



TRANSNET FREIGHT RAIL
a Division of
TRANSNET LIMITED
(Registration No. 1990/000900/06)

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER CRAC/VAR/6839

INFRA RED THERMOGRAPHIC SCANNING OF OVERHEAD WIRES COUNTRYWIDE FOR A PERIOD OF ONE YEAR

ISSUE DATE : 08 NOVEMBER 2010
BRIEFING : 15 NOVEMBER 2010
TIME : 10H00
CLOSING DATE : 23 NOVEMBER 2010
OPTION DATE : 28 FEBRUARY 2011
CLOSING TIME : 10H00
VENUE : INYANDA HOUSE 3
1ST FLOOR BOARDROOM
PARKTOWN
TRANSNET FREIGHT RAIL

TENDER BOX ALLOCATED AT THE CHAIRPERSON TRANSNET FREIGHT RAIL ACQUISITION COUNCIL, GROUND FLOOR, INYANDA HOUSE 1, 21 WELLINGTON ROAD, PARKTOWN, AND JOHANNESBURG.

TENDER ENVELOPE TO BE MARKED AS FOLLOWS:

RFQ NUMBER: CRAC/VAR/ 6839 - INFRA RED THERMOGRAPHIC SCANNING OF OVERHEAD WIRES COUNTRYWIDE FOR A PERIOD OF ONE YEAR

Please note that late responses and those Delivered or posted to the wrong address will be disqualified.

Respondent's signature

1

Date and company stamp



RFQ NUMBER CRAC/VAR/6839

INFRA RED THERMOGRAPHIC SCANNING OF OVERHEAD WIRES COUNTRYWIDE FOR A PERIOD OF ONE YEAR

SCHEDULE OF DOCUMENTS

- 1. Notice to Bidders**
- 2. Requisition for quotation**
- 3. Scope of Work and General specification**
- 4. Returnable Schedules / Documents**
- 5. Supplier Declaration Form**
- 6. General Tender Conditions (CSS5 – Service)**
- 7. Standard Terms and Conditions of Contract (US7 - Services)**
- 8. Non-Disclosure Agreement**
- 9. Supplier Code of Conduct**

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SECTION 1

RFQ NUMBER CRAC/VAR/6839

INFRA RED THERMOGRAPHIC SCANNING OF OVERHEAD WIRES COUNTRYWIDE FOR A PERIOD OF ONE YEAR

NOTICE TO BIDDERS

Quotations are requested from interested Respondents to supply the above-mentioned requirement to TRANSNET FREIGHT RAIL.

On or after 08/11/2010 the RFQ documents may be inspected at, and are obtainable from the office of TRANSNET Freight Rail Tender Advice Centre, Ground Floor, Inyanda 1, 21 Wellington Road, Park town.

A non-refundable tender fee of R100.00 (inclusive of Vat) is applicable per tender (listed below). Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect the tender number and the Company Name.

NOTE: This amount is not refundable.

Receipts to be presented prior to collection of the RFQ

A **COMPULSORY** information meeting will be held at the following venue:

VENUE : 1ST FLOOR BOARDROOM
NYANDA HOUSE 3
PARKTOWN
TRANSNET FREIGHT RAIL

Time : 10h00

Date : 15 NOVEMBER 2010

The site meeting is compulsory and companies not attending **will be overlooked** during the tender awarding process.

Please bring the valid document on the day of briefing.

NAME : Neo Sekwati
Tel : (011) 584-0635
Email : Neo.Sekwati@transnet.net

Tenders in triplicate must reach the Chairperson, TRANSNET Freight Rail Acquisition Council, Po box 4244, Johannesburg 2000 before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

<p>Tender No : RFQ NUMBER CRAC/VAR/6839 Description : INFRA RED THERMOGRAPHIC SCANNING OF OVERHEAD WIRES COUNTRYWIDE FOR A PERIOD OF ONE YEAR Closing date and time : 23 November at 10h00 Closing address (refer options below)</p>
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DELIVERY INSTRUCTIONS FOR THIS RFQ:

- 1 **If posted**, the envelope must be addressed to the Chairperson, TRANSNET Freight Rail Acquisition Council, P .O. Box 4244, Johannesburg 2000 and must be dispatched in time for sorting by the Post Office to reach the Chairperson before the closing time of the RFQ. In the event of the late receipt of a Proposal, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 2 **If delivered by hand**, the envelope is to be deposited in the TRANSNET tender box which is located at the main entrance, Inyanda House, 21 Wellington road, Park town, Johannesburg and should be addressed as follows:

**THE CHAIRPERSON
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
INYANDA HOUSE
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001**

The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are not 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.

It should also be noted that the above tender box is located at the main entrance and is accessible to the public 24 hours per day, 7 days a week.

- 3 **If dispatched by courier**, the envelope must be addressed as follows and delivered to the Office of The Chairperson, TRANSNET Freight Rail Acquisition Council and a signature obtained from that Office.
 1. Please note that this RFQ closes punctually at 10:00 on Tuesday 23 November 2010
 2. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
 3. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED
 4. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
 5. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
 6. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.
 7. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.



8. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT (“BBBEE”)**

TRANSNET fully endorses and supports the South African Government’s Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including and not limited to enterprise development, subcontracting and Joint Ventures) as part of their tender response.

Transnet would accordingly allow a “preference” in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended) to companies who provide a BBBEE accreditation Certificate. All procurement and disposal transactions in excess of R30000 will be evaluated accordingly. All transactions below R 30,000 will as far as possible be earmarked for EME’s.

TRANSNET consequently urges Respondents (Large enterprises and QSE’s – see below) to have themselves duly accredited by any one of the Accreditation Agencies **approved** by SANAS (South African National Accreditation System, under the auspices of the DTI).

In terms of Government Gazette No. 32467, Notice No. 810 dated 31 July 2009, as from 1 February 2010 only BBBEE certificates issued by Accredited Verification Agencies of Verification Agencies that are in possession of a valid pre-assessment letter from South African National Accreditation System will be valid.

However accreditation certificates issued by non-accredited verification agencies before 01 February 2010 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance with the latest codes (i.e. those promulgated on 9 February 2007).

BBBEE Accreditation Certificates issued after the published date i.e. 01 February 2010, by a Verification Agency not approved by SANAS, will NOT be acceptable as from 01 February 2010.

Enterprises will be rated by such Accreditation Agencies based on the following:

- (a) **Large Enterprises (i.e. annual turnover >R35 million):**
 - Rating level based on all 7 (seven) elements of the BBBEE scorecard
 - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (b) **Qualifying Small Enterprises – QSE (i.e. annual turnover >R5 million but <R35 million):**
 - Rating based on any 4 (four) of the elements of the BBBEE scorecard
 - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**
 - Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
 - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition



- EME's should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers

In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies must state in their Tenders / Proposals the percentage of the total contract value which would 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-contractors, as well as a breakdown of the distribution of the aforementioned percentage allocation must also be furnished with the tender response to enable Transnet to evaluate / adjudicate on all tenders received on a fair basis.

Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) and ensure that the documentation is valid at the date of Tender Submission as stipulated above to TRANSNET.

Failure to submit your BBBEE Certificate and Detailed Scorecard will result in a score of zero being allocated for BBBEE evaluation.

<p>Turnover: Indicate your company's most recent annual turnover:</p> <p>R.....</p>
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- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership
- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rating agency.

The DTI has created an online **B-BBEE Registry** (<http://www.dti.gov.za>) in order to provide a central and standardized source of the B-BBEE status of all entities, and to facilitate the flow of this information amongst entities by providing a Unique Profile Number (UPN) per each listing. Existing and prospective suppliers are therefore urged to list their B-BBEE status on the DTI Registry. Hence, entities verified by DTI, will receive the following benefits:

- Their BBBEE status will be verified and confirmed by the DTI, before listing on the Registry
- Listing on the Registry will provide suppliers the option to market themselves on the DTI B-BBEE Opportunities Network. This is a search engine that is designed to help businesses find B-BBEE compliant entities who match specific requirements in terms of the nature of services/goods provided, region, B-BBEE status or other search criteria.

Transnet supports this DTI initiative and will use the DTI Registry to verify prospective and existing suppliers' BBBEE credentials.

Kindly provide Transnet with your DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

<p>DTI BBBEE UNIQUE PROFILE NUMBER:</p> <p>.....</p>

Failure to submit your BBBEE information in terms of the above-mentioned clauses will result in a score of zero being allocated for BBBEE evaluation.



9 COMMUNICATION

Respondents are warned that a response will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of TRANSNET in respect of an RFQ between the closing date and the date of the award of the business.

A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFQ to the TRANSNET employee as indicated in (2) above.

10. RFQ SCHEDULE

Respondents will be contacted as soon as practicable with a status update. At this time short-listed Respondents may be asked to meet with TRANSNET representatives. Respondents are to provide a list of persons who are mandated to negotiate on behalf of their company, together with their contact details.

10.1 INSTRUCTIONS FOR COMPLETING THE RFQ

- (i) Sign one set of documents (sign and date the bottom of each page). This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set can be a copy of the original signed Proposal.
- (ii) Both sets of documents to be submitted to the address specified above.
- (iii) The following returnable documents must accompany all Proposals:
 - The Respondent's latest audited financial statements;
 - The Respondent's valid Tax Clearance Certificate.
 - A CD copy where applicable

11. COMPLIANCE

The Respondent shall be in full and complete compliance with any and all applicable State and Local Laws and Regulations.

12. ADDITIONAL NOTES:

- All returnable documents as indicated in the Proposal Form (Section 3) must be returned with the response
- Changes by the Respondent to its submission will not be considered after the closing date
- The person or persons signing the Proposal must be legally authorized by the Respondent to do so (Refer Section 4). A list of those person(s) authorized to negotiate on your behalf must be submitted along with the Proposal
- All prices must be quoted in South African Rand
- TRANSNET reserves the right to undertake post-tender negotiations with the preferred Respondent or any number of short-listed Respondents

NB: Unless otherwise expressly stated, all Proposals furnished pursuant to this Request shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated. TRANSNET reserves the right to reject any or all offers.

<p style="text-align: center;">FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS MAY RESULT IN THE PROPOSAL BEING REJECTED.</p>



13. DISCLAIMERS

Respondents are hereby advised that TRANSNET is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Proposal in response to it. In particular, please note that TRANSNET reserves the right to:

- modify the RFQ's Goods or Services and request Respondents to re-bid on any changes
- reject any Proposal which does not conform to instructions and specifications which are detailed herein
- disqualify Proposals submitted after the stated submission deadline
- not necessarily accept the lowest priced Proposal
- reject all Proposals, if it so decides
- award a contract in connection with this Proposal at any time after the RFQ's closing date
- award only a portion of the proposed Goods or Services which are reflected in the scope of this RFQ
- split the award of the contract between more than one Supplier
- make no award of a contract

Kindly note that TRANSNET will not reimburse any Respondent for any preparation costs or other work Performed in connection with the Proposal, whether or not the Respondent is awarded a contract.

14. Any PROPOSAL submitted by a Respondent is subject to negotiation and review of the proposed contract by Trans net's Legal Counsel.

NAME OF RESPONDENT:

PHYSICAL ADDRESS:

Indent's contact person:	Name:	_____
	Designation:	_____
	Telephone:	_____
	Cell phone:	_____
	Facsimile:	_____
	Email:	_____

**TRANSNET urges its clients and suppliers to report
Any fraud or corruption
On the part of Transnet' employees to
TIP-OFFS ANONYMOUS: 0800 003**



SECTION 2

RFQ NUMBER CRAC/VAR/6839

INFRA RED THERMOGRAPHIC SCANNING OF OVERHEAD WIRES COUNTRYWIDE FOR A PERIOD OF ONE YEAR

REQUISITION FOR QUOTATION

REQUISITION FOR QUOTATION

MESSRS:

Tel (011)
Fax (011)

ISSUE DATE 08-11-2010

CLOSING DATE 23-11-2010 (10h00)

SUPPLY CHAIN SERVICES	
Contact:	Neo Sekwati
Tel:	011 584 0635

Prices in South African currency, including all costs.

Direct to consignees

ITEM NO:	DESCRIPTION	QTY	Price per each
1.	As per scope attached		
Total price			
2.Prices must be V.A.T. exclusive			
3. Direct delivered to:			
4.Contact person:		Neo Sekwati 011 584-0635	

5.COMPULSARY DOCUMENTS

NOTE

:5.1.Return of tender documents

The tender documents must be submitted on the closing date in **duplicate** and failure To do so will automatically disqualify your offer.

5.2.The following documents are compulsory, and they must be attached to the tender document If **Not** your tender will not be considered.

- a) Tax Clearance Certificate
- b) Supplier Declaration Form
- c) Current Vat Registration No.
- d) BBBEE level certification and Score Card

SIGNATURE OF TENDERER: _____ **Date:** _____



6. FRAUD HOTLINE

Transnet strives to be fair, equitable and just in all its dealings with tenderers. As such we encourage all tenderers to report any practice, activity or information that they are aware of or become aware of which may result in any perception of or actual fraud being committed against or in the name of Transnet. The hotline details are:-

Hotline telephone: 0800 003 056

Email: transnet@tip-offs.com

Fax: 0800 007 788

All information received will be treated with the utmost confidentiality

7. BUSINESS ADJUDICATION CRITERIA:

7.1. "Order winning criteria"

7.1.1. Competitive pricing

7.2. "Technical"

7.2.1 Compliance to specification

7.2.3 Delivery/ schedule

7.2.4 Equipment

7.3. "BBBEE"

7.3.1. Provide BBBEE level Certification

SIGNATURE OF TENDERER: _____ Date: _____



SECTION 3

RFQ NUMBER CRAC/VAR/6839

INFRA RED THERMOGRAPHIC SCANNING OF OVERHEAD WIRES COUNTRYWIDE FOR A PERIOD OF ONE YEAR

REQUEST FOR QUOTATION (“RFQ”)

8. RFQ SITE MEETING

A **COMPULSORY** information meeting will be held at the following venue:

VENUE : 1ST FLOOR BOARDROOM
NYANDA HOUSE 3
PARKTOWN
TRANSNET FREIGHT RAIL

Time : 10h00

Date : 15 NOVEMBER 2010

The site meeting is compulsory and companies not attending **will be overlooked** during the tender awarding process.

8.1. ATTENDANCE CERTIFICATE

This is to certify that.....

Representative/s of

Has/have today attended the Tender briefing in respect of the proposed:

.....

TRANSNET’S REPRESENTATIVE TENDERER’S REPRESENTATIVE

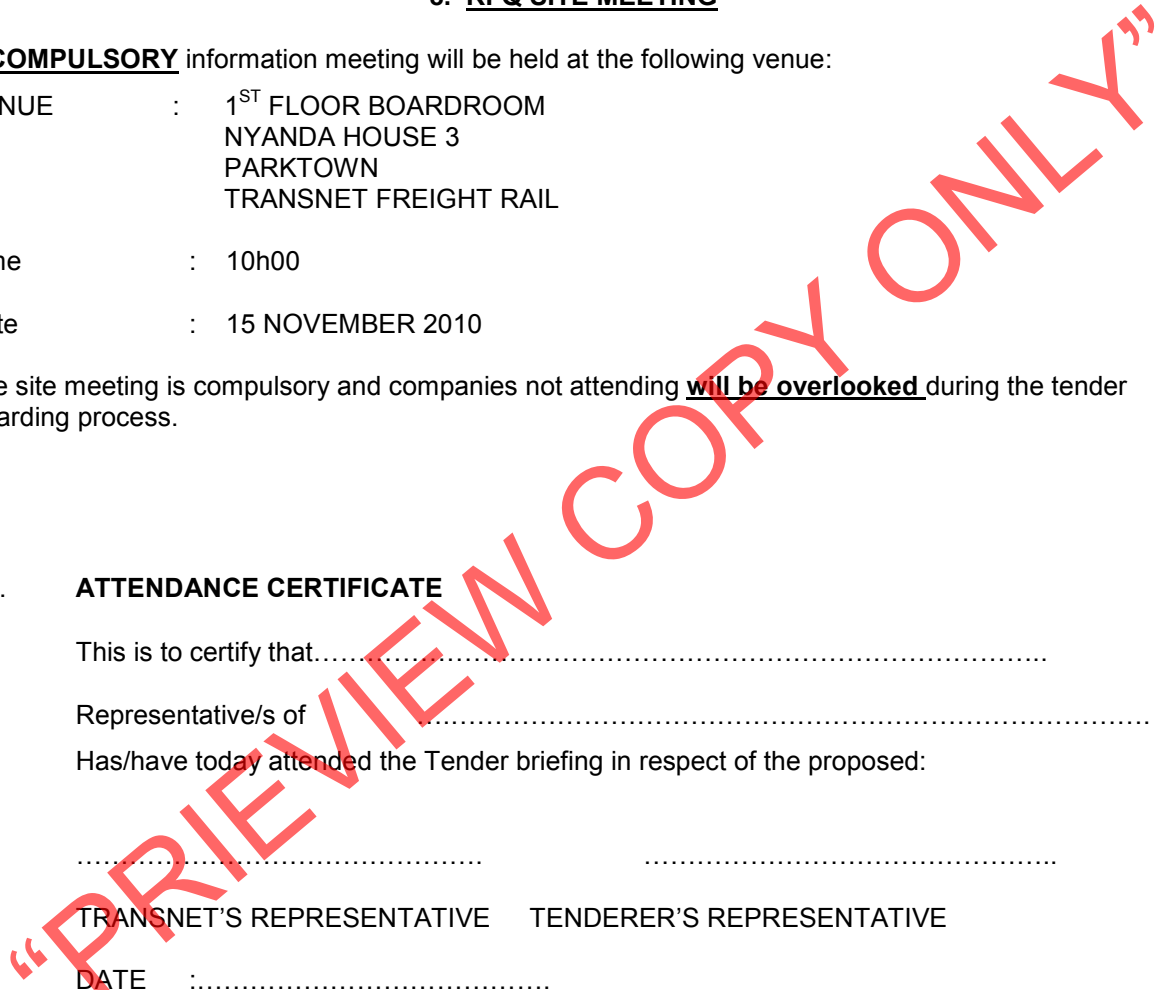
DATE :

VERY IMPORTANT

ANY TENDERER NOT ATTENDING THE INFORMATION MEETING **WILL** AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDING PROCESS

SIGNATURE OF TENDERER:

Date:





REFERENCES

COMPANY INFORMATION

9. STATEMENT OF WORK (S) SUCCESSFULLY CARRIED OUT BY THE TENDERER:

Tenderes are to advise which other companies have they successfully provided or are currently providing similar services.

Service Description	For whom done	Period	Contact person and Telephone or Cell number

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SIGNATURE OF TENDERER:

Date: _____



RFQ NUMBER CRAC/VAR/6839

INFRA RED THERMOGRAPHIC SCANNING OF OVERHEAD WIRES COUNTRYWIDE FOR A PERIOD OF ONE YEAR

SCOPE OF WORK



A division of Transnet Limited

INFRASTRUCTURE ENGINEERING

PROJECT SPECIFICATION

PROJECT SPECIFICATION FOR INFRARED THERMOGRAPHIC SCANNING OF OVERHEAD TRACK EQUIPMENT.

Statement of authorization:

There is no SANS specification available for similar material / equipment and as far as can be ascertained no other specification / standard suitably covers Transnet Freight Rail requirements. The specification has been compiled in a manner which shall favour / encourage local manufacture of material / equipment to maximum degree.



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SCOPE

- 1.1 This project specification covers Transnet Freight Rail's requirements for infrared thermographic scanning of railway electrification equipment, processing of data and the presentation of results for the purpose of preventative maintenance on 3kVDC, 25kVAC and 50kVAC overhead track equipment of Transnet Freight Rail countrywide.

STANDARDS

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

DESCRIPTION OF WORK

- 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 Republic of South Africa.
- 3.2 The estimated total distance of overhead lines to be scanned is 15 000 km. The overhead lines will be scanned during the night. It is expected between 50 km and 500 km and a 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 total number of runs per year to suit their needs.
- 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 within Transnet Freight Rail's territories countrywide and 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 on every scanning trip.

CONTRACTUAL OBLIGATIONS

- 4.1 Over and above the conditions mentioned in the general conditions of contract, the Contractor shall also be responsible for the conditions mentioned hereunder.
 - 4.1.1 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.
 - 4.1.2 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.
 - 4.1.3 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.
 - 4.1.4 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.
 - 4.1.5 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 delays must be countersigned by the Transnet Freight Rail depot personnel accompanying the scan.
 - 4.1.6 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.
 - 4.1.7 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.
 - 4.1.8 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.
 - 4.1.9 The Contractor is responsible for transport of his staff and equipment between centres/infra-areas.
 - 4.1.10 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.

- 4.1.11 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, perform 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.

INSTALLATION

- 5.1 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.
- 5.2 No drilling or other method shall be used which cause damage to the locomotive.
- 5.3 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.

WORK TO BE DONE BY TRANSNET FREIGHT RAIL

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 The Supervisor or his deputy shall do verification audits on each report, before making payments and dispatching reports to respective depots.
- 6.6 The Supervisor or his deputy accompanying the Contractor shall monitor and record all scanning operations and certify payment therefore in accordance with the contract.
- 6.7 The Supervisor or his deputy shall ensure that parties involved in making payments sign the site diary and instruction book accordingly.



- 6.8 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” equipments. The training module is presented over four days.

TENDERING PROCEDURE

- 7.1 The term of the Contract shall be 12 months. Notwithstanding the conditions mentioned in the general conditions of contract, the price shall hold firm for the term of the contract and escalation shall only be applicable should Transnet exercise its option to extend the contract for a further 12 months.
- 7.2 Tenderers shall complete the attached “Schedule of Quantities and Prices”. Items not reflected in this Schedule, but covered in the Project Specification or agreed at the inspection meeting shall all be added to the ‘Schedule of Work and Prices’ by the Tenderer and quoted for accordingly.
- 7.3 An addendum reflecting changes to the Project Specification and “Schedule of Quantities and Prices” may be forwarded to Tenderers after the site meeting and Tenderers should quote accordingly.
- 7.4 Tenderers shall indicate clause-by-clause (including sub clauses) compliance with the specification. 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 Tenderers to elaborate on their clause.
- 7.5 Tenderers shall motivate a statement of non-compliance.
- 7.6 Where equipment offered does not comply with standards or publications referred to in the specification, Tenderers shall state which standards apply and submit a copy in English or certified translation.
- 7.7 Tenderers shall submit equipment type test certificates as specified with the Tender. These shall be in English or certified translation.
- 7.8 The quantities in the Schedule of Prices and Quantities are estimated and may be more or less than stated.
- 7.9 The Schedule of Prices makes provision for tenderers to quote the following unit prices:-
- 7.9.1 A rate per km to scan overhead track equipment. This rate shall include the cost of all reports compiled per section.
- 7.9.2 A rate per hour for overtime. This rate shall cover the cost of all personnel.
- 7.9.3 A rate per hour for Sunday time. This rate shall cover the cost of all personnel.
- 7.9.4 A rate per hour for work on public holidays. This rate shall cover the cost of all personnel.
- 7.9.5 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.
- 7.9.6 A rate per kilometer for traveling. This rate shall cover the costs per kilometer traveled 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.)

- 7.9.7 A rate per day to compensate the Contractor for cancellation of trains at short notice.
- 7.9.8 A rate per hour for waiting for trains will only be in effect if the minimum of five hours of scanning is not achieved.
- 7.10 Tenderers shall quote unit prices that shall be applied in the Schedule of Prices and Quantities to determine the approximate tender price.
- 7.11 The contract price shall be ascertained as the sum of all scanning costs, report costs, overtime costs, traveling, accommodation and other associated costs.
- 7.12 Tenderers shall submit proposals of how they will operate to achieve the specified results and also submit specimens of reports to be produced.

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ANNEXURE 2: INFRASTRUCTURE AREAS COUNTRYWIDE

Depot	Approximate Sections	Scans/year	Approx. km's	Elect Type	Methods of Scanning
Isando	Lud-Ogies	Twice/year	360	3kV DC	Heavy Haul
	Sentrarand-Oakmoor	Twice/year	48	3kV DC	Heavy Haul
	Sentrarand-Sybrand	Twice/year	64	3kV DC	Heavy Haul
	Springs-Sybrand	Twice/year	120	3kV DC	Heavy Haul
Krugersdorp	Randfontein-Bank	once/year	34	3kV DC	Heavy Haul
	Bank-Welverdiend	once/year	48	3kV DC	Heavy Haul
	Welverdiend-Lichtenburg	once/year	126	3kV DC	Heavy Haul
	Welverdiend-Potchefstroom	once/year	64	3kV DC	Heavy Haul
	Potchefstroom-Klerksdorp	once/year	100	3kV DC	Heavy Haul
	Klerksdorp-Veertienstrome	once/year	226	3kV DC	Heavy Haul
Ladysmith	Ladysmith-Pietermaritzburg	Twice/year	200	3kV DC	Consists/YQ
	Ladysmith-Harrismith	Twice/year	120	3kV DC	Consists/YQ
	Ladysmith-Glencoe	Twice/year	84	3kV DC	Consists/YQ
	Glencoe-Vryheid	Twice/year	200	3kV DC	Consists/YQ
Ermelo	Ermelo-Boodsnyersplaas L1	Twice/year	194	3kV DC	Heavy haul
	Ermelo-Boodsnyersplaas L2	Twice/year	194	3kV DC	Heavy haul
	Landau-Gelukplaas L3	Twice/year	126	3kV DC	Heavy haul
	Witbank-Broodsnyersplaas L2	Twice/year	170	3kV DC	Heavy haul
	Ermelo-Piet Retief L1	Twice/year	210	25kV AC	Heavy haul
	Ermelo-Piet Retief L2	Twice/year	210	25kV AC	Heavy haul
	Wonderfontein-Gelukplaas L1	Twice/year	60	3kV DC	Heavy haul
Vryheid	Vryheid East – Richardsbay L1	Twice/year	400	25kV	Heavyhaul



Depot	Approximate Sections	Scans/year	Approx. km's	Elect Type	Methods of Scanning
	Vryheid East – Richardsbay L2	Twice/year	400	25kV	Heavyhaul
	Ulundi L1 - Vryheid East	Twice/year	200	25kV	Heavyhaul
	Vryheid East – Piet Retief L1	Twice/year	198	25kV	Heavyhaul
	Vryheid East – Piet Retief L2	Twice/year	396	25kV	Heavyhaul
Vryheid	Piet Retief L2– Vryheid East	Twice/year	198	25kV	Heavyhaul

Empangeni	Empangeni-Stanger	Twice/year	420	3kV DC	Heavy haul
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Polokwane	Pyramid-Polokwane	Twice/year	610	25kV AC	Heavy Haul
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Nelspruit	Goedgeluk-Komatipoort	Once/year	400	3kV DC	Heavy Haul
	Kaapmuiden-Hoedspruit	Once/year	340	3kV DC	Heavy Haul
	Hoedspruit-Phalaborwa	Once/year	100	3kV DC	Heavy Haul

Bellville	De Aar - Beaufort West	Once/year	259	25kV A	Heavy Haul
	Beaufort West – Worcester	Once/year	365	3kV DC	Heavy Haul
	Worcester - Bellville	Once/year	155	3kV DC	Heavy Haul
	Bellville - Wellington	Once/year	56	3kV DC	Heavy Haul

Bloemfontein	Bloemfontein-Kroonstad	Once/year	400	3kV DC	Consists/YQ
	Gunhill-Bethlehem	Once/year	150	3kV DC	Consists/YQ
	Bethlehem-Harrismith	Once/year	90	3kV DC	Consists/YQ
	Kroonstad-Wolwehoek	Once/year	280	3kV DC	Consists/YQ

Durban	Booth- Pietermaritzburg	Three/year	600	3KV DC	Heavy Haul
	Bayhead-Pietermaritzburg L2	Three/year	300	3kV DC	Heavy Haul
	Umgeni-Stanger	Three/year	120	3kV DC	Heavy Haul
	Simuma NPC-Kelso	Three/year	180	3kV DC	Heavy Haul



Depot	Approximate Sections	Scans/year	Approx. km's	Elect Type	Methods of Scanning
Koedoespoort	Thabazimbi-Pyramid South	Twice/year	500	25kVAC	Heavy Haul
	Pyramid South-Reyton	Twice/year	200	3kVDC	Heavy Haul
	Pendoring-Atlanta	once/year	50	25kVAC	Heavy Haul

Witbank	Roosenekal-Derwent	Twice/year	200	3kVDC	Heavy Haul
	Reyton-Witbank	Twice/year	160	3kVDC	Heavy Haul
	Witbank-Goedgeluk	Twice/year	520	3kVDC	Heavy Haul

Depot	Approximate Sections	Scans/year	Approx. km's	Elect Type	Methods of Scanning
Kimberley North	Kimberley-Hotazel	Twice/year	700	3kVDC	Heavy Haul
	Kimberley-Vierteenstrome	Twice/year	230	25kVAC	Heavy Haul

Heidelberg	Rooikop-Val No.1	Once/year	105	3kVDC	Consists/YQ
	Val-Vooruitsig No.1	Once/year	114	3kVDC	Consists/YQ
	Vooruitsig-Glencoe No.1	Once/year	108	3kVDC	Consists/YQ
	Glencoe-Vooruitsig No.2	Once/year	108	3kVDC	Consists/YQ
	Vooruitsig-Val No.2	Once/year	114	3kVDC	Consists/YQ
	Val-Rooikop No.2	Once/year	105	3kVDC	Consists/YQ

Saldanha	Saldanha-Halfweg Loop10	Once/year	862	50kV AC	Heavy Haul
	Loop 10-Erts	Once/year	862	50kV AC	Heavy Haul



Vereeniging	Cachet-Houtheuwel L17	Once/year	160	3kV DC	Consists/YQ
	Houtheuwel-Vereeniging LXE	Once/year	20	3kV DC	Consists/YQ
	Vereeniging-Angus LZC	Once/year	80	3kV DC	Consists/YQ
	Angus-Union LZ1	Once/year	20	3kV DC	Consists/YQ
	Union-Germiston LXA	Once/year	20	3kV DC	Consists/YQ
	Elsburg-Kaserne West LEE	Once/year	28	3kV DC	Consists/YQ
	Rooikop-Witbok LYP	Once/year	28	3kV DC	Consists/YQ
	Rooikop-Natalspruit LEA	Once/year	16	3kV DC	Consists/YQ
	Vereeniging-Vereeniging South LXD	Once/year	8	3kV DC	Consists/YQ
	Vereeniging South-Saolburg L34	Once/year	40	3kV DC	Consists/YQ
	Sasolburg-Wolwehok L66	Once/year	20	3kV DC	Consists/YQ
	Jupiter-Germiston (RML) LEE	Once/year	10	3kV DC	Consists/YQ
	Bank-Midway L06	Once/year	34	3kV DC	Consists/YQ
	Total km's=			14513	

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BBD 5814



A division of Transnet limited

INFRASTRUCTURE

SPECIFICATION

REQUIREMENTS FOR INFRARED THERMO GRAPHIC SCANNING OF OVERHEAD TRACK EQUIPMENT.

This specification covers the requirements for infrared thermal scanning of 3kV, 25kV and 50kV of railway electrification equipment, the processing of the data and presentation of results for the purpose of preventative maintenance.

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1.0 SCOPE.

This specification covers the technical requirements for infrared thermo graphic scanning of railway electrification equipment, processing of data and the presentation of results for the purpose of preventive maintenance on 3kV DC, 25kV AC and 50kV AC overhead track equipment of Transnet Freight Rail.

2.0 GENERAL

Transnet Freight Rail requires condition assessment information over its 13 000km of overhead electrification equipment to eliminate the risk to service reliability. The data must be in compatible format for Transnet Freight Rail's Infrastructure Maintenance Management system, and be usable to maintenance repair teams.

3.0 SERVICE CONDITIONS.

The infrared scanning shall be done under the following conditions:

- 3.1 Altitude : 0 - 1800m above sea level.
- 3.2 Ambient temperature : -5 °C to +45 °C.
- 3.3 Relative humidity : 10% to 90%.
- 3.4 Lightning conditions : 11 flashes per square km per annum.

4.0 TECHNICAL REQUIREMENTS

- 4.1 The contractor shall use infrared imaging to detect temperature deviations, relative to a reference temperature, of electrification infrastructure equipment.
- 4.2 The reference temperature against which overheating components are compared shall be that of the running conductor or component to which the overheating component is electrically connected.
- 4.3 A "hotspot" shall be reported whenever the temperature of the component is $\geq 5^{\circ}\text{C}$ above that of the associated reference component. This threshold may be changed at the discretion of the project manager.
- 4.4 For the purpose of scanning the overhead track equipment, the thermal imaging equipment may be mounted on the trailing locomotive of a locomotive consist which will generally be hauling a heavy haul train load, but may be a specified locomotive consist. Alternatively for scanning the track bonding, the equipment may be mounted on the leading locomotive in which case the contractor must allow for such cabling that might be required. Suitable means for mounting such equipment without causing damage to said locomotive shall be provided by the successful contractor.
- 4.5 The thermal recording equipment shall be capable of reliable operation under the electrically noisy environment and mechanical vibration normally associated with railway traction locomotives.
- 4.6 The recording equipment shall have its own power source. Petrol driven generators will not be allowed. A battery bank is recommended.

5.3.4. Hard copy printouts shall be provided on A4-size, with the information as specified in Annexure 2 hereto.

5.3.5. Electronic data:

5.3.5.1 For each defect detected a database record is required in the prescribed Microsoft excel file format, as specified in the Annexure 1 hereto.

5.3.5.2 For each defect detected a bitmap image on compact disc is required.

5.3.5.3 For each defect detected a 8 second image sequence file on CD shall be provided, starting 4 seconds before- and ending 2 seconds after the defect.

5.3.5.4 Images must be readable with Microsoft product software.

5.3.5.5 Image files, coded into the file name, must be saved with :

- depot Name, and
- record number unique to the campaign

5.4 **MEASUREMENT REQUIREMENTS**

5.4.1 The system must identify at the location where the following phenomena occurs, the information required in Annexures 1 and 2:

5.4.1.1 overheating components as a result of electrical continuity defects.

5.4.1.2 visible arcing emitted by the copper of the wire during the electrical arcing caused by the current collector parting from the contact wire, but excluding those at section insulators.

5.5 **DATA VERIFICATION**

5.5.1 Transnet will require a verification of the data before acceptance, the details of which will be described in the project specification.

6.0 **Tender Procedure.**

6.1 Tenders shall be submitted in accordance with Transnet's tendering method stated in the Project Specification.

7.0 Annexures.

The following appendices form an integral part of this specification.

- 7.1 Annexure 1: INFORMATION REQUIRED IN DATABASE FORMAT.
- 7.2 Annexure 2: FORMAT FOR HARD COPY REPORT-1.
- 7.3 Annexure 3: FORMAT FOR HARD COPY REPORTS-2.
- 7.6 Annexure 4: STANDARD DESCRIPTIONS OF COMPONENTS.

END

CHIEF ENGINEER
INFRASTRUCTURE ENGINEERING

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ANNEXURE 1 - INFORMATION REQUIRED IN DATABASE FORMAT

Microsoft Excel file format for viewing with Microsoft Office software, and for importing into IAMM viewer:

<i>Parameter</i>	<i>Format, e.g.</i>
Date	2004-03-12
Record no.	0001
GPS Latitude	29.84803401
GPS Longitude	-27.33911629
GPS Altitude	1707.22
Section ID	E1H13VC
Line code	C02 – L028
Section description Node 1	Newcastle
Section description Node 2	Ladysmith
Mast location (before fault)	45/2
Mast location (after fault)	45/3
Magnetic tape timer	01:24:34
Kilometer	45
Meter	0.0102
Line (up/down/yard)	Up
Linked bitmap	LDS_0034 .JPEG
Linked video clip	LDS_0034 .MPEG
Defective component	Catenarysplice
Relative temperature	16°C

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ANNEXURE 2 - FORMAT OF HARD COPY REPORT-1

**Infra-red Scan
Overhead Track Equipment**

Date	Record Number	GPS Co-ordinates			Section description				Line (up/down/yard)	Mast loc before	Mast loc after
		Latitude	Longitude	Altitude	Section ID	Line code	Node 1	Node 2			

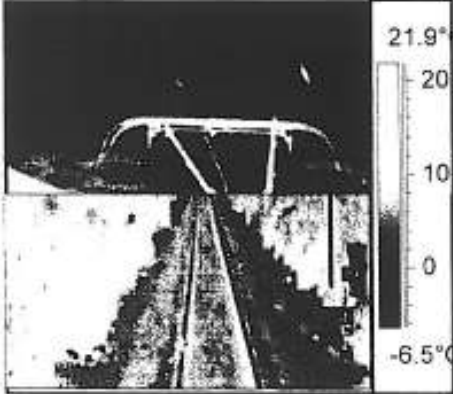
Relative Temperature	Magnetic tape Time counter	Km	Meter	Linked bitmap	Linked video clip	Component

END

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ANNEXURE 3 - FORMAT OF HARD COPY REPORT-2

Images of the overhead wires and track bonding must be combined in a graphic picture, and the location text superimposed on the graphic. The file must be in the JPG format. An example of the graphic format is provided as guideline:

	Parameter	Format, e.g.
	Date	2005-08-13
	Record no.	0034
	GPS Latitude	29.84803401
	GPS Longitude	-27.33911629
	GPS Altitude	1707.22
	Section ID	E1H13VC
	Line code	C02-1028
	Section description Node 1	Newcastle
	Section description Node 2	Ladysmith
	Mast location (before fault)	45/2
	Mast location (after fault)	45/3
	Magnetic tape timer	01:24:34
	Kilometer	45
	Meter	0.0102
Line (up/down/yard)	Up	
Linked bitmap.	LDS_0034.JPEG	
Linked video clip.	LDS_0034_MPEG	
Defective component	Splice Feeder	
Relative temperature	16°C	

END



SECTION 4

RFQ NUMBER CRAC/VAR/6839

INFRA RED THERMOGRAPHIC SCANNING OF OVERHEAD WIRES COUNTRYWIDE FOR A PERIOD OF ONE YEAR

RETURNABLE DOCUMENTS

Refer Document attached hereto

C.1.Returnable Schedules / Documents required for tender evaluation purposes (By e.g.

	Returnable Schedules / Documents	YES/NO/N/A	
1	Certificate Of Authority For Joint Ventures (Where Applicable	x	
2	Schedule of the Tenderers Experience	x	
3	Certificate of Attendance at Clarification Meeting	X	
4	Labour Payment Schedule	X	
5	Supplier Declaration form (version2)	X	
6	Letter of Good Standing with the Compensation Commissioner	x	
7	Original / Certified BBEE Rating Certificate With Detailed Scorecard	X	
8	Statement Of Compliance With Requirements Of The Scope Of Work	x	
9	Certified Copy of Financial Statements (for the past 3 years) including Balance sheets where BBEE not provided.	x	
10	Certified Copy of Share Certificates CK1 & CK2	x	
11	Certified Copy Of Certificate Of Incorporation and CM29 and CM9	x	
12	Certified Copy of Identity Documents of Shareholders/Directors/Members (Where Applicable)	x	
13	Cancelled Cheque	X	
14	Original current Tax Clearance Certificate	X	
15	Original Vat Registration Certificate	X	
16	Copy of BEE Policy/BEE Plan/Employment Policy/Procurement Policy	X	

SIGNATURE OF TENDERER:

Date: _____



SECTION 5

RFQ NUMBER CRAC/VAR/6839

INFRA RED THERMOGRAPHIC SCANNING OF OVERHEAD WIRES COUNTRYWIDE FOR A PERIOD OF ONE YEAR

SUPPLIER DECLARATION FORM

Refer Document attached hereto

Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

Transnet Vendor Management has received a request to load your company on to the Transnet vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (**SDF**) on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS member).

NB:

- **Failure to submit the above documentation will delay the vendor creation process.**
- *Where applicable, the respective Transnet business unit processing your application may request further information from you, E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.*

IMPORTANT NOTES:

- a) **If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company AND/OR BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.

NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).



- c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) **Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.**

Regards,
 Transnet Vendor/Supplier Management *[please substitute this with your relevant Transnet department before sending this document out]*

Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Bank Account Number			
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)	< R5 Million		R5-35 million		> R35 million		
Does Your Company Provide	Products		Services		Both		
Area Of Delivery	National		Provincial		Local		



Is Your Company A Public Or Private Entity	Public		Private	
Does Your Company Have A Tax Directive Or IRP30 Certificate	Yes		No	
Main Product Or Service Supplied (E.G.: Stationery/Consulting)				

BEE Ownership Details				
% Black Ownership		% Black women ownership		% Disabled person/s ownership
Does your company have a BEE certificate		Yes	No	
What is your broad based BEE status (Level 1 to 9 / Unknown)				
How many personnel does the firm employ		Permanent	Part time	

Transnet Contact Person	
Contact number	
Transnet operating division	

Duly Authorised To Sign For And On Behalf Of Firm / Organisation			
Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oath			
Name		Date	
Signature		Telephone No.	

NB: Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products.

2. VENDOR TYPE OF BUSINESS

(Please tick as applicable) (* - Minimum requirements)

2.1	Indicate the business sector in which your company is involved/operating:		
Agriculture		Mining and Quarrying	
Manufacturing		Construction	
Electricity, Gas and Water		Finance and Business Services	
Retail, Motor Trade and Repair Services		Wholesale Trade, Commercial Agents and Allied Services	
Catering, accommodation and Other Trade		Transport, Storage and Communications	
Community, Social and Personal Services		Other (Specify)	
Principal Business Activity *			



3.5 List details of current directors, officers, chairman, secretary etc. of the firm: *

SURNAME & INITIALS	IDENTITY NUMBER	TITLE	DIS - ABLED	GENDER	% OF TIME DEVOTED TO THE FIRM	CONTACT NUMBER

3.6 List details of firms personnel who have an ownership interest in another firm: *

SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

4. VENDOR DETAIL

(Please tick as applicable) (- Minimum requirements)*

4.1 How many personnel does the firm employ? *

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

4.1.1 In terms of above kindly provide numbers on women and disabled personnel

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2 Provide Details of Contact Person/s Responsible for Broad Based Black Economic Empowerment (BBEE) in the Company *

SURNAME	INITIALS	DESIGNATION	TELEPHONE NO.

4.2.1 Is your company a value adding supplier (i.e. registered as a vendor under the VAT Act of 1991, where NPAT + total labour cost > 25% of total revenue)?

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



4.2.2 Is your company a recipient of Enterprise Development Contributions?*

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

4.2.3 May the above mentioned information be shared and included in Transnet Supplier Data future reference? *

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

4.2.4 If you are successful in the tender/contract (where applicable) and this is awarded to your company / organisation, will this have a positive impact on your employment plans? *

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

4.2.5 If yes (above) kindly provide the following information:

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Permanent						
Part Time						

4.2.6 In terms of above kindly provide numbers on woman and disabled personnel:

	BLACK	WHITE	COLOURED	INDIAN	OTHER	TOTAL
Women						
Disabled						

4.2.7 Are any of your members/shareholders/directors ex employees of Transnet?

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

4.2.8 Are any of your family members employees of Transnet?

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

4.2.9 If Yes to points 4.2.7 & 4.2.8, list details of employees/ex-employees

SURNAME & INITIALS	IDENTITY NUMBER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNED	TYPE OF BUSINESS OF OTHER FIRM

Internal Transnet Departmental Questionnaire (for office use only)

Section 1: To be completed by the Transnet Requesting / Sourcing Department

TFR	TRE	TPT	TPL	TNPA	TRN
Create	Amend	Block	Unbloc	Once-Off / Emergency	
Exten	Delete	Undele			

Supplier's trading name	
Supplier's registered name	



Please indicate if the Supplier has a contract with sourcing Transnet OD	Yes		No
If yes please submit a copy of the letter of award			

a) What is being procured from the supplier?

i. Products only	Yes		No	
ii. Services only	Yes		No	
iii. Labour only	Yes		No	
iv. Mix of services and products	Yes		No	
v. Mix of services and labour	Yes		No	

b) If your answer is **YES** to questions II, III, IV or V in paragraph a) above, please indicate whether the relevant **PAYE questionnaires** have been forwarded to the appropriate **Transnet Operational Divisions'** decision making bodies / **Strategic Supply Management** team for a directive /decision on tax withholding from payments to this supplier.

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

c) If your reply to (b) is **"NO"**, please furnish reasons :

d) Certification and Approval of proposed Vendor Creation/Unblocking/Other Changes by Transnet Official with Appropriate Delegated Authority :

I HEREBY CERTIFY THAT THE TRANSNET DETAILED PROCUREMENT PROCESS (DPP) / PROCUREMENT MECHANISM HAS IN ALL RESPECTS BEEN ADHERED TO AND I THEREFORE APPROVE THE PROPOSED VENDOR CREATION/APPROVAL/OTHER CHANGES TO BE EFFECTED ON THE VENDOR MASTER

Name	Grade	Date								Signature
		Y	Y	Y	Y	M	M	D	D	

Tel No:		Fax	
---------	--	-----	--

Section 2: To be completed by the BEE Department (this section is for Confirmation/Determining of

NARROW BASED (NB)				BROADBASED (BBBEE)										
BEE O/S	BWBE	DPB	MR	CONTR. LEVEL	EME: <R5m	QSE: >R5m <R35m	LARGE: >R35m	VALIDITY DATE						
Name				Grade		Date				Signature				
						Y	Y	Y	Y	M	M	D	D	
						Y	Y	Y	Y	M	M	D	D	



SECTION 6

RFQ NUMBER CRAC/VAR/6839

**INFRA RED THERMOGRAPHIC SCANNING OF OVERHEAD WIRES COUNTRYWIDE FOR A PERIOD
OF ONE YEAR**

GENERAL TERMS AND CONDITIONS (CSS5 – SERVICES)

Refer Document attached hereto

“PREVIEW COPY ONLY”



SECTION 7

RFQ NUMBER CRAC/VAR/6839

**INFRA RED THERMOGRAPHIC SCANNING OF OVERHEAD WIRES COUNTRYWIDE FOR A PERIOD
OF ONE YEAR**

STANDARD TERMS AND CONDITIONS OF CONTRACT (US7 – SERVICES)

Refer Document attached hereto

“PREVIEW COPY ONLY”



SECTION 8

RFQ NUMBER CRAC/VAR/6839

INFRA RED THERMOGRAPHIC SCANNING OF OVERHEAD WIRES COUNTRYWIDE FOR A PERIOD OF ONE YEAR

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made the day of 2010

BETWEEN:

- (1) **Transnet Limited** ("Transnet") (Registration Number 1990/000900/06) whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001, and
- (2) [.....] ("the Company") (Registration Number) whose registered office is at [.....]

WHEREAS

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

IT IS HEREBY AGREED

1. Interpretation

1.1 In this Agreement:-

"**Agents**" means directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;

"**Confidential Information**" means Information 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 Proposal 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:-

- (i) is publicly available at the time of its disclosure or becomes publicly available (other than as result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this letter); or
- (ii) 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
- (iii) 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;

“Group” means any subsidiary, any holding company and any subsidiary of any holding company of either party;

“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;

“Proposal” means the aggregation of Transnet’s Request for Information (RFI) and Request for Proposal (RFP).

2. Confidential Information

- 2.1 The Receiving Party will treat and keep all Confidential Information 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 Proposal or for the subsequent performance of any contract between the parties in relation to the Proposal.
- 2.3 Notwithstanding clause 2.1, the Receiving Party may disclose Confidential Information:
- (i) To those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 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
 - (ii) 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 (ii) above, it shall promptly notify the Disclosing Party and co-operate 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 to at least the same standard as the Receiving Party keeps its own Confidential Information. The Receiving Party shall not make any copies or reproduce in any form any Confidential Information except for the purpose of disclosure as permitted in accordance with this Agreement.
- 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 Receiving Party shall, within seven days of receipt of a written demand from the Disclosing Party or of its ceasing to be interested in the Proposal:
- (i) Return all written Confidential Information (including all copies); and
 - (ii) 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 Receiving Party or on its behalf (including by any person to whom disclosure has been made as permitted under clause 2.3(i) above).

The obligations in this clause 3.3 shall not apply to the extent that (but only for so long as) it is necessary to retain copies for the purpose of providing information to any regulatory authority in accordance with clause 2.3 (ii) above.

- 3.4 The Receiving Party shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3 (ii) above.

4. Announcements

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Proposal 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 [be continuing and shall survive the termination of any discussions or negotiations between the parties regarding the Proposal continue for a period of 3 (three) 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 Proposal and in complying with the terms of this Agreement.

7. Representations

- 7.1 Each party agrees that any Information made available to the Receiving Party or its Agents for the purpose of negotiations or discussions in relation to the Proposal will not form the basis of, or any representation in relation to, any contract, nor constitute an offer or invitation by the Disclosing Party.



7.2 Except in the case of fraudulent misrepresentation, the Disclosing Party accepts no responsibility for nor makes any representation or warranty, express or implied, with respect to the accuracy, reliability or completeness of any Information made available to the Receiving Party or its Agents.

8. Adequacy of damages

8.1 Without prejudice to any other rights or remedies of the Disclosing Party, the Receiving Party acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the provisions of this Agreement and that the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the Receiving Party or its Agents, and no proof of special damages shall be necessary for the enforcement of the rights under this Agreement.

8.2 Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available by 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.

9. Data Protection

The Receiving Party warrants that it and its Agents have the appropriate technical and organizational measures in place against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data held or processed by them.

10. General

10.1 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.

10.2 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.

10.3 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.

10.4 This Agreement may only be modified by a written agreement duly signed by persons authorized on behalf of each party.

10.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

10.6

his 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.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

TRANSNET LIMITED:

By:
(Signature)

Print name: _____

Title: _____

Date: _____

[*Insert company name*]:

By:
(Signature)

Print name: _____

Title: _____

Date: _____

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TRANSNET



delivering on our commitment to you

Suppliers Code of Conduct

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Suppliers Code of Conduct

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

These are:

- » Transnet Procurement Policy- A guide for tenderers;
- » Section 217 of the Constitution- the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- » The Public Finance Management Act (PFMA);
- » The Broad Based Black Economic Empowerment Act (BBBEE); and
- » The Anti-Corruption Act.

This code of conduct has been compiled to formally apprise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

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

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

Transnet will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.

- » Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.





- >> Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.

Employees may not receive anything that is calculated to:

- Illegally influence their judgement or conduct or to influence the outcome of a sourcing activity;
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; gain an improper advantage.

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

Transnet is firmly committed to free and competitive enterprise.

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

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

- >> Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities.



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These include, but are not limited to:

- Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
- Collusion;
- Failure to disclose accurate information required during the sourcing activity (ownership financial situation, BBBEE status, etc.);
- Corrupt activities listed above; and harassment, intimidation or other aggressive actions towards Transnet employees.

- >> Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence must be conducted and the supplier is expected to participate in an honest and straight forward manner.
- >> Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflict of Interest

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

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



Show that you support good business practice by logging onto www.transnet-suppliers.net and completing the form.

This will allow us to confirm that you have received, and agree to, the terms and conditions set out in our Suppliers Code of Conduct.

TIP-OFFS ANONYMOUS HOTLINE
0800 003 056



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