



Transnet Freight Rail, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as Transnet]

**REQUEST FOR QUOTATION (RFQ) No : ERAC VYG 17866 FM500**

**FOR THE PROVISION OF: PROTECTION TESTING AT 25 KV TRACTION  
SUBSTATION, TRACTION SECTION STATION (T.S.S),  
11 KV TRANSMISSION AND DISTRIBUTION  
SUBSTATION AT VRYHEID DEPOT FOR A PERIOD OF  
TWENTY FOUR MONTHS**

**FOR DELIVERY TO: VRYHEID**

**ISSUE DATE: 2015 JUNE 08<sup>th</sup> TO 2015 JUNE 18<sup>th</sup>**

**COMPULSORY BRIEFING SESSION WILL BE AS FOLLOW:**

**DATE : 19<sup>th</sup> JUNE 2015 AT 11:00AM**

**VENUE : 4 KIWIIET STREET MALAHLE HOUSE  
EMPANGENI (BOARDROOM 253)**

**CLOSING DATE: 2015 JUNE 25<sup>th</sup>**

**CLOSING TIME: 10:00AM**



RFQ for the Provision of [Protection testing at 25 KV traction substation, traction section station (T.S.S), 11 KV transmission and distribution substation at Vryheid depot for a period of twenty four months]

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

Telephone 011 544 9486

Email: Prudence.Nkabinde@transnet.net

#### **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 Changes to Quotations**

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

#### **6 Pricing**

All prices must be quoted in South African Rand on a fixed price basis for twelve months, excluding VAT. Prices will be fixed for twelve (12) months from date of award, thereafter adjustment will apply for the second year.

#### **7 Prices Subject to Confirmation**

Prices quoted which are subject to confirmation will not be considered.

#### **8 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.

#### **9 Disclaimers**

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 or accept 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;
  - reject all Quotations, if it so decides;
  - 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 / service/s 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 ;
- or
- make no award at all.

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract.

Transnet reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

Respondent's Signature

Date & Company Stamp

Transnet reserves the right to conduct Post Tender Negotiations (PTN) with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's discretion, any evaluation criteria listed in the RFQ document.

Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, Transnet reserves the right to award the business to the next highest ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price.

**10 Specification/Scope of Work**

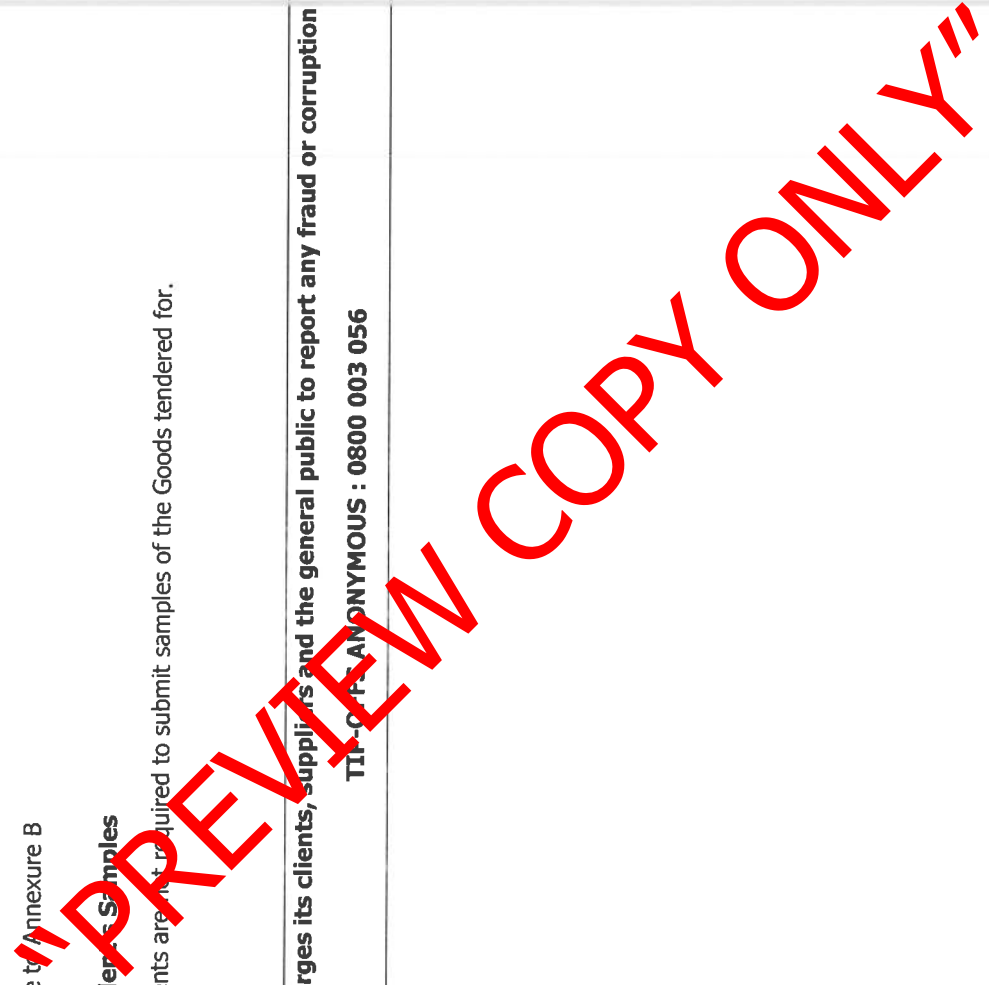
Reference to Annexure B

**11 Respondent's Samples**

Respondents are not required to submit samples of the Goods tendered for.

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

**TIP-CRIPS ANONYMOUS : 0800 003 056**



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

\_\_\_\_\_  
Date & Company Stamp

<p><b>RFQ FOR THE PROVISION OF: PROTECTION TESTING AT 25 KV TRACTION SUBSTATION, TRACTION SECTION STATION (T.S.S), 11 KV TRANSMISSION AND DISTRIBUTION SUBSTATION AT VRYHEID DEPOT FOR A PERIOD OF TWENTY FOUR MONTHS</b></p> <p><b>CLOSING VENUE: INYANDA HOUSE 1, 21 WELLINGTON ROAD, PARKTOWN, GAUTENG</b></p> <p><b>CLOSING DATE &amp; TIME: 23rd JUNE 2015</b></p> <p><b>VALIDITY PERIOD: 90 Business Days</b></p>
---

## SECTION 2 EVALUATION CRITERIA AND RETURNABLE DOCUMENTS

### 1 Evaluation Criteria

Transnet will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider, if so required:

<b>Criterion/Criteria</b>	<b>Explanation</b>
<b>Administrative responsiveness</b>	Completeness of response and returnable documents
<b>Substantive responsiveness</b>	<p>Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.</p> <ul style="list-style-type: none"> <li>• All items on the Pricing Schedule should be priced; if not it will result in a bid being disqualified</li> <li>• 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 could result in a bid being disqualified.</li> </ul>
<b>Functionality Threshold</b>	As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as threshold with a prescribed percentage threshold of 70%. Machinery to execute project, capacity to meet delivery schedule, previous experience, safety plan and quality plan and qualification of test officer will be considered as part of the technical evaluation[complete Annexure B – Technical Questionnaire]
<b>Final weighted evaluation based on 80/20 preference point</b>	<ul style="list-style-type: none"> <li>• Pricing and price basis [firm for twelve months]</li> <li>• B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.</li> </ul>

Respondent's Signature

Date & Company Stamp

**2 Validity Period**

Transnet desires a validity period of 90 [ninety] Business Days from the closing date of this RFQ.  
 This RFQ is valid until \_\_\_\_\_.

**3 Disclosure of Prices Quoted**

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

YES  NO

**4 Returnable Documents**

**Returnable Documents** means all the documents, Sections and Annexures, as listed in the tables below.

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

a) Respondents are required to submit with their Quotations the **mandatory Returnable Documents**, as detailed below.

**Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.**

Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the tables below:

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 3 : Quotation Form	
ANNEXURE B: TECHNICAL SUBMISSION / QUESTIONNAIRE	

b) In addition to the requirements of section (a) above, Respondents are further required to submit with their Quotations the following **essential Returnable Documents** as detailed below.

**Failure to provide all these Returnable Documents may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these documents are returned with their Quotations.**

Essential Returnable Documents	Submitted [Yes or No]
SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Form	
- Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a	

Respondent's Signature

Date & Company Stamp

**Returnable Document**

Essential Returnable Documents	Submitted [Yes or No]
separate Tax Clearance Certificate for each party]	
ANNEXURE A – B-BBEE Preference Points Claim Form	

**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 Tax Clearance Certificate and valid B-BBEE Verification Certificate, 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 forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

PREVIEW COPY ONLY

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

\_\_\_\_\_  
Date & Company Stamp

**Returnable Document****SECTION 3  
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 mentioned and/or 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, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/services 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, fresh and/or having to accept any less favourable offer.

**Price Schedule**

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

Item No	Description of Goods /Services	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
1	Protection testing & SF6 gas analyses 25kv Moolman traction substation as per attached	Ea	9		
2	Protection testing & SF6 gas analyses 25kv Hlungwana traction substation as per attached	Ea	9		
3	Protection testing & SF6 gas analyses 25kv Dumba traction substation as per attached	Ea	9		
4	Protection testing & SF6 gas analyses 25kv Mgabe traction substation as per attached	Ea	9		
5	Protection testing & SF6 gas analyses 25kv Sikame traction substation as per attached	Ea	9		
6	Protection testing & SF6 gas analyses 25kv Wildrand traction substation as per attached	Ea	9		
7	Protection testing & SF6 gas analyses 25kv Iswepe traction substation as per attached	Ea	9		
8	Protection testing 25kv Vryheid East Tie Station as per attached	Ea	5		
9	Protection testing 25kv Piet Retief Tie Station as per attached	Ea	1		
10	Protection testing 25kv Hlelo river Tie Station as per attached	Ea	1		
11	Protection testing 25kv Sheepmore Tie Station as per attached	Ea	1		

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

Date &amp; Company Stamp \_\_\_\_\_



RFQ for the Provision of [Protection testing at 25 KV traction substation, traction section station (T.S.S), 11 KV transmission and distribution substation at Vryheid depot for a period of twenty four months]

**Returnable Document**

Item No	Description of Goods / Services	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
12	Protection testing & SF 6 gas analyses of Iswepe 11kv in feed as per attached	Ea	4		
13	Protection testing & SF 6 gas analyses of Hlungwana 11kv in feed as per attached	Ea	4		
14	Protection testing & SF 6 gas analyses of 11kv Vryheid East Main Substation as per attached	Ea	8		
15	Protection testing & SF 6 gas analyses of 11kv Vryheid East Works Insector Substation as per attached	Ea	5		
16	Protection testing & SF 6 gas analyses of 11kv Vryheid East Yard Substation as per attached	Ea	5		
17	Protection testing & SF 6 gas analyses of 11kv Vryheid East Admin Substation as per attached	Ea	5		
18	Protection testing & SF 6 gas analyses of 11kv Vryheid East CTC Substation as per attached	Ea	6		
19	Protection testing & SF 6 gas analyses of 11kv Vryheid East Diesel Depot Substation as per attached	Ea	5		
20	Protection testing of Moolman 11kV infeed as per attached	Ea	1		
21	Protection testing of Paulpietersburg 11kV infeed as per attached	Ea	1		
22	Protection testing of Kemp 11kV infeed as per attached	Ea	1		
23	Protection testing of Iswepe 11kV infeed as per attached	Ea	1		
24	Accommodation cost per night for testing	Ea	3		
25	Travelling cost per KM for testing	Km	300		
26	Unit rate for minor repair work	Ea	20		
27	Accommodation cost per night for next 24 months as & when required	Ea	10		
28	Travelling cost per KM for next 24 months as & when required	Km	2000		
29	Unit rate for minor repair work for next 24 months as & when required	Ea	8		

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

**Notes to Pricing:**

- All Prices must be quoted in South African Rand, exclusive of VAT
- 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 could result in a bid being disqualified.

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.

**By signing this Quotation Form the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar, and agrees, with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof, including but not limited**

Respondent's Signature

Date & Company Stamp

**to the documents stated below and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise:**

1. Specifications included in this RFQ - if applicable; and
2. The following documents all of which are available on Transnet's website or upon request:
  - 2.1. General Bid Conditions;
  - 2.2. Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
  - 2.3. Supplier Integrity Pact;
  - 2.4. Non-disclosure Agreement; and
  - 2.5. Vendor Application Form and all supporting documents (first time vendors only)

Alternatively, for all existing vendors, please provide vendor number(s) here:

Transnet Operating Division	Unique Vendor Number	Yes / No
Transnet Group		
TFR, etc.		

In the Yes/No column above, please confirm that in the information e.g. company address and contact details, banking details etc. are still correct as at the time of allocation of the vendor number(s). Alternatively, Respondents are required to provide the updated information with their bid submission.

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

**Returnable Document**

**SECTION 4**

**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 any and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and has 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 adjustments 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 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; and
6. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
7. In addition, 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 Group.
8. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

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

ADDRESS:

Indicate nature of relationship with Transnet:

Respondent's Signature

Date & Company Stamp

**Returnable Document**

*[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]*

- 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 relationships with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

**BREACH OF LAW**

10. I/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. In the event of a 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:

\_\_\_\_\_

\_\_\_\_\_

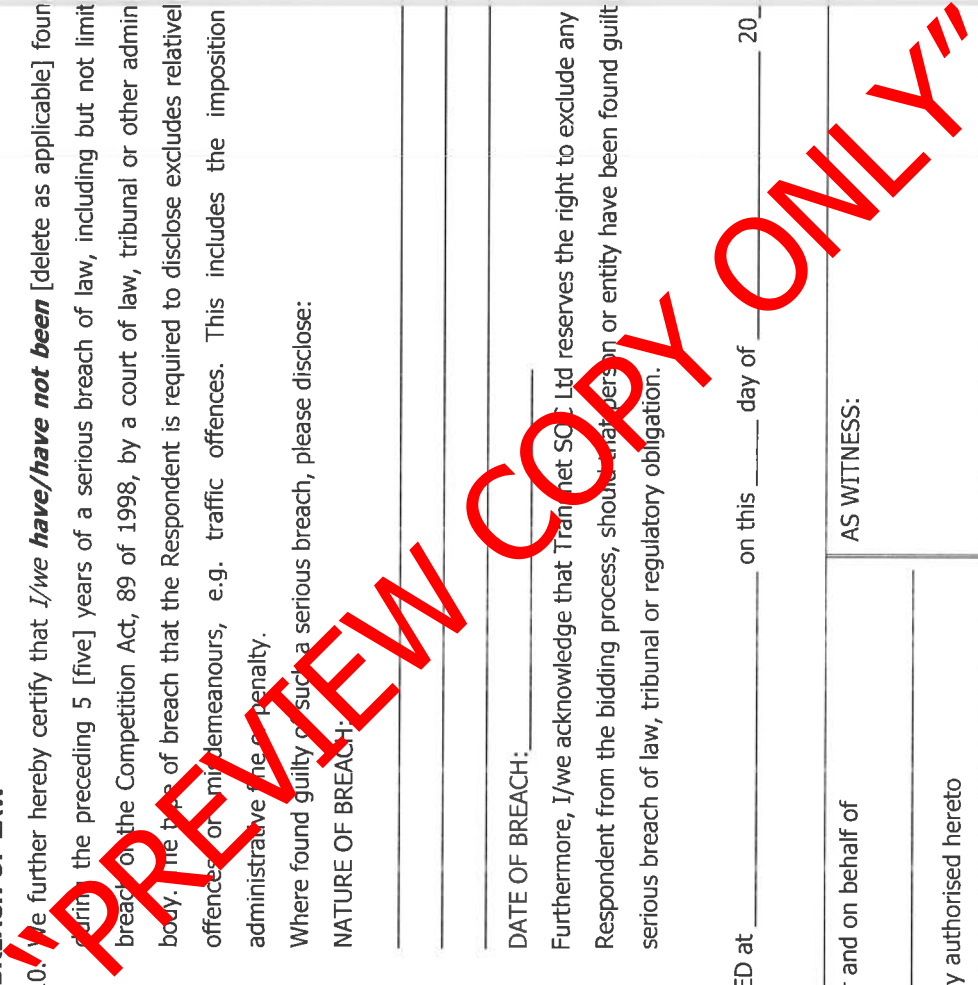
\_\_\_\_\_

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 _____	AS WITNESS:
	duly authorised hereto
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 5

### TECHNICAL INFRASTRUCTURE SPECIFICATION

#### TESTING OF PROTECTION EQUIPMENT AT VARIOUS 25 KV AC TRACTION SUBSTATIONS AND TRACK-SECTIONING-STATIONS AS WELL AS 11 KV TRANSMISSION LINE INFEEED POINTS SITUATED ALONG THE COAL LINE BETWEEN SHEEPMOOR AND VRYHEID.

##### 1. Scope of work.

This specification calls for:-

- 1) The complete testing of all electrical protection relays, CTs, VTs , speed tests of breakers, SF 6 gas analyze, substation earthing and other related protection equipment at traction and distribution substations between Sheepmoor and Vryheid.
- 2) Minor repair work and re-testing where faulty equipment is identified during the above testing period. (Transnet Freight Rail will supply all material required for these repairs)
- 3) Testing and minor repair work (as and when required) at any substation between Sheepmoor and Vryheid for the next 24 months when ever protection equipment is found to be faulty or suspect (Transnet Freight Rail will supply all material required for these repairs)

On completion of a test, the contractor will be required to fill in a test sheet as supplied in the annexures below.

Tenderers are required to complete the price and time schedules for the activities listed below. Failure to complete these schedules in full will result in the offer not being considered.

A technician from Transnet Freight Rail will provide access to all substations and will isolate all equipment before handing it over for testing purposes. No work shall be done in any substation without the presence of a Transnet Freight Rail representative.

The technician who will assist during the contract is based in Vryheid or East Retief from where they will depart and escort the contractor every morning.

Tenderers are to provide a copy of the latest certificate of calibration for all testing equipment to be used during the contract.

Any uncertainties will be discussed at the site meeting.

All technical related queries must be referred to the manager of the contract.

#### SCHEDULE OF REQUIREMENTS EQUIPMENT TO BE TESTED IN VARIOUS SUBSTATIONS

- A) The following equipment needs to be tested at all 25 kV traction substations.
- Primary Circuit Breaker ( 88 kV)
  - Incomer 25 kV
  - Track Breaker 25 kV Impedance relays
  - Track Breaker 25 kV Thermal relays
  - Buscoupler 25 kV
  - Earthing
  - Speed tests on 25 kV VCB's
  - 1.1 KV. Pole mounted VCB.
  - P & L Sub
  - Protecta relay
  - SF 6 Gas analyze
- Test sheet 1 or 2
  - Test sheet 3
  - Test sheet 4
  - Test sheet 5
  - Test sheet 6
  - Test sheet 7
  - Test sheet 8
  - Test sheet 9
  - Test sheet 10

The following 25 kV substations need to be tested.

The tenderer should insert the testing period under the appropriate headings

	<b>25 kV SUBSTATION</b>	<b>TESTING PERIOD OFFERED</b>
	Moolman. Double unit. 9 Breakers. 4 protecta 2 CDG O/C, 2 Reverse power,1 O/L, 1 O/V 4 restr. E/F, 2 Transformer Flag-trip relays, 2 CDG. O/C. 2 SF 6 trip. Earth reading & integrity.	
	Hlungwana. Double unit. 9 Breakers. 1 protecta 3 YTG. 3 thermal. 2 CDG O/C, 2 Reverse power, 1 o/l, 1 o/v 4 restr. E/F, 2 Transformer Flag-trip relays, 2 CDG. O/C. 2 SF 6 trip. Earth reading & integrity.	
	DUMBE. Single unit. 3 Breakers. 1 Optimho, 1 thermal. 1 MCGG O/C. 1 reverse power, 1 KCG O/C. 1 differential relay. 2 restr. E/F. 1 MVAA transf. Flag trip. 1 SF6 trip. 1 earth test.	
	Mqwabe. Double unit. 9 Breakers. 4 YTG's 4 thermal. 2 CDG O/C, 2 Reverse power, 1 O/L, 1 O/V 4 restr. E/F, 2 Transformer Flag-trip relays, 2 CDG. O/C. 2 SF 6 trip. Earth reading & integrity.	
	Sikame. 10 Breakers. 4 YTG's 4 thermal. 2 CDG O/C, 2 Reverse power, 1 O/L, 1 O/V 4 restr. E/F, 2 Transformer Flag-trip relays, 2 CDG. O/C. 2 SF 6 trip. Earth reading & integrity.	
	Wildrand. Double unit. 9 Breakers. 4 protecta 2 CDG O/C, 2 Reverse power, 1 O/L, 1 O/V 4 restr. E/F, 2 Transformer Flag-trip relays, 2 CDG. O/C. 2 SF 6 trip. Earth reading & integrity.	
	Iswepe. Double unit. 9 Breakers. 4 protecta 2 CDG O/C, 2 Reverse power, 1 O/L, 1 O/V 4 restr. E/F, 2 Transformer Flag-trip relays, 2 CDG. O/C. 2 SF 6 trip. Earth reading & integrity.	
	SF6 Gas Analyse. 13 Breakers	
<b>A</b>	<b>SUB TOTAL</b>	

B) The following equipment needs to be tested at Vryheid East track sectioning station only.

- Impedance relays -Test sheet 4
- Thermal relays -Test sheet 5
- Buscoupler -Test sheet 6
- Earthing -Test sheet 7
- Speed tests -Test sheet 8

	<b>TRACK SECTIONING STATION</b>	<b>TESTING PERIOD OFFERED</b>
B1	VRYHEID EAST. 5 breakers. 4 YTG's 4 thermal. 1 O/L, 1 O/V. Earth reading & integrity	
<b>B</b>	<b>SUB TOTAL</b>	

C) The following equipment needs to be tested at all single breaker track sectioning stations.

- Thermal relays -Test sheet 5
- Earthing -Test sheet 7
- Speed tests -Test sheet 8

RFQ for the Provision of [Protection testing at 25 KV traction substation, traction section station (T.S.S), 11 KV transmission and distribution substation at Vryheid depot for a period of twenty four months]

**Returnable Document**

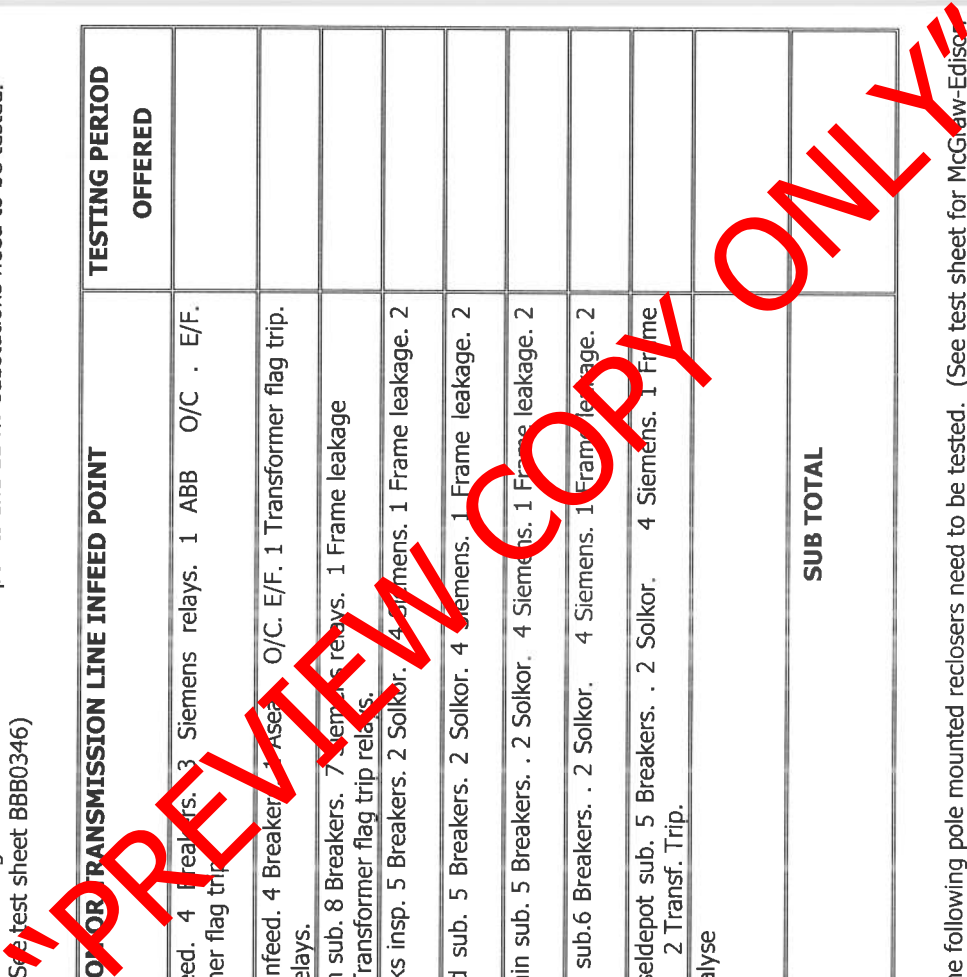
<b>TRACK SECTIONING STATION</b>		<b>TESTING PERIOD OFFERED</b>
C1	Piet Retief. 1 Breaker. 1 thermal. 1 CAG instantaneous O/L	
C2	Hlelo river.1 Breaker. 1 thermal. 1 CAG instantaneous O/L	
C3	Sheepmoor. 1 Braeker1 thermal. 1 CAG instantaneous O/L	
<b>C</b>	<b>SUB TOTAL</b>	

D) The following transmission line infeed points and 11 kV substations need to be tested. (See test sheet BBB0346)

<b>SUB STATION OR TRANSMISSION LINE INFEEED POINT</b>		<b>TESTING PERIOD OFFERED</b>
D1	Iswepe infeed. 4 Breakers. 3 Siemens relays. 1 ABB O/C . E/F. 1 Transformer flag trip	
D2	Hlungwana infeed. 4 Breaker. 1 ABB O/C. E/F. 1 Transformer flag trip. 3 Siemens relays.	
D3	Vryheid Main sub. 8 Breakers. 7 Siemens relays. 1 Frame leakage 2 Solkor. 2 Transformer flag trip relays.	
D4	Vryheid works insp. 5 Breakers. 2 Solkor. 4 Siemens. 1 Frame leakage. 2 Transf. trip	
D5	Vryheid Yard sub. 5 Breakers. 2 Solkor. 4 Siemens. 1 Frame leakage. 2 Transf. Trip	
D6	Vryheid Admin sub. 5 Breakers. . 2 Solkor. 4 Siemens. 1 Frame leakage. 2 Transf. Trip	
D7	Vryheid CTC sub.6 Breakers. . 2 Solkor. 4 Siemens. 1 Frame leakage. 2 Transf. Trip	
D8	Vryheid Dieseldepot sub. 5 Breakers. . 2 Solkor. 4 Siemens. 1 Frame leakage. 2 Transf. Trip.	
D9	SF 2 Gas analyse 2 Breakers	
<b>D</b>	<b>SUB TOTAL</b>	

E) The following pole mounted reclosers need to be tested. (See test sheet for McGraw-Edison Reclosers)

<b>TRANSMISSION LINE INFEEED POINT</b>		<b>TESTING PERIOD OFFERED</b>
E1	MOOLMAN infeed	
E2	PaulPietburg infeed	
E3	Kemp infeed	
E4	Iswepe infeed	
<b>E</b>	<b>SUB TOTAL</b>	



Respondent's Signature

Date & Company Stamp

RFQ for the Provision of [Protection testing at 25 KV traction substation, traction section station (T.S.S), 11 KV transmission and distribution substation at Vryheid depot for a period of twenty four months]  
**Returnable Document**

**RFQ FOR THE PROVISION OF  
 PROTECTION TESTING AT 25 KV TRACTION SUBSTATION, TRACTION SECTION STATION (T.S.S),  
 11 KV TRANSMISSION  
 AND DISTRIBUTION SUBSTATION AT VRYHEID DEPOT FOR A PERIOD OF**

**FOR A PERIOD OF TWENTY FOUR MONTHS**

**ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM**

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

**1. INTRODUCTION**

- 1.1 A total of 20 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a bidder, either before a Bid is adjudicated or at a any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

**2. GENERAL DEFINITIONS**

- 2.1 "**all applicable taxes**" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "**B-BBEE status 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;
- 2.4 "**Bid**" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 "**consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;

Respondent's Signature

Date & Company Stamp



RFQ for the Provision of [Protection testing at 25 KV traction substation, traction section station (T.S.S), 11 KV transmission and distribution substation at Vryheid depot for a period of twenty four months]

**Returnable Document**

- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"quality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"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;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 2(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

**3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

Respondent's Signature

Date & Company Stamp

**Returnable Document**

- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

- 4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the Code or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be

Respondent's Signature

Date & Company Stamp

measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 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 subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.12 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] 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 subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.13 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.
- 5. B-BBEE STATUS AND SUBCONTRACTING**
- 5.1 **Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:**
- B-BBEE Status Level of Contributor \_\_\_\_\_ = \_\_\_\_\_ [maximum of 20 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate

issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

**5.2 Subcontracting:**

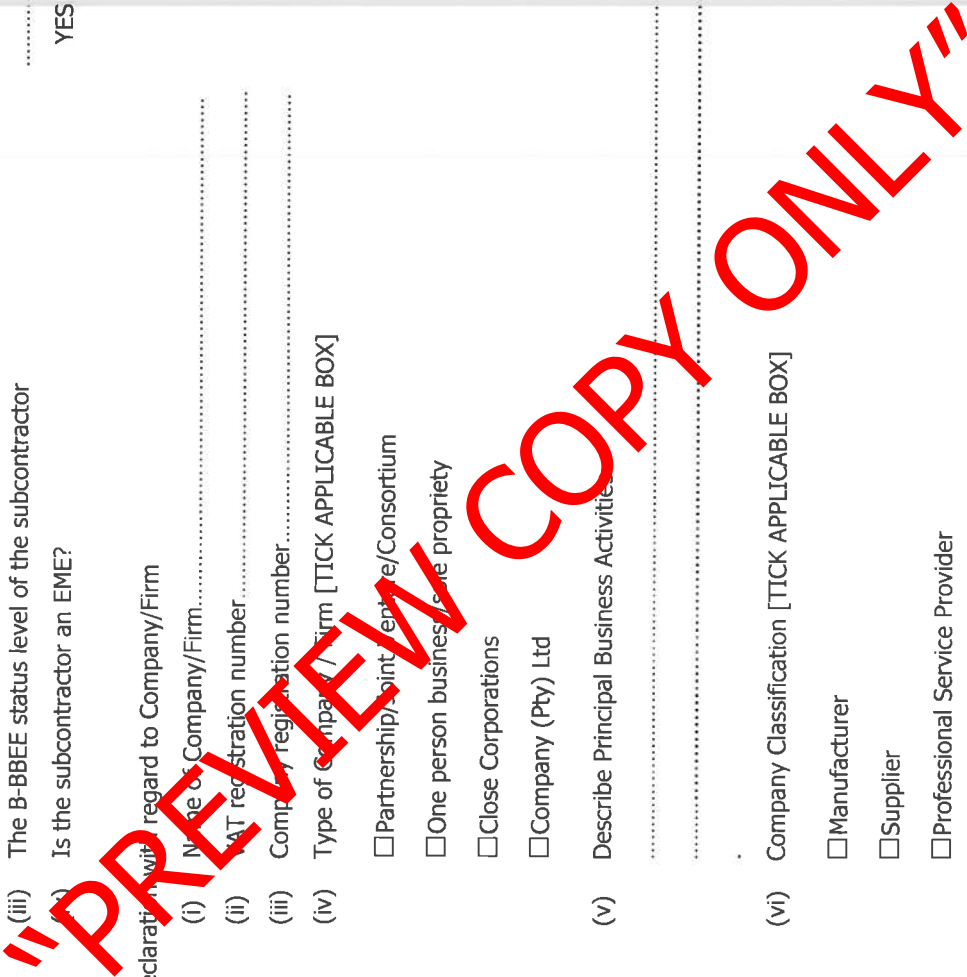
Will any portion of the contract be subcontracted? YES/NO [delete which is not applicable]

If YES, indicate:

- (i) What percentage of the contract will be subcontracted? ..... %
- (ii) The name of the subcontractor .....  
 YES/NO
- (iii) The B-BBEE status level of the subcontractor .....
- (iv) Is the subcontractor an EME? .....

**5.3 Declaration with regard to Company/Firm**

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]
  - Partnership/Joint Venture/Consortium
  - One person business/sole propriety
  - Close Corporations
  - Company (Pty) Ltd
- (v) Describe Principal Business Activities.....
- (vi) Company Classification [TICK APPLICABLE BOX]
  - Manufacturer
  - Supplier
  - Professional Service Provider
  - Other Service Providers, e.g Transporter, etc
- (vii) Total number of years the company/firm has been in business.....



**BID DECLARATION**

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent

Respondent's Signature

Date & Company Stamp

**Returnable Document**

basis or any of the conditions of contract have not been fulfilled, Transnet 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) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or forward the matter for criminal prosecution.

**"PREVIEW COPY ONLY"**

**WITNESSES:**

1. ....

2. ....

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME: .....

ADDRESS:.....

RFQ for the Provision of [Protection testing at 25 KV traction substation, traction section station (T.S.S), 11 KV transmission and distribution substation at Vryheid depot for a period of twenty four months]

**ANNEXURE B - TECHNICAL SUBMISSION FOR PROTECTION TESTING ON ELECTRICAL EQUIPMENT**

**1. TECHNICAL SCORING SCALE**

Quality criteria	Sub-criteria
<b>Capacity to meet delivery schedule</b>	<ul style="list-style-type: none"> <li>Submit a breakdown of team</li> </ul>
<b>Machinery to execute project</b>	<ul style="list-style-type: none"> <li>Submit a comprehensive file of approved or similar test equipment</li> <li>Submit a file containing latest/valid calibration certificate</li> </ul>
<b>Previous Experience</b>	<ul style="list-style-type: none"> <li>Relevance of experience on traction substations(projects specific)</li> </ul>
<b>Safety and quality plan</b>	<ul style="list-style-type: none"> <li>Submit a comprehensive safety and quality plan</li> </ul>
<b>Qualification of Test Officer</b>	<ul style="list-style-type: none"> <li>Submit file containing required qualification</li> </ul>

PREVIEW COPY ONLY

Respondent's Signature

Date & Company Stamp

RFQ for the Provision of [Protection testing at 25 KV traction substation, traction section station (T.S.S), 11 KV transmission and distribution substation at Vryheid depot for a period of twenty four months]

**2. TECHNICAL QUESTIONNAIRE**

<b>QUALITY CRITERIA</b>	<b>SUB-CRITERIA</b>	<b>Yes Tick (Submit Proof)</b>	<b>No Tick</b>
<b>1</b>			
<b>Capacity to meet delivery schedule</b>	<ul style="list-style-type: none"> <li>Submit a breakdown of team to perform test work. Team should include one test officer</li> </ul>		
<b>2</b>		<b>Yes Tick (Submit Proof)</b>	<b>No Tick</b>
<b>Machinery to execute project</b>	<ul style="list-style-type: none"> <li>Submitted comprehensive file of approved or similar test equipment</li> <li>Submit a file containing latest/valid calibration certificate for equipment</li> </ul>	<b>Yes Tick (Submit Proof)</b>	<b>No Tick</b>
<b>3</b>		<b>Yes Tick (Submit Proof)</b>	<b>No Tick</b>
<b>Previous Experience</b>	<ul style="list-style-type: none"> <li>Indicate number of years and proof in protection testing on electrical equipment/Traction substations</li> </ul>	<b>Yes Tick (Submit Proof)</b>	<b>No Tick</b>
<b>4</b>		<b>Yes Tick (Submit Proof)</b>	<b>No Tick</b>
<b>Safety and quality plan</b>	<ul style="list-style-type: none"> <li>Safety and Quality File</li> <li>Contract Specific / Related Quality Plan</li> <li>Safety Work Method Statement and Risk assessment (Project Specific)</li> <li>SHE Management System</li> </ul>	<b>Yes Tick (Submit Proof)</b>	<b>No Tick</b>

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

RFQ for the Provision of [Protection testing at 25 KV traction substation, traction section station (T.S.S), 11 KV transmission and distribution substation at Vryheid depot for a period of twenty four months]

	<ul style="list-style-type: none"> <li>• Safe Working Procedure and Safe Operating Procedure for Equipment(Project specific).</li> </ul>		
5		Yes Tick (Submit Proof)	No Tick
<b>Qualification of Test Officer</b>	<ul style="list-style-type: none"> <li>• Submit file containing required qualification for the test officer</li> </ul>		

PREVIEW COPY ONLY

Respondent's Signature

Date & Company Stamp





**GENERAL BID CONDITIONS - SERVICES**

**[March 2015]**

**"PREVIEW COPY ONLY"**

## TABLE OF CONTENTS

1	DEFINITIONS .....	3
2	GENERAL.....	3
3	SUBMISSION OF BID DOCUMENTS .....	3
4	USE OF BID FORMS.....	3
5	BID FEES.....	4
6	VALIDITY PERIOD.....	4
7	SITE VISIT / OFFERING SESSION.....	4
8	CLARIFICATION BEFORE THE CLOSING DATE .....	4
9	COMMUNICATION AFTER THE CLOSING DATE .....	4
10	UNAUTHORISED COMMUNICATION ABOUT BIDS .....	4
11	POST TENDER NEGOTIATIONS.....	5
12	RETURNABLE DOCUMENTS.....	5
13	DEFAULTS BY RESPONDENTS.....	5
14	CURRENCY.....	5
15	PRICES SUBJECT TO CONFIRMATION .....	5
16	ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES .....	5
17	EXCHANGE AND REMITTANCE.....	5
18	ACCEPTANCE OF BID.....	6
19	NOTICE TO UNSUCCESSFUL RESPONDENTS .....	6
20	TERMS AND CONDITIONS OF CONTRACT.....	6
21	CONTRACT DOCUMENTS.....	7
22	LAW GOVERNING CONTRACT.....	7
23	IDENTIFICATION.....	7
24	CONTRACTUAL SECURITIES.....	7
25	DELETION OF ITEMS TO BE EXCLUDED FROM BID.....	8
26	VALUE-ADDED TAX.....	8
27	IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT .....	8
28	DELIVERY REQUIREMENTS .....	9
29	SPECIFICATIONS AND COPYRIGHT .....	9
30	BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS .....	9
31	CONFLICT WITH BID DOCUMENT .....	10
32	TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST) .....	10

**PREVIEW COPY ONLY**

## 1 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.5 **RFP** shall mean Request for Proposal;
- 1.6 **RFQ** shall mean Request for Quotation;
- 1.7 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.8 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.9 **Service Provider** shall mean the successful Respondent;
- 1.10 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.11 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.12 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

## 2 GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

## 3 SUBMISSION OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 Bids shall be delivered in a sealed envelope in accordance with the instructions indicated in the Bid Documents with the Bid number and subject marked on the front of the envelope.
- 3.3 The Respondent's return address must be stated on the reverse side of the sealed envelope.

## 4 USE OF BID FORMS

- 4.1 Where special forms are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and not in other forms or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms must be completed for submission and not a reprocessed copy thereof.

- 4.3 Only if insufficient space has been allocated for a particular response may a Respondent submit additional information under separate cover using its company's letterhead. This must be duly cross-referenced in the RFX.

## **5 BID FEES**

- 5.1 A non-refundable fee may be charged for Bid Documents, depending on the administrative cost of preparing and issuing such Bid Documents.
- 5.2 Only Respondents that have paid the Bid fee and provided proof of payment when submitting their Bid will be considered.

## **6 VALIDITY PERIOD**

- 6.1 Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period until the closing date of the bid.
- 6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change(s) is as a direct and unavoidable consequence of Transnet's extension of the validity period.

## **7 SITE VISIT / BRIEFING SESSION**

Respondents may be requested to attend a site visit where it is considered necessary to view the site prior to the preparation of Bids, or where Transnet deems it necessary to provide Respondents with additional information relevant to the compilation of their Bid. Where such visits or sessions are indicated as compulsory in the Bid Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

## **8 CLARIFICATION BEFORE THE CLOSING DATE**

Should clarification be required on any aspect of the RFX before the closing date, the Respondent must direct such queries to the contact person identified in the Bid Document.

## **9 COMMUNICATION AFTER THE CLOSING DATE**

After the closing date of a Bid [i.e. during the evaluation period] the Respondent may only communicate with the Chairperson or Secretary of the relevant Acquisition Council.

## **10 UNAUTHORISED COMMUNICATION ABOUT BIDS**

Where Bids are submitted to the Secretary of an Acquisition Council, Respondents may at any time communicate with the Secretary on any matter relating to its Bid but, in the absence of written authority from the Secretary, no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential service providers or any member of the Acquisition Council or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

## **11 POST TENDER NEGOTIATIONS**

Transnet reserves the right to conduct post tender negotiations with the preferred bidder or a shortlist of preferred bidders. Should Transnet decide to conduct post tender negotiations, bidders will be requested to provide their best and final offers to Transnet based on such negotiations. A final evaluation will be conducted in terms of 80/20 or 90/10 (whichever is applicable) and the contract will be negotiated and awarded to the successful bidder(s).

## **12 RETURNABLE DOCUMENTS**

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

## **13 DEFAULTS BY RESPONDENTS**

If the Respondent, after it has been notified of the acceptance of its Bid fails to:

- 13.1 enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- 13.2 accept an order in terms of the Bid;
- 13.3 furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- 13.4 comply with any condition imposed by Transnet;

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.

## **14 CURRENCY**

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [ZAR], save to the extent specifically permitted in the RFX.

## **15 PRICES SUBJECT TO CONFIRMATION**

- 15.1 Prices which are quoted subject to confirmation will not be considered.
- 15.2 Firm prices quoted for the duration of any resulting order and/or contract will receive precedence over prices which are subject to fluctuation if this is in Transnet's best interests.

## **16 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES**

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

## **17 EXCHANGE AND REMITTANCE**

- 17.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Service Provider, effect payment

overseas directly to the foreign principal of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.

- 17.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 17.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the *Exchange and Remittance* section of the Bid Documents and also furnish full details of the principals to whom payment is to be made.
- 17.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 17.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which agreement on an overall Rand contract has been reached.
- 17.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [**VAT Act**].

## 18 ACCEPTANCE OF BID

- 18.1 Transnet does not bind itself to accept the lowest priced or any Bid.
- 18.2 Transnet reserves the right to accept any Bid in whole or in part.
- 18.3 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 18.4 Where the Respondent has been informed by Transnet per fax message or email of the acceptance of its Bid, the acknowledgement of receipt transmitted shall be regarded as proof of delivery to the Respondent.

## 19 NOTICE TO UNSUCCESSFUL RESPONDENTS

Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents shall be informed of the name of the successful Respondent and of the reason as to why their Bids have not been successful.

## 20 TERMS AND CONDITIONS OF CONTRACT

- 20.1 The Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 20.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on its company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments/ alternative(s) are acceptable or otherwise, as the case may be.

## 21 CONTRACT DOCUMENTS

- 21.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of “Special Conditions” which form part of the Bid Documents.
- 21.2 The abovementioned documents together with the Respondent’s Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet’s letter of award / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- 21.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent’s Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet’s Letter of Acceptance/Intent, shall constitute a binding contract until the final contract is signed.

## 22 LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The Respondent shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid 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. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

## 23 IDENTIFICATION

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

## 24 CONTRACTUAL SECURITIES

- 24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of an advanced payment guarantee [APG] and/or a performance bond [Performance Bond], and the case may be, to be furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 The successful Respondent shall be required to submit to Transnet or Transnet’s designated official the specified security document(s) within 30 [thirty] calendar days from the date of signature of the contract. Failure to return the securities within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Service Provider to cancel the contract with immediate effect.
- 24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Service Provider in relation to the conditions of this clause 24 will be for the account of the Service Provider.

## 25 DELETION OF ITEMS TO BE EXCLUDED FROM BID

The Respondent must delete items for which it has not tendered or for which the price has been included elsewhere in its Bid.

## 26 VALUE-ADDED TAX

26.1 In respect of local Services, i.e. Services to be rendered in the Republic of South Africa, the prices quoted by the Respondent are to be exclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.

26.2 In respect of foreign Services rendered:

- a) the invoicing by a South African Service Provider on behalf of its foreign principal rendering such service represents a Service rendered by the principal; and
- b) the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

## 27 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

### 27.1 Method of Payment

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) The Respondent is required to give full consideration to the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 27.1a) above. Failure to comply with clause 27.1a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Service Provider**], where applicable, shall be required to furnish a guarantee covering any advance payments, as set out in clause 24 above of the *Contractual Securities*.

### 27.2 Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated from the date of receipt by Transnet of the Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects in terms of the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional discount period will be recalculated from the date of receipt of the correct documentation.



## 28 DELIVERY REQUIREMENTS

### 28.1 Period Contracts

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.

### 28.2 Progress Reports

The Service Provider may be required to submit periodical progress reports with regard to the delivery of the Services.

### 28.3 Emergency Demands as and when required

If, due to unforeseen circumstances, the rendering of the Services covered by the Bid are required at short notice or immediate delivery, the Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such services as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The "*Total or Partial Failure to Perform the Scope of Services*" section in the Terms and Conditions of Contract will not be applicable in these circumstances.

## 29 SPECIFICATIONS AND COPYRIGHT

### 29.1 Specifications

The Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for the Services strictly in accordance with the specifications supplied by Transnet.

### 29.2 Copyright

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Service Provider for the purpose of contract work shall be governed by the *Intellectual Property Rights* section in the Terms and Conditions of Contract.

## 30 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

- 30.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the Secretary of the Acquisition Council or to a designated official of Transnet according to whichever officer is specified in the Bid Documents.
- 30.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.
- 30.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.
- 30.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.

- a) Such Power of Attorney must comply with Rule 63 [Authentication of documents executed outside the Republic for use within the Republic] of the Uniform Rules of Court Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
  - b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
  - c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
  - d) The Power of Attorney must authorise the South African representative or agent to choose the *donatarius in citandi et executandi* as provided for in the Terms and Conditions of Contract.
- 30.5 If payment is to be made in South Africa, the foreign Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]
- a) funds are to be transferred to the credit of the foreign Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
  - b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

**31 CONFLICT WITH BID DOCUMENT**

Should a conflict arise between these General Bid Conditions and the Bid Document issued, the conditions stated in the Bid Document shall prevail.

**32 TRANSNET'S LIST OF EXCLUDED TENDERS (BLACKLIST)**

- 32.1 All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by reference. Below follows a condensed summary of this blacklisting procedure.
- 32.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "prima facie" (i.e. on the face of it) case has been established.
- 32.3 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 32.4 A supplier or contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 32.5 Grounds for blacklisting include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:

- a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;

- b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
- c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the status of his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
  - (i) he made the statement in good faith honestly believing it to be correct; and
  - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

32.6 Transnet recognizes that trust and good faith are pivotal to its relationship with its suppliers. When a dispute arises between Transnet and its suppliers, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) Vexatious proceedings. These are frivolous proceedings which have been instituted without proper grounds;
- b) Perjury. Where a supplier commits perjury either in giving evidence or on affidavit;
- c) Scurrilous allegations. Where a supplier makes allegations regarding a senior Transnet employee which are without a proper foundation, scandalous, abusive or defamatory.
- d) Abuse of court process. When a supplier abuses the court process in order to gain a competitive advantage during a bid process.
- 32.7 Where any person or Enterprise has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 Years, such person/Enterprise may also be blacklisted. Serious breaches of the law would include but are not limited to corruption, fraud, theft, extortion, or contraventions of the Competition Act 89 of 1998 (e.g. collusive tendering). This process excludes minor convictions such as traffic offences or personal disagreements between parties which have no bearing on the business operations of the person or Enterprise.

- 32.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.
- 32.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.
- 32.10 Any person or enterprise or company against whom a decision to blacklist has been taken, may make representations to the Chief Financial Officer of Transnet SOC Ltd, whose decision shall be final.

oooo0000oooo

**“PREVIEW COPY ONLY”**