



## **TRANSNET FREIGHT RAIL**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

## **REQUEST FOR PROPOSAL [RFP] (GOODS INCLUDING LOCAL CONTENT)**

**TO REFRESH THE FRAMING OF A STANDING APPROVED LIST FOR THE SUPPLY OF RAILWAY CONCRETE SLEEPERS**

**THE TENDER SHALL MAKE PROVISION FOR:**

- 1) REFRESHING OF STANDING APPROVED LIST OF SUPPLIERS OF RAILWAY CONCRETE SLEEPERS**
- 2) SUBMISSION OF PROPOSALS BY NEW POTENTIAL MARKET ENTRANTS TO BE TESTED FOR APPROVAL BY TFR WITH THE AIM OF ADDING THEM TO THE STANDING APPROVED LIST FRAMED IN (1).**

<b>RFP NUMBER:</b>	<b>HOAC – HO - 39099</b>
<b>ISSUE DATE:</b>	<b>10 NOVEMBER 2022</b>
<b>CLOSING DATE:</b>	<b>09 DECEMBER 2022</b>
<b>CLOSING TIME:</b>	<b>14:00 PM</b>
<b>BID VALIDITY PERIOD:</b>	<b>180 Business Days from Closing Date (01.09.2023)</b>

**Note to the bidders:**

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

**SCHEDULE OF BID DOCUMENTS**

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**RFP TO REFRESH THE FRAMING OF A STANDING APPROVED LIST FOR THE SUPPLY OF RAILWAY CONCRETE SLEEPERS**

SECTION 1: SBD1 FORM

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET FREIGHT RAIL, A DIVISION TRANSNET SOC LTD</b>							
BID NUMBER:	HOAC – HO - 39099	ISSUE DATE:	10.11.2022	CLOSING DATE:	09.12.2022	CLOSING TIME:	14:00 PM
DESCRIPTION	<b>TO REFRESH THE FRAMING OF A STANDING APPROVED LIST FOR THE SUPPLY OF RAILWAY CONCRETE SLEEPERS</b>						
<b>BID RESPONSE DOCUMENTS SUBMISSION</b>							
<b>RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED</b> <i>(please refer to section 2, paragraph 3 for a detailed process on how to upload submissions):</i> <a href="https://transnetenders.azurewebsites.net">https://transnetenders.azurewebsites.net</a>							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>							
CONTACT PERSON	Khayakazi Magopheni						
TELEPHONE NUMBER	011 584 0578						
E-MAIL ADDRESS	Khayakazi.magopheni@transnet.net						
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
CONTACT PERSON							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE				NUMBER		
CELLPHONE NUMBER							
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>AND</b>	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	

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

<p><b>1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p> <p><input type="checkbox"/>Yes                      <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p><b>2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p> <p><input type="checkbox"/>Yes                      <input type="checkbox"/>No</p> <p>[IF YES, ANSWER QUESTIONNAIRE BELOW ]</p>
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

**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.**

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. TAX COMPLIANCE REQUIREMENTS</b>
<p>1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>

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

SIGNATURE OF BIDDER: .....

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

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

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

## SECTION 2: NOTICE TO BIDDERS

### 1. INVITATION TO BID

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

<b>DESCRIPTION</b>	TO REFRESH THE FRAMING OF A STANDING APPROVED LIST FOR THE SUPPLY OF RAILWAY CONCRETE SLEEPERS [ <b>the Goods</b> ]
<b>TENDER ADVERT</b>	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
<b>RFP DOWNLOADING</b>	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> <li>• Click on "Tender Opportunities";</li> <li>• Select "Advertised Tenders";</li> <li>• In the "Department" box, select Transnet SOC Ltd;</li> </ul> <p>Once the tender has been located in the list, click on the "Tender documents" tab and process to download all uploaded documents.</p> <p>The RFP may also be downloaded from the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use <b>Google Chrome</b> to access Transnet link/site) free of charge (<i>refer to section 2, paragraph 3 below for detailed steps</i>).</p>
<b>COMMUNICATION</b>	<p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal and Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
<b>BRIEFING SESSION</b>	<p>Yes – Non-compulsory</p> <p>Refer to paragraph 2 for details.</p>
<b>CLOSING DATE</b>	<p><b>14:00 on Friday 09 December 2022</b></p> <p>Bidders must ensure that bids are uploaded timeously onto the system.</p> <p>As a general rule, if a bid is late, it will not be accepted for consideration.</p> <p><b><i>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.</i></b></p>
<b>VALIDITY PERIOD</b>	<p><b>180 Business Days from Closing Date (01.09.2023)</b></p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</p> <p>With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 12.12</p>

Any additional information or clarification will be published on the e-Tender portal and Transnet website, if necessary.

## 2. FORMAL BRIEFING

A non - compulsory briefing session will be held electronically via Microsoft Teams on Monday 21 November 2022@ 11:00am. Respondents are required to confirm their participation by sending an email with their contact details to the following email address: [khayakazi.magopheni@transnet.net](mailto:khayakazi.magopheni@transnet.net) on or before Monday 21 November 2022@10:00am to be connected.

## 3. PROPOSAL SUBMISSION

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

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

- Log on to the Transnet eTenders management platform website/ Portal ([transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net)) Please use **Google Chrome** to access Transnet link/site)
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- No late submissions will be accepted. The bidder guide can be found on the Transnet Portal [transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net)

## 4. RFP INSTRUCTIONS

- 4.1. Please sign documents [sign, stamp and date the bottom of each page] before uploading them on the system. The person or persons signing the submission must be legally authorised by the respondent to do so.
- 4.2. **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- 4.3. Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 4.4. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 13 below (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

## 5. JOINT VENTURES OR CONSORTIUMS

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

Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card (a consolidated B-BBEE Status Level verification certificate) as per the B-BBEE Preferential Procurement Regulations, 2017 preference point scoring.

## **6. PREFERENTIAL PROCUREMENT PREQUALIFICATION CRITERIA**

### **6.1. Subcontracting**

If feasible to subcontract for a contract above R30 million, Transnet must apply a specific tendering condition as a prequalification criterion to participate in **future** RFP, Respondents **may be** required to meet the mentioned regulation.

## **7. COMPULSORY LOCAL CONTENT THRESHOLD**

In terms of section 8(1) of the Preferential Procurement Regulations, 2017, and the Instruction Note issued by National Treasury on the "Invitation and Evaluation of Bids based on a stipulated minimum threshold for local content and production for **Rail permanent way (Railway Sleepers)**, Transnet is required to set a stipulated minimum threshold of **100%** for local content. Local content will only be applied and evaluated when the RFPs to enter into contracts are issued.

## **8. COMMUNICATION**

For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted to [[Khayakazi.magopheni@transnet.net](mailto:Khayakazi.magopheni@transnet.net)] before **14:00 pm on 28 November 2022**, substantially in the form set out in Section 7 hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.

After the closing date of the RFP, a Respondent may only communicate with the Secretariat of the Divisional Bid Adjudication Committee, at telephone number 011 584 0821, email [prudence.nkabinde@transnet.net](mailto:prudence.nkabinde@transnet.net) on any matter relating to its RFP Proposal.

Respondents are to note that changes to its submission will not be considered after the closing date.

It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.

Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

## **9. CONFIDENTIALITY**

All information related to this RFP is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information related to this RFP or the subsequent contract, written approval must be obtained from Transnet.

## **10. COMPLIANCE**

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

## **11. 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.

## **12. DISCLAIMERS**

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

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

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

## **13. LEGAL REVIEW**

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

## **14. 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.

**15. NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE**

Respondents are required to self-register on National Treasury’s Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Respondents must register on the CSD prior to submitting their bids. Business may not be awarded to a Respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD.

**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.**

**16. 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 Respondent be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations.

The Tax Compliance status requirements are also applicable to foreign bidders / 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:**



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

				
	<p><b>AI Voice Bot "Jack"</b>          Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.</p>	<p><b>What's App</b>          Speak to an Agent via What's App.</p>	<p><b>Speak to an Agent</b>          Speak to an Agent via the platform with no call or data charge</p>	<p><b>Telegram</b>          Speak to an Agent via Telegram</p>
 <b>0800 003 056</b>	 <b>086 551 4153</b>	 <b>reportit@ethicshelpdesk.com</b>	 <b>*120*0785980808#</b>	

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

#### **1 BACKGROUND**

Rail Infrastructure comprises embankments, cuttings, tunnels, bridges and formation which support the Perway, comprising ballast, sleepers, and rails. Sleepers are positioned between the rails and ballast to ensure appropriate load transfer and distribution from the rails to the ballast. Moreover, sleepers help to maintain constant rail spacing and rail inclination while ensuring adequate mechanical strength in the vertical, lateral and horizontal directions.

The picture below depicts the position of Railway Concrete Sleepers on the Rail track.

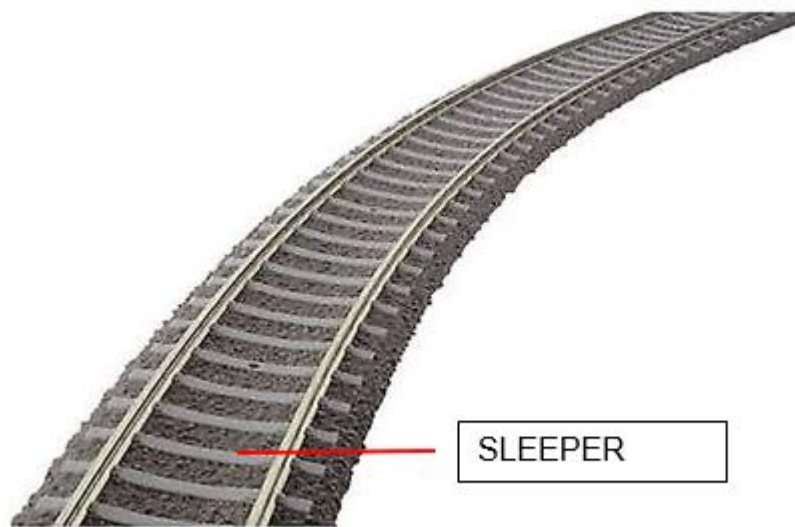


Figure 1: Sleeper positioning in railway track

Sleepers can be made of timber, concrete, and/or steel. Concrete Sleepers offer many advantages, including low cost, high strength-to-weight ratio and long life. There are currently three main types of Railway Concrete Sleepers used by TFR, all of which will be covered in the proposed approved list, namely;

- P-Type Sleepers;
- F-Type Sleepers and
- Specialized Sleepers (Low profile, Universal and Turnout Sleepers)

#### **2 EXECUTIVE OVERVIEW**

Through this open tender advertisement, Transnet Freight Rail, in accordance with National Treasury guidelines, intends to frame a standing list of approved suppliers/manufacturers for the supply of Railway Concrete Sleepers, intended for the construction and maintenance of Transnet Freight Rail's own rail infrastructure.

The open tender process is prescribed to allow existing and potential new market entrants/suppliers to present a proposal to Transnet, requesting to be considered for such a list. Approved lists are valid indefinitely however on condition that they are refreshed every 12 months to alert additional potential

**TO REFRESH THE FRAMING OF A STANDING APPROVED LIST FOR THE SUPPLY OF RAILWAY CONCRETE SLEEPERS**

Returnable document

suppliers of the opportunity to enter the approved list. Proposals to establish a manufacturing facility are valid. Suppliers not yet approved and/or not yet in a position to start production will enter into a testing phase interacting with Transnet until approval is attained. Testing typically takes between 1 and 2 years but may take longer depending on the readiness of the manufacturer. New suppliers will be added to the list once they have passed the testing outlined in the specification. Once the list is established at the conclusion of this event, only approved suppliers appearing on the list will be invited to bid to supply sleepers. Future tenders for the supply of sleepers will only consider the approved / conditionally approved suppliers appearing on the list at the time of the publication of the tender, and only for the products for which those suppliers are approved. An approved list is to be established because Railway Concrete Sleepers are a strategic commodity to Transnet Freight Rail, from both a sourcing and technical perspective. Sleepers need to undergo a testing process before being approved to be used in Transnet's infrastructure. An approved list allows for new products to be tested and pre-approved in advance of a procurement event, reducing procurement timelines.

**3 SCOPE OF REQUIREMENTS**

This tender for Refreshing the framing of a Standing Approved list for the supply of Railway Concrete Sleepers shall make provision for:

- 3.1 Suppliers who have previously had their Railway Concrete Sleepers tested and approved / conditionally approved by TFR will retain their framed status to the refreshed standing approved list.
- 3.2 Submission of proposals by new potential market entrants to develop capacity and be tested for approval by TFR to TFR's specifications, to ultimately be added to the approved list framed above.
- 3.3 Suppliers of one or more of the following concrete sleeper types are to be included on the list:
  - P-Type Sleepers;
  - F-Type Sleepers and
  - Specialized Sleepers (Low profile, Universal and Turnout Sleepers)
- 3.4 The testing process ensures sleepers comply with Transnet's specifications so that the required service life of 50 years is achieved. To achieve such a long life demands the utmost attention to quality control and quality assurance. Manufacturing plants will therefore require ISO-9001 certification. The process of testing of new suppliers and products to approval comprises four phases and takes typically between eleven and twenty-two months to complete. The phases consist of:

**Phase 1: Design Approval (+-2 months)**

- Submission by new potential market entrants of technical information regarding the product
- Technical evaluation of the product offered, including a review of the design drawings.

**Phase 2: Pre-Approval (+-3-5 months)**

- Manufacture and curing of prototype sleeper
- Supply of prototype sleeper for testing
- Testing of prototype sleeper by Transnet and issuing of a report

**Phase 3: Conditional Approval (1-3 months) (On conclusion of this phase the supplier is added to the approved list as 'conditionally approved')**

- Evaluation of the manufacturing plant (or a similar, representative plant if a local plant is not yet built)
- Review and approval of process control documentation
- Finalisation of new plant location (if not yet built)

**Phase 4: Approval (5-12 months) (On conclusion of this phase the supplier is moved from 'conditionally approved' on the approved list to 'approved')**

- Establish manufacturing plant
- Complete moulds
- Plant inspection
- Sleeper inspection at the plant
- Manufacture first batch to order, from which samples will be selected
- Internal manufacturer testing and evaluation of own production
- Selecting and testing of first production samples, and issuing of a report

**4 GREEN ECONOMY / CARBON FOOTPRINT**

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

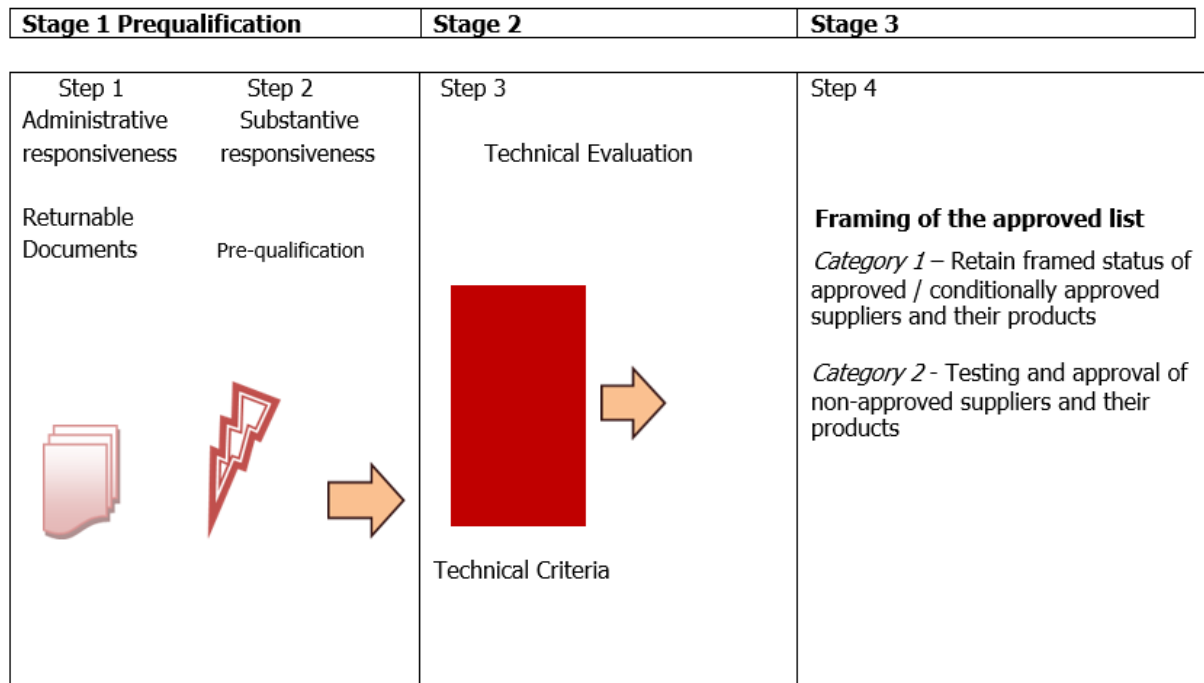
**5 GENERAL SUPPLIER OBLIGATIONS**

5.1 The Supplier(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.

5.2 The Supplier(s) must comply with the requirements stated in this RFP.

**6 EVALUATION METHODOLOGY**

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



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

**STAGE ONE**

**PRE - QUALIFICATION**

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

The test for administrative responsiveness will include the following:

<b>Administrative responsiveness check</b>	<b>RFP Reference</b>
<ul style="list-style-type: none"> <li>Whether the Bid has been lodged on time</li> </ul>	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> <li>Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time</li> </ul>	<i>Section 5</i>
<ul style="list-style-type: none"> <li>Verify if the Bid document has been duly signed by the authorised respondent</li> </ul>	<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***

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

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

<b>Check for substantive responsiveness</b>	<b>RFP Reference</b>
<ul style="list-style-type: none"> <li>Whether any general pre-qualification criteria set by Transnet, have been met</li> </ul>	<i>All sections</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 evaluations***

**STAGE TWO**

**6.3 STEP THREE: Evaluation Criteria – technical (non – approved suppliers and their products): Minimum threshold 100% for the technical criteria**

The test for the technical threshold will include the following:

<b>Technical Evaluation Criteria</b>	<b>Points Weightings</b>	<b>Max scoring</b>
<ul style="list-style-type: none"> <li>Letter indicating the products they intend offering</li> </ul>	100%	10.00
<b>Total Weighting:</b>	<b>100</b>	
<b>Minimum qualifying score required:</b>	<b>100</b>	

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Scoring Legend			
Score	10	5	0
Section 1	Bidders indicate the products they intend offering	N/A	Bidder did not indicate the products they intend offering

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 Four] must be met or exceeded for a Respondent's Proposal to progress for further evaluation***

#### 6.4 **SUMMARY: Applicable Thresholds and Final Evaluated Weightings**

Threshold	Minimum Threshold
Technical Criteria	100 %

### **STAGE THREE**

#### 6.5 **STEP FOUR: Framing of approved suppliers**

Category 1 - Retain framed status of approved / conditionally approved suppliers and their products.

Category 2 - Bidders who have passed the technical evaluation (for non-approved products) shall be informed that they have been selected to enter the first phases of their approval process (design approval) and that they have to make their first submissions as outlined in the specification. These suppliers and their products shall be added onto the framed approved list as and when they are conditionally or fully approved and will then be eligible to participate in future tenders that will be issued against the approved list.

**N.B All suppliers, including newly approved suppliers, will be evaluated for Functionality on future tenders that will be issued against the approved list before award of business. Functionality assesses factors that may change based on the market circumstances, such as production capacity, while technical compliance assesses inherent features of the supplier, plant and product that do not change materially over time.**

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 Respondent's Signature

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 Date & Company Stamp

**SECTION 4: PRICING AND DELIVERY SCHEDULE**

Respondents are required to complete the table below for **information purposes**

<b>Item No</b>	<b>Description of Item</b>	<b>Unit</b>	<b>UNIT PRICE OF ITEM [ZAR] excl VAT</b>
1	PY SLEEPERS	EACH	
2	PY GALV SLEEPERS	EACH	
3	P2 SLEEPERS	EACH	
4	P2 GALV SLEEPERS	EACH	
5	FY, PLASTIC FIST SLEEPERS	EACH	
6	F4, PLASTIC FIST SLEEPERS	EACH	
7	LOW PROFILE SLEEPERS	EACH	
8	UNIV BLANK, TURNOUT SLEEPERS	METER	
9	UNIV BLANK SLEEPERS	EACH	
10	P2 FLAT SLEEPERS	EACH	
11	PY FLAT SLEEPERS	EACH	

**1 DISCLOSURE CONTRACT INFORMATION****PRICES TENDERED**

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

**JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS**

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

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

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

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

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website

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<https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIIP 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 DPIIP/FPPO</b>		<b>Closely Related to a DPIIP/FPPO</b>		<b>Closely Associated to a DPIIP/FPPO</b>		
<b>List all known business interests, in which a DPIIP/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 DPIIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIIP or FPPO. This list will include successful Respondents, if applicable.

**2 SUBMISSION OF TECHNICAL INFORMATION AND SAMPLES**

- Bidders offering non approved products shall be requested to submit technical information, prototypes and samples of their products for testing.
- The exact requirements and submission timelines and logistical details will be communicated to potential suppliers in writing on conclusion of this event and will be in accordance with the specification.
- Complying with the specified submission and timelines, or applying for a reasonable extension, with reasons, in writing will be required or bidders will face exclusion.
- The sample(s) must be clearly marked with the reference number of this RFP and the names and addresses of both the bidder and the manufacturer.

**3 MANUFACTURERS**

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

3.2 Local Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

Respondent's Signature

Date &amp; Company Stamp



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## 3.3 Foreign Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

**4 INSPECTION DETAILS**

The Respondents must state the actual name(s) and address/addresses of the suppliers of the Goods for inspection purposes only:

## 4.1 Local Manufacturer(s)

RFP ITEM NO.	NAME	BUSINESS ADDRESS

## 4.2 Foreign Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

**5 IMPORTED CONTENT**

The Respondents must state hereunder the value and percentage of the imported content as well as the country of origin in respect of each item tendered for:

RFP ITEM NO / DESCRIPTION.	VALUE	% COST	COUNTRY OF ORIGIN

Note: Where more than one country is applicable to one item, the Respondents must furnish this information separately.

**6 NATIONAL RAILWAY SAFETY REGULATOR ACT**

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

Respondent's Signature

Date &amp; Company Stamp

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**Accepted:**

<b>YES</b>	
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<b>NO</b>	
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**7 RISK**

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

**7.1 Quality and specification of Goods delivered:**

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**7.2 Continuity of supply:**

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

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

carrying on business trading/operating as

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

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

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

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

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

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

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

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

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

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Goods within 2 [two] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

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

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

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

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

**ADDRESS FOR NOTICES**

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

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

Name of Entity:

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Facsimile:

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Address:

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**NOTIFICATION OF AWARD OF RFP**

As soon as possible after approval to award the contract(s), the successful Respondent [**the Supplier**] will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

**VALIDITY PERIOD**

Transnet requires a validity period of 180 [One hundred and Eighty] Business Days [from closing date] (01.09.2023) against this RFP, excluding the first day and including the last day.

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

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

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

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

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

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Respondent's Signature

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Date & Company Stamp

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**RETURABLE DOCUMENTS**

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

Mandatory Returnable Documents	<b><i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFP <u>will</u> result in a Respondent's disqualification.</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 <u>will</u> result in Transnet affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.</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/No]</b>
Section 1: SBD1 Form	

**b) Returnable Documents Used for Scoring**

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

<b><u>RETURNABLE DOCUMENTS USED FOR SCORING</u></b>	<b>SUBMITTED [Yes or No]</b>
Section 2 - Technical evaluation criteria and supporting document <ul style="list-style-type: none"> <li>• Letter indicating what products they intent offering</li> </ul>	

**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

Respondent's Signature

Date &amp; Company Stamp

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**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
SECTION 4: Pricing and delivery schedule	
SECTION 5: Proposal Form and List of Returnable documents	
SECTION 6: Certificate of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7: RFP Declaration and Breach of Law Form	
SECTION 9: B-BBEE Preference Claim Form	
SECTION 10: Protection of Personal Information	

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_  
Respondent’s Signature

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

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

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

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

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

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

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Proposal **[RFP]**;
3. We have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the 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 RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
5. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner;
6. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
7. We declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of 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 Transnet;
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFP; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:



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

ADDRESS:

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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.

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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

<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.

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

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

**TO REFRESH THE FRAMING OF A STANDING APPROVED LIST FOR THE SUPPLY OF RAILWAY CONCRETE SLEEPERS**

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submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

14.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

**BREACH OF LAW**

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

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

NATURE OF BREACH:

---



---

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

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

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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 9: B-BBEE PREFERENCE POINTS CLAIM FORM**

In terms of section 3(a) of the Preferential Procurement Regulations, 2017, an organ of the state must determine and stipulate in the tender documents the preference points system applicable to the tender as envisaged in regulation 6 or 7. Although not relevant for the framing of an approved list, BBEE scoring will be evaluated when RFPs to conclude contracts are issued.

**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, 2017.**

**1. GENERAL CONDITIONS**

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

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

1.2 The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20 or 90/10** preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	<b>80/90</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20/10</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

**2. DEFINITIONS**

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good

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Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
- (i) the B-BBEE status level certificate issued by an authorised body or person;
  - (ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - (iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

**3. POINTS AWARDED FOR PRICE****3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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 Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, 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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8

Respondent's Signature

Date &amp; Company Stamp

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6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	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 10 or 20 points)

<sup>3</sup> In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a Sworn Affidavit as the generic codes are not applicable to them.



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(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 an enterprise in terms of Preferential Procurement Regulations,2017:

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional Supplier
- Other Suppliers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
  - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (f) forward the matter for criminal prosecution.

<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>
--

## **SECTION 10: PROTECTION OF PERSONAL INFORMATION**

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

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personal information and to restore the integrity of the affected personal information as quickly as is possible.

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

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

<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 RFP is complete, accurate, not misleading, is up to date and may be updated where applicable.

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

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



## TRACK TECHNOLOGY MANAGEMENT

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# SPECIFICATION FOR MONOLITHIC PRE-STRESSED CONCRETE SLEEPERS USED ON 1065 mm GAUGE RAILWAY TRACK

---

Authors: Senior Technologist  
Technology Management

J Meyer

A handwritten signature in black ink, appearing to be "J Meyer".

Approved: Acting Principal Engineer  
Technology Management

R Hartley

A handwritten signature in black ink, appearing to be "R Hartley".

Date: 1 Apr 2021

Circulation restricted to:

Transnet and Relevant Third Parties

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# **SPECIFICATION FOR MONOLITHIC PRE-STRESSED CONCRETE SLEEPERS USED ON 1065 mm GAUGE RAILWAY TRACK**

## **1 Scope**

- 1.1 This specification covers all monolithic pre-stressed concrete sleepers used by Transnet on 1 065 mm gauge railway track. It includes open line as well as turnout and specialized sleepers made from pre-stressed concrete. This specification supersedes all previous specifications.

## **2 Definition**

- 2.1 "Principal Engineer"- means the Principal Engineer, Track Technology Management, Transnet Freight Rail or any other office with authority acting on his behalf.

## **3 Acceptable Designs**

- 3.1 The reinforcement of the sleeper is to be designed by the tenderer and the design is to be provided to Track Technology.
- 3.2 Sleepers to the design provided must have been satisfactorily tested by Transnet Freight Rail.
- 3.3 If applicable a total of four sleepers are to be submitted to the Track Testing Centre at George-Goch for approval testing.
- 3.4 The design offered must be a pre-stressed design.
- 3.5 Each supplier must get their design (reinforcing size, quantity and wire positions) approved before manufacturing any sleepers.
- 3.6 The bending moment in clause 6.1 represent the bending moment of the sleeper in an un-cracked state.

## **4 Elastic Fastenings**

- 4.1 The design of the sleepers must make provision for elastic fastenings according to specification BBF9273 (latest version). The fastening must be a Transnet approved fastening system and the supplier of the fastening system must be an approved supplier of the particular fastening system.

- 4.2 In designs where a part of the fastenings system are cast into the sleeper, particular attention must be paid to secure these shoulders in position in such a way that they are firmly embedded and will not become loose.
- 4.3 Where ferrous components of the fastening to be cast into the sleeper require corrosion protection, this shall be done prior to casting it into the sleeper with a Transnet approved corrosion protection method. All tolerance specified by the fastening supplier will be post corrosion protection if not specifically mentioned.
- 4.4 Components of the fastenings required to be cast into the sleeper must be placed in the sleeper to the dimensions and within the tolerances specified by the manufacturer of the fastenings and as specified in this document. Where there are conflicts between the two the more stringent dimension/ tolerance will apply.
- 4.5 Any components of the fastening that are to be cast into the sleeper are to be supplied by the manufacturer of the sleeper and the price quoted for the sleeper must include these components.

## **5 Shape and Size of Sleeper**

- 5.1 The sleeper supplier will use the shape, dimensions and tolerances as indicated in this specification to compile manufacturing drawings. These drawings will be the official drawings for each sleeper type. The shape and dimensions may vary slightly to accommodate each supplier's specific manufacturing process.
- 5.2 All drawings must be signed by the Principal Engineer once the product has been approved.
- 5.3 Details of each specific sleeper in the turnout will be supplied by the manufacturer of the steel hardware for that specific turnout.
- 5.4 All new moulds manufactured must be done in such a manner that the sleeper ends are flush (less than 2 mm un-evenness).
- 5.5 The position of the wires in the universal sleeper will be in 3 vertical columns as shown in the relevant drawing to allow for coring between the wires.



- 5.6 The end face of any sleeper when cut by saw will be  $90^{\circ} \pm 1^{\circ}$  in both planes.
- 5.7 All universal sleepers must have visible indents on the top of the sleeper indicating where the wire positions are in the sleeper. These indents must have a diameter between 8 and 10 mm diameter with a depth between 2-3 mm and a maximum spacing of 200 mm between each other.
- 5.8 The universal sleeper must be available in the following standard lengths (m)  
2.1, 2.4, 2.7, 2.8, 3.0, 3.2, 3.8, 4.2, and 6.

Table 1: Sleeper Drawings

<b>Sleeper type</b>	<b>Drawing details</b>
P2 and V2	E3303-sheet 1
F4	E3303-sheet 2
PY and VY	E3318-sheet 1
FY	E3318-sheet 2
PA (paved)	E3343-sheet 1
PY wing	Based on E3318 sheet 1
LP (Low profile)	See Appendix D
Turnout Sleeper with 57 kg/m and 60 kg/m rails	See Appendix D
Turnout Sleeper with 48 kg/m rails	See Appendix D
Universal Sleeper	See Appendix D

## **6 Design Requirements**

- 6.1 The sleeper shall be reinforced to withstand the bending moments as shown in table 2 without exceeding the maximum permissible stress.
- 6.2 A maximum tensile concrete stress (concrete strength 60 MPa and higher) not exceeding 3.5 MPa (SABS 0100-1:1992) will be permitted in the computation of the above bending moments.
- 6.3 The maximum permissible compressive stress in the concrete due to the stressing force alone ( $f_{ci}$ ) may not exceed 11.75 MPa except for the LP sleeper where the value may not exceed 13.7 MPa. The nominal compressed strength of a 150 mm concrete cube at stress transfer must be more than 30 MPa where the ( $f_{ci}$ ) is 11.75 and 35 MPa if the ( $f_{ci}$ ) =13.7 MPa.
- 6.4 Track Technology will request each supplier for detailed plans and design calculations proving that the minimum bending moments have been fully

provided for. These documents must be supplied for pre-approval timeously and will be required before doing any sleeper testing.

6.5 Only designs using bonded reinforcement will be accepted and only reinforcement of a deformed design will be approved, unless positive end anchorage is provided, in which case plain reinforcement may be used.

6.6 Table 2: Bending moments for sleepers

<b>Sleeper Type</b>	<b>Positive moment Rail seat kNm</b>	<b>Negative moment sleeper centre kNm</b>
P2 (2057)	11.2	10.2
F4 (2057)	11.2	10.2
V2 (2057)	11.2	10.2
PY (2200)	17.2	13.75
VY (2200)	17.2	13.75
FY (2200)	17.2	13.75
PA (paved)	11.2	10.2
PYW (2200)	17.2	13.75
LP (2100)	11.8	10.9
Turnout sleeper with 60E rail profile	27	17
Turnout sleeper with 48 kg/m rails	25.8	20.2
Universal Sleeper	20	-12.3

6.7 As part of the design approval tenderers will be asked to:

- give details of the characteristic ultimate tensile strength of the reinforcing steel
- calculate what the initial and final stresses in the concrete and reinforcement would be.

The initial and final stresses in the reinforcement must conform to the following values:

- a) Initial stress – not to exceed 75% of characteristic strength.
- b) Final stress after losses – not less than:
  - 60% of characteristic strength for all open line sleepers except for the LP sleeper that may be 54%
  - 52% of characteristic strength for all turnout sleepers except for the universal sleeper that may be 58%

6.8 Once requested for the designs in writing the bidder has 25 working days to submit their designs. The bidder can, within 5 working days from the request, ask Transnet for an extension of time.

## **7 Bending Test Requirements**

7.1 In order to verify the resistance against tension cracks, the accepted sleeper design must pass static and dynamic tests for approval and at periodic re-testing for:

7.1.1 Positive (not a standard test required for open line sleepers) and negative bending at mid span, and

7.1.2 Positive bending under the rail seat.

7.1.3. Bond development test

7.2 The design must include a detailed analysis specifying the magnitude of the three resistance moments, computed for a tensile concrete stress of 6.2 MPa. No visible cracking must occur before these bending moment values have been reached.

7.3 The supplier must submit their proposed quality control static test methods that comply with this specification to Transnet on request as this forms part of the final approval. The proposed test methods must include the following details: frequency of testing, type of supports, number and points of application of the test loads including the magnitude of the test loads to produce the bending moments specified above as well as the test rate, with tolerances. The proposed test method must be approved by the Principal Engineer.

7.4 Transnet may request the supplier to change the proposed method to suit Transnet Freight Rail's requirements.

## 7.5 Pre-tensioned sleepers must be tested by the supplier as specified below:

7.5.1 The test load shall be applied at a rate of  $20^{\frac{+0}{-5}} \text{ kN/min}$  until the load (P) required to produce the specified design moment is reached

7.5.2 The loading shall then be continued at a rate of  $20^{\frac{+0}{-5}} \text{ kN/min}$  until the first crack becomes visible. If the ratio of this load (P1) to the load (P2), which is the theoretical no crack load at which the tensile stress in the concrete is 6.2 MPa, is less than 1.0 the sleeper has failed. In such cases Transnet's Technology Management and the procurement departments must be informed for a decision.

Should any sleeper fail, Transnet reserves the right to:

- a) reject all the sleepers cast on the same day as the test sleeper that failed or
- b) request additional tests on sleepers from the same day's production of the sleepers concerned.

A minimum of 3 additional sleepers from the day's production shall be tested in the case of (b) above and the final acceptance or rejection of the day's production will be based on the results of these additional tests.

7.5.3 Each manufacturer is required to have a documented quality control plan. The above test must be part of the manufacturer's quality control plan

7.5.4 If any sample fails the bending test after 28 days of curing the day's production must be separately stacked and held in reserve. In such cases the matter must be reported to the Principal Engineer who will decide whether the sleepers may be accepted or if further tests will be required and by whom it will be conducted. For that purpose additional testing on the sleepers themselves may be required. A minimum of 3 sleepers manufactured during the day concerned shall be tested.

7.6 Static and dynamic bending moment tests on sleepers taken at random from normal production will be done in Transnet Freight Rail's laboratory, both before final approval, and as part of the periodic re-test requirements to retain approval, as well as as-and-when requested by Track Technology, should there be any cause to request interim tests. For routine periodic re-testing three sleepers (of each type produced), pre-selected randomly by Transnet, must be sent to the Transnet testing facility at George Goch within a month of the selection. These sleepers (and any other additional sleepers sent if the

initial submission failed) will be supplied and delivered to Transnet at no cost to Transnet as part of the quality assurance (QA) testing/periodic re-testing required by Transnet to retain approval. These test sleepers shall also be removed by the manufacturer on completion of the tests. Transnet reserves the right to automatically extend approval for a further 6 months without conducting this periodic re-test on particular 6 monthly cycle/s.

Based on the results of the test Transnet reserves the right to do one or more of the following:

- Put the procurement of all or a specific type of sleeper on hold pending the results of further testing.
- Request the supplier to hold in reserve all or a specific type of sleepers based on batches or period pending the result of further testing.

7.6 The sample size for each plant will be as indicated in the Track Technology Management quality management system, as per TQM-TRL-PRO5 “Sampling” and TQM-TRL-SPD TQM-TRL-SPD38 “Random sample selection”.

## **8 Quality of Grouting Mortar**

8.1 All openings in the end faces of sleepers – used for stressing and anchoring purposes – must be carefully plugged to prevent the ingress of moisture with grout having a minimum compressive strength of 28 MPa after 28 days. See also Clause 12.6.

8.2 Patching will be restricted to occasional damage to sleepers and not to fix manufacturing or mould design problems.

8.3 The water absorption of the grout/mortar must be less than the water absorption of the sleeper. The grout/mortar used for the repairs must be approved by Transnet.

8.4 Based on field test by Transnet permission may be granted to the supplier not to plug such holes but may be revoked at any time during the contract period.

8.5 Plugging/ Corking must be done on the full depth of the hole and rammed in which will result in a dense grout without air voids.

## **9 Tolerances**

- 9.1 The generic drawings in Table 3 give the typical dimensions and tolerances. As part of the approval of designs and drawings each supplier must submit drawings of all their products for approval by the Principal Engineer. The approved drawings will be the drawing to which sleepers will be made. Although Transnet approve the drawing the supplier is responsible and must make sure that the dimensions supplied will produce sleepers that will comply with the correct gauge. Any changes in these tolerances shall require Transnet's prior approval in writing.

Table 3: Typical generic Sleeper Drawings

Sleeper type	Drawing
P2	E3303 sheet 1
F4	E3303 sheet 2
PY	E3318 sheet 1
FY	E3318 sheet 2
PA	E3343 sheet 1
PY wing	Based on E3318 Sheet 1
LP (Low profile)	See Appendix D
Turnout sleeper	See Appendix D
Universal Sleeper	See Appendix D
VY Sleeper	Same profile as per drawing E3318 sheet 1
V2 Sleeper	Same profile as per drawing E3303 sheet 1

- 9.2 A tolerance of  $\pm 5$  mm shall apply to the length, width and depth of the concrete sleeper unless otherwise shown on the drawings.
- 9.3 The rail seat on the sleeper must be true and flat to within 0.5 mm
- 9.4 The placement of the reinforcement must be within  $\pm 3$  mm of the design and drawing

- 9.5 The cant of the rail seat shall be not less than 1:21 and not more than 1:18 for the open track sleepers and for sleepers without a rail seat cant the difference in rail seat cant measured over a distance of 100 mm may not be more than 1 mm.
- 9.6 An adverse combination of the tolerance described in clause 9.4 and other tolerances affecting gauge will not be permissible. Therefore, when portions of the appropriate mass of rail together with the necessary fastenings (all correct to nominal size) are mounted on a sleeper or sleepers, the track gauge is to be correct within a tolerance of  $\pm 1.5$  mm
- 9.7 Notwithstanding clause 9.1 of this specification, the track gauge referred to above shall be the following for the open track sleepers:
- a) 1064 mm  $\pm 1.5$  mm for 48 kg/m rails on P2 sleepers
  - b) 1065 mm  $\pm 1.5$  mm for 48 kg/m rails on F4 sleepers
  - c) 1065 mm  $\pm 1.5$  mm for 57 kg/m rails on F4 sleepers
  - d) 1066 mm  $\pm 1.5$  mm for 60 kg/m rails on PY sleepers
  - e) 1067 mm  $\pm 1.5$  mm for 60 kg/m rails on FY sleepers
  - f) 1065 mm  $\pm 1.5$  mm for 48 kg/m rails on PA (paved) sleepers
  - g) 1066 mm  $\pm 1.5$  mm for 60 kg/m rails on PY wing sleepers
  - h) 1065mm  $\pm 1.5$ mm for 48kg/m rails on LP sleepers
  - i) 1066 mm  $\pm 1.5$  mm for 60 kg/m rails on VY sleepers
  - j) 1065 mm  $\pm 1.5$  mm for 48 kg/m rails on V2 sleepers
- 9.8 Each of the individual turnout sleepers must be as per the Transnet approved manufacturers drawings.
- 9.9 The relative twist between the two rail seats shall not exceed an angle of 30 minutes.
- 9.10 New products (new product or design from existing supplier or new products from new suppliers) must pass the gauge test to the standard test method TQM-TRL-STM-4 "Assembly test for gauge on concrete sleepers" in order for the supplier to be approved for that product.



- 9.11 Before supplying any sleepers made in new or repaired moulds and when gauge issues are picked up or when new sleepers are made the first time the supplier must prove that the supplier can produce sleepers with the correct gauge. To prove it the manufacturer must assemble a short length of track, comprising two lengths of new rails of appropriate weight, 3 m ( $\pm$  0.3 m) long, on 4 sleepers complete with fastenings to check that the gauge is correct. (See 9.5 for the correct gauge).
- 9.12 The manufacturer will be required to maintain and use appropriate measuring apparatus to ensure continued compliance to the dimensional requirements, as part of the quality control plan. See appendix C for examples of typical measuring apparatus.

## **10 Acceptance Tests**

- 10.1 Acceptance tests are required following commissioning of a new plant and/or product line for approval, for periodic re-testing to retain approval, during technical audits and where required for quality assurance processes, or as and when the need arises.
- 10.2 Strength Defects: Should any test as described in Section 7 or concrete quality tests as described in appendix B, fail to achieve the required results, that day's production must be held in reserve pending the outcome of further tests by Track Technology, as specified in Section 7 and Appendix B. To perform the tests Track Technology will use their standard test methods TQM-TRL-STM-1 Rail seat test, TQM-TRL-STM-2 Sleeper centre and TQM-TRL-STM-3 Bond development.
- 10.3 Gauge test: Should the result of the gauge test indicate that the sleepers do not comply with the gauge requirements the supply of the specific type of sleepers will be stopped and existing sleepers must be held in reserve until such time as the suppliers has demonstrated that they can produce sleepers that comply with the specification. To check the gauge Track Technology will use their standard test method TQM-TRL-STM-4 "Assembly test for gauge on concrete sleepers" to determine the gauge.

10.4 Sleeper Inspection: Track Technology may at any time inspect the sleepers for defects using TQM-TRL-STM-5 “Field inspection and hand measurement for concrete sleepers”. The sampling will be done as per TQM-TRL-PRO5 “Sampling” and TQM-TRL-SPD TQM-TRL-SPD38 “Random sample selection”. It is the supplier’s responsibility to remove the samples selected for testing and stack them in an area where it will be possible to perform the required testing.

10.5 The sleepers inspected shall be accepted or rejected using one or more of the following techniques or instruments supplied by the plant to determine if there are any defects:

- “GO” and “NO GO” gauges, in conjunction with feeler or wedge type gauges and Vernier callipers..
- Protractor to measure cant
- Specialized jigs
- Visual inspection of sleepers
- New instruments based on newer technologies as they become available.

10.6 Details of the defects and defect combinations that will be evaluated.

#### **“A” Defects**

- A1 Both defects B1 and B5 on the same sleeper
- A2 Both defects B2 and B4 on the same sleeper
- A3 Cast-in components of fastening too low or too high or skew by more than 1 mm (Depending on the fastening type this value may be less to ensure the correct clamping force)
- A4 Excessive rail seat width (+3 mm)
- A5 Total percentage of defects B4 + B5
- A6 Sleeper too long or too short ( $\pm 5$  mm)
- A7 Sleeper heights not correct (End, Centre, Rail seat) ( $\pm 5$  mm)
- A8 Insufficient distance between shoulders of individual rail seat (As per drawing)
- A9 Honey comb
- A10 Cracked sleepers

A11 Wire position not correct as per drawing (Tolerance  $\pm 3$  mm)

A12 Concrete in dowels

% A defects=Sum of defects A1-A12 on sleepers selected for inspection (clause 10.2)

### **"B" Defects**

B1 Excessive distance between outside shoulders (As per drawing)

B2 Insufficient distance between outside shoulders (As per drawing)

B3 Concrete sound (As per sample of initial tests)

B4 Rail seat cant steeper than required. 1: 18 (Open track sleepers)

B5 Rail seat cant flatter than required. 1:21(Open track sleepers)

B6 Rail seat area not clean

B7 Concrete inside the shoulders or cast in component

B8 Flashing on sleeper

B9 Sleeper bottom too smooth or loose material on surface (As per sample of initial tests)

B10 Rotated shoulders or cast in component (As per drawing)

% B defects=Sum of defects B1-B10 on sleepers selected for inspection (clause 10.2)

### **"C" Defects**

C1 Excessive distance between shoulders of individual rail seat (As per drawing)

C2 Twist exceeding 30 minutes

C3 Rail seat flatness not acceptable ( $> 0.5$  mm) or rail seat damage  $>10\%$

C4 Insufficient rail seat width (As per drawing)

C5 Appearance

C6 Chipped edges over a total length of more than 200 mm or deeper than 15 mm.

C7 Segregation of fines

C8 Corking not done correctly

C9 Cover plates not correctly installed or damaged

C10 Sleeper end not sound (5 mm) with evidence of patching or cup grinding

% C defects=Sum of defects C1-C10 on sleepers selected for inspection (clause 10.2)

10.7 The lot shall be rejected on the results of the sample if the percentage of defects at which any individual defect occurs exceeds

- 6% for “A” defects
- 6% for “B” defects
- 6% for “C” defects
- 6% of the sleepers have defects.
- 0% for defects A3, A6, A7, A9, A10, A12
- 0% of sleepers outside the track gauge specified. (Involves the building of test piece of track)

10.8 All sleepers identified by Transnet as not complying with the specification whatever the final % must be removed from the stock yard.

10.9 In all cases of rejection, full particulars shall be made available to the Principal Engineer.

10.10 Under normal circumstances Transnet will plan the inspection, but Transnet reserves the right to inspect the sleepers at the plant without notifying the supplier.

10.11 The acceptable standard for visual examination must be as outlined in Transnet’s document BBG8734 “Visual criteria of acceptable and unacceptable quality of concrete sleepers” (latest version).

## **11 Marking**

11.1 All sleepers are to be marked with the following:

- Transnet Logo
- Year of manufacture
- Manufacturer’s identification mark
- Sleeper fastening identification mark (e.g. P2, PY, F4, FY, LP etc.)
- Place of manufacture

11.2 Such marking must be indented

## **12 Manufacturing of Sleepers**

12.1 Particular care must be taken that the rail seats are smooth and even and within the tolerances laid down in this document.

12.2 Transnet will not accept sleepers where the cover to reinforcing steel is insufficient or where there are signs that the concrete is cracked. The protrusion of any reinforcement beyond the concrete level shall be limited to a maximum of 1 mm.

12.3 Full details of the curing method to be adopted must be submitted for approval during the final approval process and this curing method once accepted by Transnet will then be the method that must be implemented at the plant. This curing method must comply with the requirements of clause 12.4

12.4 Where vapour or other curing techniques is used the following shall apply:

- (i) For at least two hours after casting the sleepers shall not be subjected to steam.
- (ii) The temperature shall be raised by not more than 15°C during the first hour of steaming.
- (iii) After the first hour of steaming the rate of increase in temperature shall not exceed 10°C per hour.
- (iv) When a temperature of 60°C has been reached it shall be maintained until a concrete strength of 30 MPa is reached. This temperature must not maintain for more than 6 hours.
- (v) On no account shall the temperature exceed 60°C.

The above temperature and time requirements still apply even if another source of heating is used.

12.5 Each of the production lines or chambers must have a temperature system that will measure the temperature at various locations. These strategic locations must be such that it will prevent sleepers from being over or under cured. Curing records must be kept for a minimum period of two years.

If the temperature measurement is a hand system then:

- the thermometers must be calibrated/verified daily to confirm that they are in working order.

- measurements must be taken at least every 30 minutes
- the supplier must also have a system in place that will confirm that the readings taken is correct by doing random check by a supervisor

12.6 Reinforcement placed in pre-formed ducts is to be grouted by means of cement grout under pressure.

12.7 If applicable the recesses formed in the end faces of the sleeper for the purpose of tensioning the reinforcement are to be plugged with cement mortar in such a manner as to achieve a satisfactory seal to protect the internal steel components against corrosion.

12.8 The sleeper must be free of defects and sound (See section 10) and the bottom surface must be suitably rough.

12.9 The manufacturer must comply with ISO 9001 and must be ISO 9001 certified once they have been in operation for 24 months since the supply of the first production sleepers to Transnet.

12.10 The supplier must have a stock yard where sleepers that comply with the specification will be stacked ready for dispatch or inspection. This stock yard must be appropriate for the volume and type of sleepers they intend supplying and must be able to accommodate at least 28 days stock.

12.11 Refer to appendix A for the method of making and curing 150 mm concrete test cubes. In the event that the supplier wants to use an alternative method it must be submitted to the Principal Engineer for approval before manufacturing any sleepers against a contract.

### **13 Controlling of Alkali-Silica-Reaction (ASR)**

13.1 The alkali reactivity of aggregates used at the different manufacturing plants must be determined by an approved institution unless it is known from previous history or field performance that the aggregate is innocuous. If applicable the supplier must supply proof that the aggregate is innocuous.

13.2 A copy of results (from each supplier) tested in 13.1 must be forward to Transnet. These tests must be repeated if the supplier changes quarries and at least every 2 years. The supplier must submit a copy of these reports as and

when required to Supply Chain Services and Technology Management for each of the relevant products used.

13.3 Transnet reserves the right to draw a sample of aggregate on the manufacturing plant and test it for the alkali-reactivity

13.4 For alkali-reactive aggregate the total content in kilogram Na<sub>2</sub>O equivalent per cubic metre should be not exceed the limits given in table below for aggregates from the different lithostratigraphic units

13.5 To minimise the risk of ASR the following extenders can be used:

- a) Ground Granulated Blast furnace Slag (GGBS) at least 40% by mass.
- b) Fly Ash (FA) at least 20% by mass.

The limit of alkali content per cubic metre of concrete for South African aggregates from different lithostratigraphic units are as follows (Fulton's Concrete Technology):

Table 4: Limit of Alkali Content

<b>Rock Type</b>	<b>Total Na<sub>2</sub>O</b>
• Witwatersrand Super group quartzite, shale	2.0
• Dolomite Group chert	2.8
• Malmesbury Group metasediments	2.1
• Table Mountain Group orthoquartzite	2.8
• Bokkeveld Group Quartzite, sandstone	2.8
• Natal Group Quartzite, sandstone	2.8
• Dwyka Formation tillite	2.8
• Enon Formation quartzite pebbles	2.8
• Quaternary	4.0

## **14 Information to be submitted by Tenderers**

14.1 Approved suppliers with approved products (including conditionally approved):

- The place of manufacture of the concrete sleepers.
- The type of sleepers they have approval for
- The type of sleepers they have conditional approval for
- New sleepers they intend offering

- ISO 9001 certification status and certificate if in operation for more than 24 months since the supply of the first production sleepers to Transnet.
- Site layout of where the stock yard will be located and the number and type of sleeper that it can accommodate. The stock yard may only include sleepers that comply with this specification but may include sleepers that are not 28 day old.

Note that Transnet will confirm approval information provided against internal records to confirm the approvals.

#### 14.2 Non-approved suppliers without approved products

- new sleepers they intend offering for approval and supply

14.3 Transnet reserves the right to ask the supplier for any other documentation relevant to this specification before giving final approval. Once information or documents are requested the bidder has 25 working days to comply. The bidder can within 5 working days from the request ask Transnet for an extension of time.

### 15 **Delivery and Packaging**

15.1 The sleepers shall be supplied loaded in rail wagons in the following manner:

- (a) The sleepers are to be loaded rail seats uppermost transversely in layers: each layer being placed as nearly as possible in the middle of the truck.
- (b) Each layer of sleepers including the bottom layer, is to rest on two strips of timber packing, each strip having a cross-section of not less than 38 mm x 38 mm. In the case of fastenings with a higher height the size must be increased. The timber strips may not be placed on the rail seat.
- (c) Under no circumstances may any layer of sleepers touch another layer of sleepers.

15.2 The number of sleepers to be loaded in each wagon shall be based on the permissible load of the wagon but rounded down to the nearest multiple of 10.

15.3 No loose concrete must be present on top of the sleepers when loaded on the wagons.

### 16 **Guarantees**



- 16.1 The supplier will be required to guarantee the sleepers against all defects attributable to faulty manufacture, workmanship and quality of materials for a period of 3 years after the sleepers have been placed in the track.
- 16.2 Sleepers that fail or do not comply with the requirements of the specification while in service before the expiration of the guarantee period shall be replaced free of charge at the initial point of delivery.
- 16.3 If any department within Transnet or third-party appointed by Transnet have any cause to suspect that a batch of sleepers delivered at site do not comply with the requirements, Track Technology and Supply Chain Services will be informed and they in turn will then inform the supplier. Once it has been established through inspection or testing that a stack contains sleepers that do not comply it will be up to the supplier to rework the stack to Transnet's satisfaction and to remove all affected sleepers and to replace them with the same quantity of new sleepers at the point of delivery.

## **17 Approval of supplier for sleeper supply**

- 17.1 To obtain approval a supplier must prove that the supplier can produce sleepers with the correct gauge. To prove this the manufacturer must assemble a short length of track, comprising two lengths of new rails of appropriate weight, 3 m ( $\pm$  0.3 m) long, on 4 sleepers complete with fastenings to check that the gauge is correct. (See 9.7 for the correct gauge and 9.10).
- 17.2 When Track Technology plan to do gauge tests at the Track laboratory as per TQM-TRL-STM-4 the supplier must supply two lengths minimum 3 m ( $\pm$  0.3 m) long of each rail type (48, 57 and 60E1 rail) as well as the fastenings to assemble the section to perform the test.
- 17.3 The Transnet representative may, however, require the manufacturer from time to time to set up the short lengths of track mentioned in clause 17.1 to check the cant and gauge.
- 17.4 Supplier will only receive orders for products that have been approved by Transnet. Suppliers are required to produce a batch of sleepers to obtain

approval of the process and manufacturing facility. See conditional approval below for more details.

### 17.5 Pre-approval of product design

To obtain pre-approval for a product the supplier must:

- prove to Transnet that their proposed product complies with the latest version of this specification.
- obtain design approval of the specific product from Track Technology
- obtain product approval of the specific product from Track Technology through static and dynamic testing of design prototype at the Transnet laboratory.

Each product offered for approval will only be tested once during a specific tendering event.

In some cases where special sleepers are developed a one-year field test may also be required. Special sleepers refer to sleepers that have special methods of fastening and/or do not fit the size or shape as mentioned in this specification.

### 17.6 Conditional approval

Conditional approval is the second step in the approval process (if required). Conditional approval is granted once a product and manufacturing facility is approved, but before the supplier has been able to demonstrate that a specific product can be produced in a continuous process in the intended plant in large enough quantities to allow Transnet to randomly select sleepers for laboratory and field evaluation tests, including testing of the gauge.

Transnet will give conditional approval to supplier for a specific pre-approved product design once the following steps have been finalized:

- Pre-approval of design has been successful.
- Drawings are available for each design.
- In the case of new suppliers that have not yet been approved for any products:
  - prove to Transnet that the plant that they intend using will be able to produce sleepers of the specified quality. Site visits/technical audits may be required by Transnet of the plant or a similar plant to the one they intend using.

- Commit to obtaining ISO-9001 accreditation for the manufacturing facility within 24 months from the start of production.

### 17.7 Approval

The supplier must request Transnet for approval once the first batch of sleepers has been manufactured from the plant it intends supplying from. These sleepers will be subjected to laboratory tests as well as to a field evaluation and a gauge test. The manufacturer must also demonstrate from its own records that it can produce sleepers with the correct gauge. The supplier must include their own test results as part of the request to indicate that the batch complies with Transnet requirements.

Approval for a product will be granted once the product complies with all the requirements of this specification. Approval will be granted before the ISO-9001 accreditation is achieved, provided the supplier has committed to obtaining the required accreditation. Should the required accreditation not be provided within 24-months of manufacturing commencing the supplier should apply for extension. If the approval is not obtained within the extension period granted approval will lapse.

Transnet will give approval to supplier for a specific product once the following steps have been finalized:

- Must have conditional approval or comply with the requirements set for conditional approval.
- All sleepers cast in the different moulds must be checked for the correct gauge by the supplier and submitted to the Principal Engineer for approval.
- The first production batch must pass the gauge tests done by Transnet.
- The first production batch must pass the field inspection and hand measurement tests done by Transnet on sleepers in the stack.
- The plant must be producing sleepers on a continuous basis so that random sampling is possible.
- The results of the testing and inspection of the random samples all gave compliant results.

17.8 The supply of sleepers by rail is required. Access to and a formal agreement on the use of a siding for the duration of the contract is a requirement of supply.

17.9 Continued compliance following specification revision

Transnet may from time to time revise this specification. Suppliers must make sure that their plant and products produced in the plant continue to comply with any new requirements of this specification. Suppliers have a year from the date of issue of a revised specification to make sure they comply with the new requirements of the specification (unless specifically mentioned in the specification that approved suppliers are exempted). Once an approval is revoked suppliers will have to go through the approval process again. To ensure continued compliance Transnet will inform supplier with approved products of revisions to the specification if implemented between tenders.

#### 17.10 Supply of initial samples for testing

Once requested t the bidder has 75 working days to deliver samples. The bidder can, within 20 working days from the request, ask Transnet for an extension of time.

### **18 Quality and Inspection**

18.1 To ensure that the sleepers manufactured are consistently of the specified quality the plant must have a quality plan that includes the following minimum details:

- Details of the quality management system
- Competencies and roles of individuals
- Type of testing that will be performed on each day's production
- Test methods for all tests
- The frequency of the testing
- Work instructions/Standard Operating Procedures for all test methods, tools, gauges, templates and equipment
- The frequency of testing
- List of tools, gauges, templates and other equipment that will be used
- Specification and/or drawing of tools, gauges, templates and other equipment
- Method of calibration of tools, gauges, templates and other equipment
- Frequency of calibration/verification of tools, gauges, templates and other equipment

- 18.2 The top and side surfaces of the sleepers shall present a smooth, uniform appearance. A random scattering of surface voids will not be a cause for rejection. Heavy concentrations of surface voids or evidence of improper mixing, vibrating or curing will be a cause of rejection.
- 18.3 Because of wear and tear and repairs to moulds it is the responsibility of suppliers to put a quality plan in place that will ensure sleepers produced consistently provide the correct gauge.
- 18.4 The tools, gauges, templates and other equipment must be able to measure/test all the requirements of this specification. See appendix C for examples of some of the typical measuring apparatus.
- 18.5 Suppliers are required to supply, without charge to Transnet, calibrated tools, gauges, templates and other equipment required for checking the quality of the final product. Track Technology may require the supplier to prove that their equipment can measure correctly and to the required accuracy and precision.
- 18.6 The tools, gauges, templates and equipment must be verified and calibrated as per the supplier's quality plan, but the following minimum requirements must be met:
- The equipment must be marked with the date it was calibrated/verified as well as the date of the next calibration/verification
  - Records must be kept of the verification for a minimum period of 5 years

## APPENDIX A

### METHOD OF MAKING AND CURING 150 mm CONCRETE TEST CUBES

The method below must be used if an alternative standard method is not used or if the plants method is not approved by Transnet.

#### 1.1 Moulds

Mould shall conform to current SABS specifications.

#### 1.2 Vibrating Machine

The vibrating machine shall be capable of

- (a) Holding the mould firmly attached to the machine during vibration,
- (b) Exercising vibration adequate to expel all trapped air within 5 minutes so that no more air bubbles emerge.

#### 1.3 Method of Manufacture

Approximately 20 kg of concrete to be taken where the mixed concrete reaches the sleeper mould. This concrete must be spooned into the cube mould during vibration and the surface worked level, within 5 minutes. Vibrate for another minute.

#### 1.4 Duration of Manufacture

Vibration of test cubes shall be completed within 45 minutes from the moment the dry cement enters the mixer.

#### 1.5 After Manufacture

After vibration the filled mould shall be covered and transferred back to the sleeper production line for overnight curing. The mould to be removed between 8 and 24 hours after completion of vibration and the cube marked for identification and stored in water until time of testing, unless otherwise agreed.

## **APPENDIX B**

### **QUALITY OF CONCRETE**

- 2.1 The crushing strength of the individual 150-mm cubes of the concrete from which sleepers are made shall be at least 60 MPa at 28 days.
- 2.2 One set of three cubes each shall be cast for every three hundred sleepers or part thereof from different batches of concrete at different intervals throughout the day.
- 2.3 The Contractor shall ensure that the testing machine is at all times in correct adjustment and properly calibrated. The Engineer shall have the right to check the calibration by crushing his own cubes on the Contractor's machine and on the Principal Engineer's testing machine and if there is any material discrepancy, the Engineer's calibration shall be accepted.
- 2.4 A test result shall be regarded as the average result for a set of 3 cubes. If the difference between the highest and lowest result for the 3 cubes exceeds 15% of the average, the test shall be rejected and the standard of testing shall be deemed inadequate if more than 10% of the tests have to be rejected.

Test results shall be recorded on a control chart. For each day's group of cubes the average strength shall exceed the strength specified in 2.1 by an amount not less than the standard deviation computed from the last 20 recorded averages, failing which the day's production must be separately stacked and held in reserve. In such cases the matter must be reported by the inspector to the Principal Engineer who will decide whether the sleepers may be accepted. For that purpose additional testing on the sleepers themselves shall be required. A minimum of 3 sleepers manufactured during the day concerned shall be tested in accordance with section 7 of this specification.

- 2.5 100 mm Cubes may be used in place of 150 mm cubes so long as the largest aggregate particles do not exceed 10 mm.

## **APPENDIX C**

### **APPARATUS FOR MEASURING TOLERANCES**

This section describes typical equipment that may be used to measure tolerances.

C1 **Twist and Rail Seat Cant**

The relative twist between the rail seats and the rail seat cant shall be measured by means of an apparatus similar to the one illustrated in sketch A.

C2 **Rail Seat Width**

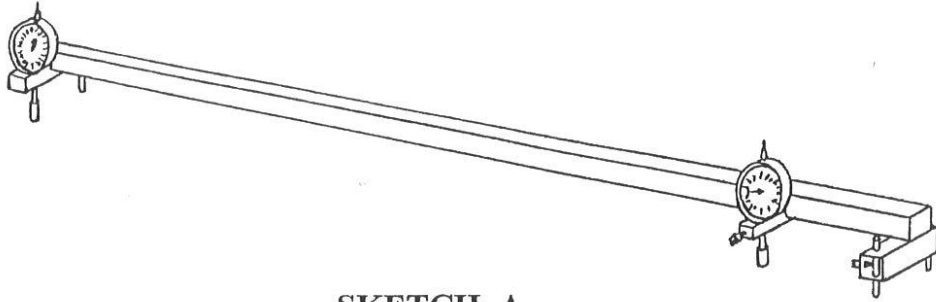
Rail seat width shall be measured by means of an apparatus similar to the one illustrated in sketch B.

C3 **Flatness of Rail Seat**

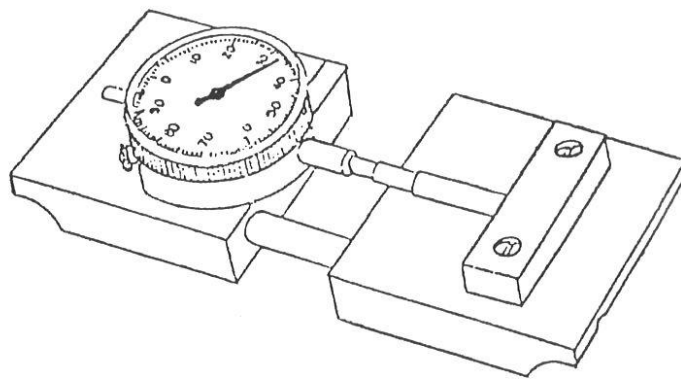
The flatness of the rail seat shall be measured by means of an apparatus similar to the one illustrated in sketch C.

C4 For each of the forgoing measurement as well as for all the measurements in section 10 the manufacturer shall make available apparatus at his factory for the use by the Transnet Freight Rail's inspectors.

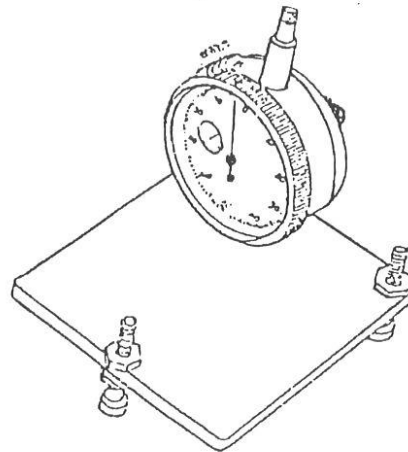




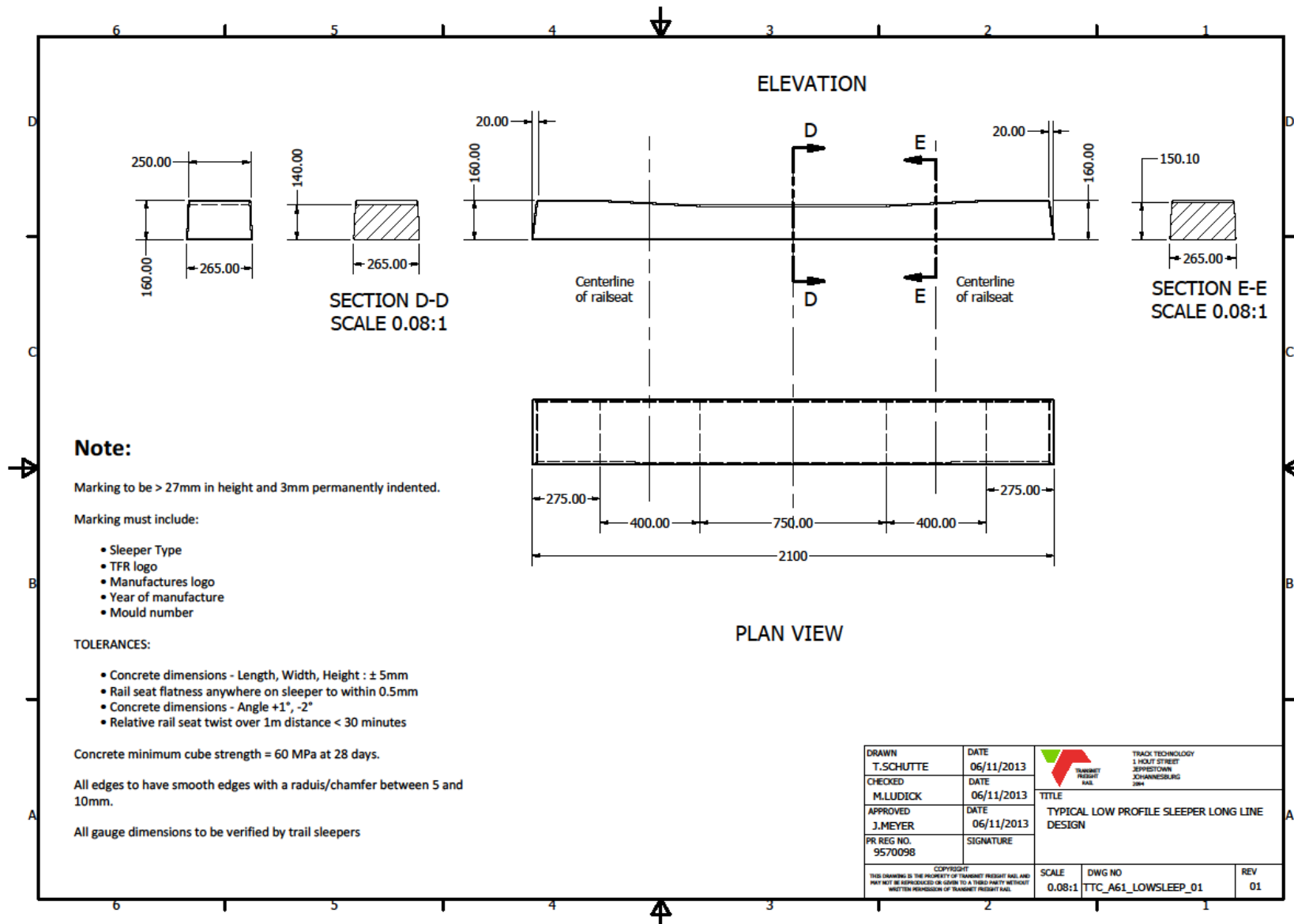
SKETCH A



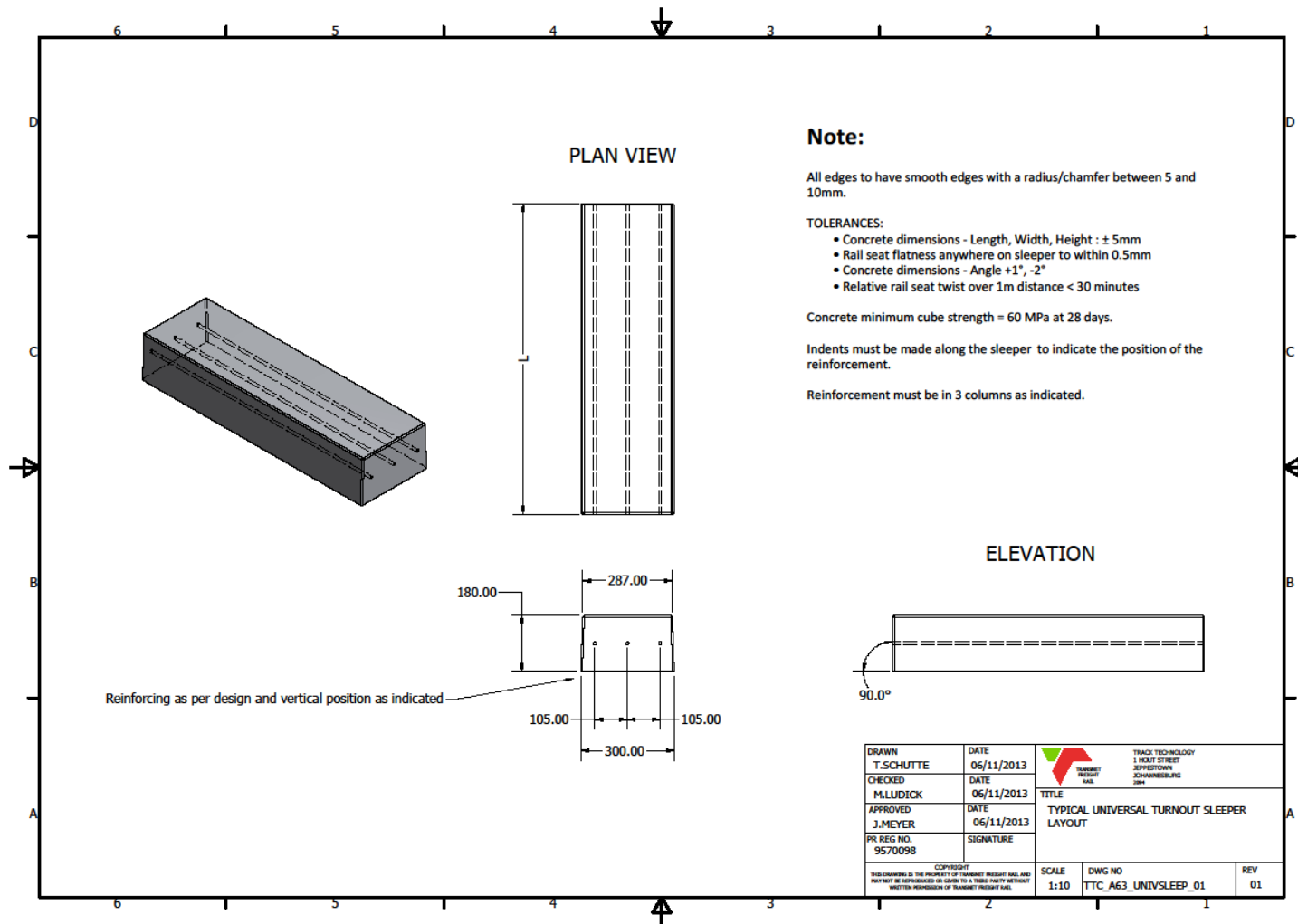
SKETCH B

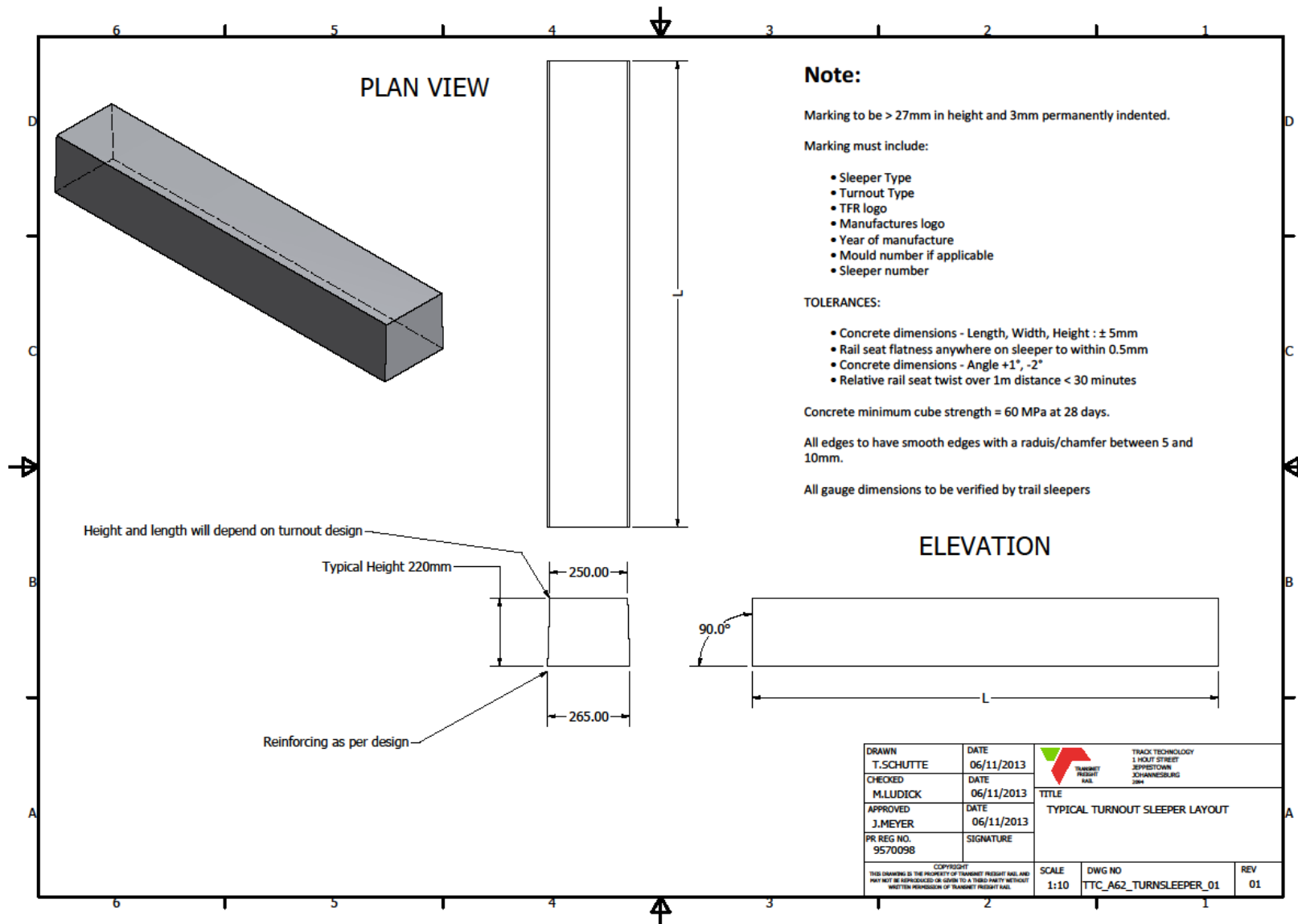


SKETCH C



Appendix D1





Appendix D3