

TRANSNET SOC LTD

[Registration No. 1990/000900/30]

REQUEST FOR INFORMATION [RFI]

Information is required to enable Transnet to;

- establish those parties interested in continued participation in this procurement process
- review and evaluate Level Crossing Systems for use on steel bridges
- use the received information to update the user requirement specification [URS]

THEREAFTER

THROUGH A SEPARATE "CLOSED TENDER" [RFP] PROCESS

- to appoint Service Providers to supply Level Crossing System to be Tested by Transnet Freight Rail's Technology Management Department

RFI NUMBER : HOAC-HO-18714
ISSUE DATE : 01 September 2015
CLOSING DATE: 22 September 2015
CLOSING TIME: 10:00

NON-COMPULSORY BRIEFING SESSION:

A NON- COMPULSORY BRIEFING SESSION WILL BE HELD AT THE FOLLOWING VENUE:

TIME : 12:00
DATE : 11th SEPTEMBER 2015
VENUE : TRANSNET FREIGHT RAIL
INYANDA HOUSE 2
15 GIRTON ROAD
BOMBELA BOARDROOM, Ground FLOOR, INYANDA 2,
PARKTOWN
JOHANNESBURG

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**RFI FOR THE PROVISION OF UPDATED LEVEL CROSSING SYSTEM
FOR TRANSNET SOC LTD OPERATING AS TRANSNET FREIGHT RAIL**

Section 1: NOTICE TO RESPONDENTS

1. INFORMATION REQUEST

Information is requested from interested persons, companies, close corporations or enterprises [hereinafter referred to as the **Respondent(s)**] to supply the aforementioned information to Transnet.

DESCRIPTION	RFI for Provision of Updated Level Crossing Design for Transnet SOC Ltd operating as Transnet Freight Rail.
BID FEE AND BANKING DETAILS	This RFI is issued free of charge.
COLLECT DOCUMENTS FROM	The office of the Secretariat Ground Floor Inyanda House 1 Wellington Road Parktown, 2193
ISSUE DATE AND COLLECTION DATE DEADLINE	Between 09:00 and 15:00 from 01 September 2015 until 11 September 2015.
NON COMPULSORY BRIEFING SESSION	Yes. Refer to paragraph 2 below and cover page for details.
CLOSING DATE	10:00 on Tuesday, 22 September 2015 Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.

Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.

2. FORMAL BRIEFING

A non-compulsory RFI briefing will be conducted at Bombela Boardroom, Ground floor, Inyanda House 2, 15 Girton Road, on the **11 September 2015**, at 12:00 pm for a period of ± 2 hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

2.1 Despite the briefing session being non-compulsory, Transnet nevertheless encourages all respondents to attend. Transnet will not be held responsible if any respondents who did not attend the non-compulsory session subsequently feel disadvantaged as a result thereof.

3. RESPONSE SUBMISSION

Proposals must be submitted in a sealed envelope addressed as follows:

The Secretariat, Transnet Acquisition Council	
RFI No:	HOAC-HO-18714
Description	RFI for the provision of updated level crossing system for Transnet SOC Ltd operating as Transnet Freight Rail
Closing date and time:	22 September 2015 at 10:00 am
Closing address	21 Wellington Road, Inyanda house 1

All envelopes must reflect the return address of the Respondent on the reverse side.

4. DELIVERY INSTRUCTIONS FOR RFI

Delivery by hand

If delivered by hand, the envelope must be deposited in the Transnet tender box which is located at Ground Floor Inyanda House 1, Wellington Road, Parktown, and must be addressed as follows:

THE SECRETARIAT
TRANSNET ACQUISITION COUNCIL
INYANDA HOUSE 2
GROUND FLOOR, TENDER BOX
21 WELLINGTON ROAD
PARKTOWN 2193

- 4.1 The measurements of the "tender slot" are 400mm wide x 100mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 3 above.
- 4.2 It should also be noted that the above tender box is located at the Ground floor inside the main entrance in Wellington Road and is accessible to the public from 9:00 am until 15:30 pm, Mondays to Fridays.

Dispatch by courier

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Transnet Acquisition Council and a signature obtained from that Office:

THE SECRETARIAT
TRANSNET ACQUISITION COUNCIL
INYANDA HOUSE 1
GROUND FLOOR, TENDER BOX
21 WELLINGTON ROAD
PARKTOWN 2193

If responses are not delivered as stipulated herein, such responses will not be considered.

No email or faxed responses will be considered, unless otherwise stated herein.

The responses to this RFI will be opened as soon as possible after the closing date and time.

Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. technical compliance, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.

Envelopes must not contain documents relating to any RFI other than that shown on the envelope.

5. BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

As described in more detail in the attached BBEE Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPFPA), Act 5 of 2000 and its Regulations, Respondents are to note that during the subsequent RFP stage, Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

Note: Should a JV be envisaged the principal Respondent is required to submit the required responses as indicated above.

The value of the forthcoming bid is estimated to exceed R1 000 000 (all applicable taxes included); and therefore the 90/10 system shall be applicable.

5.1 B-BBEE Joint Ventures or Consortiums

Bidders may choose during the subsequent RFP process to enter into a Joint Venture with B-BBEE companies. RFP Bidders will also be required to submit a signed JV agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. Alternatively, if such a JV or consortium agreement is unavailable, 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 the 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.

Please indicate below whether your entity has an existing JV, and if so, provide details, including details of the percentage split of business, or whether your entity intends to create a JV relationship for RFP purposes:

5.2 Subcontracting

Transnet fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting during the subsequent RFP process, Respondents are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by

Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators¹.

If contemplating subcontracting, please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its RFP Proposal that such Respondent intends subcontracting more than 25% [twenty-five percent] of the value of the contract to an entity/entities that do not qualify for at least the same points that the Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

A person awarded a contract may not subcontract more than 25% [twenty-five percent] 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 subcontracted to an EME that has the capability and ability to execute the subcontract.

Please indicate below whether your entity has an existing subcontractor(s), and if so, provide details, including details of the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-contractor/s, or whether your entity intends to create a subcontracting relationship for RFP purposes:

5.3 B-BBEE Improvement Plan

Transnet encourages its Suppliers to constantly strive to improve their B-BBEE rating. As such, Transnet requests that Respondents to the subsequent RFP submit a B-BBEE improvement plan. Respondents will be requested to indicate the extent to which they will maintain or improve their B-BBEE status over the contract period.

5.4 Supplier Development Initiatives

Historically in South Africa there has been a lack of investment in infrastructure, skills and capability development and inequality in the income distribution and wealth of a significant portion of the population. There have been a number of Government initiatives developed to address these challenges. In particular, the New Growth Path [NGP] and New Development Plan [NDP] aligns and builds on previous policies to ensure the achievement of Government’s development objectives for South Africa.

Transnet fully endorses and supports Government’s economic policies through its facilitation of Supplier Development [SD] initiatives. Hence Respondents will be required to submit their commitments with regard to Supplier Development Initiatives over the duration of any subsequent contract.

As an indication of the significance which Transnet places on economic development, in the forthcoming RFP, it is envisaged that Supplier Development will be incorporated into the RFP.

¹ The Minister of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.

6. COMMUNICATION

6.1 For specific queries relating to this RFI, an RFI Clarification Request Form should be submitted to Khayakazi Magopheni before **12:00 on 18 September 2015**, 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 then be made available to the other Respondents who have collected RFI documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with the **correct** contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.

7. CONFIDENTIALITY

7.1 All information related to this RFI 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 gleaned from provision of the Goods, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

8. INSTRUCTIONS FOR COMPLETION OF RFI

- 8.1 RFI proposals must be submitted in duplicate hard copies [1 original and 1 copy] and must be bound.
- 8.2 All returnable documents listed in the expression of interest [section 4] in this RFI must be returned with your submission.
- 8.3 The person or persons signing the submission must be legally authorised by the respondent to do so.

9. STATUS OF THIS RFI AND SUBSEQUENT PROCESS

- 9.1 It is envisaged the Supplier/Service Provider will be appointed, through a separate RFP process, to supply or provide updated Level Crossing Design.
- 9.2 This RFI is not an offer to purchase and Transnet is under no obligation to accept any proposals in this process and/or the subsequent RFP which may be issued hereafter.
- 9.3 As this is a Request for Information only, no business will be awarded through this process.

10. DISCLAIMERS

- 10.1 Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFI and/or its receipt of submissions in response to it. In particular, please note that Transnet reserves the right and at its sole and full discretion to:
- utilise any information provided to it in response to this RFI to draft the scope of requirements for inclusion in an RFP;
 - take no further action whatsoever, if it so decides
 - withdraw from this process and the provisions of this project at any time;
 - select the RFI and RFP participants based on Transnet's criteria;
 - change the dates of adjudication and submission;

- f) not invite RFI respondents for further participation in the RFP process;
- g) not bind itself to accept any or all of the RFIs; or
- h) increase or decrease the quantities/scope as indicated in the RFI.

10.2 Transnet's decisions will be final and no correspondence will be entered into after the selection process. You will be formally notified of your result.

10.3 An RFI will only be deemed accepted once written notice is given by Transnet to the successful Respondent(s) and after any amendments have been documented and agreed to.

10.4 Kindly note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with this submission.

**Transnet urges its clients, suppliers and the general public
to report any fraud or corruption on the part of Transnet employees to
TIP-OFFS ANONYMOUS: 0800 003 056**

"PREVIEW COPY ONLY"

**RFI FOR THE PROVISION OF UPDATED LEVEL CROSSING SYSTEM
FOR TRANSNET SOC LTD OPERATING AS TRANSNET FREIGHT RAIL**

Section 2: RFI SCOPE OF REQUIREMENTS

1. BACKGROUND

Transnet issues this RFI to obtain information on the Updated Level Crossing Systems available in the market before issuing a close tender to those who have participated in this RFI. The current Level Crossing Design used by Transnet shows that the crossing blocks rest on the ballast as the only form of load distribution. The ballast directly under the crossing blocks experience excessive forces from the crossing blocks in addition to the sleepers. As a result ballast in the vicinity of level crossings has a different stiffness and settlement that result in rail top issues and increased maintenance activities.

Respondents are invited to propose a Level Crossing Design that is aligned with world's best practice, a design that will ensure that acceptable levels of stress is distributed into the substructure and one that is free draining and that have a low level of maintenance. The level crossing must handle the traffic and comply with all existing geometric standards and clearances according to the standards outline in the Manual for Track Maintenance and the URS.

The new product will be tested by Track Technology under the leadership of the Principal Engineer, Track Technology. The Principal Engineer will assess performance based on the field and laboratory test. The tests and evaluation criteria will be fixed and form part of the final URS. Each product will as far as it is practically possible undergo the same tests.

The product offered must be a system and not loose components. Tenderers must as part of their bid address all the practical and technical aspects mentioned and include the necessary drawings and documentation that show the systems in practice. Respondents must consider the fact that the products may be installed in areas which is prone to vandalism and theft. Transnet may also require training and/or manual on how to maintain and install the product

Your submission should include in detail your proposed methodology, and preliminary program of expected activities.

2. KEY OBJECTIVES OF THIS RFI PROCESS

Subsequent to an RFP process, Transnet's intention is to provide a Level Crossing System that is good enough for heavy trafficked suburban areas and areas where the axle loads of the rubber wheel traffic like coal trucks are used.

Through this RFI process, Transnet's intention is to:

- Establish those parties interested in continued participation in this procurement process
- Review and evaluate designs for various Level Crossing Systems
- Use the received information to update Transnet's User Requirement Specification (URS) for Level Crossing Systems
- Issue a closed Tender to respondents who participated in this RFI
- Evaluate the bids against the updated URS
- Award a testing opportunity to complying products
- Test and approve the complying products

Transnet requests all Respondents to assist with the achievement of these objectives by submitting the requested information as indicated in the attached URS (User Requirement Specification) document. This will be finalised in the RFP documents following this RFI process.

3. GENERAL RESPONDENT OBLIGATIONS

- 3.1 The Respondent(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 3.2 The following information is required from the Respondents:
- The technical proposal offered
 - Price for product
 - Lead times for delivery of product once an order has been placed
 - Transportation requirements for components
 - Skills level required for installation/repair
 - Minimum maintenance required
 - Indicate if the product comply or do not comply with the specification

4. CONFIDENTIALITY AND COMPLIANCE

This RFI and information contained herein or provided for purposes thereof, remain the property of Transnet and may not be reproduced, sold or otherwise disposed of. All recipients of this document (whether a RFI is submitted or not) shall treat the details of this document as strictly private and confidential.

Information disclosed in this RFI is given in good faith and only for the purposes of providing sufficient information to the Respondent to enable submission of a well-informed and realistic RFI.

5. UNDERTAKINGS BY RESPONDENT

It will be accepted that the Respondent, on submitting the RFI response, has read, understood and accepted all the terms and conditions of the document. The submission of an RFI by any Respondent shall presume complete acceptance of the terms and conditions of the document. All qualifications and or exceptions should be noted in the RFI Response document.

6. COSTS TO RESPOND TO THE RFI

All Respondents wishing to submit an RFI response must be in possession of this document, the RFI. Transnet will not be responsible for or pay any expense or losses which may be incurred by any Respondent in the preparation and submission of the RFI and the costs of the RFI at all stages of the RFI process. Costs, if any, will be for each Respondent's own account.

Transnet reserves the right to invite certain Respondents to present or otherwise demonstrate their proposed solution as per their RFI, at the Respondent's own cost.

7. AUTHORITY OF SIGNATORY

- 7.1 If the RFI Respondent is a company, a certified copy of the resolution of the Board of Directors (i.e. personally signed by the Chairman or Secretary of the Board) authorising the person who signs this RFI to do so and any other documents and correspondence in connection with this RFI and/or agreement on behalf of the company, must be submitted with their RFI.

7.2 If the RFI Respondent is a partnership, a certified copy of the resolution of the partners (personally signed by all the partners) authorising the person who signs this RFI to do so and any other documents and correspondence in connection with this RFI and/or agreement on behalf of the partnership, must be submitted with this RFI.

7.3 If the RFI Respondent constitutes a "one-man business", certified proof must be submitted that the person signing this RFI and any other documents and correspondence in connection with this RFI and/or agreement is the sole owner of the one-man business.

Failure to comply with this clause may result in rejection of the RFI response.

8. OFFERING OF COMMISSION OR GRATUITY.

If a Respondent, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any person in the employ of Transnet, any commission, gratuity, gift or other consideration, Transnet shall have the right and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to disqualify the RFI Respondent from further participation in this process and any other subsequent processes in this regard. The RFI Respondent will be responsible for all and any loss that Transnet may suffer as a result thereof. In addition, Transnet reserves the right to exclude such a Respondent from future business with Transnet.

9. UNDERTAKING BY TRANSNET

In responding to this RFI, Transnet encourages all RFI Respondents to put their best effort into the construction and development of the proposal.

10. RFI RESPONSE REQUIREMENTS

Specific detailed items that are important for the Respondent to consider in the response preparation process include:

- Quality of presentation, reply to the RFI and attention to required detail.
- Compliance with the terms and conditions of the RFI documents.
- Satisfaction of the project objectives.

**RFI FOR THE PROVISION OF UPDATED LEVEL CROSSING SYSTEM
FOR TRANSNET SOC LTD OPERATING AS TRANSNET FREIGHT RAIL**

Section 3: TRANSNET'S RFI/ INFORMATION

1. REQUIREMENTS FOR RFI

Respondents expressing an interest to participate in this RFI stage must qualify in terms of the minimum predetermined requirements and have the capability to supply / provide the full range of Products/ Services, as set out below:

2. TECHNICAL CAPABILITY

Note: The extent to which you are able to provide all or any of the Technical Criteria indicated above will not necessarily penalise you from further participation in an RFP process. Responses to this RFI will permit Transnet to consider and formulate various options in terms of the proposed allocation of its supply requirements and/or allied Services.

3. EVALUATION METHODOLOGY AND CRITERIA

During this RFI process there will be no technical evaluation. The evaluation of responses will only be applicable at the RFP stage.

4. FINANCIAL REQUIREMENTS FOR FUTURE AWARD OF BUSINESS

In the event of a RFP following this RFI process, it will be a condition precedent prior to the award of business in terms of that RFP that the successful Respondent demonstrates its ability to fund Transnet's requirements.

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**RFI FOR THE PROVISION OF UPDATED LEVEL CROSSING SYSTEM
FOR TRANSNET SOC LTD OPERATING AS TRANSNET FREIGHT RAIL**

Section 4: EXPRESSION OF INTEREST

I/We _____

[name of company, close corporation or partnership]

of [full address] _____

carrying on business under style or title of [trading as]

represented by _____

in my capacity as _____ being

duly authorised, hereby lodge an **Expression of Interest** in the provision of **Updated Level Crossing Design**, as follows:

ADDRESS FOR NOTICES

Respondent to indicate its *domicilium citandi et executandi* hereunder:

Name of entity: _____

Facsimile: _____

Address: _____

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 RFI 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:

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

Respondent's Signature

Date and Company Stamp

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

CONFIDENTIALITY

All information related to a subsequent contract, both during and after completion, is to be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

RETURNABLE DOCUMENTS

- a) Respondents must submit with their responses to this RFI, **as a minimum requirement**, all the returnable documents indicated below with a [✓]. All Sections must be signed and dated by the Respondent.

Minimum Requirements - Returnable Documents	Submitted [✓]
SECTION 2 : RFI Scope of Requirements	
SECTION 4 : Expression of Interest	
ANNEXURE A : Signed Non-Disclosure Agreement	

- b) In addition to the requirements of section (a) above, Respondents are further requested to submit with their responses the following **Additional Returnable Documents** as detailed below.

Additional Returnable Documents	Submitted [✓]
SECTION 1 : Notice to Respondents	
- Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs]	
- Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMEs]	
SECTION 3 : Transnet's Statistical Information and RFP Particulars	
- Certified copy of Certificate of Incorporation [CM29/CM9 name change]	
- Entity's letterhead	
- Certified copy of valid Company Registration Certificate [if applicable]	

By signing these RFI documents, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFI, including those contained in any printed form stated to form part hereof and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition.

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 contact details:

Name.....
Designation.....
Address.....
Telephone.....
Cell Phone.....
Facsimile.....
Email.....
Website.....

Respondent's Signature

Date and Company Stamp

**RFI FOR THE PROVISION OF UPDATED LEVEL CROSSING SYSTEM
FOR TRANSNET SOC LTD OPERATING AS TRANSNET FREIGHT RAIL**

Section 5: GENERAL DEFINITIONS

- 2.1 **"all applicable taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per

the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928

- 2.15 **"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;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. Subcontracting

3.1 Will any portion of the contract be subcontracted? YES/NO [delete which is not applicable]

If YES, indicate:

- (i) What percentage of the contract will be subcontracted?%
- (ii) The name of the subcontractor
- (iii) The B-BBEE status level of the subcontractor
- (iv) Is the subcontractor an EME? YES/NO

3.2 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) ~~Type of Company / Firm [TICK APPLICABLE BOX]~~

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

(v) Describe Principal Business Activities

.....

.....

(vi) Company Classification [TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional Service Provider

- Other Service Providers, e.g Transporter, etc
- (vii) Total number of years the company/firm has been in business.....

BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet 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) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
 - (e) forward the matter for criminal prosecution.

WITNESSES:

- 1.
- 2.

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME:

ADDRESS:.....

**RFI FOR THE PROVISION OF UPDATED LEVEL CROSSING SYSTEM
FOR TRANSNET SOC LTD OPERATING AS TRANSNET FREIGHT RAIL**

Section 6: NON-DISCLOSURE AGREEMENT [NDA]

Complete and sign the Non-Disclosure Agreement appended hereto as Annexure A

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**RFI FOR THE PROVISION OF UPDATED LEVEL CROSSING SYSTEM
FOR TRANSNET SOC LTD OPERATING AS TRANSNET FREIGHT RAIL**

Section 8: CERTIFICATE OF ATTENDANCE OF NON- COMPULSORY SITE MEETING / RFP BRIEFING

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*
attended the site meeting / RFP briefing in respect of the proposed Goods to be supplied in terms
of this RFP on _____ 2015

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE

EMAIL _____

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A Division of Transnet SOC Limited

INFRASTRUCTURE ENGINEERING TRACK TECHNOLOGY

User requirement specification for level crossing system (Excluding signalling requirements) BBG1547 Version 1

Author:	Senior Engineer Track Technology	J Meyer	
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Date:			3 Mar 2014

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

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1 Scope of document

- 1.1 This specification covers the manufacturing and supply of a level crossings system for use at road to rail crossings and exclude the signalling, protection and warning systems.

2 Design requirements

- 2.1 This tenderer must submit a proposal for a level crossing system.
- 2.2 The system offered must be a system that has been used on lines with similar conditions to South Africa. Supplier must submit proof of where these systems have been used.
- 2.3 The system must be able to work on Transnet's network with the following criteria:
- Track gauge of 1065 mm
 - Sleeper spacing of 650 and 700
 - Rails profiles 30, 40, SAR 48, SAR 57, 60E1 at a 1:20 cant
 - E clip and Fist type sleepers. (PY, P2, FY, F4 type sleepers) See drawings attached.
- 2.4 The following technical points must for part of the design:
- Heavy truck loads
 - Various rail profiles
 - Drainage on slab and track structure
 - Ballasted track with concrete sleepers. Ballast level with sleeper with a shoulder of 300 mm at the top.
 - Various sleeper types and sleeper spacing
 - Various widths of the level crossing
 - An integrated approach with the design catering for protection of the ballast, formation and slabs from the loads
 - Interfacing
 - Slab to tar or dirt road
 - Slap to track structure
 - Track geometry
 - Easy installation
 - Modular approach with mechanisms to keep the system together
 - Flange way
 - Skid and slip resistant

- Electrical insulation
 - Tangent track and curves up to a radius of 400 m.
 - Road at an maximum angle of 30°
 - Train speeds up to 100 km/h
 - Ballast depths from 200 mm to 500 mm.
 - Super elevation of the track max (75 mm)
 - Comply with Transnet's manual for track maintenance
- 2.5 The system must consist of centre panels (Between the rails) and approach panels (Road to rail) with a spreader or beam support.
- 2.6 The maximum stresses in the track formation must be as follow:
- 300 KPa ballast stress on the top (Below the sleeper)
 - 120 KPa ballast stress on the bottom. (Top of formation 200 mm ballast depth)
- 2.7 The maximum bending moment in the sleeper due to the application of the loads must be less than 15 Nm.
- 2.8 The design height of the block must be level with the rails when installed with new rails.
- 2.9 The runoff of water will be such that it runs away from the track.
- 2.10 Steel framed panels will not be allowed without the appropriate insulation.
- 2.11 It must be easy to install with the minimum interruption to the train service.
- 2.12 The general layout must indicate the total system including design height for the various components that will also allow for the removal of surface water.
- 2.13 The centre slab between the rails must span between the rails (Single slab) and must be able to accommodate various widths by using a modular design.
- 2.14 The approach slab must be a minimum 600 mm long and must be able to accommodate various widths by using a modular design.
- 2.15 The centre slab and approach slab must be supported by the track structure (Sleepers) and not by the rails. The slabs must preferably be continuously supported.

2.16 The system must have a positive locking mechanism that will keep the slabs together with no gaps.

2.17 The spreader beam must design to carry the loads with a maximum pressure of 120 KPa on the formation.

2.18 The design must also accommodate for use where there are more than on railway line and proposals must indicate how the system will handle this.

2.19 The supplier must indicate:

- how the slabs will be supported to prevent point loading.
- How the components will be fastened into a unit
- If torsion of the slab were considered due to the width of the slab.

The approach slabs must make use a beam to support the one end of the slab

2.20 The level crossing blocks must be of a size that will provide a stable surface for vehicles to drive over yet be small enough for easy handling. The system must be able to handle the braking, acceleration, traction and turning forces without excessive vertical and lateral movement. Any specialized handling/installation instructions must be clearly detailed in the drawings.

2.21 The slabs between the two rails and the approach slab must be isolated from the rail. The isolation method and material must be clearly indicated and all details supplied in the drawings.

2.22 The slabs must be designed for a road wheel load as shown in Table 1. A factor of safety of 2 must be used in the design.

The values in Table 1 are the current (Mar 2014) South African regulations on road vehicles prescribing the permissible maximum mass values on axles

The absolute maximum on a single axle with dual wheels is 9 000 kg.

No of Tyres per axle	Maximum Axle load (kg)			
	Steering	Non steering		
	Single axle	Single axle	Tandem Axle	Tridem Axle

Two	8000	8000	16000	24000
Four		10000	18000	24000

2.23 If the size of the slab is such that more than one wheel can be on the same slab, the design must allow for these additional wheels.

2.24 Tenderers must supply Transnet with their design proposal and system upon submission of their tenders or when seeking type approval for evaluation by Transnet Track technology. It must include:

- design calculations
- the formation, ballast stress and stress on the formation if the minimum ballast depth.
- drawings and documents (see appropriate section)
- test result of the skid or slip resistance

2.25 All calculations and designs must be done in accordance of SABS 0100-1- the structural use of concrete, Part 1: Design if the product is made from concrete. If it is made from other materials the appropriate design and codes must be used.

2.26 All other elements to complete the design (foundation blocks, corner blocks etc.) must be clearly specified on the drawings.

2.27 The flange way between the rail and the inside slab must be 63 mm $-0 + 5$ mm with a depth of 50 mm.

2.28 Where the system/ components are supported on a concrete surface a resilient pad must be used to protect the concrete

2.29 If asphalt is use in the level crossing it must comply with the appropriate road design as set out by the specific roads department.

- 2.30 All level crossing slabs systems that are not currently approved will have to undergo laboratory testing before installation of a test site in track.
- 2.31 Due to the safety requirements and lengthy test period, all non-approved systems will not be considered for the current contract.

3 Manufacturing

- 3.1 The tolerances and detailed measurements of each component must be as indicated on the drawings.
- 3.2 Transnet reserves the right to amend or change the dimensions and tolerances during the evaluation of the documentation. Change will be done with the mutual agreement between the supplier and Transnet before any components are manufactured for testing
- 3.3 The top surface of the slabs must provide a skid free surface for vehicles to drive over. The supplier must indicate what methods will be used to provide a skid free surface.
- 3.4 Any deformation or cracks in the components will result in the rejection of these components

4 Concrete specification

- 4.1 The concrete used for the manufacture of components must have a minimum compressive strength of 60 MPa after 28 days.
- 4.2 Tenderers must present a curing process which must be approved by Transnet's officials before manufacturing may commence.
- 4.3 Two sets of three 150 mm cubes must be cast for each day of production regardless of the number of blocks cast for that day. These sets must be taken at reasonable intervals during the manufacturing process.

- 4.4 The test result will be taken as the average between the compressive strength of the three cubes which has to be more than the minimum specified compressive strength of 60 MPa after 28 days with no cube strength less than 60 MPa.
- 4.5 If the average compressive strength of the three cubes is less than 60 MPa the components will be rejected
- 4.6 The results of these cubes tests must be available to Transnet for inspection

5 Materials

- 5.1 The system may be manufactured from any material that will result in a system that complies to this specification.
- 5.2 The system offered must be chemical and oil resistant.
- 5.3 If the system has components manufactured from the following material the following will be the minimum requirements:
- Concrete
 - See section under concrete specification
 - Steel
 - The system must have electrical insulation to protect the track circuits
 - All exposed steel must be hot dip galvanized or a Transnet approved alternative.
 - Alternative
 - All material that is subject to deterioration due to the weather conditions and heat must have the appropriate measures to counter the effect. (E.g. Heat and UV stabilisation)

6 Handling

- 6.1 The system must be easy to handle, stack and install. The supplier must indicate how the system must be handled and stacked.

- 6.2 If components cannot be handled by a single person details must be given on how and with what the components must be lifted.
- 6.3 If there is a risk of tools, plant or components coming into contact with any portion of the overhead equipment or its connections, or making contact between the traction rail and the signal rail simultaneously it must be mentioned in the safe working procedure.
- 6.4 The safe working procedure must be approved by Transnet.

7 Installation and maintenance

- 7.1 The supplier must provide details on:
- how the system must be installed and removed
 - how long it will take to install and remove
 - what preparations must be done as part of the installation and removal
 - what and how frequent maintenance must be done on the system
- 7.2 Preference will be given to systems with a low maintenance input and that is easy to remove

8 Testing and quality assurance of level crossing system

- 8.1 5% of each monthly batch must be statically tested by the contractor as specified in clause 5.2. The results from the testing must be sent to Transnet (Track technology) on a monthly basis for quality control. The test method for quality control must be approved by Transnet and Transnet has the right to be present and select the slabs for these tests.
- 8.2 Material for test and jigs for testing must be supplied to the Track Testing centre free of charge.
- 8.3 Level crossing slabs must be subjected to twice the wheel load over a surface area of 100 mm by 300 mm, which will be chosen by Transnet's officials, for a

duration of 15 minutes without exceeding the maximum deflection of 1/40 of the unloaded span or cracking of the slab. The specification of the support conditions must be provided along with the tender documents by the tenderer. More than one point load must be used if it's possible for more than one wheel to be on the slab. The position of these multiple loads will be chosen by Transnet.

- 8.4 If any of these slabs fail the test as described in clause 5.2 Transnet must be informed and Transnet official has the authority to reject the entire batch.
- 8.5 Transnet has the authority to select level slabs for additional testing at the Track Testing Centre (TTC) George Goch according to the method set out in 5.2. The tenderer must supply and deliver the slabs selected by Transnet free of charge to the Track Testing Centre (TTC) George Goch (Johannesburg)
- 8.6 The frequency and quantity is as follows:
- One of each type of slab when the contract is awarded. (Start-up of manufacturing)
 - One of each type of slab for each period of six months that the contract is in place
- 8.7 If a new level crossing system that is currently not approved is offered, the following process will have to be followed by the tenderer to get approval before tendering on such a system. The supplier needs to submit all the relevant information as outlined in this document including his proposed system. Once the system is approved, laboratory tests will be conducted on the first of samples. If the samples pass the laboratory tests, this new system must be in track for a minimum of one year without any defects. The practicality and maintenance inputs on this level crossing will also be considered when making the final approval
- 8.8 All systems offered will be subjected to the following laboratory tests:
- Static loading test in the centre of the panel to simulate the maximum axle loads*Safety factor as defined above. (Differential supports will be used if there are a possibility of damage to the slabs due to torsion)

- Dynamic loading test for 1 million cycles in the centre of the panel to simulate the maximum dynamic axle loads**Safety factor as defined above.*
- If the system passed the laboratory tests the system will be subjected to a 1 year in track field test before approval will be given.
- Visual inspection and dimensional check to determine if the system comply with this specification
- Slip resistance of the slab
- Electrical insulation

8.9 The following will be used as criteria for the laboratory and field tests.

- No visible cracks during or on completion of the tests.
- More than 1 mm permanent deformations of the panel after the load have been removed.
- Deflections of more than 1/40**unsupported span.*
- No signs of wear and tear on the system or components.
- The system must have an electrical insulation of at least 4000 ohm during the water test.
- A value for the slip resistance will be determined during the first series of test.

9 Documentation

9.1 The suppliers must supply the following documentation as part of their tender proposal:

- Drawings of the system and components with the necessary dimensions and tolerances
- Document highlighting the proposed system
- Document indicating if the system comply to the specification
- Installation instructions
- Inspection frequency and list.
- Maintenance manual and failure mode
- Safe working procedures
- Quality plan
- Where this system have been successfully used
- Design calculation
- result of skid resistance tests
- Spares list and availability of components

10 Identification

10.1 All components must be branded as listed below which must also be indicated on the tenderers drawings for approval by Transnet

10.2 The following minimum information must be included

- The year and month of manufacturing
- Supplier identification marks
- Component identification mark

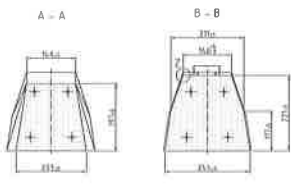
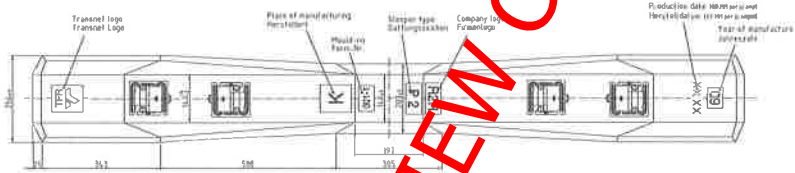
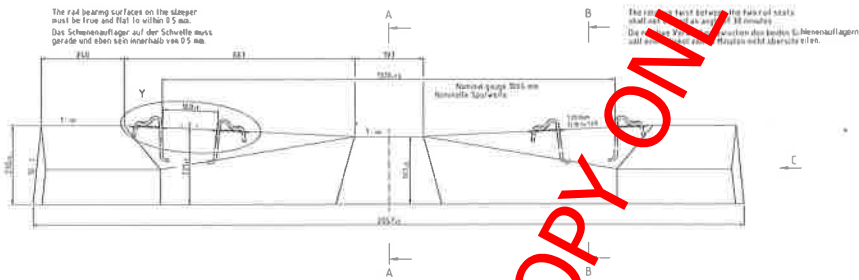
These markings is not required on commercially available components like nuts

10.3 The identification marks must be recessed and visible if possible once it is installed

11 Warranty

11.1 The supplier must provide a warranty on the system against any defects as the result of faulty manufacturing, workmanship and the quality of material used for a period of 36 months after they have been supplied. If any defects are noted within the warranty period the defective components must be replaced free of charge

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REMARKS.
All edges where no radius or chamfer is shown may have a radius of approx 5 mm or a chamfer of 5-10 mm or may be sharp.
Based on Type E 3217

ANMERKUNGEN
Alle Ecken die keinen Radius oder Fase haben, werden mit einem Radius ca 5 mm oder einer Fase 5-10 mm oder scharfkantig angefertigt.
Basierend auf Typ E 3217

Production according to Spoorrel Specification PWR 275 from March 1996
Concrete quality: 60N/mm² (50N/mm² cube)
Concrete volume: approx 88 l
Concrete weight: approx. 215 kg including reinforcement without fastening

The geometry of the sleeper and the technical details on the basis of drawing E 3303, amendment 1, from 1915-06-24

The geometry of the shoulder and the steel cover plate according to Pandrol-drawings 1036 D, 1037 D and 1039 B

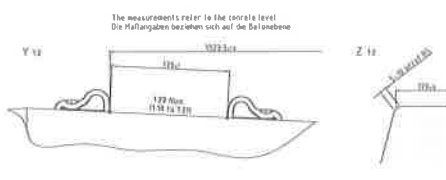
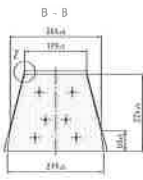
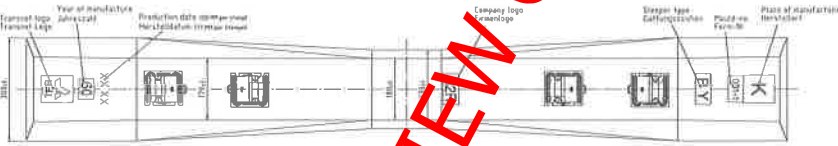
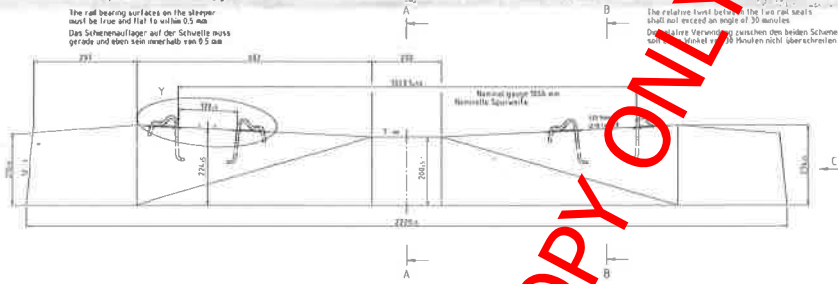
The positions of the shoulders on the sleeper according to Pandrol-drawing 1055 A

Corresponding boarding and reinforcement plan H117330

Name and description		Railnet track - South Africa	
Type		Concrete sleeper ZA 105 P1/4	
Weight		215 kg	
Length		2025 mm	
Width		165 mm	
Height		118 mm	
Material		Concrete	
Drawing		H117330	
Scale		1:1	
Date		1996-03-15	
Author		[Name]	
Checked		[Name]	
Approved		[Name]	
Drawing		H117330	
Scale		1:1	
Date		1996-03-15	
Author		[Name]	
Checked		[Name]	
Approved		[Name]	

The rail bearing surfaces on the sleeper must be true and flat to within 0.5 mm.
Das Schienenauflage auf der Schwelle muss gerade und eben sein innerhalb von 0,5 mm.

The relative level between the two rail seats shall not exceed an angle of 20 minutes.
Die relative Verspannung zwischen den beiden Schienenauflage soll nicht über 20 Minuten überschreiten.



The measurements refer to the concrete level.
Die Maßangaben beziehen sich auf die Betonoberfläche.

REMARKS

All edges where no radius or chamfer is shown may have a radius of approx. 5 mm or a chamfer of 5-10 mm or may be sharp.
Based on type E 3217

Production according to Spemmet Specification PMH 2/5 from March 1995.
Concrete quality 60N/mm² (50Nmm cubed) acc. to Spemmet Specification.
Concrete volume approx. 195 l.
Concrete weight approx. 280 kg including reinforcement without rail fastening.

ANMERKUNGEN

Alle Ecken die keinen Radius oder Fase haben, werden mit einem Radius ca. 5 mm oder einer Fase 5-10 mm oder scharf-kantig ausgeführt.
Basierend auf Typ E 3217

Ausführung gem. Spemmet Spezifikation PMH 2/5 von März 1995.
Betonqualität 60N/mm² (50Nmm Würfel) gem. Spemmet Spezifikation.
Betonvolumen ca. 195 l.
Betongewicht ca. 280 kg inkl. Bewehrung ohne Schienenbefestigung.

The geometry and the technical details on the basis of drawing E 3318, amendment 1, from 1998-07-08.

The geometry of the shoulder and the steel cover plate according to Pandrol drawings 1836 U, 1837 D and 1839 B.

The geometries of the shoulders on the sleeper according to Pandrol drawing 1854 A.

Die Geometrie und technischen Angaben sind auf der Basis von Zeichnung E 3318, Änderung 1, vom 08.07.1998.

Die Geometrie der Schulter und der Stahldeckplatte sind gem. Pandrol-Zeichnungen 1836 U, 1837 D und 1839 B.

Die Geometrien der Schultern auf der Schwelle sind gem. Pandrol-Zeichnung 1854 A.

Electrostatic bonding and reinforcement plus RAILCOP

Benutzerantrag: Stahl- und Bewehrungsplan RAILCOP

General and Technical
Rail S 68 with Pandrol anti-vandal shoulder, gauge 1064 mm, axle load 30 t.
Schienen S 68 mit Pandrol Anti-Vandal-Schulter, Spurweite 1064 mm, Achslast 30 t.

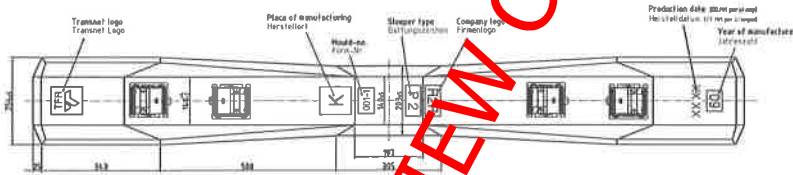
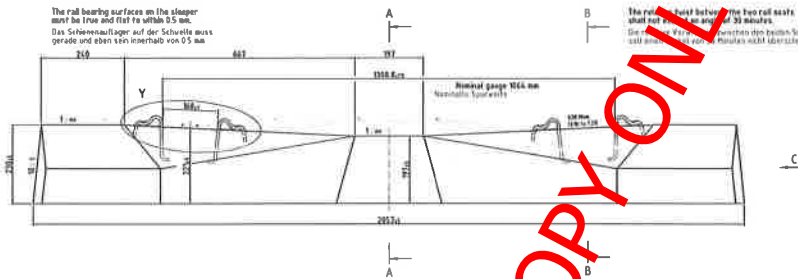
Project No.	1000000000	Revision	01
Client	SAZ	Contract No.	1000000000
Contract No.	1000000000	Project Name	Concrete sleeper ZA 1065 PY
Project Name	Concrete sleeper ZA 1065 PY	Project Location	Botswana - South Africa
Project Location	Botswana - South Africa	Project Start	10/01/2000
Project Start	10/01/2000	Project End	10/01/2000
Project End	10/01/2000	Project Status	Completed
Project Status	Completed	Project Manager	WITZEN
Project Manager	WITZEN	Project Engineer	WITZEN
Project Engineer	WITZEN	Project Designer	WITZEN
Project Designer	WITZEN	Project Checker	WITZEN
Project Checker	WITZEN	Project Approver	WITZEN
Project Approver	WITZEN	Project Date	10/01/2000
Project Date	10/01/2000	Project Version	01
Project Version	01	Project Status	Completed

RAILCOP

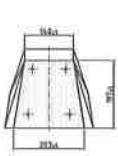
10/01/2000

The rail bearing surfaces on the sleeper must be free and flat to within 0.5 mm. Das Schienenauflager auf der Schwellen muss gerade und eben sein innerhalb von 0,5 mm

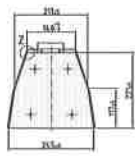
The rail must be laid before the two rail seats shall set and must be done within 30 minutes. Die Schiene muss vor dem Einlegen der beiden Schienenauflager gesetzt werden und muss innerhalb von 30 Minuten auf die Schwellen liegen



A - A



B - B



C - C



The measurements refer to the concrete level. Die Maßangaben beziehen sich auf die Betonoberfläche.



Z 12

REMARKS:

All sleepers where no radius or chamfer is shown may have a radius of approx. 5 mm on a chamfer of 5-10 mm or may be sharp. Based on type E 3217.

Production according to Spooner Specification Part 2/5 from March 1996
Concrete quality: C40/50 (F50mm cube) acc. to Spooner Specification
Concrete volume: approx. 86 l
Concrete weight: approx. 215 kg including reinforcement without rail fastening

The geometry of the sleeper and the technical details on the basis of drawing E 3363, amendment 1, from 1976-06-24.

The geometry of the shoulder and the steel cover plate according to Pandrol-drawings N36 D, N37D and N39 B.

The positionings of the shoulders on the sleeper according to Pandrol-drawing 1955 A.

Corresponding boarding and reinforcement plan N11772K.

ANMERKUNGEN:

Alle Schienen mit keinem Radius oder Fase haben, werden mit einem Radius ca. 5 mm oder einer Fase 5-10 mm oder scharf sein. Basierend auf Typ E 3217.

Ausführung gem. Spooner'scher Spezifikation Part 2/5 von März 1996
Betonqualität: C40/50 (F50mm Würfeln) gem. Spooner'scher Spezifikation
Betonvolumen: ca. 86 l
Betongewicht: ca. 215 kg incl. Bewehrung ohne Schienenbefestigung

Die Geometrie der Schwellen und die technischen Angaben sind auf der Basis von Zeichnung E 3363, Änderung 1 von 24.06.1976.

Die Geometrie der Schulter und der Stahldeckplatte sind gem. Pandrol-Zeichnungen N36 D, N37 D und N39 B.

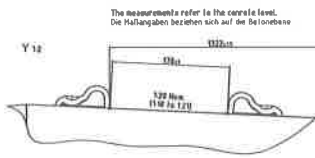
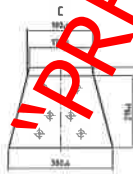
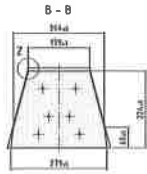
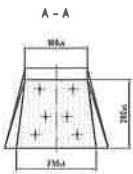
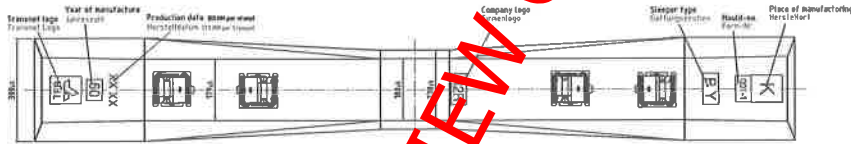
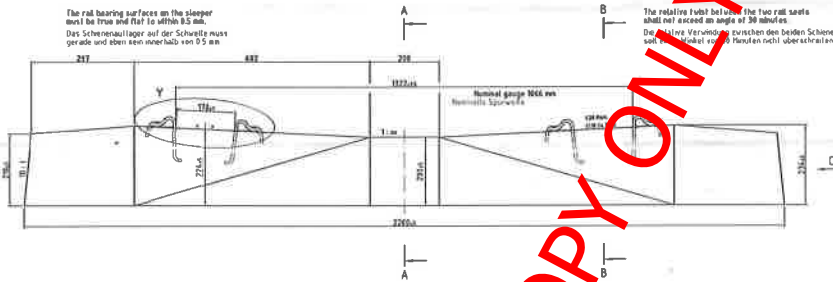
Die Positionen der Schultern auf der Schwellen sind gem. Pandrol-Zeichnung 1955 A.

Dazugehöriger Setz- und Bewehrungsplan N11772K.

<p>Produktions- und Lieferzeichnung 40x49 kg or 57 kg with Pandrol anti-randal shoulder, gauge 1964 mm, axle load 22 t Schienen 49 kg or 57 kg mit Pandrol anti-randal Schulter, Spurweite 1964 mm, Achslast 22 t</p>		<p>Produktions- und Lieferzeichnung 40x49 kg or 57 kg with Pandrol anti-randal shoulder, gauge 1964 mm, axle load 22 t Schienen 49 kg or 57 kg mit Pandrol anti-randal Schulter, Spurweite 1964 mm, Achslast 22 t</p>
<p>Produktions- und Lieferzeichnung 40x49 kg or 57 kg with Pandrol anti-randal shoulder, gauge 1964 mm, axle load 22 t Schienen 49 kg or 57 kg mit Pandrol anti-randal Schulter, Spurweite 1964 mm, Achslast 22 t</p>	<p>Produktions- und Lieferzeichnung 40x49 kg or 57 kg with Pandrol anti-randal shoulder, gauge 1964 mm, axle load 22 t Schienen 49 kg or 57 kg mit Pandrol anti-randal Schulter, Spurweite 1964 mm, Achslast 22 t</p>	<p>Produktions- und Lieferzeichnung 40x49 kg or 57 kg with Pandrol anti-randal shoulder, gauge 1964 mm, axle load 22 t Schienen 49 kg or 57 kg mit Pandrol anti-randal Schulter, Spurweite 1964 mm, Achslast 22 t</p>

The rail bearing surfaces on the sleeper must be true and flat to within 0.5 mm.
Das Schienenauflager auf der Schwellen muss gerade und eben sein innerhalb von 0,5 mm.

The relative level between the two rail seats shall not exceed an angle of 30 minutes.
Die relative Verschiebung zwischen den beiden Schienenauflagern soll nicht über 30 Minuten überschreiten.



REMARKS:

All edges where no radius or chamfer is shown may have a radius of approx. 5 mm or a chamfer of 5-10 mm or may be sharp.
Basierend auf Typ E 3217

Production according to Spornet? Specification PWH 2/5 from March 1996. Concrete quality: C40/50 (150mm cube) acc'to Spornet? Specification. Concrete volume: approx. 195 l. Concrete weight: approx. 200 kg including reinforcement without rail fastening.

The geometry and the technical details in the basis of drawing E 3310, amendment 3, from 1998-09-06.

The geometry of the shoulder and the steel cover plate according to standard drawings 1036 D, 1037 D and 1039 B.

The positions of the shoulders on the sleeper according to standard drawing 1054 A.

Corresponding bearing and reinforcement plan 110295G

ANMERKUNGEN:

All edges where no radius or chamfer is shown, werden mit einem Radius ca. 5 mm oder einer Fase 5-10 mm oder scharfkantig ausgeführt. Basierend auf Typ E 3217

Ausführung gem. Spornet? Spezifikation PWH 2/5 von März 1996. Betongüte: C40/50 (150mm Würfel) gem. Spornet? Spezifikation. Betonvolumen: ca. 195 l. Betongewicht: ca. 200 kg inkl. Bewehrung ohne Schienenbefestigung.

Die Geometrie und technischen Angaben sind auf der Basis von Zeichnung E 3310, Änderung 3, vom 08.09.1998.

Die Geometrie der Schulter und der Stahldeckplatte sind gem. Standardzeichnungen 1036 D, 1037 D und 1039 B.

Die Positionen der Schultern auf der Schwellen sind gem. Standard-Zeichnung 1054 A.

Dazugehöriger Stahl- und Bewehrungsplan 110295G

Railings		Railings	
Item	Description	Item	Description
1	Concrete sleeper TA 105 PT	1	Concrete sleeper TA 105 PT
2	Steel cover plate	2	Steel cover plate
3	Steel reinforcement	3	Steel reinforcement
4	Steel reinforcement	4	Steel reinforcement
5	Steel reinforcement	5	Steel reinforcement
6	Steel reinforcement	6	Steel reinforcement
7	Steel reinforcement	7	Steel reinforcement
8	Steel reinforcement	8	Steel reinforcement
9	Steel reinforcement	9	Steel reinforcement
10	Steel reinforcement	10	Steel reinforcement
11	Steel reinforcement	11	Steel reinforcement
12	Steel reinforcement	12	Steel reinforcement
13	Steel reinforcement	13	Steel reinforcement
14	Steel reinforcement	14	Steel reinforcement
15	Steel reinforcement	15	Steel reinforcement
16	Steel reinforcement	16	Steel reinforcement
17	Steel reinforcement	17	Steel reinforcement
18	Steel reinforcement	18	Steel reinforcement
19	Steel reinforcement	19	Steel reinforcement
20	Steel reinforcement	20	Steel reinforcement
21	Steel reinforcement	21	Steel reinforcement
22	Steel reinforcement	22	Steel reinforcement
23	Steel reinforcement	23	Steel reinforcement
24	Steel reinforcement	24	Steel reinforcement
25	Steel reinforcement	25	Steel reinforcement
26	Steel reinforcement	26	Steel reinforcement
27	Steel reinforcement	27	Steel reinforcement
28	Steel reinforcement	28	Steel reinforcement
29	Steel reinforcement	29	Steel reinforcement
30	Steel reinforcement	30	Steel reinforcement
31	Steel reinforcement	31	Steel reinforcement
32	Steel reinforcement	32	Steel reinforcement
33	Steel reinforcement	33	Steel reinforcement
34	Steel reinforcement	34	Steel reinforcement
35	Steel reinforcement	35	Steel reinforcement
36	Steel reinforcement	36	Steel reinforcement
37	Steel reinforcement	37	Steel reinforcement
38	Steel reinforcement	38	Steel reinforcement
39	Steel reinforcement	39	Steel reinforcement
40	Steel reinforcement	40	Steel reinforcement
41	Steel reinforcement	41	Steel reinforcement
42	Steel reinforcement	42	Steel reinforcement
43	Steel reinforcement	43	Steel reinforcement
44	Steel reinforcement	44	Steel reinforcement
45	Steel reinforcement	45	Steel reinforcement
46	Steel reinforcement	46	Steel reinforcement
47	Steel reinforcement	47	Steel reinforcement
48	Steel reinforcement	48	Steel reinforcement
49	Steel reinforcement	49	Steel reinforcement
50	Steel reinforcement	50	Steel reinforcement
51	Steel reinforcement	51	Steel reinforcement
52	Steel reinforcement	52	Steel reinforcement
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95	Steel reinforcement	95	Steel reinforcement
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97	Steel reinforcement	97	Steel reinforcement
98	Steel reinforcement	98	Steel reinforcement
99	Steel reinforcement	99	Steel reinforcement
100	Steel reinforcement	100	Steel reinforcement



NON DISCLOSURE AGREEMENT – RFI

[March 2015]

"PREVIEW COPY ONLY"

THIS AGREEMENT is made between

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

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

and

the Company as indicated in the RFI/EOI bid response hereto

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** means Transnet's Request for Information [RFI] Request for Proposal [RFP] or Request for Quotation [RFQ], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the Disclosing Party] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the Receiving Party] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - a) is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
 - b) was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
 - c) following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than

the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and

1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

2.1 All Confidential Information given by one party to this Agreement [the Disclosing Party] to the other party [the Receiving Party] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.

2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.

2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:

- a) to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- b) to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3 b) above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

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

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

3. RECORDS AND RETURN OF INFORMATION

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

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

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

- a) return all written Confidential Information [including all copies]; and
- b) expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.

3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3 b) above.

4. ANNOUNCEMENTS

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

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Bid and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

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