Tender No: B2

BZ-15043



Vendor No: 11001386

BOARD LIST
BOARD LIST
TRANSNET FREIGHT RAIL
PROCUREMENT DEPARTMENT
2000

Purchaser : Bonga Zuma
Telephone : 013 656 3450

Fax Number:

Please quote reference:

B15/6000606237

Deliver to:

Company TFR Pretoria Supply Chain Services 34 Carlton Centre 0001 Johannesburg Closing Date Validity Date RFO No :27.08.2014 :27.11.2014 :6000606237

### 1. RETURN OF QUOTATION/S:

1.1 QUOTATION/S MUST BE SUBMITTED PUNCTUALLY AT 10:00 ON THE CLOSING DATE AND LATE QUOTATIONS WILL NOT BE CONSIDERED.

1.2 IF DELIVERED BY HAND:

THE CHAIRMAN
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
GROUND FLOOR, INYANDA HOUSE
21 WELLINGTON ROAD
PARKTOWN

2001

1.4 IF FAXED:

011 774 9129 011 774 9186

**JOHANNESBURG** 

CONTACT NO'S: THULI MATHEBULA - 011 544 9497

LOLO SOKHELA - 011 544 9494 PRUDENCE NKABINDE - 011 544 9486

### 2. CONDITIONS:

- 2.2 ANY PURCHASE ORDER PLACED AS A RESULT OF YOUR QUOTATION WILL BE SUBJECT TO THE STANDARD TERMS AND CONDITIONS OF CONTRACT, FORM US7, (LATEST) AND THE GENERAL TENDER CONDITIONS, FORM CSS5 (LATEST) AND CONDITIONS MENTIONED HEREIN.
- 2.3 TENDERERS MAY OFFER AN EARLIER VALIDITY DATE, BUT THEIR QUOTATION MAY, IN THAT EVENT, BE DISREGARDED FOR THIS REASON.
- 2.4 TENDERERS ARE REQUIRED TO OFFER ONLY FIRM PRICES. PRICES SUBJECT TO REVIEW IN TERMS OF CLAUSE 32 OF FORM US7 WILL ONLY BE CONSIDERED SHOULD THE DELIVERY PERIOD REQUIRED EXCEED 6 MONTHS.
- 2.5 BEST DELIVERY TIME MUST BE OFFERED.

| DATE; | SIGNATURE OF TEN | NDERER(S): |  |
|-------|------------------|------------|--|
| COL   | ITACT DEDCOM     | TEL No:    |  |





19 August 2014 To whom it may concern

Dear Sir/Madam

**RFQ NO: BZ-15043** 

**INFARED TERMO GRAPHIC SCANNING** 

**BRIEFING / SITE MEETING** 

Venue:

**MIDDELBURG DEPOT, TBA** 

**MIDDELBURG RAILWAY STATION** 

Time:

09 H00

Date:

**22 AUGUST 2014 (FRIDAY)** 

This forms an integral part of the RFQ documents and must be signed and attached to your tender when submitted.

| Company name :              |      |
|-----------------------------|------|
| Address :                   |      |
| Respondent's representative | Date |

**Transnet SOC Ltd** Registration Number 1990/000900/30

Nzasm Building Room 210

Private Bag X34 Pretoria

Corner of Paul Kruger South Africa, 0001 and Minnaar street T +27 12 315 2059 Pretoria

0001

F +27 12 315 2138

An Authorised Financial Services Provider - FSP 18828

www.transnet.net

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- 2.6 DISCOUNT (TRADE DISCOUNT)/CASH DISCOUNT (CONDITONAL DISCOUNT)/ VALUE ADDED TAX (VAT) MUST BE SHOWN SEPARATELY.
- 2.7 TRANSNET RESERVES THE RIGHT TO NEGOTIATE PRICES AND COMMERCIAL ASPECTS AFTER THE CLOSING DATE



| DATE:                                     | SIGNATURE OF TENDERER(S): |  |
|---|---------------------------|--|
| DATE: ::::::::::::::::::::::::::::::::::: | SIGNATURE OF TENDERER(S)  |  |

Tender No:

Date

BZ-15043 19.08.2014 Paσe

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PROCUREMENT DEPARTMENT

2.8 DIRECT DELIVERY INTIMATES DELIVERY BEING EFFECTED INTO THE WAREHOUSE OR THE ACTUAL POINT OF SUPPLY AND SHOULD THEREFORE INCLUDE ANY TRANSPORTATION MODE DEEMED NECESSARY IN EXECUTING THIS METHOD OF DELIVERY BASIS IN ORDER TO MEET THE REQUIRED DELIVERY DATE.

#### TAX CLEARANCE CERTIFICATES:

The Regulations in terms of the Public Finance Management Act, 1999: Framework for Supply Chain Management as published in Government Gazette No. 25767 dated 5 December 2003, Clause 9 (1) (d), stipulates that the accounting officer or accounting authority of an institution to which these regulations apply must reject any bid from a supplier who fails to provide written proof from the South African Revenue that the supplier either has no outstanding tax obligations or has made arrangements to meet outstanding tax obligations.

Tenderers will be disqualified if a valid tax clearance certificate or written proof from the South African Revenue Service that supplier has made arrangements to meet outstanding tax obligations is not submitted with the tender.

### BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE)

Transnet fully endorses and supports the Government's Broad-based Black Economic Empowerment Programme and it is strongly of the opinion that all South African Business Enterprises have an equal obligation to redress the imbalances of the past.

Transnet will therefore prefer to do business with local business enterprises who share these same values. Transnet will endeavour to do business with local business enterprises that possess a BBBEE "recognition level" of at least a level 5. Transnet urges Tenderers (large enterprises and QSE's - see below) to have themselves accredited by any one of the various Accreditation Agencies available, who do their BBBEE ratings in accordance with the latest Codes (i.e. those promulgated on 9 February 2007) and whose names appear on the present ABVA (Association of BEE Verification Agencies) - "List of Full Members" as displayed on the ABVA website (www.abva.co.za). Although no agencies have, as yet, been accredited by SANAS (SA National Accreditation System), Transnet will, in the interim, accept rating

certificates of tenderers who have been verified by any of the listed agencies.

Enterprises will be rated by such agency based on the following:

- 1. Large Enterprises (i.e. annual turnover >R35million:
- " Rating level based on all seven elements of the BBBEE scorecard.
- 2. Qualifying Small Enterprises (QSE) (i.e. annual turnover >R5million but <R35million:
- " Rating based on any four elements of the BBBEE scorecard.

### NB:

- 3. Emerging Micro Enterprises (EME) (i.e. annual turnover <R5m) are exempted from being rated/verified:
- " Automatic rating of Level 4 BBBEE irrespective of race of ownership, i.e. 100% BBBEE recognition
- Black ownership >50% or Black Women ownership >30% automatically qualifies as Level 3 BBBEE, i.e. 110% BBBEE recognition
- " EME's should provide certified documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% from the EME's Auditor/Accounting Officer.
- 4. In addition to the above, Tenderers who wish to enter into a Joint Venture or subcontract portions of the contract to BBBEE companies, must state in their tenders the percentage of the total contract value that will be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and / or sub-contractor/s, as well as a breakdown of the distribution of the aforementioned percentage must also be furnished

In view of the high emphasis which Transnet places on Broad-based Black Economic Empowerment, Transnet will allow certain preference points for BBBEE in the evaluation of all responses. Depending upon the value of the ensuing business award (i.e. below or in excess of R2m), the 80/20 or 90/10 point preference systems will be utilized where BBBEE will count out of 20 or 10 respectively in the evaluation process.

EACH RESPONDENT IS REQUIRED TO FURNISH PROOF OF THE ABOVE TO TRANSNET. FAILURE TO DO SO WILL RESULT IN A

| DATE: | SIGNATURE OF TENDERER(S): |  |
|-------|---------------------------|--|

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Date

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SCORE OF ZERO BEING ALLOCATED FOR BBBEE.

Turnover: Kindly indicate your company's annual turnover for the past year R\_\_\_\_\_

- " If annual turnover <R5m, please attach certified confirmation from your Auditor/Accounting Officer
- " If annual turnover >R5m please attach original or certified copy of accreditation certificate and detailed scorecard by an ABVA accreditation agency (registered as a "Full Member")

#### **PAYMENT TERMS**

The following payment terms will apply as from 1 October 2008.

- " All suppliers will be paid 30 days from receipt of month end statement, i.e. payment term F055.
- " All CIDB suppliers will be paid 21 days from date of invoice, i.e. payment term F057

### SCHEDULE OF REQUIREMENTS

TENDERERS SHOULD INSERT THEIR PRICE/S UNDER THE APPROPRIATE HEADINGS HEREUNDER.

IN THIS REGARD THE TENDERER'S ATTENTION IS DIRECTED TO PARAGRAPH 16 OF FORM CSS5 (LATEST).

NB. TENDERERS OFFERING GOODS FROM IMPORTED SUPPLIES MUST SUBMIT THEIR PRICES ON THE DELIVERY BASIS APPEARING UNDER COLUMN (C) OF THIS SCHEDULE OF REQUIREMENTS.

We urge our clients & suppliers to report fraud/corruption at Transnet to TIP-OFFS ANONYMOUS: 0800 003 056".

"Transnet insists on honesty and integrity beyond reproach at all times and will not tolerate any form of improper influencing, bribery, corruption, fraud, or any other unethical conduct on the part of bidders/ Transnet employees. If, in the opinion of Transnet's Chief Operating Officer, a Tenderer / Contractor / Supplier has or has caused to be promised, offered or given to any Transnet Employee, any bribe, commission, gift, loan, advantage or other consideration, Transnet shall be entitled to revoke the tender / contract by following its internal policies that govern the Exclusion process. In such an event Transnet will be entitled to place any Tenderer / Contractor / Supplier who has contravened the provisions of Transnet's business ethics on its List of Excluded Tenderers. This List will also be distributed to all other State Owned Enterprises and Government Departments.

Transnet invites its valued suppliers to report any allegations of fraud Corruption or other unethical activities to Transnet Tip-offs Anonymous, at any of the following addresses / contact numbers:-

- \* Toll-free anonymous hotline- 0800 003 056
- \* Email Transnet@tip-offs.com
- \* Fax number 0800 007 788
- \* Freepost DN 298, Umhlanga Rocks, 4320

| <br>Prices in South African currency      |
|---|
| including the cost of packing and packing |

| DATE: | SIGNATURE OF TENDERER(S): |  |
|-------|---------------------------|--|
|       |                           | DESCRIPTION OF THE PROPERTY OF |

Tender No:

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Date

19.08.2014

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materials for delivery as follows:

A:

C

DIRECT

**EX OVERSEAS** 

DIRECT by rail to

by other

**WORKS** 

destination

means to

point

destination

(Railage a/c

point

.....)

Item

Qty

Material

Description

00010

-

Infrared thermo graphic scanning of rail

Activity

R..... Activity

......

.. R..... Activity

**Delivery Date: 10.09.2014** 

**FULL DETAILS OF DESCRIPTION** 

DATE: .....

SIGNATURE OF TENDERER(S):

Tender No: BZ-15043 Date : 19.08.2014

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DATE: .....

TRANSNET FREIGHT RAIL PROCUREMENT DEPARTMENT

| INOCOREMENT DEFARIMENT   |
|--|
| 3. ADDITIONAL INFORMATION REQUIRED: (WHERE APPLICABLE)   |
| 3.1 THE FOLLOWING ADDITIONAL INFORMATION IS REQUIRED:  |
| (A) DISCOUNT:  |
| (B) SETTLEMENT DISCOUNT:   |
| (C) PRICE/S FIRM:  |
| (D) PRICE/S FIRM UNTILTHEREAFTER SUBJECT TO REVIEW.  |
| (E) PRICE/S NOT FIRM:  |
| (F) SABS MARK:   |
| (G) SABS PERMIT NO:  |
| (H) BRAND/MAKE/TYPE:   |
| (I) FULL NAME AND ADDRESS OF MANUFACTURER.   |
|  |
|  |
|  |
| (J) FULL NAME AND ADDRESS OF INSPECTION POINT:   |
|  |
|  |
|  |
| (K) COUNTRY OF ORIGIN:   |
|  |
| (L) YEAR 2000 CONTRACT COMPLIANT :   |
| Vendors/Proposers shall indicate their year 2000 compliance with   |
| A. Technology Products,  |
| B. Equipment, Products, Components or Parts  |
| C. "Products" and Services   |
| Non-Compliance with either (A) or (B) shall result in your bid/proposal being deemed non-responsive. Non-compliance with (C) may cause you       |
| bid/proposal to be deemed non-responsive. If you indicate that none of the following apply, please provide a written justification for your      |
| determination. Transnet will review this justification and will make a final determination.  |
| Transfer will review this justification and will make a final determination.   |
| "Year 2000 Compliant" means that (A) the Information Technology (B) Equipment/Products/Components/Parts (Collectively "Products")supplie         |
| (C)"Products" and Services contracted, will accurately process date and time data from into and between the 20th and 21st centuries. The         |
|  |
| year 1999 and 2000 and for all leap years. "Process date and time data" includes, but is not limited to, data calculation, logistical functions, |
| program branching, format conversion, edits and validations, and the use of dates in comparisons, sorting, sequencing, merging,                  |
| retrieving, searching and indexing. Furthermore, year 2000 compliant, when (A) used in combination with other information technology, (B)        |
| used in combination with other products, (C) used in combination with their (Vendor) other date required interfaces, shall accurately process    |
| date and time data (A) if the other technology, (B) if the other "Products", (C) either passed to or received from their other                   |
| customers/suppliers,properly exchange date and time data with it/them.   |
|  |
| Complex Page and Complex All All All All All All All All All Al  |
| Comply : Does not Comply :Not applicable :   |
|  |
| Justification:   |
| JUSTINICATION  |
|  |
|  |
| (M) CURRILIO MATERIAL  |
| (M) SURPLUS MATERIAL:  |
|  |
|  |
|  |
|  |
|  |

SIGNATURE OF TENDERER(S):

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TRANSNET FREIGHT RAIL PROCUREMENT DEPARTMENT

|  | TATION SUBMITTED:  |
|--|--|
| (N) PAYMENT OVEF   |  |
|  | NET LIMITED IS REQUESTED BY THE TENDERER TO EFFECT PAYMENT OVERSEAS DIRECT TO  |
|  | INCIPAL/SUPPLIER THE FOLLOWING INFORMATION IS REQUIRED:  |
|  | ATE ON WHICH THE QUOTATION PRICE IS BASED: R1,00 (S.A. CURRENCY) BEING EQUAL TO  |
|  | (FOREIGN CURRENCY) IN RELATION TO THE QUOTATION PRICE TO BE REMITTED OVERSEAS:   |
| ***************************************                                  | WINDS THE GOOTH THOSE TO BE TENITY TED OVERGEAG.   |
| * NAME OF COU  | NTRY TO WHICH PAYMENT IS TO BE MADE:   |
| ***************************************                                  |  |
|  |  |
|  | ATE OF EXCHANGE RATE:  |
|  | S NAME AND FULL ADDRESS:   |
| DEIVEL TODATT  | TYANIE AND TOLE ADDICESS.  |
| ***************************************                                  |  |
| ************************   |  |
| * BENEFICIARY'S  | S BANKERS AND FULL ADDRESS:  |
| ********************   |  |
| ***************************************                                  |  |
| * ADDI IOADI E AA  | OCCUPITAL MARCED   |
| APPLICABLE AC  | CCOUNT NUMBER:   |
|  |  |
|  |  |
| (O) DELIVERY   | DATE:  |
| (O) DELIVERY I<br>TENDERE  |  |
| TENDERE  | DATE:<br>RS MUST FURNISH THEIR ACTUAL DELIVERY AND MANUFACTURNG PERIOD HEREUNDER<br>STANDING THE DELIVERY DATES SPECIFIED BY TRANSNET.   |
| TENDERE  | RS MUST FURNISH THEIR ACTUAL DELIVERY AND MANUFACTURNG PERIOD HEREUNDER  |
| TENDERE!<br>NOTWITHS   | RS MUST FURNISH THEIR ACTUAL DELIVERY AND MANUFACTURNG PERIOD HEREUNDER STANDING THE DELIVERY DATES SPECIFIED BY TRANSNET.   |
| TENDEREI<br>NOTWITHS<br>THE FOLLO  | RS MUST FURNISH THEIR ACTUAL DELIVERY AND MANUFACTURNG PERIOD HEREUNDER STANDING THE DELIVERY DATES SPECIFIED BY TRANSNET.  OWING MUST ALSO BE FURNISHED IN REGARD TO THE ABOVE:   |
| TENDEREI<br>NOTWITHS<br>THE FOLLO<br>1. PERIOD                           | RS MUST FURNISH THEIR ACTUAL DELIVERY AND MANUFACTURNG PERIOD HEREUNDER STANDING THE DELIVERY DATES SPECIFIED BY TRANSNET.  OWING MUST ALSO BE FURNISHED IN REGARD TO THE ABOVE:  REQUIRED TO OBTAIN RAW MATERIAL(DAYS)  |
| TENDEREI<br>NOTWITHS<br>THE FOLLO<br>1. PERIOD<br>2. MANUFA              | RS MUST FURNISH THEIR ACTUAL DELIVERY AND MANUFACTURNG PERIOD HEREUNDER STANDING THE DELIVERY DATES SPECIFIED BY TRANSNET.  OWING MUST ALSO BE FURNISHED IN REGARD TO THE ABOVE:  REQUIRED TO OBTAIN RAW MATERIAL(DAYS)  ACTURING PERIOD(DAYS)   |
| TENDEREI<br>NOTWITHS<br>THE FOLLO<br>1. PERIOD<br>2. MANUFA              | RS MUST FURNISH THEIR ACTUAL DELIVERY AND MANUFACTURNG PERIOD HEREUNDER STANDING THE DELIVERY DATES SPECIFIED BY TRANSNET.  OWING MUST ALSO BE FURNISHED IN REGARD TO THE ABOVE:  REQUIRED TO OBTAIN RAW MATERIAL(DAYS)  |
| TENDEREI<br>NOTWITHS<br>THE FOLLO<br>1. PERIOD<br>2. MANUFA<br>3. PERIOD | RS MUST FURNISH THEIR ACTUAL DELIVERY AND MANUFACTURNG PERIOD HEREUNDER STANDING THE DELIVERY DATES SPECIFIED BY TRANSNET.  OWING MUST ALSO BE FURNISHED IN REGARD TO THE ABOVE:  REQUIRED TO OBTAIN RAW MATERIAL(DAYS)  ACTURING PERIOD(DAYS)  TO TRANSPORT MATERIAL TO DESTINATION(DAYS) |
| TENDEREI<br>NOTWITHS<br>THE FOLLO<br>1. PERIOD<br>2. MANUFA<br>3. PERIOD | RS MUST FURNISH THEIR ACTUAL DELIVERY AND MANUFACTURNG PERIOD HEREUNDER STANDING THE DELIVERY DATES SPECIFIED BY TRANSNET.  OWING MUST ALSO BE FURNISHED IN REGARD TO THE ABOVE:  REQUIRED TO OBTAIN RAW MATERIAL(DAYS)  ACTURING PERIOD(DAYS)   |
| TENDEREI<br>NOTWITHS<br>THE FOLLO<br>1. PERIOD<br>2. MANUFA<br>3. PERIOD | RS MUST FURNISH THEIR ACTUAL DELIVERY AND MANUFACTURNG PERIOD HEREUNDER STANDING THE DELIVERY DATES SPECIFIED BY TRANSNET.  OWING MUST ALSO BE FURNISHED IN REGARD TO THE ABOVE:  REQUIRED TO OBTAIN RAW MATERIAL(DAYS)  ACTURING PERIOD(DAYS)  TO TRANSPORT MATERIAL TO DESTINATION(DAYS) |
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| TENDEREI<br>NOTWITHS<br>THE FOLLO<br>1. PERIOD<br>2. MANUFA<br>3. PERIOD | RS MUST FURNISH THEIR ACTUAL DELIVERY AND MANUFACTURNG PERIOD HEREUNDER STANDING THE DELIVERY DATES SPECIFIED BY TRANSNET.  OWING MUST ALSO BE FURNISHED IN REGARD TO THE ABOVE:  REQUIRED TO OBTAIN RAW MATERIAL(DAYS)  ACTURING PERIOD(DAYS)  TO TRANSPORT MATERIAL TO DESTINATION(DAYS) |
| TENDEREI<br>NOTWITHS<br>THE FOLLO<br>1. PERIOD<br>2. MANUFA<br>3. PERIOD | RS MUST FURNISH THEIR ACTUAL DELIVERY AND MANUFACTURNG PERIOD HEREUNDER STANDING THE DELIVERY DATES SPECIFIED BY TRANSNET.  OWING MUST ALSO BE FURNISHED IN REGARD TO THE ABOVE:  REQUIRED TO OBTAIN RAW MATERIAL(DAYS)  ACTURING PERIOD(DAYS)  TO TRANSPORT MATERIAL TO DESTINATION(DAYS) |

DATE: ..... SIGNATURE OF TENDERER(S):

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| DATE: | SIGNATURE OF TENDERER(S): | -2.000000000000000000000000000000000000 |
|-------|---------------------------|---|



### **Contract Data**

Name

The Employer is

| Address                         | $2^{nd}$ Floor, Room 210, Nzasm Building, Cnr Minnaar & Paul Kruger Street Pretoria 0002   |
|---------------------------------|--|
| Telephone                       | (013) 656 4254   |
| E-mail                          | Matete.Madisha@transnet.net  |
| The works is                    | Infrared thermo graphic scanning of railway electrification equipment, processing of data and the presentation on 3KV DC line under Witbank Depot. |
| The site is                     | Witbank Depot  |
| The starting date is            |  |
| The completion date is          |  |
| The reply period is             | weeks  |
| The defects date is             | weeks after completion   |
| The defect correction period is | weeks  |
| The delay damages are           | per day  |
| The assessment day is the       | 13 <sup>th</sup> (thirteen) of each month  |
| The retention is                | 10% Percent  |
| Does the United Kingdom Housi   | ng Grants, Construction and  |
| Regeneration Act (1996) apply?  |  |
| The Adjudicator is              |  |
| Name                            | To be advised if disputes arise  |
| Address                         |  |
| Telephone                       | Fax No   |
| E-mail                          |  |

**Transnet Limited Trading as Transnet Freight Rail** 



### **Contract Data**

| The interest rate on late payment is   |
|--|
| The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer</i> 's property in excess of For any one event.      |
| The <i>Employer</i> provides this  |
| Insurance Transnet Principal Control Insurance   |
| The minimum amount of cover for the third insurance stated in the  |
| Insurance Table is   |
| The minimum amount of cover for the fourth insurance stated in the   |
| Insurance Table is <b>Not applicable</b>   |
| The adjudicator nominating  Body is The Chairman of the Association of Arbitrators (Southern Africa)   |
| The tribunal is <b>Arbitration</b>   |
| If the tribunal is arbitration, The arbitration procedure is the rules for the Conduct of Arbitrators of the Association of Arbitrator (Southern Africa) |
|  |

The *conditions of contract* are the NEC3 Engineering and Construction Short Contract (June 2005) and the following additional conditions:



### 1. CONTRACTUAL OBLIGATIONS

- 1.1 The Contractor shall take full responsibility for and shall warrant the suitability and operational compliance of the equipment provided by him for performing the work in accordance with the contract specifications.
- 1.2 The Contractor shall be competent to perform the work required in terms of the contract and shall warrant the competence of persons appointed by him to perform the work.
- 1.3 The Contractor shall perform all the duties and functions required in terms of the contract and shall comply with all reasonable instructions and directions of the Supervisor or his duly authorised deputy in respect of performing the contract work and compliance with Transnet Freight Rail's health and safety requirements.
- 1.4 The Contractor shall not make use of any sub-contractor to perform the works or parts thereof without prior permission from the Project Manager or Supervisor.
- 1.5 The Contractor shall supply a site diary (triplicate copies). This book shall be used to record daily happening such as identifying the sections scanned, and any unusual events during the period of the work. Any delays to the work shall also be recorded, such as delays caused by poor weather conditions, delays caused by scanning being cancelled, etc. The appointed Project Manager or Supervisor must be informed and such Transnet Freight Rail depot personnel accompanying the scan.
- 1.6 The Contractor shall supply a site instruction book (triplicate copies). This book shall be used to record any instructions to the Contractor regarding problems encountered on site for example the quality of work or the placement of equipment. This book shall be filled in by the Project Manager, Supervisor or Supervisor deputy and must be countersigned by the Contractor.
- 1.7 Both books mentioned above shall be the property of Transnet Freight Rail and shall be handed over to the Project Manager or Supervisor on the very last day of submitting payment for work done.
- 1.8 Should a planned equipment scan be cancelled at short notice (less than 12 hours) through no fault of the Contractor, the Contractor may claim compensation for his staff at the agreed rate in the schedule of quantities and prices.
- 1.9 The Contractor is responsible for transport of his staff and equipment between centres/infra-areas.
- 1.10 All post-processed reports shall be submitted to the Supervisor within two weeks after a successful scan within a depot's boundaries. This may exclude sections that have to be rescanned for whatever reason, and which were done later or will still be done. Failure to comply with this clause will result in a 2.5% penalty per day calculated on the normal payment for sections represented in the delayed report.
- 1.11 Payment for reports shall be made after the information is verified. Transnet Freight Rail will, prior to payment but within ten calendar days from receiving the reports, performs verification of the physical defect locations and of data format purity. Should quality shortcomings be identified, the Contractor will be expected to redo the post processing where after the Transnet Freight Rail will repeat the verification process. If there is no improvement, the non-performance clause, which forms part of the general conditions of contract shall govern/ enforced.



### 2. TENDERING PROCEDURE

- 2.1 An addendum reflecting changes to the project specification and 'Bill of Quantities' shall be forwarded to Contractors after the site meeting and Contractors shall quote accordingly, failure of which will result in disqualification.
- 2.2 Contractors shall duly fill in the attached 'Bill of Quantities'. Items not reflected in the 'Bill of Quantities', but covered in the project specification or agreed at site meetings, shall be added to the 'Bill of Quantities' by the Contractor and quoted for accordingly.
- 2.3 Contractors shall submit qualifications of staff that will be performing the works. Only qualified technical personnel shall perform the works on the electrical equipment or installations thereof.
- 2.4 During the duration of the contract, the successful Contractor shall be required to inform the Supervisor of any staff changes and provide the qualifications of the replacement staff for approval.
- 2.5 Contractors shall indicate clause-by-clause compliance with the specifications. This shall take the form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or non-compliance. This document can be used by Contractors to elaborate on their clause.
- 2.6 Contractors shall motivate a statement of non-compliance.
- 2.7 The Schedule of Prices makes provision for tenderers to quote the following unit prices:-
- 2.7.1 A rate per km to scan overhead track equipment. This rate shall include the cost of all reports compiled per section.
- 2.7.2 A rate per hour for overtime. This rate shall cover the cost of all personnel.
- 2.7.3 A rate per hour for Sunday time. This rate shall cover the cost of all personnel.
- 2.7.4 A rate per hour for work on public holidays. This rate shall cover the cost of all personnel.
- 2.7.5 A rate per for accommodation. This rate shall cover all costs of accommodation associated expenses for the Contractor's personnel while away from their headquarters.
- 2.7.6 A rate per kilometre for travelling. This rate shall cover the costs per kilometre travelled by the Contractor's personnel between the Contractor's headquarters and the departure site in an Infrastructure Area. The Transnet Freight Rail railway network country-wide is divided into "Infrastructure Areas" and work places/route lengths are designated with reference to the Infrastructure Area where work is to be performed. (See annexure 2 for details of the Infrastructure Areas.)



- 2.7.7 A rate per day to compensate the Contractor for cancellation of trains at short notice.
- 2.7.8 A rate per hour for waiting for trains will only be in effect if the minimum of five hours of scanning is not achieved.
- 2.8 The report must be compatible with current program used at Transnet Freight rail to be able to be opened on Any computer by Transnet staff.
- 2.9 Contractors shall submit descriptive literature consisting of detailed technical specifications, generalConstructional details and principal dimensions, together with clear illustrations of the equipment offered.
- 2.10 During the duration of the contract period, the successful Contractor shall be required to inform the Project Manager / Supervisor of any changes to equipment offered and submits detailed information on replacement Equipment for approval prior to it being used on this contract.

| Contract Data                      |   |
|------------------------------------|---|
| The Contractor's Office            |   |
| The Contractor is                  |   |
| Name                               |   |
| Address                            |   |
|                                    |   |
| Telephone                          | Fax No  |
| E-mail                             |   |
| The percentage for ov              | erheads and profit added to the Defined Cost for people is%.  |
| The percentage for ov              | erheads and profit added to other Defined Cost is %.  |
|                                    | vide the Works in accordance with the <i>conditions of contract</i> for an amount to be ith the <i>conditions of contract</i> . |
| The offered total of the Prices is |   |
| Signed on behalf of the Cont       | ractor  |
| Name                               |   |



| Position  |      |
|-----------|------|
| Signature | Date |

### The Employer's Acceptance

The *Employer* accepts the *Contractor*'s Offer to Provide the Works

| Signed on behalf of the <i>Employer</i> |      |
|---|------|
| Name                                    |      |
| Position                                |      |
| Signature                               | Date |

| ontract<br>rice Lis |   |                        |              |      |       |
|---------------------|---|------------------------|--------------|------|-------|
| Item                | Approximate Section                           | Unit                   | Qua<br>ntity | Rate | Price |
| A                   | Witbank Depot                                 |                        |              |      |       |
| 1                   | Scanning and compilation of exception reports | KM                     | 322          |      |       |
| 2                   | Accommodation                                 | Day                    | 5            |      |       |
| 3                   | Travelling to the Depot                       | KM                     | 2000         |      |       |
| 4                   | Train cancellation by Transnet Freight Rail   | Per<br>cancela<br>tion | 5            |      |       |
| 5                   | Waiting time for train                        | hr.                    | 48           |      |       |
| 6                   | P's and G's                                   | Sum                    | 1            |      |       |
|                     | Gross Total =                                 |                        | R            |      |       |
|                     | VAT =   |                        | R            |      |       |
|                     | Amount Due =                                  |                        | R            |      |       |



| Witbank Depot   Rayton – Witbank   Twice/year   82km   3KV DC   Consists/YQ   Witbank – Goedgeluk   Twice/year   143km   3KV DC   Consists/YQ   Derwent – Roossenekal   Twice/year   97km   3KV DC   Consists/YQ   Total KM's =   322km | Approximate Section   | Scan/yr.   | Approx.<br>KM's | Elect Type | Methods of<br>Scanning |
|---|-----------------------|------------|-----------------|------------|------------------------|
| Rayton – Witbank  Witbank – Goedgeluk  Twice/year  Twice/year  Twice/year  143km  3KV DC  Consists/YQ  Consists/YQ  Twice/year  97km  3KV DC  Consists/YQ  Consists/YQ  | Withank Denot         |            |                 |            |                        |
| Witbank – Goedgeluk Twice/year 143km 3KV DC Consists/YQ  Derwent – Roossenekal Twice/year 97km 3KV DC Consists/YQ   |                       | Twice/year | 82km            | 3KV DC     | Consists/YQ            |
| 37811   | Witbank – Goedgeluk   | Twice/year | -               | 3KV DC     | Consists/YQ            |
| Total KM's = 322km  | Derwent – Roossenekal | Twice/year | 97km            | 3KV DC     | Consists/YQ            |
|   | Total KM's =          | J.,        | 322km           |            |                        |
|   |                       |            |                 |            |                        |



### Contract Data

### Works Information

### 3. Description of work

their needs.

- 3.1 The Working Area shall be the overhead track equipment owned and maintained by Transnet Freight Rail at any Work location within the borders of the Depot Engineer Managers Witbank Depot
- 3.2 The estimated total distance of overhead lines to be scanned is
- . The overhead lines will be scanned during the night. It is expected between 50 km and 500 km and an average of five hours can be scanned per night. Transnet Freight Rail does not guarantee the estimated km scanned will be achieved on the night. The depot will, therefore determine the section to be scanned per night to suit
- 3.3 The Supervisor will determine the Working Areas where the scanning of the overhead track equipment shall be done, and shall instruct the Contractor regarding the priorities and programme for performance of the Work with regular updates.
- 3.4 The Contractor shall perform the following according to the scope of work:
  - 3.4.1 Mount and dismount under supervision, the infrared camera onto- or from the stationary locomotive.
  - 3.4.2 Perform the job only during the night.
  - 3.4.3 The Contractor shall test his/her equipment prior to starting a scanning trip.
  - 3.4.4 The Contractor shall set the infrared camera to clearly view the conductors and or track switches to be scanned.
  - 3.4.5 The Contractor shall record the exception events and GPS co-ordinates continuously.
  - 3.4.6 After every scan, the Contractor shall label the recordings according to the depot name and section scanned.
  - 3.4.7 The Contractor shall sign the site diary and site instruction book an every scanning trip.
- 3.5 Contractor shall compile and submit pantograph flash report together with the hotspot report.
- 3.6 Transnet will arrange foot-plate certificate to accompany the train.

### 4. INSTALLATION

- 4.1 The Contractor shall design clamps and fasteners that will fit to all Transnet Freight Rail's locomotive consist. The design shall be such as to facilitate the equipment to be quickly and securely attached near "LIVE" equipment while stationery in a yard or station area, and in compliance with Transnet Freight Rail's safety requirements.
- 4.2 No drilling or other method shall be used which cause damage to the locomotive.
- 4.3 The Contractor shall, under supervision, be responsible for mounting, connecting his/her equipment in such a way



that the wires are not preventing the staff free movement and dismantling of the equipment from the locomotive.

### 5. WORK TO BE DONE BY TRANSNET FREIGHT RAIL

- 5.1 Transnet Freight Rail shall, subject to its access control, security and safety arrangements; provide to the Contractor such access as is required to perform the works.
- 5.2 Transnet Freight Rail will provide transport for the Contractor's staff between the point of rendezvous as agreed and the point of arrival or departure of the train within a maximum range of 20km.
- 5.3 Transnet Freight Rail's Electrical Officer shall be available to co-ordinate the Contractor's performance of the work and to supervise the Contractor performing work in close proximity to "LIVE" overhead electrical equipment, such as mounting or detaching the equipment onto- or from a locomotive.
- The Supervisor or his deputy shall determine on which train and/or locomotive the infrared scanning equipment shall be mounted in order to optimise, as far as possible, the scanning time. He shall advise the Contractor seven (7) calendar days in advance of the section, time and rendezvous for accompanying the Contractor to the locomotive.
- 5.5 The Supervisor or his deputy shall do verification audits on each report, before making payments and dispatching reports to respective depots.
- 5.6 The Supervisor or his deputy accompanying the Contractor shall monitor and record all scanning operations and certify payment therefore in accordance with the contract.
- 5.7 The Supervisor or his deputy shall ensure that parties involved in making payments sign the site diary and instruction book accordingly.
- Transnet authorization Category-C is required of any person who works on electrification equipment near (within 3-m of) "live" equipment. A Category-C authority certificate is issued on the successful completion of a training module and written test to persons who are working near "LIVE" equipment's. The training module is presented over four days.

| Item no. | Specification no. | Description   |
|----------|-------------------|---|
|          |                   |   |
| 2.1      | E4E (August 2006) | Safety arrangements and procedural compliance with the Occupation |
|          |                   | Health and Safety Act, Act 85 of 1993 and regulations             |
| 2.2      | BBD5814           | Specification for Infra-red Thermo graphic Scanning of            |



Overhead Track Equipment

2.3 E7/1

Specification for Works On-, Over-, Under- or Adjacent to Railway Lines and near High Voltage Equipment

