



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

TENDER NUMBER 1030 72846

**SUPPLY OF VARIOUS TYPES OF OPTICAL FIBRE CABLES
FOR A PERIOD OF 2 YEARS**

ISSUE DATE : 18 MARCH 2009
CLOSING DATE : 14 APRIL 2009
CLOSING TIME : 10H00

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



TENDER NUMBER 1030 72846

**SUPPLY OF VARIOUS TYPES OF OPTICAL FIBRE CABLES
FOR A PERIOD OF 2 YEARS**

SCHEDULE OF DOCUMENTS

Section

1. **Notice to Bidders**
2. **Background, Overview and Scope of Requirements**
3. **Tender Form**
4. **Resolution of Board of Directors (Respondent's Representative)**
5. **Certificate of Acquaintance with TENDER Documents**
6. **Pricing and Delivery Schedule**
7. **General Tender Conditions (CSS5 – Goods)**
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10. **Non-Disclosure Agreement**
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SECTION 1

TENDER NO: 1030 72846

SUPPLY OF VARIOUS TYPES OF OPTICAL FIBRE CABLES FOR A PERIOD OF 2 YEARS

NOTICE TO BIDDERS

- 1 Tenders are requested from interested / selected persons, companies, close corporations or enterprises (herein after referred to as the “**Respondent(s)**”) to supply the above-mentioned requirement(s) to TRANSNET.

On or after 18/03/2009 the Tender documents may be inspected at, and are obtainable from the office of TRANSNET Freight Rail Tender Advice Centre, Level 100, Carlton Centre, 150 Commissioner Street, Johannesburg, on payment of an amount of R1 000.00, (Bank guaranteed cheques or cash only) per set.

NOTE 1.1 This amount is not refundable. TENDER documents will only be available until 09/04/2009.

1.2: No TENDER documents will be sold after the 09/04/2009 deadline indicated above.

1. 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 : Caroline Moerane
Division : Supply Chain Services
Email : Caroline.Moerane@transnet.net

In the interest of fairness and transparency the said information will then be made available to the other Respondents who have collected TENDER 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 09/04/2009.

For specific queries before the closing of the TENDER, the following TRANSNET employee(s) may be contacted by email only:

Name : Michael Nuttall
Division : Transport Telecommunication
Email : Michael.nuttall@transnet.net



2. Tender s in triplicate must reach the Secretary, TRANSNET Freight Rail 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:

Tender No	: 1030 72846
Description	: SUPPLY OF VARIOUS TYPES OF OPTICAL FIBRE CABLES
Closing date and time	: 14/04/2009 at 10h00
Closing address (refer options paragraph 4 below)	

3. **DELIVERY INSTRUCTIONS FOR THIS TENDER**

- 4.1 **If posted**, the envelope must be addressed to the Secretary, TRANSNET Freight Rail Acquisition Council, P.O. Box 7784, Johannesburg 2000 and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the TENDER. In the event of the late receipt of Tender s, 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 the TRANSNET tender box which is located at the main entrance, Inyanda House, Parktown and should be addressed as follows:

**THE SECRETARY
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
21 WELLINGTON ROAD
INYANDA HOUSE
PARK TOWN
JOHANNESBURG**

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 Office of The Secretary, TRANSNET Freight Rail Acquisition Council and a signature obtained from that Office.

**THE SECRETARY
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
21 WELLINGTON ROAD
INYANDA HOUSE
PARK TOWN
JOHANNESBURG**

4. Please note that this TENDER closes punctually at 10:00 on Tuesday 14/04/2009.



5. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
6. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
7. The responses to this TENDER will be opened as soon as practicable after the expiry of the time advertised for receiving them.
8. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Tender / information received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
9. Envelopes must not contain documents relating to any TENDER other than that shown on the envelope.
10. 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 TENDER PRICES) of the General Tender Conditions, alterations, additions or deletions must not be made by the Respondent to the actual TENDER documents.
11. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")**

TRANSNET fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET therefore prefers to do business with local business enterprises who share these same values.

TRANSNET consequently urges Respondents (large enterprises and QSE's – see 14.1 below) to have themselves accredited by any one of the various Accreditation Agencies available, who establish BBBEE ratings in accordance with the latest Codes (i.e. those promulgated on 9 February 2007) and whose names appear on the present ABVA (Association of BEE Verification Agencies) – "List of Full Members" as displayed on the ABVA website (www.abva.co.za).

Although no Agencies have, as yet, been accredited by SANAS (South African National Accreditation System), TRANSNET will, in the interim, accept rating certificates from Respondents who have been verified by any of the listed Agencies.

- 12.1 Enterprises will be rated by such 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
 - (b) **Qualifying Small Enterprises – QSE (i.e. annual turnover >R5 million but <R35 million):**
 - Rating based on any 4 (four) of the elements of the BBBEE scorecard
 - (c) **Emerging Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**
 - Automatic BBBEE Level 4 rating, irrespective of race of ownership, i.e. 100% BBBEE recognition



- Black ownership >50% and/or Black Women ownership >30% automatically qualifies for a BBBEE Level 3 rating, 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%

12.2 In addition to the above, Respondents who wish to enter into a Joint Venture or subcontract portions of the contract to BBBEE companies, must state in their Tender the percentage of the total contract value which would be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and / or sub-Supplier(s), as well as a breakdown of the distribution of the aforementioned percentage allocation must also be furnished.

12.3 In view of the high emphasis which TRANSNET places on Broad-Based Black Economic Empowerment, TRANSNET will allow certain preference points for BBBEE in the evaluation of all responses which will depend on the value of the ensuing business award.

- Where the contract value will be less than R2 million, the 80/20 point preference system will be utilised
- Where the contract value will be more than R2 million, the 90/10 point preference system will be utilised

ie. The Respondent's BBBEE rating will be scored out of a maximum of 20 or 10 points respectively in the evaluation process.

Each Respondent is required to furnish proof of its BBBEE status to TRANSNET. Failure to do so will result in a score of zero being allocated for BBBEE evaluation.

<p>Turnover: Indicate your company's annual turnover for your last financial year:</p> <p>R.....</p>

- If annual turnover <R5m, please attach audited financials
- If annual turnover >R5m please attach accreditation certificate by an ABVA accreditation agency (registered as a "Full Member").

12. 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 TENDER 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 TENDER to the TRANSNET employee as indicated in (2) above, and may also at any time after the



closing date of the TENDER, communicate with the Secretary of the TRANSNET Freight Rail Acquisition Council, at telephone no. 011 544 9494/9497 or fax no. 011 774 9186 on any matter relating to its TENDER response.

13. **TENDER 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.

14. **INSTRUCTIONS FOR COMPLETING THE TENDER**

- (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 Tender.
- (ii) Both sets of documents to be submitted to the address specified above.
- (iii) The following returnable documents must accompany all Tenders:
 - Respondent's latest audited financial statements;
 - Respondent's valid Tax Clearance Certificate.

15. **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.

16. **ADDITIONAL NOTES:**

- All returnable documents as indicated in the Tender Form (Section 3) must be returned with the response
- Respondents are to note that Tenders 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 Tender 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 Tender together with their contact details.
- All prices must be quoted in South African Rand
- TRANSNET reserves the right to undertake post-tender 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.

NB: Unless otherwise expressly stated, all Tenders 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.



**FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS
MAY RESULT IN A TENDER BEING REJECTED**

17. DISCLAIMERS

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

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

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

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

NAME OF RESPONDENT

PHYSICAL ADDRESS

.....

Respondent's contact person:

Name.....

Designation.....

Telephone.....

Cellphone.....

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

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SECTION 2

TENDER NO: 1030 72846

SUPPLY OF VARIOUS TYPES OF OPTICAL FIBRE CABLES FOR A PERIOD OF 2 YEARS

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. INTRODUCTION

- 1.1. Transnet is in the process of systematically replacing fixed line transmission systems with SDH transmission systems operating on single mode optical fibre cable. The equipment generally operates at the 1310 to 1625 nm wavelengths. Future DWDM applications will be a definite requirement.
- 1.2. Tenders are called for the supply of 24, 48, and 96 fibre, aerial self-support, underground duct, "blow-type", CST armoured cable and metal free armoured cable on an "as and when required" basis over the next 2 years.
- 1.3. A direct to site price must be quoted, including ROE forward cover, transportation, customs clearing and delivery to any site of works in the Republic of South Africa.
- 1.4. Cable details and predicted quantities to be ordered per annum are provided in the Schedule of Requirements (Annexure A), which must be read in conjunction with this enquiry. These quantities are indicative only and cannot be guaranteed.
- 1.5. Tenderers must indicate the price of each type of cable separately. Volume discounts must be indicated separately per volume specified.
- 1.6. Tenders will be adjudicated on a technical compliance, local support, delivery, BEE, and price comparison. Price only will not be the main criteria.
- 1.7. Price escalation, if applicable, must be clearly indicated for adjudication purposes.
- 1.8. Transnet reserves the right to accept or reject any item (type of cable) or price offered and to enter into price negotiations before conclusion of an agreement.

2. COMPLIANCE

- 2.1. Tenderers must state their compliance to this enquiry as well as the following specifications:

Specification SPC - 00571 (June 2006): Specification
for single mode optical fibres.



Specification SPC – 00573 (April 2008): Specification for optical fibre cable make-up for underground and aerial installation.

- 2.2. Clause - by - clause statements of compliance must be submitted to this enquiry as well as the specifications mentioned above. Failing this requirement will preclude a tender from consideration.
- 2.3.1. Local support is a requirement for the supply of optical fibre cable. The tenderer must have at least one person, permanently in the Republic of South Africa, who is qualified to conduct quality tests and address any queries from Transnet with respect to the performance of their optical fibre cables. The name(s) and qualifications of such technical expert(s) must be provided.

3. STANDARDS

- 3.1 The single mode optical fibre cable must comply with the requirements of the attached technical specifications and meet the latest relevant ITU and IEC recommendations and reports. In particular it must comply with ITU recommendations G. 652 type D and G 650. The requirements of ISO/IEC standards 793-1 and 794-1 must also apply. The more stringent of these recommendations and attached technical specifications will apply.

4. QUALITY ASSURANCE AND FACTORY TESTING

- 4.1 The Tenderer must submit full details of his Quality Assurance Procedures during and after manufacture, that will ensure the OFC cable offered fully complies with the requirements of this enquiry and specifications.
- 4.2 Independently certified test records of specified materials and components and assembled cable parameters must be submitted to Transnet if so requested. Regular batch tests of the mechanical characteristics of the cable must be performed.
- 4.3 The contractor must submit detailed optical and type test reports to Transnet, before any consignment of OFC is dispatched.
- 4.4 Transnet reserves the right to call for any testing or inspection at any time during the duration of the supply contract.
- 4.5 Two (2) off 120-metre test lengths of 24-fibre cable of each type, exactly to specification, must be submitted to Transnet within one calendar month from date of advertisement of this enquiry. Failure to do this will preclude a tender from consideration. Delivery must be affected to Transnet Technical Execution Depot, No.2 Industries Road, Isando, Johannesburg. The tenderer must bear all costs in respect of this requirement.
- 4.6 One (1) bobbin of single mode optical fibre, containing 4000 metres of fibre, exactly to that offered must be delivered to the above address for testing and evaluation.
- 4.7 Tenderers must also make provision for the travel and accommodation for two Transnet Quality Assurance officers who will inspect the optical fibre and cable manufacturing facilities at the appropriate factory as well as conduct and witness type approval tests.

5. TRANSNET TESTING



- 5.1. The two test lengths of cable requested by Transnet will be used for optical and mechanical evaluations.
- 5.2. Optical tests will be carried out at both optical windows as well as the extended band to 1625 nm.
- 5.3. One of the tests will be the cascade splicing of all fibres in one test length of cable. The splice losses will be recorded and it is expected that 70% of the splice losses, after only one splice attempt, must be better than 0,1dB. Competent cable splicers with quality equipment will carry out this splicing.
- 5.4. Competent cable jointers will be tasked to perform several splices/joints on the optical fibre in order to assess the quality of the optical fibre pertaining to jointing.
- 5.5. Splicing compatibility with other manufacturer's fibres already in service with Transnet will be checked.
- 5.6. Mechanical testing will include fibre stress versus cable strain and other tensile tests. Aerial cable must show zero fibre stress at a strain of 3000 N.
- 5.7. Competent cable jointers will be tasked to evaluate the ease of stripping, cleaning and working with the physical cable

5. ORDERS AND DELIVERY

- 6.1. Attached annexure A indicates the estimated types and quantities of OFC to be ordered by Transnet.
- 6.2. Orders will be placed via the Supply Chain Services Division of Transnet.
- 6.3. The tenderer must guarantee delivery direct to site within 8 weeks from placement of a technically correct order. A site shall be a major city or town in the Republic of South Africa.
- 6.4. Orders could be placed by Transnet as bulk orders, but staged deliveries must be scheduled by the supplier to coincide with delivery schedules provided by Transnet.
- 6.5. Tenderers must indicate the discounts that will apply on bulk orders. A bulk order will be considered as any order in excess of 100 km of a particular type of cable.
- 6.6. Tenderers must provide full details of the plant where the fibres and cable will be manufactured as well as the capacity to produce and ship the quantities required by Transnet.



ANNEXURE A

SCHEDULE OF REQUIREMENTS: OPTICAL FIBRE CABLE TYPES AND ESTIMATED QUANTITIES PER YEAR

Item	Fibres	Elements / tubes	Outer Sheath	Armouring / Strength	Installation type	Year 1 (km)	Year 2 (km)
A.1	24	6 / 4	PE	Aramid Yarn	Aerial Short Span	100	200
A.2	24	6 / 4	HDPE A/T	Aramid Yarn	Aerial Short Span	100	100
A.3	24	6 / 4	PE	Aramid Yarn	Duct / blown	100	100
A.4	24	6 / 4	HDPE	CST	Underground	100	100
A.5	24	6 / 4	HDPE	Glass Core	Underground	500	200
B.1	48	6 / 4	PE	Aramid Yarn	Aerial Short Span	500	200
B.2	48	6 / 4	HDPE A/T	Aramid Yarn	Aerial Short Span	100	100
B.3	48	6 / 4	PE	Aramid Yarn	Duct / blown	100	100
B.4	48	6 / 4	HDPE	CST	Underground	100	100
B.5	48	6 / 4	HDPE	Glass Core	Underground	100	200
C.1	96	8 / 8	PE	Aramid Yarn	Aerial Short Span	100	100
C.2	96	8 / 8	HDPE A/T	Aramid Yarn	Aerial Short Span	50	50
C.3	96	8 / 8	PE	Aramid Yarn	Duct / blown	50	50
C.4	96	8 / 8	HDPE	CST	Underground	50	50
C.5	96	8 / 8	HDPE	Glass Core	Underground	50	50
						2100	1700
PE	Polyethylene						
HDD	High Density Duct						
HDPE	High Density PE						
CST	Corrugated Steel Tape						
A/T	Anti-Tracking						

The selected service provider(s) will share in the mission and business objectives of TRANSNET. These mutual goals will be met by meeting contract requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, TRANSNET and its Supplier(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow TRANSNET to reach higher levels of quality, service and profitability.

Specifically, TRANSNET seeks to benefit from this partnership in the following ways:



- TRANSNET must receive reduced cost of acquisition and improved service benefits resulting from the Supplier's economies of scale and streamlined service processes.
- TRANSNET must achieve appropriate availability that meets user needs while reducing costs for both TRANSNET and the chosen Supplier(s).
- TRANSNET must receive proactive improvements from the Supplier with respect to supply of Goods and related processes.
- TRANSNET's overall competitive advantage must be strengthened by the chosen Supplier's leading edge technology and service delivery systems.
- TRANSNET end users must be able to rely on the chosen Supplier's personnel for service enquiries, recommendations and substitutions.
- TRANSNET must reduce costs by streamlining its acquisition of Goods, including managed service processes on a Group basis.

1. GENERAL INFORMATION

It is required that all TRANSNET operating divisions will be included in the scope of this Tender.

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

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

2. AS AND WHEN CONTRACTS

Purchase orders will be placed on the successful Respondents from time to time as and when supplies are required.

TRANSNET reserves the right to place purchase orders until the last day of the contract for deliveries to be effected within the delivery period/lead time specified beyond the expiry date of the contract under the same terms and conditions as agreed upon.

The Respondents must indicate hereunder the combined manufacturing and delivery lead time for delivery of the Goods /products/material to end destination in the Republic of South Africa, calculated as from the 7th (seventh) day after the date of the relevant purchase order:

TENDER ITEM NUMBER	MANUFACTURING & DELIVERY LEAD TIME
1.	(weeks/months)



2.	.....	(weeks/months)
3.	.....	(weeks/months)
4.	.....	(weeks/months)
5.	.....	(weeks/months)
6.	.....	(weeks/months)

- (i) Delivery requirements may be stipulated in purchase orders and scheduled deliveries may be called for. However, delivery periods and maximum monthly rates of delivery offered by the Respondents will be used as guidelines in establishing lead times and monthly delivery requirements with the Supplier.
- (ii) Where scheduled deliveries are required, the delivery period(s) specified must be strictly complied with, unless otherwise requested by TRANSNET. Material supplied earlier than specified may not be paid for or may be returned with the Supplier being held liable for all expenses incurred, e.g. railage charges, handling charges, etc., both ways.

If the delivery period(s) offered by the Respondents is/are subject to a maximum monthly production capacity, full particulars must be indicated.

The Respondents must state hereunder the annual holiday closedown period and whether this period has been included in the delivery lead time offered

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The Respondent is to furnish the following information:

What action does the Respondent propose to take to ensure continuity of supply during non-working days or holidays and periods occupied in stocktaking or in effecting repairs to plant or in overhaul of plant which would ordinarily occur within the stated delivery period:

.....

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.....

...



3. MANUFACTURERS

The Respondents must state hereunder the actual manufacturer(s) of the Goods tendered for:

(i) LOCAL MANUFACTURER(S):

TENDER ITEM NO.	NAME	ADDRESS (IN FULL)
.....
.....

(ii) FOREIGN MANUFACTURER(S):

TENDER ITEM NO.	NAME	ADDRESS (IN FULL)
.....
.....

4. SUPPLIERS

The Respondents must state the actual name(s) and address/addresses of the suppliers of the Goods for inspection purposes only:

(i) LOCAL MANUFACTURER(S) :

TENDER ITEM NO.	NAME	ADDRESS (IN FULL)
.....
.....
.....

(ii) FOREIGN MANUFACTURER(S):

TENDER ITEM NO.	NAME	ADDRESS (IN FULL)
.....

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5. IMPORTED CONTENT

The Respondents must state hereunder the value of the imported content as well as the country of origin in respect of each item tendered for:

TENDER ITEM NO.	PORTION OF THE PRICE	COUNTRY REPRESENTING THE IMPORTED CONTENT
.....
.....
.....
.....
.....
.....

Note: Where more than one country is applicable to one item, the Respondents must furnish this information separately.

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6. EXCHANGE AND REMITTANCE

The attention of the Respondents is specially directed to clause 7 of the General Tender Conditions Form CSS5 (revised August 2008). The Respondent is also to note that the particulars of the exchange rate on which the Respondent has based its tendered price(s), is/are to be stipulated hereunder only if TRANSNET is requested by the Respondent to effect payment overseas direct to the Respondent's principal/Supplier.

(a) ZAR1.00 (South African currency) being equal to (foreign currency).
.....% in relation to tendered price(s) (.....) to be
remitted overseas by TRANSNET.

(b) (Name of country to which payment is to be made)

(c) Beneficiary details :
Name (Account holder)
Bank (Name and branch code).....
Swift code
Country

(d) (Applicable date of Exchange Rate used)

7. 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 sales payable in the next quarter:
 - Pick perfect rate/quantity/specifications
 - On-time delivery



- Supplier must provide a toll-free number or alternative number for customer service calls.
- Supplier will pay all costs for returns (shipping, restocking, etc.) as long as materials are in resalable condition. Time limitation on returns will be 14 working days from date of delivery unless the product needs to be shipped back to original manufacturer either for repair or replacement, and then another future reasonable date shall be determined.
- 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.

Accepted:

YES		NO	
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8. CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD

Respondents shall indicate whether they are committed to participate in the continuous improvement initiatives of TRANSNET to reduce the overall cost of transportation within South Africa during the duration of the contract.

Accepted:

YES		NO	
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If "yes", please specify.

Respondents must briefly describe their commitment to the continuous improvement initiatives and give examples of specific areas and strategies where cost reduction initiatives can be introduced. Specific areas and proposed potential savings percentages should be included. Additional information can be appended to the Respondent's Tender if there is insufficient space available.

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9. 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 and specification of Goods delivered:

.....

.....

.....

.....

(ii) continuity of supply:

.....

.....

.....

(iii) compliance with the Occupational Health and Safety Act, 85 of 1993

.....

.....

.....

10. REFERENCES



Please indicate below the company names and contact details of existing customers whom TRANSNET may contact to seek third party evaluations of your current service levels:

Name of Company	Contact Person	Telephone number

11. EVALUATION CRITERIA

TRANSNET will utilise the following criteria (not necessarily in this order) in choosing a Supplier, if so required:

- Pricing - Whilst not the sole factor for consideration, competitive pricing and overall level of discounts will be critical in indicating how much you value TRANSNET's business
- Service level guarantees
- Ordering process and reporting to capture, properly discount, and report all TRANSNET spend.
- An explicit commitment to continuous improvement initiatives
- Compliance - Completeness of your responses and content of the Tender will be considered
- Financial strength
- References
- Fixed price for a year
- BBBEE status of company
- Country-wide network (national footprint)
- Additional value-added services



SECTION 3

TENDER NO: 1030 72846

SUPPLY OF VARIOUS TYPES OPTICAL FIBRE CABLES FOR A PERIOD OF 2 YEARS

TENDER 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 Goods 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 TENDER documents.

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

- (i) Standard Terms and Conditions of Contract Form No. US7 - Goods (revised August 2008);
- (ii) General Tender Conditions, Form CSS5 – Goods (revised August 2008); and
- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Tender form; and;-

Respondent's Signature

Date and Company Stamp



I/We accept that unless TRANSNET should otherwise decide and so inform me/us in the facsimile or letter of acceptance, this Tender (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 Tender (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 Tender, 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 Tender s afresh and/or having to accept any less favourable Tender .

I/We accept that any contract resulting from this offer will be for a period of 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 Goods 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 TENDER. 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 Tender 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 TENDER

As soon as possible after approval to award the contract/s, the successful Respondent (the Supplier) will be informed of the acceptance of its Tender. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier and the reason as to why their Tender s have been unsuccessful, for example, in the category of price, delivery period, quality, BBBEE status or for any other reason.



VALIDITY PERIOD

TRANSNET desires a validity period of 3 (three) months (from closing date) against this TENDER. It should be noted that Respondents may offer an earlier validity period, but that their Tender s 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 TENDER 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 Tender.

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 TENDER is submitted.

(i) Registration number of company / C.C.

(ii) Registered name of company / C.C.

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

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REGISTRATION CERTIFICATE

Respondents must submit a certified copy of their company’s Registration Certificate with their Tender .

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 – Goods (revised August 2008).

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 Goods, which is either directly or indirectly related to TRANSNET’s business, written approval to divulge such information will have to be obtained from TRANSNET.

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 item(s) or service(s) purchased outside the contract.

RETURNABLE DOCUMENTS

Respondents are required to submit the following returnable documents with their responses (see tick):

Notice to Bidders – Section 1	√
Background overview – Section 2	√
Tender Form – Section 3	√
Resolution of Board of Directors (Respondent's Representative) - Section 4	√
Certificate of Acquaintance with TENDER Documents – Section 5	√
Pricing & Delivery Schedule - Section 6	√
General Tender Conditions - Form CSS5 – Section 7	√
Conditions of Contract - Form US7 – Section 8	√
Audited Financials for previous year	√
Valid Tax Clearance Certificate	√
VAT Registration Certificate	√
BBBEE Accreditation Certificate	√
Specifications and Drawings – Section 9	√
Non-disclosure Agreement – Section 10	√
Supplier Declaration Form Version 7.2	√

NOTE: Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, as indicated in the footer of each page, must be signed and dated by the Respondent.

By signing the TENDER documents, the Respondent is deemed to acknowledge that he / she has made himself / herself thoroughly familiar with all the conditions governing this TENDER , including those contained in any printed form stated to form part hereof and Transnet Limited will recognise 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.

 Respondent's Signature

 Date and Company Stamp



SIGNED a _____ this _____ day of _____ 2009.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1. _____

1. _____

2. _____

2. _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____

PRIEVIEW COPY ONLY



SECTION 4

TENDER NO 1030 72846

SUPPLY OF VARIOUS TYPES OF OPTICAL FIBRE CABLES FOR A PERIOD OF 2 YEARS

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 Tenders, Tender s and/or Contracts for the supply of Goods.

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY



SECTION 5

TENDER NO 1030 72846

SUPPLY OF VARIOUS TYPES OF OPTICAL FIBRE CABLES FOR A PERIOD OF 2 YEARS

CERTIFICATE OF ACQUAINTANCE WITH TENDER DOCUMENTS

NAME OF COMPANY: _____

I/We _____ do

hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this TENDER 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 recognise no claim from me/us for relief based on an allegation that I/we overlooked any TENDER /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 _____ 2009.

WITNESS: _____

SIGNATURE OF RESPONDENT



SECTION 6

TENDER 1030 72846

SUPPLY OF VARIOUS TYPES OF OPTICAL FIBRE CABLES
FOR A PERIOD OF 2 YEARS

PRICING & DELIVERY SCHEDULE

PREVIEW COPY ONLY



SECTION 7

TENDER NO 1030 72846

SUPPLY OF VARIOUS TYPES OF OPTICAL FIBRE CABLES
FOR A PERIOD OF 2 YEARS

GENERAL TENDER CONDITIONS - GOODS

(Revised August 2008)

Refer Form CSS5 attached hereto.

PRIEVIEW COPY ONLY



SECTION 8

TENDER NO 1030 72846

**SUPPLY OF VARIOUS TYPES OF OPTICAL FIBRE CABLES
FOR A PERIOD OF 2 YEARS**

STANDARD TERMS AND CONDITIONS OF CONTRACT

FOR THE SUPPLY OF GOODS TO TRANSNET

(Revised August 2008)

Refer Form US7 attached hereto.

PREVIEW COPY ONLY



SECTION 9

TENDER NO 1030 72846

SUPPLY OF VARIOUS TYPES OF OPTICAL FIBRE CABLES
FOR A PERIOD OF 2 YEARS

SPECIFICATIONS AND DRAWINGS

REFER TO TECHNICAL SPECIFICATIONS ATTACHED HERETO

PRIEVIEW COPY ONLY



SECTION 10

TENDER NO 1030 72846

SUPPLY OF VARIOUS TYPES OF OPTICAL FIBRE CABLES
FOR A PERIOD OF 2 YEARS

NON-DISCLOSURE AGREEMENT (NDA)

Complete and sign NDA attached hereto.

PRIEVIEW COPY ONLY