



Transnet Freight Rail  
A Division of  
TRANSNET LIMITED  
(Registration No. 1990/000900/06)

## REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER KDS80E1976 – 6909

**FOR THE SUPPLY, TESTING, COMMISSION AND MAINTENANCE OF THE EXISTING AND ADDITIONAL THEFT ALARM SYSTEM EQUIPMENT FOR THE EXISTING OVERHEAD ELECTRIFICATION WIRES ALARM ON THE SECTION ERMELO – OGIES - BLACKHILL**

**FOR A PERIOD OF ONE YEAR**

ISSUE DATE	:	17 November 2010
CLOSING DATE	:	07 December 2010
CLOSING TIME	:	10H00
OPTION DATE	:	31 March 2011

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

\_\_\_\_\_  
Respondents Signature

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



**RFQ NUMBER KDS80E1976 – 6909**

**FOR THE SUPPLY, TESTING, COMMISSION AND MAINTENANCE OF THE EXISTING AND ADDITIONAL THEFT ALARM SYSTEM EQUIPMENT FOR THE EXISTING OVERHEAD ELECTRIFICATION WIRES ALARM ON THE SECTION ERMELO – OGIES – BLACKHILL**

**FOR A PERIOD OF ONE YEAR**

**SCHEDULE OF DOCUMENTS**

**Section**

1. **Notice to Bidders**
2. **Background, Overview and Scope of Requirements**
3. **Quotation Form**
4. **Resolution of Board of Directors (Respondent's Representative)**
5. **Certificate of Acquaintance with RFQ Documents**
6. **Schedule Crossings, quantities and rates**
7. **General Tender Conditions (CSS5 – Services)**
8. **Standard Terms and Conditions of Contract (US7 - Services)**
9. **Schedule of Plant**
10. **System requirement specification (BBB1959 version 2)**
11. **Minimum Communal Health Requirements (E4B)**
12. **Safety Arrangements and Procedural Compliance (E4E)**
13. **Specification For Works On, Over, Under Or Adjacent to Railway Lines Near High Voltage Equipment**
14. **Suppliers Code of Conduct**
15. **Non-Disclosure Agreement**
16. **Tender Safety Clauses and Questionnaire**
17. **Supplier Declaration Form**

\_\_\_\_\_  
Respondents Signature

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



## SECTION 1

RFQ NUMBER KDS80E1976 – 6909

### FOR THE SUPPLY, TESTING, COMMISSION AND MAINTENANCE OF THE EXISTING AND ADDITIONAL THEFT ALARM SYSTEM EQUIPMENT FOR THE EXISTING OVERHEAD ELECTRIFICATION WIRES ALARM ON THE SECTION ERMELO – OGIES – BLACKHILL

FOR A PERIOD OF ONE YEAR

#### NOTICE TO BIDDERS

1. Quotations are requested from selected persons, companies, close corporations or enterprises (hereinafter referred to as the "**Respondent(s)**") to supply the above-mentioned requirement to Transnet.

On or after 17 November 2010 the RFQ documents may be inspected at, and are obtainable from the office of Transnet Freight Rail Advice Centre, Inyanda House 1, Ground floor, 21 Wellington road, Parktown, Johannesburg. A non-refundable Quotation fee of R300,00 (inclusive of Vat) is applicable per quotation. Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect RFQ; KDS80E1976-6909 and the Company Name. Receipt/s to be presented prior to collection of the RFQ/s.

NOTE 1.1 This amount is not refundable. RFQ documents will only be available until 15h00 on 1 December 2010.

2. A formal briefing session will not be held but should Respondents have specific queries they should email these to the Transnet employee(s) indicated below:

Name : Yvonne Scannell  
Division : Transnet Freight Rail, SCS Procurement  
Email : [Yvonne.scannell@transnet.net](mailto:Yvonne.scannell@transnet.net)

In the interest of fairness and transparency the said information will then be made available to the other Respondents who have collected RFP documents. For this purpose all Respondents need to indicate their intention to respond by informing the above-mentioned Transnet employee (per email only) of their contact numbers as soon as possible but before 2<sup>nd</sup> December 2010.

3. Quotations **in DUPLICATE** must reach The Secretary, Transnet Acquisition Council, before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

\_\_\_\_\_  
Respondents Signature

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



<b>RFQ No</b>	: KDS80E1976 – 6909
<b>Description</b>	: For the supply, testing, commission and maintenance of the existing and additional theft alarm system equipment for the existing overhead electrification wires alarm on the section between Ermelo – Ogies – Blackhill
<b>Closing date and time</b>	: 7 December 2010 at 10h00
<b>Closing address</b>	: (refer options paragraph 4 below)

**4. DELIVERY INSTRUCTIONS FOR THIS RFQ**

- 4.1** If posted, the envelope must be addressed to The Secretary, Transnet Freight Rail Acquisition Council, and P.O. Box 4244, Johannesburg 2000 and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the RFQ. In the event of the late receipt of a Quotation, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 4.2** If delivered by hand, the envelope is to be deposited in Transnet Acquisition Council tender box which is located in the foyer on the ground floor, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg and addressed as follows:

THE SECRETARY  
TRANSNET ACQUISITION COUNCIL  
GROUND FLOOR  
TENDER BOX  
INYANDA HOUSE 1  
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.

- 4.3** If dispatched by courier, the envelope must be addressed as follows and delivered to The Secretary, Transnet Acquisition Freight Rail and a signature obtained from that Office.

THE SECRETARY  
TRANSNET ACQUISITION COUNCIL  
INYANDA HOUSE 1  
21 WELLINGTON ROAD  
PARKTOWN  
JOHANNESBURG  
2001

Respondents Signature

Date & Company Stamp



5. Please note that this RFQ closes punctually at 10:00 on Tuesday 7 December 2010.
6. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
7. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
8. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
9. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
10. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope. All envelopes must reflect the return address of the respondent on the reverse side.
11. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 22 (ALTERATIONS MADE BY THE RESPONDENT TO RFQ PRICES) of the General RFQ Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.
12. **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, but not limited to enterprise development, subcontracting and Joint Ventures) as part of their RFP responses. 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 R30 000 (thirty thousand S.A. Rand) will be evaluated accordingly. All transactions below this R30 000 will, as far as possible, be set aside for Exempted Micro Enterprises (EMEs).

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 (the South African National Accreditation Systems, under the auspices of the DTI).

In terms of Government Gazette No 32094, Notice No 354 dated 23 March 2009, as from 1 August 2009 only BBBEE Accreditation Certificates issued by SANSAS approved verification agencies will be valid.

However Accreditation Certificates issued before 23 March 2009, 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 23 March 2009, by a Verification Agency not approved by SANSAS, will **NOT** be acceptable as from 23 March 2009.

\_\_\_\_\_  
Respondents Signature

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



**12.1** 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 between R5 million and 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 <R5 million are exempted from being rated or verified):**
  - Automatic rating of Level 4 rating, irrespective of race of ownership, i.e. 100% BBBEE recognition
  - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE, i.e. 110% BBBEE recognition
  - EME's should only 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)

**12.2** 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 RFPs the percentage, of the total contract value that 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 subcontractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFP response to enable Transnet to evaluate / adjudicate all RFPs received on a fair basis.

**12.3** Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) as stipulated above to TRANSNET.

<p><b>Turnover:</b> Indicate your company's most recent annual turnover:</p> <p>R.....</p>
--

- 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 rated agency.

**12.4** 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

\_\_\_\_\_  
Respondents Signature

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



- 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.

- 12.5** Kindly provide Transnet with your DTI B-BBEE UNIQUE PROFILE NUMBER with all RFQ submissions.

<b>DTI BBBEE UNIQUE PROFILE NUMBER:</b> .....
--

- 12.6** Failure to submit your BBBEE information in terms of 14.3 and/or 14.5 (above) will result in a score of zero being allocated for BBBEE evaluation.

**13. 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 this 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, and may also at any time after the closing date of the RFQ, communicate with the Secretary of the TRANSNET Acquisition Council, at telephone no. 011 544 9486 or fax no. 011 774 9186 on any matter relating to its RFQ response.

**14. 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 at a location to be agreed.

**15 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 Quotation.
- (ii) Both sets of documents to be submitted to the address specified above.
- (iii) The following returnable documents must accompany all Quotations:
  - Respondent's latest BBBEE Certificate;
  - Respondent's valid Tax Clearance Certificate.

\_\_\_\_\_  
Respondents Signature

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



**16. COMPLIANCE**

The successful Respondent (hereinafter referred to as the “**Supplier**”) shall be in full and complete compliance with any and all applicable State and Local Laws and Regulations.

**17. ADDITIONAL NOTES:**

- All returnable documents as indicated in the Quotation Form (Section 3) must be returned with the response
- Respondents are to note that Quotations in which firm prices are quoted for the duration of any resulting contract may receive precedence over prices which are subject to adjustment
- Changes by the Respondent to its submission will not be considered after the closing date
- The person or persons signing the Quotation must be legally authorised by the Respondent to do so (Refer Section 4). A list of those person(s) authorised to negotiate on your behalf (if not the authorised signatories) must also be submitted along with the Quotation together with their contact details.
- All prices must be quoted in South African Rands
- Transnet reserves the right to undertake post-RFQ negotiations with selected Respondents or any number of short-listed Respondents and may wish to visit the Respondent’s place of manufacture (works) during this process.
- All RFQ documents must be complete in full and no correction ink (Tippex) must be used.

**NB: Unless otherwise expressly stated, all Quotations 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><b>FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS MAY RESULT IN A QUOTATION BEING REJECTED</b></p>
---

**18. 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 Quotation in response to it. In particular, please note that Transnet reserves the right to:

- modify the RFQ’s Service(s) and request Respondents to re-bid on any changes
- reject any Quotation which does not conform to instructions and specifications which are detailed herein
- disqualify Quotations submitted after the stated submission deadline
- not necessarily accept the lowest priced Quotation

\_\_\_\_\_  
Respondents Signature

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



- reject all Quotations, if it so decides
- award a contract in connection with this Quotation at any time after the RFQ's closing date
- award only a portion of the proposed 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
- preference will be given to locally based suppliers

Kindly note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with this Quotation, whether or not the Respondent is awarded a contract.

“PREVIEW COPY ONLY”

\_\_\_\_\_  
Respondents Signature

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



**19. LEGAL REVIEW**

Any Quotation submitted by a Respondent is subject to review and negotiation of the proposed contract by Transnet's Legal Counsel.

Respondents to complete this section:

NAME OF RESPONDENT .....
PHYSICAL ADDRESS .....
.....

Respondent's contact person:	Name.....
	Designation.....
	Telephone.....
	Cell Phone.....
	Facsimile.....
	Email.....
	Website.....

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

\_\_\_\_\_  
Respondents Signature

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



## SECTION 2

RFQ NUMBER KDS80E1976 – 6909

**FOR THE SUPPLY, TESTING, COMMISSION AND MAINTENANCE OF THE EXISTING AND ADDITIONAL THEFT ALARM SYSTEM EQUIPMENT FOR THE EXISTING OVERHEAD ELECTRIFICATION WIRES ALARM ON THE SECTION ERMELO – OGIES – BLACKHILL**

**FOR A PERIOD OF ONE YEAR**

### **BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS**

#### **1.0 SCOPE.**

This specification covers the specific requirements for the design, supply, install, test and commission and maintenance of additional sensors units and field monitoring units for the existing OHTE theft detection alarm system of Transnet Freight Rail's 3kV DC railway electrification in the Davel – Aberdeen - Ogies – Blackhill.

This alarm system must detect cable theft attempts; determine the location of the theft attempt in progress and to alert the responsible operating- and security personnel to enable a rapid response. Following the installation, the contractor must maintain the existing system and the additional equipment for a period of one year.

#### **2.0 STANDARDS**

**2.1** The Contractor shall comply with the following specifications:

**2.1.1** BBB 1959 version1 - The design, supply, install, test, commission and maintenance of the anti theft detection alarm system of Transnet Freight Rail's 3kV DC railway electrification equipment.

**2.1.2** BBB 4728 version1 - Method for acceptance testing and in-service evaluation of the theft detection system on high voltage traction lines.

**2.1.3** E7/1 - Specification for Works On, Over, Under or Adjacent to Railway lines and near High Voltage Equipment.

**2.2** The Contractor shall disregard the term 'prototype' in the specifications.

**2.3** Abbreviations used in this specification:

SU – sensing unit.

FMU – Filed Monitoring unit

\_\_\_\_\_  
Respondents Signature

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



SCU – Section Monitoring unit  
NMS – Network Monitoring System

### 3.0 EXTENT OF WORK

- 3.1 The Contractor shall supply, test, commission and maintain the theft alarm detection system according to specification BBB 1959 version1 for the Ermelo-Ogies-Blackhill section. This will include the present system and the additional equipment.
- 3.2 Ogies to Blackhill – Additional sensors shall be supplied for the installation in each span of the OHTE on both the number 1, 2, and 3 line – total amount of 916.
- 3.3 Ogies to Saaiwater – Additional sensors shall be supplied for the installation in each span of the OHTE on both the no 1, 2 and 3 lines – Total amount of 433. In addition FMU - 5 - shall be supplied.
- 3.4 Aberdeen to Saaiwater – Additional – 13 - FMU shall be supplied to replace the stolen FMU's at Vandyksdrif to Blinkpan.
- 3.5 Aberdeen to Davel – Additional – 12- FMU shall be supplied.
- 3.6 Additional for spares – Ogies to Blackhill – 4 FMU and 10 SU shall be supplied.
- 3.7 Additional for spares – Aberdeen to Saaiwater – 10 FMU and 15 SU shall be supplied.
- 3.8 Additional for spares – Ogies to Saaiwater - 2 FMU and 5 SU shall be supplied.
- 3.9 Additional for spares – Aberdeen to Ermelo – 7 – FMU and 15 SU shall be supplied.
- 3.10 Additional Viewer Nodes - 4 in total - for the installation at – EMP control, Ogies CTC, Electrical maintenance depot Ermelo and JHB control office.
- 3.11 The Contractor shall test and commission the system according to specification BBB 4728 version1.
- 3.12 The Contractor shall monitor and maintain the system for a period of twelve (12) months.
- 3.13 The Contractor is to provide training with manuals for the ground response personnel involved in the reaction to alarm detections.
- 3.14 The Contractor is to provide training with manuals for the personnel involved in the administration of the NMS and Viewer Nodes.
- 3.15 The Contractor to provide training to Transnet Freight Rail staff for the installation of the SU on the overhead wires.

### 4.0 TENDERING PROCEDURE

#### **Pricing**

- 4.1 Respondents shall complete the attached “Schedule of quantities and prices” (Section 6). Items not reflected in this Schedule, but covered in the project specification or agreed at site inspection, shall be added to the “Schedule of work and prices” by the Respondent and quoted for accordingly.
- 4.2 The respondent shall allow in the Schedule for the suitable number of FMU repeaters and shall allow for 10% of the line to be through cuttings where reception is expected to be weak. Respondents must state

\_\_\_\_\_  
Respondents Signature

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



in their tender the FMU spacing for straight lines. Respondents may be precluded from consideration if this estimate is unrealistic which leads to underestimation and consequent artificially low price.

- 4.3 The monthly maintenance costs must be priced as progressive payments for the duration of the maintenance period. Tenders with the bulk of the cost lumped in the initial installation price may not be considered.
- 4.4 Respondents must allow for the system tweaking stipulated in Paragraph 8.0 hereof.

**Technical information**

- 4.5 Respondents shall compile a statement of compliance with this specification and any other specification referred to herein which require it. This shall take the form of a separate document listing all the specification's clause numbers and indicate the individual statement of compliance or non-compliance. This document can be used by Respondents to elaborate on their compliance.
- 4.6 Respondents shall motivate a statement of non-compliance.
- 4.7 Respondents shall submit descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment offered. Specifically, the Respondent must elucidate:
  - The method by which the SU self diagnoses its operational status and battery power deterioration and indicates this to the maintainer of the system.
  - The risk exposure of the SCU, FMU and SU's against electrostatic stress caused by lightning strikes on the wires or in the immediate vicinity and how it will be immunized.
  - Respondents must state the communication systems process, operation and requirements of the theft alarm system.

**Competency and Training**

- 4.8 Respondents must take note of the requirement for the competency of his installation supervisor. A letter of competence for the responsible person(s) in charge of site supervision may be acquired at Transnet's Esselen Park training centre and involves the successful completion of a training module with a written test, presented over two days. It is valid for 2 years.
- 4.9 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 qualified riggers, -erectors and -linesmen. The training module is presented over four days.
- 4.10 Training mentioned above is for the account of the contractor and must be directly arranged with the Esselen Park Training Centre at telephone 011 929 1226 or per facsimile 011 929 1229.

**General**

- 4.11 Respondents must submit a schedule of current systems that they have installed and are maintaining.
- 4.12 Respondents shall provide a provisional Gantt- or a similar chart for the intended installation program. The Contractor shall notify Transnet Freight Rail of the time periods required for the installation, testing

\_\_\_\_\_  
Respondents Signature

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



and debugging of the system. A final program will be expected to be submitted to the Project Manager within 14 days after the award has been made to the successful Respondent

## 5.0 CONTRACTUAL OBLIGATIONS

- 5.1 The line is a working line. During double line permits, trains may be diesel hauled through the work area on the line that is not occupied by the contractor. The contractor shall ensure through his Transnet Freight Rail site representative that he is fully informed about train movements. SU's and FMU's will be installed between trains. When single line occupations are worked, the other line will run with a full service. The contractor must allow for the protection of trains, and time for switching off any lines when required, for the duration of the work. A time allowance must be made for the taking and cancellation of work permits and occupations.
- 5.2 The contractor shall provide an installation program detailing the sections where he will work on a daily basis. This schedule will form the daily requirements of single- and double line permits and occupations. Occupations are requested 21 days before it is due, and the Contractor must provide the information a further 7 days before this notice period. Approval can be confirmed 14 days before the due permit time. Where the contractor is delayed due to permits or occupations not being granted or cancelled, this shall be recorded in the site diary.
- 5.3 The Contractor shall notify Transnet Freight Rail with a minimum of five working days prior to the cancellation of any planned work permits.
- 5.4 The Contractor shall ensure that the responsible person in charge is on site at all times. All safety measures prescribed by Transnet Freight Rail – Electrical Safety Instructions and the "Occupational Health and Safety Act 1993 (Act 85 of 1993)" and specification E7/1 associated with working on a project of this nature shall be adhered to.
- 5.5 The Contractor shall not make use of any subcontractor to perform the works or parts thereof without prior permission from the Manager or Technical Officer.
- 5.6 The Contractor shall supply a site diary (triplicate copy). This book shall be used to record 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 permits being cancelled etc. The appointed Manager or Technical Officer must countersign such delays. Other delays such as non-availability of equipment from 3rd party suppliers must be communicated to the Manager or Technical Officer in writing.
- 5.7 The Contractor shall supply a site instruction book (triplicate copy). 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 Manager or Technical Officer and must be countersigned by the Contractor.
- 5.8 Both books mentioned above shall be the property of Transnet Freight Rail and shall be handed over to the Manager or Technical Officer on the completion of the maintenance period.
- 5.9 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.
- 5.10 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.

\_\_\_\_\_  
Respondents Signature

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



**5.11** 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 Project Manager / Supervisor in respect of performing the contract Work and compliance with Transnet Freight Rail's health and safety requirements.

**5.12** The Contractor and any of his staff involved with the installation and maintenance of the system shall undergo a compulsory competency evaluation of the working environment on the overhead system at Transnet Freight Rail.

## **6.0 INSTALLATION**

**6.1** The Contractor shall be responsible for the transport to site, off-loading, handling, storage and security of all material required for the construction/execution of the works.

**6.2** The installation of the system is in accordance to Transnet Freight Rail specification BBB 1959 version 1.

**6.3** Installation of all equipment must be done under direct supervision of a Transnet Freight Rail officials designated for the task.

**6.4** The Contractor shall ensure the proper operation of the system prior to installation.

## **7.0 TECHNICAL REQUIREMENTS**

**7.1** Over and above the conditions mentioned in the technical specification BBB1959 version 1 and BBB4728 of the Tender, the Contractor should ensure that the theft detection system complies with the technical conditions mentioned hereunder.

**7.2** The SU sensitivity will be such as to respond to the transverse, vertical, along-track and rotational movement of the wire associated with a wire breakage.

**7.3** The SU must report any sudden, drastic or rapid change of its default position as a fault to the NMS.

**7.4** Each SU must be identifiable by its installation location on the overhead lines.

**7.5** The SCU systems and components are to be housed inside Transnet Freight Rail substations in standard sized wall mounted industrialised lockable cabinets.

**7.6** The cabinet must be dust proof, provide sufficient cooling for the SCU system and isolation from electromagnetic noise.

**7.7** The UPS system for the SCU's is to be an online stabilised UPS. It must be able to operate from a 230V AC input and have a minimum of 24 hours supply in case of the 230V AC mains failure.

**7.8** The NMS must display on which supply the SCU is operating. (i.e. 230V AC or battery).

**7.9** If the 230V AC supply is restored the system must switch over automatically. (i.e from battery to 230V AC)

**7.10** The system is to use the GPRS network as means of communication from SCU's to the NMS and vice versa.

**7.11** The GSM modems will be the property of Transnet Freight Rail.

\_\_\_\_\_  
Respondents Signature

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



- 7.12 The NMS has to display a master screen showing all segments of the entire section. Each segment screen is to display the SU's, FMU's and SCU's with their relevant location as per the installation.
- 7.13 In the event of an alarm the master screen is to indicate which segment has an alarm. Selection of that section must display the detail of the section that triggered the event.
- 7.14 The SMS messages received must indicate exactly the alarm status with the location of the SU or SU's as per installation.
- 7.15 The NMS system is to be equipped with an ISDN modem. The system maintenance is to be done remotely via the ISDN line.
- 7.16 The system has to be compatible with GPRS, EDGE, 3G and HSPDA.
- 7.17 In order to expand the functionality of the system to condition monitoring of the wires, the contractor shall provide all interface specifications for the sensing units in order for Transnet Freight Rail to develop such sensors.

## 8.0 SYSTEM MAINTENANCE PERIOD

- 8.1 The Contractor shall maintain the system as detailed here for a period of 12 months.
- 8.2 The monthly maintenance costs will be progressive payments during the duration of the maintenance period.
- 8.3 The monthly maintenance costs as per Annexure 1 must consider the following:
  - All system maintenance, configuring, communication, routing, updating, monitoring and system status reporting.
  - Callouts for defective SU's, FMU's, SCU's and NMS.
  - Update of all the Viewer Nodes system and software
  - Update of the NMS system and software.
  - Daily backup of the NMS.
  - The continuous monitoring of the NMS operational status.
  - Daily, Weekly, Monthly reports on all alarm activities namely SMS notifications, SU status, FMU status and OAU notifications. This information is to be logged and stored for a period of 12 months.
  - Receipt and forwarding the network database supplier account from Real Time Solutions.
- 8.4 The Contractor is to regularly monitor the system remotely and initiate any repairs and/or corrective action required by Transnet Freight Rail.
- 8.5 Any upgrades or programming of the system must be done remotely via the ISDN line.
- 8.6 The Contractor shall repair malfunctions of the system within 3 hours; thereafter a penalty charge of R300.00 an hour or part thereof shall apply.
- 8.7 The Contractor must notify the Project Manager / Supervisor of any repairs that has to be carried out on the system.
- 8.8 The Contractor must be able to redeploy the system or parts thereof to other sites if Transnet Freight Rail requires it. The Contractor will quote for this if the need arises.

Respondents Signature

Date & Company Stamp



- 8.9 If any of the SU's are damaged due to Transnet Freight Rail's operation, e.g. wire breakages or wire entanglements, the SU's may be replaced by Transnet Freight Rail's staff trained by the contractor. This in no way absolves the Contractor from any of his responsibilities with respect to guarantees. The system re-configuration then has to be done by the Contractor.

**Service Level Requirements:**

- 8.10 The Contractor shall ensure that 100% availability and functionality of the NMS, Viewer Nodes, SCU's (Section Controller Unit) and FMU's (FMUs) are maintained at all times. Transnet reserves the right to terminate the contract in the case of a default.
- 8.11 The Contractor shall ensure that a minimum of 95% availability and functionality of all other system components i. SU's and OAU's is maintained at all times. Transnet reserves the right to terminate the contract in the case of a default.
- 8.12 Daily activity reports as required by Transnet shall be submitted by 08H00 the next day.
- 8.13 Weekly activity reports as required by Transnet shall be submitted by 08H00 on the Friday of the week.
- 8.14 Monthly activity reports as required by Transnet shall be submitted by 08H00 on the last day of the calendar month.
- 8.15 The Contractor shall provide spare FMU's, SU's, SCU's and Viewer Nodes as recommended by himself which will be made available at the agreed rates, and which must be installed and configured at predetermined sites as spares. Spares must be delivered and configured within 2 months of commencement of the contract.
- 8.16 When these spares are needed to replace defective units, the Contractor shall change out and configure the units for the site within 48hrs of any failure or malfunction of such equipment.
- 8.17 The Contractor must be able to redeploy the system or parts thereof to another site if Transnet Freight Rail requires it. The Contractor will be compensated for this at the agreed rate.

**9.0 WORK TO BE DONE BY TRANSNET FREIGHT RAIL**

- 9.1 Transnet Freight Rail shall, subject to its access control, security and safety arrangements, provide to the Contractor free and unrestricted access to all working areas where the work is to be performed by the Contractor.
- 9.2 The Electrical/Technical Officer shall be available to co-ordinate the Contractor's performance of the Work and to supervise the Contractor performing work to clearance from "live" overhead electrical equipment.
- 9.3 Transnet Freight Rail will arrange on proper application by the Contractor, work permits for the isolation of the high voltage supply for installation, testing and maintenance purposes of the system.
- 9.4 Transnet Freight Rail shall give the Contractor fourteen days notice of work permits granted.
- 9.5 The electrical officer will arrange for all the necessary permits authorising the contractor to travel on the section.

\_\_\_\_\_  
Respondents Signature

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



- 9.6 The permit time will generally be between 09H00 in the morning to 15H00 in the afternoon during working days.
- 9.7 Transnet Freight Rail will supply the SIM cards for the operation of the GSM modems.
- 9.8 Transnet Freight Rail on request from the Contractor will supply information with regards to interfacing between the GPRS system being used by Transnet.
- 9.9 Transnet Freight Rail will supply an ISDN line for the maintenance of the system at the NMS.

**10.0 SITE TESTS**

- 10.1 Over and above the conditions mentioned in the Transnet Freight Rail specification BBB 4728 version 1 of Contract, the Contractor shall also be responsible for the conditions mentioned hereunder.
- 10.2 The equipment shall be inspected/tested and approved as operational by Transnet Freight Rail Quality Assurance at the Contractor's workshop prior to it being taken to site. Only once the approval has been granted can the equipment be taken to site for installation. This inspection by no means absolves the contractor from the compliance with the operational working thereof.
- 10.3 The Contractor shall be responsible for carrying out on-site tests and commissioning of all equipment supplied and installed in terms of this specification and the contractual agreement.
- 10.4 Functional on-site tests shall be conducted on all items of equipment and circuitry to prove the proper functioning and installation thereof.
- 10.5 The Contractor shall submit a detailed list of on-site tests for the approval of the Manager or Technical Officer.
- 10.6 The Contractor shall arrange for the technical officer or his representative to be present to witness the on-site tests.
- 10.7 The on-site tests shall include the following:
  - 10.7.1 Test for the functionality of the system, including message escalation.
  - 10.7.2 Test on equipment as per manufacturer's instructions.
  - 10.7.3 Test on equipment as per specification BBB 4728.
- 10.8 On completion of the on-site tests, the Manager or Technical Officer or his representative shall either sign the tests sheets (supplied by the Contractor) as having witnessed the satisfactory completion thereof, or hand to the Contractor a list of defects requiring rectification.
- 10.9 Upon rectification of defects, the Contractor shall arrange for the Manager or Technical Officer or his representative to certify satisfactory completion of on-site tests.
- 10.10 Acceptance by the Manager or Technical Officer of satisfactory completion of on-site tests in no way relieves the Contractor of his obligation to rectify defects which may have been overlooked or become evident at a later stage.

**11.0 COMMISSIONING OF THE SYSTEM**

- 11.1 Over and above the conditions mentioned in the Transnet Freight Rail specification BBB 4728 version 1 of Contract, the Contractor shall also be responsible for the conditions mentioned hereunder.

\_\_\_\_\_  
Respondents Signature

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



- 11.2 Commissioning will only take place after all defects have been rectified to the satisfaction of the Project Manager or Supervisor.
- 11.3 On completion of commissioning, the Contractor will hand the equipment over to the Project Manager or Supervisor in terms of the relevant instruction.
- 11.4 The commissioning of the system by Transnet Freight Rail will in no way absolve the Contractor from any of his responsibilities during the guarantee period. It is the Contractor's responsibility to satisfy himself or herself that the commissioning of the system has been carried out in a satisfactory manner, and in no way compromises the proper operation of the equipment supplied in terms of the contract.
- 11.5 The Contractor shall be present during the testing of the system to rectify any faults found.

**12.0 MANUALS AND TRAINING**

- 12.1 Over and above the conditions mentioned in the specification BBB 1959 version1 of Contract, the Contractor shall also be responsible for the conditions mentioned hereunder.
- 12.2 The Contractor is to provide training with manuals for the ground response personnel involved in the reaction to alarm detections.
- 12.3 The Contractor is to provide training with manuals for the personnel involved in the administration of the NMS and Viewer Nodes.
- 12.4 The Contractor to provide training to Transnet Freight Rail staff for the installation of the SU on the overhead wires.

**13.0 GUARANTEE AND DEFECTS**

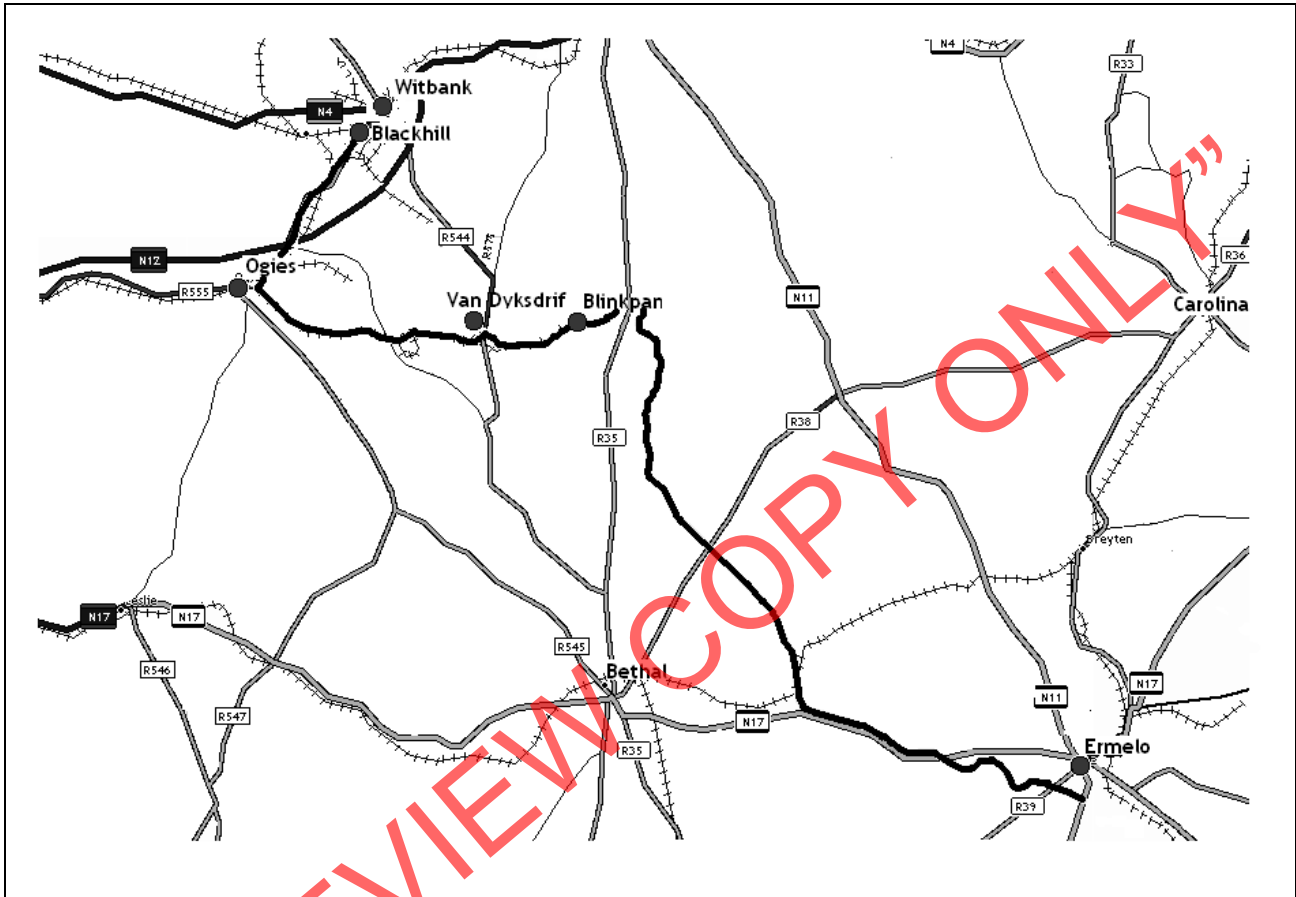
- 13.1 The Contractor shall guarantee the satisfactory operation of the complete system installation supplied and erected by him and accept liability for maker's defects that may appear in design, materials and workmanship.
- 13.2 The Contractor shall be issued with a completion certificate with the list of all defects to be repaired within 14 working days after commissioning.
- 13.3 The guarantee period for this system shall expire after a period of 12 months commencing on the date of completion of the contract or the date the system is handed over to Transnet Freight Rail whichever is the latest.
- 13.4 The specified guarantee period shall only apply to the new equipment installed and from the time of energising the equipment and the acceptance thereof.
- 13.5 The guarantee period of the spare SU's and FMU's will only begin when the equipment is installed and in operation. The guarantee period will be 12 months.

\_\_\_\_\_  
Respondents Signature

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



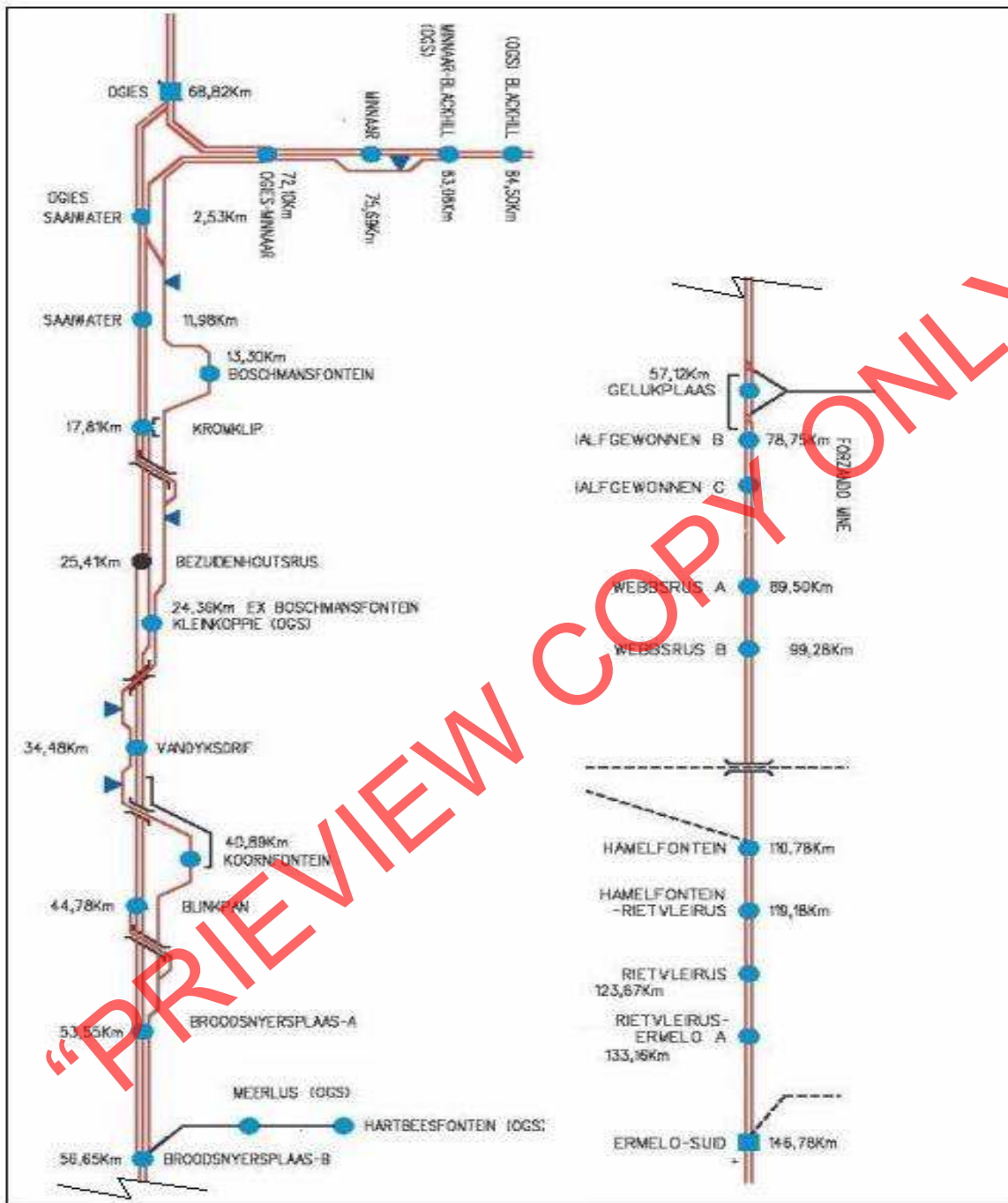
14.0 ANNEXURE 2: BLACKHILL – OGIES – ERMELO LINE PLANS.



Blackhill-Ogies-Ermelo route sketch

Respondents Signature

Date & Company Stamp



Blackhill-Ogies-Ermelo line diagram

Respondents Signature

Date & Company Stamp



**15.0 GENERAL INFORMATION**

The service provider(s) shall be fully responsible to TRANSNET for the acts and omissions of persons or indirectly employed by them.

The service provider(s) must provide the identified information requested and comply with the requirements stated in the RFQ.

**16.0 NATIONAL RAILWAY SAFETY REGULATOR ACT**

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

**Accepted:**

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

**17.0 SERVICE LEVELS**

- Experienced national account representative/s to work with Transnet’s sourcing/procurement department (no sales representatives are needed for individual department/locations). Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- Transnet will have quarterly reviews with the Supplier’s account representative on an ongoing basis.
- Transnet reserves the right to request that any member of the Supplier’s team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- Supplier guarantees that it will achieve a 95% service level on the following measures. If the Supplier does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly fees payable in the next quarter:
  - On-time deliverables
- Supplier must provide a toll-free number or alternative number for customer service calls.
- Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty, giving 30 (thirty) days’ notice to the Supplier.

\_\_\_\_\_  
 Respondents Signature

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





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

**19.0 RISK**

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

(i) quality of the Service(s) provided:

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

(ii) continuity of provision of the Service(s) (refer clause 6.9 of Form US7)::

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

(iii) compliance with the Occupational Health and Safety Act, 85 of 1993 (refer clause 8.1(f) of Form US7)

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

(iv) compliance with the National Railway Safety Regulator Act, 16 of 2002 (refer clause 23 above)

\_\_\_\_\_  
Respondents Signature

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





- BBBEE status of company
- Plant/Equipment available
- Satisfactory proof of calibration certificates

**22.0 DAMAGE TO TRANSNET LIMITED PROPERTY: (REFER TO CLAUSE 14 OF US7 ~ SERVICES)**

The successful respondent shall be liable to make good any damage which may be caused to Transnet Limited Property by their servants or agents whilst upon Transnet Limited premises, whether or not such damage is due to negligence on the part of such servants or agents and the successful respondent shall and hereby do further indemnify Transnet Limited against liability for any loss of or damage to property whether belonging to them, their servants or agents or any third party, or for the death of or injury to any person, which may either directly or indirectly be caused by or arise out of the service.

**23.0 INDEMNITY CLAUSE:**

Transnet will not be held responsible for any losses and / or injuries suffered by the Contractor while rendering the service, which may result from whatever nature.

“PREVIEW COPY ONLY”

\_\_\_\_\_  
Respondents Signature

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



### SECTION 3

RFQ NUMBER KDS80E1976 – 6909

**FOR THE SUPPLY, TESTING, COMMISSION AND MAINTENANCE OF THE EXISTING AND ADDITIONAL THEFT ALARM SYSTEM EQUIPMENT FOR THE EXISTING OVERHEAD ELECTRIFICATION WIRES ALARM ON THE SECTION ERMELO – OGIES – BLACKHILL**

**FOR A PERIOD OF ONE YEAR**

#### QUOTATION FORM

I/We \_\_\_\_\_  
(name of company, close corporation or partnership)

\_\_\_\_\_ of (full address)

carrying on business under style or title of \_\_\_\_\_  
\_\_\_\_\_

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

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

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as the case may be, dated \_\_\_\_\_ a certified copy of which is annexed hereto, hereby offer to supply the above-mentioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the accompanying letter(s) reference \_\_\_\_\_ and dated \_\_\_\_\_ (if any) and the documents listed in the accompanying schedule of RFQ documents.

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

\_\_\_\_\_  
Respondents Signature

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



- (i) Standard Terms and Conditions of Contract, Form No. US7 - Services;
- (ii) General Tender Conditions, Form CSS5 – Services; and
- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Quotation form; and;-

I/We accept that unless Transnet should otherwise decide and so inform me/us in the facsimile or letter of acceptance, this Quotation (and, if any, its covering letter and any subsequent exchange of correspondence), together with Transnet’s acceptance thereof shall constitute a binding contract between Transnet and me/us.

Should Transnet decide that a formal contract should be signed and so inform me/us in the facsimile or letter of acceptance, this Quotation (and, if any, its covering letter and any subsequent exchange of correspondence) together with Transnet’s letter of acceptance, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the service, within 4 (four) weeks, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Quotations afresh and/or having to accept any less favourable Quotation.

I/We accept that any contract resulting from this offer will be for a period of two (2) years only; and agree to a penalty clause to be negotiated with Transnet, which will allow Transnet to invoke a penalty (details to be negotiated) against us should the delivery of the Services be delayed due to non-performance by us.

The law of the Republic of South Africa shall govern the contract created by the acceptance of this RFQ. The *domicillium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder, the name of their accredited agent in the Republic of South Africa who is empowered to sign any contract which may have to be entered into in the event of their Quotation being accepted and to act on their behalf in all matters relating to the contract.

Respondent to indicate *domicillium citandi et executandi* hereunder:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NOTIFICATION OF AWARD OF RFQ**

As soon as possible after approval to award the contract/s, the successful Respondent (the Supplier) will be informed of the acceptance of its Quotation. Unsuccessful Respondents will be advised in writing of the name of

\_\_\_\_\_  
Respondents Signature

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



the successful Supplier and the reason as to why their Quotations have been unsuccessful, for example, in the category of price, deliverables, quality, BBBEE status or for any other reason.

**VALIDITY PERIOD**

Transnet desires a validity period of 3 (three) months (from closing date) against this RFQ. It should be noted that Respondents may offer an earlier validity period, but that their Quotations may be disregarded for that reason. Should Respondents be unable to comply with this validity period, an alternative validity period must be stated hereunder:

This RFQ is valid until \_\_\_\_\_ (State alternative validity period/date).

**TAX (VAT) REGISTRATION NUMBER**

The Respondent must state hereunder the tax registration number which is applicable to Value-Added Tax:

\_\_\_\_\_

**TAX CLEARANCE CERTIFICATE**

Respondents are required to forward a valid copy of their company's Tax Clearance Certificate with their Quotation.

Indicate tax clearance certificate expiry date: \_\_\_\_\_

**BANKING DETAILS**

BANK: \_\_\_\_\_

BRANCH NAME / CODE: \_\_\_\_\_

ACCOUNT HOLDER: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

**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 Quotation is submitted.

- (i) Registration number of company / C.C. ....
- (ii) Registered name of company / C.C. ....

\_\_\_\_\_  
Respondents Signature

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



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

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

**REGISTRATION CERTIFICATE**

Respondents must submit a certified copy of their company's Registration Certificate with their Quotation.

**NAME AND ADDRESS OF ACCREDITED AGENT**

Provide hereunder, if applicable, details of the accredited agent in the Republic of South Africa appointed as local representative by foreign Respondents and whose address shall be regarded as the Respondent's domicilium citandi et executandi in terms of the Standard Terms and Conditions of Contract, US7 – Services.

Name	.....
Address	.....
	.....

**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 will have to be obtained from Transnet

\_\_\_\_\_  
 Respondents Signature

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



**DISCLOSURE OF PRICES TENDERED**

Respondents must indicate here **whether TRANSNET may disclose** their tendered prices and conditions to other Respondents:

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

**DECLARATION**

Respondents to declare hereunder whether any family and/or direct relationship exists between any of the owners / members / directors / partners / shareholders (unlisted companies) of the responding company and any employee or board member of the TRANSNET Group:

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

If YES, please indicate below:

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

ADDRESS

---

---

Indicate nature of relationship (if any):

---

---

*(Failure to furnish complete and accurate information in this regard may lead to the disqualification of a response and may preclude a Respondent from future business with TRANSNET)*

**PRICE REVIEW**

The successful Respondent(s) will be obliged to submit to an annual price review. Transnet will be benchmarking this price offering(s) against the lowest price received as per the benchmarking exercise. If the Respondent's price(s) is/are found to be higher than the benchmarked price(s), then the Respondent shall match or better such price(s) within 30 days - failing which the Contract may be terminated at Transnet's discretion or the particular Service(s) purchased outside the contract.

\_\_\_\_\_  
Respondents Signature

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



## RETURNABLE DOCUMENTS

Respondents are required to submit the following returnable documents with their responses:

- Notice to Bidders – Section 1
- Background overview – Section 2
- Quotation Form – Section 3
- Resolution of Board of Directors (Respondent’s Representative) - Section 4
- Certificate of Acquaintance with RFQ Documents – Section 5
- Schedule of Rates - Section 6
- General Tender Conditions - Form CSS5 – Section 7
- Conditions of Contract - Form US7 – Section 8
- Schedule of Plant and Equipment – Section 9
- System Requirement specification (BBB 1959 version 2) – Section 10
- E4B – Minimum Health Requirements – Section 11
- E4E – Safety arrangements and Procedural compliance – Section 12
- Specification For Works on, Over, Under Or Adjacent to Railway Lines near High Voltage Equipment – Section 13
- Supplier code of conducts – Section 14
- Non-Disclosure Agreement – Section 15
- Tender Safety Clauses and Questionnaire - Section 16
- Transnet Supplier Declaration/Application – Section 17
- Copy of cancelled cheque or letter from the bank verifying banking details (with bank stamp)
- Certified Copy of Identity document of Shareholders/Directors/Members (where applicable)
- Copy of Certificate of Incorporation and CM29/ and C/CK2 (if CC)
- Certified Copy of Share Certificates of Shareholders, CK1
- A Letter with the company’s letterhead confirming physical and postal addresses
- Original or certified copy of SARS Tax Clearance Certificate and VAT registration certificate
- A Signed letter from the Auditor/Accountant confirming most recent annual turnover and percentage black ownership in the company AND/OR BBEE certificate and scorecard from an accredited rating agency (ABVA Member)
- Letter of Good Standing with the Compensation Commissioner
- Statement of compliance with this specification
- Descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions
- Clear illustrations of the equipment offered
- A Provisional Gantt- or similar chart for intended installation program

**NOTE: Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17, as indicated in the footer of each page, must be signed and dated by the Respondent.**

\_\_\_\_\_  
Respondents Signature

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



By signing the RFQ documents, the Respondent is deemed to acknowledge that he / she has made himself / herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet Limited will recognize no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

SIGNED a \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

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

\_\_\_\_\_

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

\_\_\_\_\_  
Respondents Signature

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



**SECTION 4**

**RFQ NUMBER KDS80E1976 – 6909**

**FOR THE SUPPLY, TESTING, COMMISSION AND MAINTENANCE OF THE EXISTING AND ADDITIONAL THEFT ALARM SYSTEM EQUIPMENT FOR THE EXISTING OVERHEAD ELECTRIFICATION WIRES ALARM ON THE SECTION ERMELO – OGIES – BLACKHILL**

**FOR A PERIOD OF ONE YEAR**

**SIGNING POWER : RESOLUTION OF BOARD OF DIRECTORS**

Name of Company \_\_\_\_\_

It was resolved at a meeting of the Board of Directors held on \_\_\_\_\_ that

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

in his/her capacity as indicated above is/are hereby authorised to enter into, sign, execute and complete any documents relating to RFQs, Quotations and/or Contracts for the supply of Services.

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE CHAIRMAN

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE SECRETARY

\_\_\_\_\_  
Respondents Signature

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



**SECTION 5**

**RFQ NUMBER KDS80E1976 – 6909**

**FOR THE SUPPLY, TESTING, COMMISSION AND MAINTENANCE OF THE EXISTING AND ADDITIONAL THEFT ALARM SYSTEM EQUIPMENT FOR THE EXISTING OVERHEAD ELECTRIFICATION WIRES ALARM ON THE SECTION ERMELO – OGIES – BLACKHILL**

**FOR A PERIOD OF ONE YEAR**

**CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS**

NAME OF COMPANY: \_\_\_\_\_

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

hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFQ and all conditions contained therein, as laid down by Transnet Limited for the carrying out of the proposed supply/service/works for which I/we submitted my/our response.

I/We furthermore agree that Transnet Limited shall recognize no claim from me/us for relief based on an allegation that I/we overlooked any RFQ/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

WITNESS : \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

\_\_\_\_\_  
Respondents Signature

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



**SECTION 6**

**RFQ NUMBER KDS80E1976 – 6909**

**FOR THE SUPPLY, TESTING, COMMISSION AND MAINTENANCE OF THE EXISTING AND ADDITIONAL THEFT ALARM SYSTEM EQUIPMENT FOR THE EXISTING OVERHEAD ELECTRIFICATION WIRES ALARM ON THE SECTION ERMELO – OGIES – BLACKHILL**

**FOR A PERIOD OF ONE YEAR**

**SCHEDULE OF CROSSINGS AND QUANTITIES**

No	ITEM	UNIT	QUANTITY	RATE	AMOUNT
1.0	Supply SU and configure	ea	600		
2.0	Supply and configure FMU	ea	50		
3.0	Supply and install Viewer Nodes.	ea	4		
4.0	Monthly Maintenance cost	month	12		
5.0	Callout due to Transnet Freight Rail (e.g. wire breakage)(Provisional)	ea	10		
6.0	Battery replacement for FMU	ea	5		
7.0	Battery replacement for SU	ea	5		
8.0	Other (specify):				
<b>NET TOTAL</b>					
<b>VAT (14%)</b>					
<b>AMOUNT DUE</b>					

Respondents Signature

Date & Company Stamp



## SECTION 7

RFQ NUMBER KDS80E1976 – 6909

**FOR THE SUPPLY, TESTING, COMMISSION AND MAINTENANCE OF THE EXISTING  
AND ADDITIONAL THEFT ALARM SYSTEM EQUIPMENT FOR THE EXISTING  
OVERHEAD ELECTRIFICATION WIRES ALARM ON THE SECTION ERMELO – OGIES –  
BLACKHILL**

**FOR A PERIOD OF ONE YEAR**

**GENERAL TENDER CONDITIONS - SERVICES**

Refer Form CSS5 attached hereto.

“PREVIEW COPY ONLY”

\_\_\_\_\_  
Respondents Signature

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



## SECTION 8

**RFQ NUMBER KDS80E1976 – 6909**

**FOR THE SUPPLY, TESTING, COMMISSION AND MAINTENANCE OF THE EXISTING AND ADDITIONAL THEFT ALARM SYSTEM EQUIPMENT FOR THE EXISTING OVERHEAD ELECTRIFICATION WIRES ALARM ON THE SECTION ERMELO – OGIES – BLACKHILL**

**FOR A PERIOD OF ONE YEAR**

**STANDARD TERMS AND CONDITIONS OF CONTRACT**  
**FOR THE SUPPLY OF SERVICES TO TRANSNET**

**Refer Form US7 attached hereto.**

**Respondents should note the obligations as set out in Clause 19 of the General Tender Conditions (Section 7) which reads as follows:**

*“The Supplier shall adhere to the Standard Terms and Conditions of Contract as set out in Form US7 - (Services), a copy of which is attached hereto. Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer an alternative. Please note that any alternative offered shall be compared with acceptance of the Form US7 conditions or alternatives offered by other Respondents.”*

\_\_\_\_\_  
Respondents Signature

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



**SECTION 9**

**RFQ NUMBER KDS80E1976 – 6909**

**FOR THE SUPPLY, TESTING, COMMISSION AND MAINTENANCE OF THE EXISTING AND ADDITIONAL THEFT ALARM SYSTEM EQUIPMENT FOR THE EXISTING OVERHEAD ELECTRIFICATION WIRES ALARM ON THE SECTION ERMELO – OGIES – BLACKHILL**

**FOR A PERIOD OF ONE YEAR**

**SCHEDULE OF PLANT**

Schedule of major plant and equipment to be used in the execution of this contract in terms of the Contract Conditions and specifications. The respondent must state which plant is immediately available and which will have to be acquired.

(i) **Plant immediately available for work tendered for :**

---

---

---

---

(ii) **Plant on order and which will be available for work tendered for :**

---

---

---

---

(iii) **Plant to be acquired for the work tendered for :**

---

---

\_\_\_\_\_  
Respondents Signature

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



**SECTION 10**

**RFQ NUMBER KDS80E1976 – 6909**

**FOR THE SUPPLY, TESTING, COMMISSION AND MAINTENANCE OF THE EXISTING  
AND ADDITIONAL THEFT ALARM SYSTEM EQUIPMENT FOR THE EXISTING  
OVERHEAD ELECTRIFICATION WIRES ALARM ON THE SECTION ERMELO – OGIES –  
BLACKHILL**

**FOR A PERIOD OF ONE YEAR**

**SYSTEM REQUIREMENT SPECIFICATION**

**Refer Specification BBB1959 version 2 attached hereto.**

**“PREVIEW COPY ONLY”**

\_\_\_\_\_  
Respondents Signature

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



**SECTION 11**

**RFQ NUMBER KDS80E1976 – 6909**

**FOR THE SUPPLY, TESTING, COMMISSION AND MAINTENANCE OF THE EXISTING  
AND ADDITIONAL THEFT ALARM SYSTEM EQUIPMENT FOR THE EXISTING  
OVERHEAD ELECTRIFICATION WIRES ALARM ON THE SECTION ERMELO – OGIES –  
BLACKHILL**

**FOR A PERIOD OF ONE YEAR**

**MINIMUM COMMUNAL HEALTH REQUIREMENTS**

Refer Form E4B attached hereto.

**“PREVIEW COPY ONLY”**

\_\_\_\_\_  
Respondents Signature

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



## SECTION 12

**RFQ NUMBER KDS80E1976 – 6909**

**FOR THE SUPPLY, TESTING, COMMISSION AND MAINTENANCE OF THE EXISTING  
AND ADDITIONAL THEFT ALARM SYSTEM EQUIPMENT FOR THE EXISTING  
OVERHEAD ELECTRIFICATION WIRES ALARM ON THE SECTION ERMELO – OGIES –  
BLACKHILL**

**FOR A PERIOD OF ONE YEAR**

**SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE**

**Refer Form E4E attached hereto.**

\_\_\_\_\_  
Respondents Signature

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



**SECTION 13**

**RFQ NUMBER KDS80E1976 – 6909**

**FOR THE SUPPLY, TESTING, COMMISSION AND MAINTENANCE OF THE EXISTING  
AND ADDITIONAL THEFT ALARM SYSTEM EQUIPMENT FOR THE EXISTING  
OVERHEAD ELECTRIFICATION WIRES ALARM ON THE SECTION ERMELO – OGIES –  
BLACKHILL**

**FOR A PERIOD OF ONE YEAR**

**SPECIFICATION FOR WORKS ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES  
NEAR HIGH VOLTAGE EQUIPMENT**

Refer to E7/1 attached hereto.

“PREVIEW COPY ONLY”

\_\_\_\_\_  
Respondents Signature

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



## SECTION 14

RFQ NUMBER KDS80E1976 – 6909

**FOR THE SUPPLY, TESTING, COMMISSION AND MAINTENANCE OF THE EXISTING  
AND ADDITIONAL THEFT ALARM SYSTEM EQUIPMENT FOR THE EXISTING  
OVERHEAD ELECTRIFICATION WIRES ALARM ON THE SECTION ERMELO – OGIES –  
BLACKHILL**

**FOR A PERIOD OF ONE YEAR**

**SUPPLIERS CODE OF CONDUCT**

**Refer to Annexure attached hereto.**

“PREVIEW COPY ONLY”

\_\_\_\_\_  
Respondents Signature

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



## SECTION 15

**RFQ NUMBER KDS80E1976 – 6909**

**FOR THE SUPPLY, TESTING, COMMISSION AND MAINTENANCE OF THE EXISTING  
AND ADDITIONAL THEFT ALARM SYSTEM EQUIPMENT FOR THE EXISTING  
OVERHEAD ELECTRIFICATION WIRES ALARM ON THE SECTION ERMELO – OGIES –  
BLACKHILL**

**FOR A PERIOD OF ONE YEAR**

**NON-DISCLOSURE AGREEMENT (“NDA”)**

**Complete and sign NDA attached hereto**

**“PREVIEW COPY ONLY”**

\_\_\_\_\_  
Respondents Signature

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



## **SECTION 16**

**RFQ NUMBER KDS80E1976 – 6909**

**FOR THE SUPPLY, TESTING, COMMISSION AND MAINTENANCE OF THE EXISTING  
AND ADDITIONAL THEFT ALARM SYSTEM EQUIPMENT FOR THE EXISTING  
OVERHEAD ELECTRIFICATION WIRES ALARM ON THE SECTION ERMELO – OGIES –  
BLACKHILL**

**FOR A PERIOD OF ONE YEAR**

**TENDER SAFETY CLAUSES AND QUESTIONNAIRE**

**Refer to Annexure attached hereto.**

\_\_\_\_\_  
Respondents Signature

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



## SECTION 17

RFQ NUMBER KDS80E1976 – 6909

**FOR THE SUPPLY, TESTING, COMMISSION AND MAINTENANCE OF THE EXISTING  
AND ADDITIONAL THEFT ALARM SYSTEM EQUIPMENT FOR THE EXISTING  
OVERHEAD ELECTRIFICATION WIRES ALARM ON THE SECTION ERMELO – OGIES –  
BLACKHILL**

**FOR A PERIOD OF ONE YEAR**

**SUPPLIER DECLARATION FORM**

**Refer to Annexure attached hereto.**

\_\_\_\_\_  
Respondents Signature

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