

**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: TFR/2023/06/0006/33877/RFQ
[KBC/41775]

FOR THE PROVISION OF: INFRA RED SCANNING OF OHTE
FOR A PERIOD OF FOUR (4) MONTHS

ISSUE DATE: 28 June 2023
CLOSING DATE: 11 July 2023
CLOSING TIME: 10:00 AM
VALIDITY DATE: 07 November 2023 (90 Business Days)

Note to the bidders:

Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.

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:	KBC/41775	ISSUE DATE:	28 June 2023	CLOSING DATE:	11 July 2023	CLOSING TIME:	10H00 AM
DESCRIPTION	Infra-Red Scanning of OHTE						
BID RESPONSE DOCUMENTS SUBMISSION							
Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system. RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED. The Transnet e-Tender Submission Portal can be accessed as follows: - Log on to the Transnet eTenders management platform website/Portal (transnetetenders.azurewebsites.net) (please use Google Chrome to access Transnet link/site free of charge); - Click on "ADVERTISED TENDERS" to view advertised tenders; - Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information); - Click on "SIGN IN/REGISTER" - to sign in if already registered; - Toggle (click to switch) the "Log an Intent" button to submit a bid; - Submit bid documents by uploading them into the system against each tender selected. - No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Liesel Weir			CONTACT PERSON	Tlotlo Kesupang		
TELEPHONE NUMBER	053 838-3202			TELEPHONE NUMBER	053 838-3368		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	Liesel.weir@transnet.net			E-MAIL ADDRESS	Tlotlo.kesupang@transnet.net		
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] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]			
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		☐ YES ☐ 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 Formal Briefing

A formal briefing session will not be held but should Respondents have specific queries they should email these to the Transnet employee(s) indicated in paragraph 3 [*Communication*] below:

3 Communication

3.1 Specific queries relating to this RFQ before the closing date of the RFQ should be submitted onto the system and to [**Liezel.weir@transnet.net**] before **12:00 pm on 05 July 2023**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.

3.2 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.

3.3 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.

3.4 Respondents may also, at any time after the closing date of the RFQ, communicate with Liezel Weir on any matter relating to its RFQ response:

Telephone 053 838-3119

Email: Leonie.visagie@transnet.net

3.5 All unsuccessful bidders have a right to request Transnet to furnish individual reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

4 Legal Compliance

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

5 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.

6 Changes to Quotations

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

7 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.

8 Disclaimers

8.1 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 notified of their bid being unsuccessful. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price.
- Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.

9 Specification/Scope of Work

**A DIVISION OF TRANSNET LIMITED INFRASTRUCTURE PROJECT SPECIFICATION PROJECT
SPECIFICATION FOR INFRA-RED THERMOGRAPHIC SCANNING OF OVERHEAD TRACK EQUIPMENT
UNDER CONTROL OF DEPOT ENGINEERING MANAGER KIMBERLEY SOUTH**

INDEX**SECTION****CONTENTS**

1	SCOPE
2	STANDARDS
3	DESCRIPTION OF WORK
4	CONTRACTUAL OBLIGATIONS
5	INSTALLATION
6	WORK TO BE DONE BY TFR
7	TENDERING PROCEDURES
8	ANNEXURE 1: KIMBERLEY SOUTH SECTION

1. SCOPE

This specification covers the requirements for infra-red thermal scanning of railway electrification equipment, processing of data and production of results for the purpose of preventive maintenance on 25kv AC overhead track equipment, section from Beaconsfield to De Aar and section from De Aar to Beaufort West under the control of Depot Engineer, Kimberley South.

2. STANDARDS

The following publications are referred to herein and shall apply:

- 2.1 **E7/1** Specification for works on, over, under or adjacent to railway lines and near high voltage equipment
- 2.2 **E4E** Safety arrangements and procedural compliance with the Occupational Health and Safety Act, Act 85 of 1993 and regulations
- 2.3 **BBD5814** Specification for Infra-red Thermographic Scanning of Overhead Track Equipment

3. DESCRIPTION OF WORK

The contractor shall perform the following:

- 3.1 Scan the overhead track equipment on the 25kV section from Beaconsfield (starts from kilometre 7) to De Aar (km 232) and section from De Aar (0 km) to Beaufort West (km258). The estimated total distance to be scanned is 490KM
- 3.2 Perform the job only during the night. Transnet Freight Rail does not guarantee the estimated km scanned will be achieved on one night only. The depot will therefore determine the section to be scanned per night to suit their need
- 3.3 The Technical Officer will determine the working areas where the scanning of the overhead track equipment shall be done, and shall instruct the Contractor regarding the priorities and programme for performance of work with regular updates
- 3.4 Mount and dismount under supervision, the infra red camera onto or from stationary locomotive
- 3.5 The contractor shall test his/her equipment prior to starting a scanning trip
- 3.6 The contractor shall set the infra red camera to clearly view the conductors and or track switches to be scanned.
- 3.7 The contractor shall record the exception events and GPS co-ordinates continuously.
- 3.8 After every scan, the contractor shall label the recordings according to the depot name and section scanned.
- 3.9 The contractor shall sign the site diary and site instruction book before every scanning trip.

4. CONTRACTUAL OBLIGATIONS

- 4.1 **The contractor must have a National Diploma / N6 Electrical Heavy Current. (Proof to be attached to the submitted RFQ)**
- 4.2 Over and above the conditions mentioned in the general conditions of contract, the Contractor shall also be responsible for the conditions mentioned hereunder.
- 4.3 The Contractor shall take full responsibility for and shall warrant the suitability and operational compliance of the equipment provided by him for performing the work in accordance with the contract specifications.
- 4.4 The Contractor shall be competent to perform the work required in terms of the contract and shall warrant the competence of persons appointed by him to perform the work.
- 4.5 The Contractor shall perform all the duties and functions required in terms of the contract and shall comply with all reasonable instructions and directions of the Technical Officer or his duly authorised

deputy in respect of performing the contract work and compliance with Transnet Freight Rail's health and safety requirements.

- 4.6 The Contractor shall not make use of any sub-contractor to perform the works or parts thereof without prior permission from the Project Manager or Technical Officer.
- 4.7 The Contractor shall supply a site diary (triplicate copies). This book shall be used to record daily happening such as identifying the sections scanned, and any unusual events during the period of the work. Any delays to the work shall also be recorded, such as delays caused by poor weather conditions, delays caused by scanning being cancelled, etc. The appointed Project Manager or Technical Officer must be informed, and such delays must be countersigned by the Transnet Freight Rail depot personnel accompanying the scan.
- 4.8 The Contractor shall supply a site instruction book (triplicate copies). This book shall be used to record any instructions to the Contractor regarding problems encountered on site – for example the quality of work or the placement of equipment. This book shall be filled in by the Project Manager, Technical Officer or deputy Technical Officer and must be countersigned by the Contractor.
- 4.9 Both books mentioned above shall be the property of Transnet Freight Rail and shall be handed over to the Project Manager or Technical Officer on the very last day of submitting payment for work done.
- 4.10 Should a planned equipment scan be cancelled at short notice (less than 12 hours) through no fault of the Contractor, the Contractor may claim compensation for his staff at the agreed rate in the schedule of quantities and prices.
- 4.11 The Contractor is responsible for transport of his staff and equipment between centres/infra areas.
- 4.12 All post-processed reports shall be submitted to the Technical Officer within two weeks after a successful scan within a depot's boundaries. This may exclude sections that have to be rescanned for whatever reason, and which were done later or will still be done. Failure to comply with this clause will result in a 0.15% penalty per day calculated on the normal payment for sections represented in the delayed report.
- 4.13 Payment for reports shall be made after the information is verified. Transnet Freight Rail will, prior to payment but within ten calendar days from receiving the reports, perform verification of the physical defect locations and of data format purity. Should quality shortcomings be identified, the Contractor will be expected to redo the post processing where after the Transnet Freight Rail will repeat the verification process. If there is no improvement, the non-performance clause, which forms part of the general conditions of contract shall govern/ enforced.

5. INSTALLATION

- 5.1 The Contractor shall design clamps and fasteners that will fit to all Transnet Freight Rail's locomotive consist. The design shall be such as to facilitate the equipment to be quickly and securely attached near "LIVE" equipment while stationary in a yard or station area, and 5 in compliance with Transnet Freight Rail's safety requirements. If there is switching required Transnet Freight Rail will arrange.
- 5.2 No drilling or other method shall be used which cause damage to the locomotive.
- 5.3 The Contractor shall, under supervision, be responsible for mounting, connecting his/her equipment in such a way that the wires are not preventing the staff free movement and dismantling of the equipment from the locomotive.

6. WORK TO BE DONE BY TRANSNET FREIGHT RAIL

- 6.1 Transnet Freight Rail shall, subject to its access control, security and safety arrangements; provide to the Contractor such access as is required to perform the works.
- 6.2 Transnet Freight Rail will provide transport for the Contractor's staff between the point of rendezvous as agreed and the point of arrival or departure of the train within a maximum range of 20km.

- 6.3 Transnet Freight Rail's Electrical Officer shall be available to co-ordinate the Contractor's performance of the work and to supervise the Contractor performing work in close proximity to "LIVE" overhead electrical equipment, such as mounting or detaching the equipment onto- or from a locomotive.
- 6.4 The Technical Officer or his deputy shall determine on which train and/or locomotive the infrared scanning equipment shall be mounted in order to optimise, as far as possible, the scanning time. He/she shall advise the Contractor seven (7) calendar days in advance of the section, time and rendezvous for accompanying the Contractor to the locomotive.
- 6.5 The Technical Officer or his/her deputy shall do verification audits on each report, before making payments and dispatching reports to respective depots.
- 6.6 The Technical Officer or his deputy accompanying the Contractor shall monitor and record all scanning operations and certify payment therefore in accordance with the contract.
- 6.7 The Technical Officer or his deputy shall ensure that parties involved in making payments sign the site diary and instruction book accordingly.
- 6.8 Transnet authorization Category-C is required of any person who works on electrification equipment near (within 3-m of) "live" equipment. A Category-C authority certificate is issued on the successful completion of a training module and written test to persons who are working near "LIVE" equipment. The training module is presented over four days. The arrangements of these training must be arranged prior to commencing date. This Training is for the account of the contractor and must be directly arranged with the Esselen Park Training Centre at telephone 011 929 1571 or per facsimile 011 929 1229.

7. TENDERING PROCEDURE

- 7.1 All prospective tenderers shall with their tenders submit proposals of how they will operate to achieve the specified results and also submit specimens of reports to be produced.
- 7.2 Tenders shall submit equipment type test certificate as specified with the Tender. These shall be in English.
- 7.3 Tenderers shall complete the attached Schedule of Quantities and Prices. Items not reflected in this Schedule but covered in the Project Specification or agreed at the inspection meeting shall be added to the Schedule of Work and Price by the Tenderer and quoted for accordingly.
- 7.4 Tenderers shall indicate clause-by-clause compliance with the specification. This shall take the form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or no compliance. This document can be used by Tenderers to elaborate on their clause.
- 7.5 Tenders shall motivate a statement of non-compliance.
- 7.6 Where equipment offered does not comply with standards or publications referred to in the specification, Tenderers shall state which standards apply and submit a copy in English.
- 7.7 An addendum reflecting changes to the Project Specification and Schedule of Quantities and Prices may be forwarded to Tenderers after the site meeting and Tenderers should quote accordingly.
- 7.8 The quantities in Schedule of Prices and quantities are estimated and may be more or less than stated.
- 7.9 The contract price shall be ascertained as the sum of all scanning costs, report costs, travelling, accommodation and other associated costs.

8. ANNEXURE 1: KIMBERLEY SOUTH SECTIONS

SECTION FROM	SECTION TO	SCAN	APPROX. KM	ELECT TYPE	METHOD OF SCANNING
BEACONSFIELD	DE AAR	ONCE	232	25 KV AC	HEAVY HAUL
DE AAR	BEAUFORT WEST	ONCE	258	25 KV AC	HEAVY HAUL

SPECIFICATION NO. CEE.0164.97/1

SPOORNET

INFRASTRUCTURE (ELECTRICAL)

INFRA-RED THERMOGRAPHIC SCANNING OF OVERHEAD TRACK EQUIPMENT AND SUBSTATIONS

This specification covers the requirements for infra-red thermal scanning of railway electrification equipment and substations, processing of data and production of results for the purpose of preventive maintenance on 3kv, 25kv and 50kv overhead track equipment and substations of Spoornet.

SPECIFICATION NO. CEE.0164.97/1**INDEX****SECTION****CONTENTS**

- | | |
|----|------------------------|
| 1. | SCOPE |
| 2. | APPENDICES |
| 3. | SERVICE CONDITIONS |
| 4. | TECHNICAL REQUIREMENTS |
| 5. | REPORTS |
| 6. | TENDER PROCEDURE |
| 7. | GENERAL |

SPECIFICATION NO. CEE.0164.97/1**1. SCOPE.**

This specification covers the requirements for infra-red thermal scanning of railway electrification equipment and substations, processing of data and production of results for the purpose of preventive maintenance on 3kv, 25kv and 50kv overhead track equipment and substations of Spoornet.

2. APPENDICES.

The following appendices form an integral part of this specification.

Appendix 1: - report, infra-red scan, overhead track equipment.

Appendix 2: - report, infra-red scan, substations

3. SERVICE CONDITIONS.

The infra-red thermal scanning shall be done under the following conditions:

3.1 Altitude: 0 - 1800m above sea level.

3.2 Ambient temperature: -5 °c to +45 °c.

3.3 Relative humidity: 10% to 90%.

3.4 Lightning conditions: 11 flashes per square km per annum.

Complies/does not comply

4. TECHNICAL REQUIREMENTS.

4.1 The image of the complete scan shall be recorded on video tape.

Complies/does not comply

4.2 Recording shall be done in the 8 - 14-micron band.

Complies/does not comply

4.3 The thermal recording equipment shall be able to indicate a hot connection of 35 °c with an ambient temperature of 30 °c.

Complies/does not comply

4.4 For the purpose of scanning the overhead track equipment, the thermal recording equipment shall be mounted on the trailing locomotive in a consist hauling a loaded train. Suitable means for such mounting of the equipment shall be provided by the successful contractor.

Complies/does not comply

4.5 The thermal recording equipment shall be capable of reliable operation under the electrically noisy environment and vibration normally associated with railway traction.

Complies/does not comply

4.6 The thermal recording equipment shall have its own power source. The power source shall not be a fire hazard in itself.

Complies/does not comply

SPECIFICATION NO. CEE.0164.97/1

- 4.7 Reflections from the sun shall not cause false hot spots when substations are scanned during the day.

Complies/does not comply

5. REPORTS.

The following information shall be handed to the Spoornet engineer within two weeks after each scan and shall remain the property of Spoornet:

- 5.1 A written report containing the information as per appendix 1 and 2.

Complies/does not comply

- 5.2 Copies of the recorded video tapes as per clause 4.1 suitable for distribution to each individual electrical depot.

Complies/does not comply

6. TENDER PROCEDURE.

All prospective tenderers shall with their tenders submit proposals of how they will operate to achieve the specified results and also submit specimens of reports to be produced.

Complies/does not comply

7. GENERAL.

For any other services available, separate quotes can be submitted as for example digital processing of images.

TENDERER'S SIGNATURE..... DATE.....

**ASSISTANT GENERAL MANAGER
INFRASTRUCTURE MAINTENANCE**

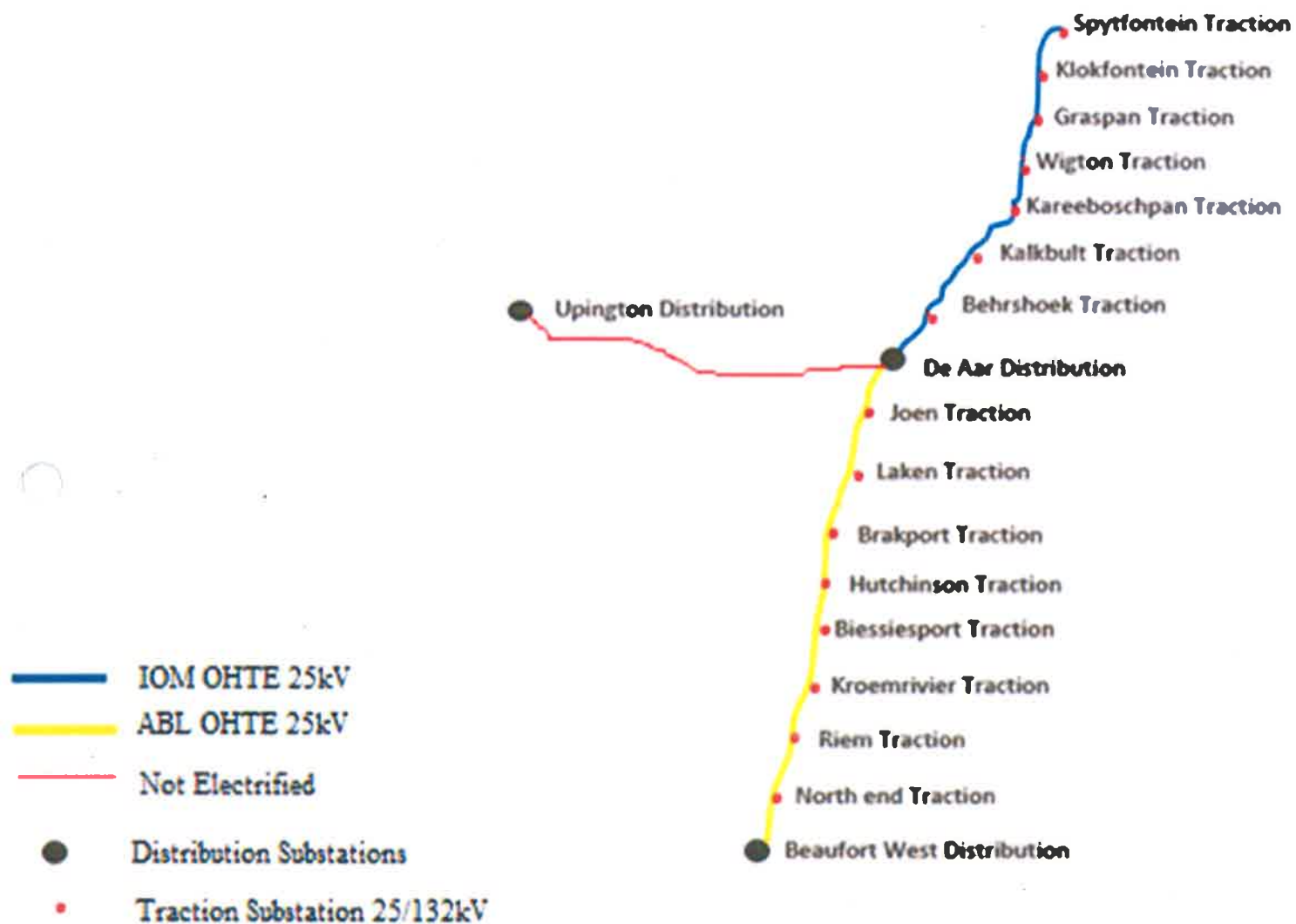
REPORT

[illegible]**TENDERER'S SIGNATURE:**

DATE:

ASSISTANT GENERAL MANAGER

INFRASTRUCTURE MAINTENANCE



- ☐ **Beaconsfield to De Aar – 25kV**
Manganese line OHTE (312km)
Including loop lines.
- ☐ **De Aar to Beaufort West – 25kV**
ABL line OHTE (326km)
Including loop lines.
- ☐ **Total of 638km OHTE in length**



A division of Transnet limited

RAIL NETWORK

SPECIFICATION

REQUIREMENTS FOR INFRARED THERMOGRAPHIC SCANNING OF OVERHEAD TRACK EQUIPMENT.

Author: Chief Engineering Technician Rail Network D.G. Naidoo

Recommended: Acting Senior Engineer Rail Network K. Motupa

Approved: Principal Engineer Rail Network S. Mathebula

Date 31 May 2017

Circulation restricted to: Rail Network Infrastructure Maintenance
Rail Network Technical

This page is for control purposes only and does not form part of any tender or contract documentation.



A division of Transnet limited

RAIL NETWORK

TECHNICAL SPECIFICATION

REQUIREMENTS FOR INFRARED THERMOGRAPHIC SCANNING OF OVERHEAD TRACK EQUIPMENT.

This specification covers the requirements for infrared thermal scanning of 3kV DC, 11kV AC, 25kV AC and 50kV AC railway electrification equipment, the processing of the data and presentation of results for the purpose of preventative and corrective maintenance.

© This document as a whole is protected by copyright. The information herein is the sole property of Transnet Ltd. It may not be used, disclosed or reproduced in part or in whole in any manner whatsoever, except with the written permission of and in a manner permitted by the proprietors.

INDEX

1.0 SCOPE.....	4
2.0 GENERAL REQUIREMENTS	4
3.0 DEFINITIONS	4
4.0 SERVICE CONDITIONS.....	5
5.0 TECHNICAL REQUIREMENTS	5
6.0 REPORT REQUIREMENTS	8
6.3 FORMAT OF REPORTS	9
6.4 DATA VERIFICATION.....	9
7.0 PERSONNEL REQUIREMENTS.....	10
7.1 QUALIFICATIONS, ROLES AND RESPONSIBILITIES.....	10
8.0 TENDER PROCEDURE	10
9.0 ANNEXURES FORMING PART OF THIS SPECIFICATION.	10
ANNEXURE 1. INFORMATION REQUIRED IN DATABASE FORMAT	11
ANNEXURE 2. FORMAT OF HARD COPY EXCEL REPORT-1 – INFRA RED HOTSPOT DEFECTS	12
ANNEXURE 3. FORMAT OF HARD COPY EXCEL REPORT-2 – INFRA RED.....	13
PANTOGRAPH INTERACTION DEFECTS.....	13
ANNEXURE 4. FORMAT OF HARD COPY REPORT-1 OHTE HOTSPOT DEFECT	14
ANNEXURE 6. STANDARD DESCRIPTIONS OF COMPONENTS	16

1.0 SCOPE

This specification covers the technical requirements for infrared thermographic scanning of overhead railway electrification equipment, the pantograph contact wire interaction, processing of data and the presentation of the reports for the purpose of Condition Monitoring as the basis of Preventive Maintenance on 3kV DC, 25kV AC and 50kV AC overhead traction equipment and 6.6/11kV Power Line Equipment of Transnet Freight Rail.

2.0 GENERAL REQUIREMENTS

2.1 Transnet Freight Rail requires condition assessment information of the current carrying performance of its overhead traction equipment. The Contractor shall provide a condition assessment service comprising the following functions:

- (a) Infrared recording survey for overhead infrastructure from a moving train consisting of electrical locomotives and wagons loaded to the maximum allowable ton/axle for the section.
- (b) Pre- and post-processing and submission of exception reports in hard copy and electronic format.
- (c) Provide all the necessary report review graphical analysis application software which has the functionality to review moving and stationary recorded images and to edit and create fault reports.

2.2 The Contractor shall use infrared imaging sensors to detect thermal radiation signatures associated with electrical infrastructure component deterioration relative to a reference temperature of electrification infrastructure equipment, to predict and identify impending and developing failures.

2.3 The contractor shall use infrared imaging sensors to detect thermal radiation signatures associated with the pantograph-contact wire severe interactions (impacts).

2.4 Scanning shall be done at night to eliminate as far as possible the effect of equipment heating due to solar radiation.

3.0 DEFINITIONS

- (a) TFR - Transnet Freight Rail
- (b) OHTE – Overhead Track Equipment
- (c) Reference Temperature - the temperature against which “overheating” components are compared, a calculated weighted average temperature at multiple reference temperature sampling points of the running conductor – and/or the component to which the overheating component is electrically/mechanically connected, considering similar components as that affected in general reference to predict and prevent infrastructure failure.
- (d) “Hotspot” - An OHTE Component thermal radiation signature defect as associated with the levels of OHTE electrical infrastructure component deterioration of electrification infrastructure equipment which shall be reported whenever the temperature of the component is $\geq 5^{\circ}\text{C}$ above that of the associated Reference Temperature.
- (e) IRT – Infra red thermography

- (f) Exceptions – An abnormality measured/recorded with a thermal imaging camera that can result in failure of infrastructure.
- (g) Thermographer Level 1 – A person certified in terms of a recognised industry standard, who is qualified is to gather high-quality data through thermographic scanning and sort the data based pass/fail criteria.
- (h) Thermographer Level 2 – A person certified in terms of a recognised industry standard, who is qualified is to set up and calibrate thermographic equipment, interpret data, create reports and supervise Level 1 Thermographers.

4.0 SERVICE CONDITIONS

The infrared scanning shall be done under the following conditions:

- Altitude : 0 - 1800m above sea level.
- Ambient temperature : -10 °C to +45 °C.
- Real feel / wind temp. : 15 to + 60
- Relative humidity : 10% to 90%.
- Lightning conditions : 11 flashes per square km per annum.

5.0 TECHNICAL REQUIREMENTS

5.1 GENERAL EQUIPMENT REQUIREMENTS

The following equipment will be required to provide the full service:

- 5.1.1 Infrared imaging sensors, 640 X 480 pixel resolution, lens angle between 45 and 60 degrees, mounted on the locomotive in a position providing the area required for the OHTE and the other for the pantograph - contact wire interaction.
- 5.1.2 Recording equipment - Processor which performs the recording of continuous imaging stream at a minimum rate of 10 frames per second and which sorts the data for identification efficient recovery per section that is defined by kilometre section beacons.
- 5.1.3 A DC battery based power supply capable of operating all the equipment for a minimum of 10 hours. No power will be sourced from the locomotive.
- 5.1.4 Processors and software capable to interrogate recorded data and prepare exception reports.
- 5.2 Software and memory devices are to be made available to Transnet Freight Rail Engineering staff to interrogate the scanned recordings and reports as further described herein.

5.3 SPECIFIC EQUIPMENT REQUIREMENTS.

- 5.3.1 Equipment installations shall not exceed the footplate restrictions.
- 5.3.2 The On-Board recording unit on the locomotive
Image recording equipment shall be provided - Infrared sensors / recording device / power supply / software / etc.
- 5.3.3 The single sensor system must record images of :-
 - (a) the rear view infrastructure
 - (b) the Pantograph contact wire interaction

- (c) all the relevant look-up data for the optimized moving image format data.

5.3.4 Infrared imaging sensor specification:

- (a) Operating/Spectral range: Long wave (7 - 14 μ m)
- (b) Minimum Resolution: 680 x 480
- (c) Accuracy: $\pm 2^{\circ}\text{C}$ or $\pm 2\%$ of reading
- (d) Emissivity correction: Variable from 0.01 to 1.0
- (e) Ambient / Atmosphere transmission correction: Automatic
- (f) Reflected temperature correction: Automatic
- (g) Thermal sensitivity/ NETD: $<0.05^{\circ}\text{C}$ @ $+ 30^{\circ}\text{C}$ / 50mK
- (h) Frame Rate: 100 Hz / minimum recording speed 10 frames per second.
- (i) Spatial Resolution / FOV: 45° - 60°
- (j) Focus: Automatic

5.3.5 Recording equipment

- (a) When the system is set up in the locomotive cabin, clutter in the cabin such as cables must be limited and installations must comply with the footplate regulations.
- (b) Power supply to the recording equipment and any associated equipment shall be completely independent from the locomotive with an operational endurance exceeding 10 hours and has to be isolated from the locomotive.
- (c) The GPS system tracking functions must exceed 7 satellite signals on average.
- (d) Display functions must include a monitor for the Transnet Infrastructure representative / observer.
- (e) The recording functionality for stop, start and pause must be automated.

5.3.6 The Viewer Unit

- (a) A Software Application shall be made available to the client for the purpose of end user review of all or a part of the thermal recording of the section or report.
- (b) The viewer application software will be used by Rail Network engineering staff and installed on computers at multiple locations at the depot concerned.
- (c) The software shall comply with the security and other requirements set by Transnet's ICT Department. Approval by ICT must be obtained.

5.3.7 Basic features for viewing/reviewing of the thermal recording/reports are to include the following functionalities:

- (a) Quick view slider , play forward , play backward , image stream frame-by-frame, still image, auto temperature range pan view, manual temperature range pan view, colour and grayscale palette toggle.
- (b) Search functions by frame, GPS co-ordinates, Mast pole, incident identifier and temperature highlighter,
- (c) Simultaneous geo-referenced interpolation viewer (eg. Google Earth) with flagged representation of the incidents/faults data must be provided.

- (d) A functionality to review detected faults frame by frame, with the functionality to reselect affected infrastructure by severity, fault temperature and base reference temperature as well as an annotation function for labeling of components.
 - (e) A Report Management which is to include review functionality for the classified faults so that it can be edited if the need arises for the change in Category / priority actions. It should also be able to selectively generate Excel spreadsheets, PDF copies, Statistics, GPS information and image and create AVI files. Search function options must be made available.
 - (f) The electronic report format of the thermal defects must have a direct link to the thermal recorded images. The information format / architecture must not be database driven. The application must be Windows 7 based.
- 5.4 The viewer system must be made available to run on any Rail Network stand-alone or network computer connected on the Transnet Freight Rail information technology platform.
- 5.5 All the captured thermal recording data must be made available on a portable device.
- 5.6 All the recorded data must be stored for a minimum of 1 year or as agreed to during repetitive surveys.
- 5.7 The "Hotspot" faults are to be categorised according to a 5 level index system as stated below:

Hotspot Classification Threshold Table

The classifications indicated in the following table must be used to indicate severity of exceptions:

Fault Level	Fault Category	Relative Temperature Classification °C	Colour Code	Repair Response Priority
5	Critical Fault	≥48		Critical
4	Emergency Fault	37 to 47		Emergency
3	Urgent Fault	32 to 36		Urgent
2	Corrective Fault	27 to 31		Short term
1	Preventative Fault	5 to 26		Medium term

Note: Level 5 fault classification is the highest priority corrective action.

- 5.8 Hotspot temperature range classifications must be structured according to the thermal radiation signatures associated with the OHTE levels of electrical infrastructure component deterioration and must be differentiated between the component relative temperatures in relation to the reference temperature.
- 5.9 A Pantograph interaction defect shall be reported whenever there's a flash/arc due to the following:
- a) hard striking point of the pantograph interacting with the OHTE components or when interfacing with the contact wire.
 - b) overheating contact wire or pantograph due to "no-stagger" of the contact wire.
 - c) any excessive arcing / flashing due to interaction abnormalities.
- All pantograph interaction defects will be classified as critical priority faults.

- 5.10 For the purpose of OHTe IRT scanning of the overhead track equipment, the thermal imaging equipment shall be mounted in a position so as to capture "hotspots" and pantograph – contact wire defects.
- 5.11 The thermal recording equipment shall be capable of reliable operation under the electrically and electromagnetic noisy environment and the mechanical vibration normally associated with electric railway traction locomotives pulling loaded wagons.
- 5.12 Scanning will be undertaken at night, normally 1 hour after sunset up to 1 hour before sunrise.
- 5.13 Only under exceptional appropriate atmospheric conditions such as low cloud base, cool evening temperatures, low atmospheric thermal radiation (i.e. no direct sunlight) it can be agreed by the Thermographer, who has to ensure report consistency and reliability and the Transnet Freight Rail Representative that scanning can take place.
- 5.14 All defect reports must be made available so that it can be easily downloaded to portable devices such as a hand held GPS unit and other mobile devices (e.g. Smartphones, Tablets, etc.). This is to ensure flexible efficiency in locating the defects.
- 5.15 The system should use IRT recording software to record continuous IRT floating data and save it to an on-board data memory device while capturing all the required related data such as continuous GPS positioning.
- 5.16 The GPS coordinates must be provided in two formats:
 - 5.16.1 Decimal Degrees: DDD.DDDDD° - Latitude and Longitude for IAMM system.
 - 5.16.2 Degrees Decimal Minutes: DDD° MM.MMM' - 'S' and 'E' for normal hand held GPS devices.

6.0 REPORT REQUIREMENTS

6.1 GENERAL

This section describes the format in which the defects which are identified are in the format of reports as required by Transnet Freight Rail for purposes of post analysis, verifications, corrective actions and locations of the defects.

6.2 TRANSNET FREIGHT RAIL INFORMATION REQUIREMENTS

- 6.2.1 It is a requirement that all initial data processing is computer or software automated so as to avoid human error or oversight. The process should include quality control methodology and protocols to eliminate false reporting. The original data properties should remain evident for the use of end user.
- 6.2.2 In addition to kilometric beacons with deviations of long and short km-references, masts are numbered sequentially with reference to the kilometric beacon positions, e.g. "23/14" will be the mast number for the 14th mast between km-23 and km-24 beacons.
- 6.2.3 Transnet Freight Rail shall provide the Contractor with the basic information of the mast locations by soft copy format.
- 6.2.4 The contractor shall provide proof of data utilization integrity and technical capability to integrate the data for the mast locations. (be able to do a demonstration application).
- 6.2.5 Transnet Freight Rail does not guarantee the suitability or integrity of the data provided.

- 6.2.6 Any information provided and utilised may only be distributed in a secure encrypted format and may not form part of a commercial reseller product.
- 6.2.7 All spread sheets to be in EXCEL format and no merged cells are allowed.

6.3 FORMAT OF REPORTS

- 6.3.1 The information shall be supplied in three media formats namely hard copy A4 size, compact disc and portable storage device.

- 6.3.2 Hard Copy - Executive Report must consist of the following:

- (a) a post-processed printout report on all Critical and Emergency defects on completion of a depot's area that provides a purified version as to the probable component that is the source of the "hot-spot" as identified,
- (b) a post-processed printout report on completion of a depot's area that provides a purified version on all pantograph interaction arcing / flashes / thermal defects as identified,
- (c) the report cover page displaying depot name, survey date and release date and line name / reference,
- (d) report interpretation guidelines,
- (e) a control Excel database of all fault categories in the format required,
- (f) copy of the site diary,
- (g) Quality Line Index (QLI) calculations defined as for "Hotspots" and Pantograph interaction defects per km per section,

- 6.3.3 Compact Disc and Digital Video Disc format's shall consist of the following:

- (a) contain all of the above including EXCEL spreadsheets (no merged cells allowed),
- (b) PDF printable documents of all 5 of the category fault classifications,
- (c) PDF printable documents of all pantograph interaction defects,
- (d) the electronic image files (JPEG and MPEG/AVI format) of all "hotspot" and pantograph interaction arcing / flashes / thermal discharges for each defect detected a 6 second image sequence file on CD shall be provided, starting 4 seconds before- and ending 2 seconds after the defect.

- 6.3.4 Mobile Portable storage device shall contain:

- (a) all the required information as stated in in 6.3.1 (a) and (b) above,
- (b) the complete thermal recording for the depot for the purpose of reviewing, report management, etc.

6.4 DATA VERIFICATION

- 6.4.1 Transnet may require a verification of the data before acceptance and these details will be described in the project specification.
- 6.4.2 Transnet Freight Rail may prior to payment, sample and perform field verification audit according to technical standards with regards to the faults reported on the physical defect location confirmation (positioning) and the data format compliance.

7.0 PERSONNEL REQUIREMENTS

7.1 QUALIFICATIONS, ROLES AND RESPONSIBILITIES

- 7.1.1 The themographic survey shall be conducted by a minimum Level 1 Thermographer or higher. The Contractor shall indicate on the report the ID of the Thermographer responsible for the scanning and the post processing. The Contractor shall provide certified copies of the Thermographer's certification.
- 7.1.2 The Themographer conducting the survey shall have a valid Category C (Green License) prior to commencement of the Project. This training for the License shall be obtained from Transnet's School of Rail, and the Category C (Green License) through examination by the Examining officer on the respective region. The Contractor shall be responsible for all costs associated with obtaining the License.
- 7.1.3 The pre- and post-processing shall be conducted by minimum Level 2 Thermographer or higher.
- 7.1.4 The Thermographer(s) shall have sufficient knowledge of the components, construction and theory of electrical systems to understand observations.

8.0 TENDER PROCEDURE

- 8.1 The Tenders shall be submitted in accordance with Transnet's tendering method as stated in the Project Specification.
- 8.2 A fully functional system must be available immediately on acceptance of the offer.
- 8.3 No product or prototype testing of any system will be allowed.
- 8.4 The Tenderers may be required to demonstrate the system which they have to offer prior to being awarded the scanning campaign.
- 8.5 The Tenderers must submit all traceable work references or experience related to thermography.
- 8.6 The Tenderers must submit proof of qualification for all their Thermographers who will be conducting the Works as per this Specification.
- 8.7 The Tenderer is required to submit a clause by clause compliance statement with their offer.

9.0 ANNEXURES FORMING PART OF THIS SPECIFICATION.

- Annexure 1: INFORMATION REQUIRED IN DATABASE FORMAT
- Annexure 2: FORMAT FOR HARD COPY EXCEL HOTSPOT REPORT-1
- Annexure 3: FORMAT FOR HARD COPY EXCEL INTERACTION REPORT- 2.
- Annexure 4: FORMAT FOR THERMAL HOTSPOT REPORT 1
- Annexure 5: FORMAT FOR THERMAL INTERACTION REPORT 2
- Annexure 6: STANDARD DESCRIPTIONS OF COMPONENTS.

END

ANNEXURE 1. INFORMATION REQUIRED IN DATABASE FORMAT

Microsoft Excel file format for viewing with Microsoft Office software, and for importing into IAMM viewer:

<i>Parameter</i>	<i>Format, e.g.</i>
Record no.	0001
Date	2004-03-12
Scan no.	1
FIN YEAR	14/15
REGION	Central.
BUSINESS UNIT	CAB
DEPOT	Ladysmith
GPS Latitude	-27.33911629
GPS Longitude	29.84803401
GPS Altitude	1707.22
Section ID	E1H13VC
Line code	C02 – L028
Section description Node 1	Newcastle
Section description Node 2	Ladysmith
Mast location (before fault)	45/2
Mast location (after fault)	45/3
Line (up/down/yards)	Up
Timer display	01:24:34
Kilometer	45
Meter	0.0102
Linked bitmap	LDS_0034 .JPEG
Linked video clip	LDS_0034 .MPEG
Infra red Defect Type	OHTE / Pantograph
Defective component	Catenarysplice / arcing
Relative temperature	16°C
Fault temperature	36°C

ANNEXURE 2. FORMAT OF HARD COPY EXCEL REPORT-1 – INFRA RED HOTSPOT DEFECTS

DEPOT:VRYHEID VRYHEID TO ERMELO LINE 2		HOTSPOT DEFECTS 10 JUNE 2014			
RECORD DATA	RECORD No.	1	2	3	4
	DATE	2014/06/09	2014/06/09	2014/07/18	2014/07/18
	SCAN No.	1	1	1	1
	FIN YEAR	14/15	14/15	14/15	14/15
	REGION	Eastern	Eastern	Eastern	Eastern
	BUSINESS UNIT	COAL	COAL	COAL	COAL
	DEPOT	Vryheid	Vryheid	Vryheid	Vryheid
	RECORD NO.	VHD-EMO-2_0001_00000	VHD-EMO-2_0001_00000	VHD-EML-L2_0001_00000	VHD-EML-L2_0014_00002
DDD° MM'.MMM'	LATITUDE	S27'45.87098	S27'45.998736	S27'46.110643	S26'34.437541
	LONGITUDE	E030'50.773463	E030'50.778342	E030'50.776301	E030'1.640368
DDD.D DDDD°	LATITUDE	-27.76451634	-27.7666456	-27.76851072	-26.57395902
	LONGITUDE	30.84622438	30.84630571	30.84627169	30.02733947
	ALTITUDE	1146	1140	1139	1702
SECTION LOCATION	LINE NAME	Vryheid 2 Ermelo L2	Vryheid 2 Ermelo L2	Vryheid 2 Ermelo L2	Vryheid 2 Ermelo L2
	SECTION ID (Database)	R05A (NEW) No1 VRYHEID OOS - NHLAZATSHE (Excl.)	R05A No1 VRYHEID OOS - NHLAZATSHE (Excl.)	R05A (NEW) No1 VRYHEID OOS - NHLAZATSHE (Excl.)	R03A (NEW) No1 ERMELO - PIET RETIEF
	LINE CODE (Database)	CO5-L208	508	208	204
	LINE FROM	Vryheid	Vryheid	Vryheid	Vryheid
	LINE TO	Ermelo	Ermelo	Ermelo	Ermelo
	LINE(Up/Down/Yard)	Up Vryheid Depot	Up Vryheid Depot	Up Vryheid Depot	Up Vryheid Depot
FAULT DATA	MAST LOC. BEFORE	0/14 (Distance: 4.54m Bearing: 319.6deg)	0/19 (Distance: 11.12m Bearing: 353.15deg)	0/23 (Distance: 37.56m Bearing: 358.95deg)	0/26 (Distance: 9.32m Bearing: 12.68deg)
	MAST LOC. AFTER	0/15 (Distance: 38m Bearing: 180.16deg)	0/20 (Distance: 51.41m Bearing: 179.59deg)	1/1 (Distance: 4.44m Bearing: 167.79deg)	0/26 (Distance: 0.64m Bearing: 188.84deg)
	LINKED BITMAP	VHD-EMO-2_0001_00000.bmp	VHD-EMO-2_0001_00000.bmp	VHD-EML-L2_0001_00000.bmp	VHD-EML-L2_0014_00002.bmp
	LINKED VIDEOCLIP	VHD-EMO-2_0001_00000.avi	VHD-EMO-2_0001_00000.avi	VHD-EML-L2_0001_00000.avi	VHD-EML-L2_0014_00002.avi
	COMPONENT	C Jumper			FCC Jumper
	CATEGORY	D / Minor CF	D / Minor CF	D / Minor CF	B / Critical CF
	Temp of Fault	22.1	16.38	21.27	45.26
	Reference Temp	17.19	11.68	13.04	3.86

**ANNEXURE 3. FORMAT OF HARD COPY EXCEL REPORT-2 – INFRA RED
PANTOGRAPH INTERACTION DEFECTS**

DEPOT:VRYHEID VRYHEID TO ERMELO LINE 2		PANTOGRAPH / CONTACT WIRE INTERACTION DEFECTS 10 JUNE 2014			
RECORD DATA	RECORD No.	1	2	3	4
	DATE	2014/06/09	2014/06/09	2014/07/18	2014/07/18
	SCAN No.	1	1	1	1
	FIN YEAR	14/15	14/15	14/15	14/15
	REGION	Eastern	Eastern	Eastern	Eastern
	BUSINESS UNIT	COAL	COAL	COAL	COAL
	DEPOT	Vryheid	Vryheid	Vryheid	Vryheid
DDD° MM.MMM'	RECORD NO.	VHD-EMO- 2_0001_00000	VHD-EMO- 2_0001_00000	VHD-EML- L2_0001_00000	VHD-EML- L2_0014_00002
	LATITUDE	S27°45.87098	S27°45.998736	S27°46.110643	S26°34.437541
DDD.D DDDD°	LONGITUDE	E030°50.773463	E030°50.778342	E030°50.776301	E030°1.640368
	LATITUDE	-27.76451634	-27.7666456	-27.76851072	-26.57395902
DDD.D DDDD°	LONGITUDE	30.84622438	30.84630571	30.84627169	30.02733947
	ALTITUDE	1146	1140	1139	1702
SECTION LOCATION	LINE NAME	Vryheid 2 Ermelo L2	Vryheid 2 Ermelo L2	Vryheid 2 Ermelo L2	Vryheid 2 Ermelo L2
	SECTION ID (Database)	R05A (NEW) No1 VRYHEID OOS - NHLAZATSHE (Excl.)	R05A No1 VRYHEID OOS - NHLAZATSHE (Excl.)	R05A (NEW) No1 VRYHEID OOS - NHLAZATSHE (Excl.)	R03A (NEW) No1 ERMELO - PIET RETIEF
	LINE CODE (Database)	CO5-L208	508	208	204
	LINE FROM	Vryheid	Vryheid	Vryheid	Vryheid
	LINE TO	Ermelo	Ermelo	Ermelo	Ermelo
	LINE(Up/Down/Yard)	Up Vryheid Depot	Up Vryheid Depot	Up Vryheid Depot	Up Vryheid Depot
FAULT DATA	MAST LOC. BEFORE	0/14 (Distance: 4.54m Bearing: 319.6deg)	0/19 (Distance: 11.12m Bearing: 353.15deg)	0/23 (Distance: 37.56m Bearing: 358.95deg)	0/26 (Distance: 9.32m Bearing: 12.68deg)
	MAST LOC. AFTER	0/15 (Distance: 38m Bearing: 180.16deg)	0/20 (Distance: 51.41m Bearing: 179.59deg)	1/1 (Distance: 4.44m Bearing: 167.79deg)	0/26 (Distance: 0.64m Bearing: 188.84deg)
	LINKED BITMAP	VHD-EMO-2_0001_00000.bmp	VHD-EMO-2_0001_00000.bmp	VHD-EML-L2_0001_00000.bmp	VHD-EML-L2_0014_00002.bmp
	LINKED VIDEOCLIP	VHD-EMO-2_0001_00000.avi	VHD-EMO-2_0001_00000.avi	VHD-EML-L2_0001_00000.avi	VHD-EML-L2_0014_00002.avi
	COMPONENT	Section Insulator	Contact Splice	Neutral Section	Overlap
	Temp of Fault	22.1	16.38	21.27	45.26
	Reference Temp	17.19	11.68	13.04	3.86

ANNEXURE 4. FORMAT OF HARD COPY REPORT-1 OHTE HOTSPOT DEFECT

Images of the overhead wires must be combined in a graphic picture, and the location text superimposed on the graphic. The file must be in the JPEG format. An example of the graphic format is provided as guideline:

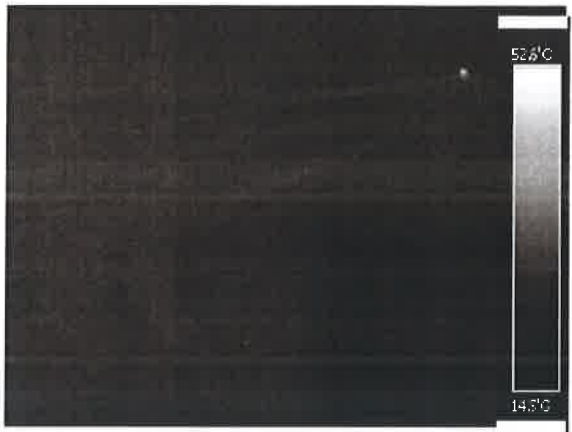
Thermal image**NOTES / ACTIONS**

DATE		2009/03/18
REPORT NO.		DBN_0013
GPS CO-ORDINATES	LATITUDE	S-29,522230
	LONGITUDE	E31,182785
	ALTITUDE	30
IAMM CO-ORDINATES Decimal degrees	LATITUDE	-29,652301
	LONGITUDE	31,485671
SECTION DESCRIPTION	LINE NAME	Durban To Stanger
	LINE FROM Node 1	Durban
	LINE TO Node 2	Stanger
	LINE TYPE	DC / AC
MAST LOC. BEFORE		45/2
MAST LOC. AFTER		45/3
LINKED BITMAP		DBN_0013
LINKED VIDEO CLIP		DBN_0013
COMPONENT		FCC JUMPER
CATEGORY		5
LINE (Up/ Down/Yard)		UP
Temp. of Fault (°C)		56.9
ReferenceTemp. (°C)		20.9
Repairs Undertaken:		
Name: _____		Signature: _____
		Date: _____

ANNEXURE 5. FORMAT OF HARD COPY REPORT-2 - PANTOGRAPH ARCING

Thermal image

NOTES / ACTIONS



DATE		2009/03/18
REPORT NO.		DBN_0013
GPS CO-ORDINATES	LATITUDE	S-29,522230
	LONGITUDE	E31,182785
	ALTITUDE	30
IAMM CO-ORDINATES Decimal degrees	LATITUDE	-29,652301
	LONGITUDE	31,485671
SECTION DESCRIPTION	LINE NAME	Durban To Stanger
	LINE FROM Node 1	Durban
	LINE TO Node 2	Stanger
	LINE TYPE	DC / AC
MAST LOC. BEFORE		45/2
MAST LOC. AFTER		45/3
LINKED BITMAP		DBN_0013
LINKED VIDEO CLIP		DBN_0013
COMPONENT		Pantograph flash
LINE (Up/ Down/Yard)		UP
Temp. of Fault (°C)		56.9
ReferenceTemp. (°C)		20.9
<u>Repairs Undertaken:</u>		
Name: _____		Signature: _____ Date: _____

ANNEXURE 6. STANDARD DESCRIPTIONS OF COMPONENTS

The standard defect descriptions are to be used for compatibility with the IAMM system and have a standard word length with underscore characters for word breaks. No other description may be used. Pick-list compiling is recommended. The information is available to the successful tenderer in electronic format from Transnet Freight Rail.

- 1 Bond_Mast_Rail_Mast_side
- 2 Bond_Mast_Rail_Rail_side
- 3 Bond_Rail_continuity
- 4 Booster_wire_clamp
- 5 Clamp_FCC catenary_side
- 6 Clamp_Catenary_Suspension
- 7 Clamp_Contact
- 8 Clamp_Earth_wire
- 9 Clamp_FCC_contact_side
- 10 Clamp_FCC_feeder_side
- 11 Clamp_Feeder_Suspension
- 12 Distribution_switch_contacts
- 13 Distribution_line_clamp
- 14 Distribution_line_insulator
- 15 Dropper
- 16 Insulator_Cross_Span
- 17 Insulator_Feeder
- 18 Insulator_Strain
- 19 Insulator_Strutt
- 20 Insulator_Suspension
- 21 Insulator_Top
- 22 Jumper_FCC
- 23 Jumper_Contact_Contact
- 24 Jumper_Track_switch
- 25 Multiple_components
- 26 Phase_break
- 27 Pantograph bounce
- 28 Pantograph flash
- 29 Section_insulator
- 30 Splice_Contact
- 31 Splice_Feeder
- 32 Track_switch_contacts
33. Uncertain_Investigate futher

END

10 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.

11 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.

12 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/>.

13 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 (75) 00
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



086 551 4153



reportit@ethicshelpdesk.com



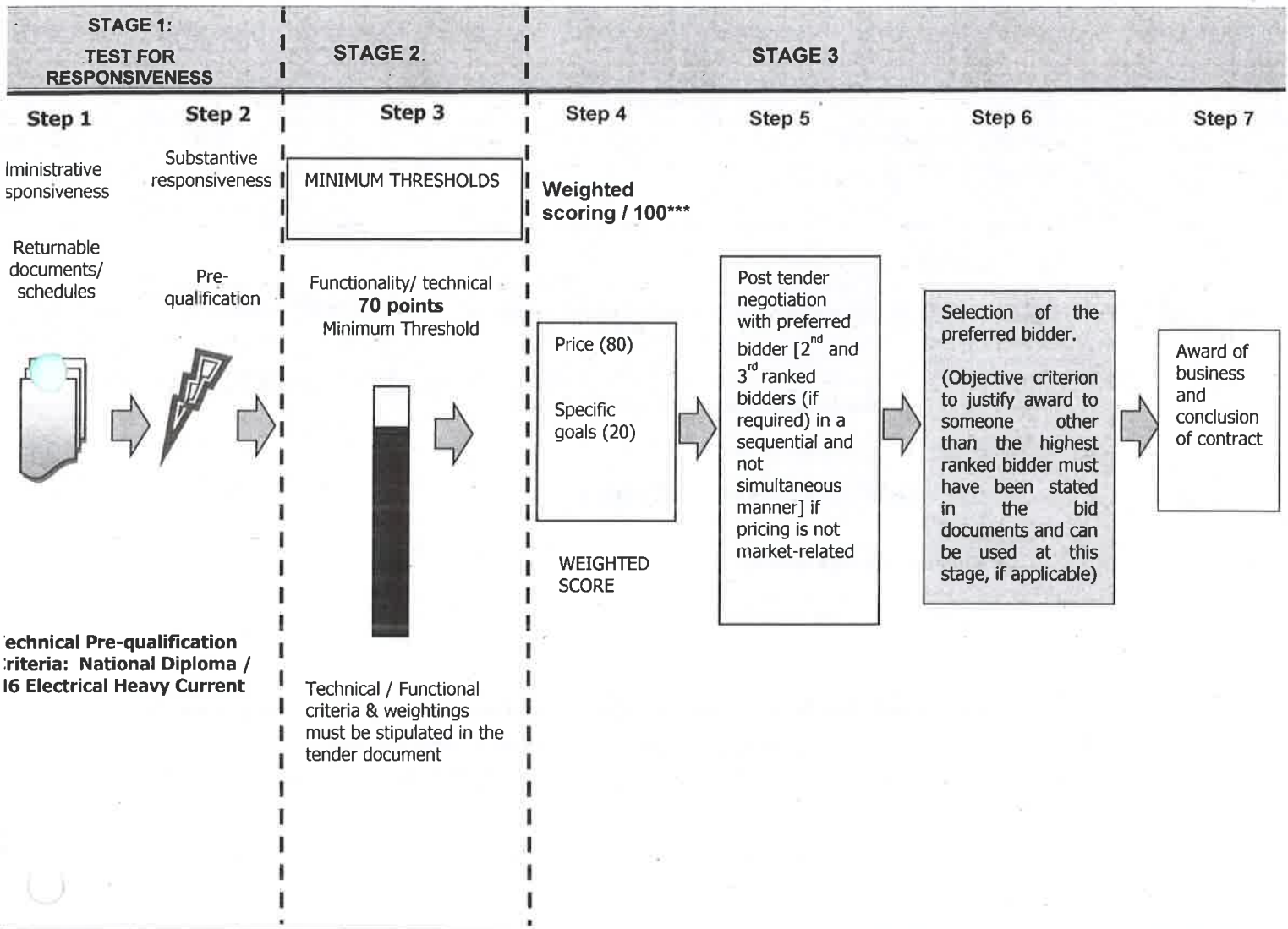
***120*0785980808#**

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:



1.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFQ Reference
• Whether the Bid has been lodged on time	
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	Section 3
• Verify the validity of all returnable documents	Section 3
• Verify if the Bid document has been duly signed by the authorised respondent	All sections

Respondent's Signature

Date & Company Stamp

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
Whether any general and legislation qualification criteria set by Transnet, have been met	<i>All sections</i>
Whether the Bid contains a priced offer	<i>Section 4 - Quotation Form</i>
Whether the Bid materially complies with the scope and/or specification given	<i>All Sections</i>
Proof of registration on the National Treasury Central Supplier Database (CSD)	<i>Section 2, paragraph 13</i>
- Whether any Technical Pre-qualification Criteria have been met as follows: National Diploma / N6 Electrical Heavy Current (Proof must be submitted)	<i>Section 2, clause 9 – (Scope of Work)</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: Minimum Threshold 70 points for Technical Criteria

The test for the Technical and Functional threshold will include the following:

Technical Evaluation Criteria	Points Weightings	Scoring guideline (0 to 5)
Previous Experience	100	5 – More than three years' experience 4 – Three (3) Years' experience 3 – Two (2) Years' experience 2 – One (1) Years' experience 1 – Less than one (1) Years' experience 0 – No Experience
Total Weighting:	100	
Minimum qualifying score required:	70	

Respondents are to note that Transnet will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

The minimum threshold for technical/functionality [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 Criteria** [Weighted score 80 points]:

Evaluation Criteria	RFP 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) Specific Goals [Weighted score 20 point]

- Specific goals claim form
- Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 7, paragraph 3.2 of the specific goals 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.:

Respondent's Signature

Date & Company Stamp

- 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 SIX: Objective Criteria (if applicable)

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder. The objective criteria Transnet may apply in this bid process include:

- Skills Transfer and Capacity Building for Transnet;
- Impact on Transnet's Return on Investment;
- Rotation of Suppliers to promote opportunities for other suppliers, by overlooking a supplier that has been awarded business repeatedly overtime in order to benefit other suppliers in the market;
- the tenderer:
 - is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
 - can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- has the legal capacity to enter into the contract
- is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- complies with the legal requirements, if any, stated in the tender data and
- is able, in the option of the employer to perform the contract free of conflicts of interest.
- all Risks identified during a risk assessment exercise/probity check (which may be conducted by an authorised third party) that would be done to assess all risks, including but not limited to:
 - the financial stability of the bidder based on key ratio analysis, which would include, but not be limited to Efficiency, Profitability, Financial Risk, Liquidity, Acid Test, and Solvency;
 - a due diligence to assess functional capability and capacity. This could include a site visit;
 - A commercial relationship with a Domestic Prominent Influential Person (DPIP) or Foreign Prominent Public Official (FPPO) or an entity of which such person or official is the beneficial owner; and
 - Reputational and Brand risks

1.7 STEP SEVEN: Award of business and conclusion of contract

- 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.

2 Validity Period

Transnet requires a validity period of 90 [Ninety] 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.

3 Disclosure of contract information**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.

4 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 4: Quotation Form (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:

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
Respondent's valid proof of evidence to claim points for compliance with Specific Goals' requirements as stipulated in Section 7 of this RFP (List all specific goals returnable document)	
Previous Experience	
National Diploma / N6 Electrical Heavy Current	

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]
Valid Tax Clearance Certificate with PIN	
SECTION 1: SBD1 Form	
SECTION 3: Evaluation Methodology, Criteria and Returnable Documents	
SECTION 5: Certificate of Acquaintance with RFQ Documents	
SECTION 6: RFQ Declaration and Breach of Law Form	
SECTION 7: Specific Goals Claim Form	
SECTION 8: Protection of Personal Information	
CSD Registration report (Proof attached)	

5 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.

Respondent's Signature

Date & Company Stamp

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.

Respondent's Signature

Date & Company Stamp

Price Schedule

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

No	Description of Services	Unit	Estimated Qty.	Rate (excl. VAT)	Total (excl. VAT) [ZAR]
1	Survey Cycle 1 – Site diary	KM	638		
2	Software installation	EACH	7		
3	Train Cancellation by Transnet Freight Rail	EACH	5		
4	Waiting time for time	HOUR	50		
5	Overtime (Contractor Crew)	HOUR	20		
6	Printed Copies of the Survey report	EACH	7		
7	Hard Drive Results	EACH	1		
8	USB Results	EACH	7		
9	Feedback Session	EACH	7		
10	Accommodation	EACH	18		
11	Transport	KM	2000		
12	P's & G's	EACH	1		
SUB TOTAL (excl. VAT):					
VAT 15%:					
TOTAL (Incl. VAT):					

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.

 Respondent's Signature

 Date & Company Stamp

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.

Respondent's Signature

Date & Company Stamp

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: _____

Respondent's Signature

Date & Company Stamp

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.

BIDDER'S DISCLOSURE (SBD4)

12 PURPOSE OF THE FORM

12.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

12.2 Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

13 Bidder's declaration

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

13.1.1. If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

13.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

13.2.1. If so, furnish particulars:

.....
.....

13.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

13.3.1. If so, furnish particulars:

.....
.....

14 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

14.1 I have read and I understand the contents of this disclosure;

14.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

14.3 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 consortium² will not be construed as collusive bidding.

14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

² 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.

- 14.5 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.
- 14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 14.7 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 12, 13 and 14 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

BREACH OF LAW

12. 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 _____

Respondent's Signature_____
Date & Company Stamp

SECTION 7: SPECIFIC GOALS 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 specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000.

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

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 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;
- (b) B-BBEE Status Level of Contribution.
- (c) Any other specific goal determined in Transnet preferential procurement policy.

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
B-BBEE Level 2	
50% Black Owned Youth	
Total points for Price and Specific Goals must not exceed	100

1.6 Failure on the part of a bidder to submit proof of specific goals 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;

Respondent's Signature

Date & Company Stamp

- (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-BBEE 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 Enterprise 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.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

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

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points

3.2

Selected Specific Goal	Number of points allocated (20)
B-BBEE Level of contributor – Level 2	15
50% Black Youth Owned Entities	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

4.1 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below:

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
>50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability
Entities/Black People living in rural areas	Entity 's Municipal/ESKOM bill or letter from Induna/chief confirming residential address not older than 3 months.
South African Enterprises	CIPC Certificate
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate
Entities that are 51 % Black Owned	CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Promoting exports Orientated for Job creation	Section.....Job Creation Schedule Returnable documents
Local Content and Local Production	Returnable Local Content and production Annexures
NIPP	NIPP Returnable documents
Creation of new jobs and labour intensification	Section.....Job Creation Schedule Returnable documents
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are: I. 30% Black Women owned, 51% Black Youth and 51% Black people with disabilities II. Entities with a specified minimum B-BBEE level (1 and 2) III. EMEs and/or QSEs black-owned	Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area	CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and Proof Registered address of entity

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

Respondent's Signature

Date & Company Stamp

- 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 6.1

- 6.1 B-BBEE Status Level of Contribution: = 20 (based on point distribution per Table 3.2)

6.2

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in table 3.2 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 any of the enterprises below:

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 paragraph 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

Respondent's Signature

Date & Company Stamp

paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If specific goals have 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**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