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## **Transnet Freight Rail**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

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

**FOR THE: PROVISION OF MAINTENANCE OF CAPE CORRIDOR RAILWAY TRACK  
WITH ON TRACK OHTE MACHINES ON AN "AS AND WHEN REQUIRED" BASIS FOR  
A PERIOD OF THIRTY (30) DAYS**

<b>RFP NUMBER</b>	<b>: WRAC/BFC/40593</b>
	<b>: [TFR/2023/02/0009/21649/RFP]</b>
<b>ISSUE DATE</b>	<b>: 7 MARCH 2023</b>
<b>CLOSING DATE</b>	<b>: 20 MARCH 2023</b>
<b>CLOSING TIME</b>	<b>: 12 h00 pm</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	<b>Description of the Service: PROVISION OF MAINTENANCE OF CAPE CORRIDOR RAILWAY TRACK WITH ON TRACK OHTE MACHINES ON AN "AS AND WHEN REQUIRED" BASIS FOR A PERIOD OF THIRTY (30) DAYS</b>
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) FREE OF CHARGE.</b>
<b>CLOSING DATE</b>	<b>12:00pm on (20/03/2023)</b> Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b>

#### 2. TENDER SUBMISSION

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

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

Log on to the Transnet eTenders management platform website (<https://transnetetenders.azurewebsites.net>);

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.

- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**
- b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

### 3. CONFIDENTIALITY

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

### 4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;

- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-19], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
  - *unduly high or unduly low tendered rates or amounts in the tender offer;*
  - *contract data of contract provided by the tenderer; or*
  - *the contents of the tender returnables which are to be included in the contract.*

5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

Supplier Number..... and Unique registration reference number.....

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

## T1.2 TENDER DATA

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

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

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

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

a) Clause	b) Data
C.1.1	The <i>Employer</i> is <b>Transnet SOC Ltd (Reg No. 1990/000900/30)</b>
C.1.2	The tender documents issued by the <i>Employer</i> comprise:  <b>Part T: The Tender</b>  Part T1: Tendering procedures  Part T2 : Returnable documents  <b>Part C: The contract</b>  Part C1: Agreements and contract data  Part C2: Pricing data  Part C3: Scope of work  Part C4: Affected Property
	T1.1 Tender notice and invitation to tender T1.2 Tender data  T2.1 List of returnable documents T2.2 Returnable schedules  C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities  C2.1 Pricing instructions: Option A C2.2 Price List  C3.1 Service Information  C4.1 Affected Property

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C.1.4	The Employer's agent is:	Technical Buyer
	Name:	Chris van Vuuren
	Tel No.	(051) 408 2206
	E – mail	Chris.vanVuuren@transnet.net

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

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

a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **4 CE or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

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

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
- the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **4 CE or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- The tenderer shall provide a certified copy of its signed joint venture agreement.

The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C.3.11.3 below.

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

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**2. Stage Two – Due Diligence (Objective Criteria)**

Transnet will conduct due diligence on preferred bidders to verify and validate bid submissions on the following:

3.1 Health and Safety, Risk and Environmental will only be assessed:

- Health and Safety Management (T2.2-04)
- Tender Safety, Environmental and Risk Objective Questionnaire (T2.2-04a)

3.2 Availability of Machines (T2.2-11)

3.3 Operational Risk (T2.2-03)

Transnet reserves the right to conduct a further due diligence exercise on preferred bidder(s)



in order to verify and validate their bid submissions. Due to the urgency of the project, the due diligence will also be used to verify the capacity of the bidders, to mitigate any risk for operations that Transnet cannot mitigate. The outcome of the due diligence will be applied as objective criteria.

C.2.12 No alternative tender offers will be considered.

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

C.2.13.5 The *Employer's* details and identification details that are to be shown on each tender offer  
C.2.15.1 package are as follows:

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer: .....
- Contact person and details: .....
- The Tender Number:  
**[TFR/2023/02/0009/21649/RFP]**
- The Tender Description : Provision of maintenance of Cape corridor railway track with on track OHTE machines on an "as and when required" basis for a period of thirty (30) days

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

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

C.2.15 The closing time for submission of tender offers is:  
Time: **12:00pm** on the **20 MARCH 2023**  
Location: The Transnet e-Tender Submission Portal:  
(<https://transnetetenders.azurewebsites.net>);

**NO LATE TENDERS WILL BE ACCEPTED**

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.  
**Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;



3. A valid CIDB certificate in the correct designated grading; **(4 CE or higher)**
4. Proof of registration on the Central Supplier Database;
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.11 The procedure for the evaluation of responsive tenders is Price and Preference.

**Note: Any tender not complying with the above mentioned requirements, will be regarded as non-responsive and will therefore not be considered for further evaluation. This note must be read in conjunction with Clause C.2.1.**

C.3.11. Only tenders that are Administratively and Substantively Responsive will be further evaluated in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations.

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

Up to 100 minus  $W_1$  tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

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

C.3.13 Tender offers will only be accepted if:

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

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to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

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

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C.3.17	The number of paper copies of the signed contract to be provided by the Employer is 1 (one).
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**STAATSKOERANT, 8 AUGUSTUS 2019**

**DEPARTMENT OF PUBLIC WORKS**

**NOTICE 423 OF 2019**

**STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION**

**WORKS CONTRACTS**

**AUGUST 2019**

**Annex C**

**Standard Conditions of Tender**

**C.1 General**

**C.1.1 Actions**

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

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

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

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

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

### **C.1.2 Tender Documents**

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

### **C.1.3 Interpretation**

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

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

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

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

i) someone in a position of trust has competing professional or personal interests

which make it difficult to fulfill his or her duties impartially;

ii) an individual or tenderer is in a position to exploit a professional or official capacity

in some way for their personal or corporate benefit; or

iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

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

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

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

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

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language.

The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

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

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

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

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

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

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

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

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

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

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

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified,

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Specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

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

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

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

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

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

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

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

### **C.2.1 Eligibility**

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

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

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time for tenders.

### **C.2.2 Cost of tendering**

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

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

### **C.2.3 Check documents**

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

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

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

### **C.2.5 Reference documents**

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

### **C.2.6 Acknowledge addenda**

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

### **C.2.7 Clarification meeting**

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



### **C.2.8 Seek clarification**

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

### **C.2.9 Insurance**

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

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

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes

Except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

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

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

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

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

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

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

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

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

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

### **C.2.13 Submitting a tender offer**

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

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

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

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

- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

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

- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

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

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

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

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### **C.2.18 Provide other material**

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

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

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

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

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

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

### **C.2.21 Check final draft**

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

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

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

### **C.2.23 Certificates**

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

## **C.3 The employer's undertakings**

### **C.3.1 Respond to requests from the tenderer**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

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

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

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

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or

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c) arithmetic errors in:

- (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
- (ii) the summation of the prices.

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

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

a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

b) Where there is an error in the total of the prices either as a result of other corrections Required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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

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

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

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

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

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

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

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

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

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

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

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

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

#### **C.3.11.1 General**

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

## T2.1 List of Returnable Documents

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

**T2.2-01 Stage One as per CIDB: Eligibility Criteria Schedule - CIDB Registration (4 CE or higher)**

### 2.1.2 Stage Two – Objective Criteria (Due Diligence)

Transnet will conduct due diligence on preferred bidders to verify and validate bid submissions on the following:

2.1.2.1 Health and Safety and Risk and Environmental will only be assessed.

- Health and Safety Management **(T2.2-04)**
- Tender Safety, Environmental and Risk Objective Questionnaire **(T2.2-04a)**

2.1.2.2 Availability of Machines **(T2.2-11)**

2.1.2.3 Transnet reserves the right to conduct a further due diligence exercise on preferred bidder(s) in order to verify and validate their bid submissions. Due to the urgency of the project, the due diligence will also be used to verify the capacity of the bidders, to mitigate any risk for operations that Transnet cannot mitigate. The outcome of the due diligence will be applied as objective criteria.

### 2.1.3 Returnable Schedules:

#### General:

**T2.2-03** Operational Risk

**T2.2-04** Health and Safety Management

**T2.2-04a** Tender Safety, Environmental and Risk Objective Questionnaire

**T2.2-04b** Health and Safety Cost Breakdown

**T2.2-05** Letter of Good Standing

**T2.2-06** Risk Elements

**T2.2-07** Changes to tender document

**T2.2-08** Authority to submit tender

**T2.2-09** Record of addenda to tender documents

**T2.2-10** Storage Capacity

**T2.2-11** Availability of Equipment and Other Resources

**T2.2-11a** Schedules of Machine/s

**T2.2-12** Affected Property Establishment requirements

#### Agreement and Commitment by Tenderer:

**T2.2-13:** CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

**T2.2-14:** Supplier Code of Conduct

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- T2.2-15: Non-Disclosure Agreement
  - T2.2-16: RFP Declaration Form
  - T2.2-17: Certificate of Acquaintance with Tender Document
  - T2.2-18: Service Provider Integrity Pact
  - T2.2-19: RFP – Breach of Law
  - T2.2-20: Confirmation of machine/s ownership
  - T2.2-21: Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

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

- T2.2-22 Insurance provided by the Contractor

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

### **2.3 C1.2 Contract Data**

### **2.5 C2.1 Pricing Instructions Price List**

### **2.6 C2.2 Price List**

### **2.7 C3 - Service Information**

### **2.8 C4 – Affected Property**

## T2.2-01: Eligibility Criteria Schedule - CIDB Grading Designation

### Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

- Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **4 CE or higher** class of construction works, are eligible to have their tenders evaluated.

### 2. Joint Venture (JV)

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

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

### T2.2-03: Operational Risk [Objective Criteria Schedule]

<b>Operational Risk – Dual Purpose Ballast Tamber</b>	<b>Response</b>		<b>Supporting Documentation</b>
	<b>Yes</b>	<b>No</b>	
Bidder to start rendering the service 7 days after the receipt of the award letter			Commitment letter on the company letter head.
Bidder to offer Supply, Operate and Maintain contract			Signed Method Statement
The Machine shall fit the rail structure gauge of 1065mm.			The bidder to submit the detailed drawing showing the structural gauge of the machine
The Machine shall not exceed 20ton per axle.			The bidder to submit machine specification outlining the weight of the machine.
The Contractor to submit the machine delivery plan from the award date to commissioning of the machine.			The contractor to submit the detailed delivery schedule
The Machine shall have service brakes and independent emergency brakes capable of providing minimum retardation of 12,5% and gravitational acceleration of 6%.			The bidder to submit machine specification outlining the braking capabilities of the machine OR a signed method statement outlining the braking capabilities of the machine.
The machine shall lift the track and turnout, tamp the ballast under the sleeper(s) and align the track to an automatically determined line and level,			The bidder to submit the machine specification OR a signed method statement
The machine shall be self-propelled and be capable of travelling free on track at a minimum speed of 60km/h for work at any depot.			The bidder to submit the tamping and regulating machine specifications.
The driver's cab of all machines shall comfortably accommodate all necessary personnel and shall afford a clear unobstructed view of the track ahead for both the driver and the pilot, in both travel directions. The bidder to submit technical drawings of the machine.			The bidder to submit the machine specification OR a signed method statement
The machine shall tamp all types of turnouts.			The bidder to submit the machine specification OR a signed method statement
The machine shall be capable of being hauled in both directions as the last vehicle of a train if required to clear the section when on breakdown.			The bidder to submit the machine specification OR a signed method statement
The Bidder must submit a machine and equipment maintenance plan that indicates how the availability and productivity of the machinery and equipment will be ensure. The maintenance plan should include but need not be limited to - Maintenance intervals. - Average time to maintain for both major and minor services - Workshop facilities - Maintenance Structure - Spares Management			The Contractor must submit a detailed maintenance plan.



<b>Operational Risk – On-Track Overhead Vehicle</b>	<b>Response</b>		<b>Supporting Documentation</b>
	<b>Yes</b>	<b>No</b>	
Bidder to start rendering the service 7 days after the receipt of the award letter			Commitment letter on the company letter head.
Bidder to offer Supply, Operate and Maintain contract			Signed Method Statement
The Machine shall fit the rail structure gauge of 1065mm.			The bidder to submit the detailed drawing showing the structural gauge of the machine
The Machine shall not exceed 20ton per axle.			The bidder to submit machine specification outlining the weight of the machine.
The OHTE shall fit within the vehicle gauge given in Annexure 2 of the Manual for Track Maintenance during travelling and working. Should any machine or any part of the load of any machine exceed the vehicle gauge in any respect, this shall be clearly indicated by the Tenderer by means of suitable drawings.			The Contractor shall submit vehicle gauge drawings with the tender document.
The Machine shall have service brakes and independent emergency brakes capable of providing minimum retardation of 12,5% and gravitational acceleration of 6%.			The bidder to submit machine specification outlining the braking capabilities of the machine OR a signed method statement outlining the braking capabilities of the machine.
The machine shall be able to regulate a sharp curve of radii R=135m			The bidder to submit the machine specification OR a signed method statement
The Machines shall be self-propelled.			The bidder to submit the machine specification OR a signed method statement
The Machine shall travel free on rail up a gradient of 1:30			The bidder to submit the machine specification OR a signed method statement
The machine shall be able to work under OHTE equipment with height from 4.2 to 6.2 meters from rail level			The bidder to submit the machine specification OR a signed method statement
The machine shall be able to work in restricted areas of railway tunnels and bridges			The bidder to submit the machine specification OR a signed method statement
The machine must be fitted with the specified earthing pantograph, directly connected to the chassis, insulated for 3kV, 11 kV, 25kV and 50kV.			The bidder to submit the machine specification OR a signed method statement
The Contractor shall supply a machine that is not older than 10 years or a machine that has been refurbished (reassembling and replacing components that restore the machine to its state when originally manufactured) 5 years as measured from the date of award or earlier than that.			Year Model of the machine or Date of refurbishment as well supporting proof (proof should show critical parts that enhance capacity)
The Bidder must submit a machine and equipment maintenance plan that indicates how the availability and productivity of the machinery and			The Contractor must submit a detailed maintenance plan.



equipment will be ensure. The maintenance plan should include but need not be limited to - Maintenance intervals. - Average time to maintain for both major and minor services - Workshop facilities - Maintenance Structure - Spares Management			
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## T2.2-04: Health and Safety Management [Assessment Schedule]

Submit the following documents as a minimum with your tender:

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

### Attached submissions to this schedule:

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## T2.2-04a: Health and Safety Questionnaire

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



Does your company have a Certificate of Recognition?

☐ Yes ☐ No If Yes, what is the Certificate No. \_\_\_\_\_ Issue Date \_\_\_\_\_
**4. SAFETY PROGRAM**

Do you have a written safety program manual?

☐ Yes ☐ No

If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution?

☐ Yes ☐ No

If Yes, provide a copy for review

Does your safety program contain the following elements:

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

**5. TRAINING PROGRAM**

5A. Do you have an orientation program for new hire employees?

☐ Yes ☐ No

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

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

5B. Do you have a program for training newly hired or promoted supervisors?

☐ Yes ☐ No

(If Yes, submit an outline for evaluation. Does it include instruction on the following:

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



EMPLOYER RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	SAFETY COMMUNICATION	<input type="checkbox"/>	<input type="checkbox"/>
EMPLOYEE RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	FIRST AID/MEDICAL PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
DUE DILIGENCE	<input type="checkbox"/>	<input type="checkbox"/>	NEW WORKER TRAINING	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY LEADERSHIP	<input type="checkbox"/>	<input type="checkbox"/>	ENVIRONMENTAL REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>
WORK REFUSALS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
INSPECTION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>	PRE-JOB SAFETY INSTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	DRUG & ALCOHOL POLICY	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT INVESTIGATION	<input type="checkbox"/>	<input type="checkbox"/>	PROGRESSIVE DISCIPLINARY POLICY	<input type="checkbox"/>	<input type="checkbox"/>
SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY MEETINGS	<input type="checkbox"/>	<input type="checkbox"/>	NOTIFICATION REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>

**6. SAFETY ACTIVITIES**

Do you conduct safety inspections? Yes No Weekly Monthly Quarterly  
☐ ☐ ☐ ☐ ☐

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

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

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

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

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

Is the process documented? ☐ Yes ☐ No

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

Do you have a hazard assessment process? ☐ Yes ☐ No

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

Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?  
☐ Yes ☐ No

How does your company measure its H&S success?  

- Attach separate sheet to explain

**7. SAFETY STEWARDSHIP**

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

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



Safety Director/Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
/Chief Executive Officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>7B How are incident records and summaries kept? How often are they reported internally?</b>					
	Yes	No	Monthly	Quarterly	Annually
Incidents totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Incidents totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>7C How are the costs of individual incidents kept? How often are they reported internally?</b>					
	Yes	No	Monthly	Quarterly	Annually
Costs totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Costs totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman/general foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>7D Does your company track non-injury incidents?</b>					
	Yes	No	Monthly	Quarterly	Annually
Near Miss	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**8 PERSONNEL**

List key health and safety officers planned for this project. Attach resume.

Name	Position/Title	Designation

Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?

Name	Address	Telephone Number

Other responsibilities:

**9 REFERENCES**

List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health &amp; Safety program

Name and Company	Address	Phone Number



## T2.2-04b: Health and Safety Cost Breakdown

Tenderer (Company)	Responsible Person	Designation	Date
Project/Tender Title	Project/Tender No.	Project Location / Description	
PROVISION OF MAINTENANCE OF CAPE CORRIDOR RAILWAY TRACK WITH ON TRACK OHTE MACHINES ON AN "AS AND WHEN REQUIRED" BASIS FOR A PERIOD OF THIRTY (30) DAYS	[TFR/2023/02/0009/21649/RFP]	Various locations	

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

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



## T2.2-5 Letter/s of Good Standing with the Workmen's Compensation Fund

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

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

Name of Company/Members of Joint Venture:

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

## T2.2-06: Risk Management [Assessment Schedule]

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

If No Risks are identified "No Risks" must be stated on this schedule.

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


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





## T2.2-07: Changes to Tender Document

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

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

The Conditions of Tender state that the tenderer may:

**C.2.12.1** Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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

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

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

Signed

Date

Name

Position

Tenderer



## T2.2-08: Authority to submit a Tender

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

A - COMPANY	B - PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

**B. Certificate for Partnership**

We, the undersigned, being the **key partners** in the business trading as \_\_\_\_\_

\_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_

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

Name	Address	Signature	Date

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

### C. Certificate for Joint Venture

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

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

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

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

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

### D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor



## T2.2-09: Record of Addenda to Tender Documents

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

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

## T2.2-10: Storage Capacity

### Note to tenderers:

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

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

.....

.....

.....

.....

.....

.....

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

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

Tenderer \_\_\_\_\_



## T2.2-11a: Schedules of Machine/s

### Schedule of Labour for full time support of machine operations Workload: Medium Production Ballast Tamping machine with stabilisation

	A) Machine support Labour	B) Full time support Subcontract labour as part of machine activity.	C) Any other full time labour – (Functions to be specified.)
1. Contract supervisor			
2. Machine operators			
3. Machine maintenance support Technicians			
4. Machine Technician Trade hands supporting each machine:			
5. Other Machine support Grades: Specify:			
6. Subcontractor supervisor / Track master for tamping support			
7. Subcontractors Trade hands for track support. Trackman etc.			
8. Bonders.			
9. Flagmen			
10. Workers (Track workers Un – skilled labour)			
11. Vehicle allowed for transport of workers & tools. (Type & Capacity)			
12.. Any other support allowed for execution of this function (Clarify)			

#### SCHEDULE OF CELL-PHONE CONTRACT (REFER CLAUSE 5.2.3 OF THE C3 )

Name of Service Provider (i.e. Vodacom / MTN/8TA/Virgin/CellC) & Type of Contract (e.g. Talk 500 / Pinical 600)

Cellular Telephone 1 \_\_\_\_\_

Cellular Telephone 2 \_\_\_\_\_



[illegible]



## T2.2-13: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

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

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

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

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

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

Name	Identity number	Personal income tax number

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

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

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

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

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

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

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



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

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

Signed

Date

Name

Position

Enterprise  
name

**SBD 6.1****PREFERENCE POINTS CLAIM FORM**

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

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

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**



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

### 3. POINTS AWARDED FOR PRICE

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

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

80/20

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

$P_s$  = 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



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

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

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

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

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

- 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.

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



- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## 5. BID DECLARATION

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

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 6.1

- 6.1 B-BBEE Status Level of Contribution: . = .....(maximum of 20 points)
- (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;





- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

## WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS

.....

.....

.....



## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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



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

2.2.1 If so, furnish particulars:

.....

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

.....

.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted

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



from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



## T2.2-14: Supplier Code of Conduct

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

- The Transnet Procurement Policy – A guide for Tenderers.
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (BBBEE)
- The Prevention and Combating of Corrupt Activities Act (PRECCA); and
- The Construction Industry Development Board Act (CIDB Act).

This code of conduct has been included in this contract to formally appraise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
  - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
  - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
  - Gain an improper advantage.



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

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

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

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

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
  - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
  - Collusion;
  - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
  - Corrupt activities listed above; and
  - Harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

***Conflicts of Interest***

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

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



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

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

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

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

\_\_\_\_\_  
Signature



## T2.2-15: NON-DISCLOSURE AGREEMENT

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

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

### TRANSNET SOC LTD

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Transnet Corporate Centre 138 Eloff Street , Braamfontein , Johannesburg 2000

**and**

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

### WHEREAS

Transnet and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Tender Document.

### IT IS HEREBY AGREED

#### 1. INTERPRETATION

In this Agreement:

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





- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
- 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
- 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
- 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

## 2. **CONFIDENTIAL INFORMATION**

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:



- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.



2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

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

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:

3.3.1 return all written Confidential Information [including all copies]; and

3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.

3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

### **4. ANNOUNCEMENTS**

4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.

4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

### **5. DURATION**

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Tender and continue thereafter for a period of 5 [five] years.

**6. PRINCIPAL**

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Tender and in complying with the terms of this Agreement.

**7. ADEQUACY OF DAMAGES**

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

**8. PRIVACY AND DATA PROTECTION**

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

**9. GENERAL**

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.



- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer

## T2.2-16: RFP DECLARATION FORM

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

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

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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

Indicate nature of relationship with Transnet:

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

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

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

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



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

7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-16 "Service Provider Integrity Pact".

For and on behalf of

.....

duly authorised thereto

Name:

Signature:

Date:

**IMPORTANT NOTICE TO TENDERERS**

Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.

It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).

An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)

For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.

All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.



## T2.2-17 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

---

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



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

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

\_\_\_\_\_  
SIGNATURE OF TENDERER



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

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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



## PREAMBLE

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

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

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

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

## 1. OBJECTIVES

- 1.1 Transnet and the Tenderer/Service Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
  - a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
  - b) Enable Tenderers/Service Providers/Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

## 2. COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.



- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

### 3. OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
- a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
  - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
  - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
  - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
  - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.



- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
  - Principle 2: make sure that they are not complicit in human rights abuses.

**b) Labour**

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

**c) Environment**

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

**d) Anti-Corruption**

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

**4. INDEPENDENT TENDERING**

4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

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

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

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

- a) prices;
- b) geographical area where Goods or Services will be rendered [market allocation];
- c) methods, factors or formulas used to calculate prices;



- d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
  - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## 5. DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of





10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

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

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



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

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

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

## 7. PREVIOUS TRANSGRESSIONS

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

7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from

the registration process or removed from the Tenderer/ Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

## **8. SANCTIONS FOR VIOLATIONS**

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

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

## **9. CONFLICTS OF INTEREST**

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

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

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

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

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

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

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

9.4 The Tenderer/Service Provider/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any



committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer/Service Provider/Contractor.

## 10. DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

## 11. GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.

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

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

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

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

Signature .....

Date .....



## T2.2-19: REQUEST FOR PROPOSAL – BREACH OF LAW

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

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

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

NATURE OF BREACH:

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DATE OF BREACH:

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

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

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





## **T2.2-21: Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")**

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

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

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

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement, the Operator is (..... insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.

- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.





- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.
- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA



and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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

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

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

### 3. **SOLE AGREEMENT**

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

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

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

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

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

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

(Operator)

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

#### **AS WITNESSES:**

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

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



## T2.2-22: Insurance provided by the *Contractor*

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

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

Insurance against (See clause 83.1 of the TSC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			



## C1.1 Form of Offer & Acceptance

### Offer

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

### **PROVISION OF MAINTENANCE OF CAPE CORRIDOR RAILWAY TRACK WITH ON TRACK OHTE MACHINES ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF THIRTY (30) DAYS**

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

Name &  
signature of  
witness

(Insert name and address of  
organisation)

Date

Tenderer's CIDB registration number:



## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date of award.

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Name &  
signature of  
witness

(Insert name and address of  
organisation)

Date



### Schedule of Deviations

**Note:**

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

	<b>For the tenderer:</b>	<b>For the Employer</b>
Signature	<hr/>	<hr/>
Name	<hr/>	<hr/>
Capacity	<hr/>	<hr/>
On behalf of	<i>(Insert name and address of organisation)</i>	<i>(Insert name and address of organisation)</i>
Name & signature of witness	<hr/>	<hr/>
Date	<hr/>	<hr/>

# C1.2 Contract Data

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

Clause	Statement	Data
<b>1</b>	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	<b>A:</b> <b>Priced contract with price list</b>
	dispute resolution Option	<b>W1:</b> <b>Dispute resolution procedure</b>
	and secondary Options	<b>X2:</b> <b>Changes in the law</b>
		<b>X17:</b> <b>Low service damages</b>
		<b>X18:</b> <b>Limitation of liability</b>
		<b>X19:</b> <b>Task Order</b>
		<b>Z:</b> <b><i>Additional conditions of contract</i></b>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd</b>
	Address	Registered address: <b>Transnet Corporate Centre</b> <b>138 Eloff Street</b> <b>Braamfontein</b> <b>Johannesburg</b> <b>2000</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet Freight Rail</b> <b>Rail Engineering Building, R 101</b> <b>Transnet Road</b> <b>Bloemfontein</b> <b>9300</b>
	Tel No.	<b>051 408 2206</b>



10.1	The <i>Service Manager</i> is (name):	<b>Nozipho Hadebe</b>
	Address	<b>Inyanda House 1, 21 Wellington Road, Parktown, 2193</b>
	Tel	<b>011 544 9665</b>
	e-mail	<b><u>Nozipho.Hadebe@transnet.net</u></b>
11.2(2)	The Affected Property is	<b>In respect of each Task Order, the identified portion of the South African Freight Rail Network</b>
11.2(13)	The <i>service</i> is	<b>Maintenance of Cape Corridor railway track with on track OHTE Machines on an "as and when" required basis for a period of thirty (30) days</b>
11.2(14)	The following matters will be included in the Risk Register	<b>(a) Cancellation of track occupations at short notice.</b> <b>(b) The shortage of pilots to move machines between depots.</b> <b>(c) Work on railway track near live OHTE electrical equipment holds a danger of electrocution for workers.</b> <b>(d) Working on a railway line adjacent to lines on which rail traffic continue to run holds the risk of injury or death to workers.</b> <b>(e) Dry vegetation at or near most worksites is a fire hazard.</b>
11.2(15)	The Service Information is in	<b>The Scope of Services</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>7 days</b>
<b>2</b>	<b>The <i>Contractor's</i> main responsibilities</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>7 days of the Contract Date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>31 March 2023</b>
30.1	The <i>service period</i> is	<b>30 Days</b>
<b>4</b>	<b>Testing and defects</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>





<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>
51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Standard Bank South Africa.</b>
<b>6</b>	<b>Compensation events</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>None</b>
84.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is:	<b>Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.</b>
84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.</b>
84.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	<b>The Total of the Prices.</b>
84.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	<b>The Total of the Prices.</b>
84.1	The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	<b>The Total of the Prices.</b>
<b>9</b>	<b>Termination</b>	<b>There is no Contract Data required for this section of the <i>conditions of contract</i>.</b>



## 10 Data for main Option clause

### A Priced contract with price list

20.5 The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than **1 week**

## 11 Data for Option W1

W1.1 The *Adjudicator* is (Name) **Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the *Adjudicator*, the chairman of the Association of Arbitrators will appoint an *Adjudicator*.**

W1.2(3) The *Adjudicator nominating body* is:  
If no *Adjudicator nominating body* is entered, it is **The Association of Arbitrators (Southern Africa)**

W1.4(2) The *tribunal* is: **Arbitration**

W1.4(5) The *arbitration procedure* is **The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)**

The place where arbitration is to be held is **Johannesburg, South Africa**

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

**The Chairman of the Association of Arbitrators (Southern Africa)**

## 12 Data for secondary Option clauses

**X2 Changes in the law No additional data is required for this Option**

### X17 Low service damages

X17.1 The *service level table* is:

All low performance damages for non-availability shall be calculated as per clauses 3.11.4 and 3.11.5 of Part C3 (*Service information*) and will be deducted from the monthly payment certificate.

The low performance damages for the vehicle will be calculated as follows:

#### Item 1.1: Break down time (Trolley) -40% of item 1

For every hour the machine is on breakdown due to the trolley, the contractor will be penalized as follows.

Number of hours on breakdown X -40% of item 1 rate.

**Item 1.2: Break down time (Platforms) -25% of item 1**

For every hour the machine is on breakdown due to the Platform, the contractor will be penalized as follows.

- Number of hours on breakdown X -25% of item 1 rate.

**Item 1.3: Break down time (Catenary mast) -17% of item 1**

For every hour the machine is on breakdown due to the Catenary mast, the contractor will be penalized as follows.

- Number of hours on breakdown X -17% of item 1 rate.

**Item 1.4: Break down time (Crane) -18% of item 1**

For every hour the machine is on breakdown due to the Crane, the contractor will be penalized as follows.

- Number of hours on breakdown X -18% of item 1 rate

**X18 Limitation of liability**

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>In respect of each Task Order 10% of the total of the Prices for the Task Order or R1,000,000.00 (One million Rand), whichever is the higher amount.</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>The deductible of the relevant insurance policy</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The cost of correcting the defect.</b>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p><b>In respect of each Task Order, the total of the Prices for the Task Order other than for the additional excluded matters.</b></p> <ul style="list-style-type: none"> <li>• The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</li> <li>• The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</li> <li>• Defects due to his design, plan and specification,</li> <li>• Defects due to manufacture and fabrication outside the Affected Property,</li> <li>• loss of or damage to property (other than the <i>Employer's</i> property, Plant and Materials),</li> <li>• death of or injury to a person and infringement of an intellectual property right.</li> </ul>



X18.5	The <i>end of liability date</i> is	<b>6 (Six) months after the completion of the services at a specific Affected Property or the completion of a Task Order (whichever is applicable).</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>5 (five) days of receiving the Task Order.</b>
<b>Z</b>	<b><i>Additional conditions of contract</i></b>	
<b>Z1</b>	<b>Obligations in respect of Termination</b>	
Z1.1		<p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> <li>• commenced business rescue proceedings (R22)</li> <li>• repudiated this Contract (R23)</li> </ul>
Z1.2	Termination Table	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
Z1.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
<b>Z2</b>	<b>Right Reserved by Transnet to Conduct Vetting through SSA</b>	



Z2.1	<p>Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> <li>1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.</li> <li>2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.</li> <li>3.</li> <li>4. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.</li> </ol>
<b>Z3</b>	<b>Additional clause relating to Collusion in the Construction Industry</b>
Z3.1	<p>The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.</p>
<b>Z4</b>	<b>Protection of Personal Information Act</b>
Z4.1	<p>The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act</p>
<b>Z5</b>	<b>Local Production and Content Obligations</b>
Z5.1	<p>In terms of Local Production and Content (SBD 6.2), Annexure B and Annexure C of the Returnable Schedule T2.2-02 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content, the <i>Contractor</i> has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors: Railway maintenance of way plant &amp; equipment</p>



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Z5.2

The *Contractor* is required to note that the *Employer*, the Department of Trade and Industry [DTI] and/or the body appointed by the DTI as the verification authority for local content may conduct compliance audits with regard to the Local Production and Content requirements as prescribed in Regulation 8 of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act no. 5 of 2000.

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Z5.3

The *Contractor* is required to continuously update Declarations C, D and E of the Local Production and Content Declaration commitments with the actual local content values for the duration of the contract.

The *Contractor* shall report to the *Employer* on a monthly basis during the term of the Contract, the amounts spend on Local Production and Content for the designated sectors for the duration of the contract.

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Z5.4

The *Contractor* must refer to Schedule A attached to the Returnable Schedule T2.2-02. Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.

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## C1.2 Contract Data

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

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	.....%
	The <i>subcontracted fee percentage</i> is	.....%
11.2(14)	The following matters will be included in the Risk Register	.....
24.1	The key persons are:	
	1 Name:	.....
	Job:	.....
	Responsibilities:	.....
	Qualifications:	.....
	Experience:	.....
	2 Name:	.....
	Job	.....
	Responsibilities:	.....
	Qualifications:	.....
	Experience:	.....
<b>A</b>	<b>Priced contract with price list</b>	
11.2(12)	The <i>price list</i> is in	.....
11.2(19)	The tendered total of the Prices is	<b>R</b> .....



## PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	1-9
C2.2	Price List	10-13



## C2.1 Pricing instructions: Option A

### 1.1 The conditions of contract

### 1.2 How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Term Services Contract (TSC), June 2005 (with amendments June 2006 and April 2013) Option A states:

Identified 11  
and defined  
terms

- 11.2 (17) The Price for Services Provided to Date is the total of
- the Price for each lump sum item in the Price List which the *Contractor* has completed and
  - where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

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

### 1.3 Measurement and Payment

The Price List provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.

The amount due at each assessment date is based on activities and/or milestones completed as indicated on the Price List.

The Price List work breakdown structure provided by the *Contractor* is based on the activity/milestone provided by the Employer. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. **The Price List work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.**

The *Contractor's* detailed Price List summates back to the activity/milestone provided by the *Employer* and is sufficient detail to monitor completion of activities related to the operations on the Accepted Plan in order that payment of completed activities may be assessed.

The Prices are obtained from the Price List. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.



## 1.4 Function of the Price List

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

## 1.5 Preparing the price list

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

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

- Has taken account of the guidance given in the TSC3 Guidance Notes relevant to Option A.
- Understands the function of the Price List and how work is priced and paid for.
- Is aware of the need to link priced rates with parameters for the volume of work involved in Providing the Service as contemplated in *price list* contained in section C2.2.
- Has listed and priced items in the price list which are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an Employer's risk. This should also include all liabilities and obligations set forth or implied in the Contract data, as well as any profit.
- Has priced work he decides not to show as a separate item within the Prices or rates of other listed items to fulfil the obligation to complete the service for the tendered total of the Prices.
- Understands there is no adjustment to items priced as lump sums if the amount, or quantity, of work within that item later turns out to be different to that which the Contractor estimated at time of tender. The only basis for a change to the (lump sum) Prices is because of a compensation event.

## 2. FORMAT OF THE PRICE LIST

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

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

## 3. GENERAL PRICING ASSUMPTIONS

- 3.1 The agreement is based on the NEC Term Service Contract.
- 3.2 It will be assumed that prices included in the Price List are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.
- 3.3 The Price List is not intended for the ordering of materials. Any ordering of materials, based on the Price List, is at the Contractor's risk.
- 3.4 The prices should cover the cost (as explained in par 1.3 above) for the work as described. The quantities set out in these Price Lists are estimates and do not necessarily represent the actual amount of work to be done per quantity item. The quantities of work accepted and certified for



payment will be used for determining payments due and not the quantities given in these Price Lists (refer to par 1.1 above).

- 3.5 The short descriptions of the items of payment given in this Price List are only for purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Service Information.
- 3.6 For each item in the Price List, the *Contractor* shall provide in the appropriate column the portion of the tendered sum (inclusive of labour and material).
- 3.7 The total in the Price List shall be exclusive of VAT and shall be transferred to form C1.1 (Form of Offer and Acceptance).

#### 4. BASIS OF MEASUREMENT AND PAYMENT

- 4.1 Calculations for measuring availability of the vehicle in its entirety shall be based on the total number of hours that the vehicle is required per month, which will consist of the following:
  - 4.2 Normal working hours during normal working days as defined in Part C3 (*Service information*).
  - 4.3 Emergency call-out hours as defined in Part C3 (*Service information*). This will only be applicable when the vehicle is actually required for this type of work.
  - 4.4 Pre-arranged work outside normal working hours as defined in Part C3 (*Service information*). This will only be applicable when the vehicle is actually required for this type of work.
  - 4.5 The *Service manager* will measure availability of the vehicle on an hourly basis and certify payment thereof in accordance with the contract.
  - 4.6 All measurements for availability will be logged to the nearest minute of the day and totaled at the month end, where after it shall be converted to hours, rounded off to 4 decimals. The *Contractor* shall quote hourly rates when tendering.
- 4.7 **Item 1 Hourly rate.**

Payment will be made on an hourly basis and shall be based on a 100% availability of the vehicle in its entirety.
- 4.8 All low performance damages for non-availability shall be calculated as per clauses 3.11.4 and 3.11.5 of Part C3 (*Service information*) and will be deducted from the monthly payment certificate.

The low performance damages for the vehicle will be calculated as follows:

- 4.9 **Item 1.1: Break down time (Trolley) -40% of item 1**  
For every hour the machine is on breakdown due to the trolley, the contractor will be penalized as follows.
  - Number of hours on breakdown X -40% of item 1 rate.
- 4.10 **Item 1.2: Break down time (Platforms) -25% of item 1**  
For every hour the machine is on breakdown due to the Platform, the contractor will be penalized as follows.
  - Number of hours on breakdown X -25% of item 1 rate.
- 4.11 **Item 1.3: Break down time (Catenary mast) -17% of item 1**  
For every hour the machine is on breakdown due to the Catenary mast, the contractor will be penalized as follows.
  - Number of hours on breakdown X -17% of item 1 rate.

**4.12 Item 1.4: Break down time (Crane) -18% of item 1**

For every hour the machine is on breakdown due to the Crane, the contractor will be penalized as follows.

- Number of hours on breakdown X -18% of item 1 rate.

**4.13 Item 2.1 Normal overtime**

The total time worked in an excess of 8 hours from Monday to Friday will be regarded as overtime. Normal overtime will be paid under this item.

**4.14 Item 2.2 Saturday overtime**

Overtime payment will also be made for work performed on a Saturday when in excess of 5 consecutive days out of every 7 days or in excess of 10 consecutive days out of every 14 days. Overtime payment will also be made for work performed on a Saturday shift day when work is performed in excess of 8 hours for the day. Only To occupation time allocated will be considered for the calculation of overtime. This implies excluding preparation time outside of To time.

**4.15 Item 2.3 Sunday overtime**

Sunday time payment will be made for work performed on a Sunday or Paid Public Holiday when in excess of 5 consecutive days out of every 7 days or in excess of 10 consecutive days out of every 14 days. Sunday time payment will also be made for work performed on a Sunday shift day when work is performed in excess of 8 hours for the day. Only To occupation time allocated will be considered for the calculation of overtime. This implies excluding preparation time outside of To time.

**4.16 Item 3.1 Saturday Shift Allowance**

A shift allowance payment will be made for work performed on a Saturday when working five days out of every seven days or ten days out of every fourteen days.

**4.17 Item 3.2 Sunday and PPH Shift Allowance**

A shift allowance payment will be made for work performed on a Sunday or Paid Public Holiday when working five days out of every seven days or ten days out of every fourteen days.

**4.18 Item 3.3 Night Shift Allowance**

A night shift allowance payment will be made when an occupation falls between 18h00 and 06h00

**4.19 Item 4 Movement of machine**

Payment will be made per track kilometer for moving the machinery between work site (See definition of moving time – Contract Data Definitions). Tendered rates shall include for fuel as well as wear and tear while moving. No payment will be made when the machinery is hauled by Locomotive.

**4.20 Item 5.1 Training outside of Gauteng**

The Contractor shall provide and present to Transnet personnel a training course or courses for the operation of the vehicle outside of Gauteng.

**Heavy Class Maintenance Machines Services (Price list A)****Work Packages:**

Number of Machine Service Packages Required = 4

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

**C2.2 the price list- Heavy Class OHTE**

OHTE BOQ estimated quantities per machine					
Item	Description	Unit Measure	Qty	Rate	Amount
1	Hourly rate for 100% availability	hour	150		
1.1	Break down time (Trolley) - 40% of item 1	hour			
1.2	Break down time (Platforms) - 25% of item 1	hour			
1.3	Break down time (Catenary mast) - 17% of item 1	hour			
1.4	Break down time (Crane) - 18% of item 1	hour			
<b>2</b>	<b>Overtime</b>				
2.1	TOM > 8 Hrs Week days (Monday - Friday)	hour	40		
2.2	Weekend Saturday > 8 Hrs	hour	12		
2.3	Weekend Sunday & PPH	hour	12		
<b>3</b>	<b>Shift Allowance</b>				
3.1	Sat when 10 out of 14/ 5 out of 7	hour	12		
3.2	Sunday & PPH	hour	12		
3.3	Night shift 18h00 - 06h00	hour	10		
<b>4</b>	<b>Moving km in travel mode</b>	km	1400		
<b>5</b>	<b>Training</b>				
5.1	Training per group (outside Gauteng)	Course	1		
<b>TOTAL AMOUNT (EXCLUDING VAT)</b>					

Stipulate the number of Heavy Class Maintenance Machine Work Packages being bid for..... (enter number here)

Bidder's Signature

Note : The pricing list above is expected to reflect the pricing offer for one Machine Work Package, where the Work Package represents one machine and all its associated services.

**Work Packages:**

Number of Machine Service Packages Required = 2

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

**C2.2 the price list- Medium Class OHTE**

OHTE BOQ estimated quantities per machine					
Item	Description	Unit Measure	Qty	Rate	Amount
1	Hourly rate for 100% availability	hour	150		
1.1	Break down time (Trolley) - 40% of item 1	hour			
1.2	Break down time (Platforms) - 25% of item 1	hour			
1.3	Break down time (Catenary mast) - 17% of item 1	hour			
1.4	Break down time (Crane) - 18% of item 1	hour			
<b>2</b>	<b>Overtime</b>				
2.1	TOM > 8 Hrs Week days (Monday - Friday)	hour	40		
2.2	Weekend Saturday > 8 Hrs	hour	12		
2.3	Weekend Sunday & PPH	hour	12		
<b>3</b>	<b>Shift Allowance</b>				
3.1	Sat when 10 out of 14/ 5 out of 7	hour	12		
3.2	Sunday & PPH	hour	12		
3.3	Night shift 18h00 - 06h00	hour	10		
<b>4</b>	<b>Moving km in travel mode</b>	km	1400		
<b>5</b>	<b>Training</b>				
5.1	Training per group (outside Gauteng)	Course	1		
<b>TOTAL AMOUNT (EXCLUDING VAT)</b>					

Stipulate the number of Medium Class Maintenance Machine Work Packages being bid for..... (enter number here)

Bidder's Signature

Note : The pricing list above is expected to reflect the pricing offer for one Machine Work Package, where the Work Package represents one machine and all its associated services.



## **TOTAL BID AMOUNT FOR WORK PACKAGES IN TERMS OF OHTE MACHINE**

TOTAL AMOUNT FOR NUMBER OF <b>Heavy Class OHTE</b> MACHINE WORK PACKAGES BID FOR (EXCLUDING VAT)	R
TOTAL AMOUNT FOR NUMBER OF <b>Medium Class OHTE</b> MACHINE WORK PACKAGES BID FOR (EXCLUDING VAT)	R
TOTAL AMOUNT FOR NUMBER OF BALLAST TAMPING MACHINE & MEDIUM CLASS OHTE MACHINE WORK PACKAGES BID FOR (EXCLUDING VAT)  <b>Note: This total amount must be carried over to the C1.1 Form of Offer &amp; Acceptance</b>	R

**PART C3: SERVICE INFORMATION**

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Service Information</i>	65
Total number of pages		66



**C3.1*****Part C 3.1******Service Information by the Employer******Maintenance of Railway Track with  
Overhead Track Vehicle:  
CAPE CORRIDOR*****CONTENTS**

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3.2	DEFINITIONS AND INTERPRETATIONS
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3.9	RECORDS AND INSTRUCTION BOOKS
3.10	AVAILABILITY
3.11	NON-AVAILABILITY
3.12	TO BE SUPPLIED BY CONTRACTOR



### 3.1.0 SCOPE OF CONTRACT

- 3.1.1 This document covers the conditions governing the hiring of an on-track OHTE maintenance vehicle from the Contractor which he shall provide and maintain during the contract period and within the areas of operation specified, subject to the terms of the succeeding clauses, specifications and conditions pertaining to this contract.

### 3.2.0 DEFINITIONS AND INTERPRETATIONS

- 3.2.1 **Executive Officer:** The person appointed by Transnet from time to time as the Executive Officer to act according to the rights and powers held by and obligations placed upon him in terms of the contract.
- 3.2.2 **Service manager:** The person appointed by Transnet from time to time as the *Service manager* to administer the contract according to the powers and rights held by and obligations placed upon him in terms of the contract.
- 3.2.3 **Service manager's Deputy:** The person appointed by Transnet from time to time as the *Service manager's Deputy* to administer the Contractor's performance and execution of the work according to the powers and rights held by and obligations placed upon him in terms of the contract.
- 3.2.4 **Paid public holidays:** Paid public holidays shall be those applicable to Transnet.
- 3.2.5 **Normal working days:** Mondays to Fridays, but excluding paid public holidays.
- 3.2.6 **Normal working hours:** The hours of duty from Monday to Friday between 08:00 and 16:00 during normal working days.
- 3.2.7 **Emergency call-out hours:** All hours which fall outside normal working hours (clause 3.2.6) on normal working days (clause 3.2.5.)
- 3.2.8 **Sunday time:** The period between 00:00 and 23:59 on Sundays as well as paid public holidays.
- 3.2.9 **Overtime:** The period not covered by clauses 3.2.5, 3.2.6 and 3.2.8.
- 3.2.10 **Pre-arranged work outside normal working hours:** Planned work which has to be performed outside normal working hours due to particular conditions.
- 3.2.11 **Month:** The continuous period between the first day of a calendar month and the last day of the same calendar month, both days included.
- 3.2.12 **Hourly rate:** The monthly charge inclusive of the Fitter, but excluding fuel costs and overtime, divided by the total number of working hours in an average month. (See clause 3.2.6.)
- 3.2.13 **Non-available:** When required to work, the vehicle and associated equipment is not able to produce work to the standards specified, due to breakdown.
- 3.2.14 **Vehicle:** The on-track self-propelled machine provided complete with all equipment complying with the requirements of the specifications annexed hereto.
- 3.2.15 **Words importing the singular,** also include the plural and vice versa where the context requires.
- 3.2.16 **Movement Time (Tm):** The period required to move the machinery from work site to work site as a train, as part of or on a train. Moving time will commence at the announced time of departure and will end when the staging point at the new work site is reached. Periods of overnight stops



when the machinery is traveling as a train, as part of or on a train will be excluded from moving time. Moving time will be included in occupation time for payment purposes

### 3.3.0 TERM OF CONTRACT

- 3.3.1 The commencement date will only be finalised after acceptance of tenders. The Contract will therefore commence on the date stipulated in the acceptance letter. The *Contractor* shall be able to commence with the service within **7 days** of contract award.
- 3.3.2 Bidders shall also qualify their offers stating how soon after the award of the contract they will be able to start with the work. This shall include the provision and operation of any other on-track machines or support equipment. Where equipment offered may only be available at a later date, the date at which this will be available shall be indicated clearly upon submission of tender.
- 3.3.3 The duration of this contract is forty-five (30) days. The expiry date will therefore depend on the starting date of each part. The work output required shall depend on Site conditions and is expected to be carried out over the full duration of the contract period of forty-five (30) days. The Contractor shall Supply, Operate and Maintain the machine.
- 3.3.4 The Contract can be terminated by mutual agreement should technical or safety problems become evident during the execution of the works.
- 3.3.5 The vehicle will be in use for 30 days period and shall be used during normal working hours as well as for emergency call-outs and pre-arranged work outside normal hours. (Refer to clauses 3.2.6, 3.2.7 and 3.2.10.).
- 3.3.6 The quantities indicated in the Price List are estimated and not guaranteed to the contractor.

### 3.4 WORKING AREA

- 3.4.1 The working area shall be the overhead track equipment on all lines owned and / or maintained by Transnet within the borders of the Republic of South Africa and neighboring countries.
- 3.4.2 The staging depots of the vehicle will normally be at the following Depots or their recognised Sub-Depots.
  - 3.4.2.1 Bellville, Kimberley (North and South), Bloemfontein, Port Elizabeth & East London
  - 3.4.2.2 Empangeni, Durban, Ladysmith & Heidelberg
  - 3.4.2.3 Isando, Vereeniging & Krugersdorp
  - 3.4.2.4 Koedoespoort, Nelspruit, Witbank & Polokwane
  - 3.4.2.5 Ermelo, Vryheid & Empangeni (Coal Line)
  - 3.4.2.6 Saldanha (Ore Line) & Upington

### 3.5.0 DELIVERY OF VEHICLE

- 3.5.1 The *Service manager* shall determine where the vehicle will be delivered at the commencement of the Contract Period. The Contractor shall carry all costs for delivery of the vehicle from his workshops to the point of delivery and shall be responsible for all associated arrangements.



- 3.5.2 Similarly the Contractor shall carry all costs and do all arrangements for the return of the vehicle to his workshops after expiry of the contract.
- 3.5.3 The *Service manager's* Deputy will determine where, when and how a vehicle shall be utilised on a day-to-day basis for the maintenance of Transnet assets. Only the *Service manager's* Deputy may decide to stop work due to inclement weather, etc.

### **3.6.0 TRANSNET SPECIFICATIONS APPLICABLE AND DEEMED TO FORM PART OF THE CONTRACT**

- 3.6.1 The latest edition of E.4E: Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act.
- 3.6.2 The latest edition of E.7/1: Specification for works on, over, under or adjacent to Railway lines and near high voltage equipment.

### **3.7.0 OPERATION**

- 3.7.1 The Tender shall include for the provision of a full-time Fitter with the vehicle. The Fitter shall be responsible for travelling movements (not crawling in work mode), off-tracking / on-tracking, as well as regular vehicle inspections, maintenance and repairs, so that maximum availability may be achieved.
- 3.7.2 The Fitter will be expected to be available during normal working hours during normal working days (see clauses 3.2.6 and 3.2.5), as well as for emergency work during emergency call-out hours (see clause 3.2.7.) He shall also be available for pre-arranged work outside normal working hours as described in clauses 3.2.10 and 3.10.2.
- 3.7.3 Although a Fitter must be provided with the vehicle, the Contractor shall provide and present to Transnet personnel a training course or courses for the operation of the vehicle with relation to:
- 3.7.4 The safe handling and driving of the vehicle, in "travel" as well as in "work" modes.
- 3.7.5 The safe operating of the elevating platform/s or aerial work platform/s (whichever are provided), as well as all other equipment to be used by Transnet personnel during the performance of their tasks.
- 3.7.6 The necessary daily inspections to be carried out on the vehicle and their equipment before trips and work are undertaken.
- 3.7.7 Transnet reserves the right to use the course literature and reproductions thereof for internal training purposes.
- 3.7.8 A course group of Transnet personnel will consist of between two and fifteen people.
- 3.7.9 The *Service manager* may, at any time during the duration of the contract, request the Contractor to present a training course at any depot or sub-depot in the working area.
- 3.7.10 The Trainer/Assessor must be accredited by a registered organisation whose qualifications are recognised by the South African Qualifications Authority (SAQA).
- 3.7.11 The training and certification of Trainees must be done according to the Driven Machinery Regulations. (Regulation 18) of the Occupational Health and Safety Act (Act 85 of 1993.)
- 3.7.12 It is anticipated that the vehicle will be operational daily (Mondays to Fridays) during normal working hours, for approximately 10 hours. There could also be need for emergency call-outs and pre-arranged work outside normal working hours, as per clauses 3.2.7, 3.2.10 and 3.10.2.



### **3.8.0 BREAKDOWN AND MAINTENANCE SERVICING**

- 3.8.1 The Contractor shall be responsible for vehicle breakdown services as and when required. Own transport to the site shall be supplied in this event.
- 3.8.2 The *Service manager's* Deputy shall inform the Contractor in writing when the vehicle will be transferred to a new staging depot. Such notice shall be given at least 7 (seven) days prior to transfer.
- 3.8.3 The Contractor shall provide maintenance services on the vehicle as determined by him. These services shall be conducted at predetermined intervals and times agreed upon by both parties. The vehicle shall be serviced at one of the staging depots or their sub-depots (see clause 3.4.2).

### **3.9.0 RECORDS AND INSTRUCTION BOOKS**

- 3.9.1 The Contractor shall provide and keep on the vehicle two triplicate carbon copy books, one, in which instructions and events regarding the performance of the vehicle can be recorded and the other, a logbook where odometer readings and times that the vehicle was operational may be recorded, as well as the hours that the elevating platform or aerial work platform was operational. Statutory inspections of elevating devices must also be recorded as per requirements of the relevant laws and codes. Valid copies of relevant certificates for elevating devices must also be kept on the machine at all times.

### **3.10.0 AVAILABILITY**

- 3.10.1 Availability of the vehicle in its entirety shall be 100% i.e. 8 (eight) hours daily during normal working hours during normal working days, (see clauses 3.2.6 and 3.2.5), as well as for call-outs during emergency call-out hours and during pre-arranged work outside normal working hours as described in clauses 3.2.7, 3.2.10 and 3.10.2.
- 3.10.2 Where practical needs dictate that Transnet staff will have to perform planned work at night or during weekends, the Contractor will be notified at least seven days in advance to allow the Fitter concerned to make the necessary arrangements for resting, service materials, etc.

### **3.11.0 NON-AVAILABILITY**

- 3.11.1 If the non-availability of the vehicle is due to a breakdown, the Contractor or his representative shall advise the *Service manager* of the estimated time needed to effect repairs, after inspection thereof.



- 3.11.2 The vehicle will be regarded as available after breakdown when it is declared available for the purpose of testing, unless after the period of testing the vehicle is still non-available. In the latter case, non-availability time will continue from the time that the vehicle previously became non-available.
- 3.11.3 Should a joint inspection of the vehicle by Transnet and the Contractor reveal that the vehicle is not in a safe working condition, the *Service manager* may order the temporary withdrawal of the vehicle from service. The vehicle will then be regarded as non-available until it has been repaired and is available for work.
- 3.11.4 In the event of breakdown during normal working hours (clause 3.2.6), penalty fees for non-availability will be calculated in minutes from the instant of breakdown, until the vehicle is declared available (clause 3.11.2). For the purposes of this calculation, non-availability outside normal working hours will be ignored, except if the vehicle is required for pre-arranged work outside normal working hours (clause 3.2.10) or emergency work (clause 3.2.7).
- 3.11.5 If the vehicle is required for work as per clauses 3.2.10 and 3.2.7, non-availability will be measured in minutes from the instant the vehicle is required or the instant of breakdown, whichever occurs later, until the end of the particular work period. Should the vehicle become available while this work is in progress and the vehicle is present at the worksite, and is utilised for the rest of the work period by Transnet, non-availability will end at the instant the vehicle is taken back into service.
- 3.11.6 The Contractor shall state time of non-availability during which normal maintenance services will be carried out on the vehicle. For payment purposes the vehicle will be regarded as available during this time (see clauses 3.7.4 and 3.8.3).
- 3.12.0 TO BE SUPPLIED BY THE CONTRACTOR
- 3.12.1 The Contractor shall at his own cost provide labour, transport, consumable items, machinery equipment, tools and materials including spare parts required for maintaining the vehicle and carry out breakdown services to an acceptable standard.
- 3.12.2 A maintenance service schedule based on the usage stated in clause 3.7.4.
- 3.12.3 The Fitter with the vehicle, will be considered the contact person for the Contractor. An all-hours contact number must however still be provided where the Contractor may be reached in case of an emergency if the Fitter is not accessible.
- 3.12.4 A cellular telephone (with "car kit") for use by the Fitter.
- 3.12.5 Diesel fuel for the vehicle. (Both provision and filling.)
- 3.12.6 Security outside normal working hours. The vehicle would normally be parked in a Depot yard or in a station yard (manned or un-manned). Working conditions may, however, require that the vehicle be parked in a section at an off-tracking platform. The vehicle will not be parked in an area considered by Transnet Risk Management to be a high-risk location.
- 3.12.7 A training module regarding Electrical Safety for the Fitter.
- 3.12.8 The Fitter must pass the training course before the vehicle is delivered.



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**GENERAL NOTES:**

- 1 All vertical measurements of equipment performance in this specification, are from track level, unless otherwise specified.
- 2 All flooring must be non-slip and weatherproof.

**1.0 GENERAL REQUIREMENTS**

- 1.0 An on-track, self-propelled Heavy Class vehicle for maintenance and measurement of high voltage Overhead Track Equipment (OHTE); suitable for 1 065 mm rail gauge.
- 1.2 Facilities, tools & equipment will consist of a cab and a selection of other facilities as discussed in Sections: 7 - Elevating Platform, 8 - Hydraulic Crane, 9 - Dual Purpose Hydraulic Crane Convertible to Aerial Basket, 10 - "Cherry Picker", 11 - Catenary Support Mast, 12 - Off-Tracking Equipment, 13 - Air Supply for Pneumatic Tools and 14 - High Pressure Washing Equipment.

Tenderers are requested to refer to the attached Schedule Of Requirements (S.O.R.) to determine which of the facilities are required. (Clause numbers in this Specification and those indicated on the S.O.R. are identical.)

- 1.3 The general vehicle lay-out is shown in Appendix A.

**2.0 OPERATING CONDITIONS**

- 2.1 The vehicle will be used to transport seated staff including a driver and equipment / tools for maintenance, over long distances.
- 2.2 Hydraulically operated lifting equipment will be used during maintenance of the OHTE.
- 2.3 The vehicle will be used at altitudes from sea level to 1 850 m above sea level, at ambient temperatures ranging from -5°C to +45°C, in all weather conditions and at night.

**3.0 TENDERING PROCEDURE**

- 3.1 No changes may be made to the text of this specification as issued, including it's Appendices and (possible) Addendum/s.





3.2 Tenderers shall indicate compliance with the specification on a clause-by-clause basis. This shall take the form of a separate typewritten document listing all the specification clause numbers, against which the individual statements of compliance or non-compliance must be indicated. This document may be used by Tenderers to elaborate on their response to a particular clause.

#### **4.0 DIMENSIONS**

- 4.1 Rail wheel track must be 1 065mm gauge.
- 4.2 Total vehicle length (measured over headstocks) may not exceed 15 300mm if two solid axles are used or if one solid axle and one bogie is used.
- 4.3 For two bogies, distance between inner axle centres on the two bogies must not exceed 13 350mm.
- 4.4 For two bogies, the maximum permissible overhang is 2 400mm, measured from the centre of the bogie to the end of the vehicle (headstock).
- 4.5 For two bogies, the total vehicle length (measured over headstocks) may not exceed 19 900mm
- 4.6 Wheelbase must not exceed 7 000mm if two solid axles or one solid axle and one bogie are used.
- 4.7 The maximum permissible overhang for two solid axles or one solid axle and one bogie is 4 150mm. In the case of a bogie being used, the overhang will be measured from the centre of the bogie to the end of the vehicle.
- 4.8 Nominal radius of the sharpest curve is 91m and such curves are check railed. The vehicle must be capable of safely negotiating a curve of 85m.
- 4.9 The profile of the vehicle must comply with Transnet's vehicle gauge (1 065 mm track gauge) depicted on drawing No. BE-82-15 sheet 1 attached to this specification. (See Appendix B.)
- 4.10 All components (including cow catchers) must clear the rail by a minimum of 75mm, except for wheels and flexible rail sweepers. The clearance between the rail and flexible railsweepers must stay between 13mm and 20mm, regardless of loading on the vehicle.

#### **5.0 PERFORMANCE**

- 5.1 The vehicle (fully laden) must be capable of a top speed of at least 80 km/h in both directions on level track.
- 5.2 The vehicle must be able to travel at top speed for distances in excess of 200 km at a time. A minimum operating range as specified, is required.
- 5.3 The fully laden vehicle must be able to maintain the specified speed on the specified gradient.
- 5.4 A crawling speed, continuously variable between 1 km/h and 10 km/h in both directions, must be possible on gradients up to 1:40.



## **FACILITIES, TOOLS AND EQUIPMENT**

### **6.0 ELEVATING PLATFORM**

- 6.1 The elevating platform must be capable of carrying a total load of not less than 600 kg with a minimum of 300 kg at any point; also while the vehicle is crawling at 10km/h.
- 6.2 The floor area of the platform must be 3 000mm long and 2 300mm wide and fitted with protective hand rails, 1 100mm high. Solid toe boards, 150mm high, must be fitted.
- 6.3 The platform must be adjustable in such a way that it is possible to stand on all points as described in Appendix C. Sideways movement, extra elevation, etcetera may be used to accomplish this.
- 6.4 The support frame must have sufficient rigidity for the fully laden platform to remain stable at all times, whilst stationary, during acceleration or braking of the vehicle, even on a track with a cant of 100mm, with the platform in any position.
- 6.5 Raising and lowering of the platform must be effected by a power driven system.
- 6.6 Suitable lockable access must be provided to the platform from the deck of the vehicle.
- 6.7 Certain sections of the handrails must be partly removable / collapsible to make it possible for the platform floor to rise to the height of the contact wire.
- 6.8 A facility must be provided to enable the sideways movement of the platform to be temporarily restricted to either side, such that the respective edges of the platform maintain a predefined clearance from an adjacent energised track. (This clearance will normally be 3 650mm from the centre line of the adjacent track, but may vary). The facility must operate by means of a key which can be removed in the locked position.

### **7.0 DUAL PURPOSE HYDRAULIC CRANE CONVERTIBLE TO AERIAL BASKET**

- 7.1 A dual purpose hydraulic crane which is convertible to aerial basket, must be supplied and fitted to the vehicle at the end opposite to the cab.
- 7.2 The crane must be able to operate as a crane or a "cherry picker". For this reason it must be possible to fit a hook (for crane operation) or an aerial basket (for "cherry picker" operation) to the hydraulic arm. This interchange must comply with the following requirements: (See also Appendix D.)
  - 7.2.1 The cradle or crane hook must be connected to the hydraulic arm by means of an approved coupling allowing quick connecting / disconnecting.
  - 7.2.2 Connecting and disconnecting of the cradle or hook must not require any modification or adjustment to the hydraulic system.
- 7.3 In "crane-mode" the crane must be as discussed in the applicable clauses of section 8.0.
- 7.4 In "cherry picker" mode it is required that the aerial basket floor reaches a maximum height of 10 500mm at 4 000mm from track centre and 4 900mm high at 7 000mm from track centre.
- 7.5 A removable aerial basket of approximately 1 800mm x 800mm and a minimum capacity of 270 kg must be provided for the purpose of elevating 2 persons and tools. Hand rails, 1 100mm high, with solid toe boards, 150mm high, must be fitted. Lockable access must be provided.

**8.0 CHERRY PICKER"**

- 8.1 A hydraulically operated "cherry picker" must be supplied and fitted.
- 8.2 A cradle of approximately 1 800mm x 800mm and a minimum capacity of 270 kg must be provided for the purpose of elevating 2 persons and tools. Hand rails, 1 100mm high, with solid toe boards, 150mm high, must be fitted. Lockable access must be provided.
- 8.3 The vertical lifting reach of the cradle floor, must be 10 500mm at 4 000mm from track centre and 4 900mm at 7 000mm from track centre. The cradle must be mechanically lockable in the stored position.

**9.0 CATENARY SUPPORT MAST**

- 9.1 A telescopic mast for support and shifting of overhead lines must be provided, which has a head that can swivel through 90° (in the horizontal plane) and reach a height of 8 000mm.
- 9.2 The telescopic mast must be able to lift 300 kg minimum at any point and extend at a rate of approximately 100mm per second.
- 9.3 The mast and head must withstand a horizontal force, transverse to the track, of 3 200N up to a height of 8 000mm.
- 9.4 The head of the telescopic mast must be 220mm wide (with three notches, as shown in Appendix E) capable of moving 450mm to either side of track centre (measured from centre of block), by means of a hand- or power-driven drive.
- 9.5 The mast must be situated on the vehicle centre line where it can be easily reached from the elevating platform.

**10.0 OFF-TRACKING EQUIPMENT**

- 10.1 The vehicle must have off-tracking equipment suitable for use on either of the off-tracking stand types employed by Transnet.
- 10.2 It must be possible to off-track and on-track the vehicle in five minutes for each operation.

**11.0 AIR SUPPLY FOR PNEUMATIC TOOLS**

- 11.1 Two pneumatic quick-couplers with manually-operated cut-off valves must be provided on each elevating platform, cradle and aerial basket.
- 11.2 A hose reel with a 5m length of pneumatic hose with a quick-coupler must be provided at the crane end of the vehicle with the hose permanently connected to the supply via a manually-operated cut-off valve.
- 11.3 Compressed air with a flow rate and pressure suitable for driving commercial air tools, must be available at the supply points.
- 11.4 An effective low-maintenance automatic air drier, with a capacity of at least that of the compressor, must be provided.
- 11.5 Pneumatic couplers must match the couplers of the air tools as required by the user.



## **12.0 HIGH PRESSURE WASHING EQUIPMENT**

- 12.1 Portable high pressure washing equipment for use with water-based alkaline solvent detergent must be supplied on the vehicle.
- 12.2 The equipment must be electrically driven by 220V, with the power cable at least 10m long, to allow the device to be used some distance away from the vehicle.
- 12.3 A pressure of at least 130 bar on the high pressure side is required.
- 12.4 The detergent has a pH of  $\pm 11,2$ .
- 12.5 Equipment to be supplied with flexible high pressure hose of the specified length or 10m (whichever is least), as well as handles and spraying nozzles as recommended by the suppliers.
- 12.6 Washing water storage of at least 500 litres capacity for supplying the portable washer, must be supplied on the vehicle.
- 12.6.1 A low pressure water feedline of suitable length is required to connect the washing equipment to the water supply tank.

## **13.0 CAB**

- 13.1 A fully enclosed, weatherproof cab must be provided. The cabin must be suitably protected against the weather and must provide seating accommodation for the specified total number of staff, including a driver. A specified number of these staff members must be seated in an elevated seat with a clear view of the OHTE and the measuring pantograph.
- 13.2 Good ventilation, heating and demisting are required.
- 13.3 A tank for potable water, with a capacity of not less than 40l, fitted with suitable dispensing facilities, must be provided in the cab.
- 13.4 A lockable access door must be provided at one side of the cab. It must be fitted with suitable sidewall handrails and steps for easy access to the vehicle from ground level.
- 13.5 A lockable access door must be provided between the cab and the deck.
- 13.6 Windscreens must be at the approved standard and provided at both ends of the cab and fitted with suitable electric windscreen wipers.
- 13.7 At least one window on each side-wall must be provided with a sliding panel and all window glazing must be tinted.
- 13.8 All seating must be upholstered with heavy duty vinyl material (washable) and padded, whilst the driver's seat must be adjustable in height and distance from the control panel. Where possible, each seat must be provided with a 3-point safety belt. The remaining seats should have 2-point safety belts.
- 13.9 Storage for documentation must be provided in the cab.
- 13.10 Additional storage for flags and detonators is also required in the cab.
- 13.11 Passenger seats must be of the bench type of which the space below must be fully enclosed to provide for additional storage. Seats must be hinged to provide access to storage space.
- 13.12 Individually lockable storage for the personal belongings of the number of people specified in clause 13.1, is required. This storage space may be incorporated in the space specified in clause



- 13.13 The driver and his assistant must be seated in such a way that allows them a clear view of the track when travelling in either direction. They must be seated in a comfortable manner to travel for long distances. These two seats may be in an elevated area of the cab.

#### **14.0 DECK**

- 14.1 The open accessible deck must be protected on all exposed sides with suitable handrails, 1100mm high and fitted with 150mm high solid toe boards.
- 14.2 The deck must be large enough to accommodate the elevating platform and all other equipment specified or required for the proper operation of the vehicle.
- 14.3 Suitable steps must be provided at the crane end of the vehicle to allow access from ground level, without impairing the crane's performance.

#### **15.0 CONTROLS AND DISPLAYS**

(Controls of equipment not selected, must be ignored.)

- 15.1 Controls for the elevating platform: (Refer to section 6.0)
- 15.1.1 All movements of the elevating platform must be controlled from a control panel situated on the elevating platform.
- 15.1.2 Where additional smaller platforms are mounted on the elevating platform, their individual controls will be situated on themselves.
- 15.1.3 It must be possible to control vehicle crawling (0 - 10km/h) and braking from the elevating platform.
- 15.2 Controls for crane: (Refer to section 6.0.)
- 15.2.1 Controls for crane operation to be mounted in a suitable position at the crane end of the vehicle.
- 15.2.2 A remote control is also required to operate the crane from anywhere on the elevating platform.
- 15.3 Controls for crane with removable aerial basket fitted: (Refer to section 6.0.)
- 15.3.1 All the movements of the crane in "Cherry Picker" mode must be controlled from a control panel situated on the aerial basket.
- 15.3.2 The remote control for crane operation, may be plugged into the aerial basket for operating the crane in "Cherry Picker" mode from within the aerial basket.
- 15.3.3 It must be possible to control vehicle crawling (0 - 10km/h) and braking from the aerial basket.
- 15.3.4 Controls in "crane mode" will be as described in clauses 16.2.1 and 16.2.2.
- 15.4 Controls for the "cherry picker": (Refer to section 9.0.)
- 15.4.1 All the movements of the "Cherry Picker" must be controlled from a control panel situated on the cradle.
- 15.4.2 It must be possible to control vehicle crawling (0 - 10km/h) and braking from the cradle.
- 15.5 Controls for the catenary support mast: (Refer to section 10.0)



- 15.5.1 The catenary support mast must be operated from a suitable position on the elevating platform.
- 15.6 Interlocking of crawling controls:
  - 15.6.1 The vehicle crawling controls must be so interlocked that no movement of the vehicle is possible if any crane outrigger (clause 7.5) or the catenary support mast (clause 9.0) are not within the vehicle gauge.
  - 15.6.2 The crawling and braking controls must be so interlocked that when the elevating platform, aerial basket or "cherry picker" is in use, crawling operations can only be carried out by one of the controls at any one time - whichever control has the master interlocking key.
- 15.7 Emergency controls:
  - 15.7.1 An emergency stop must be provided on the platform, in the aerial basket / cradle, in the cab, and on both sides of the vehicle, to be reached from ground level.
  - 15.7.2 Independent emergency controls for lowering the platform must be situated on the deck.
  - 15.7.3 Independent emergency controls for lowering the aerial basket on the crane must be situated on the deck.
  - 15.7.4 Independent emergency controls for lowering the cradle of the "cherry picker" must be situated on the deck.
- 15.8 Automatic parking brake:
  - 15.8.1 An automatic parking brake, working in conjunction with the crawling controls of the platform, must be provided.
- 15.9 Cab controls and displays:
  - 15.9.1 The driver's control panel(s) must be positioned such that all controls are ergonomically accessible when driving in either direction.
  - 15.9.2 Warning lights for earthing pantograph positions, elevating platform positions, crane / "cherry picker" and catenary support mast operation, must be provided. An alarm(s) which sounds if either pantograph is activated, but does not make contact with the contact wire, must also be provided. The alarm(s) must be audible in the working area.
  - 15.9.3 Controls of both earthing pantographs are to be interlocked with the controls of all other lifting / elevating devices in such a manner that the latter can only be activated after contact has been made between the overhead conductor and the earthing pantographs.
  - 15.9.4 The control panel must contain all the necessary controls, instruments and switches necessary to safely drive and operate the vehicle and must include the following:
    - 15.9.4.1 Switches for all the lights, windscreen wipers and cooling fan(s).
    - 15.9.4.2 Gauges for engine and gearbox coolant temperature.
    - 15.9.4.3 Gauge for fuel level.
    - 15.9.4.4 Speedometer with odometer (both calibrated to at least  $\pm 5\%$  accuracy).
    - 15.9.4.5 Voltmeter.
    - 15.9.4.6 Engine tachometer with hour meter.



- 15.9.4.7 Gauge(s) for brake reservoir pressure and auxiliary reservoir pressure.
- 15.9.4.8 Warning lights for: Low engine oil pressure; battery charge, suspension locking device and fuel / water separator.
- 15.10 The driver's travelling controls must be locked out if any device is not in its stored position (including pantographs).

## **16.0 TOWING EQUIPMENT**

- 16.1 The vehicle must be capable of being hauled in either direction by a locomotive if required, to clear the section after breakdown.
- 16.2 The vehicle must be provided with a system for connection to a standard locomotive coupler.
- 16.3 Mounted next to the drawbar connection, must be instructions warning that the drawbar must only be used to tow the machine in case of breakdown.

## **17.0 HYDRAULIC SYSTEM(S)**

- 17.1 All hydraulic equipment supplied, must be able to work at the same maximum supply pressure, on a specific system.
- 17.2 The hydraulic reservoir(s) must be large enough to allow simultaneous operation of all the hydraulic equipment in the system.
- 17.3 Hydraulic hoses must be manufactured to an approved SABS/SANS standard. Details must be furnished.
- 17.4 The following safety features (devices) must be incorporated into the system:
  - 17.4.1 Device to prevent overloading (over-pressurising).
  - 17.4.2 Device to prevent load from dropping in case of hose or other failure.
  - 17.4.3 Replaceable return / suction filter, suction strainer and suitable oil level indicator fitted to the hydraulic tank.
  - 17.4.4 Port relief valves required for every function.

## **18.0 ENGINE**

- 18.1 A suitable, easily maintainable diesel engine must be provided to drive the vehicle(s) and auxiliary systems at the required speed. Refer to Section 5.
- 18.2 Approval (sign off) of engine installation must be done by representatives of the engine manufacturer.

## **19.0 TRANSMISSION**

- 19.1 A suitable, easily maintainable transmission must be provided to drive the vehicle(s) at both high and crawling speeds, continuously in both directions.
- 19.2 Approval (sign off) of transmission installation must be done by representatives of the transmission manufacturer.

## **20.0 FUEL SYSTEM**



- 21.1 A fuel tank must be provided, having sufficient capacity for the vehicle operating range specified in clause 6.2 and driving the auxiliary systems. No diesel fumes may enter the passenger compartment.
- 21.2 Fuel filters suitable for the engine capacity, must be fitted.
- 21.3 A fuel / water separator, with warning light in the cab to alert the driver when the system needs draining, must be fitted in the fuel system.

## **22.0 WHEEL SETS**

- 22.1 The distance between wheel flanges must be  $988 \pm 2\text{mm}$ .
- 22.2 The "tyre" profile of the wheels must be according to the latest drawing of wheeltread MTV.173, as shown in Appendix F.
- 22.3 The axles and wheels must be ultrasonically tested before assembly and test certificates must be submitted by the contractor. It shall be possible to positively associate individual certificates with particular wheelsets and axles.
- 22.4 The resistance between the wheels of an axle must not be greater than 0,05 ohms so as to operate the track circuits of the signalling system.

## **23.0 SUSPENSION**

- 23.1 Suitable automatic suspension locking device(s) must be provided for stabilising the vehicle when the platform and / or crane or "cherry picker" are in use over their full operational range and capacity while the vehicle is standing / crawling on a track, even with a cant of 100mm. Locking of axles must be such that all wheels will stay in contact with the rails in the event of twist in the track.

## **24.0 BRAKES**

- 24.1 The brake pneumatic system must be isolated from other pneumatic systems on the vehicle.
- 24.2 Service and emergency brake action must be provided on all wheels. Service brakes should be air-operated to give a brake efficiency of not less than 12,5%G. The emergency brake should be able to give a brake efficiency of not less than 6,5%G.
- 24.3 A system must be provided to charge the vehicle's air-brake system from a towing vehicle. The connector must match the standard Transnet equipment.
- 24.4 The mechanical parking brake must operate on all wheels and must be capable of holding the vehicle at an incline of at least 1:25.
- 24.5 The emergency brake must be controlled from the driver's panel, the control panel on the elevating platform and from the aerial basket / "cherry picker".

## **25.0 EXHAUST SYSTEM**

- 25.1 The exhaust system must prevent recirculation.
- 25.2 The exhaust system must prevent fumes from entering the cab.
- 25.3 It must be possible to discharge exhaust gases at either end of the vehicle, close to ground level.





- 25.4 A system to condition the exhaust fumes to ensure a healthy and safe environment for staff, when working under confined conditions (such as in tunnels), must be provided.

## **26.0 STORAGE AND TOOL BOXES**

- 26.1 Two hatch type tool trays to be provided on elevating platform top, 500 x 300 x 200mm deep.
- 26.2 A lockable weatherproof cupboard manufactured from sheet metal, must be provided on the open deck of the vehicle. The cupboard will contain:
- 26.2.1 One box, 1 800mm long x 1 800mm wide x 300mm deep, to hold electrical conductors in roll diameters of between 1 600mm and 1 800mm (contact wire), 1 200mm and 1 500mm (catenary wire) and between 800mm and 1 400mm for other conductors.
- 26.2.2 Eighteen boxes, each 300mm long x 300mm high x 750mm deep and four boxes, 900mm long x 300mm high x 750mm deep, of the pigeon hole type.
- 26.2.3 One box 1 800mm long x 300mm high x 750mm deep.
- 26.3 Secure storage space for the aerial basket (if supplied) must be provided on the deck of the vehicle for when the basket is not in use.
- 26.4 If required, storage space must be provided on one side to carry a 1000kg mast of dimensions 300mm x 500mm x 10 500mm long.

## **27.0 SAFETY COMPLIANCE**

- 27.1 The vehicle must comply with the Machinery and Occupational Safety Act (Act 85 of 1993), as well as Transnet's safety instructions, where applicable.
- 27.2 Weatherproof safety notices indicating safe working loads, must be mounted on all the equipment where appropriate.
- 27.3 Safe operating instructions and daily inspections to be carried out by the driver of the vehicle before trips are undertaken, must be mounted on the inside of the cab.
- 27.4 Clear instructions regarding all precautions to be taken before the vehicle is towed, as well as maximum towing speed and distance, must be mounted in the cab.
- 27.5 All hydraulic equipment and movable sections must be fitted with mechanical locks, for use in travelling mode.

## **28.0 QUALITY ASSURANCE**

- 28.1 All processes for the manufacture and assembly of the product components, must be subjected to a Quality Assurance System.
- 28.2 The tenderer will assume full responsibility for assuring that the products purchased, meet the requirements of Transnet for function and performance, including purchased products from sub-contractors.
- 28.3 The onus is on the manufacturer to prove the effectiveness of their system to Transnet.
- 28.4 SABS ISO 9000 to 9004 inclusive (SABS 0157 Parts 1 to 4) must be regarded as a guideline, where applicable.
- 28.5 The manufacturer must provide a description of the system employed to ensure that the above requirements will be met.



- 28.6 The following must accompany the description:
- 28.6.1 An organisational structure diagram highlighting the quality assurance function.
- 28.6.2 All inspection sheets and checklists in use.
- 28.7 The manufacturer must give detailed clarification regarding the quality assurance system when required.
- 28.8 The manufacturer must allow Transnet officials to carry out random audits of the system, without any prior warning.
- 28.9 The tenderer must ensure accessibility to all sub-contractors for audit purposes.

## **29.0 PAINTING**

- 29.1 The vehicle and all its equipment must be thoroughly treated against rust and painted to provide a pleasant working environment. Paint colours must be negotiated between the Contractor and the Client.
- 29.2 Mechanical locks on hydraulic equipment must be painted red.
- 29.3 Chevron boards must be mounted on both ends of vehicle.

## **30.0 FURTHER REQUIREMENTS**

- 30.1 Flexible rail sweepers must be fitted at both ends of the vehicle. (See clause 5.10.)
- 30.2 A cow catcher must be fitted at both ends of the vehicle.
- 30.3 A marker bracket (for train tokens) must be fitted at each end of the vehicle.
- 30.4 An emergency back-up system must be supplied for use in the event of a total failure of the main power source.
- 30.4.1 The back-up system must make it possible to retract all systems to allow towing.
- 30.5 A suitable Engineer's vice must be supplied and fitted somewhere in a suitable position on the vehicle.
- 30.6 Noise levels in the working area must be less than 85dB (A).

## **31.0 DOCUMENTATION**

- 31.1 A complete maintenance manual and spare parts list must be available on the vehicle.
- 31.2 A complete operator's instruction manual must be available on the vehicle.



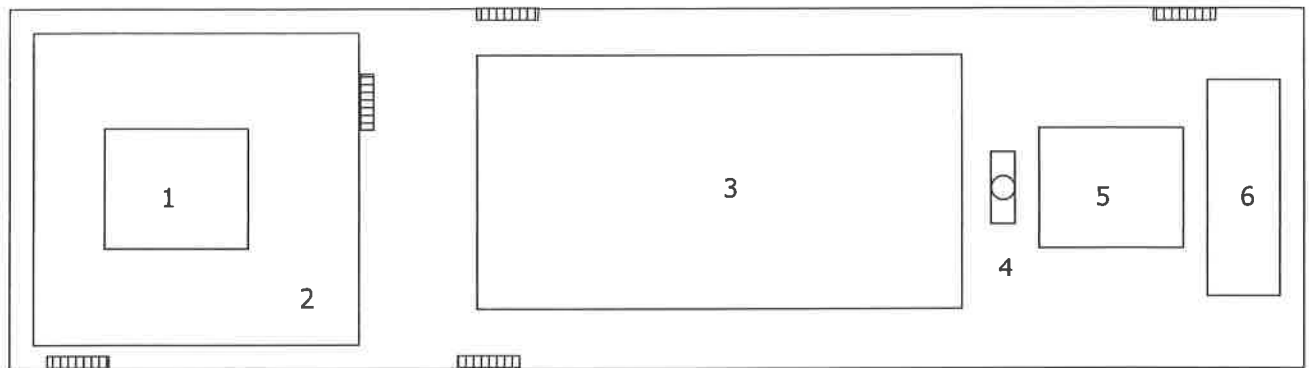
### SCHEDULE OF REQUIREMENTS FOR MEDIUM O.H.T.E. MAINTENANCE VEHICLES

NOTE: The clause numbers in this schedule correspond with those of the preceding specification (i.e. Annexure 3).

Clause number	Description	Required
6.2	The operating range required:	<b>600 km</b>
6.3	The governing incline encountered:	<b>1 : 40</b>
6.3	The speed the vehicle must be able to maintain up the incline above:	<b>50 km/h</b>
7.0	Elevating Platform:	<b>Yes</b>
8.0	Hydraulic Crane:	No
8.3	The lifting capacity required (t.m):	N/A
9.0	Dual Purpose Crane:	<b>Yes</b>
9.3	The lifting capacity required of dual purpose crane (t.m):	<b>7,5 t.m.</b>
10.0	"Cherry Picker":	No
11.0	Catenary Support Mast:	<b>Yes</b>
12.0	Off-Tracking Equipment:	<b>Yes</b>
13.0	Air Supply for Pneumatic Tools:	<b>Yes</b>
14.0	High Pressure Washing Equipment:	<b>Yes</b>
14.5	High Pressure Hose length:	<b>10 m</b>
15.1	Number of persons seating accommodation is required for (6 minimum and driver included):	<b>6</b>
15.1	Number of the people specified above to be seated in the elevated inspection position:	<b>2</b>
27.4	Storage space for one mast:	No



## APPENDIX A



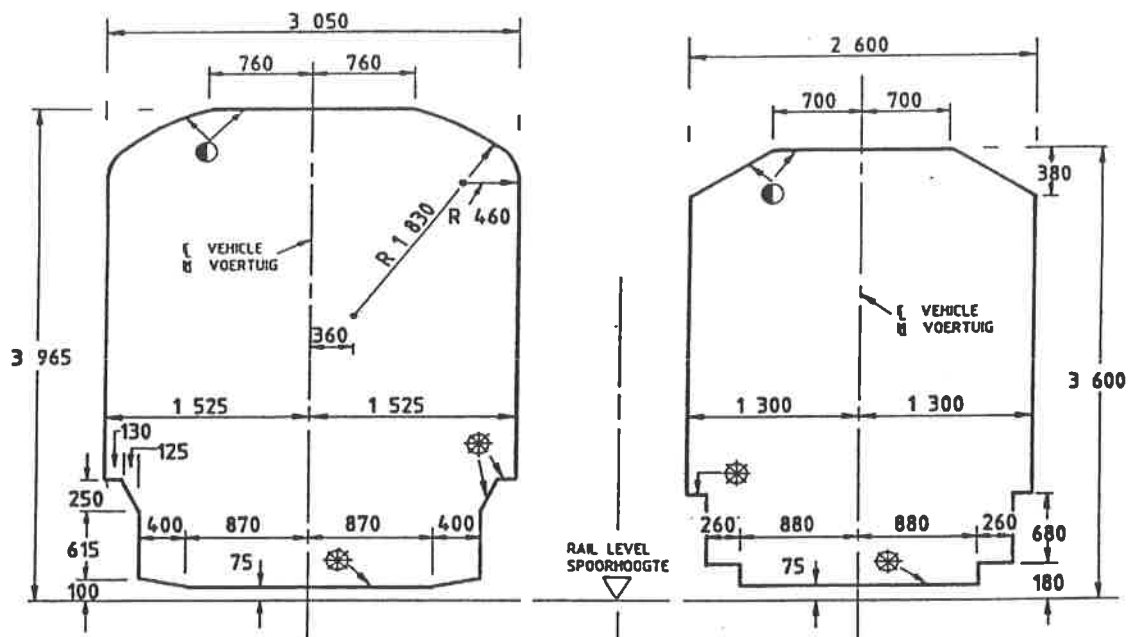
- 1 Earthing pantograph
- 2 Cab
- 3 Elevating platform
- 4 Catenary support mast
- 5 Measuring pantograph
- 6 Crane



Door / gate

**APPENDIX B****VEHICLE GAUGES — VOERTUIGPROFIELE**

TRACK GAUGE 1 065 mm AND EN 610 mm  
SPOORWYDTE



- WITHOUT LOAD AND WITH NEW TYRES, VEHICLE MUST NOT BE HIGHER THAN THIS OUTLINE.  
SONDER VRAG EN MET NUWE WIELBANDE MOET VOERTUIG NIE HOER AS HIERDIE BUITELYN WEES NIE.
- ⊗ WITH FULL LOAD AND WORN TYRES, VEHICLE MUST NOT BE LOWER THAN THIS OUTLINE.  
MET VOLLE VRAG EN GESLYTE WIELBANDE MOET VOERTUIG NIE LAER AS HIERDIE BUITELYN WEES NIE.

TRACK GAUGE 1 065 mm  
SPOORWYDTE

TRACK GAUGE 610 mm  
SPOORWYDTE

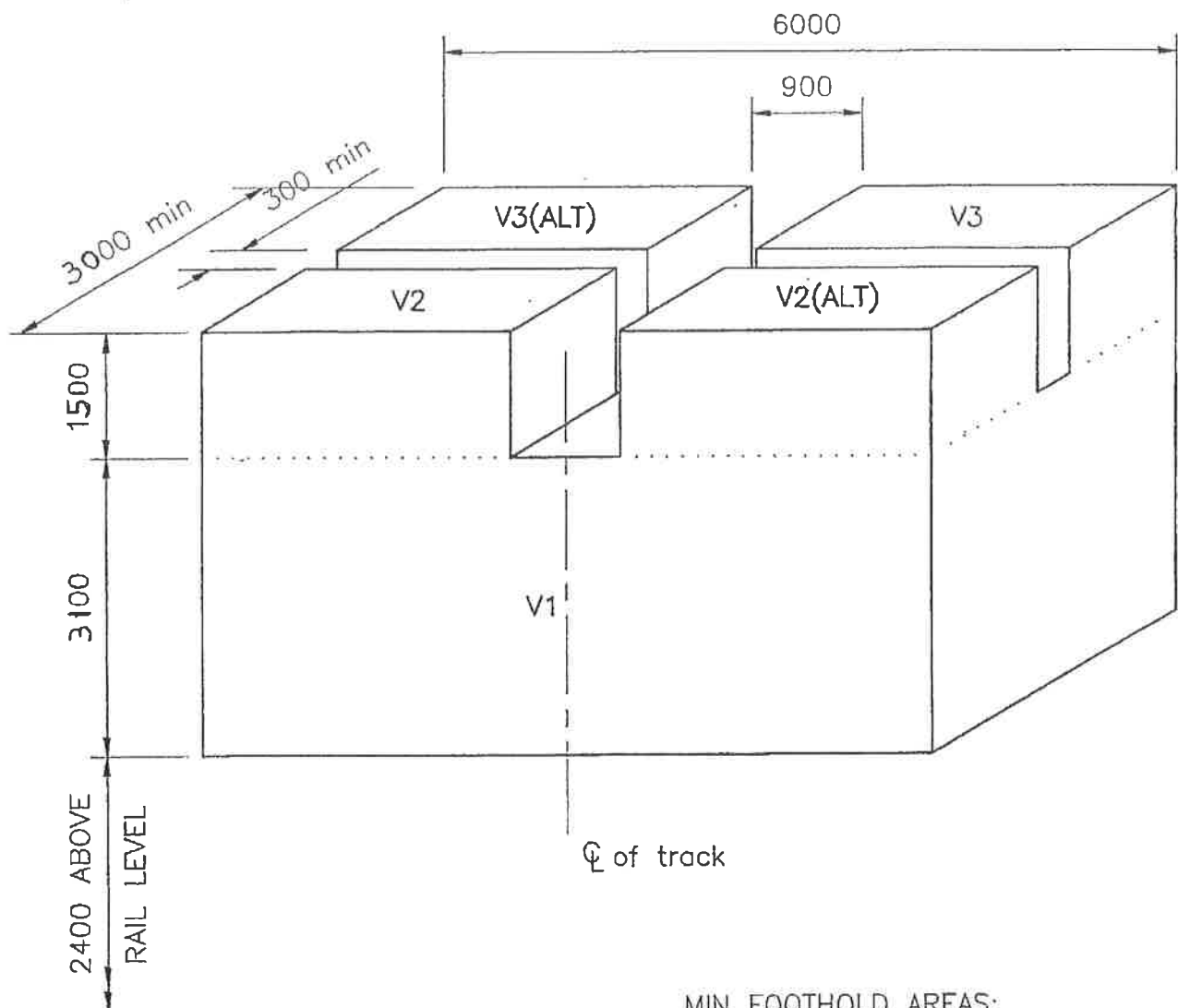
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AMEND/WYSIG  
BE 82-15



## APPENDIX C

### NOTE:

HEIGHTS SHOWN REFER  
TO FOOTHOLD SURFACES



### MIN FOOTHOLD AREAS:

VOLUME V1 = 3000min x 2300

VOLUME V2,V3 = 1000 x 600

## APPENDIX D/1

from: MTV HEAD OFFICE

date: 15 August 1995

TO: ELECTRIC'S HEAD OFFICE  
ATTN: Dawie Kruger & Jan Swiegers

Dear Sirs.

### Interchangeability of crane and cherry picker

During previous discussions between MTV and ELECTRICS, MTV advised that both a crane and a "cherry picker" should be situated on the vehicle and that it should not be interchangeable. This recommendation was based on the MACHINERY AND OCCUPATIONAL SAFETY ACT OF 1983, regulation 18, paragraph 5 which reads as follows:

"The user shall cause the whole installation and all working parts of every lifting machine to be thoroughly examined and subjected to a performance test, as prescribed by the standard to which the lifting machine was manufactured, by a person who has knowledge and experience of the erection and maintenance of the type of lifting machine involved or similar machinery and who shall determine the serviceability of the structures, ropes, machinery and safety devices, before they are put into use following every time they are dismantled and re-erected, and thereafter at intervals not exceeding 12 months: Provided that in the absence of such prescribed performance test the whole installation of the lifting machine shall be tested with 110% of the rated mass load, applied over the complete lifting range of such machine and in such manner that every part of the installation is stressed accordingly."

According to the above, a performance test (overload test), executed by a competent person, is required every time the cradle is interchanged with the hook. After discussing this issue with Larry Kloppenborg (Occupational Safety, Department of Labour), the following allowance was made:

The performance test may be omitted after the hook has been interchanged with the cradle or *vice versa* subject to:

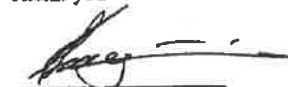
- The cradle and hook are connected to the rest of the hydraulic arm through a quick disconnect coupling.
- Connecting and disconnecting of the cradle or hook does not require any adjustment and/or alteration to the rest of the hydraulic system.
- The interchange is done by a competent person as described in regulation 18, paragraph 5 of the MACHINERY AND OCCUPATIONAL SAFETY ACT.

The above has not yet been confirmed in writing, but as soon as such a document is received, it will be forwarded to your office.

We regret such an amendment at this late stage, but sincerely hope that this aspect can still be renegotiated with the relevant tenderers for the Bloemfontein vehicle.

Due to the discussion with Mr Kloppenborg, the request for an interchangeable crane and cherry picker on the Empangeni vehicle, will be incorporated in the MTV specification.

Thank you



Stedrick Saayman  
Engineer  
MTV



## APPENDIX D/2

Eenheidsingenieur, Infrastruktuur (M.T.V)

Privaatsak : Private bag X47, Johannesburg



Telefoon

Telephone (011) 773-2983  
1995

Faksnommer

Fax number (011) 773-3002

Datum

Date 17 August,

Aan faksnommer

To fax number (011) 326-2549

Gerig aan

Addressed to Department of Labour - Occupational Safety

Vir aandag

For attention Larry Kloppenborg

Van

From SpoorNet MTV

Getal bladsye insluitend hierdie bladsy

Number of pages including this page 2

Verwysing

Reference Phone call 15/08/95

Boodskap

Message

### HEADING: Interchangeable lifting equipment

Body Text

Attached please find a letter addressed to Electric's Head Office. This letter was drafted after a discussion between yourself and Mr A. Haasbroek. Would you please confirm, in writing, the omittance of a performance test under the conditions stressed in the attached letter.

Thanking you in advance

Stedrick Saayman

Engineer



**APPENDIX D/3**

Chief Director: Occupational Safety

Tel: 011 234-1234

Fax: 011 234-1234

**LABOUR**Minister of Labour  
for Manpower and Labour  
Private Bag 111  
001 Pretoria

**TRANSNET LIMITED**  
**SPOORNET: SENIOR ENGINEER**  
**INFRASTRUCTURE (MTV)**  
**PRIVATE BAG X47**  
**JOHANNESBURG**  
**2000**

Navrac • Enquiries:

**L. Kloppenburg**

Bylir • Extension:

Verwysing • Referensie: 44

34/2/6/2/18

25 August 1995

Attention: Mr S. Saayman

Fax: (011) 773 3002

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1995**  
**LIFTING MACHINE INSPECTION AND TESTING**

Concerning your facsimile dated 17 August 1995 regarding confirmation of a discussion with your Mr A. Haasbroek, into the requirements for load testing of lifting machines.

The references made in your letter dated 15 August 1995 addressed to "ELECTRIC'S HEAD OFFICE" are in principle correct.

For clarity purposes, the OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 has a number of regulation groups attached to the Act. Of which, regulation 18 of the DRIVEN MACHINERY REGULATIONS addresses the use of Lifting Machines (cranes, cherry pickers et cetra). Sub-regulation 5 addresses the inspection and testing frequency of lifting machines and special inspection and testing occasions. The "dismantling and re-erection" referred too in the sub-regulation is applicable when the whole lifting machine is dismantled and re-erected.

The connecting and disconnecting of lifting tackle (spreaders, cradles, attachment hooks et cetra) does not constitute the "dismantling and re-erection" of the lifting machine and therefore does not fall into the requirements of the Driven Machinery Regulation 18 (5).

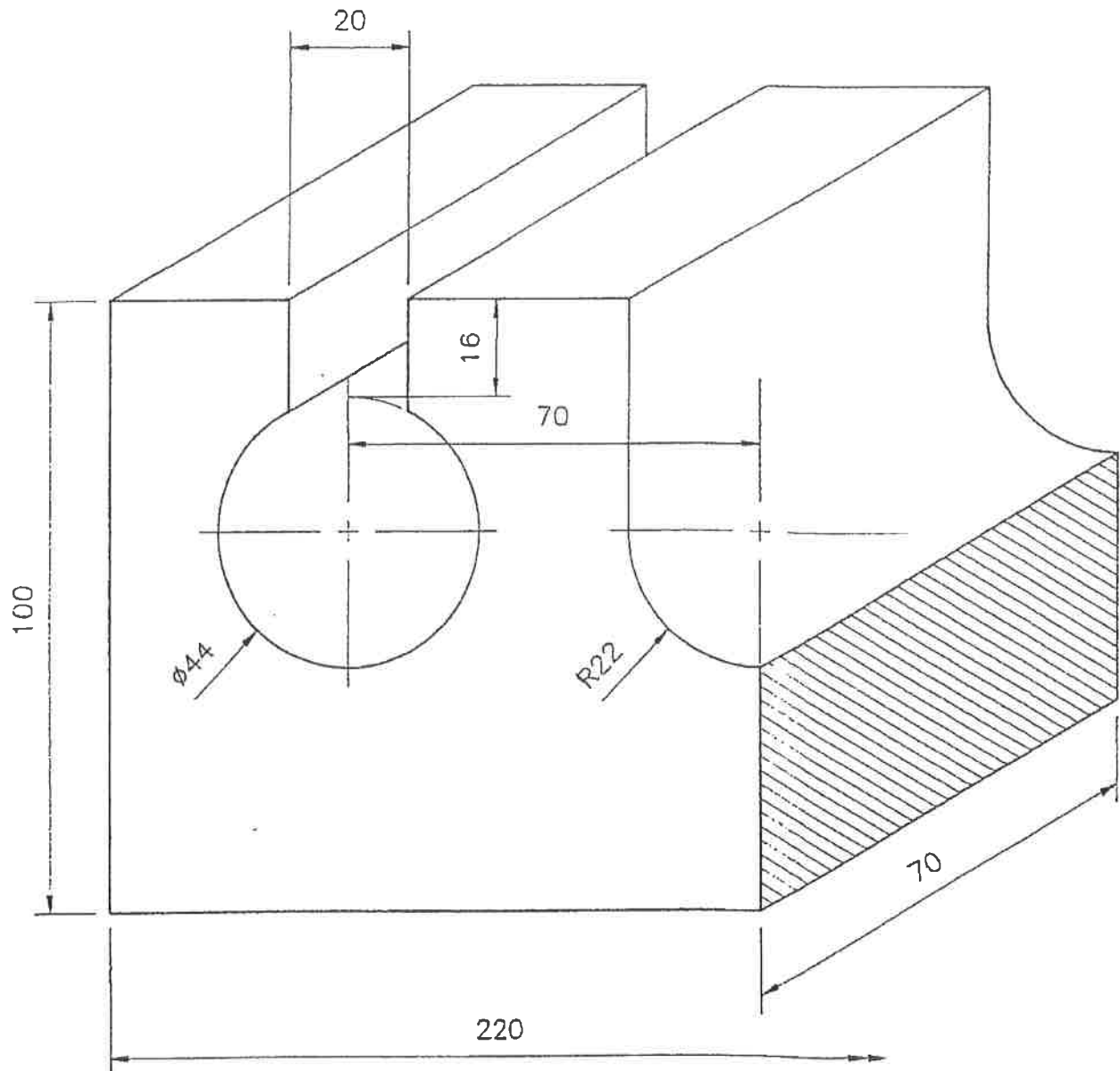
Should you require any further assistance or information please contact the writer.

Your faithfully

For Chief Inspector

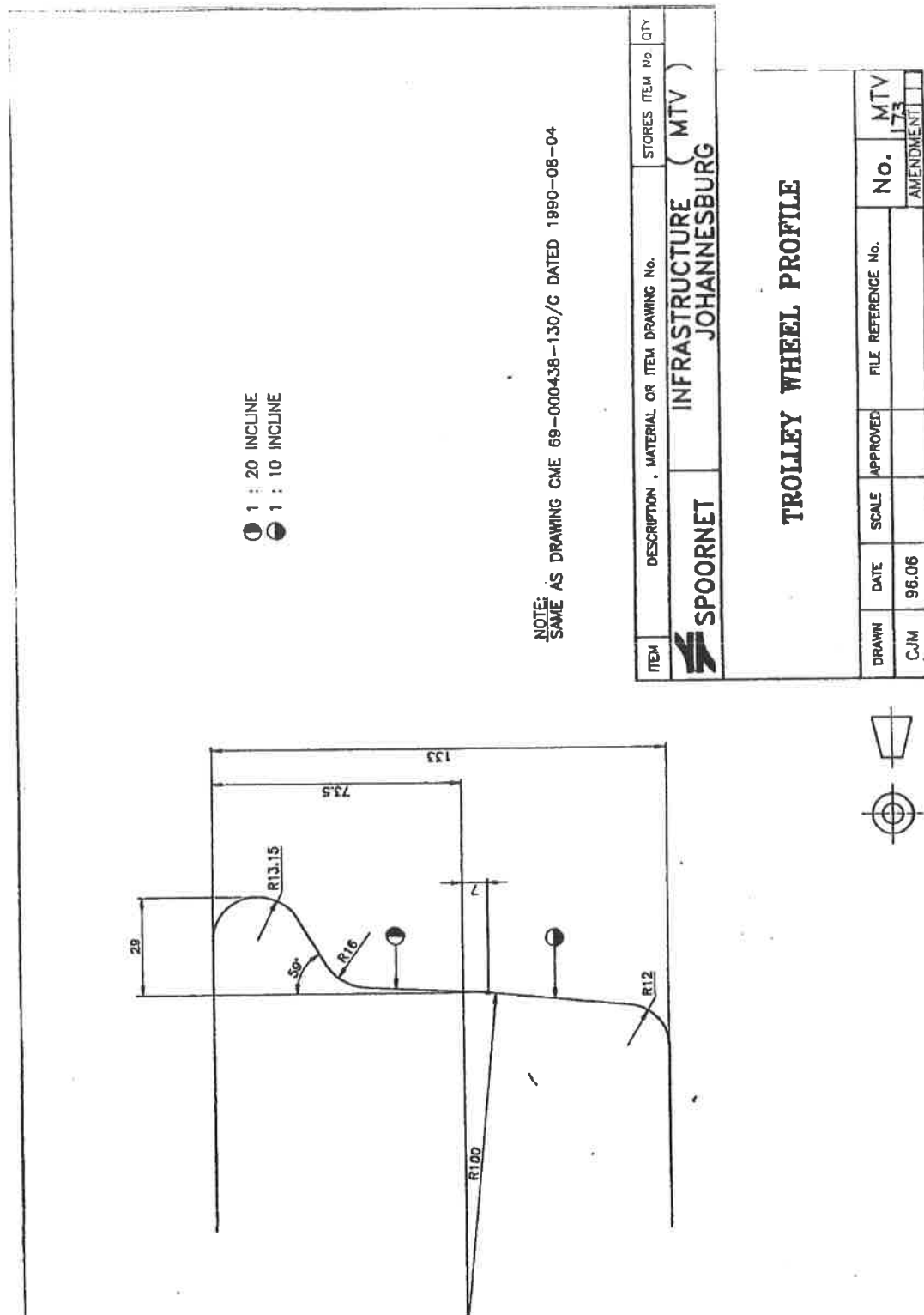


## APPENDIX E



DESIRED SHAPE OF NOTCHES

# APPENDIX F





## Scope of Works

SECTION	CONTENTS
1.0	SCOPE
2.0	REFERENCES
3.0	TENDERING PROCEDURE
4.0	SERVICE CONDITIONS
5.0	TECHNICAL REQUIREMENTS



## **1.0 SCOPE**

- 1.1 This specification covers the Electrical requirements for a hired, heavy class self-propelled on-track inspection and maintenance vehicle, to be used on overhead electrical equipment of both 3kV DC and 25kV AC.

## **3.0 TENDERING PROCEDURE**

- 3.1 No changes may be made to the text of this specification as issued, including its Appendice/s and (possible) Addendum/s.
- 3.2 Tenderers shall indicate compliance with the specification on a clause-by-clause basis. This shall take the form of a separate typewritten document listing all the specification clause numbers, against which the individual statements of compliance or non-compliance must be indicated. This separate document may be used by Tenderers to elaborate on their response to a clause.
- 3.3 Any statement of non-compliance shall be motivated by the Tenderer.
- 3.4 Tenderers may offer alternatives which they deem as viable, to the equipment specified in this specification. Alternative offers must be clearly marked as such. The consideration and / or acceptance of any alternative offer will be at the discretion of Spoornet.

## **4.0 SERVICE CONDITIONS**

The vehicle will be required to operate under the following environmental conditions:

- 4.1 Altitude: 0 - 1800m above sea level.
- 4.2 Ambient temperature: Minus 5 degrees Celsius to plus 45 degrees Celsius.
- 4.3 Relative humidity: 10 percent to 90 percent.
- 4.4 Lightning conditions: 11 flashes per square km per annum.
- 4.5 Contact wire heights: 4,2m to 6,2m above rail level.

## **5.0 TECHNICAL REQUIREMENTS**

### **5.1 VEHICLE ELECTRICAL SYSTEM:**

- 5.1.1 The vehicle battery shall be mounted in a well-ventilated housing. (Not inside the cab.)

### **5.2 ELECTRICAL POWER REQUIREMENTS:**

- 5.2.1 A 50Hz supply of 220V AC with a minimum capacity of 6,5kVA shall be provided.
- 5.2.2 Two 220V, 50Hz watertight welding socket outlets, each with a 30 Amp capacity, shall be provided, one on each side of the vehicle deck. (Only one in use at any one time.)
- 5.2.3 Two 220V, 50Hz socket outlets with a total capacity of 20Amp, shall be installed in a suitable position inside the cab.
- 5.2.4 For the purpose of operating small power tools, one 220V, 50Hz watertight socket outlet, with a capacity of 20 Amp, shall be installed on each working platform of the vehicle



including the aerial basket / "cherry picker", as well as one at the crane end of the vehicle. (Only one in use at any one time.)

- 5.2.5 For the purpose of operating hand held leadlights, one 24V DC watertight socket outlet with a capacity of 5 Amp, shall be provided on each working platform and in the aerial basket / "cherry picker".

### **5.3 LIGHTING:**

- 5.3.1 For the purpose of general night and tunnel work, two separately switched, weatherproof high pressure sodium floodlights, each rated at 70 Watt, shall be mounted as high as possible in the side handrails of the main elevating platform and aimed upwards (adjustable) to illuminate the overhead track equipment. Lenses of luminaires to be manufactured from clear polycarbonate or similar tough and shatter-proof material. Mounting must be on opposite sides of the platform and shall not cause an obstruction to staff working on the platform. Glare shall be reduced to a minimum.
- 5.3.2 One separately switched, weatherproof high pressure sodium floodlight rated at 70 Watt, shall be mounted as high as possible in the handrails of each working platform of the vehicle other than the main elevating platform and aimed upwards (adjustable) to illuminate the area above the platform. Lenses of luminaires to be manufactured from clear polycarbonate or similar tough and shatter-proof material. Mounting shall not cause an obstruction to staff working on the platform/s. Glare shall be reduced to a minimum.
- 5.3.3 Four 24V headlights for night driving (minimum 75 Watt Halogen) shall be mounted on the vehicle, two at each end. Pairs of headlights (front and rear) shall be switched separately. Pairs of headlights shall have a dipping facility, e.g. the driver must be able to select "high" or "low" beam as required.
- 5.3.4 Four 24V red tail-lights shall be mounted on the vehicle, two at each end.
- 5.3.5 The head- and tail lights of the vehicle shall be switched in such a way that, whichever pair of headlights is selected by the driver, will automatically cause the pair of tail-lights on the opposite end of the vehicle to light up.
- 5.3.6 One 24V spotlight (55 Watt Halogen) shall be provided on the cab. It shall be in such a position that it can be aimed at the measuring pantograph from inside the cab. The spotlight shall be separately switched, shall be fully adjustable and shall be capable of swivelling through 360 degrees.
- 5.3.7 At least two fully-enclosed fluorescent luminaires (cab lights) with an adequate light output, shall be mounted on the inside of the cab roof of the vehicle. These lights shall be separately switched.



## 5.4 EARTHING PANTOGRAPHS

- 5.4.1 The vehicle shall be equipped with two earthing pantographs. The pan of the pantograph at the non-cab end shall be mounted directly above a set of rail wheels or the centre of a bogie, to double as basic measuring pantograph. The other pantograph shall be mounted at the opposite (cab) end of the vehicle, preferably also above a set of rail wheels. They will only be activated when the vehicle is in crawling mode, i.e. at speeds varying between 0 and 10km/h.
- 5.4.1.1 Single-arm pantographs similar to those used on locomotives, are preferred. They must be calibrated to exert an upward force of  $80N \pm 10\%$  on the contact wire. This force shall stay constant throughout the range of contact wire heights (see clause 4.5) and shall also not vary by more than 10% during sloping up or down of the contact wire when the vehicle is travelling at a speed of up to 15km/h.
- 5.4.2 Both pantographs on the vehicle must be provided with both curved carbon (AC) pans as well as straight copper (DC) pans. Suitable storage space or brackets must be provided to allow the 2 pans not in use at a particular moment, to be securely carried on the vehicle at all times. The respective mass of the 2 types of pans must be equalised by attaching extra weights to the pans with lower mass (normally the AC pans), thus avoiding the need to adjust the pantograph tension springs each time the pans are exchanged.
- 5.4.3 Both the AC and DC pans of the basic measuring / earthing pantograph must be provided with a suitable scale on one side, so that contact wire stagger up to 500mm to the left or right of vehicle centre line, can be read off directly. (Vehicle centre line must also be track centre line on tangent track). The scales must have clear graduations every 10mm with figures every 100mm, arranged around a centre zero, i.e. 5-4-3-2-1-0-1-2-3-4-5. They must be legible from the elevating platform or cherry picker cradle. Black lettering on a white background is preferred.
- 5.4.4 The basic measuring / earthing pantograph must also be provided with a mechanical pointer to indicate contact wire height above rail. It must have clear graduations every 10mm over the full range of contact wire heights stipulated in clause 3.0, with figures every 100mm (e.g. 42-43-44-.....60-61-62) and red marks at 4,22m, 4,5m and 6,0m. It must be legible from the elevating platform or cherry picker cradle. Alternatively a digital height display may be provided for alternate use on the elevating platform and crane cradle.
- 5.4.5 Both the earthing pantograph frames shall be mounted directly onto the vehicle chassis (without insulation) and the current collectors must be connected directly to vehicle chassis via flexible copper cables / braiding with a total cross-sectional area of at least 70mm<sup>2</sup>.
- 5.4.6 In the event of engine or system failure, spring pressure shall cause the earthing pantographs to stay up against the contact wire if they were up at the instant of failure. A lock-down system to ensure safe travelling under live Overhead conductors, shall be provided if necessary.
- 5.4.7 The two earthing pantographs shall be separately controlled from the driver's position by means of spring-loaded key switches and pushbutton switches. The earthing pantographs must only be activated by using two hands simultaneously to operate these switches. Dropping the earthing pantographs, shall require a similar two-hand operation. It shall only be possible to remove the key from the key switch in the centre-OFF position.
- 5.4.8 A manual override facility which is lockable in the OFF position by means of a removable key, must be provided at the driver's position of the vehicle, so that the elevating platform, cherry picker and catenary support mast may be operated without the earthing pantographs being in contact with the contact wire, for special conditions or operations.



5.4.9 The maximum height of both the earthing pantographs shall not exceed 3,965m above rail level when fully lowered.

5.4.10 An air-pipeline connection from the vehicle auxiliary system shall be provided for raising and lowering the pantograph.

## **5.5 WARNING DEVICES**

5.5.1 An amber revolving light shall be mounted on the cab roof or other suitable position on the vehicle and shall be visible from all sides.

5.5.2 A suitable warning horn which shall be clearly audible at 300 metres, shall be provided. The air-horn type used on Spoornet's electrical locomotives, is preferred.

5.5.3 A suitable siren must also be provided, to warn staff against approaching trains.

## **5.6 VEHICLE EARTHING**

5.6.1 The vehicle chassis shall be earthed to the rail by means of flexible copper cables with a total cross-sectional area of at least 70 square mm, which shall be connected to sturdy earth brushes on two of the vehicle axles, but not on the same bogie. These brushes must have at least the same current carrying capacity as the copper cables.

5.6.2 Cab, elevating platform/s, catenary support mast and crane/"cherry picker", shall have flexible copper cables with a total cross-sectional area of at least 70 square mm connected across all hinges and joints in the frames and down to vehicle chassis.

5.6.3 A connection point for portable earthing cables must be provided in a suitable position on the elevating platform or "cherry picker" cradle. This facility shall consist of a 200mm length of approximately 50mm X 10mm unpainted copper bar, provided with two Ø14mm holes for clamping or bolting of earth cables. This connection point must make solid electrical contact with the platform or cradle framework. A flexible copper cable of at least 70 square mm shall be connected between this point and vehicle chassis.

5.6.4 All earthing connections must be made between clean metal surfaces. Vibration-resistant fasteners must be used wherever possible. A suitable jointing compound to prevent oxidation and ingress of moisture, must be applied in all earthing joints.

**END**





## PART 4: AFFECTED PROPERTY

Core clause 11.2(2) states

"Affected Property is property which

Is affected by the work of the *Contractor* or used by the *Contractor* in Providing the Service is in the documents which the Contract Data states it is in."

In Contract Data, reference has been made to this Part 4 of the contract for the location of the Affected Property

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### Description of the Site and its surroundings

#### 1. General description

The contract area will be all track owned, or maintained, by Transnet Freight Rail country wide, in addition to neighbouring countries. The Contractor may be required to work in areas where varying degrees and types of security situations are prevailing such as may occur in remote rural areas through to densely populated metropolitan areas. The railway tracks are located in areas of varying horizontal and vertical dimensions of the land surface. In some areas, tracks fall in deep cuttings as well as in high embankments.

#### 2. Existing buildings, structures, and plant & machinery on the Site

There are fixed assets that are situated alongside the linear state of the railway infrastructure. These structures are but not limited to; bridges, platforms, culverts and track side components. The Contractor shall ensure that all the works being carried out does not deform the existing structures.

#### 3. Hidden services

There are underground services that were previously erected and the as-built data to locate such services will be utilised. There are situations where the as-built data cannot be traced and in such situations, activities must be carried out with caution. During the execution phases of the project, there is a possibility of disruption of such hidden services. These services include conduits (oil, water and sewage), electrical cables and any other structure that may be present. The employer shall inform the contractor through a baseline risk assessment of any possibilities in anticipation.

#### 4. Other reports and publicly available information

The Employer will also provide maps and locations as and when required.