.1 Product offered;
- 14.1.2.2 Letter of compliance to the specification (confirmation of compliance);
- 14.1.2.3 Suppliers that use later versions of the material specification as mentioned in clause 4.2.2.1 must indicate the version used during the bid process;
- 14.1.2.4 Description of material mechanical properties of the materials to be used;
- 14.1.2.5 Detailed information on the proposed process used to manufacture the boltless joggle plates;
- 14.1.2.6 Proposed surface treatment method;
- 14.1.2.7 Details of the corrosion inhibiting substance to be used for storage and transportation of the joggle plates;
- 14.1.2.8 Proposed guarantee and terms of application;
- 14.1.2.9 Proposed method of marking of the joggle plate;
- 14.1.2.10 Proposed packaging;
- 14.1.2.11 Proposed or typical quality management system, inclusive but not limited to quality control sheets.

14.1.3 Approval Phase 1 documents to be submitted for approved joggle plates, in accordance with clause 5.4, includes:

- 14.1.3.1 A letter/certificate issued by TFR for the approval of the product;
- 14.1.3.2 Product offered.

## 14.2 Approval Phase 2 documentation

14.2.1 The supplier must provide TFR with the documentation listed in clause 14.2.

14.2.2 Manufacture and supply of non-approved boltless joggle plates according to TFR design

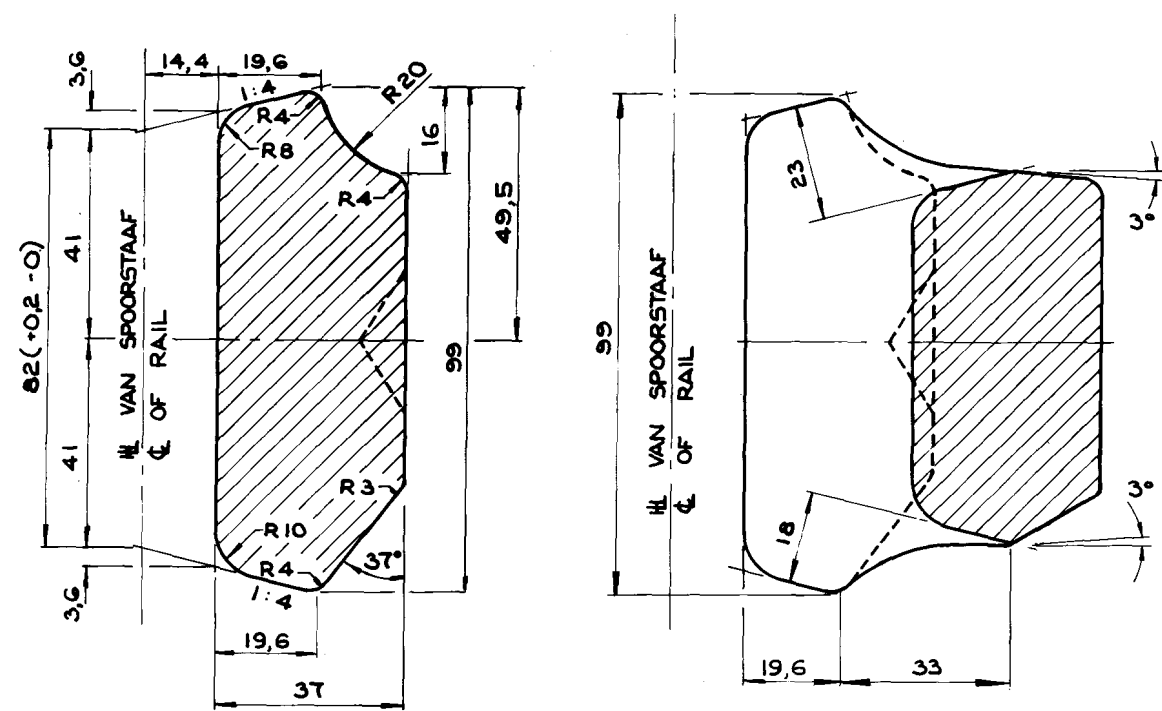
- 14.2.2.1 Mechanical properties of the materials used for the manufacture of the joggle plates;
- 14.2.2.2 Chemical composition of the joggle plates;
- 14.2.2.3 Detailed information on the process used to manufacture the joggle plates;
- 14.2.2.4 Details of quality assurance process and/or quality assurance certificate;
- 14.2.2.5 Details of surface treatment or method used;
- 14.2.2.6 Details of the corrosion inhibiting substance to be used for storage and transportation of the joggle plates;
- 14.2.2.7 Guarantee and terms of application;
- 14.2.2.8 Method of marking of the joggle plate;
- 14.2.2.9 Description of packaging used;

14.2.3 Approval Phase 2 documents to be submitted for currently approved boltless joggle plate products, in accordance with clause 5.4, includes:

- 14.2.3.1 A letter/documentation issued by TFR for the approval of the product.

END

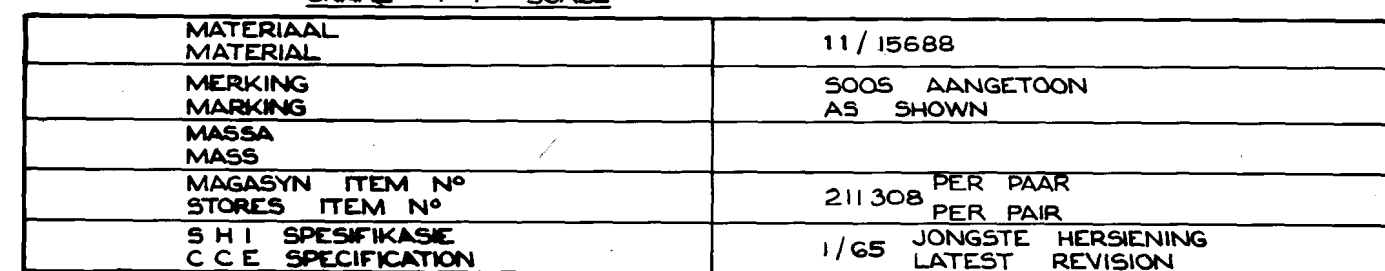
## **15 Annexures**



DEURSNEE      B-B  
SECTION

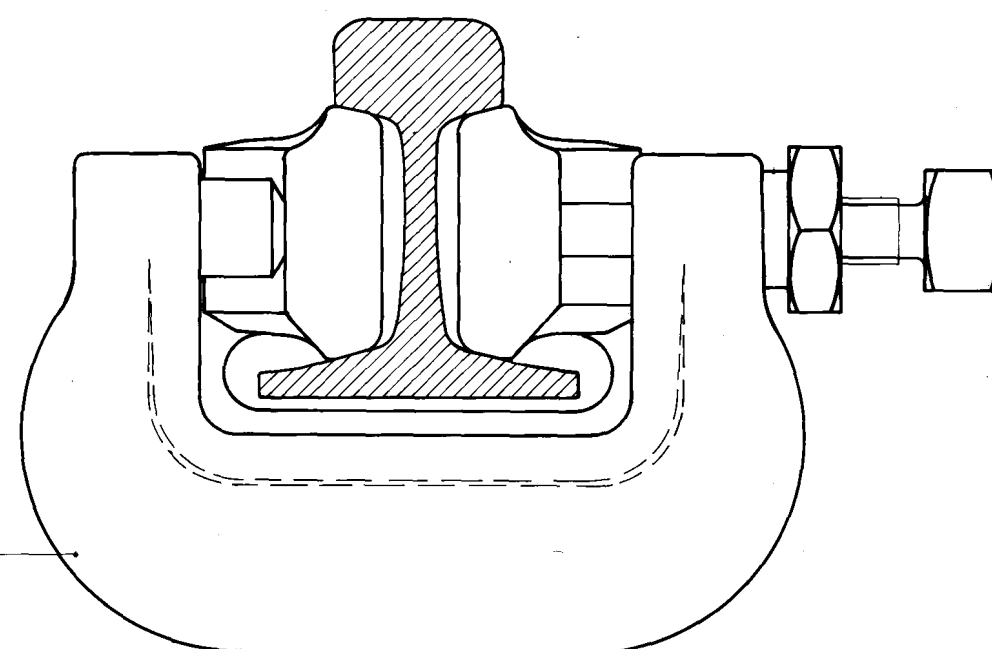
DEURSNEE      A-A  
SECTION

SKAAL :- 1 : 1 - : SCALE



OPMERKINGS	NOTES
<ol style="list-style-type: none"> <li>1. KYK TKG. TIE E-3280 VIR DETAIL VAN KLAMP EN TOEBEHORE.</li> <li>2. HITTE BEHANDELING-LASPLATE MOET IN WINDLOSE LUG AFKOEL.</li> <li>3. MATERIAAL MOET VOLDOEN AAN SHI SPESIFIKASIE 1/65 (JONGSTE HERSIENING).</li> <li>4. ALLE LASPLATE SAL IN WARM GEKOOKTE LYNOLIE, OF ANDER SHI GOEDGEKEURDE SAMESTELLING, GEDOOP WORD.</li> </ol>	<ol style="list-style-type: none"> <li>1. SEE DRG. TYPE E 3280 FOR CLAMP DETAIL AND ACCESSORIES.</li> <li>2. HEAT TREATMENT- FISHPLATES TO BE COOLED IN STILL AIR.</li> <li>3. MATERIAL TO COMPLY WITH CCE SPECIFICATION 1/65 (LATEST REVISION)</li> <li>4. ALL FISHPLATES SHALL BE DIPPED INTO HOT BOILED LINSEED OIL OR OTHER COMPOSITION APPROVED BY CCE</li> </ol>

\_\_\_\_\_



ENTAANSIG - END ELEVATION

WYSIGINGS	AMENDMENTS
1. PROFIEL VAN LASPLAAT VERANDER EN TEKENING OORGETEKEN.	1. PROFILE OF FISHPLATE ALTERED AND DRAWING REDRAWN. V.R. 25-02-81
2. LASPLAAT PROFIEL, MATERIAAL ITEM NO. EN HITTE BEHANDELING GEWYSIG. G.W.B. 8/10/21	2. FISHPLATE PROFILE, MATERIAL ITEM NO. AND HEAT TREATMENT AMENDED.
3. MERKING "A/L" AANGEBRING. <i>KG 2/10/82</i>	3. MARKING "A/L" ADDED. <i>KG 2/10/82</i>

SKAAL :- 1 : 2    - : SCALE

[illegible]

HIERDIE TEK. VERVANG E-3281 VEL I.	THIS DRG. SUPERSEDES E-3281 SHT. I.
------------------------------------	-------------------------------------

SAS SPOORBAANONTWERP **48/51 kg** TRACK DESIGN SAR


GEJOGGELDE LASPLAAT VIR TERMIETGESWEISTE SPOORSTAAFLAS	JOGGLED FISHPLATE FOR THERMIT WELDED RAIL JOINT
--	---

SCALE	SOOS	AANGETOON	SCALES	AS	SHOWN
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GETEKEN DRAWN	V.R.	<i>[Signature]</i>	O.H. Trans.	
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NAGE TREK TRACED	V.R.	70/100	SPORBAANINGENIEUR TRACK ENGINEER
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NAGESIEN CHECKED	<i>MS</i>	TEKENKANTOORGEOEDKEURING DRAWING OFFICE APPROVAL	DAY M 81-03-17 - DATE
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LEER NO — FILE NO	101141	SP1		TITE / TYPE
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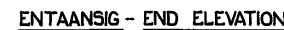
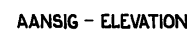
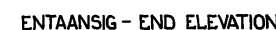
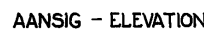
M24/5/14	<i>Mr. J. J. J. J.</i> Iir (SPOORBAAN)	<i>Mr. J. J. J. J.</i> BIVIELE HOOFINGENIEUR	<div style="display: flex; align-items: center;"> <div style="width: 20px; height: 20px; background-color: black; margin-right: 5px;"></div> <div> <div style="border: 1px solid black; padding: 2px; display: inline-block;">E</div> <div style="border: 1px solid black; padding: 2px; display: inline-block; margin: 0 5px;">3281</div> <div style="border: 1px solid black; padding: 2px; display: inline-block;">VEL 2</div> </div> </div>
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IE (TRACK)		CHIEF CIVL ENGINEER		L		SECT		SHT		E	
				WYSIGINGS		1/3		3			

-----	DATUM - <u>8-03-17</u> - DATE	DATUM - <u>81-03-17</u> - DATE	AMENDMENTS	1	2	3		
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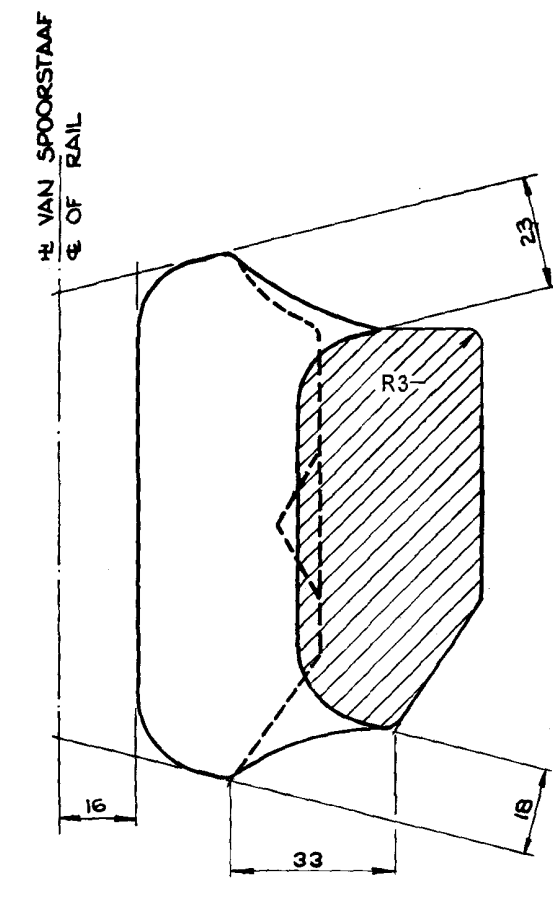
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100	100	100



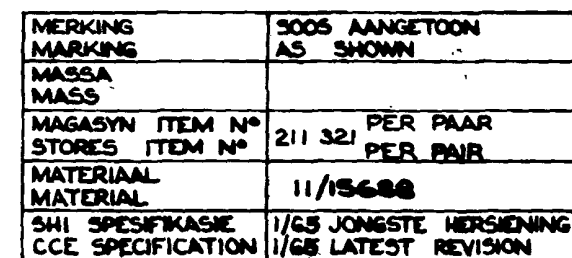


	700
	E - 322





DEURSNEE      A-A  
SECTION



### NOTES

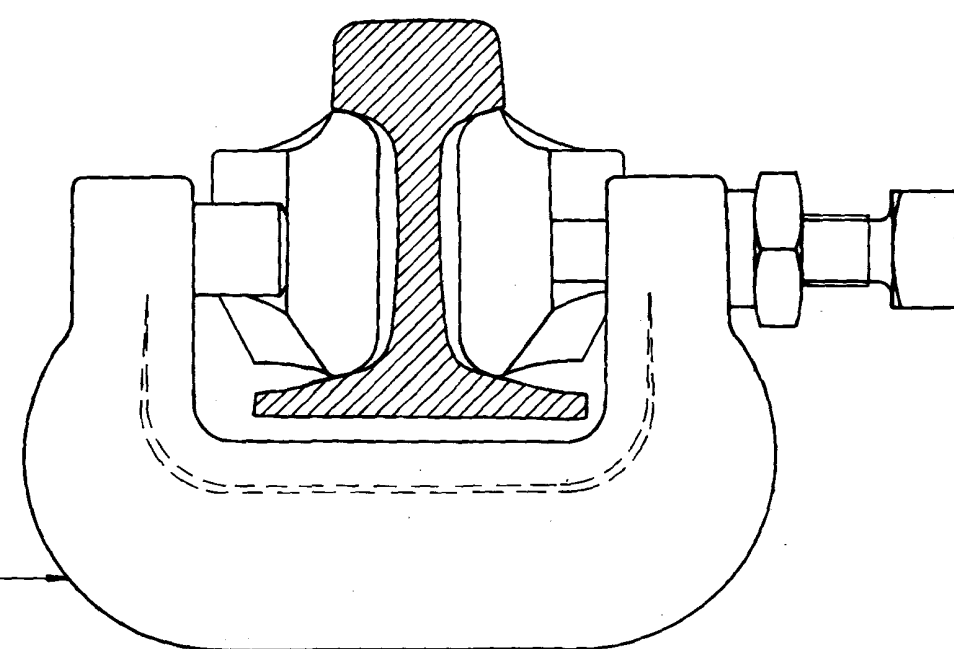
- 1 SEE DRG. TYPE E-3280 FOR CLAMP AND ACCESSORIES.
- 2 HEAT TREATMENT- FISHPLATES TO BE COOLED IN STILL AIR.
- 3 MATERIAL TO COMPLY WITH CCE SPECIFICATION 1/65 (LATEST REVISION).
- 4 ALL FISHPLATES SHALL BE DIPPED INTO HOT BOILED LINSEED OIL OR OTHER COMPOSITION APPROVED BY CCE.

**AMENDMENTS**

1. FISHPLATE PROFILE AND HEAT TREATMENT  
AMENDED

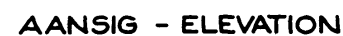
2. MARKING "A/L" ADDED *fluorant*

3. SECTION A-A BROUGHT IN LINE WITH MANUFACTURING  
CP 2001134 30/01/2002



## SAMESTELLING VAN LAS - ASSEMBLY OF JOINT

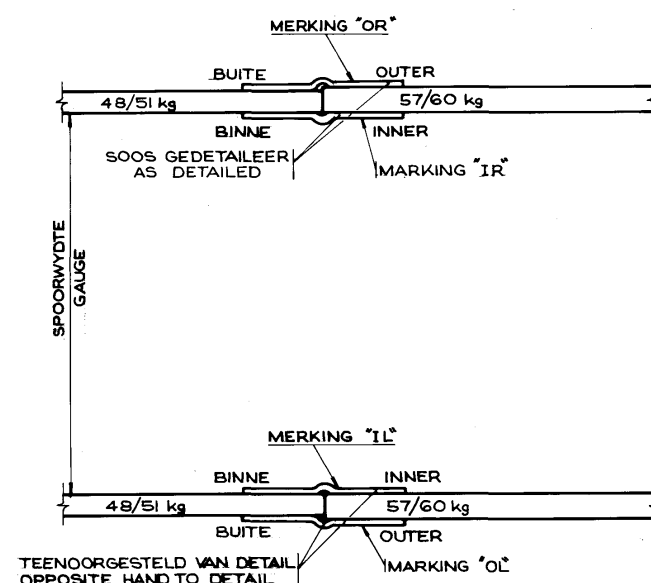
HIERDEE TKG. VERVANG TIPE E-3279 VEL 1.				THIS DRG. SUPERSEDES TYPE E-3279 SHT 1.			
SAS SPOORBAANONTWERP				57/60kg		TRACK DESIGN SAR	
GEJOGGELDE LASPLAAT				JOGGLED FISHPLATE			
VIR TERMETGESWEISTE				FOR THERMIT WELDED			
SPOORSTA AFLAS				RAIL JOINTS			
SKALE:-				1:1; 1:2		-: SCALES	
GETEKEN DRAWN			O. H. J. J. SPOORBAANINGENIEUR TRACK ENGINEER				
NAGETREK TRACED		TEKENKANTOORGOEDKEURING DRAWING OFFICE APPROVAL	DATUM - 81-03-17 - DATE				
NAGESIEN CHECKED		LÉER NO - FILE NO M24/S14	H. P. J. J. Hr (SPOORBAAN) IE (TRACK)			TIPE/TYPE E 3279 VEL SHT 2	
DATUM - 81-03-17 - DATE			DATUM - 81-03-17 - DATE			WYSIGINGS AMENDMENTS	1 2 3



SKAAL:- 1:1 -SCALE

**MERKING:**  
OR - VIR BUITE REGTER  
IR - VIR BINNE REGTER  
IL - VIR BINNE LINKER  
OL - VIR BUITE LINKER  
ALLE MERKING MOET  
VAN DIE 57/60 kg SAS  
ENT AF GELEES WORD.

MARKING  
OR - FOR OUTER RIGHT HAND  
IR - FOR INNER RIGHT HAND  
IL - FOR INNER LEFT HAND  
OL - FOR OUTER LEFT HAND  
ALL MARKING TO BE READ  
FROM 57/60 kg SAR END.



## AANLEG - LAYOUT

SKAAL: 1:10-SCALE





MAGASYNITEMNOMMERLYS	STORES	ITEM	NUMBER	LIST
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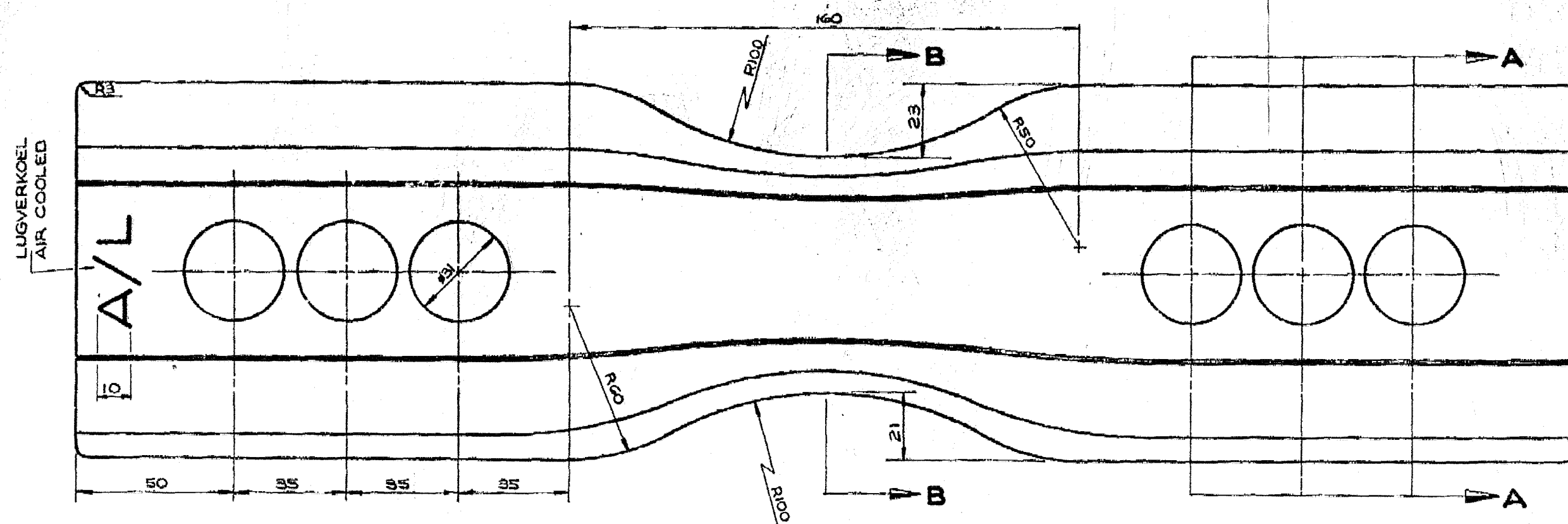
WYSIGINGS		AMENDMENTS	
I. MERKING	"A/L" AANGEBRING.	JRG 21/10/92	I. MARKING "A/L" ADDED. <del>/</del> JRG 21/10/92

SAS SPOORBAANONTWERP **48/51 kg — 57/60 kg** TRACK DESIGN SAR

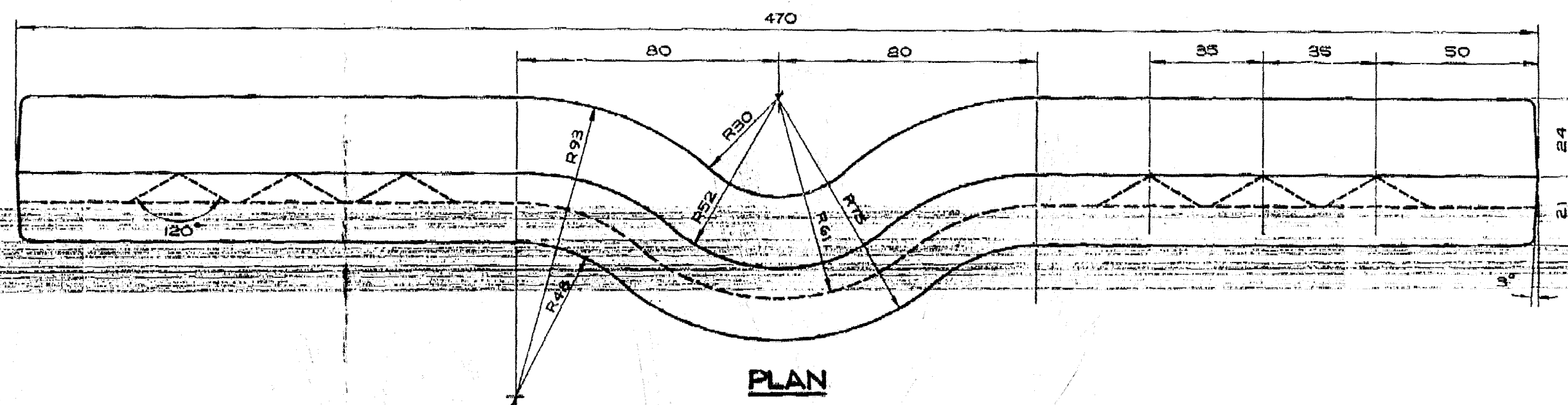
JOGGELAANSUITLASPLAAT	JOGGELD <sup>LED</sup> JUNCTION FISHPLATE
VIR	FOR

TERMIETGESWEISTE SPOORSTAAFLAS	THERMIT WELDED RAIL JOINT
-----------------------------------	---------------------------

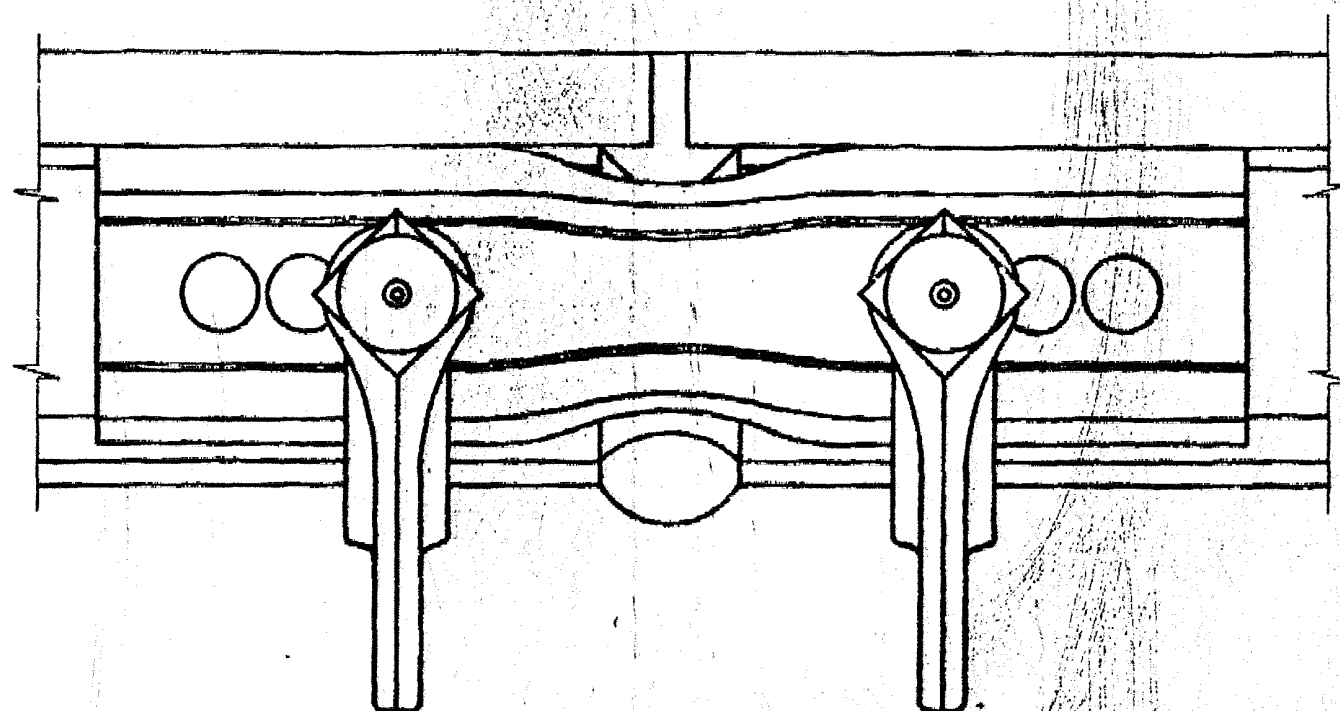
GETEKEN DRAWN	AH		SPOONBAANRENIER TRACK ENGINEER	DATUM: _____ -DATE
NAGETREK TRACED	AH			
NAGESIEN CHECKED	J.H.W.	TEKENKANTOORBOEDVERBODING DRAWING OFFICE APPROVAL		
LEER NO - FILE NO M 24/5/14	 W.P. de Haas H. (SPOONBAAN) IE (TRACK)		 J. van der Kolk SIVILE HOOFDRENIER CHIEF CIVIL ENGINEER	 <b>TIPE/TYPE</b> <b>E 3340</b>
	DATUM: 5/4/82 -DATE	DATUM: 10 May 1982 -DATE	SYSSIGNS APPENDMENTS	



**AANSIG-ELEVATION**

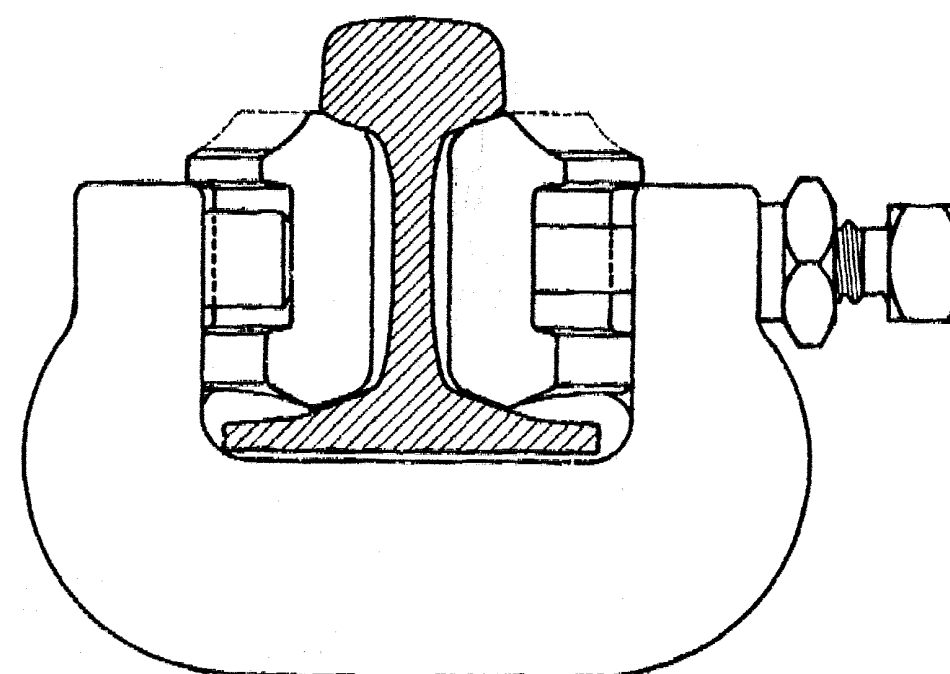


**PLAN**

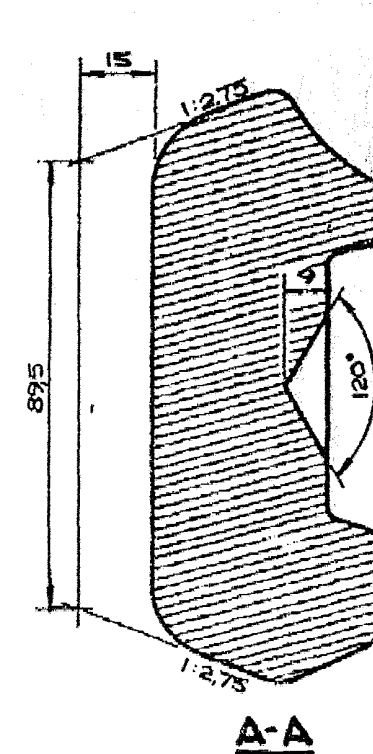


**AANSIG-ELEVATION**

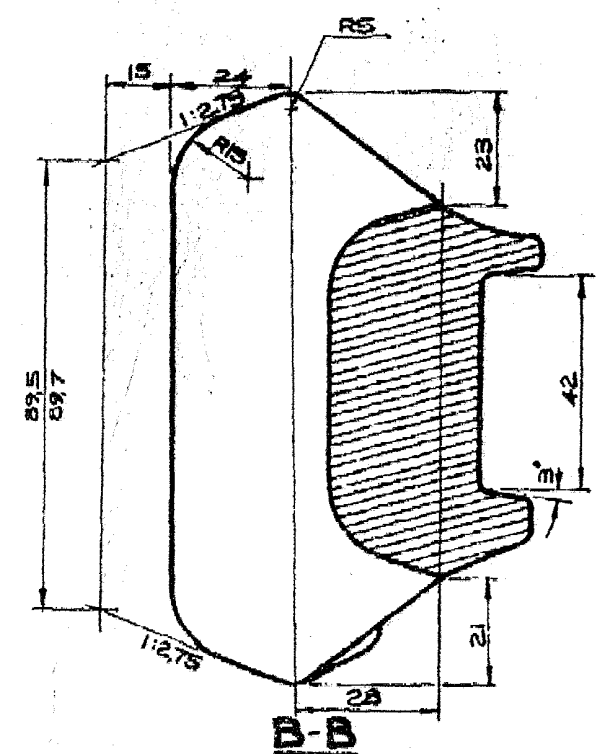
**SAMESTELLING - ASSEMBLY**



**ENTAANSIG - SIDE ELEVATION**

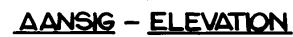


**A-A**



**B-B**

OPMERKINGS		NOTES	
1. KYK TEK TIPS E-3280 VIR DETAIL VAN KLAMP EN TOEBEHORE.		1. SEE DRG TYPE E-3280 FOR CLAMP DETAIL AND ACCESSORIES.	
2. HIERDIE LASPLAAT IS OP DIE STANDAARD TIPS E-317 EN CME 3448-0-000 GEBASEER.		2. THIS FISHPLATE IS BASED ON THE STANDARD TYPE 700 E-317 AND CME 3448-0-000.	
3. WITTEBEHANDELING - VERWIT TOT 830°C.		3. HEAT TREATMENT - HEAT TO 830°C.	
2. DOMPEL IN OLIE.		2. QUENCH IN OIL.	
3. TEMPER BY 200°C.		3. TEMPER AT 200°C.	
WYSIGINGS		AMENDMENTS	
1. TEKENING OORGETEKEN.		1. DRAWING REDRAWN.	
2. MERKING "A/L" AANGEBRING.		2. MARKING "A/L" ADDED.	
MAGASYNITEMNOMMER:- 211 281		STORES ITEM NUMBER:- 211 281	
SAS SPOORBAANONTWERP		UIC 60	
GEJOGGELDE LASPLAAT		JOGGLED FISHPLATE	
GEBRUK BY		USED AT	
TERMIETGESWEISTE		THERMIT - WELDED	
SPOORSTAAFLAS		RAIL JOINT	
SKALE 1:1 EN 1:2		SCALES 1:1 AND 1:2	
GETEKEN DRAWN	<i>[Signature]</i>	TEKENKANTOORGOEDKEURING DRAWING OFFICE APPROVAL	DATUM:-
NAGETREK TRACED	<i>[Signature]</i>	SPORBAANINGENIEUR TRACK ENGINEER	DATUM:-
NAGESIEN CHECKED	<i>[Signature]</i>	SPORBAANINGENIEUR CHIEF CIVIL ENGINEER	DATUM:-
LEER NR - FILE NO			
M 24/5/14			
M 24/5/102			
DATUM:- 24-05-15		DATUM:- 24-05-15	
700		E 318	
WYBORGES		AMENDMENTS	
1/2		1/2	

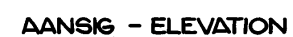


SKAAL 1:1 SCALE

<p><u>MERKING:</u></p> <p>OR - VIR BUITE REGTER</p> <p>IR - VIR BINNE REGTER</p> <p>IL - VIR BINNE LINKER</p> <p>OL - VIR BUITE LINKER</p> <p>ALLE MERKING MOET</p> <p>VAN DIE 5-GO SAS ENT</p> <p>AF GELEES WORD.</p>	<p><u>MARKING:</u></p> <p>OR - FOR OUTER RIGHT HAND</p> <p>IR - FOR INNER RIGHT HAND</p> <p>IL - FOR INNER LEFT HAND</p> <p>OL - FOR OUTER LEFT HAND</p> <p>ALL MARKING TO BE READ</p> <p>FROM 5-GO SAR END.</p>
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SKAAL 1:10 SCALE



### SAMESTELLING-ASSEMBLY

SKAAL 1:2 SCALE



MATERIAAL MATERIAL		11/15 688	
BUIITE LINKER / OUTER LEFT		48/51 kg SAS-S-60 SAR-OL	
BINNE LINKER / INNER LEFT		48/51 kg SAS-S-60 SAR-IL	
BUIITE RESTER / OUTER RIGHT		48/51 kg SAS-S-60 SAR-OR	
BINNE RESTER / INNER RIGHT		48/51 kg SAS-S-60 SAR-IR	
BESKRYVING DESCRIPTION		MERKING MARKING	
MAGASYNITEMOMMERLYS / STORES ITEM NUMBER LIST		MAG. ITEM N° STORES ITEM N°	
OPMERKINGS		NOTES	
1. VIR DETAIL VAN KLAMP EN BYSHORE KYK TKG. TYP E-3280. 2. HITTE BEHANDELING:- LASPLATE MOET IN WINDLOSE LUG AFKOEL. 3. MATERIAAL MOET VOLDOEN AAN SHI SPECIFIKASIE 1/65 (LONGSTE HERSIENING). 4. ALLE LASPLATE SAL IN WARM GEKOOKTE LYNGOLIE, OF ANDER SHI GOEDGEKEURDE SAMESTELLING, GEDOOP WORD. 5. JOGGEL LASPLATE MOET IN PARE PER LAS BESTEL WORD.		1. FOR DETAIL OF CLAMP AND ACCESSORIES SEE DRG. TYPE E-3280. 2. HEAT TREATMENT:- FISHPLATES TO BE COOLED IN STILL AIR. 3. MATERIAL TO COMPLY WITH CCE SPECIFICATION 1/65 (LATEST REVISION). 4. ALL FISHPLATES SHALL BE DIPPED INTO HOT BOILED UNSEED OIL OR OTHER COMPOSITION APPROVED BY CCE. 5. JOGGLED FISHPLATES TO BE ORDERED IN PAIRS PER JOINT.	
WYSIGINGS		AMENDMENTS	
SAS SPOORBAANONTWERP S-60 SAS SAR <b>JOGGELAANSLUITLASPLAAT</b> VIR TERMITGESWEGTE SPOORSTAAPLAS		48/51 kg SAS SAR <b>JOGGLED JUNCTION FISHPLATE</b> FOR THERMIT WELDED RAIL JOINT	
SCALE 1:1; 1:2; 1:10 SCALES			
GETEKEN DRAWN NAME TREK PACEE NAGESEN CHECKED	P.F. P.F. 04	TEKENKANTORGEDEKEURING DRAWING OFFICE APPROVAL hr (SPOORBAAN) IE (TRACK)	0.4 Trew SPOORBAANINGENIEUR TRACK ENGINEER DATUM- 80-12-02 - DATE
LÊER KW - FILE NO ME415/14	01.10.1980 80-12-02 - DATE	01.10.1980 SIVIELE HOOFINGENIEUR CHIEF CIVIL ENGINEER DATUM- 80-12-02 - DATE	 <b>TIPE/TYPE</b> <b>E 3336</b> WYSIGINGS AMENDMENTS

## **GENERAL BID CONDITIONS**

**[June 2022]**

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## 1 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Goods** shall mean the goods required by Transnet as specified in its Bid Document;
- 1.5 **Parties** shall mean Transnet and the Respondents to a Bid Document;
- 1.6 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.7 **RFP** shall mean Request for Proposal;
- 1.8 **RFQ** shall mean Request for Quotation;
- 1.9 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.10 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.11 **Service Provider or Supplier** shall mean the successful Respondent;
- 1.12 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.13 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.14 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

## 2 GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

## 3 SUBMITTING OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 The Bid Documents must be completed in their entirety and Respondents are required to complete and submit their Bid submissions by uploading them into the system against each tender selected. The bidder guide can be found on the Transnet Portal [transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net).

## 4 USE OF BID FORMS

- 4.1 Where special forms and/or formats are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and/or formats and not in other forms and/or formats or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms and/or formats must be completed for submission.
- 4.3 Only if insufficient space has been allocated to a particular response may a Respondent submit additional information under separate cover using the Company's letterhead. This must be duly cross-referenced in the RFX.

## **5 BID FEES**

A bid fee is not applicable. The Bid Documents may be downloaded directly from National Treasury's e-Tender Publication Portal at [www.etenders.gov.za](http://www.etenders.gov.za) and may also be downloaded from the Transnet website at [www.transnet.net](http://www.transnet.net) free of charge.

## **6 VALIDITY PERIOD**

- 6.1 The Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the bid.
- 6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change/s is as a direct and unavoidable consequence of Transnet's extension of the validity period.

## **7 SITE VISITS / BRIEFING SESSIONS**

Respondents may be requested to attend a site visit or briefing session where it is necessary to view the site in order to prepare their Bids, or where Transnet deems it necessary to provide Respondents with further information to allow them to complete their Bids properly. Where such visits or sessions are indicated as compulsory in the RFX Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

## **8 CLARIFICATION BEFORE THE CLOSING DATE**

Should clarification be required on any aspect of the Bid before the closing date, the Respondent must upload questions onto the Transnet e-Tender Submission Portal or direct such queries to the contact person listed in the RFX Document in the stipulated manner.

## **9 COMMUNICATION AFTER THE CLOSING DATE**

After the closing date of a Bid (i.e. during the evaluation period) the Respondent may only communicate with the contact person listed in the RFX Document.

## **10 UNAUTHORISED COMMUNICATION ABOUT BIDS**

Respondents may at any time communicate with the contact person listed in the RFX Document on any matter relating to its Bid but, in the absence of written authority from the delegated individual (BEC chairperson), no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential service providers or any member of the Bid Adjudication Committee or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

## **11 RETURNABLE DOCUMENTS**

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

## **12 DEFAULTS BY RESPONDENTS**

If the Respondent, after it has been notified of the acceptance of its Bid fails to:



- 12.1 enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- 12.2 accept an order in terms of the Bid;
- 12.3 furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- 12.4 comply with any condition imposed by Transnet,

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.

### **13 CURRENCY**

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [ZAR], save to the extent specifically permitted in the RFP.

### **14 PRICES SUBJECT TO CONFIRMATION**

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

### **15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES**

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

### **16 EXCHANGE AND REMITTANCE**

- 16.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Supplier/Service Provider, effect payment overseas directly to the foreign principal or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- 16.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 16.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the Exchange and Remittance section of the Bid Documents and also furnish full details of the principals or manufacturer to whom payment is to be made.
- 16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 16.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which the Goods/Services were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties.
- 16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

## **17 ACCEPTANCE OF BID**

- 17.1 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 17.2 Where the Respondent has been informed by Transnet of the acceptance of its Bid, an email communication that has been successfully sent to the Respondent shall be regarded as proof of delivery to the Respondent 1 day after the date of submission.

## **18 NOTICE TO UNSUCCESSFUL RESPONDENTS**

- 18.1 Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents must be informed of the name of the successful Respondent and of the reason as to why their Bids had been unsuccessful.

## **19 TERMS AND CONDITIONS OF CONTRACT**

- 19.1 The Supplier/Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on a company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments /alternative(s) are acceptable or otherwise, as the case may be. Respondents will be afforded an opportunity to withdraw an unacceptable deviation, failing which the respondent will be disqualified.

## **20 CONTRACT DOCUMENTS**

- 20.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- 20.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of acceptance, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- 20.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance, shall constitute a binding contract until the final contract is signed.

## **21 LAW GOVERNING CONTRACT**

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The domicilium citandi et executandi shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

## **22 IDENTIFICATION**

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

## **23 RESPONDENT'S SAMPLES**

- 23.1 If samples are required from Respondents, such samples shall be suitably marked with the Respondent's name and address, the Bid number and the Bid item number and must be despatched in time to reach the addressee as stipulated in the Bid Documents on or before the closing date of the Bid. Failure to submit samples by the due date may result in the rejection of a Bid.
- 23.2 Transnet reserves the right to retain samples furnished by Respondents in compliance with Bid conditions.
- 23.3 Payment will not be made for a successful Respondent's samples that may be retained by Transnet for the purpose of checking the quality and workmanship of Goods/Services delivered in execution of a contract.
- 23.4 If Transnet does not wish to retain unsuccessful Respondents' samples and the Respondents require their return, such samples may be collected by the Respondents at their own risk and cost.

## **24 SECURITIES**

- 24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of a Deed of Suretyship [Deed of Suretyship] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 For the purpose of clause 24.124.1 above, Transnet will supply a Deed of Suretyship form to the successful Respondent for completion and no guarantee in any other form will be accepted. A copy of such form will be supplied to Respondents on request. For this purpose a Deed of Suretyship form will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 [thirty] calendar days from the date of the letter of acceptance. No payment will be made until the form, duly completed, is delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Supplier/Service Provider to cancel the contract with immediate effect.
- 24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Supplier/Service Provider in relation to the conditions of this clause 244 will be for the account of the Supplier/Service Provider.

## **25 PRICE AND DELIVERY BASIS FOR GOODS**

- 25.1 Unless otherwise specified in the Bid Documents, the prices quoted for Goods must be on a Delivered Duty Paid [latest ICC Incoterms] price basis in accordance with the terms and at the delivery point or

points specified in Transnet's Bid Documents. Bids for supply on any other basis of delivery are liable to disqualification. The lead time for delivery stated by the Respondent must be inclusive of all non-working days or holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Respondent.

25.2 Respondents must furnish their Bid prices in the Price Schedule of the Bid Documents on the following basis:

- a) Local Supplies - Prices for Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held in South Africa, to be quoted on a Delivered RSA named destination basis.
- b) Imported Supplies - Prices for Goods to be imported from all sources to be quoted on a Delivered Duty Paid [latest ICC Incoterms] basis, to end destination in South Africa, unless otherwise specified in the Bid Price Schedule.

## **26 EXPORT LICENCE**

The award of a Bid for Goods to be imported may be subject to the issue of an export licence in the country of origin or supply. If required, the Supplier/Service Provider's manufacturer or forwarding agent shall be required to apply for such licence.

## **27 QUALITY OF MATERIAL**

Unless otherwise stipulated, the Goods offered shall be NEW i.e. in unused condition, neither second-hand nor reconditioned.

## **28 DELETION OF ITEMS EXCLUDED FROM BID**

The Respondent must delete items for which it has not tendered or for which the price has been included elsewhere in its Bid.

## **29 VALUE-ADDED TAX**

29.1 In respect of local supplies, i.e. Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held or already in transit to South Africa, the prices quoted by the Respondent are to be inclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.

29.2 In respect of foreign Services rendered:

- a) the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
- b) the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

## **30 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT**

30.1 Method of Payment

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.

- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 30.1 (a) above. Failure to comply with clause 30.1 (a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Supplier/Service Provider**] shall, where applicable, be required to furnish a guarantee covering any advance payments.

#### 30.2 Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated as from the date of receipt by Transnet of the Supplier/Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects as referred to in the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional period will be recalculated from the date of receipt of the correct documentation.

### 31 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

#### 31.1 Contract Quantities

- a) It must be clearly understood that although Transnet does not bind itself to purchase a definitive quantity under any contract which may be entered into pursuant to this Bid, the successful Respondent nevertheless undertakes to supply against the contract such quantities as may be ordered against the contract, which orders are posted or delivered by hand or transmitted electronically on or before the expiry date of such contract.
- b) It is furthermore a condition that Transnet will not accept liability for any material/stocks specially ordered or carried by the Respondent with a view to meeting the requirements under any such contract.
- c) The estimated planned quantities likely to be ordered by Transnet per annum are furnished in relevant section of the Bid Documents. For avoidance of doubt the estimated quantities are estimates and Transnet reserves the right to order only those quantities sufficient for its operational requirements.

#### 31.2 Delivery Period

- a) **Period Contracts and Fixed Quantity Requirements**  
It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.
- b) **Progress Reports**  
The Supplier/Service Provider may be required to submit periodical progress reports with regard to the delivery of the Goods/Services.
- c) **Emergency Demands as and when required**  
If, due to unforeseen circumstances, supplies of the Goods/Services covered by the Bid are required at short notice for immediate delivery, the Supplier/Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period,

Transnet reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The Total or Partial Failure to Perform the Scope of Supply section in the Terms and Conditions of Contract will not be applicable in these circumstances.

## **32 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS**

### **32.1 Copyright**

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Supplier/Service Provider for the purpose of contract work shall be governed by the Intellectual Property Rights section in the Terms and Conditions of Contract.

### **32.2 Drawings and specifications**

In addition to what may be stated in any Bid Document, the Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for Goods/Services strictly in accordance with the drawings and/or specifications supplied by Transnet, notwithstanding that it may be aware that alterations or amendments to such drawings or specifications are contemplated by Transnet.

### **32.3 Respondent's drawings**

Drawings required to be submitted by the Respondent must be furnished before the closing time and date of the Bid. The non-receipt of such drawings by the appointed time may disqualify the Bid.

### **32.4 Foreign specifications**

The Respondent quoting for Goods/Services in accordance with foreign specifications, other than British and American standards, is to submit translated copies of such specifications with the Bid. In the event of any departures or variations between the foreign specification(s) quoted in the Bid Documents, full details regarding such departures or variations must be furnished by the Respondent in a covering letter attached to the Bid. Non-compliance with this condition may result in disqualification.

## **33 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS**

33.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the designated official of Transnet according to whichever officer is specified in the Bid Documents.

33.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.

33.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.

33.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.

- a) Such Power of Attorney must comply with Rule 63 (Authentication of documents executed outside the Republic for use within the Republic) of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
  - b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
  - c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
  - d) The Power of Attorney must authorise the South African representative or agent to choose the domicilium citandi et executandi.
- 33.5 If payment is to be made in South Africa, the foreign Supplier/Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:
- a) funds are to be transferred to the credit of the foreign Supplier/Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
  - b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.
- 33.6 The attention of the Respondent is directed to clause 24 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

#### **34 DATABASE OF RESTRICTED SUPPLIERS**

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 Bid shall be awarded to a Bidder 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 Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

#### **35 CONFLICT WITH ISSUED RFX DOCUMENT**

- 35.1 Should a conflict arise between these General Bid Conditions and the issued RFX document, the conditions stated in the RFX document shall prevail.

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**Important Note: All potential bidders must read this document and certify in the RFX Declaration Form that they have acquainted themselves with, and agree with the content. The contract with the successful bidder will automatically incorporate this Integrity Pact as part of the final concluded contract.**

## **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

And The Bidder / Supplier/ Service Provider / Contractor (hereinafter referred to as the "Bidder / Supplier")



## **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 Bidders / Suppliers.

In order to achieve these goals, Transnet and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder's / Supplier'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 Bidders / Suppliers 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 Bidder / Supplier 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 Bidders / Suppliers 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 Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.
- 2.3 Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process in a fair manner.
- 2.4 Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

### 3 OBLIGATIONS OF THE BIDDER / SUPPLIER

- 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 Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:
- a) The Bidder / Supplier 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 bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and
  - b) The Bidder / Supplier 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 bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.
- 3.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier 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 Bidder / Supplier 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 bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
- 3.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.

- 3.8 Transnet may require the Bidder / Supplier 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 Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Bidder/Supplier 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 BIDDING**

- 4.1 For the purposes of this undertaking in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
- a) has been requested to submit a Bid in response to this Bid invitation;
  - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.
- 4.2 The Bidder has arrived at his submitted Bid 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 bidding.
- 4.3 In particular, without limiting the generality of paragraph 4.2 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 Bid;

- e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
  - f) bidding with the intention of not winning the Bid.
- 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 Bid relates.
- 4.5 The terms of the Bid as submitted 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.
- 4.6 Bidders are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

## **5 DISQUALIFICATION FROM BIDDING PROCESS**

- 5.1 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Transnet may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.
- 5.2 If the Bidder / Supplier has committed a transgression through a violation of paragraph 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 Bidder / Supplier from future bidding 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 Bidder / Supplier 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 Bidder / Supplier 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 DATABASE OF RESTRICTED SUPPLIERS**

- 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 Bid shall be awarded to a Bidder 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 Bidder should it be established, at any time, that a bidder 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 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 supplier or contractor to Transnet may not subcontract any portion of the contract to a restricted company.
- 6.7 Grounds for restriction include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:
  - a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
  - b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
  - c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
  - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
  - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
  - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
    - (i) he made the statement in good faith honestly believing it to be correct; and
    - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
  - g) has submitted false information regarding any other matter required in terms of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act which will affect the evaluation of a Bid or where a Bidder has failed to declare any subcontracting arrangements;
  - h) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
  - i) has litigated against Transnet in bad faith.

## **7 PREVIOUS TRANSGRESSIONS**

- 7.1 The Bidder / Supplier 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 Bidder's / Supplier's database or any bidding process.
- 7.2 If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX 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 Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation to the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue;
- b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier;
- c) Recover all sums already paid by Transnet;
- d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments, already made by Transnet, along with interest;
- e) Cancel all or any other contracts with the Bidder / Supplier;
- f) Exclude the Bidder / Supplier from entering into any bid with Transnet and other organs of state in future for a specified period; and
- g) If the Supplier subcontracted a portion of the bid to another person without declaring it to Transnet, Transnet must penalise the Supplier up to 10% of the value of the contract.

## 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 bidding / 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 bid committee member or any person involved in the sourcing process must be declared in a prescribed form.

9.3 If a Bidder / Supplier 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 bid which will be considered for the bid process, the Bidder / Supplier:

- 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 Bidder / Supplier 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 Bidder / Supplier.

## 10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Transnet and its Bidder / Supplier, 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 restriction 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 supplier make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a supplier makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a supplier abuses the court process in order to gain a competitive advantage during a bid 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 bidding 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.
- 11.5 Should a Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders / Suppliers 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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## **NON DISCLOSURE AGREEMENT**

**[April 2020]**



**THIS AGREEMENT is made between**

**Transnet SOC Ltd [Transnet]** [Registration No. 1990/000900/30]

whose registered office is at 49<sup>th</sup> Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

**and**

**the Company as indicated in the RFP bid response hereto**

**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 Bid 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** 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 Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 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 Bid 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 Bid 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 Bid 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 Bid 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 Bid 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.

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## SUPPLIER DECLARATION FORM

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**Please Note:** This Supplier Declaration Form is only to be completed by the successful bidder who is awarded the contract.

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 V 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:** Effective **1 April 2016** 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 (where applicable), as EMEs and QSEs (QSE's with more than 51% ownership) are only expected to supply an affidavit as per (Appendix D and E). These affidavits must be resubmitted on an annual basis as failure to do so may result in the supplier's account being temporarily suspended.

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

**1. If your annual turnover is less than R10 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a certified signed letter from your Auditor / Accountant 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 AND / OR B-BBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), or a sworn Affidavit should you feel you will be able to attain a better B-BBEE score. (Appendix D).

**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) and you claim a specific B-BBEE level based on any 4 of the 7 elements of the B-BBEE score-card, please include your B-BBEE certificate in your submission as confirmation of your status. Or if the Supplier is a QSE with More than 51% black owned, they can submit a sworn affidavit (Appendix E).

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

**3. If your annual turnover exceeds R50 million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific B-BBEE level based on all seven elements of the B-BBEE generic score-card. Please include your B-BBEE certificate in your submission as confirmation of your status.

**Please Note:** B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent 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.** From 01 May 2015 only B-BBEE certificates issued by SANAS accredited verification agencies will be valid.

## **PROTECTION OF PERSONAL INFORMATION**

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. Transnet will process all information by the Respondent 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.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this Supplier Declaration Form, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information 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.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Supplier Declaration Form and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In completing this Supplier Declaration form, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by the Respondent in their response to this Supplier Declaration Form for the purpose of registering the Respondent as a Transnet Vendor to facilitate for payment in the execution of the Agreement between Transnet and the Respondent and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this Supplier Declaration Form, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, vendor management, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet 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 this Supplier Declaration Form (physically, through a computer or any other form of electronic communication).

9. Transnet shall notify the Respondent in writing of any unauthorised access to information, 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 Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and their identity thereof in terms of the POPIA.
11. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
12. In submitting any information or documentation requested in this Supplier Declaration Form, the Respondent is hereby consenting to the processing of their personal information for the purpose of this Supplier Declaration Form and further confirming that they are aware of their rights in terms of Section 5 of POPIA.

**Respondents are required to provide consent below:**

<b>YES</b>		<b>NO</b>	
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13. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against 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 the Respondent submitted to it.
14. The Respondent declares that the personal information submitted for the purpose of this Supplier Declaration Form is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: \_\_\_\_\_

Should a Respondent have any complaints or objections to processing of its personal information, by Transnet, the Respondent 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



## Supplier Declaration Form

**Important Notice:** Effective 1 April 2016 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	Foreign International	Foreign Branch Office	

Did your company previously operate under another name? Yes ☐ No ☐

If **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	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	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	
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	
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Does your company have a valid B-BBEE certificate?				Yes		No	
What is your Broad Based BEE status (Level 1 to 9)							
Majority Race of Ownership							
% Black Ownership		% Black Women ownership		% Black Disabled person(s) ownership		% Black Youth ownership	
<b>Please Note:</b> Please provide proof of B-BBEE status as per Appendix V. If you qualify as an EME or QSE then provide an affidavit following the examples provided in Appendix III and IV respectively. If you have indicated Black Disabled person(s) ownership, then provide a <b>certified</b> letter signed by a physician, on the physician's letterhead, confirming the disability.							

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		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oaths			
Name		Date	
Signature		Telephone No	

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Example of an Affidavit or Solemn Declaration as to VAT registration status

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**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.

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Commissioner of Oaths

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Example of an Affidavit or Solemn Declaration as to number of employees

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**Affidavit or Solemn Declaration**

I, \_\_\_\_\_, solemnly swear/declare that \_\_\_\_\_  
\_\_\_\_\_ employs three or more full time employees, which employees are engaged  
in the business of rendering the services of the organisation and are not connected persons as defined  
in the Income 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

## Example of an Affidavit or Solemn Declaration as to EME B-BBEE Status

### 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 authorised to act on its behalf.

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

3. I hereby declare under oath that:

- The enterprise is \_\_\_\_\_ % black owned;
- The enterprise is \_\_\_\_\_ % black woman owned;
- The enterprise is \_\_\_\_\_ % black youth owned;
- The enterprise is \_\_\_\_\_ % black disabled owned;
- 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. The entity is an empowering supplier in terms of the **DTI** Codes of Good Practice.
5. 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.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

**Deponent Signature:** \_\_\_\_\_

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

\_\_\_\_\_  
**Commissioner of Oaths**  
**Signature & stamp**

## Example of an Affidavit or Solemn Declaration as to QSE B-BBEE Status

**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL 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 authorised to act on its behalf.

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

3. I hereby declare under oath that:

- The enterprise is \_\_\_\_\_ % black owned;
- The enterprise is \_\_\_\_\_ % black woman owned;
- The enterprise is \_\_\_\_\_ % black youth owned;
- The enterprise is \_\_\_\_\_ % black disabled owned;
- Based on the management accounts and other information available for the \_\_\_\_\_ financial year, the income did not exceed R50,000,000.00 (fifty million rand);
- The entity is an empowering supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) of the DTI Codes of Good Practice. **(Tick appropriate box in table below).**

(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%		(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and / or packaging		(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities			

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)	

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

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

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

\_\_\_\_\_  
**Commissioner of Oaths**  
**Signature & stamp**