

TRANSNET



freight rail

A Division of Transnet SOC Limited Registration number 1990/00900/30

**REQUEST FOR
QUOTATION**

KBY/53305

"PREVIEW COPY ONLY"

Senior Buyer
Supply Chain Services
TRANSNET FREIGHT RAIL
Austen Street
KIMBERLEY
8301

TRANSNET

Transnet Freight Rail, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[Hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No KBY/53305

FOR THE INFRARED THERMOGRAPHIC SCANNING OF OVERHEAD TRACK EQUIPMENT FOR A PERIOD OF TWO (2) WEEKS.

FOR DELIVERY TO : TRANSNET FREIGHT RAIL, AT INFRA KIMBERLEY NORTH DEPOT.

ISSUE DATE : 16 OCTOBER 2014

CLOSING DATE : 04 NOVEMBER 2014

CLOSING TIME : 10:00

COMPULSORY INFORMATION MEETING DETAILS:

DATE : 24 OCTOBER 2014

TIME : 10:00

VENUE : TRANSNET FREIGHT RAIL, REAL ESTATE BUILDING (FORMERLEY CALLED PROPERTY MANAGEMENT-BUILDING), GROUND FLOOR BOARDROOM, AUSTEN STREET, BEACONSFIELD, KIMBERLEY.

N.B! Failure to attend a COMPULSORY information meeting will result in your bid being overlooked during the award process.

TENDER QUIRIES : Ms Refilwe Ramothwala Tel: 053 838 3309

DOCUMENT COLLECTION : Ms Leonie Visagie Tel: 053 838 3119

E-mail Leonie.Visagie@transnet.net

Section 1

I

Respondent's Signature

Date & Company Stamp



NOTICE TO BIDDERS

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

METHOD: [Tender box or courier]
CLOSING VENUE: [Tender box at physical address for hand delivery and courier:
 Transnet Freight Rail, Real Estate Building (Formerly known as Property Management Building), Supply Chain Services Office no. 2, Austen Street, Beaconsfield]

1 Responses to RFQ

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

2 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a "preference" to companies who provide a valid B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

2.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that the following preference point system is applicable to all bids:

- The 80/20 system for requirements with a Rand value of up to R1 000 000.00 (all applicable taxes included).
- Bidders are to note that if the 80/20 preference point system is stipulated in this RFQ and all Bids received exceed R1 000 000.00, the RFQ must be cancelled.

The value of this bid is estimated to be below R1000 000.00 (all applicable taxes included) and therefore the **80/20** system shall be applicable.

When Transnet invites prospective suppliers to submit Proposals for its various expenditure programmes, it requires Respondents to have their B-BBEE status verified in compliance with the Codes of Good Practice issued in terms of the Broad Based Black Economic Empowerment Act No. 53 of 2003.

The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a one year transitional period starting 11 October 2013. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After



the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 10 October 2014. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

Respondents are required to complete Annexure A [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.

[Refer clause 20 below for Returnable Documents required]

2.2 B-BBEE Improvement Plan

Transnet encourages its Suppliers/Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 2.1 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which they will maintain or improve their B-BBEE status over the contract period.

Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals by completion of **Annexure A** appended hereto. *[Refer to Annexure A for further instructions]*

Guidance Notes

- Note that for low value transactions, opportunities for B-BBEE Improvement are limited. Focus should be placed on longer term contracts.

3 Communication

- a) Respondents are warned that a response will be liable for 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.
- b) A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:
Name: Refilwe Ramothwala Email: Refilwe.Ramothwala@transnet.net
- c) Respondents may also, at any time after the closing date of the RFQ, communicate with Maggie Pain on any matter relating to its RFQ response:

Telephone 053 838 3341 Email Maggie.Pain@transnet.net



The Respondent's original and valid Tax Clearance Certificate must accompany the Quotation. Note that no business shall be awarded to any Respondent whose tax matters have not been declared by SARS to be in order.

4 VAT Registration

The valid VAT registration number must be stated here: _____ *[if applicable]*.

5 Legal Compliance

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

6 Changes to Quotations

Changes by the Respondent to its submission will not be considered after the closing date and time.

7 Pricing

All prices must be quoted in South African Rand on a fixed price basis, excluding VAT.

8 Prices Subject to Confirmation

Prices quoted which are subject to confirmation will not be considered.

9 Negotiations

Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents.

10 Binding Offer

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

11 Disclaimers

12 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. Please note that Transnet reserves the right to:

- modify the RFQ's goods / 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;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider; or
- make no award at all.



13 Transnet’s supplier integrity pact

Transnet’s Integrity Pact requires a commitment from suppliers and Transnet that they will not engage in any corrupt and fraudulent practices, anti-competitive practices; and act in bad faith towards each other. The Integrity Pact also serves to communicate Transnet’s Gift Policy as well as the remedies available to Transnet where a Respondent contravenes any provision of the Integrity Pact.

Respondents are required to familiarise themselves with the contents of the Integrity Pact which is available on the Transnet Internet site [www.transnet.net/Tenders/Pages/default.aspx] or on request. Furthermore, Respondents are required to certify that they have acquainted themselves with all the documentation comprising the Transnet Integrity Pact and that they fully comply with all the terms and conditions stipulated in the Transnet Supplier Integrity Pact as follows:

| | | | |
|------------|--|-----------|--|
| YES | | NO | |
|------------|--|-----------|--|

Should a Respondent need to declare previous transgressions or a serious breach of law in the preceding 5 years as required by Annexure A to the Integrity Pact, such declaration must accompany the Respondent’s bid submission.

14 Respondent’s Samples

Respondents are required to submit samples of the Goods tendered for by it **only in cases where Transnet has specifically requested samples**. The sample(s) must be endorsed with the RFQ number and description and forwarded on or before the deadline date to the following addressee:

N/A

15 Evaluation criteria

Transnet will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider, if so required:

| Criterion/Criteria | Explanation |
|---|--|
| Administrative responsiveness | Completeness of response and returnable documents |
| Substantive responsiveness | Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given |
| Final weighted evaluation based on 80/20 preference point system as indicated in | <ul style="list-style-type: none"> Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A. |

¹ Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.



paragraph 2.1

16 Validity Period

Transnet desires a validity period of 30 [thirty] days from the closing date of this RFQ.

This RFQ is valid until _____.

17 Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

18 Company Registration

Registration number of company / C.C. _____

Registered name of company / C.C. _____

19 Disclosure of Prices Quoted

Respondents must indicate here whether Transnet may disclose their quoted prices and conditions to other Respondents:

YES NO

20 Returnable Documents

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below.

a) Respondents are required to submit with their Quotations the **Returnable Documents**, as detailed below

Failure to provide all these Returnable Documents at the Closing Date and time of this RFQ may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.

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b

Respondent's Signature

Date & Company Stamp



All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these Returnable Documents by so indicating [Yes or No] in the table below:

| Returnable Documents | Submitted [Yes or No] |
|---|-----------------------|
| SECTION 1 : Notice to Bidders | |
| <ul style="list-style-type: none"> - Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero for preference | |
| <ul style="list-style-type: none"> - Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference | |
| <ul style="list-style-type: none"> - In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement | |
| <ul style="list-style-type: none"> - Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party] | |
| SECTION 2 : Quotation Form | |
| SECTION 3: Vendor Application Form | |
| <ul style="list-style-type: none"> • Original cancelled cheque or bank verification of banking details • Certified copies of IDs of shareholder/directors/members [as applicable] • Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC) • Certified copies of the company's shareholding/director's portfolio • Entity's letterhead • Certified copy of VAT Registration Certificate [RSA entities only] • Certified copy of valid Company Registration Certificate [if applicable] | |
| Financial Statements signed by your Accounting Officer or Audited Financial Statements for previous 3 years | |
| ANNEXURE A – B-BBEE Preference Points Claim Form | |

- b) In addition to the requirements of paragraph a) above, Respondents are further requested to submit with their Proposals the following **additional documents** as detailed below.

Please confirm submission of these additional documents by so indicating [Yes or No] in the table below:

| Additional Documents | SUBMITTED [Yes or No] |
|-------------------------------------|-----------------------|
| ANNEXURE B: B-BBEE Improvement Plan | |



Section 2 QUOTATION FORM

I/We _____
hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard Terms and Conditions for the Supply of Goods or Services to Transnet [available on request]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, 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.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses

Price Schedule

I/We quote as follows for the goods required, on a "delivered nominated destination" basis, excluding VAT:

KINDLY REFER TO THE ATTACHED PRICING SCHEDULE:

Delivery Lead Time from date of purchase order: _____ [week]

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- c) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.



Section 3

VENDOR APPLICATION FORM

Respondents are to furnish the following documentation and complete the Vendor Application Form below:

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details **[with bank stamp]**
2. **Certified** copy of Identity Document(s) of Shareholders/Directors/Members [where applicable]
3. **Certified copies** of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)
4. **Certified copies** of the company's shareholding/director's portfolio
5. A letter on the company's letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate
7. **Certified copy** of VAT Registration Certificate
8. **A valid and original** B-BBEE Verification Certificate / sworn affidavit **or certified copy** thereof meeting the requirements for B-BBEE compliance as per the B-BBEE Codes of Good Practice
9. **Certified copy** of valid C
10. Company Registration Certificate [if applicable]



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. |

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ANNEXURE B: B-BBEE IMPROVEMENT PLAN

Transnet encourages its Suppliers/Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which their ownership, management control, Supplier Development, Preferential Procurement and Enterprise Development will be maintained or improved over the contract period.

Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals.

Respondents are to insert their current status (%) and future targets (%) for the B-BBEE Improvement Plan [i.e. not the % change but the end-state quantum expressed as a percentage] in the table below. This will indicate how you intend to sustain or improve your B-BBEE rating over the contract period. On agreement, this will represent a binding commitment to the successful Respondent.

Transnet reserves the right to request supporting evidence to substantiate the commitments made in the B-BBEE Improvement Plan.

| OWNERSHIP INDICATOR | Required Responses | Current Status (%) | Future Target (%) |
|---|---|--------------------|-------------------|
| 1. The percentage of the business owned by Black ¹ persons. | Provide a commitment based on the extent to which ownership in the hands of Black persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period. | | |
| 2. The percentage of your business owned by Black women. | Provide a commitment based on the extent to which ownership in the hands of Black women as a percentage of total ownership of the organisation would be sustained or increased over the contract period. | | |
| 3. The percentage of the business owned by Black youth ² . | Provide a commitment based on the extent to which ownership in the hands of Black youth as a percentage of total ownership of the organisation would be sustained or increased over the contract period. | | |
| 4. The percentage of the business owned by Black persons living with disabilities | Provide a commitment based on the extent to which ownership in the hands of Black disabled persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period. | | |
| 5. New Entrants ³ (Early stage business) | Provide a commitment based on the extent to which new entrants will be supported over the contract period. | | |

1 "Black" means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003

2 "Black youth" means Black persons from the age of 16 to 35

3 "New Entrants" means an early stage business which is similar to a start-up. However, an early stage business is typically 3 years old or less.

| MANAGEMENT CONTROL INDICATOR | Required Responses | Current Status (%) | Future Targets (%) |
|--|--|---------------------------|---------------------------|
| 6. The percentage of Black Board members in relation to the total number of Board members | <i>Provide a commitment based on the extent to which the number of Black Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</i> | | |
| 7. The percentage of Black female Board members in relation to the total number of Board members | <i>Provide a commitment based on the extent to which the number of Black female Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</i> | | |
| 8. Black Executives directors as a percentage of all executive directors | <i>Provide a commitment based on the extent to which the number of Black executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</i> | | |
| 9. Black female Executives directors as a percentage of all executive directors | <i>Provide a commitment based on the extent to which the number of Black female executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</i> | | |
| Other Executive Management | Required Response | Current Status (%) | Future Targets (%) |
| 10. Black Executive Management as a percentage of all executive directors | <i>Provide a commitment based on the extent to which the number of Black executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</i> | | |
| 11. Black Female Executive Management as a percentage of all executive directors | <i>Provide a commitment based on the extent to which the number of Black female executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</i> | | |
| Senior Management | Required Response | Current Status (%) | Future Targets (%) |
| 12. Black employees in Senior Management as a percentage of all senior management | <i>Provide the percentage of Blacks that would be appointed or retained by the Board and would be operationally involved in the day to day senior management of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of overall strategy, over the contract period.</i> | | |
| 13. Black female employees in Senior Management as a percentage of all senior management | <i>Provide the percentage of Black females that would be appointed or retained by the Board and would be operationally involved in the day to day senior management of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of overall strategy, over the contract period.</i> | | |
| Middle Management | Required Response | Current | Future |

Respondent's Signature

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Date & Company Stamp

| | | Status (%) | Targets (%) |
|---|---|---------------------------|---------------------------|
| 14. Black employees in Middle Management as a percentage of all middle management | <i>Provide the percentage of Blacks that would be retained or appointed by the organisation in the middle management cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the day to day management of the organisation, over the contract period.</i> | | |
| 15. Black female employees in Middle Management as a percentage of all middle management | <i>Provide the percentage of Blacks females that would be retained or appointed by the organisation in the middle management cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the day to day management of the organisation, over the contract period.</i> | | |
| Junior Management | Required Response | Current Status (%) | Future Targets (%) |
| 16. Black employees in Junior management as a percentage of all junior management | <i>Provide a commitment based on the extent to which the number of Black Junior Managers as a percentage of the total junior Managers, would be sustained or increased over the contract period.</i> | | |
| 17. Black female employees in Junior management as a percentage of all junior management | <i>Provide a commitment based on the extent to which the number of Black female Junior Managers as a percentage of the total junior Managers would be sustained or increased over the contract period.</i> | | |
| Employees with disabilities | Required Response | Current Status (%) | Future Targets (%) |
| 18. Black employees with disabilities as a percentage of all employees | <i>Provide a commitment based on the extent to which the percentage of Black disabled employees, in relation to the total of all employees in the organisation, would be sustained or increased over the contract period.</i> | | |
| PREFERENTIAL PROCUREMENT INDICATOR | Required Responses | Current Status (%) | Future Targets (%) |
| 19. B-BBEE procurement spend from all Empowering Suppliers ⁴ based on the B-BBEE procurement | <i>Provide a commitment based on the extent to which B-BBEE spend from all Empowering Suppliers would be sustained or increased over the contract period.</i> | | |

⁴ "Empowering Suppliers" means a B-BBEE compliant entity, which should meet at least three of the following criteria if it is a Large Enterprise or one if it is a QSE:

(a) At least 25% of cost of sales excluding labour cost and depreciation must be procured from local producers or local supplier in SA, for service industry labour cost are included but capped to 15%.

(b) Job creation - 50% of jobs created are for Black people provided that the number of Black employees since the immediate prior verified B-BBEE Measurement is maintained.

(c) At least 25% transformation of raw material/beneficiation which include local manufacturing, production and/or assembly, and/or packaging.

(d) Skills transfer - at least spend 12 days per annum of productivity deployed in assisting Black EMEs and QSEs beneficiaries to increase their operation or financial capacity.

| | | | | |
|-----|--|--|--|--|
| | recognition level as a percentage of total measured procurement spend | | | |
| 20. | 20 B-BBEE procurement spend from all Empowering Suppliers QSEs based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend. | <i>Provide a commitment based on the extent to which B-BBEE spend from Empowering Supplier QSEs would be sustained or increased over the contract period</i> | | |
| 21. | B-BBEE procurement spend from Exempted Micro-Enterprise based on the applicable B-BBEE procurement recognition Levels as a percentage of Total Measured Procurement Spend | <i>Provide a commitment based on the extent to which B-BBEE spend from EMEs would be sustained or increased over the contract period</i> | | |
| 22. | B-BBEE procurement spend from Empowering Suppliers that are at least 51% black owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend | <i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 51% Black-owned would be maintained or increased over the contract period.</i> | | |
| 23. | B-BBEE procurement spend from Empowering Suppliers that are at least 30% black women owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend | <i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 30% Black women-owned would be maintained or increased over the contract period.</i> | | |
| 24. | B-BBEE Procurement Spent from Designated Group ⁵ Suppliers that are at least 51% Black owned | <i>Provide a commitment based on the extent to which spend from suppliers from Designated Group Suppliers that are at least 51% Black owned would be maintained or increased over the contract period.</i> | | |

⁵ "Designated Groups" means:

- a) unemployed black people not attending and required by law to attend an educational institution and not awaiting admission to an educational institution;
- b) black people who are youth as defined in the National Youth Commission Act of 1996;
- c) black people who are persons with disabilities as defined in the Codes of Good Practice on employment of people with disabilities issued under the Employment Equity Act;
- d) black people living in rural and under developed areas; and
- e) black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.

| SUPPLIER DEVELOPMENT INDICATOR | Required Response | Current Status (%) | Future Target (%) |
|---|--|--------------------|-------------------|
| 25. Annual value of all Supplier Development ⁶ Contributions made by the Measured entity as a percentage of the target | <i>Provide a commitment based on the percentage in your organisation's annual spend on Supplier Development initiatives, will be maintained or improved over the contract period.</i> | | |
| ENTERPRISE DEVELOPMENT INDICATOR | Required Response | Current Status (%) | Future Target (%) |
| 26. The organisation's annual spend on Enterprise Development ⁷ as a percentage of Net Profit after Tax [NPAT] | <i>Provide a commitment based on the retention or increase in your organisation's annual spend on Enterprise Development initiatives, as a percentage of its Net Profit after Tax, over the contract period.</i> | | |

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⁶ **"Supplier Development"** means monetary or non-monetary contributions carried out for the benefit of value-adding suppliers to the Measured Entity, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:

(a) Supplier Development Contributions to suppliers that are Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% black owned or at least 51% black women owned.

Supplier Development within the context of the B-BBEE scorecard must be differentiated from Transnet's Supplier Development Initiatives. Whereas the former relates to the definition above, the latter relates to improving the socio-economic environment through initiatives that are committed to as part of a contract award that contribute to the development of a competitive supplier base in relation to a particular industry.

⁷ **"Enterprise Development"** means monetary and non-monetary contributions carried out for the following beneficiaries, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:

(a) Enterprise Development Contributions to Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% Black owned or at least 51% Black women owned;

**ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM RFQ NO. KBY/53305
FOR THE INFRARED THERMOGRAPHIC SCANNING OF OVERHEAD TRACK
EQUIPMENT FOR A PERIOD OF TWO (2) WEEKS.**

This preference form contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

1. INTRODUCTION

- 1.1 A total/maximum of 20 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2. GENERAL DEFINITIONS

- 2.1 "**all applicable taxes**" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "**B-BBEE status of contributor**" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "**Bid**" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 "**consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "**contract**" means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 "**EME**" means any enterprise with an annual total revenue of R5 [five] million or less as per the

2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;

- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitation, and includes all applicable taxes and excise duties;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest

number of preference points for B-BBEE.

- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of Points [Maximum 20] |
|------------------------------------|----------------------------------|
| 1 | 20 |
| 2 | 18 |
| 3 | 16 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor | 0 |

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 In terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, Bidders who qualify as QSEs are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.6 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.7 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

- 4.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.9 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.10 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.11 Bidders are to note that in terms of paragraph 2.6 of Statement 600 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

5. B-BBEE STATUS AND SUBCONTRACTING

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

B-BBEE Status Level of Contribution _____ 1 = _____ [maximum of 20 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

5.2 Subcontracting:

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

If YES, indicate:

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

5.3 Declaration with regard to Company/Firm

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

- Partnership/Joint Venture/Consortium
- One person business/sole propriety
- Close Corporations

Company (Pty) Ltd

(v) Describe Principal Business Activities

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

(vi) Company Classification [TICK APPLICABLE BOX]

Manufacturer

Supplier

Professional Service Provider

Other Service Providers, e.g. Transporter, etc.

(vii) Total number of years the company/firm has been in business.....

BID DECLARATION

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

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
 - (e) forward the matter for criminal prosecution.

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WITNESSES:

- 1.
- 2.

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME:

ADDRESS:.....



TRANSNET

freight rail

A division of Transnet Limited

INFRASTRUCTURE

PROJECT SPECIFICATION

**PROJECT SPECIFICATION FOR INFRARED THERMOGRAPHIC SCANNING
OF OVERHEAD TRACK EQUIPMENT.**

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1. 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 overhead track equipment of Transnet Freight Rail under the control of Infrastructure Manager – KIMBERLEY NORTH DEPOT.

2. 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 |

3. 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 Depot Engineer Managers Heidelberg, Ladysmith and Durban.
- 3.2 The estimated total distance of overhead lines to be scanned is **approx. 600km**. 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 section to be scanned per night 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 on the IOM/KB 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 an every scanning trip.

3.4.8 The contractor shall supply two GPS device's and software that will be used to locate these faults. That will become the property of Kimberley North depot.

4. 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.

5. 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.

6. 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.

7. TENDERING PROCEDURE

- 7.1 The term of the Contract shall be two (2) 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 two (2) 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 kilometre for travelling. This rate shall cover the costs per kilometre travelled by the Contractor's personnel between the Contractor's headquarters and the departure site in an Infrastructure Area. The Transnet Freight Rail railway network NATCOR is divided into "Infrastructure Maintenance Depots" and work places/route lengths are designated with reference to the Infrastructure Maintenance Depot 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.
- 7.9.9 The price of 2 x GPS device and software
- 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, travelling, 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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8. ANNEXURE 1: SCHEDULE OF QUANTITIES AND PRICES

| No | ACTIVITY DESCRIPTION | Estim ated QTY | UNIT | RATE | AMOUNT |
|----|---|----------------|-------------------|--------------------|----------|
| 1 | Scanning and compilation of exception reports | | Km | | |
| 2 | Accommodation | | Day | | |
| 3 | Travelling | | Km | | |
| 4 | Train cancellation by Transnet Freight Rail | | Per cancella tion | | |
| 5 | Waiting time for train | | Hr | | |
| 6 | Other: Specify | | | | |
| | GPS device and software | 2 | E | | |
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| | | | | VAT (14%) | R |
| | | | | TOTAL | R |

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9. ANNEXURE 2: INFRASTRUCTURE AREAS KBN

| Depot | Approximate Sections | Scan | Approx. km's | Elect Type | Methods of Scanning |
|-------|----------------------|------|--------------|------------|---------------------|
|-------|----------------------|------|--------------|------------|---------------------|

| | | | | | |
|-----|-----------------------------------|------|-----|--------|-------------|
| KBN | Kimberley-Postmasburg | once | 210 | 3kV DC | Consists/YQ |
| | Postmasburg-Hotazel | once | 150 | 3kV DC | Consists/YQ |
| | Kimberley-Transcape (Up) | once | 70 | 3kV DC | Consists/YQ |
| | Transcape – Kimberley (Down) | once | 70 | 3kV DC | Consists/YQ |
| | Kimberley area – Station | once | 20 | 3kV DC | Consists/YQ |
| | Kimberley – Avoiding and Mainline | once | 30 | 3kV DC | Consists/YQ |

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