



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

REQUEST FOR QUOTATION (“RFQ”)

RFQ NUMBER EMP280-6510

PROVISION OF RADIOGRAPHIC TESTING OF EXOTHERMIC WELDS
BETWEEN PIET RETIEF AND RICHARDS BAY

FOR A PERIOD OF TWO YEARS

ISSUE DATE : 3 AUGUST 2010
CLOSING DATE : 31 AUGUST 2010
CLOSING TIME : 10H00
OPTION DATE : 30 NOVEMBER 2010

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

Respondents Signature

Date & Company Stamp



RFQ NUMBER EMP280-6510

**PROVISION OF RADIOGRAPHIC TESTING OF EXOTHERMIC WELDS
BETWEEN PIET RETIEF AND RICHARDS BAY**

FOR A PERIOD OF TWO YEARS

SCHEDULE OF DOCUMENTS

Section

1. Notice to Bidders
2. Background, Overview and Scope of Requirements
3. Quotation Form
4. Resolution of Board of Directors (Respondent's Representative)
5. Certificate of Acquaintance with RFQ Documents
6. Schedule of Rates
7. General Tender Conditions (CSS5 – Services)
8. Standard Terms and Conditions of Contract (US7 - Services)
9. Certificate of Attendance of Information Briefing Session
10. Schedule of Plant
11. Minimum Communal Health Requirements (E4B)
12. Safety Arrangements and Procedural Compliance (E4E)
13. Suppliers Code of Conduct
14. Non-Disclosure Agreement
15. Addendum No. 1: to the E7/1 (July 1998)
For works on, over, under or adjacent to railway lines and near high voltage equipment
16. Supplier Declaration form

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SECTION 1

RFQ NUMBER EMPSG280-6510

PROVISION OF RADIOGRAPHIC TESTING OF EXOTHERMIC WELDS BETWEEN PIET RETIEF AND RICHARDS BAY

FOR A PERIOD OF TWO YEARS

NOTICE TO BIDDERS

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

On or after **3 August 2010** the RFQ documents may be inspected at, and are obtainable from the office of Transnet Freight Rail Advice Centre, Inyanda House 1, Ground floor, 21 Wellington road, Parktown, Johannesburg. A non-refundable Quotation fee of **R250, 00** (inclusive of Vat) is applicable per quotation. Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect RFQ; **EMPSG280-6510** and the Company Name. Receipt/s to be presented prior to collection of the RFQ/s.

NOTE 1.1 This amount is not refundable. RFQ documents will only be available until **15h00 on 18 August 2010**.

2. A **compulsory** information briefing session will be conducted at Transnet Freight Rail, Infrastructure Maintenance Boardroom, 227 Mark Street; Vryheid on the **19 August 2010, at 10h00**

- Respondents failing to attend the compulsory information briefing session will be disqualified.
- Respondents without a valid RFQ document in their possession will not be allowed to attend the briefing session.
- Respondents to provide own transportation

The briefing session will start punctually at 10h00 and Respondents arriving late will not be accommodated.

For specific queries before the closing of the RFQ, the following Transnet Freight Rail employee(s) may be contacted by email only:

Name : Sophie Goldstone
Division : Transnet Freight Rail, (SCS) Procurement
Email : Sophie.Goldstone@transnet.net
Telephone No. : 035 9067662

Respondents Signature

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

RFQ No	: EMPG280 – 6510
Description	: PROVISION OF RADIOGRAPHIC TESTING OF EXOTHERMIC WELLS BETWEEN PIET RETIEF AND RICHARDS BAY
Closing date and time	: 31 August 2010 at 10h00
Closing address	: (refer options paragraph 4 below)

3. **DELIVERY INSTRUCTIONS FOR THIS RFQ**

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

**THE SECRETARY
TRANSNET ACQUISITION COUNCIL
GROUND FLOOR
TENDER BOX
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001**

The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are not larger than the above dimensions. Responses which are too bulky (i.e. more than 100mm thick) must be split into two or more files, and placed in separate envelopes.

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

Respondents Signature

Date & Company Stamp



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

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

4. Please note that this RFQ closes punctually at **10:00 on Tuesday 31 August 2010**.
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 RFQ 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 Quotations / 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 RFQ other than that shown on the envelope. All envelopes must reflect the return address of the respondent on the reverse side
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 RFQ PRICES) of the General RFQ Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.
12. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")**

Transnet fully endorses and supports the South African Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past.

Transnet would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including, but not limited to enterprise development, subcontracting and Joint Ventures) as part of their RFP responses. Transnet would accordingly allow a "preference" in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act, 5 of 2000 (as amended), to companies who provide a BBBEE Accreditation Certificate. All procurement and disposal transactions in excess of R30 000 (thirty thousand S.A. Rand) will be evaluated accordingly. All transactions below this R30 000 will, as far as possible, be set aside for Exempted Micro Enterprises (EMEs).

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Transnet consequently urges Respondents (Large Enterprises and QSE's - see below) to have themselves duly accredited by any one of the Accreditation Agencies approved by SANAS (the South African National Accreditation Systems, under the auspices of the DTI).

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

However Accreditation Certificates issued before 23 March 2009, and which are still within their one (1) year validity period, will still be acceptable, until their expiry date provided that the accreditation was done in accordance **with the latest Codes (i.e. those promulgated on 9 February 2007)**.

BBBEE Accreditation Certificates issued after the published date i.e 23 March 2009, by a Verification Agency not approved by SANSAS, will **NOT** be acceptable as from 23 March 2009.

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

(a) **Large Enterprises (i.e. annual turnover >R35 million):**

- Rating level based on all 7 (seven) elements of the BBBEE scorecard
- Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)

(b) **Qualifying Small Enterprises – QSE (i.e annual turnover between R5 million and R35 million):**

- Rating based on any 4 (four) of the elements of the BBBEE scorecard
- Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)

(c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5 million are exempted from being rated or verified):**

- Automatic rating of Level 4 rating, irrespective of race of ownership, i.e. 100% BBBEE recognition
- Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE, i.e. 110% BBBEE recognition
- EME's should only provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually from their Auditors / Accounting Officers)

12.2 In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies, must state in their RFPs the percentage, of the total contract value that would be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and / or subcontractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFP response to enable Transnet to evaluate / adjudicate all RFPs received on a fair basis.

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

Turnover: Indicate your company's most recent annual turnover:
R.....

- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership.
- If annual turnover >R5m please attach BBEE certificate and detailed scorecard from an accredited rated agency.

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

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

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

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

DTI BBEE UNIQUE PROFILE NUMBER:
.....

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

13. COMMUNICATION

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

A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFQ to the TRANSNET employee as indicated in (2) above, and may also at any time after the closing date of the RFQ, communicate with the Secretary of the TRANSNET Acquisition Council, at telephone no. 011 544 9486 or fax no. 011 774 9186 on any matter relating to its RFQ response.

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14. RFQ SCHEDULE

Respondents will be contacted as soon as practicable with a status update. At this time short-listed Respondents may be asked to meet with Transnet representatives at a location to be agreed.

15. INSTRUCTIONS FOR COMPLETING THE RFQ

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

16. COMPLIANCE

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

17. ADDITIONAL NOTES:

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

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

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

18. DISCLAIMERS

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

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

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

19. LEGAL REVIEW

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

Respondents Signature

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Respondents to complete this section:

NAME OF RESPONDENT
PHYSICAL ADDRESS
.....

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

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

PREVIEW COPY ONLY

Respondents Signature

Date & Company Stamp



SECTION 2

RFQ NUMBER EMP280-6510

PROVISION OF RADIOGRAPHIC TESTING OF EXOTHERMIC WELDS BETWEEN PIET RETIEF AND RICHARDS BAY

FOR A PERIOD OF TWO YEARS

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. NATURE OF WORK.

1.1 This contract covers the hire, maintenance and operation of radiographic equipment as well as all materials and activities related to the provision of suitable radiographs of exothermic welds on rails. This work will include the following activities:

- Visual inspection of the weld surface.
- Perform the necessary tasks to make radiographs of the foot and web of the weld.
- Mark the weld number on the field side of the rail crown.
- Processing of radiographic films.
- Recording and reporting of weld details.

2. CONTRACT AREA.

2.1 The contract area will be confined to the following geographical areas:

- 2.1.1 Section:
- Piet Retief (yard excluded) to Sikame (yard included)
 - Sikame to Vryheid East (yard included)
 - Vryheid East to Ulundi (yard excluded)
 - Ulundi (yard included) to RBCT (yard excluded)

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3. DURATION OF CONTRACT

3.1 The contract will commence on approximately 01 October 2010 or the date stipulated in the letter of acceptance of tender, and will continue for a period of 2 (two) years.

4. NORMAL WORKING HOURS.

4.1 A continuous shift of 8 hours, between 06h00 hrs. and 18h00 hrs. for five consecutive days i.e.: Monday to Friday. The Technical Officer will determine the daily starting time which may vary to suit seasonal changes or train time tables.

4.2 Working outside of normal working hours as defined in clause 4.1 shall only take place on instruction from the Technical officer and in agreement with the Contractor.

4.3 The inconvenience of working shifts on Saturdays, Sundays and Public Holidays shall be included in items 3, 4 and 5 in the schedule of prices.

4.4 Due to the nature of the work there shall be no annual leave break. The Contractor shall make the necessary arrangements for relief staff as and when required.

5. PENALTIES.

5.1 Should the contractor be non-productive for more than five consecutive days due to the non-availability of his equipment, vehicles or staff, a penalty of R 1000-00 (one thousand rand) for each working day in excess of five days shall be imposed.

6. SUPPORTING SPECIFICATIONS.

6.1 The documents forming the contract are to be taken as complementary to each other. In the event of any discrepancy or inconsistency between contract documents, the Project Specifications, as amended (together with annexes and drawings) will take precedence.

7. USE OF EQUIPMENT.

7.1 The equipment shall be used in accordance with the CODE OF PRACTICE FOR INDUSTRIAL RADIOGRAPHY (IRCP91-1 MARCH 1993) Compiled by the Directorate Radiation Control and the CODE OF PRACTICE FOR INDUSTRIAL RADIOGRAPHY -- X-RAY RADIOGRAPHY (IRC91-X1 MARCH 1993) Revised April 1997 compiled the Directorate Health Technology.

7.2 The Contractor shall be regarded as an employer as defined in Section 1 (1) of Act 85 of 1993 (Machinery and Occupational Act) and shall be responsible for ensuring that the requirements of the act and the regulations are implemented on the work site.

7.3 No on track work is to be done without the necessary protection (trains working) to be provided by Transnet Freight Rail Perway staff.

7.4 The Contractor shall at all times be aware that the track adjacent to the one on which he is working, will be open to traffic.

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8. TYPE OF EQUIPMENT

- 8.1 The radiographs may be produced by using either X-Ray equipment or by using radio isotopes (Gamma rays).
- 8.2 The equipment must be capable of producing high quality radiographs of the rail foot and the web of the rail at the weld collar.
- 8.3 Film cassettes, salt intensifying screens, lead filtration screens, lead film identification markers, weld identification stamps and Image Quality Indicators are deemed as equipment.
- 8.4 All TLD's, Direct Reading and Audible Alarm Dosimeters, warning boards etc. are deemed as equipment.

9. WORK PERFORMED BY TRANSNET FREIGHT RAIL

- 9.1 Technical Officer or his Deputy shall accompany the Contractor to the work sites, identify the welds to be radiographed and take occupation of the track.
- 9.2 Transnet Freight Rail shall provide for the necessary protection in relation with occupations. The Contractor shall obey Transnet Freight Rail's personnel when working on the track.
 - No on-track work is to be done without the necessary protection. Transnet Freight Rail depot staff will provide protection staff.
 - The Contractor shall at all times be aware that any track adjacent to the one on which he is working, will be open to traffic.
 - The Contractor shall not place his equipment for the radiographic exposure on the track until such time as the Transnet Freight Rail depot staff has assured him that it is safe to do so.
 - After exposure has been completed, all equipment shall be removed from the track.
- 9.3 The Depot Engineer is ultimately responsible for the arrangements on his depot with regards to:
 - Indicate the shortest route to the said weld.
 - Indicate the location of the welds to be tested.
 - Arrange occupation with the operating office.
 - Remove and replace joggle fish plates.

9.4 The results of all radiographs will be interpreted by the Transnet Freight Rail depot staff.

10. SUPPLIED BY TRANSNET FREIGHT RAIL

- 10.1 Dark rooms, with safety lights will be made available for the Contractor's use at Vryheid.
- 10.2 The Contractor shall undertake to maintain the dark room in good condition should he use these facilities.

11. SUPPLIED BY CONTRACTOR

- 11.1 All equipment, tools, vehicles and labour necessary to do the work for the duration of the contract.
- 11.2 All consumable materials such as films, processing chemicals, cleaning materials, fuel, etc.

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- 11.3 The Contractor shall arrange accommodation for his own personnel.
- 11.4 The contractor must have a functional cell phone available on site for communication with the Technical Officer or his Deputy.
- 11.5 The contractor shall develop; process and deliver all radiograph films as well as a radiographic test report in hard copy to the Technical Officer or his Deputy. This must be done every week or as agreed upon by both parties.
- 11.6 A site diary and a site instruction book will be provided by the Contractor for the duration of this contract.
12. WORK DONE BY CONTRACTOR.
- 12.1 The Contractor shall be responsible for all the preparatory work such as the loading of film cassettes, checking of equipment, conveyance of personnel and equipment and the erection of warning boards and barriers.
13. LOGGING THE LOCATION OF THE WELD.
- 13.1 The location of the weld must be entered on the radiographic test report form with reference being made to section, mast pole, the line number and the leg of the track (left or right).
- 13.2 These references are made when facing the direction of ascending mast pole numbers.
- In all instances the rail on the left hand side of the track will be the left leg and the rail on the right will be the right leg when facing increasing kilometers.
14. MARKING AND LOGGING WELD I.D. NUMBERS
- 14.1 Four digits, ascending sequence of numbers with the prefix VX shall be used for weld identification purposes i.e. VX0001, VX0002 for section Piet Retief to RBCT.
- 14.2 The weld identification number must be stamped on the field side of the rail crown adjacent to the weld collar and also logged on the radiographic test report form by the Contractor.
- 14.3 On the radiographs the weld identification number shall be made up by using lead letters and numbers on masking tape and positioned on the rail next to the weld collar, so that the weld identification number appears clearly on the radiograph. A flashing unit may also be used.
15. VISUAL INSPECTION.
- 15.1 The surface of the weld shall be inspected for irregularities such as depressions, holes, inclusions, cracks, porosity, undercut etc. Any such irregularities on the weld surface shall be recorded on the radiographic test report form. This will assist in the evaluation of the radiograph.
16. RADIOGRAPH EXPOSURE.
- 16.1 The Contractor shall not place his equipment on the track until such time as the accompanying Transnet Freight Rail personnel have assured him that it is safe to do so.

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16.2 A wire type Image Quality Indicator (6 Fe Din 6 ISO 12) shall be placed across the weld, on the source side, for each radiograph as follows:
Foot of the weld: Thinnest wire to the outside of the foot
Web of the weld: Thinnest wire to the bottom.

16.3 After exposure has been completed, all equipment shall be removed from the track and the joggled fish plates replaced on the weld Transnet Freight Rail personnel's satisfaction.

17. QUALITY OF RADIOGRAPHS

17.1 At least five of the Image Quality Indicator wires shall be visible on the radiograph.

17.2 The weld identification number shall be legible on the radiograph.

17.3 The image of the weld collar shall be in the center of the radiograph.

17.4 The film density through the radiographic image shall be between 2 and 3.

17.5 All radiographs shall be free from mechanical, chemical or other blemishes to the extent that they do not mask or cause confusion with the image of the object being radiographed.

Such blemishes include but are not limited to the following:

- a) Fogging.
- b) Processing defects such as roller marks, streaks, water marks, or chemical stains.
- c) Scratches, finger marks, crimps, dirtiness, smudges or tears.

18. QUALITY OF REPORTS

Radiographic reports shall be legible and accurate in terms of weld identification, location and interpretation of radiographic image.

19. NON-COMPLIANCE.

Radiographs and/or reports that do not comply with requirements shall be re-done at the Contractor's cost.

20. PROCESSING OF FILMS.

The Contractor may utilize the Transnet Freight Rail facilities at Vryheid for film processing. The Contractor to provide his own developing equipment.

21. EVALUATION OF RADIOGRAPHS.

The contractor shall evaluate the radiographs and record findings on the radiographic test report form. The radiographs and the radiographic test report forms must be submitted to the relevant Technical Officer or his Deputy for decision making on or before the Friday of each week.

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22. WORK LOAD.

Workloads are determined in the following geographical areas:

22.1 Section:

Piet Retief (yard excluded) to Sikame (yard included) – lines 1& 2 ±110km each
Sikame (yard excl.) to Vryheid East (yard included) - lines 1& 2 ±6km each
Vryheid East to Ulundi (yard excluded) - lines 1& 2 ±100km each
Ulundi (yard included) to RBCT (yard excluded) - lines 1& 2 ±110km each

22.2 The workload is not constant, and in total may vary from 180 to 220 welds per month. An initial backlog of work can be expected.

22.3 Work load planning / production meetings between the Technical Officers or his Deputy and the Contractor will be held on a weekly basis.

22.4 The Contractor may apply in writing to utilize his personnel elsewhere during periods of low demand, provided that dates and time periods are specified. Conversely, in periods of high demand additional staff may be required. Transnet Freight Rail shall give seven days notice of such requirements and also provide an estimated time period for which additional staff will be required..

22.5 This Contract shall be regarded as preferential to any other work as far as the personnel allocated to this contract are concerned.

23. PRODUCTIVITY.

23.1 Productivity will be largely dependent on traveling time between welds, density of train traffic and occupation time allowed.

23.2 The contractor shall make allowance in his tender for weather and road conditions, which may adversely affect his rate of production.

23.3 It is the intention of this contract to complete each week's workload within five working days on receipt thereof. Should production fall behind the requirements, an agreed means of eliminating the backlog shall be reached to the satisfaction of the Technical Officer.

24. OCCUPATIONS.

24.1 Under normal traffic conditions a cumulative total of 4 hours occupation per day between trains is available, but this cannot be guaranteed.

25. INCREASE OR DECREASE IN COSTS

25.1 A contract price adjustment factor to be determined in accordance with the formula described below will be applied to allow for all increases or decreases in cost, from any cause whatsoever, which may occur

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after the closing date of the submission of the tender and before the date of completion. The factor shall be rounded off to six decimal places.

25.2 The contract price adjustment factor shall be:

$$(1-x) [0.30L_t/L_o + 0.20M_t/M_o + 0.50D_t/D_o]$$

where $x = 0.15$ and

L_o , M_o and D_o are respective labour, material and Diesel fuel indices ruling for the calendar month four (4) months prior to closing date of tender.

and

L_t , M_t and D_t are respective labour, material and Diesel fuel indices ruling for the calendar month four (4) months prior to the date of work commencing.

25.3 The indices to be used shall be those for the Consumer Price Index and Production Price Index as obtained from the monthly Statistical News Releases published by STATS South Africa.

25.4 L_o and L_t shall be for Labour indices for Kwa-Zulu Natal (P 0141.1 – Table A)

25.5 M_o and M_t shall be the price indices of material used in Non-Electrical Machinery and Equipment (P0142.1–Table 8-2.16) “Special Purpose Machinery”

25.6 D_o and D_t shall be the price indices of Diesel Oil – “Coast and Witwatersrand” (P0142.1 – Table 12)

26 SECURITY DEPOSIT AND RETENTION MONEY

No Security Deposit or Retention money will be levied.

27. HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

27.1 The Contractor shall at all times comply with safety rules, regulations and legislation, as well as Transnet Freight Rail (TRF) Safety Guidelines for Infrastructure (Latest Edition).

27.2 The Contractor shall at all times comply with the Basic Conditions of Employment Act as well as all other relevant labour legislation.

27.3 The Contractor shall prepare and implement a comprehensive safety case covering all relevant legal safety aspects for their work teams. It shall include details of the site management structures, all safety legal appointments as well as the written safe working procedures for all equipment used on site taking into account the above risk assessments.

27.4 The Contractor shall be responsible to ensure the use of only technical competent trained staff on all types of work.

27.5 The Safety Case together with all supporting documentation shall at all times be available for compliance audit.

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Date & Company Stamp



- 27.6 The Contractor shall ensure that all site staff are trained and inducted in the written safe working procedures for all equipment used on site.
- 27.7 The contractor shall ensure that all workers are appropriately equipped and wearing Personal Protective Equipments (PPE) and that Safety Talks are conducted and noted in the Site Diary before the start of every shift.
- 27.8 Non compliance with safety requirements will result in an immediate suspension of work without payment.
- 27.9 The Contractor shall comply with all applicable legislation and the Transnet safety requirements. The cost of such compliance shall be borne by the Contractor and shall be deemed to have been allowed for in the rates and prices tendered.
- 27.10 The Contractor shall, in particular, comply with the following Acts:
- The Compensation for Occupational Injuries and Diseases Act, (Act 130 of 1993). The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
- The Occupational Health and Safety Act (Act 85 of 1993): The Contractor is in terms of section 37(2) of Act 85 of 1993, deemed to be an employer in his own right with duties as prescribed in the Act and agrees to ensure that all work will be performed or machinery and plant used in accordance with the provisions of the Act in respect of all employ other persons on the premises or site or place of the Work or Work to be executed by him and under his control in terms of the Contract. The agreement in this Contract and all documents attached or referred to, form an integral part of the arrangements and procedures stipulated in the aforementioned section.
- 27.11 The Contractor shall comply with the current Transnet Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations as applicable, and shall, before commencement with the execution of the Contract, submit to the Supervisor,
- Documented proof of his procedural compliance with the Act and
 - Particulars of his Health and Safety Policy and Programme to be implemented on the Work in accordance with Specification E.4E.
- 27.12 The Contractors Health and Safety Policy and Programme will be subject to the agreement of the Supervisor, who may order supplementary and/or additional safety arrangements and/or different safe working methods to ensure compliance by the Contractor with his obligations as an employer in terms of the Act.
- 27.13 The Contractor shall comply with the current Specification for Work On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment – E7/1, where applicable, and shall take particular care of the safety of his employees working on or in close proximity to a railway line during track occupations as well as under normal operational conditions.

Respondents Signature

Date & Company Stamp



- 27.14 He shall also comply with all safety requirements; regulations and guidelines of Transnet applicable to the nature of Work carried out under the Contract and shall obtain the particulars thereof from the Supervisor.
- 27.15 In addition the Contractor shall report all incidents contemplated by Section 24 of the Act in writing to the Supervisor. Any incident resulting in the death of injury to any person on the Work shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.
- 27.16 The term “safety rules” is used in a generic sense and refers to all Transnet arrangements, procedures and requirements, pertaining to safety, specified or incorporated by reference in the contract documents, such as the Specification for Work On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment, E7/1, the Electrical Safety Instructions – High Voltage Equipment. (Copies of these documents are available for inspection at the offices of Transnet Freight Rail.)

28 MEASUREMENT AND PAYMENT.

- 28.1 Progress measurement will be done at the end of each month
- 28.2 No payment whatsoever will be made for time lost due to the contractor's equipment or vehicles being out of order, or for non-availability of the contractor's labour.
- 28.3 Due to the nature of the work, the quantities in the schedule of prices may be more or less than indicated and the quantities may vary from month to month. Therefore the total quantities as reflected at the end of the contract will be taken into account for possible application of clause 28 of the E5 (MW) of November 1996. Fluctuations of month on month quantities will not be considered. This clause is applicable to item 2 on the schedule of prices only.
- 28.4 Item 1
Site Establishment: 70% of the sum tendered for all establishment costs shall be paid at the commencement of the contract. The remaining 30% shall be paid for decommissioning costs on completion of the contract.
- 28.5 Item 2
Payment shall be made per radiographed joint witch includes two films, one of the rail foot and one of the rail web. The rate shall include all labour, transport, tools and equipment, accommodation, film and chemicals to radiograph, mark and wash the weld.
- 28.6 Items 3, 4 and 5.
The rate for working on weekends or public holidays will be seen as an extra over payment, on instruction of the Technical Officer.
- 28.7 Items 6
Payment for additional staff: - Establishment and de-establishment.
This item covers the traveling costs incurred from the contractor's depot and the relevant Transnet depot and back to the Contractors Depot on completion.
- 28.8 **Item 7.**
Additional staff: - Accommodation costs.

Respondents Signature

Date & Company Stamp



This item covers the accommodation costs incurred by additional staff temporarily working at TFR depots. The Technical Officer shall decide when additional staff is required e.g. when workload is beyond the capacity of the permanent contractor's staff.

22. GENERAL INFORMATION

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 RFQ.

23. NATIONAL RAILWAY SAFETY REGULATOR ACT

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

Accepted:

YES		NO	
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24. SERVICE LEVELS

- Experienced national account representative/s to work with Transnet's sourcing/procurement department (no sales representatives are needed for individual department/locations). Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- Transnet will have quarterly reviews with the Supplier's account representative on an ongoing basis.
- Transnet reserves the right to request that any member of the Supplier's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- Supplier guarantees that it will achieve a 95% service level on the following measures. If the Supplier does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly fees payable in the next quarter:
 - On-time deliverables

Respondents Signature

Date & Company Stamp



- Supplier must provide a toll-free number or alternative number for customer service calls.
- Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty, giving 30 (thirty) days' notice to the Supplier.

Accepted:

YES	
-----	--

NO	
----	--

25. 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	
----	--

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 Quotation if there is insufficient space available.

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Respondents Signature

Date & Company Stamp



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

.....

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

.....

27. 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:

Company Name	Nature of work	Value of work	Contact person	Contact details	Year completed

 Respondents Signature

 Date & Company Stamp



28. EVALUATION CRITERIA

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

- Pricing (fees) - Whilst not the sole factor for consideration, competitive pricing will be critical in indicating how much you value Transnet's business
- Compliance – Completeness of your responses and content of the Quotation will be considered
- Previous performance/Track record/Experience
- BBBEE status of company
- Plant/Equipment available
- Satisfactory proof of his qualifications

29. DAMAGE TO TRANSNET LIMITED PROPERTY: (REFER TO CLAUSE 14 OF US7 ~ SERVICES)

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

30. INDEMNITY CLAUSE:

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

PREVIEW COPY ONLY

 Respondents Signature

 Date & Company Stamp



SECTION 3

RFQ NUMBER EMPSG280-6510

PROVISION OF RADIOGRAPHIC TESTING OF EXOTHERMIC WELDS BETWEEN PIET RETIEF AND RICHARDS BAY

FOR A PERIOD OF TWO YEARS

QUOTATION FORM

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

_____ of (full address)

carrying on business under style or title of _____

represented by _____

in my capacity as _____

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

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

- (i) Standard Terms and Conditions of Contract, Form No. US7 - Services;
- (ii) General Tender Conditions, Form CSS5 – Services; and

Respondents Signature

Date & Company Stamp



- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Quotation form; and;-

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

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

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

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

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

Respondent to indicate *domicillium citandi et executandi* hereunder:

NOTIFICATION OF AWARD OF RFQ

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

Respondents Signature

Date & Company Stamp



VALIDITY PERIOD

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

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

TAX (VAT) REGISTRATION NUMBER

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

TAX CLEARANCE CERTIFICATE

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

Indicate tax clearance certificate expiry date: _____

BANKING DETAILS

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation (C.C.) on whose behalf the Quotation is submitted.

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

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

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

Respondents Signature

Date & Company Stamp



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REGISTRATION CERTIFICATE

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

NAME AND ADDRESS OF ACCREDITED AGENT

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

Name
Address

CONFIDENTIALITY

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

DISCLOSURE OF PRICES TENDERED

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

YES	
-----	--

NO	
----	--

Respondents Signature

Date & Company Stamp



DECLARATION

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

YES	
-----	--

NO	
----	--

If YES, please indicate below:

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

ADDRESS

Indicate nature of relationship (if any):

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

PRICE REVIEW

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

PREVIEW COPY ONLY

Respondents Signature

Date & Company Stamp



RETURNABLE DOCUMENTS

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

- Notice to Bidders – Section 1**
- Background overview – Section 2**
- Quotation Form – Section 3**
- Resolution of Board of Directors (Respondent's Representative) - Section 4**
- Certificate of Acquaintance with RFQ Documents – Section 5**
- Schedule of Rates - Section 6**
- General Tender Conditions - Form CSS5 – Section 7**
- Conditions of Contract - Form US7 – Section 8**
- Certificate of attendance of Information Briefing – Section 9**
- Schedule of Plant and Equipment – Section 10**
- E4B – Minimum Health Requirements – Section 11**
- E4E – Safety arrangements and Procedural compliance – Section 12**
- Supplier code of conducts – Section 13**
- Non-Disclosure Agreement – Section 14**
- Addendum No. 1: to the E7/1 (July 1998) – Section 15**

- Transnet Supplier Declaration/Application – Section 16**
- Copy of cancelled cheque or letter from the bank verifying banking details (with bank stamp)**
- Certified Copy of Identity document of Shareholders/Directors/Members (where applicable)**
- Copy of Certificate of Incorporation and CM29/ and C/CK2 (if CC)**
- Certified Copy of Share Certificates of Shareholders, CK1**
- A Letter with the company's letterhead confirming physical and postal addresses**
- Original or certified copy of SARS Tax Clearance Certificate and VAT registration certificate**
- A Signed letter from the Auditor/Accountant confirming most recent annual turnover and percentage black ownership in the company AND/OR BBBEE certificate and detailed scorecard from an accredited rating agency (ABVA Member)**
- Satisfactory proof of company qualifications**
- Letter of Good Standing with the Compensation Commissioner**

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

Respondents Signature

Date & Company Stamp



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

SIGNED a _____ this _____ day of _____ 2010.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1. _____

1. _____

2. _____

2. _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____

Respondents Signature

Date & Company Stamp



SECTION 4

RFQ NUMBER EMPG280-6510

**PROVISION OF RADIOGRAPHIC TESTING OF EXOTHERMIC WELDS
BETWEEN PIET RETIEF AND RICHARDS BAY**

FOR A PERIOD OF TWO 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 RFQs, Quotations and/or Contracts for the supply of Services.

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY

Respondents Signature

Date & Company Stamp



SECTION 5

RFQ NUMBER EMP280-6510

**PROVISION OF RADIOGRAPHIC TESTING OF EXOTHERMIC WELDS
BETWEEN PIET RETIEF AND RICHARDS BAY**

FOR A PERIOD OF TWO YEARS

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

NAME OF COMPANY: _____

I/We _____ do

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

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

SIGNED at _____ on this _____ day of _____ 2010.

WITNESS: _____

SIGNATURE OF RESPONDENT

Respondents Signature

Date & Company Stamp



SECTION 6

RFQ NUMBER EMP280-6510

**PROVISION OF RADIOGRAPHIC TESTING OF EXOTHERMIC WELDS
 BETWEEN PIET RETIEF AND RICHARDS BAY**

FOR A PERIOD OF TWO YEARS

SCHEDULE OF RATES

<u>ITEM</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Rate</u>	<u>Amount</u>
1	Establishment	1	sum		
2	Radiographic tests: Piet Retief (yard excluded) to Sikame (yard included)	2000	weld		
2	Radiographic tests: Sikame to Vryheid East (yard included)	250	weld		
2	Radiographic tests: Vryheid East to Ulundi (yard excluded)	1625	weld		
2	Radiographic tests: Ulundi (yard included) to RBCT (yard excluded)	1625	weld		
3	Extra Over: Time worked on Saturdays: Technician.	80	hour		
3.1	Extra Over: Time worked on Saturdays: Labourer	80	hour		
4	Extra Over: Time worked on Sundays: Technician	80	hour		
4.1	Extra Over: Time worked on Sundays: Labourer	80	hour		
5	Extra Over: Time worked on Public Holidays: Technician	20	hour		
5.1	Extra Over: Time worked on Public Holidays: Labourer	20	hour		
6	Establishment: Additional temporary staff	1000	R/Km		
7	Additional temporary staff - Accommodation	20	day		
Total excl. VAT.					

DRAFT COPY ONLY

 Respondents Signature

 Date & Company Stamp



SECTION 7

RFQ NUMBER EMP280-6510

**PROVISION OF RADIOGRAPHIC TESTING OF EXOTHERMIC WELDS
BETWEEN PIET RETIEF AND RICHARDS BAY**

FOR A PERIOD OF TWO YEARS

GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 attached hereto.

PREVIEW COPY ONLY

Respondents Signature

Date & Company Stamp



SECTION 8

RFQ NUMBER EMPG280-6510

**PROVISION OF RADIOGRAPHIC TESTING OF EXOTHERMIC WELDS
BETWEEN PIET RETIEF AND RICHARDS BAY**

FOR A PERIOD OF TWO YEARS

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

Refer Form US7 attached hereto.

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

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

Respondents Signature

Date & Company Stamp



SECTION 9

RFQ NUMBER EMPG280-6510

**PROVISION OF RADIOGRAPHIC TESTING OF EXOTHERMIC WELDS
BETWEEN PIET RETIEF AND RICHARDS BAY**

FOR A PERIOD OF TWO YEARS

CERTIFICATE OF ATTENDANCE OF INFORMATION BRIEFING SESSION

It is hereby certified that -

- 1.
- 2.

Representative(s) of
(name of company)

attended the information briefing session in respect of the proposed Service to be rendered in terms of this RFQ on2010.

.....
TRANSNET'S REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....

Respondents Signature

Date & Company Stamp



SECTION 10

RFQ NUMBER EMPG280-6510

**PROVISION OF RADIOGRAPHIC TESTING OF EXOTHERMIC WELDS
BETWEEN PIET RETIEF AND RICHARDS BAY**

FOR A PERIOD OF TWO YEARS

SCHEDULE OF PLANT

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

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

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

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

Respondents Signature

Date & Company Stamp



SECTION 11

RFQ NUMBER EMP280-6510

**PROVISION OF RADIOGRAPHIC TESTING OF EXOTHERMIC WELDS
BETWEEN PIET RETIEF AND RICHARDS BAY**

FOR A PERIOD OF TWO YEARS

MINIMUM COMMUNAL HEALTH REQUIREMENTS

Refer Form E4B attached hereto.

PREVIEW COPY ONLY

Respondents Signature

Date & Company Stamp



SECTION 12

RFQ NUMBER EMP280-6510

**PROVISION OF RADIOGRAPHIC TESTING OF EXOTHERMIC WELDS
BETWEEN PIET RETIEF AND RICHARDS BAY**

FOR A PERIOD OF TWO YEARS

SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE

Refer Form E4E attached hereto.

PREVIEW COPY ONLY

Respondents Signature

Date & Company Stamp



SECTION 13

RFQ NUMBER EMPG280-6510

**PROVISION OF RADIOGRAPHIC TESTING OF EXOTHERMIC WELDS
BETWEEN PIET RETIEF AND RICHARDS BAY**

FOR A PERIOD OF TWO YEARS

Suppliers Code Of Conduct

Refer to Annexure attached hereto.

PREVIEW COPY ONLY

Respondents Signature

Date & Company Stamp



SECTION 14

RFQ NUMBER EMP280-6510

**PROVISION OF RADIOGRAPHIC TESTING OF EXOTHERMIC WELDS
BETWEEN PIET RETIEF AND RICHARDS BAY**

FOR A PERIOD OF TWO YEARS

Non-Disclosure Agreement (“NDA”)

Complete and sign NDA attached hereto

PREVIEW COPY ONLY

Respondents Signature

Date & Company Stamp



SECTION 15

FOR A PERIOD OF TWO YEARS

Addendum No. 1: to the E7/1 (July 1998)

For works on, over, under or adjacent to railway lines and near high voltage equipment

Refer to Annexure attached hereto.

PREVIEW COPY ONLY

Respondents Signature

Date & Company Stamp



SECTION 16

RFQ NUMBER EMP280-6510

**PROVISION OF RADIOGRAPHIC TESTING OF EXOTHERMIC WELDS
BETWEEN PIET RETIEF AND RICHARDS BAY**

FOR A PERIOD OF TWO YEARS

Supplier Declaration form

Complete and sign supplier Declaration form attached hereto

PREVIEW COPY ONLY

Respondents Signature

Date & Company Stamp