



TRANSNET FREIGHT RAIL

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

REQUEST FOR QUOTATION [RFQ] No CRAC-EFQ-36662

ONCE-OFF SUPPLY AND DELIVERY OF CONDITION ASSESSMENT SYSTEMS TO ISANDO DEPOT.

FOR DELIVERY TO:	ISANDO DEPOT
ISSUE DATE:	04 NOVEMBER 2021
CLOSING DATE:	18 NOVEMBER 2021
CLOSING TIME:	10:00 AM
VALIDITY DATE:	30 JUNE 2022

IMPORTANT NOTE TO THE BIDDER

IN INSTANCES WHERE THE BIDDER IS NOT THE MANUFACTURER, THE FOLLOWING IS REQUIRED.

A MEMORANDUM OF UNDERSTANDING/AUTHORIZATION LETTER ON THE MANUFACTURERS LETTERHEAD

- **STATE THE BIDDERS COMPANY NAME**
- **BE SIGNED BY BOTH THE MANUFACTURER AND BIDDER**
- **BE DATED BY BOTH THE MANUFACTURER AND BIDDER**
- **QUOTE THE RFQ NUMBER**
- **QUOTE THE ITEMS TO BE SUPPLIED**
- **WRITTEN CONFIRMATION FROM TRANSNET FREIGHT RAIL (TFR) THAT THE MANUFACTURERS PRODUCTS WERE PREVIOUSLY TESTED AND APPROVED BY TFR**

OR

IN INSTANCES WHERE THE BIDDER IS THE MANUFACTURER THE FOLLOWING IS REQUIRED.

- **A CONFIRMATION LETTER SHALL ON THE MANUFACTURERS LETTERHEAD**
- **CONFIRMING THAT THE BIDDER IS THE MANUFACTURER OF THE ITEMS**
- **BE SIGNED BY THE MANUFACTURER**
- **BE DATED BY THE MANUFACTURER**
- **QUOTE THE RFQ NUMBER**
- **QUOTE THE ITEMS TO BE SUPPLIED**
- **WRITTEN CONFIRMATION FROM TRANSNET FREIGHT RAIL (TFR) THAT THE MANUFACTURERS PRODUCTS WERE PREVIOUSLY TESTED AND APPROVED BY TFR**

FAILURE TO ADHERE TO THE ABOVE WILL RESULT IN DISQUALIFICATION



SECTION 1: SBD1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET FREIGHT RAIL, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	CRAC-EFQ-36662	ISSUE DATE:	04 NOVEMBER 2021	CLOSING DATE:	18 NOVEMBER 2021	CLOSING TIME:	10H00 AM
DESCRIPTION	ONCE-OFF SUPPLY AND DELIVER OF CONDITION ASSESSMENT SYSTEMS TO ISANDO DEPOT.						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
RECEPTION, TENDER ADVICE CENTER							
INYANDA HOUSE 1, GROUND FLOOR							
21 WELLINGTON ROAD, PARKTOWN							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	WILLIAM MERE			CONTACT PERSON			
TELEPHONE NUMBER	(011) 584 1426			TELEPHONE NUMBER			
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER			
E-MAIL ADDRESS	WILLIAM.MERE@TRANSNET.NET			E-MAIL ADDRESS			
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.			

PART B TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE: _____

SECTION 2: NOTICE TO BIDDERS

1 Responses to RFQ

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

2 Communication

2.1 Specific queries relating to this RFQ before the closing date of the RFQ should be submitted to **William Mere** before **12:00 pm on 12TH November 2021**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.

2.2 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.

2.3 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

2.4 Respondents may also, at any time after the closing date of the RFQ, communicate with the Secretariat of the Transnet Acquisition Council on any matter relating to its RFQ response:

Telephone (011) 584 0821

Email: prudence.nkabinde@transnet.net

3 Legal Compliance

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

4 Employment Equity Act

Respondents must comply with the requirements of the Employment Equity Act 55 of 1998 applicable to it including (but not limited to) Section 53 of the Employment Equity Act.

5 Changes to Quotations

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

6 Binding Offer

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

7 Disclaimers

7.1 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. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / services which are reflected in the scope of this RFQ;



- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- cancel the quotation process;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price, even after they have been issued with a Letter of Regret.



8 Specification/Scope of Work

ANNEXURE: A

Transnet Freight Rail would like to invite Bidders to provide proposals for the Supply and Deliver of Condition Assessment Systems at Isando Depot for a period of One (01) Month Once-off.

TECHNICAL SPECIFICATION

BBB0493 Version 6

1 SCOPE

1.1 Identification

Hot Bearing Evaluator and Detector System (HBEDS)

1.2 System overview

The Hot Bearing Evaluator and Detector System shall measure the temperature of the wheel bearings on passing trains. These measurements shall be compared against pre-set alarm levels. If a measurement is evaluated to be above the alarm limits the system shall raise an alarm via the communication channels. The system shall also gather information on the bearing temperatures for statistical analysis and trending studies and communicate this via the communication channels.

1.3 Document overview

This document specifies the functional and interface requirements of a Hot Bearing Evaluator and Detector System (HBEDS) for Transnet Freight Rail.

2 APPLICABLE DOCUMENTS

2.1 Integrated documents

The following specifications, standards and drawings of the exact issue shown form a part of this specification to the extent shown herein. In the event of conflict between the referenced document and this specification, the contents of this specification shall be considered a superseding requirement.

CSE 1154-001 CAT-E48 (Latest issue)	Environmental specification of SPOORNET railway signalling systems.
CSE 1159-001 CAT X48 (Latest issue)	Standard specification for documentation for signals equipment
-	SPOORNET Rolling stock catalogue
-	SPOORNET Permanent Way Instructions
BBB1715	Non-vital Train Presence Detector (TeePee)



3 REQUIREMENTS

3.1 System definition

The HBEDS shall consist of all the necessary track side components to measure the temperatures on all the bearings of a passing train and communicate the bearing data and alarm information to the identified personnel and systems. (See context diagram)

3.2 Context diagram

See Figure 1 in the appendix: Context Diagram

3.3 Interface Definitions

3.3.1 HBEDS to Integrated Train Condition Monitoring System (ITCMS) interface

3.3.1.1 The interface to the ITCMS shall consist of two communication channels, a primary and a secondary channel to connect the HBEDS to the ITCMS.

3.3.1.2 The primary channel shall be 100BASE-TX Ethernet over CAT5 UTP terminated with RJ-45 connectors and the secondary channel shall be serial communication channel (FIA/TIA-232-E).



BBB0493 Version 6

3.3.1.3 The secondary communication channel shall be invoked (when configured) upon failure of the primary communication channel to connect to the ITCMS.

3.3.1.4 Transnet Freight Rail shall provide one or more of the following telecommunications channels:

3.3.1.4.1 10BASE-T Ethernet (or better) over CAT5 UTP terminated with RJ-45 connectors employing TCP/IP.

3.3.1.4.2 Direct cable connection (FIA/TIA-232-E).

3.3.1.4.3 Radio modems (10BASE-T Ethernet (or better)).

3.3.1.4.4 Radio modems (FIA/TIA-232-E).

3.3.1.4.5 GPRS Cellular Telephone Network modems.

3.3.1.5 The HBEDS shall make provision for the following protocols:

3.3.1.5.1 FIA/TIA-232-E standard. Baudrate, number of data bits, stop and start bits shall be configurable to interface with the equipment.

- The baud rate selection shall include 1200, 2400, 4800, 9600, 19200, 38400, 57600 and 115200.
- The data bits selection shall include 7, 8 bits.
- The stop bit selection shall include 1, 1.5, 2 bits.
- The parity bit selection shall include None, Odd, Even, Mark, Space.
- The flow control selection shall include "Xon / Xoff", "Hardware", "None".

3.3.1.5.2 GPRS Cellular Telephone Network with GPRS modems. The interface shall have the capability to interface with the GPRS modems by using Hayes compatible AT commands to control the modems.

3.3.1.5.3 The radio interface shall have the capability to interface with radio modems with FIA/TIA-232-E interface or Ethernet 10/100 network employing TCP/IP and allow for the times to establish reception and transmission.

3.3.1.5.4 Ethernet 10/100 network employing TCP/IP.

3.3.1.5.5 The HBEDS shall switch over to the secondary communication channel in the event of primary communication channel failure. This function shall be configurable. The HBEDS shall initiate the communication to the ITCMS. The messages and protocol shall change to match the secondary channel.

3.3.1.5.6 The HBEDS shall continuously check the primary channel, when in secondary mode to revert back when communications is re-established on the primary channel.

3.3.1.5.7 The HBEDS shall accommodate a message containing self-check configuration parameters from the ITCMS to the HBEDS. The message can include the following configuration options:

- Execute the self-check after the passage of the train.
- Execute the self-check after a certain period of time has elapsed. The duration between self-checks shall be configurable.
- A combination of the above

3.3.1.5.8 The interface shall accommodate a message from the ITCMS to the HBEDS requesting a self-check. The message shall at least contain the following information:

- Site Identification to identify the unit.
- Self-check request identifier.



BBB0493 Version 6

3.3.1.5.9 The interface shall accommodate a message from the HBEDS to the ITCMS acknowledging that the self-check message has been received. The message shall at least contain the following information:

- Site Identification to identify the unit.
- Acknowledgement identifier.
- System Status. (Self-check in progress, System acquiring train information, System Idle)

3.3.1.5.10 The interface shall accommodate a message from the HBEDS to the ITCMS to transfer hot bearing alarm information. The message shall at least contain the following information:

- Message Identifier
- Site Identification to identify the unit.
- Alarm sequence number
- Train Number, if available. If this information is not available the field shall be updated with a unique identifier.
- Total number of vehicles on the train.
- Alarm Time
- Vehicle position in the train from the front (in the direction of train travel).
- Axle number on the train from the front (in the direction of train travel)
- Axle number on the vehicle from the front (in the direction of train travel)
- Vehicle numbers if HBEDS is fitted with a tag reader or vehicle numbers are available on site from the FCS.
- Side of the vehicle where the alarm occurred with reference in the direction of train travel.
- Direction of travel
- Type of alarm (Absolute Alarm Level, Differential Alarm Level, Average Deviation Alarm Level)
- Alarm level used for generating the alarm for the particular alarm type.
- Measured value



3.3.1.5.11 The interface shall accommodate a message from the ITCMS to the HBEDS acknowledging the successful transfer of hot bearing alarm information. The message shall also inform the HBEDS if the transfer was not successful. The message shall at least contain the following information:

- Site Identification to identify the unit.
- Acknowledgement identifier
- Result of the transfer

3.3.1.5.12 The interface shall accommodate a message from the HBEDS to the ITCMS to transfer the train condition information. The message shall at least contain the following information:

- Message Identifier.
 - Site Identification to identify the unit
 - Date and time of the passage of the train.
 - Train Number, if available. If this information is not available the field shall be updated with a unique identifier.
 - Direction of travel.
 - Run in speed of the train
 - Run out speed of train
 - The outdoor ambient temperature.
 - Number of axles on the train.
 - Number of vehicles on the train.
 - Length of the train in metres.
 - Speed of each vehicle
 - An entry for each axle containing the following information:
 - Axle sequence number on the train from the front (in the direction of train travel).
 - The axle number from the absolute front of the vehicle if the HBEDS fitted with a tag reader
-



BBB0493 Version 6

- Vehicle sequence number on the train from the front (in the direction of train travel)
- Vehicle numbers if HBEDS is fitted with a tag reader or vehicle numbers are available on site from the FCS.
- Vehicle Type
- Axle sequence number on the vehicle (in the direction of train travel).
- Temperature value for each measurement point on side one of the train in degrees Celsius.
- Temperature value for each measurement point on side two of the train in degrees Celsius.
- Speed of each axle in km/h.
- Distance to the next axle in millimetres

3.3.1.5.13 The interface shall accommodate messages, which will allow for the transfer of the configuration parameters from the HBEDS to the ITCMS. The messages shall at least contain the following information:

- Site Identification to identify the unit.
- Configuration parameter Identifier.
- Configuration values.

3.3.1.5.14 The interface shall accommodate messages, which will allow for the transfer of the configuration parameters from the ITCMS to the HBEDS. The messages shall at least contain the following information:

- Site Identification to identify the unit.
- Configuration parameter Identifier.
- Configuration values.

3.3.1.5.15 The interface shall accommodate a time synchronisation message from the ITCMS to the HBEDS.

3.3.1.5.16 The interface shall have sufficient error detection and correction algorithms to ensure data integrity.



3.3.2 HBEDS to Maintenance technician interface

- 3.3.2.1** This interface allows technicians to access the train condition information, train alarm information and configuration parameters at the HBEDS site. The interface also provides facilities to assist with maintenance activities, for example system self-checks and diagnostics.
- 3.3.2.2** All the hardware, software and firmware needed for the functioning of the maintenance technicians interface shall be delivered as part of this specification, complete with documentation as per specification CSE-1159-001 CAT X48 and per par. 7.2 of this document.
- 3.3.2.3** The HBEDS shall accommodate a means of configuring self-check configuration parameters. The self-check configuration parameter options shall include the following:
- Execute the self-check after the passage of the train.
 - Execute the self-check after a certain period of time has elapsed. The duration between self-checks shall be configurable.
 - A combination of the above.
- 3.3.2.4** Access to the interface shall be password protected and the technician shall be able to change the password. The passwords shall be stored in an encrypted form.
- 3.3.2.5** The interface shall accommodate a message from the maintenance technician to the HBEDS requesting a self-check on the system.
- 3.3.2.6** The interface shall accommodate a message from the HBEDS to the maintenance technician informing that a self-check is in progress. The message shall contain at least the system status information, i.e. Self-check in progress, system acquiring train information etc.
-

BBB0493 Version 6

- 3.3.2.7** The interface shall accommodate a message from the HBEDS to the maintenance technician informing the results of the Self-Checks.
- 3.3.2.8** The interface shall accommodate a message from the maintenance technician to the HBEDS allowing modification of configuration parameters in the HBEDS. The message shall at least contain the following information:
- Configuration parameter to be modified.
 - Parameter value.
- 3.3.2.9** The interface shall accommodate a message for the transfer of hot bearing alarm information from the HBEDS to the maintenance technician. The reply message shall contain data as per par.3.3.1.5,10
- 3.3.2.10** The interface shall accommodate a message to transfer the train condition information from the HBEDS to the maintenance technician. The reply message shall contain data as per par.3.3.1.5,12
- 3.3.2.11** The interface shall make provision for the entering, editing and deleting of vehicle axle patterns stored in the HBEDS.

3.3.3 HBEDS to Train presence detector interface

- 3.3.3.1** Transnet Freight Rail employs equipment at measurement sites to determine if a train is present at the measurement site (TeePee). This information shall also be available to the HBEDS if needed.
- 3.3.3.2** The interface shall be a voltage free contact open when a train is not present and closed when a train is present within at least 10 meters and not more than 20 meters from the measurement point.



3.3.4 HBEDS to Train Interface

3.3.4.1 The HBEDS system shall interface to the train to determine train composition.

3.3.4.2 The system shall identify the vehicle type for all vehicles irrespective of their position in the train. If a vehicle cannot be identified it shall be marked accordingly. The different classifications are:

- Locomotive.
- Wagon.
- Unidentified vehicle.

3.3.4.3 Vehicle wheel patterns of vehicles used by Transnet Freight Rail are available as reference to identify vehicle types (SPOORNET Rolling stock catalogue).

3.3.4.4 The train length can be from a single vehicle to train lengths of more than 400 vehicles.

3.3.4.5 The HBEDS shall generate and send an alarm message to the ITCMS if the HBEDS encounter a train that consists of more than the systems capability.

3.3.4.6 Locomotives can be situated anywhere in the train consist.

3.3.4.7 The train speed can vary from 0km/h to 150km/h over the measurement site.

3.3.4.8 Train movements at a measurement site can be bi-directional.

3.3.4.9 A train can stop and change direction on the measurement site.

3.3.4.10 The HBEDS shall be able to accommodate train acceleration / deceleration over the measurement site.



BBB0493 Version 6

3.3.4.11 Wheel sensors installed on the rail shall be congruent with Transnet Freight Rail signalling system, railway environment and rolling stock wheel profiles.

3.3.5 HBEDS to Infrastructure interface

3.3.5.1 The HBEDS system shall interface to the existing infrastructure of Transnet Freight Rail.

3.3.5.2 The electrical supply voltage shall be 220V \pm 20% at 50 Hz.

3.3.5.3 One or more of the following telecommunications channels shall be provided:

3.3.5.3.1 10BASE-T Ethernet (or better) telecommunications equipment

3.3.5.3.2 GSM network

3.3.5.3.3 Radio communication equipment

3.3.5.3.4 FIA/TIA-232-E Telecommunications equipment.

3.3.5.4 The system shall be suitable for operation in 3-kilovolt DC traction, 25-kilovolt AC traction, and 50 kilovolt AC traction areas as well as the contamination caused by diesel locomotives and spillage from commodities transported by train.

3.3.6 HBEDS to Vehicle bearing interface

3.3.6.1 The HBEDS system shall interface to the bearings on the vehicle to determine the bearing temperature.

3.3.6.2 The position of the centre line of different types of roller bearings in relation to the rail is shown in Figure 3 for all the roller bearings used by Transnet Freight Rail. The surface area to be measured on the roller and friction bearing is indicated in Figure 4. The geometry of the track relative to the roller bearings is shown in Figure 5.

3.3.6.3 The train's lateral movement can be up to 98 millimetres relative to the rail.

3.3.6.4 Some of the bogie types employed in Transnet Freight Rail might obscure the effective measurement area of the bearing, especially if the measurement is made at an angle to the vertical centre line. See par 2.1 "Applicable documents".

3.3.6.5 The bearings temperature can be between ambient temperature and 1000 Degrees Celsius.

4 TRANSNET FREIGHT RAIL SUPPLIED PROPERTY LIST

- Measurement sites: Transnet Freight Rail shall determine the sites for the installation of HBEDS.
- Electricity supplies shall be provided by Transnet Freight Rail at every site where it is required.

5 TRANSNET FREIGHT RAIL LOANED PROPERTY LIST

Not applicable.

6 SYSTEM CHARACTERISTICS

6.1 Performance characteristics.

6.1.1 Configure the HBEDS

6.1.1.1 The HBEDS shall be configured with a local MMI system.

BBB0493 Version 6

6.1.1.2 The HBEDS shall be configured with the applicable alarm levels, communication channels selected and all the relevant settings needed to successfully communicate to the ITCMS.

6.1.1.3 The HBEDS shall keep configuration parameters in a non-volatile storage medium.

6.1.1.4 In the event of a power failure the HBEDS shall start up using the stored parameters.

6.1.1.5 The HBEDS shall be able to recover and be fully operational after a power failure.

6.1.1.6 It shall be possible to configure the HBEDS remotely by the ITCMS.

6.1.1.7 The configuration parameters can be modified by the system itself due to changes in the operational environment, or by the maintenance technician with manual intervention.

6.1.1.8 The HBEDS shall automatically store and communicate modified system configuration parameters to the ITCMS.

6.1.1.9 Access to configuration parameters shall be password protected and all stored passwords shall be encrypted.

6.1.2 Initialise the HBEDS

The HBEDS shall use the configuration data initialising the system to be in a ready state for operation.

6.1.3 Detect Train

6.1.3.1 The HBEDS shall detect the presence of a train in time to be ready for measurements.

6.1.3.2 The following two failure modes can occur if a TeePee is used:

- The input fails to inform the system that a train is present.
- The input fails to inform the system that a train has passed.

6.1.3.3 The HBEDS shall detect the first failure mode when wheel pulses for at least two axles are detected but no "TRAIN PRESENT" signal is received on the "Train Presence" input.



6.1.3.4 The HBEDS shall detect the second failure mode when a configurable time (e.g. 12 hours) has passed without the "TRAIN PRESENT" signal falling away on the "Train Presence" input.

6.1.3.5 The HBEDS shall also detect the second failure mode when more than a configurable number of wheels are detected without the "TRAIN PRESENT" signal falling away (e.g. two train lengths).

6.1.3.6 If one of the two faults occurs, the "TRAIN PRESENT" signal shall be ignored and a configurable time-out method for detecting the end of the train shall be used for all subsequent trains.

6.1.3.7 This method of working shall be used until the technician performed corrective maintenance and the TeePee operates correctly again.

6.1.3.8 This failure condition shall be communicated as a self-check failure.

6.1.3.9 This condition shall form part of all subsequent self-check reports, until it is reset.

6.1.4 Time Stamp

The HBEDS shall time stamp the train detection event. The time stamp shall be date and time with the time resolution in ddmmyyy hh:mm:ss.

6.1.5 Detect Wheels

The HBEDS shall detect the wheels of passing vehicles to count axles and to determine the position of the bearings in relation to the measurement equipment.

6.1.6 Determine Speeds

6.1.6.1 The HBEDS shall determine the run-in, run out, and average speed of the train and the speed for each vehicle.

6.1.6.2 The speed shall be measured within an accuracy of 2% and rounded to a resolution of 1 km/h.

6.1.7 Determine Train Direction

6.1.7.1 The HBEDS shall determine the direction of travel of the passing train for each axle.

6.1.7.2 The direction shall be stored for inclusion into the train condition information.

6.1.8 Count Axles

6.1.8.1 The HBEDS shall count all axles on the train.

6.1.8.2 The total axle count of the train shall be independent of the direction of travel.

6.1.8.3 Axles shall be sequentially numbered from the front of the train, starting at axle one.

6.1.9 Detect Axles Missed

6.1.9.1 The HBEDS shall detect missed axles and record the positions where the missed axle has occurred.

6.1.9.2 The miscount rate shall be better than one axle in five million axles processed.

6.1.9.3 The HBEDS shall generate an error message reporting to the ITCMS that miscounting occurred and the position in the train consist of the miscount(s).

6.1.10 Recover from Axles Missed

6.1.10.1 In the case of an axle missed the HBEDS shall recover and continue to obtain the correct footprints for the remaining vehicles.

6.1.10.2 The HBEDS shall still be able to correctly allocate, measure bearings and generate alarms after axle detection has failed.

6.1.11 Determine Axle Distances

6.1.11.1 The HBEDS shall determine the distances between the successive axles.

6.1.11.2 The distances shall be accurate to plus minus 50 millimetres and rounded to a resolution of 10 millimetres.

6.1.12 Measure Bearing Temperatures

6.1.12.1 The HBEDS shall measure the temperature of all the bearings on passing trains with an accuracy of ± 3.5 degrees Celsius.

6.1.12.2 The measurement shall be presented in degrees Celsius.

6.1.12.3 The ambient temperature shall not influence the bearing temperature measurements adversely.



BBB0493 Version 6

6.1.12.4 The HBEDS shall obtain and process temperature measurements for each bearing on the train within the following constraints:

- Irrespective of the direction of travel.
- For train speeds from 0 km/h to 150 km/h.
- Irrespective of train acceleration or deceleration up to 2m/s².
- Changes in train direction whilst the train is still detected on site.

6.1.12.5 The measurement result shall be immune to the train's lateral movement and vertical movement as described in the "HBEDS to Vehicle Bearing Interface" paragraph, par.3.3.6.

6.1.13 Store Temperature Measurements

The HBEDS shall store bearing temperature measurements in a non-volatile format.

6.1.14 Compile Train Consist

The HBEDS shall compile a train consist using the wheel patterns as per par.3.3.4.

6.1.15 Identify Vehicle Types

6.1.15.1 The HBEDS shall identify the vehicle type for all vehicles irrespective of their position in the train.

6.1.15.2 A vehicle type that cannot be identified shall be marked accordingly. The different classifications are described in the interface paragraph "Train interface", par.3.3.4

6.1.15.3 The vehicle types shall be determined by the measured footprints of the vehicles.

6.1.16 Identify Bearing Types

6.1.16.1 The system shall identify the bearing type of each axle passing the measurement site.

6.1.16.2 Classification shall be either a "roller" bearing or a "friction" bearing.

6.1.16.3 A bearing type that cannot be identified shall be indicated as "unknown".

6.1.16.4 The classification of the bearing type can be done using the average running temperature of the two bearing types. In the case of a friction bearing the average running temperature is 40 degrees Celsius and for the roller bearing this value is 75 degrees Celsius at an ambient temperature of 25 Degrees Celsius.

6.1.16.5 The average running temperature of the different bearing types shall be configurable.

6.1.17 Generate Alarms

Alarms shall be generated as follows:

6.1.17.1 Absolute alarm level - The measured value of the bearing is compared against the absolute alarm value. An alarm is generated when the measured value reaches the configured absolute alarm value.

6.1.17.2 Differential alarm level - The measured value of the left bearing is compared against the measured value of the right bearing. An alarm is generated when the difference between the two measured values exceeds the configured differential alarm value.

6.1.17.3 Average Deviation Alarm Level - The measured value of each bearing is compared against the average of all the bearings on the train. An alarm is raised when the difference between the measured value and the average value exceeds the configured average deviation alarm value.

6.1.17.4 The HBEDS shall not generate hot bearing alarms if it detects heat sources other than the target area of the bearing.



BBB0493 Version 6

6.1.18 Combine Alarms & Conditions with Train Consist

The HBEDS shall link the alarms and measurements with the correct vehicles in the train consist.

6.1.19 Store Bearing Information

6.1.19.1 The HBEDS shall store alarm and bearing measurement information.

6.1.19.2 The information shall be as per par 3.3.1.5.10 and par 3.3.2.11 per alarm.

6.1.19.3 The system shall store train condition information and hot bearing alarm information in non-volatile memory.

6.1.19.4 The HBEDS shall make provision to store information for a configurable amount of trains up to a 1000 trains. The principle of a "ring buffer" shall be used to store and replace data.

6.1.20 Receive Self check Request

The system shall be able to receive self-check request messages from the ITCMS and the maintenance technician interface. Possible self-check requests shall include:

- ♦ Execute the self-check after the passage of the train.
- ♦ Execute the self-check after a certain period of time has elapsed. The duration between self-checks shall be configurable.
- ♦ A combination of the above.



BBB0493 Version 6

6.1.21 Perform Self Checks

6.1.21.1 The system shall be able to process a self-check request on all critical components needed to successfully detect and communicate a hot bearing alarm to the ITCMS.

6.1.21.2 The request can be generated automatically in accordance with the self-check configuration settings, or on request from the ITCMS or the maintenance technician interface. Refer to paragraph 3.3.1 "HBEDS to ITCMS interface" and paragraph 3.3.2 "HBEDS to maintenance technician interface".

6.1.21.3 Sufficient self-checks to verify the functionality of the system shall be utilised. The self-check shall include at least the following critical functions:

- All temperature measurements
- Wheel detection
- Train present detection
- Integrity tests (e.g. hot bearing alarm detection, measurement accuracy)

6.1.21.4 If the HBEDS detects the presence of a train while performing a self-check the system shall abort the test if necessary and give priority in measuring the train.

6.1.21.5 The HBEDS shall communicate to the self-check requestor that the self-check has been aborted due to the presence of the train.

6.1.22 Generate Self Check Messages

6.1.22.1 The system shall record and communicate the self-check results on the interface that requested the self-check. The message shall contain at least the following information:

- Site Identification to identify the unit.
- Date and Time when the self-check was executed.
- The result of the self-check.
- The equipment that has failed the self-check.

6.1.23 Receive Time Synchronisation

The HBEDS shall be able to receive time synchronisation messages from the ITCMS. See par.3.3.1.5.15.

6.1.24 Perform Time Synchronisation

The HBEDS shall update all HBEDS subsystems immediately with the latest time received from the ITCMS.

6.1.25 Communicate with ITCMS

6.1.25.1 The HBEDS shall transmit and receive information to/from the ITCMS as described in the interface paragraph par 3.3.1 "HBEDS to Train Condition Monitoring System (ITCMS) interface"

6.1.25.2 The hot bearing alarms and bearing temperatures shall be communicated to the ITCMS. Hot bearing alarms shall be immediately communicated after completion of the analysis on the measurement results.

6.1.25.3 After all alarm messages have been communicated, the HBEDS shall communicate the train condition information to the ITCMS.

6.1.25.4 Absolute alarms shall be communicated to the ITCMS in real time. All other alarms shall be communicated in no more than 30 seconds after the last axle has left the measurement site.

6.1.25.5 In the event of a train stopping on the detector site, the train shall be processed to identify

BBB0493 Version 6

any hot bearing alarms for all the vehicles that have passed the measurement point.

6.1.25.6 All system failures and conditions that are not included as part of self-checks shall be communicated to the ITCMS.

6.1.26 Detect Primary Channel Communication Loss

The HBEDS shall continuously monitor for communications on the primary telecommunications channel.

6.1.27 Change to secondary telecommunications channel

6.1.27.1 The HBEDS shall change to the secondary telecommunications channel if the primary telecommunications channel fails subjected to configuration parameters.

6.1.27.2 The HBEDS shall change back to the primary channel if it could not establish communications in the configured time on the secondary channel.

6.1.27.3 The HBEDS shall change back automatically to the primary telecommunications channel when communications is re-established.

6.1.27.4 The HBEDS shall employ a "hunting" process to maintain communications.

6.2 Physical characteristics

6.2.1 The system excluding track-mounted equipment shall be installed in a relay room or equipment container.

6.2.2 The equipment in the container or room of the HBEDS shall not exceed 1 metre deep by 1.5 metres wide by 2 metres high.

6.2.3 The HBEDS shall be a fixed installation in a suitable rack or cabinet.

6.2.4 The rack or cabinet shall have lockable castors.

6.2.5 The rack or cabinet shall be accessible from the front and back with hinged doors.

6.2.6 The rack or cabinet shall have sufficient fans and ventilation for cooling.

6.2.7 All track mounted equipment and trackside equipment shall be clear of the minimum structure gauge as defined in the Permanent Way Instruction manual.

6.2.8 All equipment mounted on the sleepers or attached to the rail shall be lower than 100mm from crown height without infringing with rail infrastructure for example removing ballast.

6.2.9 Effective deflector plates shall be installed to protect rail mount components from dragging equipment.

6.2.10 The HBEDS shall have sufficient serial ports to accommodate all the serial-based interfaces.

6.2.11 Rail mount equipment shall be protected sufficiently against the overhang of wheels from road-type vehicles travelling on the rails.

6.3 System availability factors

- 6.3.1 Mean time between failures for any electronic sub-system shall not be less than 12 months.
- 6.3.2 The system shall provide test points to measure the various input and output signals from each subsystem using external measurement instruments.
- 6.3.3 The system shall provide sufficient diagnostic outputs to aid the maintenance technician with corrective maintenance.
- 6.3.4 The design shall include features to reduce dust build-up and routine maintenance to a minimum. The mounting of the unit shall be such that it facilitates easy set-up and alignment. Resetting and realignment shall be reduced to the absolute minimum.

6.4 Environmental conditions

- 6.4.1 All equipment shall comply with the relevant sections of Infrastructure (Signals) standard specification no. CSE-1154-001 CAT E48 as applicable to both coastal and inland areas.
- 6.4.2 Track-mounted, trackside and train-mounted equipment shall operate in ambient temperatures varying from -15 to 50 degrees Celsius, with humidity ranging from 0 to 95% non-condensing. The thermal design of the system shall be such that the increased temperature experienced by system components caused by system packaging and exposure to direct sun light, shall not influence the operation and reliability of the system.
- 6.4.3 All track-mounted, track side and office equipment shall have comprehensive lightning protection to enable the equipment to withstand, without damage or loss of functionality, severe lightning activity, except for a direct hit. The lightning protection shall comply with the relevant sections of Infrastructure (Signals) standard specification no. CSE-1154-001 CAT E48.
- 6.4.4 Track-mounted, trackside and train-mounted equipment shall not be adversely affected by exposure to full sunlight, rain, snow, hail or dust.
- 6.4.5 Track-mounted, track side and train-mounted equipment shall be resistant to spillage from bulk loads commonly found in the railway environment, e.g. coal, lime, sulphur, petroleum products and salts.
- 6.4.6 Track-mounted, trackside and train-mounted equipment shall be resistant to vandalism, flying ballast stones and equipment dragging from the train.
- 6.4.7 All track-mounted and trackside equipment shall be capable of withstanding, without damage or loss of functionality, the vibration experienced with the passage of a train. Vibration resistance shall comply with the relevant sections of Infrastructure (Signals) standard specification no. CSE-1154-001 CAT E48.
- 6.4.8 Electromagnetic susceptibility and radiation limits of the system and all its components shall comply with Infrastructure (Signals) standard specification no. CSE-1154-001 CAT E48.

6.5 Portability

- 6.5.1 All spare replacement modules shall be small enough to be handled by one technician.
- 6.5.2 Special packaging that is required for any module in this environment shall be supplied as part of the system.

6.6 Transportability

- 6.6.1 All spare replacement modules shall be small enough so that it can be transported to site in the boot of a car or on the back of a one ton truck ("bakkie") with a canopy on a service road.
 - 6.6.2 Special packaging that is required for any module in this environment shall be supplied as part of the
-

system.

6.7 Fail-safety requirements

6.7.1 Although the system is not viewed as a fail-safe system, the mission of the system is critical in the operations of Transnet Freight Rail.

6.7.2 A Failure Mode Effects and Criticality Analysis down to sub-system level shall be supplied.

6.8 Flexibility and expansion

Not applicable

7 GENERAL REQUIREMENTS

7.1 Design and construction

7.1.1 Nameplates and markings

All hardware shall be equipped with durable manufacturer's nameplates bearing at least unit identification, the manufacturer's name, date of manufacture, a serial number, revision number with the current revision status marked, operating voltage and power requirements.

7.1.2 Materials, processes and parts

7.1.2.1 All materials used in the system shall be at least industrial grade.

7.1.2.2 Where possible, materials used shall be SABS approved.

7.1.2.3 Parts shall be supplied with a certificate of origin.

7.1.2.4 All parts shall be available from two independent manufacturers for at least ten years.

7.1.2.5 For critical parts where a second manufacturer cannot be found, stock to allow for production and maintenance for ten years shall be purchased.



7.1.2.6 All dimensions and bolt and nut sizes shall use the Metric standard.

7.1.3 Reliability

This paragraph is only relevant to systems that have not been approved by Transnet Freight Rail.

7.1.3.1 Mean time between failures for any electronic sub-system shall not be less than 12 months.
The contractor shall provide data, which proves these figures.

7.1.3.2 Mean time to replace a faulty module shall be less than 30 minutes (actual working time only).

7.1.4 Workmanship

Suitably skilled personnel shall do installation and commissioning.

7.1.5 Interchangability

Not Applicable.

7.1.6 Safety

7.1.6.1 All work shall be conducted within the regulations stipulated in Act 85 of 1993 (Occupational Safety Act) or the latest revision.

BBB0493 Version 6

7.1.6.2 All trackside work shall be done in accordance with safety procedures laid down by the by Maintenance manager.

7.2 Documentation

This paragraph is only relevant to systems that have not been approved by Transnet Freight Rail. Documents of approved systems that have changed as well as "as built" documents, shall be delivered and maintenance manuals per site.

7.2.1 The system and its components shall be fully documented in English in compliance with Infrastructure (Signals) standard specification no. CSE-1159-001.

7.2.2 The list of documents that shall be supplied and their contents is described in Standard Specification CSE-1159-001 Category X48.

7.2.3 The technical documentation shall contain all the relevant information of the interfaces to the system in addition to the requirements of standard specification no. CSE-1159-001,

7.2.4 The documentation shall include a full description of the hardware, protocols and message contents used on all interfaces.

7.2.5 The documentation shall be adequate to enable the technical staff of Transnet Freight Rail to be able to interface with the system for purposes of upgrading the HBEDS, extraction of information or integration into existing infrastructure systems.

7.2.6 All decision models to determine alarms and bearing types shall be fully documented and supplied to TFR.

7.2.7 "As Built" set of drawings shall be delivered for each installed HBEDS site.

7.2.8 All documentations and software shall be delivered on CD to TFR apart from the hard copies as prescribed in Standard Specification CSE-1159-001 Category X48.



7.2.9 A functional product specification derived from the functionality in this specification as well as the allocation of the functions to the sub-systems shall be supplied to Spoornet. All future functional changes shall be captured in this product specification before being implemented.

7.2.10 All printed manuals shall be delivered in high quality plastic covered 4 ring binders.

7.3 Logistics

7.3.1 Maintenance

This paragraph is only relevant to systems that have not been approved by Transnet Freight Rail.

7.3.1.1 Preventative maintenance shall be reduced to the minimum.

7.3.1.2 Any required preventative maintenance should be clearly defined in the maintenance documentation.

7.3.1.3 Preventative maintenance on track-mounted and trackside equipment shall not be required more than once in 3 months.

7.3.1.4 During preventative maintenance, any component on site shall not require more than 30 minutes of work, averaged over the whole installation for one maintenance cycle.

7.3.1.5 An Engineering Technician shall execute first line maintenance with specific training in the functional operation of the system at unit level.

7.3.1.6 An Engineering Technician shall execute second line maintenance with specific training in the operation of the system at component level.

7.3.1.7 All specialised measurement and alignment equipment shall be supplied with the system.



The measurement and alignment equipment shall be evaluated by TFR to determine their suitability.

7.3.1.8 All maintenance procedures shall be supplied with the system. The procedures shall be evaluated by TFR to determine their suitability

7.3.1.9 A toolbox equipped with all the necessary high quality hand tools necessary to maintain the HBEDS shall be provided if specified in the tender documents.

7.3.2 Supply

7.3.2.1 Procurement shall be through the standard TRANSNET procedures for the purchase of Railway Signalling Material.

7.3.2.2 The supplier shall guarantee continued local availability of all components of the system, as well as frequently used spares of the components, for a contractually specified period of at least 10 years.

7.3.2.3 The supplier shall guarantee delivery of replacement components or spares for faulty items within 4 weeks of placement of the order.

7.3.2.4 Components that are critical to the functioning of the system shall be available immediately.

7.3.2.5 A comprehensive "recovery" procedure with "ghost" disks where applicable, shall be delivered with each installed HBEDS to enable the TFR maintenance personnel to repair the HBEDS after a catastrophic failure, for example hard disk crashes.

7.4 Personnel and training

This paragraph is only relevant to systems that have not been approved by Transnet Freight Rail.

7.4.1 Personnel

7.4.1.1 Skilled technicians (T3 / S4) or semi-skilled maintainers will do first line maintenance. This staff will generally not be computer-literate.

7.4.1.2 Highly skilled electronics technicians will do second line maintenance. They will be computer literate.

7.4.1.3 Highly skilled electronics Technicians, Technologists or an Engineer will do third line backup. This staff will have a high level of computer literacy.

7.4.2 Training

7.4.2.1 The supplier shall provide theoretical and practical training in all aspects of operation of the system and first and second line maintenance to a core group of approximately 20 technicians and trainers. This training shall not exceed two weeks. This training shall only be provided if required in the relevant tender documents.

7.4.2.2 The supplier shall provide extensive theoretical and hands-on training covering the entire system to a group of third line technicians and/or technologists and/or engineers (not exceeding 10). This training shall not exceed one week. This training shall only be provided if required in the relevant tender documents.

7.4.2.3 The supplier shall submit all course material and syllabus for approval by Transnet Freight Rail prior to training taking place.

8 QUALITY ASSURANCE

8.1 Responsibility for tests



8.1.1 The contractors shall be responsible for the execution of the tests.

8.1.2 The minimum tests to be performed shall be those determined by mutual consent between Transnet Freight Rail and the contractor.

8.1.3 The responsibility for proving the test results shall reside with the contractor.

8.1.4 The contractor shall document the tests and test results in full.

8.1.5 All tests shall be observed and signed-off by the duly appointed representative of Transnet Freight Rail.

8.1.6 Any tests requiring the use of rolling stock shall be arranged by Transnet Freight Rail given sufficient notice by the contractor.

8.2 Tests and examinations

This paragraph is only relevant to systems that have not been approved by Transnet Freight Rail.

8.2.1 The tests shall be executed to test the functionality of the system using a holistic approach.

8.2.2 The tests shall trace the flow of information to and from the various subsystems to ensure the correctness of information throughout the system.

8.2.3 The tests shall firstly verify correct operation under normal conditions. The tests shall then be repeated using data with known fault content to verify the operation under fault conditions.

8.2.4 The test procedure shall be documented by the contractor in an ACCEPTANCE TEST PROCEDURE (ATP) document.

8.2.5 The ATP shall be presented to Transnet Freight Rail for approval before installation of the HBEDS.

8.2.6 The contractor shall make any changes to the ATP, deemed necessary by Transnet Freight Rail.

8.2.7 Once approved, this ATP together with the System Specification shall be used to determine system compliance during commissioning.

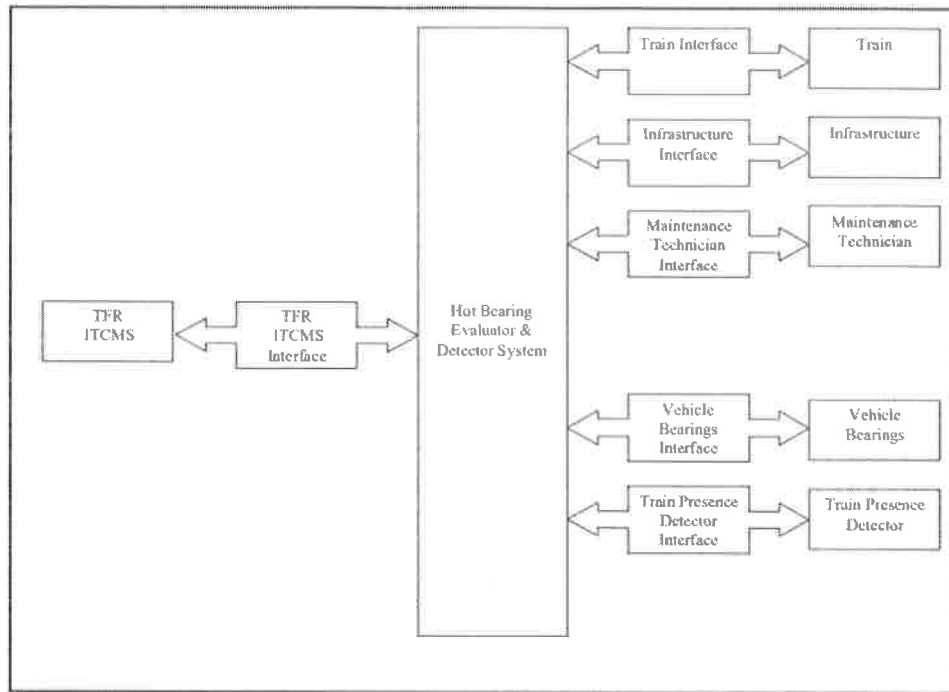


Figure 1: Context diagram

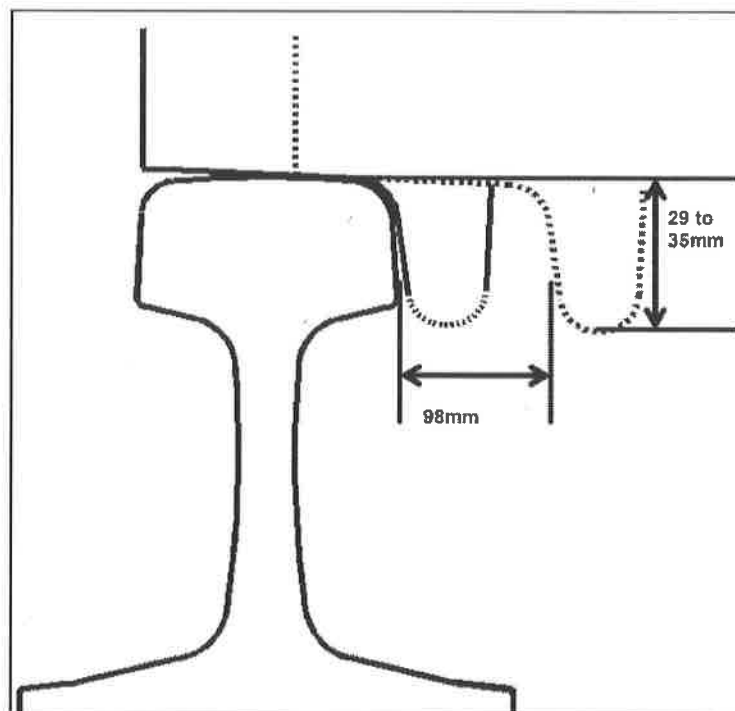


Figure 2: Maximum lateral wheel movement and flange depth.

BBB0493 Version 4

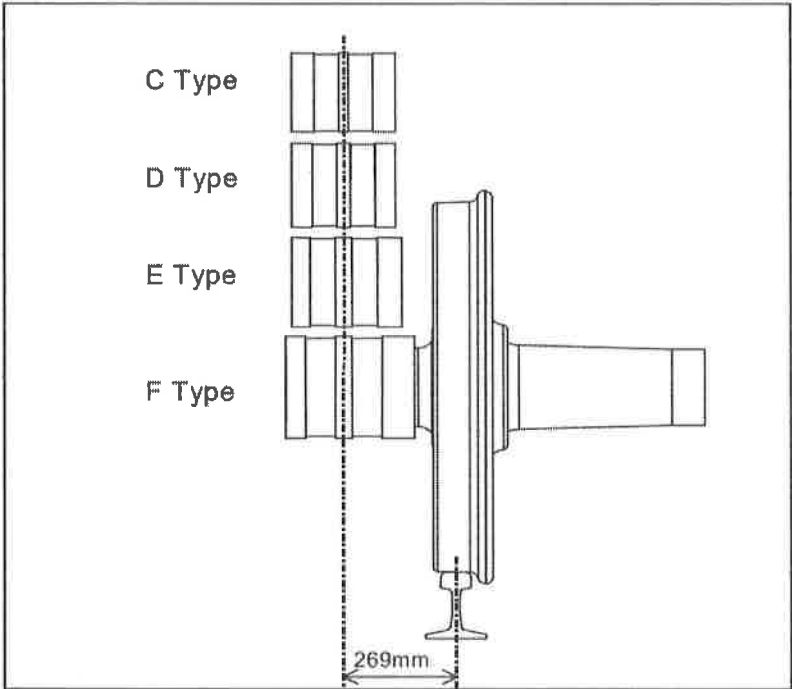


Figure 3: Position of the bearing centre lines for the different bearing types.

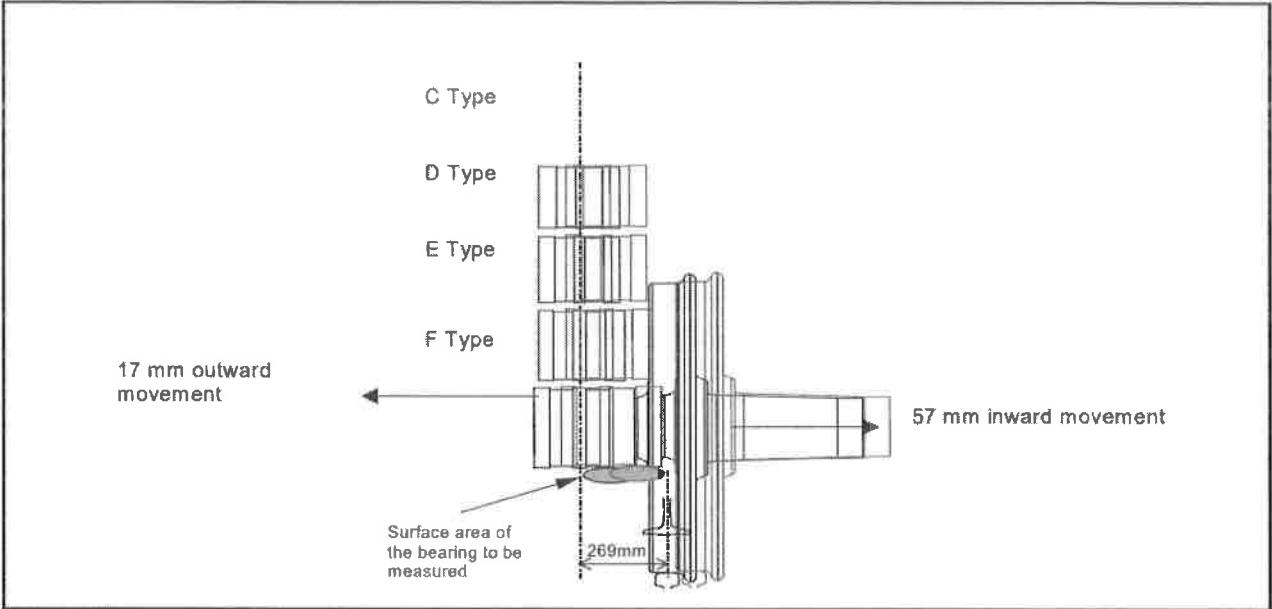


Figure 4: Measuring position on roller bearings, showing inward and outward lateral movement possible

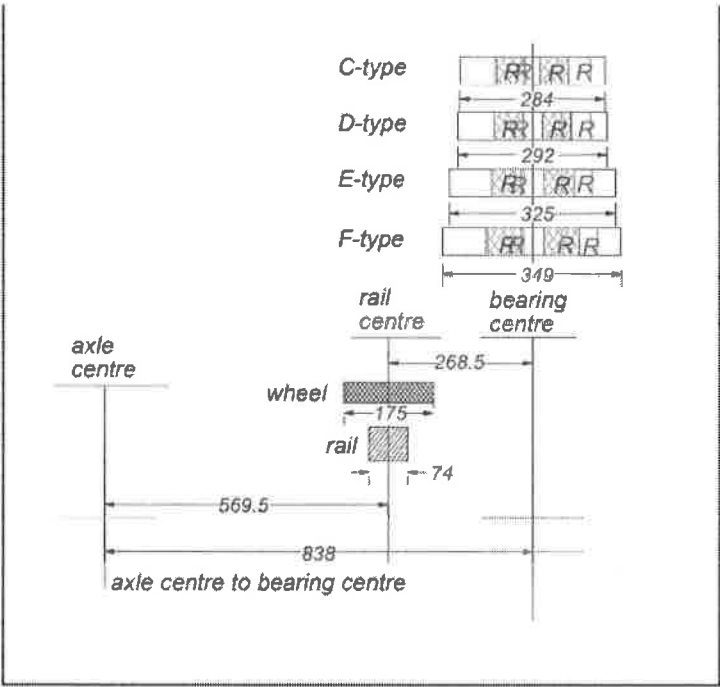


Figure 5: Measurement position for bearing types used by Transnet relative to rail geometry



BBB0493 Version 4

Glossary

CD	Compact Disk
GPRS	General Packet Radio Service
GSM	Global System for Mobile Communications
HBEDS	Hot Bearing Detector System
ITCMS	Integrated Train Condition Monitoring System
MMI	Man Machine Interface
OBCS	On-Board Computer System
TCP/IP	Transmission Control Protocol/Internet Protocol
TeePee	Train Presence Detector
TFR	Transnet Freight Rail
UTP	Unshielded Twisted Pair

ANNEXURE: B

COMPLIANCE TO SPECIFICATION (CLAUSE BY CLAUSE COMPLIANCE DECLARATION FORM) MUST BE FULLY COMPLETED – ALTHOUGH THIS WILL NOT BE EVALUATED AS MANDATORY REQUIREMENT.

Please indicate below, whether or not you will be able to meet this requirement

The compliance response is to contain ONLY the following statements, "Comply" or "Do not comply".

Clause	Comply	Do not comply	Comments
1.1			
1.2			
1.3			
2.1			
3.1			
3.2			
3.3			
3.3.1			
3.3.1.1			
3.3.1.2			
3.3.1.3			
3.3.1.4			
3.3.1.4.1			
3.3.1.4.2			
3.3.1.4.3			
3.3.1.4.4			
3.3.1.4.5			
3.3.1.5			
3.3.1.5.1			
3.3.1.5.2			
3.3.1.5.3			
3.3.1.5.4			
3.3.1.5.5			
3.3.1.5.6			
3.3.1.5.7			
3.3.1.5.8			
3.3.1.5.9			
3.3.1.5.10			
3.3.1.5.11			
3.3.1.5.12			
3.3.1.5.13			
3.3.1.5.14			



3.3.1.5.15			
3.3.1.5.16			
3.3.2			
3.3.2.1			
3.3.2.2			
3.3.2.3			
3.3.2.4			
3.3.2.5			
3.3.2.6			
3.3.2.7			
3.3.2.8			
3.3.2.9			
3.3.2.10			
3.3.2.11			
3.3.3			
3.3.3.1			
3.3.3.2			
3.3.4			
3.3.4.1			
3.3.4.2			
3.3.4.3			
3.3.4.4			
3.3.4.5			
3.3.4.6			
3.3.4.7			
3.3.4.8			
3.3.4.9			
3.3.4.10			
3.3.4.11			
3.3.5			
3.3.5.1			
3.3.5.2			
3.3.5.3			
3.3.5.3.1			
3.3.5.3.2			
3.3.5.3.3			
3.3.5.3.4			
3.3.5.4			
3.3.6			



3.3.6.1			
3.3.6.2			
3.3.6.3			
3.3.6.4			
3.3.6.5			
4			
5			
6			
6.1			
6.1.1			
6.1.1.1			
6.1.1.2			
6.1.1.3			
6.1.1.4			
6.1.1.5			
6.1.1.6			
6.1.1.7			
6.1.1.8			
6.1.1.9			
6.1.2			
6.1.3			
6.1.3.1			
6.1.3.2			
6.1.3.3			
6.1.3.4			
6.1.3.5			
6.1.3.6			
6.1.3.7			
6.1.3.8			
6.1.3.9			
6.1.4			
6.1.5			
6.1.6			
6.1.6.1			
6.1.6.2			
6.1.7			
6.1.7.1			
6.1.7.2			
6.1.8			



6.1.8.1			
6.1.8.2			
6.1.8.3			
6.1.9			
6.1.9.1			
6.1.9.2			
6.1.9.3			
6.1.10			
6.1.10.1			
6.1.10.2			
6.1.11			
6.1.11.1			
6.1.11.2			
6.1.12			
6.1.12.1			
6.1.12.2			
6.1.12.3			
6.1.12.4			
6.1.12.5			
6.1.13			
6.1.14			
6.1.15			
6.1.15.1			
6.1.15.2			
6.1.15.3			
6.1.16			
6.1.16.1			
6.1.16.2			
6.1.16.3			
6.1.16.4			
6.1.16.5			
6.1.17			
6.1.17.1			
6.1.17.2			
6.1.17.3			
6.1.17.4			
6.1.18			
6.1.19			
6.1.19.1			



6.1.19.2			
6.1.19.3			
6.1.19.4			
6.1.20			
6.1.21			
6.1.21.1			
6.1.21.2			
6.1.21.3			
6.1.21.4			
6.1.21.5			
6.1.22			
6.1.22.1			
6.1.23			
6.1.24			
6.1.25			
6.1.25.1			
6.1.25.2			
6.1.25.3			
6.1.25.4			
6.1.25.5			
6.1.25.6			
6.1.26			
6.1.27			
6.1.27.1			
6.1.27.2			
6.1.27.3			
6.1.27.4			
6.2			
6.2.1			
6.2.2			
6.2.3			
6.2.4			
6.2.4			
6.2.5			
6.2.6			
6.2.7			
6.2.8			
6.2.9			
6.2.10			



6.2.11			
6.3			
6.3.1			
6.3.2			
6.3.3			
6.3.4			
6.4			
6.4.1			
6.4.2			
6.4.3			
6.4.4			
6.4.5			
6.4.5			
6.4.6			
6.4.7			
6.4.8			
6.5			
6.5.1			
6.5.2			
6.6			
6.6.1			
6.6.2			
6.7			
6.7.1			
6.7.2			
6.8			
7			
7.1			
7.1.1			
7.1.2			
7.1.2.1			
7.1.2.2			
7.1.2.3			
7.1.2.4			
7.1.2.5			
7.1.2.6			
7.1.3			
7.1.3.1			



7.1.3.2			
7.1.4			
7.1.5			
7.1.6			
7.1.6.1			
7.1.6.2			
7.2			
7.2.1			
7.2.2			
7.2.3			
7.2.4			
7.2.5			
7.2.6			
7.2.7			
7.2.8			
7.2.9			
7.2.10			
7.3			
7.3.1			
7.3.1.1			
7.3.1.2			
7.3.1.3			
7.3.1.4			
7.3.1.5			
7.3.1.6			
7.3.1.7			
7.3.1.8			
7.3.1.9			
7.3.2			
7.3.2.1			
7.3.2.2			
7.3.2.3			
7.3.2.4			
7.3.2.5			
7.4			
7.4.1			
7.4.1.1			
7.4.1.2			
7.4.1.3			



7.4.2			
7.4.2.1			
7.4.2.2			
7.4.2.3			
8			
8.1			
8.1.1			
8.1.2			
8.1.3			
8.1.4			
8.1.5			
8.1.6			
8.2			
8.2.1			
8.2.2			
8.2.3			
8.2.4			
8.2.5			
8.2.6			
8.2.7			



9 Legal review

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

10 Security clearance

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

11 National Treasury's Central Supplier Database

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Transnet is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

For this purpose, the attached SBD 1 Form must be completed and submitted as a mandatory returnable document by the closing date and time of the bid.

12 Tax Compliance

Respondents must be compliant when submitting a proposal to Transnet and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this bid that the tax matters of the successful Respondents be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Respondents tax obligations.


The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.




Transnet urges its clients, suppliers and the general public to report any fraud or corruption to


TIP-OFFS ANONYMOUS:

 **Ethics Helpdesk** (012) 170-0000
Ethics Management System™


You can choose to be Anonymous or Non-Anonymous on ANY of the platforms
PLEASE RETAIN YOUR REFERENCE NUMBER




AI Voice Bot "Jack"
Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.




What's App
Speak to an Agent via What's App.





Speak to an Agent
Speak to an Agent via the platform with no call or data charge




Telegram
Speak to an Agent via Telegram

 0800 003 056

 080 551 4163

 report@ethicshelpdesk.com

 *120*0785980808#

SECTION 3

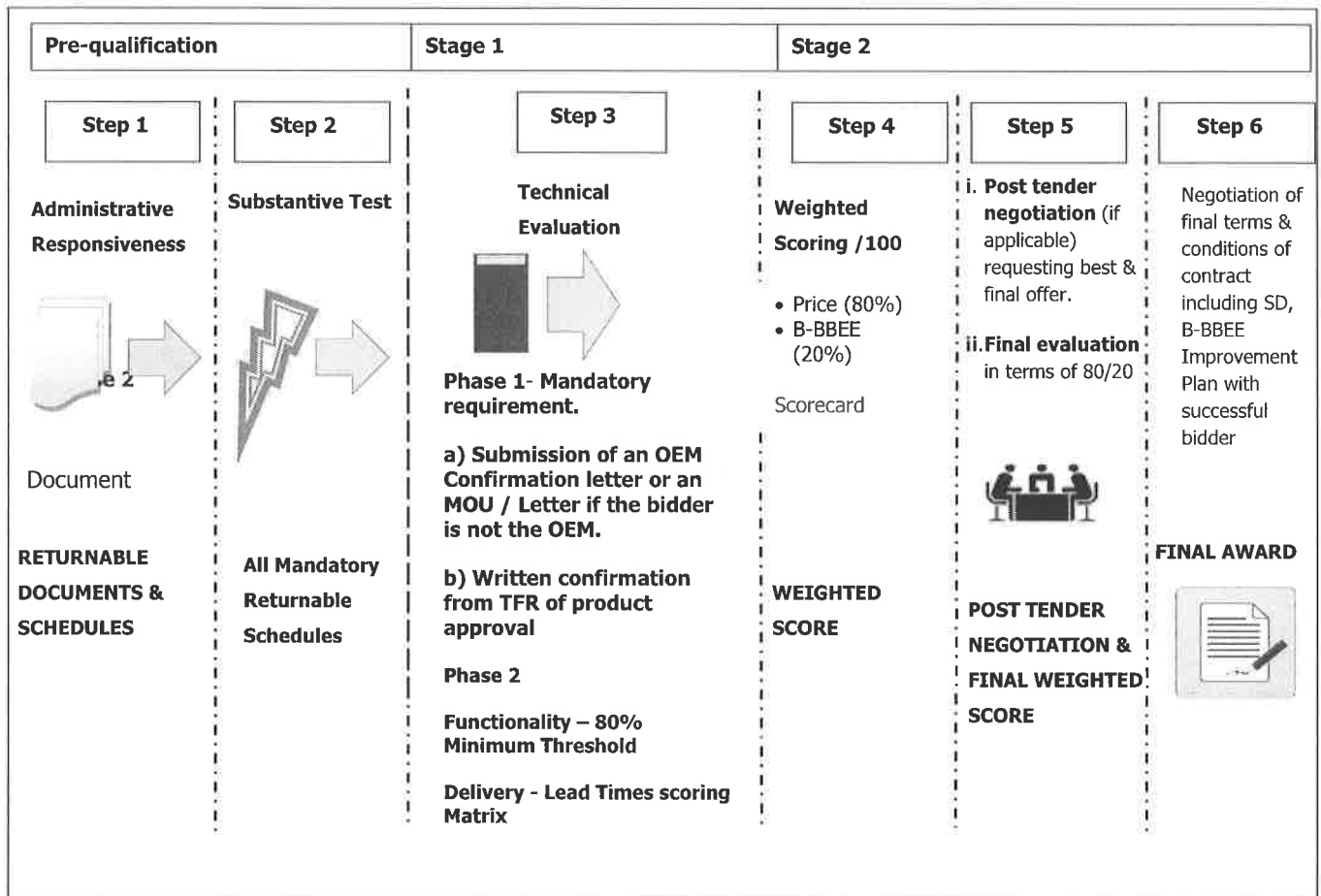
EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

1 Evaluation Criteria

Transnet will utilise the following methodology and criteria in selecting a preferred Supplier/Service provider:

2 EVALUATION METHODOLOGY

Transnet will utilise the following methodology and criteria in selecting a preferred Supplier/s, if so required:



NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Transnet reserves the right to conduct the different stages of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must not be interpreted to mean that bidders have necessarily passed any previous stage(s).

1.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFQ Reference
<ul style="list-style-type: none"> Whether the Bid has been lodged on time 	
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time 	Section 3
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	Section 3

- | | |
|--|---------------------|
| <ul style="list-style-type: none"> Verify if the Bid document has been duly signed by the authorised respondent | <i>All sections</i> |
|--|---------------------|

The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further pre-qualification

1.2 STEP TWO: Test for Substantive Responsiveness to RFQ

The test for substantive responsiveness to this RFQ will include the following:

Check for substantive responsiveness	RFQ Reference
<ul style="list-style-type: none"> Whether any general pre-qualification criteria set by Transnet, have been met 	<i>All sections including: Section 2 paragraphs 2.2, 3</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer 	<i>Section 4 - Quotation Form</i>
<ul style="list-style-type: none"> SBD 1 Form fully completed 	<i>Section 2</i>

The test for substantive responsiveness [Step Two] must be passed for a Respondent's proposal to progress to Step Three for further evaluation

1.3 STEP THREE: Technical Evaluation Criteria

The test for the Technical will includes the following:

Phase 1

Technical Document submissions Requirement: Mandatory

- Bidder must provide written confirmation from TFR that the product offered been tested and approved by TFR and,
If a Bidder is a Manufacturer, the Bidder Must Submit a Letter on a Company Letterhead, Signed, Dated, conforming that they are the Manufacturer and shall state the items that they will produce/manufacture that are required in the RFQ. The letter must also quote the RFQ number.
- Bidder must provide written confirmation from TFR that the product offered been tested and approved by TFR and,
If A Bidder is not the Manufacturer, the Bidder Must Submit a Memorandum of Understanding (MOU) / Letter between the Bidder and the Manufacturer which must be on Manufacturers Letterhead stating that they are the Manufacturer and will supply the bidder with the items stated in the RFQ, if successful. The MOU / Letter must contain the bidders company name, Signed and Dated by both the Bidder and OEM. The MOU / Letter must reference to the RFQ number and list the item in to be supplied by the Manufacturer. TFR reserves the right to authenticate the MOU/Agreement with the Manufacturer/OEM.

Failure to submit;

- a) the MOU/ Letter between the Bidder and the Manufacturer or a Manufacturer confirmation letter in the case of where a bidder is a manufacturer and,
- b) Written confirmation from TFR that the product offered been tested and approved by TFR, will result in a bid being disqualified

Phase 2

Technical Functionality – 80% threshold: Mandatory

- Delivery schedule – service providers must attach work program with delivery lead time.

80%	Delivery schedule submitted - delivery confirmed for 4 weeks or sooner
60%	Delivery schedule submitted - delivery confirmed for 5 weeks
40%	Delivery schedule submitted - delivery confirmed for 6 weeks
20%	Delivery schedule submitted - delivery confirmed for 7 weeks
0	Delivery schedule submitted - delivery confirmed for 8 weeks

N/B Failure to submit technical documents and delivery schedule or work program above will lead to a bid being disqualified.

Respondents must complete and submit **Annexure B which include a Technical Questionnaire**. A Respondent's compliance with the minimum technical threshold will be measured by their responses to **Annexure: A**

The minimum threshold for technical [Step Three] must be met or exceeded for a Respondent's Proposal to progress to Step Four for final evaluation

1.4 STEP FOUR: Evaluation and Final Weighted Scoring

- a) **Price and TCO Criteria** [Weighted score 80 points]:

Evaluation Criteria	RFQ Reference
• Commercial offer	Section 4

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

- Ps = Score for the Bid under consideration
- Pt = Price of Bid under consideration
- $Pmin$ = Price of lowest acceptable Bid

b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 20 points]

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

1.5 STEP FIVE: Post Tender Negotiations (if applicable)

- Respondents are to note that Transnet may not award a contract if the price offered is not market-related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
 - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
 - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

1.6 STEP SEVEN: Award of business and conclusion of contract

- **Upon approval of preferred bidder status, the preferred bidder will be provided with a Letter of Intent (LOI) and the material will be inspected by Transnet Technology Management; Should the item not be in line with Transnet's technical specification, TFR reserves the right to revoke or rescind the letter of intent and to proceed with the next ranked bidder.**
- Immediately after approval to award the contract has been received, the successful or preferred bidder(s) will be informed of the acceptance of his/their Quotation by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s).
- Otherwise, a final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

3 Validity Period

Transnet requires a validity period of **180 [One hundred and Eighty] Business Days** from the closing date of this RFQ, excluding the first day and including the last day.

Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

4 Disclosure of contract information

Prices Quoted

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 01 of 2015/2016.

Johannesburg Stock Exchange Debt Listing Requirements

Transnet may also be required to disclose information relating to the subsequent contract i.e. the name of the company, goods/services provided by the company, the value and duration of the contract, etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.

Domestic Prominent Influential Persons (DPIP) OR Foreign Prominent Public Officials (FPPO)

Transnet is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. Transnet shall not conduct or conclude business transactions, with any Respondents without having:

- Considered relevant governance protocols;
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website <https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
Is the Respondent (Complete with a "Yes" or "No")						
A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO		
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

Respondents declaring a commercial relationship with a DPIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIP or FPPO. This list will include successful Respondents, if applicable.

5 Returnable Documents

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids based on the consequences of non-submission as indicated below:

Mandatory Returnable Documents	<i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ <u>will</u> result in a Respondent's disqualification.</i>
Returnable Documents Used for Scoring	<i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</i>
Essential Returnable Documents	<i>Failure to provide essential Returnable Documents <u>will</u> result in Transnet affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.</i>

All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.

a) Mandatory Returnable Documents

Respondents are required to submit with their bid submissions the following **Mandatory Returnable Documents**, and also to confirm submission of these documents by so indicating [Yes or No] in the tables below:

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 2: SBD1 Form – proof of registration on the NT Central Supplier Database.	
SECTION 4: Quotation Form with all items priced.	

b) Returnable Documents Used for Scoring

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **Returnable Documents Used for Scoring** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

Technical / Functionality – Minimum threshold 80%	
<ul style="list-style-type: none"> Works program with delivery lead time. 	
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 11 of this RFQ.	

c) Essential Returnable Documents:

Over and the above the requirements of section (a) and (b) mentioned above, Respondents are further required to submit with their Proposals the following **Essential Returnable Documents** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
SECTION 5: Certificate of Acquaintance with RFQ Documents	
SECTION 6: RFQ Declaration and Breach of Law Form	
SECTION 7: B-BBEE Preference Claim Form	
SECTION 8: SBD 9 - Certificate Of Independent Bid Determination	
SECTION :9 Protection of Personal Information	
Technical questionnaire	
Compliance to Transnet Specification (Clause – by - Clause).	

6 CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its valid proof of B-BBEE status, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

SECTION 4 QUOTATION FORM

I/We _____

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

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

- the Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet; and
- any other standard or special conditions embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us. I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

Price Schedule

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

Item No	Description of Item	Unit	Quantity	Unit price	TOTAL PRICE [ZAR]
1	Scanner Board "ADB"	Ea.	2		
2	Main Processor Board "MPB"	Ea.	5		
3	Wheel Sensor, 5km/h	Ea.	18		
4	+30V/ +6V Power Supply Board (DYB05)	Ea.	4		
5	Bearing Scanner Box Complete set - Right	Ea.	1		
6	30 V / +6 V Power Supply Board (DYB05)	Ea.	4		
7	DC power supply unit complete with all power supply cards	Ea.	2		
8	ENS Computer	Ea.	4		
9	Field concentration system (FCS BBH3909) to replace MCM/TX cards	Ea.	2		
TOTAL PRICE, exclusive of VAT:					
VAT 15% (if applicable)					
Total Inclusive of VAT (where applicable)					

N/B. FAILURE TO PRICE FOR ALL ITEMS ON THE PRICING SCHEDULE WILL RESULT IN A BID DISQUALIFICATION

Delivery Lead-Time from date of purchase order: _____ **[days/weeks]**

Respondents are to note that Transnet will round off final pricing scores to the nearest 2 (two) decimal places.

Notes to Pricing:

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-
 - (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFQ;
 - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFQ;
 - (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFQ.

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFQ.
- b) All Prices must be quoted in South African Rand, inclusive of VAT
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule will result in a bid being disqualified.
- e) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

SECTION 5

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFQ. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, Transnet will recognise no claim for relief based on an allegation that the Respondent overlooked any such term or condition or failed properly to take it into account in calculating tendered prices or any other purpose:

1. Transnet's General Bid Conditions
2. Standard RFQ Terms and Conditions for the supply of Goods or Services to Transnet
3. Transnet's Supplier Integrity Pact
4. Non-disclosure Agreement

Note: Should a Respondent be successful and awarded the bid, they will be required to complete a Supplier Declaration Form for registration as a vendor onto the Transnet vendor master database.

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFQ unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim or cause of action based on an allegation that any aspect of this RFQ was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFQ documents included in the RFQ as a returnable document, is found not to be true and/ or complete in every respect.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 6

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Quotation [RFQ];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. At no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity Pact which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
6. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner;
7. We declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of Transnet including any person who may be involved in the evaluation and/or adjudication of this Bid;
8. We declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet;
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFQ; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

Respondent's Signature

Date & Company Stamp

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

ADDRESS:

Indicate nature of relationship with Transnet:

[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet]. Information provided in the declarations may be used by Transnet and/or its affiliates to verify the correctness of the information provided.

11. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

DECLARATION OF INTEREST REGARDING PERSONS EMPLOYED BY THE STATE (SBD4)

12. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

- 13. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:**

13.1. Full Name of bidder or his or her representative:

13.2. Identity Number:

¹ "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

13.3. Position occupied in the Company (director, trustee, shareholder²):

13.4. Company Registration Number:

13.5. Tax Reference Number:

13.6. VAT Registration Number:

13.7. Are you or any person connected with the bidder presently employed by the state?	YES / NO
13.7.1. If so, furnish the following particulars:	
Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:
Any other particulars:
13.8. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO
13.8.1. If yes, did you attached proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	YES / NO
13.8.2. If no, furnish reasons for non-submission of such proof:
13.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	YES / NO
13.9.1. If so, furnish particulars:
13.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO
13.10.1. If so, furnish particulars:
13.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO
13.11.1. If so, furnish particulars:

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

13.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?	YES / NO
13.12.1. If so, furnish particulars:

The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 14 below.

14. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

BREACH OF LAW

15. We further hereby certify that *I/we have/have not been* [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

DATE OF BREACH: _____

Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at _____ on this _____ day of _____ 20__

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____

SECTION 7

B-BBEE PREFERENCE POINTS CLAIM FORM

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

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Either the 80/20 preference point system will be applicable to this tender.

1.4 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.5 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.6 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on

Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"** means:
 - 1) B-BBBEE status level certificate issued by an unauthorised body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small EEnterprise in terms of a Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{min} = Comparative price of lowest acceptable bid

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12

5	8
6	6
7	4
8	2
Non-compliant contributor	0

4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME ³	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 6.1

³ In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a Sworn Affidavit as the generic codes are not applicable to them.

6.1 B-BBEE Status Level of Contribution: . =(maximum of 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer

- ☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
[*TICK APPLICABLE BOX*]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraphs 4.1 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 4.1 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

SECTION 8

SBD 9- CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
2. Transnet will take all reasonable steps to prevent abuse of the supply chain management system and to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
3. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
4. In order to give effect to the above, the following certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

Respondent's Signature

Date & Company Stamp

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁴ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. geographical area where product or service will be rendered (market allocation)
 - c. methods, factors or formulas used to calculate prices;
 - d. the intention or decision to submit or not to submit, a bid;

⁴ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract

- e. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 9

PROTECTION OF PERSONAL INFORMATION

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.("POPIA"):

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFQ, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFQ and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFQ, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFQ (physically, through a computer or any other form of electronic communication).

9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFQ, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFQ and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

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

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFQ is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: _____

Should a Respondent have any complaints or objections to processing of its personal information, by Transnet, the Respondent can submit a complaint to the Information Regulator on <https://www.justice.gov.za/inforeg/>, click on contact us, click on complaints.IR@justice.gov.za

SECTION 10: SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- The enterprise is _____ % black youth owned;
- The enterprise is _____ % black disabled owned;
- Based on the management accounts and other information available for the _____ financial year, the income did not exceed R10,000,000.00 (ten million rand).

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

Example of an Affidavit or Solemn Declaration as to QSE B-BBEE Status

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- The enterprise is _____ % black youth owned;
- The enterprise is _____ % black disabled owned;
- Based on the management accounts and other information available for the _____ financial year, the income did not exceed R50,000,000.00 (fifty million rand);
- The entity is an empowering supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) of the dti Codes of Good Practice. (Tick appropriate box in table below).

(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%		(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and / or packaging		(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities			

Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

6. The affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp