



**TRANSNET FREIGHT RAIL**  
an Operating Division of  
**TRANSNET SOC LIMITED**  
(Registration No. 1990/000900/30)

## REQUEST FOR QUOTATION (“RFQ”)

**RFQ NUMBER BLE/51828**

Pedb WRAC-BLQ-8936

**AS AND WHEN MAINTENANCE AND BREAKDOWNS OF ELECTRICAL  
INSTALLATIONS/AIR CONDITIONING AND ASSOCIATED EQUIPMENT SERVING  
VARIOUS ASSETS AT BEAUFORT WEST AND SURROUNDING AREAS**

**FOR A PERIOD OF 2 YEARS**

<b>ISSUE DATE</b>	<b>:</b>	<b>7 August 2012</b>
<b>CLOSING DATE</b>	<b>:</b>	<b>14 August 2012</b>
<b>CLOSING TIME</b>	<b>:</b>	<b>10h00</b>

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

\_\_\_\_\_  
Respondent's Signature

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\_\_\_\_\_  
Date and Company Stamp



**RFQ NUMBER BLE/51828**

**AS AND WHEN MAINTENANCE AND BREAKDOWNS OF ELECTRICAL  
INSTALLATIONS/AIR CONDITIONING AND ASSOCIATED EQUIPMENT SERVING  
VARIOUS ASSETS AT BEAUFORT WEST AND SURROUNDING AREAS**

**FOR A PERIOD OF 2 YEARS**

**SCHEDULE OF DOCUMENTS**

**Section**

1. **Notice to Bidders**
2. **a) Background and Overview**  
**b) Scope of Requirements / Project Specifications & Special Conditions**
3. **Quotation Form**
4. **Resolution of Board of Directors (Respondent's Representative)**
5. **Certificate of Acquaintance with RFQ Documents**
6. **Service Fees and Costs**
7. **General Tender Conditions (CSS5 – Services)**
8. **Standard Terms and Conditions of Contract (US7 - Services)**
9. **Certificate of Attendance of RFQ Briefing**

**Annexure:**

- ◆ **Annexure A: Air-Conditioner Servicing Schedule**
- ◆ **E7/1 Specification**
- ◆ **SDF Document**

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Respondent's Signature

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Date and Company Stamp



## SECTION 1

RFQ NUMBER BLE/51828

### AS AND WHEN MAINTENANCE AND BREAKDOWNS OF ELECTRICAL INSTALLATIONS/AIR CONDITIONING AND ASSOCIATED EQUIPMENT SERVING VARIOUS ASSETS AT BEAUFORT WEST AND SURROUNDING AREAS FOR A PERIOD OF 2 YEARS

#### NOTICE TO BIDDERS

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

On or after **30 July 2012** the RFQ documents are obtainable from the office of **Transnet Freight Rail, Supply Chain Services, Tender Admin Support Office, 6<sup>th</sup> Floor, Transnet Park Building, Modderdam Road, Bellville**, on payment of an amount of **R 100.00** (vat inclusive) per set. (**Payment is to be made to Transnet Freight Rail, Standard Bank Account Number 203158598 and Branch Code 004805**). The deposit slip must reflect as reference: **RFQ BLE/51828** and your Company name. Receipt/proof of payment to be presented prior to collection of tender/s. (No proof of payment no tender)

**NOTE:** This amount is not refundable. RFQ documents will only be available until **14:00** on **3 August 2012**.

2. A compulsory briefing session will be conducted in the **Depot Manager Operations Boardroom at the Station Building, Station Street in Beaufort West** on **7 August** at **10:00** for a period of  $\pm$  one hour. (**Respondent to provide own transportation and accommodation**).

Respondents failing to attend the compulsory briefing session will be disqualified.

Respondents without a valid RFQ document in their possession will not be allowed to attend the briefing session.

**The briefing session will start punctually at 10:00.**

**Site inspection: Viewing of the actual site will be discussed at the Briefing Session.**

**Safety on Site:** Reflective Jackets and Safety Shoes to be worn when visiting the site. Without the safety clothing and depending on the environment you will be entering, respondent(s) won't be allowed at the various sites if safety apparel is required.

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

Name	:	G. Barnard Tel: 021-940-3479	Wilbert Rogotta Tel: (021) 940-2001 / Cell: 083 452 6778
Division	:	Supply Chain Services	Real Estate Management
Email	:	<a href="mailto:gaylene.barnard@transnet.net">gaylene.barnard@transnet.net</a>	<a href="mailto:wilbert.rogotta@transnet.net">wilbert.rogotta@transnet.net</a>



3. Quotations must reach the Chairperson, TRANSNET Freight Rail Acquisition Council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

<b>RFQ No</b>	<b>: WR/BLE/51828</b>
<b>Description</b>	<b>: AS AND WHEN MAINTENANCE AND BREAKDOWNS OF ELECTRICAL INSTALLATIONS/AIR CONDITIONING AND ASSOCIATED EQUIPMENT SERVING VARIOUS BUILDINGS AT BEAUFORT WEST AND SURROUNDING AREAS</b>
<b>Closing date and time</b>	<b>: 14 August 2012 at 10h00</b>
<b>Closing address (refer options paragraph 4 below)</b>	

4. **DELIVERY INSTRUCTIONS FOR THIS RFQ**

- 4.1 **If posted**, the envelope must be addressed to the Secretary, Acquisition Council, P.O. Box 2986, Bellville, 7535, and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the RFQ. In the event of the late receipt of a Quotation, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 4.2 **If delivered by hand**, the envelope is to be deposited in the TRANSNET tender box which is located at the Main entrance, Transnet Park Building, Modderdam Road, Bellville, and should be addressed as follows:

THE SECRETARY  
ACQUISITION COUNCIL  
GROUND FLOOR  
TRANSNET PARK BUILDING  
MODDERDAM ROAD  
BELLVILLE

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

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

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

THE SECRETARY  
ACQUISITION COUNCIL  
GROUND FLOOR  
TRANSNET PARK BUILDING  
MODDERDAM ROAD  
BELLVILLE



5. **Please note that this RFQ closes punctually at 10:00 on Tuesday 14 August 2012.**
6. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."
7. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
8. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
9. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. service fees, deliverables, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
10. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope. All envelopes must reflect the return address of the Respondent on the reverse side.
11. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 22 (*Alterations made by the Respondent to Tendered Prices*) of the General Tender Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.
12. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")**

TRANSNET fully endorses and supports the South African Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including and not limited to enterprise development, subcontracting and Joint Ventures) as part of their tender response.

Transnet would accordingly allow a "preference" in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended) to companies who provide a BBBEE accreditation Certificate. All procurement and disposal transactions in excess of R30000 will be evaluated accordingly. All transactions below R30000 will as far as possible be earmarked for EME's.

TRANSNET consequently urges Respondents (Large enterprises and QSE's – see below) to have themselves duly accredited by any one of the Accreditation Agencies [approved](#) by SANAS (South African National Accreditation System, under the auspices of the DTI).

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

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

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Respondent's Signature

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Date and Company Stamp



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

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

- (a) **Large Enterprises (i.e. annual turnover >R35 million):**
  - Rating level based on all 7 (seven) elements of the BBBEE scorecard
  - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (b) **Qualifying Small Enterprises – QSE (i.e. annual turnover >R5 million but <R35 million):**
  - Rating based on any 4 (four) of the elements of the BBBEE scorecard
  - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**
  - Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
  - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition
  - EME's should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers

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

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

**Turnover:** Indicate your company's most recent annual turnover:

R.....

- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership



- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rating agency.

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

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

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

**12.5** The respondent will provide Transnet with its DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

**DTI BBBEE UNIQUE PROFILE NUMBER:**  
.....

**12.6** Failure to submit your BBBEE information will result in a score of zero being allocated for BBBEE evaluation

### **13. COMMUNICATION**

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

A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFQ to the Transnet employee as indicated in clause 2 above, and may also at any time after the closing date of the RFQ, communicate with the Secretary of the Acquisition Council, at telephone number (021) 940-3479 or fax no (021) 940-3883 on any matter relating to its RFQ response.

### **14. RFQ SCHEDULE**

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



**15. INSTRUCTIONS FOR COMPLETING THE RFQ**

- (i) Sign documents (sign and date the bottom of each page). This will serve as the legal and binding copy.
- (ii) Documents to be submitted to the address specified above.
- (iii) The following returnable documents must accompany all Quotations:
  - Respondent's latest audited financial statements;
  - Respondent's valid Tax Clearance Certificate
  - Letter of Good Standing

**16. COMPLIANCE**

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

**17. ADDITIONAL NOTES:**

- All returnable documents as indicated in the Quotation Form (Section 3) must be returned with the response
- Changes by the Respondent to its submission will not be considered after the closing date
- The person or persons signing the Quotation must be legally authorised by the Respondent to do so (Refer Section 4). A list of those person(s) authorised to negotiate on your behalf (if not the authorised signatories) must also be submitted along with the Quotation together with their contact details.
- All prices must be quoted in South African Rands
- Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents and may wish to visit the Respondent's place of work during this process.

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

<p><b>FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS MAY RESULT IN A QUOTATION BEING REJECTED</b></p>
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**18. DISCLAIMERS**

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

- modify the RFQ's Services and request Respondents to re-bid on any changes
- reject any Quotation which does not conform to instructions and specifications which are detailed herein
- disqualify Quotations submitted after the stated submission deadline



- not necessarily accept the lowest priced Quotation
- reject all Quotations, if it so decides
- award a contract in connection with this Quotation at any time after the RFQ's closing date
- award only a portion of the proposed Services which are reflected in the scope of this RFQ
- split the award of the contract between more than one Supplier
- make no award of a contract

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

#### 19. LEGAL REVIEW

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

Respondents to complete this section:

NAME OF RESPONDENT .....

PHYSICAL ADDRESS .....

Respondent's contact person: Name.....

Designation.....

Telephone.....

Cell Phone.....

Facsimile.....

Email.....

Website.....

#### 20. SUBSTANCE ABUSE TESTING

The OHSA (Act 85 of 1993) clearly states in the Safety Regulations no. **2A "INTOXICATION" An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace**". Transnet Freight Rail enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters their premises.

Respondent's Signature

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Date and Company Stamp



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

**“PREVIEW COPY ONLY”**

\_\_\_\_\_  
Respondent's Signature

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Date and Company Stamp



## SECTION 2 (a)

RFQ NUMBER BLE/51828

### **AS AND WHEN MAINTENANCE AND BREAKDOWNS OF ELECTRICAL INSTALLATIONS/AIR CONDITIONING AND ASSOCIATED EQUIPMENT SERVING VARIOUS ASSETS AT BEAUFORT WEST AND SURROUNDING AREAS**

**FOR A PERIOD OF 2 YEARS**

#### **BACKGROUND AND OVERVIEW**

**1. BACKGROUND**

This contract covers the **As and When Maintenance and Breakdowns of Electrical Installations/Air Conditioning and Associated Equipment Serving the Various Assets at Beaufort West and Surrounding Areas** or other work arising out of or incidental to the above, or required of the contractor for the proper completion of the works in accordance to the true meaning and intent of the contract documents.

**2. SCOPE OF REQUIREMENTS / PROJECT SPECIFICATIONS**

Refer to section 2b for the Project Specifications.

**3. GENERAL INFORMATION**

Refer to section 2b for General Information and/or Special Conditions.

**4. EXCHANGE AND REMITTANCE**

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

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Respondent's Signature

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Date and Company Stamp



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

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

(c) Beneficiary details :

Name (Account holder) .....

Bank (Name and branch code).....

Swift code .....

Country .....

(d) ..... (Applicable date of Exchange Rate used)

**5. NATIONAL RAILWAY SAFETY REGULATOR ACT**

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

**Accepted:**

YES	
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NO	
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**6. SERVICE LEVELS**

- Experienced national account representative/s to work with Transnet's sourcing/procurement department (no sales representatives are needed for individual department/locations). Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- Transnet will have quarterly reviews with the Supplier's account representative on an ongoing basis.

Respondent's Signature

Date and Company Stamp



- Transnet reserves the right to request that any member of the Supplier's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- Supplier guarantees that it will achieve a 95% service level on the following measures. If the Supplier does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly fees payable in the next quarter:
  - On-time deliverables
- Supplier must provide a toll-free number or alternative number for customer service calls.
- Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty, giving 30 (thirty) days' notice to the Supplier.

**Accepted:**

YES	
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NO	
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**7. CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD**

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

**Accepted:**

YES	
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NO	
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If "yes", please specify.

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



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**8. RISK**

Respondents must elaborate on the control measures put in place by their company, which mitigate the risk to Transnet, pertaining to potential non-performance by a Supplier in relation to -

(i) quality of the Service(s) provided:

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\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



(ii) continuity of provision of the Service(s) (refer clause 6.9 of Form US7):

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

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

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**9. REFERENCES**

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

Name of Company	Contact Person	Telephone number

\_\_\_\_\_  
 Respondent's Signature

\_\_\_\_\_  
 Date and Company Stamp



## 10. EVALUATION CRITERIA

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

- Pricing (fees) - Whilst not the sole factor for consideration, competitive pricing will be critical in indicating how much you value Transnet's business
- Service level guarantees
- An explicit commitment to continuous improvement initiatives
- Compliance - Completeness of your responses and content of the Quotation will be considered
- Financial strength
- References
- Fixed price for one year
- BBBEE status of company
- Registered at ECA (attach proof)
- Electrician in Permanent Employment (attach proof)

“PREVIEW COPY ONLY”

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Respondent's Signature

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Date and Company Stamp



## SECTION 2 (b)

RFQ NUMBER BLE/51828

### AS AND WHEN MAINTENANCE AND BREAKDOWNS OF ELECTRICAL INSTALLATIONS/AIR CONDITIONING AND ASSOCIATED EQUIPMENT SERVING VARIOUS ASSETS AT BEAUFORT WEST AND SURROUNDING AREAS

FOR A PERIOD OF 2 YEARS

#### SCOPE OF REQUIREMENTS / PROJECT SPECIFICATIONS

##### 1. DEFINITIONS

- 1.1 **Emergency Work** – means unforeseen maintenance work that needs to be repaired urgently.
- 1.2 **Day to Day work** – means maintenance work, which unlike emergency work, is not classified as urgent
- 1.3 The Contractor must commence **Emergency Work** within two hours of notification.
- 1.4 The Contractor must commence **Day to Day work** within twenty-four hours of notification.

##### 2. EXTENT OF WORK

The following shall apply. The Contractor must be competent in all the following work disciplines:

- 2.1 Air-conditioning plant and associated equipment.
- 2.2 Air-conditioning units (Window / wall, split and Console etc).
- 2.3 Electrical light and heavy current.
- 2.4 Identification of and repairs to cables.
- 2.5 Electrical Installation work as per SANS 10142-1

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Respondent's Signature

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Date and Company Stamp



### 3. MAINTENANCE AND BREAKDOWNS

3.1 The Project Manager will issue a written instruction to the Contractor before work can commence. Where work is of an emergency nature, the Project Manager may give a verbal instruction that must be confirmed in writing. No work must be performed without a **reference number**.

### 4. PLEASE NOTE

Procedure after fault finding:

- 4.1 Complete fault list and submit with quotation/authority form.
- 4.2 Two/Three quotations from supplier's (material) required and submit with quotation/authority form.
- 4.3 Complete quotation/authority form and hand it to the Project co-ordinator to acquire authority before commencing any repair work or additional work.
- 4.4 Hours worked and distances travelled indicated on the quotation/authority form by the Contractor, will be negotiable between the Project Manager and the Contractor.

### 5. GENERAL

- 5.1 The Contractor must not turn off any Electrical or water supply without obtaining permission from the Depot Manager.
- 5.2 The Contractor must be in possession of or have access to a cellular phone and a facsimile machine.
- 5.3 The Contractor will be responsible for his own measurements.
- 5.4 Left over material, rubble and electrical equipment stripped by the contractor are to be removed from site by the Contractor as his property.
- 5.5 The premises shall be left perfectly clean after completion of the work, before payment will be made.
- 5.6 Contractor will supply all equipment and material. The Project Manager will monitor prices of material on a regular basis.
- 5.7 The Contractor shall include for the proper completion of the work as described and shall allow for all cost incurred.

“PREVIEW COPY ONLY”

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Respondent's Signature

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Date and Company Stamp



## SPECIAL CONDITIONS

### 1. SCOPE OF WORK

This contract covers the **As and When Maintenance and Breakdowns of Electrical Installations/Air Conditioning and Associated Equipment Serving the Various Assets at Beaufort West and Surrounding Areas** or other work arising out of or incidental to the above, or required of the contractor for the proper completion of the works in accordance to the true meaning and intent of the contract documents. The work will be done by an Accredited Electrician which is registered at ECB. All Work to be accompanied with a Certificate of Compliance (Free of charge).

### 2. TO BE SUPPLIED BY THE CONTRACTOR

Except where otherwise specified, the Contractor shall supply all labour, transport, plant, equipment, tools, services required for the carrying out and completion of the work included in this contract.

### 3. ELECTRICITY AND WATER

Water and electricity will be supplied free of charge by Transnet Freight Rail. A continuous supply of water and electricity can however not be guaranteed. The Contractor shall at his own cost arrange for connections and extensions (if necessary) to existing supplies and for the removal of these connections and extensions on completion of the contract.

### 4. DURATION OF CONTRACT

The contract values will not exceed **R 350,000.00 (Three hundred and fifty thousand rand)** and the duration will not exceed **2 years**, whichever occurs first. The period commences from the date when approval was granted to the Contractor to proceed with the work and includes all weekends and public holidays.

Should the cumulative amount spent approach the **R 350,000.00** limits, the issue of work will be curtailed.

Transnet Freight Rail reserves the right to terminate the contract at any time should the use of the contract no longer be required.

### 5. MAINTENANCE PERIOD (GUARANTEE)

The contractor must, at his own expense, make good to the satisfaction of the Project Manager all defective materials and workmanship which may manifest itself within a period of **three months** after completion of work.

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Respondent's Signature

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Date and Company Stamp



**6. PENALTIES**

Transnet Freight Rail retains the right to cancel any order, which is not attended to as in the specification, executed by others without prior notice and recover the difference in cost, if any, from the contractor. A penalty for late completion of **R200.00 (Two Hundred Rand)** per calendar day will be charged.

**7. LABOUR**

The sole responsibility for the work as specified in the project specification, shall rest entirely with the Contractor, who shall be required to undertake rectification of any defects, which become apparent within the period as defined above. The Contractor shall make good to the satisfaction of Transnet Freight Rail any defects which may arise during inspection.

**8. PAYMENT**

When making a claim for payment, the Contractor shall submit an informal claim for the consideration of the Manager. Only upon agreement being reached on the amount to be included in the payment certificate, will the Contractor be required to submit a complete and correct Tax Invoice. Payment will be effected on or before the end of the calendar month following the calendar month in which the work was performed.

**Please note:** The Contractor must indicate on his Tax Invoice Transnet Freight Rail's contract number, purchase order number, description of the work, labour amount, material amount, kilometers traveled and the amount claimed (attach copy of material tax invoice).

**9. SAFETY ON WORK SITE (ACT NUMBER 85 OF 1993)  
ENVIRONMENT CONSERVATION ACT (ACT No.73 OF 1989)**

For the purposes of the Occupational Health and Safety Act, (Act Number 85 of 1993) and the Environment Conservation Act, (Act No.73 of 1989) the site is transferred, for the duration of the contract, to the control of the Contractor as if it is his property. As employer, he is in every respect responsible for the compliance with the provisions of these Acts, as well as the application of General Administrative Regulation 13 to the employees of Transnet Freight Rail who visit the site.

**10. DAMAGE TO PROPERTY AND/OR SERVICES**

The contractor shall take adequate precaution against damage to existing assets and injury to persons during the course of the contract. The successful tenderer will be responsible for the repairs and/or the costs incurred in such repairs to any damages caused to Transnet Freight Rail's property by the successful tenderer's staff while carrying out the required work.

**11. SUPERVISION**

The Manager will provide overall superintendence of the work and may direct the Contractor in terms of the provisions of the contract.

Transnet Freight Rail will notify the successful contractor, in writing, of the name of the Project Manager who will supervise and take charge of the contract. The Contractor must at all times, only take instructions from the appointed Project Manager and nobody else.



The Contractor must be in possession of or have access to a cellular phone and a facsimile machine.

**12. MATERIALS**

Only materials of the best quality (SANS/SABS approved) are to be used in the execution of the contract and the work is to be performed in a proper professional manner to the full satisfaction of Transnet Freight Rail.

**13. CANCELLATION OF CONTRACT**

In the event of non-performance and/or non-adherence to the specifications by the Contractor, Transnet Freight Rail reserves the right to terminate the contract immediately.

**14. AMENDMENTS AND/OR ADDITIONS**

Transnet Freight Rail reserves the right to add or withdraw any part of the work specified at any time. No amendments, variations and/or additions to the contract shall, however, be of any force or effect unless reduced to writing and signed by both parties.

**15. HOUSING OF EMPLOYEES**

Accommodation of the Contractor's employees on site will not be permitted and the Contractor shall make his own arrangements.

**16. TOILET FACILITIES**

Use of existing toilet facilities will be permitted.

**17. ESCALATION OF COST**

This contract will not be subjected to cost escalation.

**18. WAGE REGULATING MEASURES**

The Contractor shall acquaint himself with any relevant wage regulating measure and/or statutory enactment which may be in force or may be contemplated, and which will affect conditions of employment during the progress of the contract, and he shall give effect to the provisions of such wage regulating measure and/or statutory enactment as they come into force.

**19. SUBLETTING OF THE CONTRACT**

The successful tenderer shall not be permitted to sublet the contract. Only persons directly employed by the Contractor shall carry out the electrical work. Any other secondary work performed by Sub-contractor must be approved by the Project Manager.



### SECTION 3

RFQ NUMBER BLE/51828

### AS AND WHEN MAINTENANCE AND BREAKDOWNS OF ELECTRICAL INSTALLATIONS/AIR CONDITIONING AND ASSOCIATED EQUIPMENT SERVING VARIOUS ASSETS AT BEAUFORT WEST AND SURROUNDING AREAS

FOR A PERIOD OF 2 YEARS

#### QUOTATION FORM

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

of (full address) \_\_\_\_\_

carrying on business under style or title of (trading as) \_\_\_\_\_

represented by \_\_\_\_\_

in my capacity as \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



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

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

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

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

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

Respondent to indicate *domicillium citandi et executandi* hereunder.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### NOTIFICATION OF AWARD OF RFQ

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

#### VALIDITY PERIOD

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

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



**TAX (VAT) REGISTRATION NUMBER**

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

\_\_\_\_\_

**TAX CLEARANCE CERTIFICATE**

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

Indicate tax clearance certificate expiry date: \_\_\_\_\_

**BANKING DETAILS**

BANK: \_\_\_\_\_

BRANCH NAME / CODE: \_\_\_\_\_

ACCOUNT HOLDER: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

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

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

- (i) Registration number of company / C.C. ....
- (ii) Registered name of company / C.C. ....
- (iii) Full name(s) of director/member(s)      Address/Addresses      ID Number/s

	Address/Addresses	ID Number/s
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

**REGISTRATION CERTIFICATE**

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

\_\_\_\_\_  
Respondent’s Signature

\_\_\_\_\_  
Date and Company Stamp



**NAME AND ADDRESS OF ACCREDITED AGENT**

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

Name	.....
Address	..... .....

**CONFIDENTIALITY**

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

**DISCLOSURE OF PRICES TENDERED**

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

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

**DECLARATION**

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

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

If YES, please indicate below:

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

ADDRESS

---



---



---

Indicate nature of relationship (if any):

---



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\_\_\_\_\_  
 Respondent’s Signature

\_\_\_\_\_  
 Date and Company Stamp



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

**PRICE REVIEW**

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

**RETURNABLE DOCUMENTS**

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

Notice to Bidders – Section 1	√
Background and Overview – Section 2 (a)	√
Scope of Requirements / Project Specifications & Special Conditions – Section 2 (b)	√
Quotation Form – Section 3	√
Resolution of Board of Directors (Respondent’s Representative) – Section 4	√
Certificate of Acquaintance with RFQ Documents – Section 5	√
Service Fees and Costs - Section 6	√
General Tender Conditions - Form CSS5 – Section 7	√
Conditions of Contract - Form US7 – Section 8	√
Certificate of attendance of RFQ Briefing – Section 9	√
Audited Financials for previous year	√
Valid Tax Clearance Certificate (Original/Certified Copy)	√
VAT Registration Certificate (Original/Certified Copy)	√
BBBEE Accreditation Certificate (Original/Certified Copy)	√
Letter of Good Standing from Compensation Commissioner (Original/Certified Copy)	√
Letter from auditor / accounting officer confirming annual turnover, percentage black ownership & black woman ownership (if turnover less than R5m p/a)	√
Annexure A: Air-Conditioner Servicing Schedule	√
E7/1 Specification	√
SDF Document	√

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

\_\_\_\_\_  
 Respondent’s Signature

\_\_\_\_\_  
 Date and Company Stamp



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

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1 \_\_\_\_\_ 1 \_\_\_\_\_  
\_\_\_\_\_

2 \_\_\_\_\_ 2 \_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME  
\_\_\_\_\_

DESIGNATION  
\_\_\_\_\_

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



**SECTION 4**

**RFQ NUMBER BLE/51828**

**AS AND WHEN MAINTENANCE AND BREAKDOWNS OF ELECTRICAL  
INSTALLATIONS/AIR CONDITIONING AND ASSOCIATED EQUIPMENT SERVING  
VARIOUS ASSETS AT BEAUFORT WEST AND SURROUNDING AREAS**

**FOR A PERIOD OF 2 YEARS**

**SIGNING POWER: RESOLUTION OF BOARD OF DIRECTORS**

NAME OF COMPANY: \_\_\_\_\_

It was resolved at a meeting of the Board of Directors held on \_\_\_\_\_ that

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

in his/her capacity as indicated above is/are hereby authorised to enter into, sign, execute and complete any documents relating to Tenders, Quotations and/or Contracts for the supply of Goods.

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE CHAIRMAN

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE SECRETARY

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



## SECTION 5

RFQ NUMBER BLE/51828

**AS AND WHEN MAINTENANCE AND BREAKDOWNS OF ELECTRICAL  
INSTALLATIONS/AIR CONDITIONING AND ASSOCIATED EQUIPMENT SERVING  
VARIOUS ASSETS AT BEAUFORT WEST AND SURROUNDING AREAS**

**FOR A PERIOD OF 2 YEARS**

### CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

NAME OF COMPANY: \_\_\_\_\_

I/We \_\_\_\_\_ do

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

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ **2012**

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



## SECTION 6

RFQ NUMBER BLE/51828

**AS AND WHEN MAINTENANCE AND BREAKDOWNS OF ELECTRICAL  
 INSTALLATIONS/AIR CONDITIONING AND ASSOCIATED EQUIPMENT SERVING  
 VARIOUS ASSETS AT BEAUFORT WEST AND SURROUNDING AREAS  
 FOR A PERIOD OF 2 YEARS  
SERVICE FEES AND COSTS**

<i>Description</i>	<i>Rate</i>	<i>Amount</i>
<b>MATERIAL</b>		
Handling cost of material	%	
Handling cost when Sub Contractor performing work as authorized by Project Manager	%	
Rate for service AC Split unit as per Annexure A	R	
Rate for hiring ID equipment for cable fault tracing (per day)	R	
Rate for Electrician driving LDV with Labourer as passenger for 200 km	R	
<b>NORMAL WORKING HOURS</b>		
Labour rate per hour for Supervisor	R	
Labour rate per hour for Artisan	R	
Labour rate per hour for Labourer	R	
Travelling per kilometre	R	
<b>AFTER HOURS, WEEKENDS AND PUBLIC HOLIDAYS</b>		
Labour rate per hour for Supervisor	R	
Labour rate per hour for Artisan	R	
Labour rate per hour for Labourer	R	
Travelling per kilometre	R	
<b>TOTAL (Exclusive of Vat)</b>	<b>R</b>	

Respondent's Signature

Date and Company Stamp



**Amount tendered in words:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Exclusive of VAT)

**Escalation % after 12 months will be determined by CPI**

“PREVIEW COPY ONLY”

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



## SECTION 7

RFQ NUMBER BLE/51828

**AS AND WHEN MAINTENANCE AND BREAKDOWNS OF ELECTRICAL  
INSTALLATIONS/AIR CONDITIONING AND ASSOCIATED EQUIPMENT SERVING  
VARIOUS ASSETS AT BEAUFORT WEST AND SURROUNDING AREAS**

**FOR A PERIOD OF 2 YEARS**

### **GENERAL TENDER CONDITIONS - SERVICES**

**Refer Form CSS5 - Copy available on request.**

*"It is the responsibility of the Tenderer to ensure they are familiar with Form CSS5."*

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Respondent's Signature

32

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Date and Company Stamp



## SECTION 8

RFQ NUMBER BLE/51828

**AS AND WHEN MAINTENANCE AND BREAKDOWNS OF ELECTRICAL  
INSTALLATIONS/AIR CONDITIONING AND ASSOCIATED EQUIPMENT SERVING  
VARIOUS ASSETS AT BEAUFORT WEST AND SURROUNDING AREAS**

**FOR A PERIOD OF 2 YEARS**

**STANDARD TERMS AND CONDITIONS OF CONTRACT**

**FOR THE PROVISION OF SERVICES TO TRANSNET**

**Refer Form US7 - Copy available on request.**

*"It is the responsibility of the Tenderer to ensure they are familiar with Form US7."*

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

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

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Respondent's Signature

33

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Date and Company Stamp



## SECTION 9

RFQ NUMBER BLE/51828

**AS AND WHEN MAINTENANCE AND BREAKDOWNS OF ELECTRICAL  
INSTALLATIONS/AIR CONDITIONING AND ASSOCIATED EQUIPMENT SERVING  
VARIOUS ASSETS AT BEAUFORT WEST AND SURROUNDING AREAS**

**FOR A PERIOD OF 2 YEARS**

### CERTIFICATE OF ATTENDANCE OF SITE MEETING / BRIEFING SESSION

It is hereby certified that -

1. ....
2. ....

Representative(s) of .....  
(name of company)

attended the site meeting / briefing session in respect of the proposed Goods to be rendered in terms  
of this RFQ on .....2012.

.....  
TRANSNET'S REPRESENTATIVE

.....  
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp