

## **Transnet Freight Rail**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

### **REQUEST FOR QUOTATION [RFQ] No: TFR/2023/02/0002/21547/RFQ [KBC/40512]**

**FOR THE PROVISION OF:**      **Supply, operation and maintenance of an On-track drain cleaning machine for a period of 33 days**

**ISSUE DATE:**                      **9 February 2023**

**CLOSING DATE:**                    **21 February 2023**

**CLOSING TIME:**                    **10:00 AM**

**VALIDITY DATE:**                    **90 BUSINESS DAYS (27 June 2023)**

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

***Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.***

#### **For any technical queries please contact;**

Project Manager: Kauthar Cupido

Tel: 065 859 1218

E-mail: Kauthar.cupido@transnet.net

**SECTION 1: SBD1 FORM****PART A****INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TFR, A DIVISION TRANSNET SOC LTD</b>							
BID NUMBER:	KBC/40512	ISSUE DATE:	9.02.2023	CLOSING DATE:	21.02.2023	CLOSING TIME:	10:00 AM
DESCRIPTION	Supply, operation and maintenance of an On-track drain cleaning machine for a period of 33 days						
<b>BID RESPONSE DOCUMENTS SUBMISSION</b>							
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.							
<b>RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.</b>							
The Transnet e-Tender Submission Portal can be accessed as follows:							
<ul style="list-style-type: none"> <li>▪ Log on to the Transnet eTenders management platform website/Portal (<a href="https://transnetetenders.azurewebsites.net">transnetetenders.azurewebsites.net</a>) (please use <b>Google Chrome</b> to access Transnet link/site free of charge);</li> <li>▪ Click on "ADVERTISED TENDERS" to view advertised tenders;</li> <li>▪ Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);</li> <li>▪ Click on "SIGN IN/REGISTER" - to sign in if already registered;</li> <li>▪ Toggle (click to switch) the "Log an Intent" button to submit a bid;</li> <li>▪ Submit bid documents by uploading them into the system against each tender selected.</li> <li>▪ No late submissions will be accepted. The bidder guide can be found on the Transnet Portal <a href="https://transnetetenders.azurewebsites.net">transnetetenders.azurewebsites.net</a></li> </ul>							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	Liesel Weir			CONTACT PERSON	Kauthar Cupido		
TELEPHONE NUMBER	053 838-3202			TELEPHONE NUMBER	065 859 1218		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	Liesel.weir@transnet.net			E-MAIL ADDRESS	Kauthar.Cupido@transnet.net		
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA	

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]</b>			
<b>1</b> ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>2</b> ARE YOU A FOREIGN BASED SUPPLIER FOR THE <b>GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.</b>			

## PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

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



## **5 Employment Equity Act**

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

## **6 Changes to Quotations**

Changes by the Respondent to its submission will not be considered after the closing date and time.

## **7 Binding Offer**

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

## **8 Disclaimers**

8.1 Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / services which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- cancel the quotation process;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were notified of their bid being unsuccessful. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price.

**9 Specification/Scope of Work**

# **Maintenance of railway track with on-track Drain Cleaner Machine:**

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## 1. DEFINITION

The following definitions shall apply in addition to those of the specification attached.

### 1.1 Actual Preparation Time (Tp)

Means the period between the actual commencement of the track occupation and the actual commencement of the work by the machinery, plus the period of time between the actual end of the work by the machinery and the actual time when the machinery is secured at its staging point, clear of the occupied track. Preparation time excludes all periods of delay by *Employer*.

### 1.2 Annual Holidays

Means the annual holiday with duration of 15 consecutive working days plus statutory public holidays, Saturdays and Sundays that may fall within in this period, when no Work will be performed by the *Contractor*.

### 1.3 Availability(A)

Means when required to do work, a machine is able to produce work to the standards specified.

### 1.4 Breakdown Time (Tb)

Means all periods during which the machinery is non-available.

### 1.5 Day

Shall mean a calendar day where a specific number of days is allowed in the Contract for the performance of any act or is stipulated for the extinction of any right or the duration of any event or circumstance the days between the commencement and last day of the Annual Holidays (both days included) and the day from which the period is stated or agreed to commence, shall be excluded from the calculation of the number of days concerned.

### 1.6 Double Shift Working

Means the working of two consecutive shifts of 8 hours, which may each be non-continuous and scheduled at any times during a 24-hour day.

### 1.7 Free-on-Rail

Implies, allowing the *Contractor* to move an On-Track machine from one track destination to another with no track usage cost levied on the *Contractor*. Transnet provides the right of passage and the pilot required for the machine to the *Contractor*, without cost and at times whereby such a passage and pilot can be made available by Transnet. Free-on-rail passage will normally be allowed for at the start of a contract to deliver a machine to the starting place of work and at the end of the contract to return a machine to the *Contractor's* depot if required o by the *Contractor*. Free-on-Rail movement of a machine during a contract for major *workshop* repairs required of a machine may only occur if specifically agreed to by the *Service Manager*. Such a move shall then occur in the *Contractor's* time.

### 1.8 Joint Assemblies

Means all types of joints, including flash-butt and thermite welded, fishplate and block-joints.

### 1.9 Machinery

Means the on-track machinery provided complete with all fittings, accessories and ancillary equipment including trailers, caravans and spare parts, as may be required to comply with the requirements of the specifications.

1.10 Maximum Occupation Time (Tom)

Means the total occupation time granted by the *Employer* to the *Contractor* to execute the *services* as per the contract agreement.

1.11 Monthly working Time (Twm)

Means the targeted average monthly working time.

1.12 Moving Time (Tm)

Means 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.

1.13 Night Shift Allowance

Means an allowance paid for any time worked between 18h00 and 06h00 (Night shift allowance is additional to either overtime or normal shift time, if applicable)

1.14 Non-availability

Means when required to do work, the machinery or the operation thereof is unsafe, or the machinery is not able to produce work to the standards specified, due to any reason other than a stoppage of work caused by *Employer*.

1.15 Normal Working Day

Means a total shift of 8 hours, which may be non-continuous, out of every 24 hours for 5 consecutive days out of every 7-day period, or for 10 consecutive days out of every 14-day period. The Supervisor Deputy will determine the daily starting time, which may vary to suit seasonal changes or train timetables.

The *Service Manager* shall decide when 10/14-day work shifts will be worked. When a machine works a 10/14-day shift, *Employer* will consider such working shifts and the additional Saturday and Sunday shift payments will then apply.

1.16 Normal Shift Working (not exceeding Normal Working Hours)

Shifts (8.0 hours) worked on Saturdays up to Normal Working Hours  
Shifts (8.0 hours) worked on Sundays up to Normal Working Hours  
Shifts (8.0 hours) worked on Public Paid Holidays up to Normal Working Hours

1.17 Occupation

Means a formal closure of the line to normal traffic on which work is to be performed for a specified period, arranged in accordance with Infrastructure Occupation Management System (IOMS) and implemented in accordance with the Protection Manual.

1.18 Occupation Between Trains (OBT)

Means when required to be available the machine will work a portion of track without the adjustment of trains services

1.19 Occupation day (To-day)

Means any day that the machinery will be required to be available.

### 1.20 Occupation Time (To)

Means the period(s) between the announced commencement time of an occupation and the time when the machinery is secured at its staging point for the last time.

### 1.21 Overtime

Means any time worked in excess of the hours of a normal working day and any time worked on Saturdays, Sundays and statutory public holidays in excess of 5 consecutive days out of 7-day period or in excess of 10 consecutive days out of 14-day period, all on the written instruction of, or as approved by the *Service Manager*.

### 1.22 Restricted Track

Means that portion of plain track where locking bars, guard rails and check rails are not removed prior to working or where sleepers are skewed by more than 75mm (measured at the rail's centre line) or where Dowty retarders and boosters are fitted which prevent the machine from producing work at the scheduled rates as defined in the Special Conditions and Specifications.

### 1.23 Split Occupation

Means an occupation on any one-day, divided into 2 periods, the sum of which does not exceed 9 hours, with a 2-hour break in between and the total period not exceeding 11 hours.

### 1.24 Standing Time (Ts)

Means the loss of *Working Time* incurred by the *Contractor* due to reasons attributed to the *Employer*.

- 1.24.1 **Standing Time Allowance:** means the time that the Employer allows for the unforeseen disruption in the Working Time. The Employer's Standing Time Allowance will be one (1) hour of the required Working Time per shift. *Contractors* are to factor this Standing Time Allowance in determining the pricing offer.

### 1.25 Supervisor's Deputy

Means the person appointed by *Employer* under the control of the Technical Officer from time to time to take occupations for the machines for the contract, pilot machines to and from site and to supervise the execution of the workload and ensure safe and quality work being done by the *Contractor* and the machine.

### 1.26 Time Worked in (Twi)

Means any day a machine is agreed to be available and *works* outside of and in lieu of a normal working day. Such Twi as well as production statistics and all relevant times must be reflected against the day for which the time was worked in.

### 1.27 Top

Means a change of gradient of one or both rails.

### 1.28 Track

Means and includes plain track, restricted track, sets, splice joints and all joint assemblies.

### 1.29 Travelling time (Tt)

Means the time for the machinery to travel between work site and staging point.

### 1.30 Twist

Means the algebraic difference between adjacent cant measurements.

1.31 Versine

Means the offset measurement at midpoint of a 10m chord taken at any location on curved track. Measurements will be taken 15mm below the top of the rail, against the gauge side of the rail used by the machine as a datum for aligning.

1.32 Works

Means the *works* to be carried out in terms of the Contract.

1.33 Working time (Tw)

Means the periods during which the machinery is actually engaged on the operation or function for which it is provided.

1.34 **E7/1** - Specification For General Work And Works On, Over, Under Or Adjacent To Railway Lines and Near High Voltage Equipment

1.35 **OEM** refers to the Original Equipment Manufacturer of the machinery.

1.36 **MTM** Maintenance Track Manual 2012 version.

## 2. DESCRIPTION OF THE WORKS

- 2.1 This contract includes the maintenance of railway track by the *Contractor* with on-track drain cleaning machine/s capable of the mechanised cleaning of cuttings under live OHTE (Electric Overhead Track Equipment) and working between trains, as well as manual cleaning of drains (cleaning drains by hand) and open of culverts by hands .
- 2.2 This drain/culvert cleaner contract shall include the supply, the operation, maintenance and supply of all consumables and the support services and equipment necessary for the execution of the work to full meaning and intent of the contract.
- 2.3 The Affected Property and areas where the services will be executed shall be all railway lines owned and or maintained by the *Employer* country wide, Passenger Rail of South Africa (PRASA) and neighbouring countries.
- 2.4 The following type of Drain Cleaner and machine capacity is required:

Workload category	Machine and/or Type of Machine output required	Planned depot or area where machine is required to work	Estimated effective work time per month (Tw)	Spoil in cubic meters (m3) to be cleaned/removed per year	Required standard rate of material removal (m3/hr) from drain/cutting
Cleaning of drains	All types of Drain Cleaner machines capable of removing spoil on a minimum of 8m3 per hour.	All depots country wide including neighbouring countries	<i>To be advised by the Bidder in its proposal</i>	<i>To be advised by the Bidder in its proposal</i>	<i>To be advised by the Bidder in its proposal</i>

- 2.5 Drain cleaner contract is required for the following:

- a) clearing of all soil, silt and vegetative growth from earth drains
- b) profiling and trimming of the side slopes of cuttings and drains
- c) Open line production drain cleaner
- d) Loading and removing redundant materials from track
- e) Spoiling and levelling (spoil cleared material clear off track on shoulders of banks outside cuttings)
- f) cleaning of drains by hand
- g) cleaning and opening of culverts by hand
- h) Transport personnel, material and equipment to and from the work site.
- i) Work safely under live OHTE (Electric Overhead Track Equipment)
- j) Cutting vegetation on the drains to enable the machine to clean the drains effectively

- 2.6 The *Service Manager*, however, reserves the right to deploy the machine wherever it is needed within the borders of Republic of South Africa and neighbouring countries.
- 2.7 The *Employer* shall compile the schedule of work for each Machine as per the workload issued by each Task Order.

- a) The deployment of the capacity of the drain Cleaner and the priority of work site shall be determined by the *Employer*.
- 2.8 The rate of drain cleaning for all offers will be considered in the award of contracts. Track possession time and total time required to execute the workload shall therefore be considered for the contract award and be monitored and managed throughout the duration of contracts.
- 2.9 More work than planned may be done per depot per machine per year, only if instructed so by the *Service Manager* and confirmed as allowable within the total value of the contract by the *Service Manager*.
- 2.10 Drain Cleaning will include a variation of the removal of low volume of material per meter of drains as well as a high volume.
- 2.11 The contract period shall be for 33 days.
- 2.12 The work shifts may either be 5 days out of 7 or where work and staff requirements justify, 10 workdays out of 14. The annual break shall be for a period of at least 15 workdays and shall normally be arranged for over the annual Builders break in December.
- 2.13 The Contractor may be required to be available during Annual Holidays for emergency work.

### 3. MANAGEMENT AND START UP

#### 3.1. Management meetings

- 3.1.1 Project management meeting must be conducted once every month for the duration of the contract by the *Service Manager* and *Contractor* who must attend these meeting. Project progress and programme (revision) must be discussed in these meeting. This meeting shall be for the purpose of discussing machinery moves, actual progress versus construction programme, delays, service information, etc
- 3.1.2 Operations planning meetings must be done every scheduled day and on Site. The *Contractor*, *Employer* representative (typically the foreman) and all other supporting staff of both *Contractor* and *Employer* must be part of these meetings. Safety, risk and environmental matters need to be addressed in these meeting. All these will do prior the operation for that particular scheduled day
- 3.1.3 Payment meeting must be conducted once every month for the duration of the Contract. Both the *Service Manager* and the *Contractor* must be represented in these meeting. This activity must be done before the 10th of every month, payment submission and assessment must be done accordingly.
- 3.1.4 Site meetings: The *Contractor* shall attend meetings as scheduled by the *Service Manager*; such meetings shall be for the purpose of discussing daily challenges experienced with the machine and operational issues.
- 3.1.5 The *Service Manager* may call ad-hoc meetings any time during the contract period.
- 3.1.6 Technical and Safety audit of the machinery and Equipment must be done twice a year, and the report must be sent to *Service Manager*.
- 3.1.7 Brake test will be conducted when the machine arrives and thereafter every 30 days. The written or electronic report must be sent to the *Service Manager*.

#### 3.2. Documentation

- 3.2.1 A complete maintenance manual and spare parts list must be available on the machine
- 3.2.2 The *Contractor* shall supply the *Service Manager* with maintenance plans and submit monthly maintenance reports.
- 3.2.3 A complete operator's instruction manual must be available on the machine.
- 3.2.4 A complete machine safety and risk file must be available on the machine.
- 3.2.5 A visitor registration book must be available on the machine.
- 3.2.6 A Site diary must be available on the machine.

#### 3.3. To be Provided by the Contractor

- 3.3.1 Planning of work and emergency standby.
- 3.3.2 The *Contractor* shall in addition to what is stipulated in this Service Information, provide the following facilities and support for the;

### 3.3.2.1 Lighting of the Work Site

The *Contractor* shall provide lighting on and with a machine should the machine be required to work at night. Where a machine is required to work at night, the *Contractor* will be required to provide lighting for the support labour required to work with the machine. This will apply to all workplaces in tunnels and other workplaces where work is to be taking place during hours between 18:00 and 06:00. The *Employer* will notify the *Contractor* at least one week prior to lighting arrangements needing to be made. The lighting shall be of intensity and spread to satisfy safe work and efficiency requirements.

The *Contractor's* lighting will not be required on the workplaces where the *Employer's* labour is employed. The *Contractor* may also utilise the existing lighting power supplies (where available) to assist him in lighting the workplace.

### 3.3.2.2 Flagmen

The *Contractor* shall provide two flagmen to ensure protection of the site at all times for occupations. The flagmen shall be included in the rates tendered for the machine. In the event that additional flagmen are required for a separate worksite if required for a stabilizer working independently, the *Contractor* shall also provide these additional flagmen. These additional flagmen will then be paid for under day rates.

### 3.3.2.3 Support labour and tools

The *Contractor* or his sub-contractor shall provide all equipment, tools and support required to support the drain cleaning activity, including the control measurements to control quality.

### 3.3.2.4 Accommodation and other use of Employer's wagons

No such wagons are foreseen to be part of a Drain Cleaning contract.

## 3.4. Quality Measurement

3.4.1 Geometry measurements done by the *Contractor* ahead of and after Drain Cleaning shall be in accordance with Maintenance Track Manual 2012 Edition, shall be handed in hard copy and / or electronically to the *Employer's* representative on the same day that the work has been performed. Labour for these measurements must be included as part of the compulsory support of the machine and not extra labour.

3.4.2 Measurements shall be done manually and/or electronically.

3.4.3 The standards for structural gauge shall be adhered to (E7/1 specification). The *Contractor* shall verify the structural gauge parameters himself and adhere to the specified standards.

## 4. TRAINING

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

4.2. The *Contractor* shall ensure that all staff working on or with the contract are adequately qualified and trained, so as to comply with any relevant safety and quality requirements. This applies for both the *Contractors* own staff and any staff of a *Subcontractor* employed by the *Contractor*.

4.3. This responsibility of the *Contractor's* to ensure that his staff is qualified and trained implies that:

- a) Specific graded staff shall be qualified and sufficiently experienced and in possession of a qualified certificate for the required position or responsibility.
  - b) All staff shall also possess any other relevant induction or safety qualifications.
  - c) The *Contractor* shall ensure that a complete up to date record is kept of safety qualifications or training and certification of all staff for all the relevant qualifications and safety requirements.
  - d) The record of the qualifications and or training kept by the *Contractor* shall also be available on site.
  - e) All relevant requirements for refresher training shall be adhered to and the *Contractor* shall ensure that the refresher training and certification required is provided for the relevant staff.
- 4.4. At the commencement of the contract, the *Employer* shall assist the *Contractor* with the initial on-the-job training for the staff as specified below, so as to assist the *Contractor* to qualify the worker's / staff. The assistance for training shall apply only for the types of training listed in the Training Table 1, inserted below.
- 4.5. The *Contractor* shall ensure that all qualifications, training, and certification for all other requirements such as Machine Operators, Technicians / Fitters, Track Masters or Machine Track maintenance *Service Managers*, Drivers, Crane and Earthmoving operators, Rail disc cutter operators are in place, valid and that record is kept of such qualifications. This implies that the *Contractor* shall ensure that proof of qualifications is kept and provided on request.
- 4.6. Where training is required by the *Contractor* for other than normal track work functions and the *Employer* has undertaken to provide this training, the following shall apply:
- The number of staff requiring training for a specific qualification or activity is to be provided by the *Contractor* in good time to allow for arranging such training;
  - Training will normally only be provided at an *Employer's* facility;
  - Arrangements for the training and/or testing must be made with the *Service Manager*.
- 4.7. For critical work outputs as well as specific activities, the *Contractor* shall ensure that he has a core group of workers with sufficient previous experience to take the lead in undertaking maintenance tasks to ensure experience of safe and productive working.
- 4.8. Where the *Contractor* will be required to provide an accredited trainer, paid for by the *Employer* under the "Day Labour" rate, or where the *Contractor* arranges his own staff's re training or refresher training, the *Employer* will make available, free of charge, any of the existing depot venues if so required by the *Contractor*. Arrangements for the venue for training shall be made by the *Contractor* with the depot through the *Service Manager*.
- 4.9. When training is conducted by a representative of the *Contractor*, the basic specifications and content of what is required to conduct the training, will be supplied by the *Employer*. Where the *Employer* cannot supply duplicate copies of this content, the copies may be duplicated by the *Contractor* with the approval of the *Service Manager*. The cost of the copies will then be re-funded to the *Contractor* after the approval of the invoice.

- Training to be provided by Employer or by hired accredited trainers:
  - a) The intention is that the *Employer* shall provide, where required, the training for the qualifications or certification as listed below at the start of this contract. Where the *Employer* cannot provide the training, the required accredited trainer shall be hired by the *Contractor* and be paid for under the provisional day labour item.
  - b) During the course of the contract any required alternative or follow up or refresher training for new recruits or replacement staff, shall be undertaken by the *Contractor* as part of the contract responsibility and at the cost of the *Contractor*.
  - c) For the purpose of pricing, where an accredited trainer is required to be provided by the *Contractor*, the following assumption must be used:
    - The content of Training course material required by the *Employer* will be provided by the *Employer*.
    - The trainer will need to be sufficiently qualified and then be tested by the *Employer* and be accredited by the *Employer* to conduct the training and testing and certification of candidates trained. Such a testing of a trainer shall be done by the *Employer* free of charge as part of a group of contracts but transport and accommodation cost of such a trainer shall be for the account of the *Contractor*.
    - Depot facilities such as venues for training may, on appointment with the depot, be used free of charge by such a trainer to conduct training for the contract.
    - For any training, the transport, accommodation and meals of any candidates being trained, shall be for the account of the *Contractor*. This shall also apply at the start of the contract.

**Training: Table 1: Training on the *Employer's* contracts: List of types of training**

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

#### 4.10. Track maintenance (Workers):

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

#### 4.11. Training of Track Inspectors, Track Masters and or Trade hands (Perway):

- a) This training shall be solely the responsibility of the *Contractor*. Only qualified people, qualified for the type of work required for the support required for the contract, shall be used by the *Contractor* for these positions. The *Contractor* shall ensure that staff used, do comply with requirements for the industry for the type of work required for the contract.
- b) The *Contractor's* Track Master/Track Inspector shall take full charge of the *Contractor's* resources on the work site. Such a *Contractor's* Track Master or Track Inspector shall be responsible to ensure performing Track work safely and to the standard of the industry for the relevant type of work and line traffic conditions. An employee / agent appointed by the *Contractor*, will not act as, or be allowed to take on any responsibility as, the person-in-charge-of-the-occupation. The function of person-in-charge-of-the-occupation is restricted to any current standard *Employer* policy in place at the time of the work being performed. At present this is restricted to a competent *Employer* Track Masters and or Track Inspectors used for On Track contract work.
- c) The person-in-charge-of-the-occupation for an On-Track machine shall be a competent *Employer's* employee, reporting to the *Employer's* Depot Engineer. This person shall be responsible for the following on a work site:
  - Taking occupations
  - Placing and controlling the flagmen
  - Declaring the track safe for the passage of trains
  - Cancelling the occupation and recalling the flagmen
  - Communication with train traffic control with regard to occupation matters.
  - The issue and control of all flags, warning boards and detonators

#### 4.12. Training of Flagmen:

- a) For this contract, certified flagmen are required to be provided by the *Contractor*.
- b) Any flagmen provided will be subject to control testing by the Track Inspector of the section to ensure compliance of protection duties relevant for the section of track to be worked as well as the activity required to be performed, e.g. protection of drain cleaning work. The testing of flagmen proficiency by the *Employer's* Track Inspectors is only a safety and quality control and does not exonerate the *Contractor* of the responsibility to ensure the proficiency of the any flagmen used.
- c) The appropriate training for the flagmen can be provided once off for the contract by the *Employer*. Any extra training of Flagmen as well as any refresher training required shall be paid for or be provided by the *Contractor*.
- d) Where the *Employer* requires flagmen to be trained, the pre-requisites for such persons to qualify to be trained, shall be basic literacy skills and basic English language ability as well as any physical requirements required for this work such as good sight and hearing ability.
- e) Flagmen must be officially trained, evaluated and certified competent, (*Employer* 407 – Item Number 37/270451 - "Certificate of Competency") by a designated competent person, before being used on protection duties. This certificate of competency shall remain valid for two (2) years only after, which re-testing and re-certification of competency will be required.

- f) In cases where a person was not performing flagmen duties for a period of 6 months or longer, he must be re-tested and be re-certified competent, before he may be re-used for protection duties.
- g) The *Employer's* Depot Engineer remains ultimately responsible in terms of the requirements of Occupational Health and Safety Act 85 of 1993, as amended, for the safe working environment of his own personnel as well as *Contractor's* personnel within the track maintenance environment on his depot.

The Depot Engineer is therefore also responsible for ensuring that any changes in the protection procedures that may occur over time are effectively communicated to any flagmen prior to them being used for protection duties. Where such a change occurs and is communicated to a *Contractor*, the *Contractor* shall ensure that flagmen used by him are informed and trained to carry out the changed requirements.

#### 4.13. Training of bonders.

- a) Bonders removing, replacing or repairing damaged bonds, shall be trained to ensure that only work, which they are trained and allowed to do, is done by them.
- b) The initial training of bonders for this contract can be arranged for with the *Employer's* accredited electrical trainer, through the *Service Manager* as specified above in this clause.
- c) Bonders shall be required to be trained for Electrical Permanent Way Competency and be trained to do WHAM bonding and bonding according to electrical specifications, instructions and drawings manual CEE 0059.84 and CEE0060.84, where applicable.
- d) Follow up training of bonders shall be responsibility of the *Contractor*.

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

a) The following training shall be arranged for the following *Contractors* staff:

Course	Objective	Duration & trainer	Grade to attend
A) Awareness (Electrical)	To inform all <i>Contractors</i> staff working near a machine and on the line on electrified sections of the dangerous situations of high voltage OHTE	Two-hour on-the-job lecture and training. <i>Accredited Electrical trainer / Depot's Electrical Service Manager.</i>	<ul style="list-style-type: none"> <li>All workers and staff working on the contract</li> </ul>
B) PWC Educational (Electrical)	For the safe working on and with On-track machinery in the vicinity or near exposed High voltage OHTE.	Lecture room training = 1,25 d On-the-job training = 0,25 d Criterion test = 0,5 d Total = 2 days Accredited Electrical trainer	<ul style="list-style-type: none"> <li>Workers working on a machine (High risk area's)</li> <li>Operators</li> <li>Machine fitters</li> <li>Area <i>Service Managers</i></li> <li>Contract <i>Service Managers</i></li> </ul>
C) COM Competency (Electrical) (to follow A) (PWC)	Work permits safe working procedures under the direct supervision of a responsible representative.	Lecture room training = 0,25 d On-the-job training = 0,25 d Criterion test = 0,50 d Total = 1 day Accredited Electrical trainer	<i>Service Manager</i> (Responsible person in charge at machine working)

b) The electrical awareness training must be arranged for beforehand.

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

d) The Accredited Electrical trainer required at the start of the contract, will be provided by the *Employer* at the *Employer's* cost, provided that an arrangement for the training session required is done beforehand and will fit in with the trainers training program for the year. This shall not include transport, accommodation and meals for candidates to be trained.

## 5. CONSTRUCTION

### 5.1 Planning of Normal Working

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

- The previous month's production and quantities for payment purposes.
- The next month's detailed programme and the necessary inspections required.
- Material requirements e.g. turnout Groups, fastenings or ballast.
- Occupations.
- Movement between *working sites*

5.1.2 The weekly progress and revisions to the monthly programme will be determined by the *Service Manager* and the *Contractor's* representative at a weekly site meeting. Decisions made will be recorded in a designated site book provided by the *Contractor*. The weekly site meeting will be held during occupation time but must not interfere with working time (Tw).

## 5.2 Emergency Work Standby during December break.

- 5.2.1 The *Service Manager* shall notify the *Contractor*, one (1) month prior to *Contractor's* Annual Holidays, of the requirement of standby staff for emergency work during *Contractors* Annual Holidays.
- 5.2.2 When required, the *Contractor* shall supply standby staff (fitter, operator and plant assistant) for emergency work.
- 5.2.3 The *Contractor* shall supply 2 contact phone numbers for emergency call out purposes (the standby staff shall be available 24 hours a day, 7 days a week)
- 5.2.4 The call out reaction time shall not exceed 24 hours from time of the call out to the time the machine is at staging point. Consideration must be given in respect of the standby staff getting sufficient rest before commencing work.
- 5.2.5 The *Contractor* shall make the necessary arrangements for accommodation of standby staff and all costs shall be included in the rates tendered.
- 5.3 The mutually agreed time the machine shall be available at its staging point shall be the start of the occupation time (To) for that task order, therefore arriving late shall be deemed as breakdown time (Tb).
- 5.4 During the work activity the productivity, availability and utilization of the machine shall be recorded.
- 5.4.1 Time shall continuously be recorded for all worked performed.

The following types of time activity shall continuously be recorded so as to clearly define what time is available for working.

To = Total Occupation time for the day.

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

Tx = Standing time due to Train crossing time and train numbers

Tt = Travel time from staging site to work site and back to staging site or to clear for a train crossing.

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

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

Tb = Breakdown of machine

Daily production report must be e-mailed to the *Service Manager* at 08:00am in the morning of the next day after each shift and must be in excel format as per Annexure A1.

$T_w$  = Working time (As specified below)

Where:

(Totals for the month)

$$T_w = T_{wl} + T_{wt} + T_{ws}$$

$T_{wl}$  = Time spent on Drain Cleaner; cleaning and loading.

$T_{wt}$  = Time spent on Drain Cleaner; travelling to spoil.

$T_{ws}$  = Time spent on Drain Cleaner; spoiling and levelling off

$T_{ww}$  = Time spent on Drain Cleaner; wet conditions

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

The contractor shall provide production rates for wet condition separately.

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

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

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

AR = Actual Rate (Cubic meters/hour)

TR = Tendered Rate (Cubic meters/hour)

- 5.5 The tendered nominal production rate in cubic per hour must be maintained over a calendar month.
- 5.6 The tendered nominal production rate (R) in cubic meters/hour must be maintained over a calendar month.
- 5.7 The Drain Cleaner rate shall be maintained at R contracted. The nominal Drain Cleaner rate will be taken in consideration during adjudication of the tenders.
- 5.8 Breakdown time (Tb)
- 5.9 All Tb shall be recorded at all times.
- 5.10 Where a machine becomes unreliable and continues breaking down and results in train delays or occupations having been taken with insufficient production, the *Service Manager* may decide on placing a machine on breakdown until such time that the *Contractor* can prove that the machine can be consistently available. The machine will always be required to produce the required standard of work required at full production rate.
- 5.11 Provision of electronic production report to the *Employer*.
- 5.12 The *Contractor* shall provide the *Employer* with the daily production statistics of the work.
- 5.13 The production report shall be in an agreed on format providing the following basic type of information:

- a) To, Tw, Tt, Ts, Tb, etc. of each machine applicable.
  - b) Length of work or number of sets completed for the day.
  - c) Start & final km of drains cleaned and GPS coordinates with the length and description of the rail line.
  - d) Reasons / comments on production shortfall including minutes per reason.
  - e) Train numbers and minutes delays per train number.
  - f) CTC names and CTC panel member details.
  - g) Graphical presentation of data as and where agreed on.
- 5.14 The report shall be e-mailed daily to the *Service Manager*, *Supervisor* and nominated *Employer's* representative.
- 5.15 Where problems exist of actually transmitting the data, the *Contractor* shall state what measures shall be taken to ensure transmission of data as soon as possible.
- 5.16 All data shall be summarised per week and then per month. Data may be used as a preliminary indication of payment but shall not be used specifically for payment purposes.
- 5.17 Preparation work for Drain Cleaner operation and protection duties.
- 5.18 Level crossings:
- a). The *Contractor* shall open up level crossings in front of the machine and restore it after Drain Cleaner. (This may include bitumen paved level crossings.)
  - b). Repair of level crossings may include replacement of damaged sleepers and fastenings.
  - c). Where required, the *Employer* will arrange, beforehand, with the road authority, for permission for the opening up of paved level crossings and for the final repair of the damaged paved part thereof.
  - d). The *Contractor* will be required to repair paved level crossings by an approved method, using an approved type of bagged pre-mix bitumen. The method and material will be subject to the approval of the *Service Manager*. The repair shall provide sufficient compaction of the damaged area and allow for an evenly adjusted alignment of the road surface to ensure safe passage of road traffic. Where required, the final alignment and repair of the road surface may be arranged by the *Employer* to be done by the road authority.
  - e). Material required for the level crossing repair will either be provided by the *Employer* or may be provided by the *Contractor*. Where material is to be provided by the *Contractor*, such as bagged bitumen pre-mix, payment for such material shall be made by the *Employer*.
  - f). An inspection before work and thereafter shall be done of the level crossing including the cattle guards. A list of material needed shall be handed to the *Service Manager*. Each level crossing including the cattle guards shall be signed off by the *Service Manager* within 48 hours after been opened if it has been restored correctly.
  - g). The *Contractor* shall take appropriate control measures for the period when a level crossing is opened and provide sufficient traffic warning signage.
- 5.19 The *Contractor* shall measure and evaluate drains and cuttings to be cleaned to help him restore the drains to the initial design standard or to a new design decided upon by the *Service Manager*. Water shall be able to flow away from the track according to latest or existing designs.
- 5.20 The *Contractor* is responsible for the preparation work with regard to stability and geometry on all drainage.

- 5.21 The *Contractor* shall also inform the *Service Manager* one month in advance when the required standards cannot be met because of fouled ballast or rotten or bent sleepers as part of preparation. The clamp-locks on the sets have to be removed, restored and adjusted by the *Employer*.
- 5.22 The *Contractor* shall also be responsible for the preparation work with regard to the stability of drains cleaned. Material replacements to be done by the *Contractor* shall be limited to that what is required to ensure a proper Drain Cleaner job. The *Service Manager* shall inform the *Contractor* one-month prior of what work shall be required and what material will be provided. This work may include the repair of off-track platforms, culverts and the boxing in of ballast, all within the capacity of the labour listed.
- 5.23 The Labour, supervision and vehicle, normally required to do the work as required must be listed in the "Schedule of labour and plant for preparation for Drain Cleaner." The labour shall be provided with the necessary hand tools such as measuring equipment, beaters, forks, spanners, bars and levers for sleeper clip and spring fastenings. The cost of this labour listed in this schedule shall be included in the machine hire rates tendered. This labour shall be utilised fully for all work related to the items listed above.
- 5.24 Where the volume of work required exceeds that what can reasonably be done by the labour listed in the schedules. The *Service Manager* may request the *Contractor* to provide additional labour and / or supervision and transport for the execution of the additional preparation work. Additional supervision and transport will only be requested where the additional labour exceeds three men. This additional labour shall also be provided with the necessary hand tools such as measuring equipment, beaters, forks, spanners, bars and levers for sleeper clip and spring fastenings.
- 5.25 Additional work required by the *Service Manager*, may also be done by the labour specified in 5.24 as overtime, separate from the machine occupation time or overtime and will be paid under item 5 of the pricing list.
- 5.26 Reasonable work volume for the labour will be agreed on between the *Contractor* and the *Service Manager*. (Man hours for each separate labour task).
- 5.27 Flagmen
- 5.27.1 The *Contractor*, for each shift for protection duties shall provide two flagmen. Provision of the flagmen shall include the provision of two two-way radios as well for all housing and transport of the flagmen. The cost of the flagmen shall be included in the rates tendered.
- 5.28 Traction and signal bonds
- 5.28.1 The *Contractor* shall repair all bonds / cables removed or damaged or broken off during Drain Cleaner or operations during the period of the occupation.
- 5.28.2 The *Employer* shall supply all the material required for repairing of broken bonds and cables on a one to one exchange basis (used material for new material.)
- 5.28.3 The *Contractor* shall provide labour and equipment (inclusive of expanded collar fastening consumables and lugs) required to remove, repair new bonds where required and replace signals and electrical bonds.
- 5.28.4 Where cables are required to be cut, the cut cable shall be cut to the correct lengths and be the crimping of lugs onto cables be done by the *Contractor*. No splices will be allowed in bonding cables.

- 5.28.5 This shall include track feeder bonds (painted red), which may only be worked upon under supervision of a Competent Electrical Officer. The *Employer* shall only provide the cable for bonding. All bonding shall be completed during the period of the occupation.
- 5.28.6 Bonding shall be performed by a bonder qualified to the *Employer's* standard manual for "Earthing and Bonding for 3kV DC, 25kV and 50kV AC bonding" B\_023 Issue 3 and B\_028 Issue and subsequent instructions which includes the steel wire standard in lieu of existing copper bonds, and the expanded collar fastening system. The cables shall be correctly buried in the ballast as per instruction.
- 5.28.7 Signalling bonds may not be removed without the consent of the *Service Manager* or the authorised the *Employer's* signalling representative. Where signalling bonds are damaged or removed, the *Contractor* shall provide the support labour to reinstate the bonds. The *Employer* will however be responsible to ensure the correct method of re-connection so as to ensure the correct functioning of the signalling system.
- 5.29 The Drain Cleaning machine and consist shall be suitable for use under the following conditions:

- Track gauge: 1 065mm.
- Single lines or multiple lines with a minimum distance between track centre lines of 3,8m.
- Work on open track lines, lines in tunnels and along platform lines.
- Move over track with maximum 1 in 30 gradients.
- Meet or exceed the minimum specified production rates while working self-propelled on maximum uphill track gradient of up to 1 in 30.
- Travel around curves of down to 90m radius for Low Production machines, and 170m radius for High Production Machines.
- Work on curves of a minimum radius of 135m or sharper.
- Work site altitude range: 0 to 2 000m above sea level.
- Rail temperature range: -10°C to + 60°C.
- Minimum structure gauges: Annexures 1 and 2 of Manual for Track Maintenance according to the latest edition.
- Mass of rail: 60kg/m, 54kg/m ,57kg/m, 48kg/m,45kg/m or 40kg/m ,30kg/m
- Risk study to be provided for the machine working in rainy conditions.
- Types of sleepers in track: steel, wood or monolithic concrete sleepers.

## 6. STANDARDS OF WORKMANSHIP AND ACCURACY

- 6.1. The A-standard given in Appendix C hereof shall apply at all measuring stations except if, prior to Drain Cleaner:
- 6.1.1. The machine shall be capable of cleaning drains on both sides of the track and be able to extend cleaning of drains to a minimum of 3m from the centre line of the track. Disposal of spoil must also be possible on both sides of the track without having to turn the machine around.
- 6.1.2. The machine must be able to travel in both directions at a sustainable section speed. The *Contractor* must specify the traveling speed of the machine from zero gradients up to 1:30 gradient at intervals of 5m. The machine with the Drain Cleaner unit attached should also be able to travel at the same speed as above. If fully loaded with spoil, the speed should not differ by more than 20% of the above requirement
- 6.1.3. In addition to the personnel, the machine will be required to have the capacity to simultaneously load and haul material and some equipment. The following may be required:
- 5 Tons of material, with dimensions of the biggest component being 6m long and 750mm wide.

- Optional equipment: Hand tools, such as two track jacks and ballast Spades, forks and crowbars (Number to suit number of labours used) (Beaters only provisional).
- Provisional Hand equipment: (Only if pre-arranged to provide): Two Ponjar or hydraulic driven from machine. (To be conveyed in the upright position)

6.1.4. The standard hand tools required for the cleaning of cuttings and the off-loading of the spoil shall be carried all the times with the machine.

## **7. EVALUATION OF MACHINE PERFORMANCE**

7.1. The Contractor shall work to the track dimensions required by the Supervisor. These dimensions shall either be marked with chalk marks on the sleepers by a measurement gang of the Contractor or by means of the approved measurement system.

7.2. The performance of the machine will be acceptable if the workmanship complies with the Maintenance track Manual Edition 2012.

7.3. In an even that the Contractor cannot achieve the specified performance standard, he should record all relevant information before and after working in conjunction with the Supervisor. The Supervisor may, if he concurs with the Contractor's contentions, adapt the specified standard of workmanship and conformance to suit the track and or site conditions.

7.4. The *Supervisor* will decide (before completion of occupation) if re-cleaning shall be done in case of non-conformance to standards set out in this document. In all instances where re-cleaning is required, the working time will be recorded as part of the total work time allocated to the *Contractor* to execute the workload.

7.5. The tachograph or event recorder will be marked and/or set and certified by the *Service Manager'* to indicate:

- 7.5.1. Sections that are wet condition (Tww),
- 7.5.2. Where re-cleaning was done (Tbr),
- 7.5.3. Other Drain Cleaner functions.

7.6. The *Service Manager'* will do a daily check of the machine's performance in accordance with this clause 5.4.1.

7.7. Should any measurement deviate from the accepted standard, the machine will be non-available until the fault is corrected.

## **8. PLANT AND MATERIALS STANDARDS AND WORKMANSHIP**

### Drain Cleaner functions:

8.1 Hoisting equipment.

8.2 No separate hoisting equipment will be required provided that the lifting capacity of the hoist is provided for in the drain cleaning unit. Lifting capacity will be required to remove items such as rocks, sleepers or short loose rails.

8.3 Bidders shall qualify their tenders stating what lifting capacity will be provided. (Lifting moment – ton x meter)

8.4 If a crane is provided as part of the machine offered the following specification would be desirable: Hydraulic crane with a seven ton-meter capacity with a reach of 7.8m from the centre of the track. It

would also be desirable for the crane to be able to winch permanent way material lying 20m from the centre line of the track to a position in which it can be hoisted.

- 8.5 Lifting cables and slings with clamps and attachments capable of lifting permanent way material currently used by *Employer* will also be required. This shall apply whether lifting of material is to be done by either the crane or the drain cleaning excavator.
- 8.6 Woven cable net must also be provided as standard standby equipment to pick up rocks
- 8.7 The crane or drain cleaning unit shall be equipped with height limit switches to enable working under live OHTE wires.
- 8.8 Drain cleaner unit shall be provided as part of the machine or as an additional wagon linked to the machine.
- 8.9 The drain cleaner or cutting cleaning capacity of the machine shall be provided full time for this contract.
- 8.10 The drain cleaner or cutting cleaning capacity of the machine offered shall in addition to the pricing instructions, be described and provided as a qualification to this tender, clearly stating how the capacity is to be measured. Bidders shall quote at what rate the drain cleaner can excavate and load spoil material.
- 8.11 The total spoil clearing cycle shall be fully described in the tender offered. The capacity to unload or tip the spoil, together with the output required in terms of the number of laborers or other means to dispose or level the spoil, shall be provided clearly in the tender.
- 8.12 Bidders shall also qualify tenders stating whether any *Employer* wagons will be required for the spoil removal process. The capacity of the spoil removal wagon offered by the bidder shall also be specified. A wagon with a capacity of at least 10 tons is required.
- 8.14 The drain cleaning equipment shall be capable of removing rocks and scrap Perway material. The necessary slings and or nets shall be provided to allow for this. The drain cleaning shall consist of all support and equipment required to clear, transport, dispose and level spoil clear of track without spoiling any material on track or disturbing track ballast profiles
- 8.15 Drains shall be shaped and profiled neatly to approved profiles or the *Employer's* quality standard.
- 8.16 Requirements for the additional equipment.
- a) The Drain cleaning equipment, as per clause 2.4 shall be provided for the full duration of the contract but will be used as planned per the work program determined by *Employer*.
  - b) The other equipment called for as provisional equipment may not be required at all.
  - c) A program may be provided for the use of the provisional additional equipment with other machines on other depots and other regions. If this is required, the additional equipment will only be used with a similar machine on another contract on another depot.
  - d) The *Project Manager* will provide an annual program for the use of the equipment which will not be changed with a notice period shorter than one week. At least one week's notice will also be given to return the equipment to this contract's area.
  - e) The *Contractor* shall offer self-powered/self-propelled equipment.
  - f) If the drain cleaning equipment is on breakdown, it will be regarded as non-available, unless the Technical Officer approves the use of the machine on another productive maintenance action.
  - g) If any of the other additional equipment is required and the equipment becomes non-available or is not in full working condition, the additional equipment shall be regarded as non-available for the first 4 hours. After 4 hours, the whole machine shall be regarded as non-available. The availability payment of the machine in the first 4 hours will also only be payable if the machine can be used, with the approval of the Technical Officer.

8.17 The following types of plant hire items are possible:

- a) Tractor - Tractor Loader Backhoe (TLB)
- b) Tipper. - Single axel 3-4m<sup>3</sup> – 7 ton. and or
- c) Tipper. - Double rear axel 6 - 8m<sup>3</sup> – 10 - 12 ton

8.18 Where plant is required, the plant shall be provided in good working condition, and will include an operator and fuel sufficient for 10 hours of work per day. Running time for road worthy plant items to and from site shall be part of the 10 hours per day where agreed on between the *Project Manager* and the *Contractor*.

8.19 Because of the variability of the requirement for plant hire and the terms on which the *Contractor* will be able to hire plant, all plant hire to be done, will only be done by agreement between *Project Manager & Contractor*.

8.20 The period of hire for an item shall normally not be less than one day per item. The period of hire will however be agreed on between the *Project Manager* and the *Contractor*.

8.21 Low bed for delivery of plant to and from site.

- a) If a low bed truck is required to deliver and remove plant to and from site, the use of the low bed shall be paid for under the items in the schedule of quantities and prices.
- b) This implies payment for delivery and removal separately.
- c) Payment for the variable cost per km will be made for one direction only. This implies no payment for the empty leg.

8.22 Mechanical and motive aspects of Drain Cleaner Machines

8.23 Off-tracking equipment will normally not be required for this contract. *Contractors* to however qualify whether machine offered is equipped with this facility. In a situation where off-tracking equipment is provided, the equipment shall be in accordance with applicable clause in the Spec C3 (E.160)

8.24 Any machine offered shall be capable of maintaining the travelling speeds as required in the schedule of machines.

8.25 The Contractor shall provide a team which is trained to clean drain and open culverts by hands.

## **9. TESTING, COMPLETION, COMMISSIONING AND CORRECTION OF DEFECTS**

9.1 Where the required standards are not attained before the end of an occupation, or should the *Contractor* damage the track or any visible equipment, the *Service Manager* may arrange to rectify such defects. Costs will be recovered from the *Contractor*.

9.2 The *Service Manager*' or his representative and or Supervisor will check the condition and standard of workmanship at the end of each occupation, and should the condition or quality not be acceptable, repairs shall be carried out at the expense of the *Contract*.

**10 Legal review**

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

**11 Security clearance**

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

**12 National Treasury's Central Supplier Database**

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Transnet is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

**For this purpose, the attached SBD 1 Form must be completed and submitted as a mandatory returnable document by the closing date and time of the bid.**

**13 Tax Compliance**

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

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

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

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

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

**TIP-OFFS ANONYMOUS:**



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**PLEASE RETAIN YOUR REFERENCE NUMBER**



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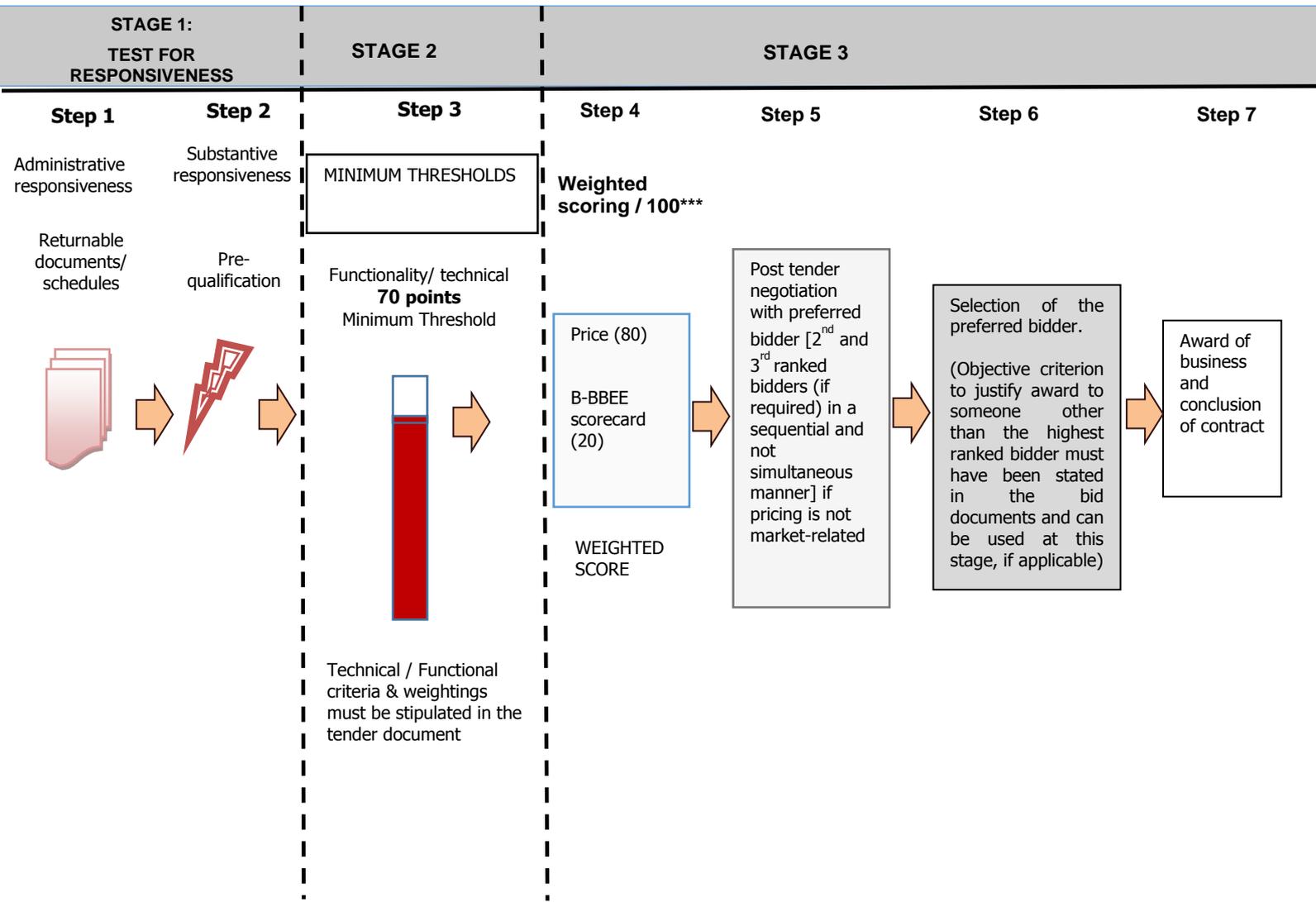


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## SECTION 3 EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

### 1 Evaluation Criteria

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



#### 1.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFQ Reference
• Whether the Bid has been lodged on time	
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	<i>Section 3</i>
• Verify the validity of all returnable documents	<i>Section 3</i>
• Verify if the Bid document has been duly signed by the authorised respondent	<i>All sections</i>

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

### 1.2 STEP TWO: Test for Substantive Responsiveness to RFQ

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

Check for substantive responsiveness	RFQ Reference
<ul style="list-style-type: none"> <li>Whether any general and legislation qualification criteria (excluding preferential procurement) set by Transnet, have been met</li> </ul>	<i>All sections</i>
<ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer</li> </ul>	<i>Section 4 - Quotation Form</i>
<ul style="list-style-type: none"> <li>Whether the Bid materially complies with the scope and/or specification given</li> </ul>	<i>All Sections</i>

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

### 1.3 STEP THREE: Minimum Threshold 70 points for Technical Criteria

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

Technical Evaluation Criteria	Points Weightings	Scoring guideline (0 to 100)
Availability of Equipment (Refer to Section 9)	30	0 = No Experience in this field of work / No proof provided 40 = 0-6 months experience in similar projects completed 70 = 6-12 months experience in similar projects completed 90 = 12-18 months experience in similar Projects completed 100 = 18-24 months or more experience in similar Projects completed
Operational Risk (Refer to Section 10)	30	0 = No documentation Submitted 40 = Incomplete method statement with no other documents submitted 70 = Adequate Method Statement with adequate documents submitted 90 = Complete Method Statement with other documents Submitted 100 = Detailed method statement with all documentation Submitted
Availability of Equipment and Other Resources Evaluated (Refer to Section 11)	30	100 = Detailed list of equipment and other resources Submitted 70 = Adequate list of equipment and other resources Submitted 40 = Incomplete list of equipment and other resources Submitted 0 = No information submitted

Technical Evaluation Criteria	Points Weightings	Scoring guideline (0 to 100)
Health and Safety (Refer to Section 12)	10	0 = No information submitted 40 = Incomplete information submitted 70 = Adequate information submitted 100 = All information requested submitted
<b>Total Weighting:</b>	<b>100</b>	
<b>Minimum qualifying score required:</b>	<b>70</b>	

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

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

#### 1.4 STEP FOUR: Evaluation and Final Weighted Scoring

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

Evaluation Criteria	RFP Reference
• Commercial offer	<i>Section 4</i>

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

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

Where:

- $Ps$  = Score for the Bid under consideration  
 $Pt$  = Price of Bid under consideration  
 $Pmin$  = Price of lowest acceptable Bid

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

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

#### 1.5 STEP FIVE: Post Tender Negotiations (if applicable)

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

- negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

#### **1.6 STEP SIX: Objective Criteria (if applicable)**

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

#### **1.7 STEP SEVEN: Award of business and conclusion of contract**

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

### **2 Validity Period**

Transnet requires a validity period of **90 [ninety] Business Days – 27 June 2023** - from the closing date of this RFQ, excluding the first day and including the last day.

Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

### **3 Disclosure of contract information**

#### **Johannesburg Stock Exchange Debt Listing Requirements**

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

#### **Domestic Prominent Influential Persons (DPIP) OR Foreign Prominent Public Officials (FPPO)**

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

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

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

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

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

**4 Returnable Documents**

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

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

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

**a) Mandatory Returnable Documents**

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

<b>Mandatory Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 1: SBD1 Form	
SECTION 4: Quotation Form ( <b>ALL items must be priced on the Price Schedule. Failure to submit a completed Price Schedule WILL result in disqualification</b> )	

**b) Returnable Documents Used for Scoring**

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

<b>RETURNABLE DOCUMENTS USED FOR SCORING</b>	<b>SUBMITTED [Yes or No]</b>
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 7 of this RFP (Valid B-BBEE certificate or Sworn Affidavit)	
Section 9: Previous Experience	
Section 10: Operational Risk	
Section 11: Availability of Equipment and other resources	
Section 12: Health and Safety	

**c) Essential Returnable Documents:**

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

<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate/PIN for each party]	
SECTION 3: Evaluation Methodology, Criteria and Returnable Documents	
SECTION 5: Certificate of Acquaintance with RFQ Documents	
SECTION 6: RFQ Declaration and Breach of Law Form	

SECTION 7: B-BBEE Preference Claim Form	
SECTION 8: Protection of Personal Information	
Proof of CSD Registration	
Supplier Declaration Form	

**5 CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

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

**SECTION 4**  
**QUOTATION FORM**

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

hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet; and
- any other standard or special conditions embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us. I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

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

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

**Price Schedule**

I/We quote as follows for the goods/services required, on a "delivered nominated destination" basis, including VAT:

**(ALL items must be priced on the Price Schedule. Failure to submit a completed Price Schedule WILL result in disqualification)**

Item No	Description of Item	Quantity	Unit	Rate	TOTAL PRICE OF ITEM [ZAR]
<b>1</b>	<b>Cubic (m³) Removed</b>				
1.1	Cubic meters (m3) removed by machine	600	m3		
1.2	Cubic meters (m3) removed by hands	40	m3		
1.3	Cleaning of culverts by hands	1	each		
1.4	Opening of Level crossings by hand	Provisional	each		
1.5	Removal of sleepers	300	each		
<b>2</b>	<b>Overtime</b>				
2.1	TOM > 8 Hrs Weekdays (Monday - Friday)	20	Hour		
2.2	Weekend Saturday > 8 Hrs	4	Hour		
2.3	Weekend Sunday & PPH	4	Hour		
<b>3</b>	<b>Shift Allowance</b>				
3.1	Sat when 10 out of 14/ 5 out of 7	16	Hour		
3.2	Sunday & PPH	16	Hour		
3.3	Night shift	4	Hour		
<b>4</b>	<b>Labour rates</b>				
4.1	Artisan	Provisional	Hour		
4.2	Skilled labour	Provisional	Hour		
4.3	Unskilled labour	Provisional	Hour		
<b>5</b>	<b>Plant Hire</b>				
5.1	Tractor - (TLB)	21	Days		
5.2	Tipper -Single Axle 3-4 m3 -7ton	21	Days		
5.3	Tipper -Single Axle 6-8 m3 -10-12ton	21	Days		
5.4	Bobcat	Provisional	Day		
5.5	LDV	Provisional	Day		
<b>6</b>	<b>Moving Machine</b>	800	Km		
<b>7</b>	<b>Provisional sum: Excess for Cell phone</b>	1	Monthly		
<b>TOTAL PRICE, exclusive of VAT:</b>					
<b>VAT 15% (if applicable)</b>					
<b>Total Inclusive of VAT (where applicable)</b>					

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

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

**Delivery Lead-Time from date of purchase order:** \_\_\_\_\_ **[days/weeks]**

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

**Notes to Pricing:**

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

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

- b) All Prices must be quoted in South African Rand, inclusive of VAT
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule **will** result in a bid being disqualified.
- e) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

**SECTION 5**  
**CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS**

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

1. Transnet’s General Bid Conditions
2. Standard RFQ Terms and Conditions for the supply of Goods or Services to Transnet
3. Transnet’s Supplier Integrity Pact
4. Non-disclosure Agreement

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

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFQ unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by Transnet’s Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from the Standard terms or conditions could result in disqualification.

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

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

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

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

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

**SECTION 6**  
**RFQ DECLARATION AND BREACH OF LAW FORM**

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

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

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

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

ADDRESS:

---



---

Indicate nature of relationship with Transnet:

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

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

**BIDDER'S DISCLOSURE (SBD4)**

**12 PURPOSE OF THE FORM**

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

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

**13 Bidder's declaration**

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

**YES/NO**

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

Full Name	Identity Number	Name of State institution

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.


13.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

**YES/NO**

13.2.1. If so, furnish particulars:

.....  
 .....

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

**YES/NO**

13.3.1. If so, furnish particulars:

.....  
 .....

**14 DECLARATION**

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

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

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

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 14.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 14.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

#### **BREACH OF LAW**

12. We further hereby certify that *I/we **have/have not been*** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

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

NATURE OF BREACH:

\_\_\_\_\_

DATE OF BREACH: \_\_\_\_\_

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

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

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____

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

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

## SECTION 7

### B-BBEE 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).

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

#### 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 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Either the 80/20 preference point system will be applicable to this tender.

1.4 Preference points for this bid shall be awarded for:

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

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

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

1.6 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.

1.7 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"** means:
- 1) B-BBEE status level certificate issued by an unauthorised body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise in terms of a 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:

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

Where

- $P_s$  = Points scored for comparative price of bid under consideration  
 $P_t$  = Comparative price of bid under consideration  
 $P_{\min}$  = Comparative price of lowest acceptable bid

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

- 4.1 In terms of Transnet SCM Policy on preferential procurement and Procurement Manuals, 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:

<b>Enterprise</b>	<b>B-BBEE Certificate &amp; Sworn Affidavit</b>
<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>3</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.

4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder’s responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contribution: . = ..... (maximum of 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

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	NO
-----	----

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

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- 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 service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraphs 4.1 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 4.1 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 the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis 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.

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

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

**SECTION 8****PROTECTION OF PERSONAL INFORMATION**

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013. ("POPIA"):  
  
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:  
  
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFQ, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFQ and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFQ, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFQ (physically, through a computer or any other form of electronic communication).

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

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

<b>YES</b>	<b>NO</b>
------------	-----------

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject’s personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFQ is complete, accurate, not misleading, is up to date and may be updated where applicable.

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

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

**SECTION 9: Previous Experience**

**Note to tenderers:**

Tenderers are required to List their previous experience for similar work with written references, completion certificates or in execution (company name, contact person and value of work completed or in execution)

The reference should have contact information either in a form of email and/or telephone number.

<p><b>Index of documentation attached to this schedule:</b></p> <p>.....</p> <p>.....</p>
---

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the programme submitted by the Tenderer:

Scoring will be as follows:

<b>Previous Experience (Proof to be submitted): 30 Points</b>
0 = No Experience in this field of work / No proof provided
40 = 0-6 months experience in similar projects completed
70 = 6-12 months experience in similar projects completed
90 = 12-18 months experience in similar Projects completed
100 = 18-24 months and more experience in similar Projects completed

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the Tenderer, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

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

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

Tenderer \_\_\_\_\_

**SECTION 10: Operational Risk**

Operational Risk	Bidder's Response		Supporting Documentation
	Yes	No	
Bidder to offer Supply, Operate and Maintain contract			Signed Method Statement
The Machine shall fit the rail structure gauge of 1065mm			Detailed Drawings of the machine
The Machine gross mass shall not exceed 20ton per axle			Machine specification manual or signed Method Statement
The bidder will commit to undertaking site inspections prior to commencement of task order work in order to plan and mitigate on site risk to production, and provide Transnet with the inspection report			Machine specification manual or signed Method Statement
The Machine shall be capable of spoiling on both sides of the track			Machine specification manual or signed Method Statement
The Machine shall have lateral reach of minimum 3m from the centre of the railway line			Machine specification manual or signed Method Statement
The Machine shall have a minimum vertical reach of 4m			Machine specification manual or signed Method Statement
The Machine shall have a limit crane switch for horizontal and vertical reach			Machine specification manual or signed Method Statement
The Machine shall have minimum productive capacity of 8m <sup>3</sup> per hour			Machine specification manual or signed Method Statement
The Contractor shall be capable of cleaning drains by hand			Machine specification manual or signed Method Statement
The Contractor shall be capable of cleaning and opening of culverts by hand			Machine specification manual or signed Method Statement
The Machine shall have service brakes and independent emergency brakes capable of providing minimum retardation of 12,5% and gravitational acceleration of 6%			Machine specification manual or signed Method Statement
The machine shall be self-propelled and be capable of travelling free on level track at a minimum speed of 60km/h			Machine specification manual or signed Method Statement
The Machine shall travel free on rail up a gradient of 1:30			Machine specification manual or signed Method Statement
The machine shall be capable of being hauled in both directions as a last vehicle of a train if required to clear the section when on breakdown			Machine specification manual or signed Method Statement
Bidder to provide an organisational structure of the management and key personnel involved in the planning and operation of the machine indicating their roles and responsibilities.			Machine specification manual or signed Method Statement
The supplier shall provide a layout drawing of the vehicle.			Machine specification manual or signed Method Statement
The Vehicle shall be capable of accommodating at least 2 TFR employee.			Layout drawing indicating where TFR employee will be seated or specification.
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			Submission of draft 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			
--	--	--	--

Scoring will be as follows:

<b>Method Statement: 30 Points</b>
0 = No documentation Submitted
40 = Incomplete method statement with no other documents submitted
70 = Adequate Method Statement with adequate documents submitted
90 = Complete Method Statement with other documents Submitted
100 = Detailed method statement with all documentation Submitted

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

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

Tenderer \_\_\_\_\_



**ANNEXURE A****Workload: Drain cleaning m<sup>3</sup> (cubic per metres)**

## TYPE OF MACHINE OFFERED:

1.1	<p>Type of machine. (Description, year of manufacture, Engine output, other facilities apart from attachments) (Brochure preferably to be attached)</p> <ul style="list-style-type: none"> <li>• Excavating unit</li> <li>• Spoil removal unit</li> </ul>	
1.2	<p>Carrying capacity (Size and Tonnage)</p> <ul style="list-style-type: none"> <li>• Weight (Empty)</li> <li>• Weight (loaded)</li> </ul>	
1.3	<p><b>Loading of spoil:</b></p> <p>Rate at which machine can excavate in standard drain and load, ready to transport away for spoil. (Bucket size offered, and bucket loads per time unit)</p> <ol style="list-style-type: none"> <li>a) Capacity to load (m<sup>3</sup> h average)</li> <li>b) Load capacity before travel to spoil.</li> <li>c) Estimated portion of working time Twl, loading.</li> <li>d) Historic average m<sup>3</sup> / Tw hour (Loading &amp; Offloading per Tw hour Provide data if available)</li> <li>e) Reach - m from track centre.</li> <li>f) Describe method to adjust for excavation around mast poles and rock outcrops.</li> <li>g) Estimated period to load wagon and cycle time to re-start loading.</li> <li>h) Describe method of trimming / shaping soil drains</li> <li>i) Any other additional description and or quantities related to capacity and rate machine can work</li> </ol>	
1.4	<p><b>Spoil removal &amp; Offloading:</b></p> <p>Method of spoil loading, volume and method of travel to spoil and site and process of spoil dumping. – describe in detail)</p>	

	<ul style="list-style-type: none"> <li>a) Describe method of offloading. (Bags, m3, wagon/ trailer, cranes? Tip or conveyor system)</li> <li>b) Capacity of spoil loaded before removal.</li> <li>c) Off-load rate</li> <li>d) Reach for offload – m</li> <li>e) Describe method of trimming / shaping spoiled soil.</li> <li>f) Any other additional description and or quantities related to capacity and rate machine can work</li> </ul>	
1.5	Spoil disposal: Part or independent of Spoil excavation. Describe	
1.6	<p>Speed machine can travel on normal track (section speed min required)</p> <ul style="list-style-type: none"> <li>a) Machine alone.</li> <li>b) Machine with drain cleaner unit &amp; wagon (Unloaded)</li> <li>c) Machine, drain clean wagon (Loaded)</li> <li>d) Travel (Empty to new staging)</li> </ul>	
1.7	No of workers machine can transport – how will workers be moved to site.	
1.8	<p>Speed machine can travel on 1:30 up-grade:</p> <ul style="list-style-type: none"> <li>a) Machine alone</li> <li>b) Machine &amp; wagon</li> <li>c) Machine &amp; wagon loaded</li> </ul>	
1.9	Describe all operating restrictions	
1.10	Other	

## **ANNEXURE B**

### **Schedule of Labour for full time support of machine operations**

**(Fill in relevant Information)**

	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. Subcontractors supervisor / Track Maser for drain cleaning support.			
7. Subcontractors Trade hands for track support.			
8. Bonders.			
9. Flagmen			

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

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

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)			

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

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

**SECTION 12: Evaluation Schedule: Health and Safety Plan**

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.

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the programme submitted by the Tenderer:

Scoring will be as follows:

<b>Health and Safety Plan: 10%</b>
0 = No information submitted
40 = Incomplete Information Submitted
70 = Adequate Information Submitted
100 = All information as specified above submitted

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the Tenderer, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

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

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

Tenderer \_\_\_\_\_

**SUPPLIER DECLARATION FORM**

Supplier Declaration Form						
<b>Important Notice:</b> all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> before applying to Transnet.						
CSD Number (MAAA xxxxxxx):						
Company Trading Name						
Company Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office
Did your company previously operate under another name?					Yes	No
If <b>YES</b> state the previous details below:						
Trading Name						
Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office
Your Current Company's VAT Registration Status						
VAT Registration Number						
If <b>Exempted from VAT registration</b> , state reason and submit proof from SARS in confirming the exemption status						
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.						

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	
Company Physical Address		Code	
Company Postal Address		Code	
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			

Respondent's Signature

Date &amp; Company Stamp

Company Contact Person Name	
Designation	
Telephone	
Email	

Is your company a Labour Broker?	Yes		No	
Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc.				
How many personnel does the business employ?	Full Time		Part Time	
Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.				

Most recent Financial Year's Annual Turnover	<R10Million <b>EME</b>	>R10Million <R50Million <b>QSE</b>	>R50Million <b>Large Enterprise</b>
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Does your company have a valid proof of B-BBEE status?										Yes		No	
Please indicate your Broad Based BEE status (Level 1 to 9)					<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
Majority Race of Ownership													
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership				% Black Youth Ownership					
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans									
<p><b>Please Note:</b> Please provide proof of B-BBEE status as per Appendix C and D:</p> <ul style="list-style-type: none"> <li>Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;</li> <li>EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;</li> <li>Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;</li> <li>A certified South African identification document will be required for all Black Youth Ownership.</li> </ul>													

Supplier Development Information Required	
<p><b>EMPOWERING SUPPLIER</b> An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes.</p> <p>In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.</p>	<p>YES      ○      NO      ○</p>
<p><b>FIRST TIME SUPPLIER</b> A supplier that we have not yet Traded within Transnet and will be registered via our database for the 1<sup>st</sup> time.</p>	<p>YES      ○      NO      ○</p>

Respondent's Signature

Date &amp; Company Stamp

<p><b>SUPPLIER DEVELOPMENT PLAN</b></p> <p>Supplier Development Plan is a plan that when we as Transnet award a supplier a long-term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO &amp; BDO etc.).</p>	<p>YES      <input type="radio"/>      NO      <input type="radio"/></p>
<p><b>DEVELOPMENT PLAN DOCUMENT</b></p> <p>Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.</p>	<p>YES      <input type="radio"/>      NO      <input type="radio"/></p> <p>*If Yes- Attach supporting documents</p>
<p><b>ENTERPRISE DEVELOPMENT BENEFICIARY</b></p> <p>A supplier that is not yet in our value chain that we are assisting in their developmental area.</p>	<p>YES      <input type="radio"/>      NO      <input type="radio"/></p>
<p><b>SUPPLIER DEVELOPMENT BENEFICIARY</b></p> <p>A supplier that we are already doing business with or transacting with and we are also assisting them in their developmental area e.g. (They might require training or financial assistance etc.)</p>	<p>YES      <input type="radio"/>      NO      <input type="radio"/></p>
<p><b>GRADUATION FROM ED TO SD BENEFICIARY</b></p> <p>When a supplier that we assisted with as an ED beneficiary then is awarded, a business and we start Transacting with.</p>	<p>YES      <input type="radio"/>      NO      <input type="radio"/></p>
<p><b>ENTERPRISE DEVELOPMENT RECIPIENT</b></p> <p>A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention</p>	<p>YES      <input type="radio"/>      NO      <input type="radio"/></p>

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

Name and Surname		Designation	
Signature		Date	

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

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