

**TFR**

an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

**REQUEST FOR PROPOSAL [RFP]**

**SUPPLY AND DELIVERY OF 400V SWITCHGEAR FOR GRATING DOCK AT PORT OF EAST LONDON FOR A PERIOD OF SEVEN (07) MONTHS**

<b>RFP NUMBER:</b>	<b>FME CP 2/2/2015</b>
<b>ISSUE DATE:</b>	<b>20 NOVEMBER 2015</b>
<b>COMPULSORY SITE MEETING</b>	<b>03 DECEMBER 2015</b>
<b>CLOSING DATE:</b>	<b>15 DECEMBER 2015</b>
<b>CLOSING TIME:</b>	<b>10:00</b>
<b>BID VALIDITY PERIOD:</b>	<b>90 Business Days from Closing Date</b>

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**RPF FOR THE SUPPLY AND DELIVERY OF  
400V SWITCHGEAR FOR GRAVING DOCK AT PORT OF EAST LONDON  
FOR A PERIOD OF SEVEN (07) MONTHS**

**Section 1: NOTICE TO BIDDERS**

**1 INVITATION TO BID**

Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent or Bidder**].

<b>DESCRIPTION</b>	<b>Supply and Delivery of 400V Switchgear for Graving Dock at Port of East London</b>
<b>BID FEE AND BANKING DETAILS</b>	<b>This RFP is issued free of charge.</b>
<b>INSPECT / COLLECT DOCUMENTS FROM</b>	The office of the Secretariat, 06 <sup>th</sup> Floor Transnet Park Robert Sobukwe Road Bellville
<b>ISSUE DATE AND COLLECTION DATE DEADLINE</b>	<b>Between 08:00 and 15:00 from 23 November 2015 until 01 December 2015</b>
<b>COMPULSORY SITE (RFP) BRIEFING AND SITE INSPECTION</b>	<b>Yes</b> Refer to paragraph 2 for details.
<b>CLOSING DATE</b>	<b>10:00 on Tuesday 15 December 2015</b> Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
<b>VALIDITY PERIOD</b>	<b>90 Business Days from Closing Date.</b> Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.

Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.

**2 FORMAL BRIEFING**

**A compulsory RFP briefing will be conducted at Transnet National Ports Authority, Port Admin Building, Boardroom, No.1 Hely Road, Quiney, East London on the 3rd December 2015 at 11h00 for a period of ± 1hour.**

[Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 *A Certificate of Attendance set out in Section 8 hereto must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** site meeting and RFP briefing.*
- 2.2 Respondents failing to attend the compulsory site meeting and/or RFP briefing session will be disqualified.

- 2.3 Respondents without a valid RFP document in their possession will not be allowed to attend the site meeting and/or RFP briefing.
- 2.4 **On the 3rd December 2015 there will be a Site meeting at the Transnet National Ports Authority from 12:00 till 13:30.** All bidders are required to attend the site meeting and be punctual. The Bidders must be equipped with the correct PPE clothing at the site meeting: reflector vest, safety boots, hard hat and ear protection. Overnight accommodation will be for the bidders own account.

### 3 PROPOSAL SUBMISSION

Proposals must be submitted in a sealed envelope addressed as follows:

The Secretariat, Transnet Acquisition Council	
RFP No:	RME CPT 375/2015
Description	Supply and delivery of 400V Switchgear for Graving Dock at Port of East London for a period of seven (07) months
Closing date and time:	15 December 2015
Closing address:	[Refer to options in paragraph 4 below]

All envelopes must reflect the return address of the Respondent on the reverse side.

### 4 DELIVERY INSTRUCTIONS FOR RFP

#### 4.1 Delivery by hand

If delivered by hand, the envelope must be deposited in the Transnet tender box which is located at the Transnet Park Building, Robert Sobukwe road, Bellville, and must be addressed as follows:

THE SECRETARIAT  
 TRANSNET PARK BUILDING  
 6 TH FLOOR  
 ROBERT SOBUKWE ROAD  
 BELLVILLE

- a) The measurements of the "tender slot" are 400mm wide x 100mm high, and Respondents must please ensure that response documents or files are no 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, each such envelope to be addressed as required in paragraph 3 above.
- b) It should also be noted that the above tender box is located at the street level outside the main entrance in Commissioner Street and is accessible to the public 24 hours a day, 7 days a week.

#### 4.2 Dispatch by courier

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

THE SECRETARIAT  
 TRANSNET PARK BUILDING  
 6 TH FLOOR  
 ROBERT SOBUKWE ROAD  
 BELLVILLE

- 4.3 If responses are not delivered as stipulated herein, such responses will not be considered.
- 4.4 No email or faxed responses will be considered, unless otherwise stated herein.
- 4.5 The responses to this RFP will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.

Envelopes must not contain documents relating to any RFP other than that shown on the envelope.

## 5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

As described in more detail in the attached BBEE Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included); and therefore the 90/10 system shall be applicable.

Respondents are required to complete Section 7 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

**Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFP will result in a score of zero being allocated for B-BBEE.**

### 5.1 B-BBEE Joint Ventures or Consortiums

Respondents who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

Respondents are to note the requirements for B-BBEE compliance of JVs or consortiums as required by Section 7 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate for the JV or a certified copy thereof at the Closing Date of this RFP will result in a score of zero being allocated for B-BBEE.

### 5.2 Subcontracting

Transnet fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to companies which are

Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators<sup>1</sup>.

If contemplating subcontracting, please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Proposal that such Respondent intends subcontracting more than 25% [twenty-five percent] of the value of the contract to an entity/entities that do not qualify for at least the same points that the Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

A person awarded a contract may not subcontract more than 25% [twenty five percent] 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.

In terms of Section 7 of this RFP [the B-BBEE Preference Point Claim Form] Respondents are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-contractor/s.

### 5.3 B-BBEE Improvement Plan

Transnet encourages its Suppliers to consistently strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 5.1 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which they will maintain or improve their B-BBEE status over the contract period.

Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals by completion of **Annexure B** appended hereto. [Refer to Section 9 and Annexure B for further instructions]

## 6 COMMUNICATION

- 6.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted to [Tshegofatso Shaku] before **12:00 on 09 December 2015**, substantially in the form set out in Section 6 hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFP documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with the **correct** contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.
- 6.2 Acquisition Council, at telephone number 021 940 3340, email **susan.dejongh@transnet.net** on any matter relating to its RFP Proposal.
- 6.3 Respondents are to note that changes to its submission will not be considered after the closing date.

<sup>1</sup> The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans' Association (SANMVA) has been designated as a B-BBEE Facilitator. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.

Respondents are warned that a Proposal may be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

## 7 CONFIDENTIALITY

- 7.1 All information related to this RFP is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Goods, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

## 8 INSTRUCTIONS FOR COMPLETING THE RFP

- 8.1 Proposals must be submitted in duplicate hard copies [1 original and 1 copy] and must be bound.
- 8.2 Sign one set of original documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set must be a copy of the original signed Proposal.
- 8.3 Both sets of documents are to be submitted to the address specified in paragraph 4 above, and Bidders must ensure that the original and copies (where applicable) are identical in all respects as Transnet will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document in either the original or the copy of the RFP albeit that it was included in the other.
- 8.4 **All returnable documents tabled in the Proposal Form [Section 4] must be returned with your Proposal.**
- 8.5 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 8.6 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

## 9 COMPLIANCE

The successful Respondent [hereinafter referred to as the **Supplier**] shall be in full and complete compliance with any and all applicable laws and regulations.

## 10 DISCLAIMERS

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

- 10.1 modify the RFP's Goods and request Respondents to re-bid on any such changes;
- 10.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;



- 10.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 10.4 not necessarily accept the lowest priced Proposal or an alternative bid;
- 10.5 reject all Proposals, if it so decides;
- 10.6 withdraw the RFP on good cause shown;
- 10.7 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 10.8 award a contract for only a portion of the proposed Goods which are reflected in the scope of this RFP;
- 10.9 split the award of the contract between more than one Supplier, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 10.10 make no award of a contract;
- 10.11 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 undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFP document. Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

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 ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price.

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

## 11 LEGAL REVIEW

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

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

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

**RPF FOR THE SUPPLY AND DELIVERY OF  
400V SWITCHGEAR FOR GRAVING DOCK AT PORT OF EAST LONDON  
FOR A PERIOD OF SEVEN (07) MONTHS**

**Section 2: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS**

**1 BACKGROUND**

The MDS projects and the on-going maintenance of Transnet Infrastructure have necessitated the need to replace the old distribution board. There is a need to procure Distribution board and a control board panel for the refurbishment of Graving Dock Substation in East London at TNPA. This will be installed in Graving Dock Substation to replace the current Low Voltage (LV) equipment feeding the Dock drainage pumps and the Installation will be done by RME.

The LV Distribution Board will be fed from a bus ducting system. Installation will be done by TFR (RME) Electrical. TFR (RME) active role in executing Transnet's infrastructure rehabilitation programme requires stable supply to support this programme.

**2 EXECUTIVE OVERVIEW**

Transnet is seeking a partner(s) to provide solutions for the Supply and Delivery of the 400V Switchgear for Graving Dock at Port of East London for a period of seven (07) months. It also seeks to improve its current processes for providing these Goods to its end user community throughout its locations.

The selected Supplier(s) will share in the mission and business objectives of Transnet. These mutual goals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, Transnet and its Supplier(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow Transnet to reach higher levels of quality, service and profitability.

**3 SCOPE OF REQUIREMENTS**

3.1 Transnet will procure the services of the Supplier (s) to Supply and Deliver Distribution Boards and Control panel for the refurbishment of Graving Dock Substation at TNPA Port of East London

As prescribed in terms of the PPPFA and its Regulations, Respondents are to note the following:

- Functionality is included as a threshold with a prescribed percentage threshold of 70%.

*Respondents must complete and submit **Annexure A – Technical Compliance Sheet**.*

*A Respondent's compliance with the minimum functionality/technical threshold will be measured by their responses to Annexure A.*

**4 GREEN ECONOMY / CARBON FOOTPRINT**

Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

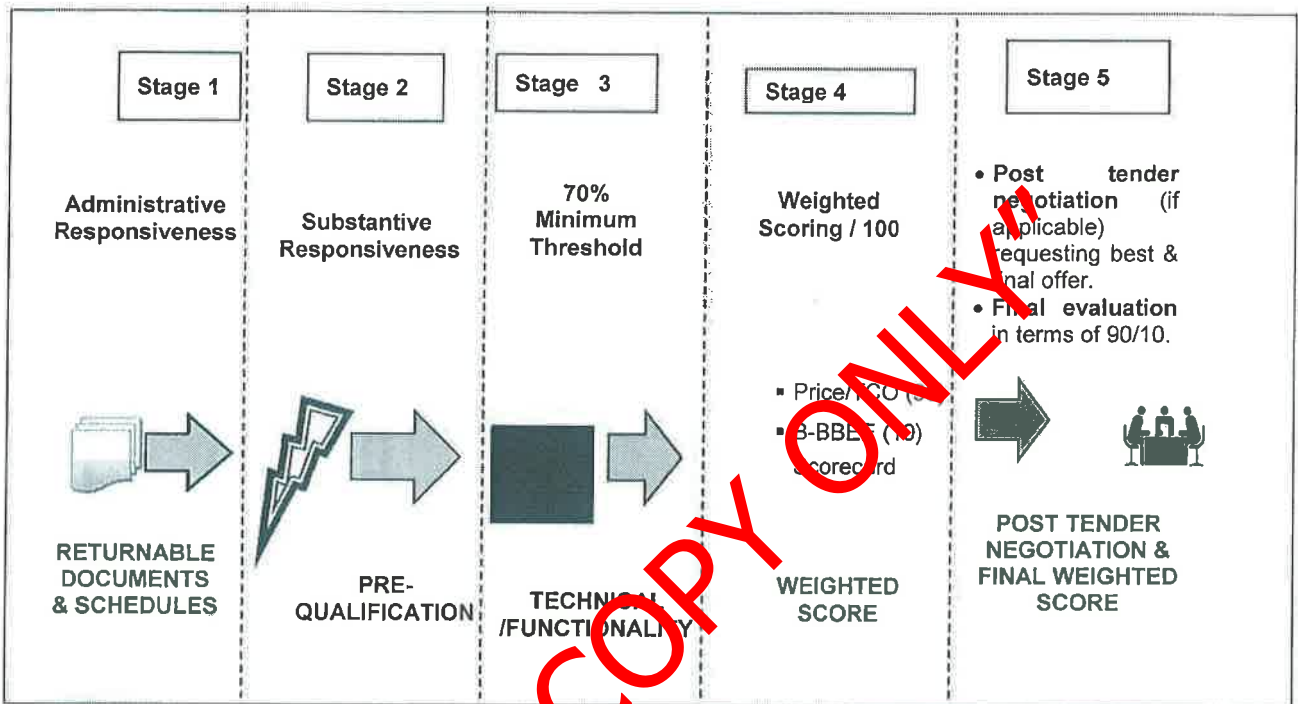
**5 GENERAL SUPPLIER OBLIGATIONS**

- 5.1 The Supplier(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 5.1 The Supplier(s) must comply with the requirements stated in this RFP.

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**6 EVALUATION METHODOLOGY**

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



**6.1 STAGE ONE: Test for Administrative Responsiveness**

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
<ul style="list-style-type: none"> <li>Whether the Bid has been lodged on time</li> </ul>	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> <li>Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time</li> </ul>	<i>Section 4</i>
<ul style="list-style-type: none"> <li>Verify the validity of all returnable documents</li> </ul>	<i>Section 4, page 28 and 29</i>

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

**6.2 STAGE TWO: Test for Substantive Responsiveness to RFP**

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

Check for substantive responsiveness	RFP Reference
<ul style="list-style-type: none"> <li>Whether any general pre-qualification criteria set by Transnet, have been met</li> </ul>	<i>Section 1 paragraphs 2.2, 6, 10.3</i>  <i>Section 4 – validity period</i> <i>General Bid Conditions clause 19</i>
<ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer-Bill of Material</li> </ul>	<i>Section 3</i>
<ul style="list-style-type: none"> <li>Whether the Bid materially complies with the scope and/or specification given</li> </ul>	<i>Annexure A</i>
<ul style="list-style-type: none"> <li>Whether any Technical pre-qualification set by Transnet have been met as follows:                             <ul style="list-style-type: none"> <li>- Submission of proof of Compliance to ISO9000</li> <li>- Submission of Proof of Compliance to Design and type test to IEC61439,Part 1&amp;2 and IEC61641</li> <li>- Submission of completed and signed Technical Compliance Sheet (Annexure A)</li> <li>- Submission of Technical Submission Questionnaire for Delivery Lead time (Annexure C)</li> <li>- Technical Submission Questionnaire for Previous or Current related experience (Annexure D)</li> <li>- Submission of Technical Schedule (Annexure E) :Main 400V Switchboard A and B (Annexure E (i) and Annexure (ii))</li> </ul> </li> </ul>	<i>Section 2 – Scope of Work</i>  Annexure A Annexure C Annexure D Annexure E

*The test for substantive responsiveness [Stage Two] must be passed for a respondent's Proposal to progress to Stage Three for further evaluation*

**6.3 STAGE THREE: Minimum Threshold of 70% for Technical Criteria and Functional Requirements**

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

Technical Evaluation Criteria	% Weightings	RFP Reference
<ul style="list-style-type: none"> <li>Previous or current related experience based on the number of successful projects deliverables, stating the but not limited to the following: Name of project, scope of the project, Value of the project and the duration of the project</li> </ul>	<b>60%</b>	<i>Annexure D</i>
<ul style="list-style-type: none"> <li>Delivery lead time of the Distribution Board</li> </ul>	<b>40%</b>	<i>Annexure C</i>
<b>Total Weighting:</b>	<b>100%</b>	
<b>Minimum qualifying score required:</b>	<b>70%</b>	

The following applicable values will be utilised when scoring each criterion mentioned above:

- 6.3.1 Previous or current related experience based on the number of successful project deliverables, stating but not limited to the following: Name of project, Scope of the project, Value of the project and Duration of the project.
  - More than 5 Distribution Boards Manufacture
  - 3- 5 Distribution Board manufactured
  - Less than 3 Distribution Boards Manufactured
- 6.3.2 Deliver Lead time of the Distribution Boards.
  - Less than 12 weeks
  - 13- 15 weeks
  - More than 15 weeks

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

**6.4 STAGE FOUR: Evaluation and Final Weighted Scoring**

a) **Price Criteria** [Weighted score 90 points]:

Evaluation Criteria	RFP Reference
• Commercial offer	<i>Section 3</i>

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

$$PS = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

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

b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 10 points]

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form

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

**SUMMARY: Applicable Thresholds and Final Evaluated Weightings**

Threshold	Minimum Percentage [%]
Technical / functionality	70%

Evaluation Criteria	Final Weighted Scores
Price	90
B-BBEE - Scorecard	10
<b>TOTAL SCORE:</b>	<b>100</b>

**6.5 STAGE FIVE: Post Tender Negotiations (if applicable)**

Transnet reserves the right to conduct post tender negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should Transnet conduct post tender negotiations, Respondents 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 90/10 and the contract will be negotiated and awarded to the successful Respondent(s).

**IMPORTANT NOTICE TO RESPONDENTS**

Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFPs exceeding R5million [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFP process which meets this threshold, a complaint may be lodged with the Ombudsman for further investigation. The Ombudsman reserves the right to refer the complaint to an external service provider for investigation.

It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference OF the Ombudsman which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).

An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net).

For transactions below the abovementioned threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division/Specialist Unit.

Respondents are to note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a Bidder on its List of Excluded Bidders.


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**CLOSING VENUE: TRANSNET PARK BUILDING  
CLOSING DATE: 15 DECEMBER 2015  
CLOSING TIME: 10:00AM  
VALIDITY PERIOD: 90 Business Days**

**Section 3: PRICING AND DELIVERY SCHEDULE**

*Respondents are required to complete the table below:*

	<b>Port of East London Graving Dock Substation Refurbishment</b>
<b>TITLE</b>	<b>PAGE</b>
<b>BILL OF MATERIALS</b>	1/3
	<b>REV.</b>
	1


<b>TI: TYPE OF ISSUE</b>	<b>A - PRELIMINARY</b>	<b>C - FOR KNOWLEDGE</b>	<b>E - FOR CONSTRUCTION</b>	<b>G - AS BUILT</b>			
	<b>B - FOR APPROVAL</b>	<b>D - FOR QUOTATION</b>	<b>F - AS PURCHASED</b>	<b>H - CANCELLED</b>			
<b>Rev.</b>	<b>TI</b>	<b>Description</b>	<b>By</b>	<b>Ckd</b>	<b>APP.</b>	<b>Aut.</b>	<b>Date</b>
1	D	Issued for Tender	HN	HN	C.F.	C.R.	29/01/2015

**Instructions on Filling Out This Form**  
 i- Tenderers should fill out the Rate and Amount fields.  
 ii- Tenderers should list any other items required under the relevant section.  
 iii- Tenderers should add the totals of the relevant sections on the summary page. All the totals of the individual sections should be added to a final total amount.

<b>Supplier:</b>	<b>Proposal:</b>
<b>Identification (TAG):</b> 400V Switchgear Equipment	<b>Quantity:</b> As specified

Item	Description	Unit	QTY	Rate	Amount (ZAR)
<b>1</b>	<b>Provisional and General (P&amp;G)</b> Specify and Cost all P&G items required for the successful completion of the Contract.				
1.1	Health and Safety File	Lot	1	R	R
1.2	Medical and Instruction for Commissioning Personnel	Lot	1	R	R
1.3	Specify and Cost any other items required to conform to the Specification.				
1.3.1				R	R
1.3.2				R	R
1.3.3				R	R
<b>2</b>	<b>Detail Design</b> Specify and Cost all items required to for the successful completion of the Contract.				
2.1	Detail Design of 400V Switchboard A & B, including interface design to valve motors, auxiliary equipment and Remote Control Panel and Local 400V Distribution Board. This include single line diagrams, schematics, protection settings, cascading of circuit breakers, soft starters design and design workshops	Each	2	R	R
2.2	Detail Design of Remote Control Panel.	Each	1	R	R
2.3	Detail Design of 400V Local Distribution Board.	Each	1	R	R
2.4	Specify and Cost any other items required to conform to the Specification.				
2.4.1				R	R
2.4.2				R	R
2.4.3				R	R
<b>3</b>	<b>Supply, Deliver to Site and Off-Load</b> Specify and Cost all items required to for the successful completion of the Contract.				
3.1	400V Switchboard A & B	Each	2	R	R
3.2	Remote Control Panel.	Each	1	R	R
3.3	400V Local Distribution Board.	Each	1	R	R
3.4	Specify and Cost any other items required to conform to the Specification.				
3.4.1				R	R
3.4.2				R	R
3.4.3				R	R




 <b>TRANSNER</b>	<b>Port of East London</b> <b>Graving Dock Substation Refurbishment</b>
<b>TITLE</b>  <b>BILL OF MATERIALS</b>	PAGE 2/3  REV. 1

<b>TI: TYPE OF ISSUE</b>		A - PRELIMINARY B - FOR APPROVAL	C - FOR KNOWLEDGE D - FOR QUOTATION	E - FOR CONSTRUCTION F - AS PURCHASED	G - AS BUILT H - CANCELLED					
Rev.	TI	Description			By	Clk	APP.	Aut.	Date	
1	D	Issued for Tender			H.	HN.	C.F.	C.R.	27/10/2015	
<b>Instructions on Filling Out This Form</b> I - Tenderers should fill out the Rate and Amount field. II - Tenderers should list any other items required under the relevant section. III - Tenderers should add the totals of the relevant sections on the summary page. All the totals of the individual sections should be added to a final tender amount.										
<b>Supplier:</b>					<b>Proposal:</b>					
<b>Identification (TAG):</b> 400V Switchgear Equipment					<b>Quantity:</b> As specified					
Item	Description	Unit	QTY	Rate	Amount (ZAR)					
<b>4 Factory Acceptance Testing</b> Specify and Cost all items required to for the successful completion of the Contract.										
4.1	400V Switchboard A & B.	Each	2	R	R					
4.2	Remote Control Panel.	Each	1	R	R					
4.3	400V Local Distribution Board.	Each	1	R	R					
4.4 Specify and Cost any other items required to conform to the Specification.										
4.4.1				R	R					
4.4.2				R	R					
4.4.3				R	R					
<b>5 Site Acceptance Testing</b> Specify and Cost all items required to for the successful completion of the Contract.										
5.1	400V Switchboard A & B including interface to equipment.	Each	2	R	R					
5.2	Remote Control Panel including interface to equipment..	Each	1	R	R					
5.3	400V Local Distribution Board including interface to equipment.	Each	1	R	R					
5.4 Specify and Cost any other items required to conform to the Specification.										
5.4.1				R	R					
5.4.2				R	R					
5.4.3				R	R					
<b>6 Training</b> Specify and Cost all items required to for the successful completion of the Contract.										
6.1	Training on Soft Starters	Lot	1	R	R					
6.2	Training on the 400V Switchgear	Lot	1	R	R					
6.3 Specify and Cost any other items required to conform to the Specification.										
6.3.1				R	R					
6.3.2				R	R					
6.3.3				R	R					

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	<b>Port of East London</b> <b>Graving Dock Substation Refurbishment</b>	PAGE 3/3  REV. 1
<b>BILL OF MATERIALS</b>		

TI: TYPE OF ISSUE	A - PRELIMINARY	C - FOR KNOWLEDGE	E - FOR CONSTRUCTION	G - AS BUILT			
	B - FOR APPROVAL	D - FOR QUOTATION	F - AS PURCHASED	H - CANCELLED			
Rev.	TI	Description	By	Ckd	App.	Aut.	Date
1	D	Issued for Tender	HN	HN	C.F.	C.R.	21/10/2015

**Instructions on Filling Out This Form**

I - Tenderers should fill out the Rate and Amount field.

II - Tenderers should list any other items required under the relevant section.

III - Tenderers should add the totals of the relevant sections on the summary page. All the totals of the individual sections should be added to a final tender amount.

Supplier: \_\_\_\_\_

Identification (TAG): **400V Switchgear Equipment**      Proposal: \_\_\_\_\_

Quantity: **As specified**

Item	Description	Unit	QTY	Rate	Amount
<b>7</b>	<b>Summary Section</b>				
7.1	Sub Total of Part 1: Provisional and General (P&G)				R
7.2	Sub Total of Part 2: Detail Design				R
7.3	Sub Total of Part 3: Supply, Deliver to Site and Off-Load				R
7.4	Sub Total of Part 4: Factory Acceptance Testing				R
7.5	Sub Total of Part 5: Site Acceptance Testing				R
7.6	Sub Total of Part 6: Training				R
<b>8</b>	<b>Total</b>				
8.1	Tender Total (Excl. VAT)				R
8.2	VAT @ 14%				R
8.3	Tender Total (Incl. VAT)				R

**Notes to Pricing:**

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non responsive.
- c) Prices are to be quoted on a delivered basis to Port of East London.
- d) 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.
- e) Where a Respondent's price(s) includes imported content, the rate of exchange to be used must be the currency's rate published by the South African Reserve Bank 7 [seven] calendar days prior to the closing date of this RFP:  
Currency rate of exchange utilised: \_\_\_\_\_
- f) Manufacturing and delivery lead time calculated from date of receipt of purchase order: \_\_\_\_\_ weeks.
- g) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 1, clause 1]

YES	
-----	--

OR

- h) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed a period of seven (07) months, subject thereafter to adjustment (i.e. after the initial period of (07) months), utilizing the following price index/indices/adjustment formula. [Not to be confused with bid validity period Section 1, clause 1]

.....

.....

YES	
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**1 DISCLOSURE OF PRICES TENDERED**

- 1.1 Respondents must indicate below whether Transnet may disclose their tendered prices and conditions to other Respondents:

YES	
-----	--

NO	
----	--

**2 PRICE REVIEW**

- 2.1 The successful Respondent(s) [the Supplier] will be obliged to submit to an annual price review. Transnet will be benchmarking this price offering(s) against the lowest price received as per a benchmarking exercise. If the Supplier's price(s) is/are found to be higher than the benchmarked price(s), then the Supplier shall match or better such price(s) within 30 [thirty] calendar days,

failing which the contract may be terminated at Transnet's discretion or the particular item(s) or service(s) purchased outside the contract.

**3 RETURN OF SURPLUS GOODS**

Respondents are required to indicate whether they have a return policy in place (if so attach a copy):

<b>YES</b>		<b>NO</b>	
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Respondents are required to indicate a reasonable timeframe during which Transnet may return any surplus goods:

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**4 MANUFACTURERS**

The Respondents must state hereunder the actual manufacturer(s) of the Goods tendered for:

4.1 Local Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

4.2 Foreign Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

**5 INSPECTION DETAILS**

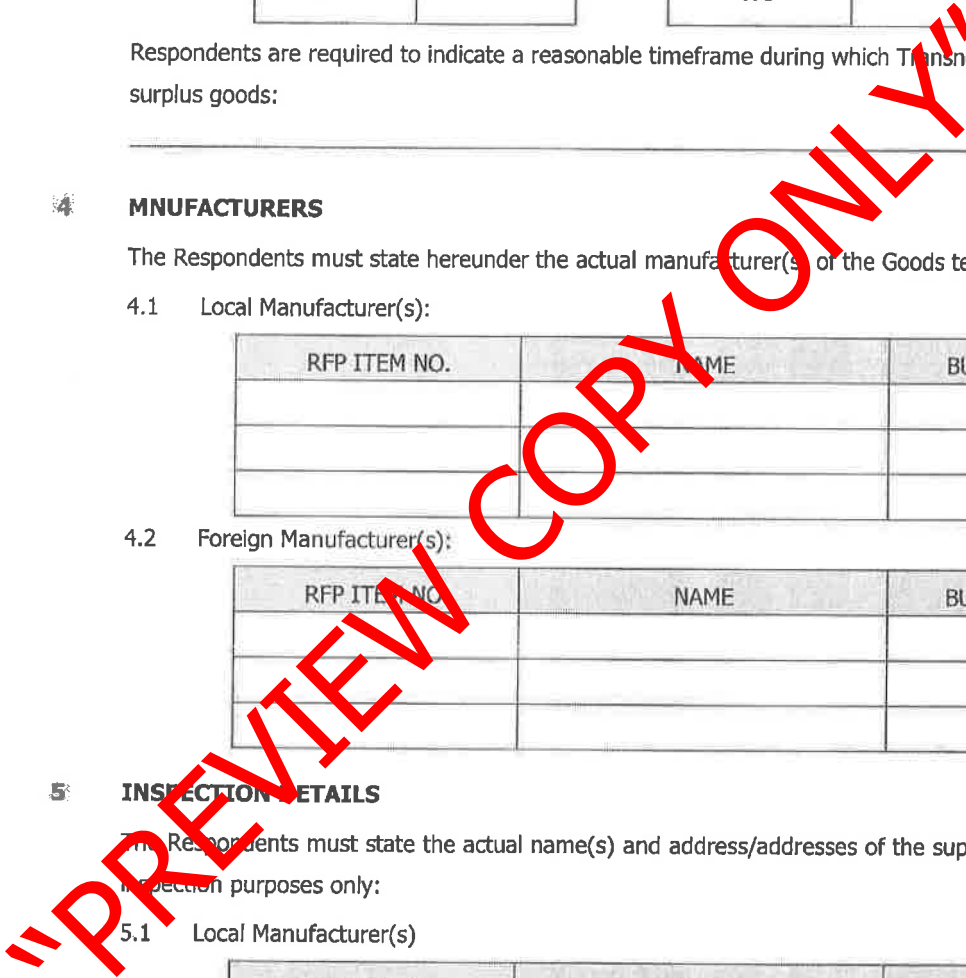
The Respondents must state the actual name(s) and address/addresses of the suppliers of the Goods for inspection purposes only:

5.1 Local Manufacturer(s)

RFP ITEM NO.	NAME	BUSINESS ADDRESS

5.2 Foreign Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS



**6 IMPORTED CONTENT**

The Respondents must state hereunder the value and percentage of the imported content as well as the country of origin in respect of each item tendered for:

RFP ITEM NO / DESCRIPTION.	VALUE	% COST	COUNTRY OF ORIGIN

Note: Where more than one country is applicable to one item, the Respondents must furnish this information separately.

**7 EXCHANGE AND REMITTANCE**

The attention of the Respondents is directed to clause 16 [Exchange and Remittance] of the General Bid Conditions. If Transnet is requested by the Respondent to effect payment overseas direct to the Respondent's principal or supplier, which is not a registered South African Company please complete the details below, using the rate of exchange published by the South African Reserve Bank 7 [seven] calendar days before the closing date of this RFP:

7.1 ZAR 1.00 [South African currency] being equal to \_\_\_\_\_ [foreign currency]

7.2 \_\_\_\_\_ % in relation to tendered price(s) to be remitted overseas by Transnet

7.3 \_\_\_\_\_ [Name of country to which payment is to be made]

7.4 Beneficiary details:

Name [Account holder] \_\_\_\_\_

Bank [Name and branch code] \_\_\_\_\_

Swift code \_\_\_\_\_

Country \_\_\_\_\_

7.5 \_\_\_\_\_ [Applicable base date of Exchange Rate used]

Respondents are advised that should a contract be awarded for deliveries on an "as and when required" basis, any future remittance(s) to overseas principals/suppliers, as instructed above, will be based on the currency rate of exchange related to the contractual price of the Goods at that time.

Respondents should note that Transnet would prefer to receive fixed price offers expressed in South African Rand [ZAR].

**8 EXPORT CREDIT AGENCY SUPPORTED FINANCE**

In order to finance its payment obligations under a future contract where foreign transactions are involved, Transnet may consider raising debt financing [an **ECA Facility**] from one or more banks or financial institutions, with the benefit of export credit agency [ECA] credit support to be provided by an ECA.

Under such circumstances the successful Respondent will agree to undertake:

- a) to provide [and/or cause the Parent/OEM to provide, as applicable] to Transnet and the banks and financial institutions that may participate in the ECA Facility all such assistance as an

importer of Goods and/or Services, which are eligible for ECA credit supported finance by an ECA, is generally required to provide for the purposes of obtaining ECA support;

- b) not to do or [as Supplier of the relevant eligible Goods or services] omit to do anything, which may adversely affect Transnet's prospects of qualifying for or, once obtained, maintaining ECA credit support by an ECA in respect of an ECA Facility.

All cost, expenses, charges and liabilities incurred by Transnet in establishing an ECA Facility with credit support from an Export Credit Agency, may be for the account of Transnet.

**9 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 Goods to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set out in Appendix (iii) and Annexure D [Specifications and Drawings] of this RFP and shall also adhere to railway safety requirements and/or regulations [as applicable]. 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 organisation.

**Accepted:**

<b>YES</b>	
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<b>NO</b>	
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**10 SERVICE LEVELS**

10.1 An experienced national account representative(s) is required to work with Transnet's measurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.

10.2 Transnet will have quarterly reviews with the Supplier's account representative on an on-going basis.

10.3 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.

10.4 The Supplier guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:

- a) Random checks on compliance with quality/quantity/specifications
- b) On-time delivery

If the Supplier does not achieve this level as an average over each quarter, Transnet will receive a 1.5% [one and a half per cent] rebate on quarterly sales payable in the next quarter

10.5 The Supplier must provide a telephone number for customer service calls.

10.6 Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Supplier of its intention to do so.

**Acceptance of Service Levels:**

YES	
-----	--

NO	
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**11 TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES**

11.1 Respondents shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFP process, to participate with Transnet in its continuous improvement initiatives to reduce the total cost of ownership [TCO], which will reduce the overall cost of transportation services and related logistics provided by Transnet's operating divisions within South Africa to the ultimate benefit of all end-users.

**Accepted:**

YES	
-----	--

NO	
----	--

If "yes", please specify details in paragraph 14.2 below.

11.2 Respondents must briefly describe their commitment to TCO and 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 Proposal if there is insufficient space available below.

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**12 RISK**

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

**12.1 Quality and specification of Goods delivered:**

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**12.2 Continuity of supply:**

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**12.3 Compliance with the Occupational Health and Safety Act, 85 of 1993:**

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**13 REFERENCES**

Please indicate below a minimum of 3 company names and contact details of previous and/or existing customers whom Transnet may contact to seek third party evaluations of your service levels:

NAME OF COMPANY	CONTACT PERSON	TELEPHONE

**14 FINANCIAL STABILITY**

Respondents are required to submit their latest audited financial statements for the past 3 years with their Proposal in order to enable Transnet to establish financial stability.

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

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**RPF FOR THE SUPPLY AND DELIVERY OF  
400V SWITCHGEAR FOR GRAVING DOCK AT PORT OF EAST LONDON  
FOR A PERIOD OF SEVEN (07) MONTHS**

**Section 4 : PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS**

I/We \_\_\_\_\_  
[name of entity, company, close corporation or partnership] of [full address]

\_\_\_\_\_ carrying on business trading/operating 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, dated \_\_\_\_\_ to enter into, sign execute and complete any documents relating to this proposal and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should Transnet decide to enter into Post Tender Negotiations with shortlisted bidder(s).

FULL NAME(S)

CAPACITY

SIGNATURE

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

I/We hereby offer to supply the abovementioned Goods at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

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

- (i) Master Agreement;
- (ii) General Bid Conditions – Goods; and
- (iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

I/We accept that unless Transnet should otherwise decide and so inform me/us in the letter of award/intent, this Proposal [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 a letter of intent [the **Letter of Intent**], this Proposal [and, if any, its covering letter and any subsequent exchange of

correspondence] together with Transnet's Letter of 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 Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Goods within 16 [sixteen] weeks thereafter, 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 Proposals afresh and/or having to accept any less favourable Proposal.

I/We accept that any contract resulting from this offer will be for a period of **Seven (07) months** only.

Furthermore, I/we agree to a penalty clause/s to be negotiated with Transnet, which will allow Transnet to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed delivery of the Goods due to non-performance by ourselves, failure to meet B-BBEE Improvement Plan commitments. A penalty of up to 100% of the outstanding portion of the Supplier Development commitment will be applied and Transnet reserves the right to set this off against any payment due to the Respondent. In addition, I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide Transnet with cause for cancellation.

#### ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The *domicilium 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 authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity:

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Facsimile:

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Address:

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#### NOTIFICATION OF AWARD OF RFP

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

**VALIDITY PERIOD**

Transnet requires a validity period of 90 [ninety] Business Days [from closing date] against this RFP.

**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 RFP 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)
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**RETURNABLE DOCUMENTS**

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent.

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

**a) Mandatory Returnable Documents**

*Failure to provide all mandatory Returnable Documents at the closing date and time of this tender will result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.*

Please confirm submission of the mandatory Returnable Documents detailed below by so indicating [Yes or No] in the table below.

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 3 : Pricing and Delivery Schedule	
Submission of proof of Compliance to ISO9001	
Submission of Proof of compliance to Design and type test to IEC61439,Part 1&2 and IEC61641	
Submission of complete and signed Technical Compliance Sheet -Annexure A	
Submission of Technical Submission Questionnaire for Delivery Lead time-Annexure C	
Submission of Technical Submission Questionnaire for Previous or Current related experience-Annexure D	
Submission of Technical Schedule Annexure E :Main 400V Switchboard A and B (2 Pages)	

**b) Essential Returnable Documents**

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

*Failure to provide all essential Returnable Documents may result in a Respondent's disqualification at Transnet's sole discretion. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.*

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
SECTION 4 : Proposal Form and List of Returnable documents	
- Valid and original, or a certified copy, of your entity's B-BBEE Accreditation Certification as per the requirements stipulated in the B-BBEE Claims Form Section 7. Note: failure to provide these required documents at the closing date and time of the RFP will result in an automatic score of zero being allocated for preference	
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
- Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
SECTION 8 : Certificate of attendance of Site Inspection /Site ( RFP) Briefing	
Original and valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 5 : RFP Declaration and Breach of Law Form	
SECTION 7 : B-BBEE Preference Claim Form	

**c) Additional Documents**

In addition to the requirements of paragraphs (a) and (b) above, Respondents are further requested to submit with their Proposals the following **additional documents** as detailed below. Please confirm submission of these additional documents by so indicating [Yes or No] in the table below:

ADDITIONAL DOCUMENTS	SUBMITTED [Yes or No]
ANNEXURE B : B-BBEE Improvement Plan	

**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to the Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFP. 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.

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

Bidders furthermore agree that Transnet SOC Ltd shall recognise no claim from them for relief based on an allegation that they have overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating their offered prices or otherwise.

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

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

- 1 General Bid Conditions\*
- 2 Terms and Conditions of Contract for the supply of Goods to Transnet\*
- 3 Supplier Integrity Pact\*
- 4 Non-disclosure Agreement\*
- 5 Specifications and drawings included in this RFP

Alternatively, for all existing vendors, please provide vendor number(s) if/ve:

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

In the Yes/No column above, please confirm that all 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).

\*(available on Transnet's website or upon request)

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: \_\_\_\_\_

**RFP FOR THE SUPPLY AND DELIVERY OF  
400V SWITCHGEAR FOR GRAVING DOCK AT PORT OF EAST LONDON  
FOR A PERIOD OF SEVEN (07) MONTHS**

**Section 5: RFP 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 RFP Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal [RFP];
3. we have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Services 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 adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. at no stage have we received additional information relating to the subject matter of this RFP from Transnet sources other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
5. we are satisfied insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from Bidders in responding to this RFP 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 / director / 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 5 and/or 6 exists, the Respondent is to complete the following section:

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

ADDRESS:

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

Indicate nature of relationship with Transnet:

\_\_\_\_\_

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

9. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.
10. We accept that any dispute pertaining to this Bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought.
11. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

**BREACH OF LAW**

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

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

NATURE OF BREACH: \_\_\_\_\_

DATE OF BREACH: \_\_\_\_\_

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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

**RPF FOR THE SUPPLY AND DELIVERY OF  
400V SWITCHGEAR FOR GRAVING DOCK AT PORT OF EAST LONDON  
FOR A PERIOD OF SEVEN (07) MONTHS**

**Section 6: RFP CLARIFICATION REQUEST FORM**

**RFP No: RME CPT 372/2015**

RFP deadline for questions / RFP Clarifications: Before 12:00 on 09 December 2015

TO: Transnet SOC Ltd  
ATTENTION: Tshегоfatso Shaku  
EMAIL: Tshегоfatso.Shaku@transnet.net  
DATE: \_\_\_\_\_  
FROM: \_\_\_\_\_

RFP Clarification No [to be inserted by Transnet]

**REQUEST FOR RFP CLARIFICATION**

\_\_\_\_\_  
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**RPF FOR THE SUPPLY AND DELIVERY OF  
400V SWITCHGEAR FOR GRAVING DOCK AT PORT OF EAST LONDON  
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**Section 7: 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 10 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 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 be 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;
- 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 **"functionality"** 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 of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 31 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 9(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.
- 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 10]
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
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 CCA 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 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 a 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 or 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 21 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 10 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 .....
- (iii) The B-BBEE status level of the subcontractor .....
- (iv) Is the subcontractor an EME? YES/NO

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 Provider, 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, certifies 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 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
  - (e) forward the matter for criminal prosecution.

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**WITNESSES:**

1. ....

2. ....

SIGNATURE OF LIDER

DATE: .....

COMPANY NAME: .....

ADDRESS: .....

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**RPF FOR THE SUPPLY AND DELIVERY OF  
400V SWITCHGEAR FOR GRAVING DOCK AT PORT OF EAST LONDON  
FOR A PERIOD OF SEVEN (07) MONTHS**

**Section 8: CERTIFICATE OF ATTENDANCE OF COMPULSORY SITE MEETING / SITE (RFP) BRIEFING**

Site Inspection /Site ( RFP) Briefing

It is hereby certified that –

1. \_\_\_\_\_

2. \_\_\_\_\_

Representative(s) of \_\_\_\_\_ [name of entity]  
attended the site meeting / Site (RFP) briefing in respect of the proposed Goods to be supplied in terms  
of this RFP on \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
TRANSNET'S REPRESENTATIVE

\_\_\_\_\_  
RESPONDENT'S REPRESENTATIVE

DATE \_\_\_\_\_

DATE \_\_\_\_\_

EMAIL \_\_\_\_\_

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**RPF FOR THE SUPPLY AND DELIVERY OF  
400V SWITCHGEAR FOR GRAVING DOCK AT PORT OF EAST LONDON  
FOR A PERIOD OF SEVEN (07) MONTHS**

**Section 9 : B-BBEE IMPROVEMENT PLAN**

Transnet encourages its Suppliers to constantly strive to improve their B-BBEE rating and requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate whether they will maintain or improve their BBEE status over the contract period.

**Additional contractual requirements**

Should a contract be awarded through this RFP process, the successful Respondent(s) may be contractually committed, *inter alia*, to the following conditions:

- a) The original B-BBEE Improvement Plan may require certain additions or updates in order to ensure that Transnet is satisfied that developmental objectives will be met.
- b) The Supplier will need to ensure that the relevant mechanisms and procedures are in place to allow Transnet access to information to measure and verify the Supplier's compliance with its stated B-BBEE Improvement commitments.
- c) The Supplier will be required to provide:
  - (i) quarterly status reports for Transnet; and
  - (ii) a final B-BBEE Improvement Plan report, to be submitted to Transnet prior to the expiry date of the contract, detailing delivery, implementation and completion of all B-BBEE Improvement components.
- d) All information provided by the Supplier in order to measure its progress against its stated targets will be auditable.

Respondents are requested to submit their B-BBEE Improvement Plan as an **additional document** with their Proposals by completion of **Annexure B** appended hereto. [Refer Annexure B for further instructions]



**ANNEXURE A**

**TECHNICAL COMPLIANCE SHEET -RME CPT 372/2015**

**SUPPLY AND DELIVERY OF 400V SWITCHGEAR FOR GRAVING DOCK AT PORT OF EAST LONDON FOR A PERIOD OF SEVEN (07) MONTHS**

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

Noted is to be applied against statements and either of the other responses for all other clauses. Where either **“Partial Compliance”** is inserted, remarks as to the reason for the deviation from the requirement is required.

<b>Main Specification:</b>			
<b>Item</b>	<b>Specification Clause No.</b>	<b>Compliance Response</b>	<b>Explanation / Deviation / Reason</b>
1	Clause 3.1		
2	Clause 3.2		
3	Clause 3.3		
4	Clause 3.4		
5	Clause 3.5		
6	Clause 3.5		
9	Clause 3.6.1		
10	Clause 3.6.2		
11	Clause 3.6.3		
12	Clause 3.7.1		
13	Clause 3.7.2		
14	Clause 3.8		
15	Clause 3.9		
16	Clause 4.1		
17	Clause 4.2		
18	Clause 4.3		
19	Clause 4.4		



20	Clause 4.5		
21	Clause 4.6		
22	Clause 4.7		
23	Clause 4.8		
24	Clause 4.9		

---

**Respondent's Signature**

**Date & Company Stamp**

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**ANNEXURE B : B-BBEE IMPROVEMENT PLAN**

Transnet encourages its Suppliers/Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which their ownership, management control, Supplier Development, Preferential Procurement and Enterprise Development will be maintained or improved over the contract period.

Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals.

*Respondents are to insert their current status (%) and future targets (%) for the B-BBEE Improvement Plan [i.e. not the % change but the end-state quantum expressed as a percentage] in the table below. This will indicate how you intend to sustain or improve your B-BBEE rating over the contract period. On agreement, this will represent a binding commitment to the successful Respondent.*

*Transnet reserves the right to request supporting evidence to substantiate the commitments made in the B-BBEE Improvement Plan.*

OWNERSHIP INDICATOR	Required Responses	Current Status (%)	Future Target (%)
1. The percentage of the business owned by Black <sup>1</sup> persons.	<i>Provide a commitment based on the extent to which ownership in the hands of Black persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
2. The percentage of your business owned by Black women.	<i>Provide a commitment based on the extent to which ownership in the hands of Black women as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
3. The percentage of the business owned by Black youth <sup>2</sup>	<i>Provide a commitment based on the extent to which ownership in the hands of Black youth as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
4. The percentage of the business owned by Black persons living with disabilities	<i>Provide a commitment based on the extent to which ownership in the hands of Black disabled persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
5. New Entrants <sup>3</sup> (Early stage business)	<i>Provide a commitment based on the extent to which new entrants will be supported over the contract period.</i>		

1 "Black" means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003

2 "Black youth" means Black persons from the age of 16 to 35

3 "New Entrants" means an early stage business which is similar to a start-up. However, an early stage business is typically 3 years old or less.

Respondent's Signature

Date & Company Stamp

MANAGEMENT CONTROL INDICATOR	Required Responses	Current Status (%)	Future Targets (%)
6. The percentage of Black Board members in relation to the total number of Board members	<i>Provide a commitment based on the extent to which the number of Black Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</i>		
7. The percentage of Black female Board members in relation to the total number of Board members	<i>Provide a commitment based on the extent to which the number of Black female Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</i>		
8. Black Executives directors as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
9. Black female Executives directors as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black female executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
<b>Other Executive Management</b>	<b>Required Response</b>	<b>Current Status (%)</b>	<b>Future Targets (%)</b>
10. Black Executive Management as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
11. Black Female Executive Management as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black female executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
<b>Senior Management</b>	<b>Required Response</b>	<b>Current Status (%)</b>	<b>Future Targets (%)</b>
12. Black employees in Senior Management as a percentage of all senior management	<i>Provide the percentage of Blacks that would be appointed or retained by the Board and would be operationally involved in the day to day <b>senior management</b> of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of <b>overall strategy</b>, over the contract period.</i>		
13. Black female employees in Senior Management as a percentage of all senior management	<i>Provide the percentage of Black females that would be appointed or retained by the Board and would be operationally involved in the day to day <b>senior management</b> of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of <b>overall strategy</b>, over the contract period.</i>		
<b>Middle Management</b>	<b>Required Response</b>	<b>Current</b>	<b>Future</b>

		Status (%)	Targets (%)
14. Black employees in Middle Management as a percentage of all middle management	<i>Provide the percentage of Blacks that would be retained or appointed by the organisation in the <b>middle management</b> cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the <b>day to day management</b> of the organisation, over the contract period.</i>		
15. Black female employees in Middle Management as a percentage of all middle management	<i>Provide the percentage of Blacks females that would be retained or appointed by the organisation in the <b>middle management</b> cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the <b>day to day management</b> of the organisation, over the contract period.</i>		
<b>Junior Management</b>	<b>Required Responses</b>	<b>Current Status (%)</b>	<b>Future Targets (%)</b>
16. Black employees in Junior management as a percentage of all junior management	<i>Provide a commitment based on the extent to which the number of Black Junior Managers as a percentage of the total junior Managers, would be sustained or increased over the contract period.</i>		
17. Black female employees in Junior management as a percentage of all junior management	<i>Provide a commitment based on the extent to which the number of Black female Junior Managers as a percentage of the total junior Managers, would be sustained or increased over the contract period.</i>		
<b>Employees with disabilities</b>	<b>Required Response</b>	<b>Current Status (%)</b>	<b>Future Targets (%)</b>
18. Black employees with disabilities as a percentage of all employees	<i>Provide a commitment based on the extent to which the percentage of Black disabled employees, in relation to the total of all employees in the organisation, would be sustained or increased over the contract period.</i>		
<b>PREFERENTIAL PROCUREMENT INDICATOR</b>	<b>Required Responses</b>	<b>Current Status (%)</b>	<b>Future Targets (%)</b>
19. B-BBEE procurement spend from all Empowering Suppliers <sup>4</sup> based on the B-BBEE procurement	<i>Provide a commitment based on the extent to which B-BBEE spend from all Empowering Suppliers would be sustained or increased over the contract period.</i>		

<sup>4</sup> "Empowering Suppliers" means a B-BBEE compliant entity, which should meet at least three of the following criteria if it is a Large Enterprise or one if it is a QSE:

(a) At least 25% of cost of sales excluding labour cost and depreciation must be procured from local producers or local supplier in SA, for service industry labour cost are included but capped to 15%.

(b) Job creation - 50% of jobs created are for Black people provided that the number of Black employees since the immediate prior verified B-BBEE Measurement is maintained.

(c) At least 25% transformation of raw material/beneficiation which include local manufacturing, production and/or assembly, and/or packaging.

(d) Skills transfer - at least spend 12 days per annum of productivity deployed in assisting Black EMEs and QSEs beneficiaries to increase their operation or financial capacity.

<p>recognition level as a percentage of total measured procurement spend</p>			
<p>20. 20 B-BBEE procurement spend from all Empowering Suppliers QSEs based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend</p>	<p><i>Provide a commitment based on the extent to which B-BBEE spend from Empowering Supplier QSEs would be sustained or increased over the contract period</i></p>		
<p>21. B-BBEE procurement spend from Exempted Micro-Enterprise based on the applicable B-BBEE procurement recognition Levels as a percentage of Total Measured Procurement Spend</p>	<p><i>Provide a commitment based on the extent to which B-BBEE spend from EMEs would be sustained or increased over the contract period</i></p>		
<p>22. B-BBEE procurement spend from Empowering Suppliers that are at least 51% black owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend</p>	<p><i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 51% Black-owned would be maintained or increased over the contract period.</i></p>		
<p>23. B-BBEE procurement spend from Empowering Suppliers that are at least 30% black women owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend</p>	<p><i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 30% Black women-owned would be maintained or increased over the contract period.</i></p>		
<p>24. B-BBEE Procurement Spent from Designated Group<sup>5</sup> Suppliers that are at least 51% Black owned</p>	<p><i>Provide a commitment based on the extent to which spend from suppliers from Designated Group Suppliers that are at least 51% Black owned would be maintained or increased over the contract period.</i></p>		

<sup>5</sup> "Designated Groups" means:

- a) unemployed black people not attending and required by law to attend an educational institution and not awaiting admission to an educational institution;
- b) black people who are youth as defined in the National Youth Commission Act of 1996;
- c) black people who are persons with disabilities as defined in the Codes of Good Practice on employment of people with disabilities issued under the Employment Equity Act;
- d) black people living in rural and under developed areas; and
- e) black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.

Respondent's Signature

Date & Company Stamp

SUPPLIER DEVELOPMENT INDICATOR	Required Response	Current Status (%)	Future Target (%)
25. Annual value of all Supplier Development <sup>6</sup> Contributions made by the Measured entity as a percentage of the target	<i>Provide a commitment based on the percentage in your organisation's annual spend on Supplier Development initiatives, will be maintained or improved over the contract period.</i>		
ENTERPRISE DEVELOPMENT INDICATOR	Required Response	Current Status (%)	Future Target (%)
26. The organisation's annual spend on Enterprise Development <sup>7</sup> as a percentage of Net Profit after Tax [NPAT]	<i>Provide a commitment based on the retention or increase in your organisation's annual spend on Enterprise Development initiatives, as a percentage of its Net Profit after Tax, over the contract period.</i>		

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<sup>6</sup> **"Supplier Development"** means monetary or non-monetary contributions carried out for the benefit of value-adding suppliers to the Measured Entity, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:

(a) Supplier Development Contributions to suppliers that are Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% black owned or at least 51% black women owned.

Supplier Development within the context of the B-BBEE scorecard must be differentiated from Transnet's Supplier Development Initiatives. Whereas the former relates to the definition above, the latter relates to improving the socio-economic environment through initiatives that are committed to as part of a contract award that contribute to the development of a competitive supplier base in relation to a particular industry.

<sup>7</sup> **"Enterprise Development"** means monetary and non-monetary contributions carried out for the following beneficiaries, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:

(a) Enterprise Development Contributions to Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% Black owned or at least 51% Black women owned;

Respondent's Signature

Date & Company Stamp

## ANNEXURE C: TECHNICAL SUBMISSION QUESTIONNAIRE

### 2. DELIVERY LEAD TIME

Note to tenderers

The Tenderer is required to demonstrate that he has sufficient current and future capacity to carry out the work as detailed in the RFP and that he has capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

- 1) Manufacture and delivery lead time calculated from the date of receipt of purchase order:  
\_\_\_\_\_ Weeks.
- 2) Tenderer shall provide the Engineer with a minimum of (1) week notification from the witnessing of inspections and factory testing.

ACCEPTED

YES

NO

Signed \_\_\_\_\_

Date \_\_\_\_\_


Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_





	<b>ANNEXURE E (i)</b>	<b>Port of East London</b> <b>Graving Dock Substation Refurbishment</b>	
<b>Title</b>  <b>Technical Schedule: Main 400V Switchboard A and B</b>		<b>PAGE</b>  1/2	
		<b>REV.</b>  1	

TI: TYPE OF ISSUE		A - PRELIMINARY	C - FOR KNOWLEDGE	E - FOR CONSTRUCTION	G - AS BUILT		
		B - FOR APPROVAL	D - FOR QUOTATION	F - AS PURCHASED	H - CANCELLED		
Rev.	TI	Description	By	Ckd	APP.	Aut.	Date
1	D	Issued for Tender	H.N.	H.N.	H.N.	C.R.	04-Jun-15

**Instructions on Filling Out This Form**

I - Potential Suppliers should fill out the "MR/D" column of the "Proposed" field with one of the following options: "MR" (Meets Requirements) or "D" (Deviation).

II - Suppliers must list any items marked "D" and any other clarifications in the "Deviations List", of the Technical Requisition. To include information in addition to the contents of this datasheet, suppliers should proceed in the same manner.

III - The explanatory notes at the end of the Data Sheet are to be filled out by the Issuer and not by Suppliers.

<b>Supplier:</b>		<b>Proposal:</b>	
<b>Identification (TAG):</b>	Main 400V Switchboard A and B	<b>Quantity:</b>	Board A and Board B

Item	Description	Unit	Specified	MR / D	Proposed
<b>1</b>	<b>GENERAL</b>				
1.1	Manufacturer		(Specify)	-	
1.2	Country of Origin		(Specify)	-	
1.3	Type of Switchgear (Series name)		(Specify)	-	
1.4	Place to be tested		Gauteng RSA		
1.5	Altitude	masl	at sea level		
1.6	Ambient temperature	°C	35 (max.)		
<b>2</b>	<b>ELECTRICAL SYSTEM</b>				
2.1	Switchgear and controlgear assemblies - compliance with		IEC61439-2		
2.2	Switchgear and controlgear assemblies - internal arc		IEC61641		
2.2 (a)	Internal arc: permissible current under arcing conditions	kA	(Specify)	-	
2.2 (b)	Internal arc: rated operational voltage	V	(Specify)	-	
2.3	Earthing System		TN-S		
2.4	Nominal Voltage	V	400		
2.5	Rated operational voltage	V	690		
2.6	Rated rated insulation voltage Ui	V	1000		
2.7	Transient overvoltages	Cat	III		
2.8	Rated impulse withstand voltage (Uimp)	kV	(Specify)	-	
2.8	Rated frequency	Hz	50		
2.9	Installation environment: location type		Indoor		
2.10	Protection against ingress of solid foreign bodies and ingress of liquid	IP	IP 54		
2.11	Rated busbar current	A	2000		



ANNEXURE E (ii)

Port of East London

Graving Dock Substation Refurbishment

TITLE

Technical Schedule: Main 400V Switchboard A and B

PAGE

2/2

REV.

1

Item	Description	Unit	Specified	MR / D	Proposed
<b>3</b>	<b>INSTALLATION METHOD</b>				
3.1	Type		Floor standing		
3.2	Maximum overall dimensions		4 tiers per board		
3.3	External conductor type - Incoming		Top Entry Aluminium Busbar		
3.4	External conductor type - outgoing		Bottom Entry Copper Cables		
3.5	Access to cables		Front		
3.6	Busbar treatment		Tin-plated		
3.7	Colour of doors, side walls and covers		Light Orange SA 6105 B26		
3.8	Protection against corrosion - bolts, nuts, washers, fixing components, hinges catches		Stainless steel		
<b>4</b>	<b>MAINTANANCE CAPABILITIES</b>				
4.1	Method of functional units connection - Feeders		Fixed		
4.2	Method of functional units connection - Incomers		Withdrawable		
4.3	Method of functional units connection - Bus-Section		Withdrawable		
4.4	Form of separation		Form 3b		
<b>5</b>	<b>SCHEDULE DETAILS</b>				
5.1	Estimated design time	Weeks	(Specify)	-	
5.2	Estimated manufacturing time (including shipping)	Weeks	(Specify)	-	
5.3	Estimated Factory Acceptance Testing time	Weeks	(Specify)	-	
5.4	Estimated Commissioning time	Weeks	(Specify)	-	

**Explanatory Notes**

01 - Supplier shall refer or reference documents listed on the requisition to complete equipment specification.

02 - Supplier shall confirm and/or provide all equipment data while filing the proposed column.

**REFERENCE DOCUMENTS**

## Annexure F: Single Line Diagram and Proposed Layouts

- Annexure F (i)
- Annexure F (ii)
- Annexure F (iii)
- Annexure F (iv)
- Annexure F (V)

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ANNEXURE (D)

PROPOSED MAIN 400V BOARD A

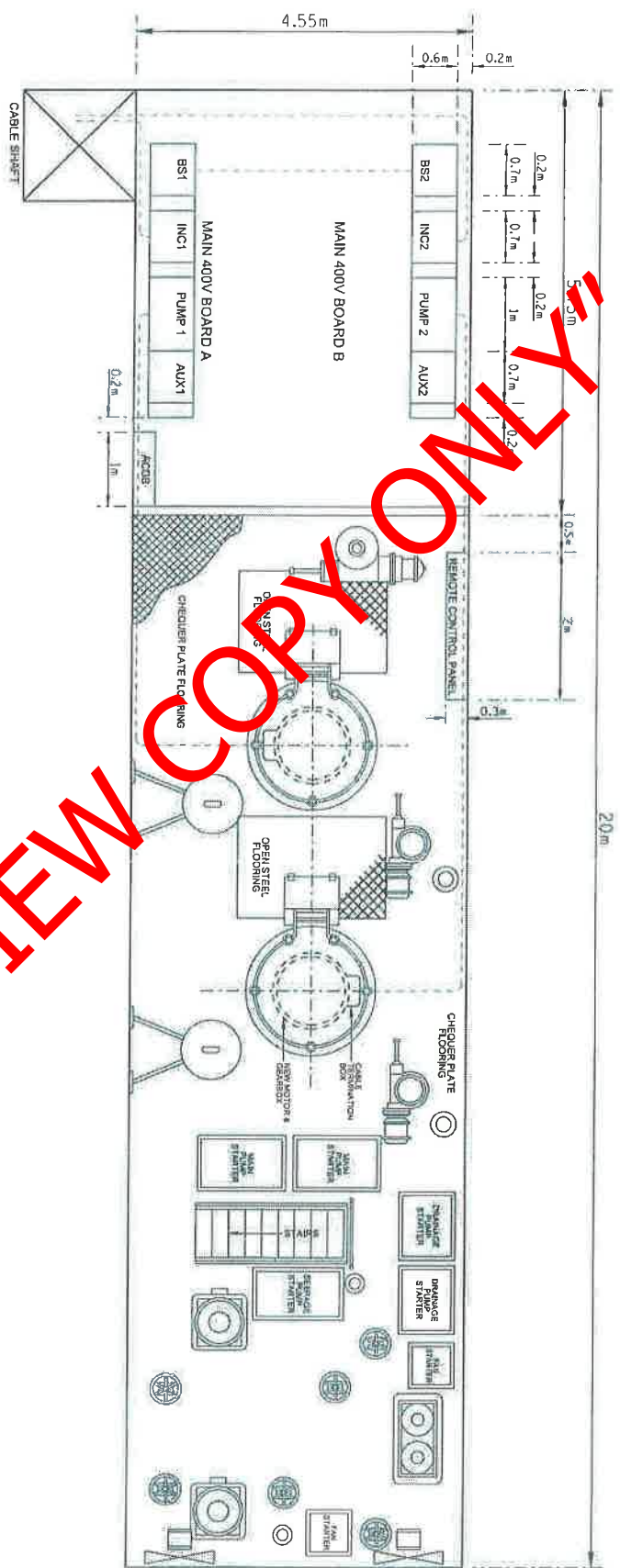


		<b>CLIENT</b> PORT OF EAST LONDON GRAVING DOCK SUBSTATION REFURBISHMENT		<b>PROJECT</b> 111398	
<b>DATE</b> 11/04/2014		<b>DESIGNED BY</b> C. RAMBULANA		<b>DATE</b> 11/04/2014	
<b>SCALE</b> 1:1		<b>PROJECT NO.</b> 111398		<b>REV.</b> 1	
<b>PROJECT NO.</b> 111398		<b>DATE</b> 11/04/2014		<b>SCALE</b> 1:1	
<b>PROJECT NO.</b> 111398		<b>DATE</b> 11/04/2014		<b>SCALE</b> 1:1	



ANNEXURE C (11)

PROPOSED PUMPHOUSE SUBSTATION LAYOUT



- INCLUDED IN SCOPE
- - - - - NEW 400V RESIN ENCAPSULATED BUSBARS
- NEW MOTORS

		<b>DESIGN DATA</b> 1. DESIGNER: [REDACTED] 2. CHECKER: [REDACTED]		<b>DATE</b> [REDACTED]	
<b>PROJECT</b> PORT OF EAST LONDON, GRAMING DOCK SUBSTATION REFURBISHMENT		<b>CLIENT</b> [REDACTED]		<b>DATE</b> [REDACTED]	
<b>PROPOSED PUMPHOUSE SUBSTATION LAYOUT</b>		<b>SCALE</b> [REDACTED]		<b>REVISION</b> [REDACTED]	

ANNEXURE C1V

### EXISTING PUMPHOUSE SUBSTATION LAYOUT



REVISION	REV. NO.			REV. DATE	REV. BY	REV. CHECKED	REV. APPROVED	SPECIFICATION
	1							
PROJECT								PORT OF EAST LONDON: GRAVING DOCK SUBSTATION REFURBISHMENT
DRAWING TITLE								EXISTING PUMPHOUSE SUBSTATION LAYOUT
DESIGNED BY								AD
CHECKED BY								AD
APPROVED BY								111388-PEL-EE-03





ANIME XURTS (D)

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**OPERATIONAL STEPS:**

STEP 1: OPEN NUMBER 1 MAIN PUMP SECTION VALVE

STEP 2: OPEN NUMBER 2 MAIN PUMP SECTION VALVE

STEP 3: OPEN NUMBER 1 MAIN PUMP DELIVERY/DISCHARGE VALVE

STEP 4: OPEN NUMBER 2 MAIN PUMP DELIVERY/DISCHARGE VALVE

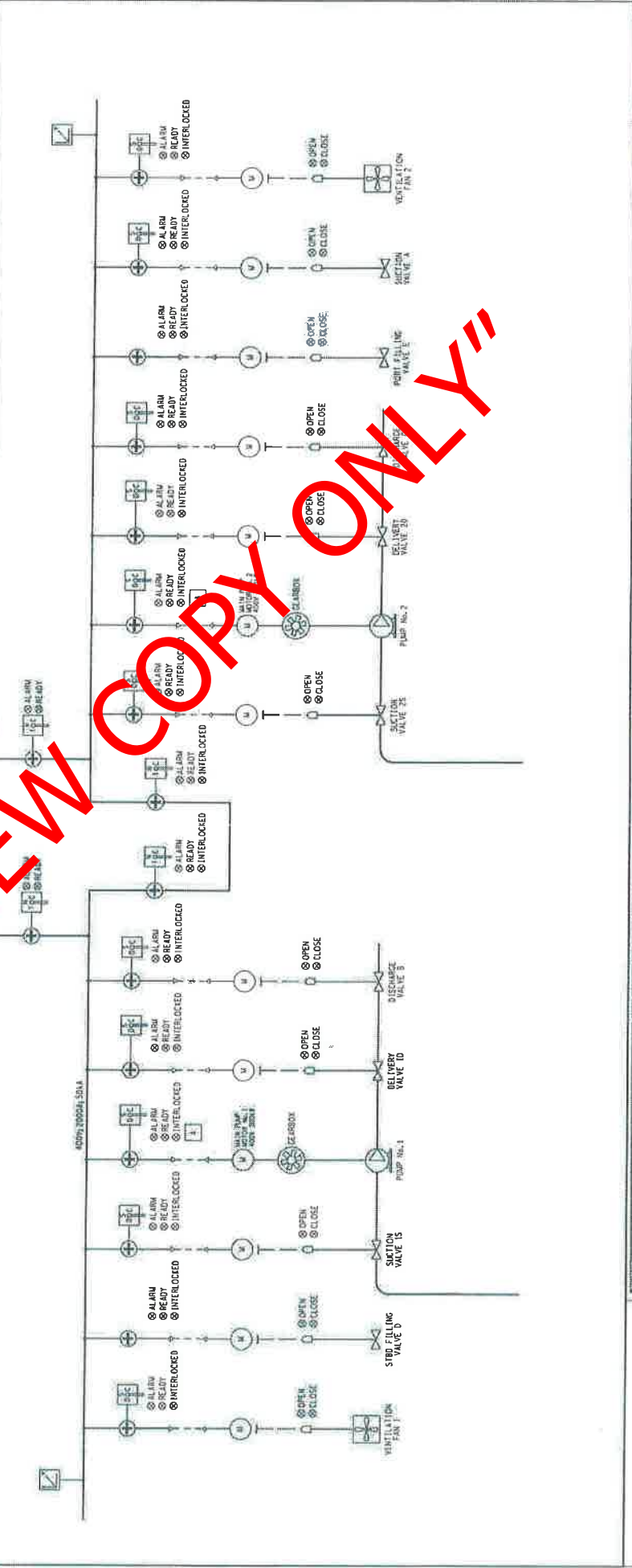
STEP 5: OPEN A VALVE

STEP 6: START NUMBER 1 MAIN PUMP

STEP 7: START NUMBER 2 MAIN PUMP

**LEGEND:**

- TRANSFORMER
- SEWA FUSE LED OPEN/CLOSE STATUS
- SPRING RETURN SWITCH TRIP/NEUTRAL/CLOSE
- 3 POSITION SWITCH OPEN/STOP/CLOSE
- DIGITAL AMMETER
- MOTOR
- CENTRIFUGAL PUMP
- GEARBOX
- WATER VALVE
- VENTILATION FAN
- OPEN/CLOSE STATUS LED



		<b>PORT OF EAST LONDON:</b> <b>GRAVING DOCK SUBSTATION REFRUBISHMENT</b>		SPECIFICATION 111398
DESIGNER C. DAMABILANA	CHECKED I. H. M.	PROJECT NO. 111398	DATE 11/09/16	DRAWING NO. 111398-REL-06
TITLE <b>REMOTE CONTROL PANEL          PANEL DOOR LAYOUT</b>			SHEET NO. 1	TOTAL SHEETS 1





**APPENDIX (I)**

**GENERAL BID CONDITIONS - GOODS**

**[March 2015]**

**"PREVIEW COPY ONLY"**

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## 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 **Goods** shall mean the goods required by Transnet as specified in its Bid Document;
- 1.5 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.6 **RFP** shall mean Request for Proposal;
- 1.7 **RFQ** shall mean Request for Quotation;
- 1.8 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.9 **Supplier** 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 SUBMITTING 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 and/or formats 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/or formats and not in other forms and/or formats 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 and/or formats must be completed for submission and not a reprocessed copy or other format thereof.
- 4.3 Only if insufficient space has been allocated to a particular response may a Respondent submit additional information under separate cover using the 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 the Bid Document.
- 5.2 Where necessary, only Respondents that have paid the Bid fee and provided proof of payment when submitting their proposal will be considered.

## **6 VALIDITY PERIOD**

- 6.1 The Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after 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 VISITS / BRIEFING SESSIONS**

Respondents may be requested to attend a site visit or briefing session where it is necessary to view the site in order to prepare their Bids, or where Transnet deems it necessary to provide Respondents with further information to allow them to complete their Bids properly. Where such visits or sessions are indicated as compulsory in the RFX 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 Bid before the closing date, the Respondent must direct such queries to the contact person listed in the RFX Document in the stipulated manner.

## **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 the 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 RFP.

## **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 Supplier, effect payment overseas directly to the foreign principal or manufacturer 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 or manufacturer 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 the Goods were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties.
- 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 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**

- 19.1 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 must be informed of the name of the successful Respondent and of the reason as to why their Bids had been unsuccessful.

## **20 TERMS AND CONDITIONS OF CONTRACT**

- 20.1 The Supplier 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 a 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 acceptance / 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 *domicilium citandi et executandi* 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 RESPONDENT'S SAMPLES

24.1 If samples are required from Respondents, such samples shall be suitably marked with the Respondent's name and address, the Bid number and the Bid item number and must be despatched in time to reach the addressee as stipulated in the Bid Documents on or before the closing date of the Bid. Failure to submit samples by the due date may result in the rejection of a Bid.

24.2 Transnet reserves the right to retain samples furnished by Respondents in compliance with Bid conditions.

24.3 Payment will not be made for a successful Respondent's samples that may be retained by Transnet for the purpose of checking the quality and workmanship of Goods delivered in execution of a contract.

24.4 If Transnet does not wish to retain unsuccessful Respondents' samples and the Respondents require their return, such samples may be collected by the Respondents at their own risk and cost.

## 25 SECURITIES

25.1 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 a Deed of Suretyship [Deed of Suretyship] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.

25.2 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.

25.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.

25.4 For the purpose of clause 25.125.1 above, Transnet will supply a Deed of Suretyship form to the successful Respondent for completion and no guarantee in any other form will be accepted. A copy

of such form will be supplied to Respondents on request. For this purpose a Deed of Suretyship form will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 [thirty] calendar days from the date of the letter of acceptance. No payment will be made until the form, duly completed, is delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Supplier to cancel the contract with immediate effect.

25.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Supplier in relation to the conditions of this clause 25 will be for the account of the Supplier.

## **26 PRICE AND DELIVERY BASIS FOR GOODS**

26.1 Unless otherwise specified in the Bid Documents, the prices quoted for Goods must be on a Delivered Duty Paid [ICC Incoterms 2010] price basis in accordance with the terms and at the delivery point or points specified in Transnet's Bid Documents. Bids for supply on any other basis of delivery are liable to disqualification. The lead time for delivery stated by the Respondent must be inclusive of all non-working days or holidays, and of periods occupied by stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Respondent.

26.2 Respondents must furnish their Bid prices in the Price Schedule of the Bid Documents on the following basis:

- a) Local Supplies - Prices for Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held in South Africa, to be quoted on a Delivered RSA named destination basis.
- b) Imported Supplies - Prices for Goods to be imported from all sources to be quoted on a Delivered Duty Paid [ICC Incoterms 2010] basis, to end destination in South Africa, unless otherwise specified in the Bid Price Schedule.

## **27 EXPORT LICENCE**

The award of a Bid for Goods to be imported may be subject to the issue of an export licence in the country of origin or supply. If required, the Supplier's manufacturer or forwarding agent shall be required to apply for such licence.

## **28 QUALITY OF MATERIAL**

Unless otherwise stipulated, the Goods offered shall be NEW i.e. in unused condition, neither second-hand nor reconditioned.

## **29 DELETION OF ITEMS 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,

## **30 VALUE-ADDED TAX**

30.1 In respect of local supplies, i.e. Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held or already in transit to 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.

### **31 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT**

#### **31.1 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 particulars of 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 31.1 (a) above. Failure to comply with clause 31.1 (a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Supplier**] shall, where applicable, be required to furnish a guarantee covering any advance payments.

#### **31.2 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 as from the date of receipt by Transnet of the Supplier'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 as referred to in the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional period will be recalculated from the date of receipt of the correct documentation.

### **32 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS**

#### **32.1 Contract Quantities**

- a) It must be clearly understood that although Transnet does not bind itself to purchase a definitive quantity under any contract which may be entered into pursuant to this Bid, the successful Respondent nevertheless undertakes to supply against the contract such quantities as may be ordered against the contract, which orders are posted or delivered by hand or transmitted electronically on or before the expiry date of such contract.
- b) It is furthermore a condition that Transnet will not accept liability for any material/stocks specially ordered or carried by the Respondent with a view to meeting the requirements under any such contract.
- c) The estimated planned quantities likely to be ordered by Transnet per annum are furnished in relevant section of the Bid Documents. For avoidance of doubt the estimated quantities are estimates and Transnet reserves the right to order only those quantities sufficient for its operational requirements.

#### **32.2 Delivery Period**

- a) **Period Contracts and Fixed Quantity Requirements**

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.

b) Progress Reports

The Supplier may be required to submit periodical progress reports with regard to the delivery of the Goods.

c) Emergency Demands as and when required

If, due to unforeseen circumstances, supplies of the Goods covered by the Bid are required at short notice for immediate delivery, the Supplier 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 supplies 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 Supply* section in the Terms and Conditions of Contract will not be applicable in these circumstances.

**33 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS**

33.1 Copyright

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

33.3 Drawings and specifications

33.4 In addition to what may be stated in any Bid Document, 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 Goods strictly in accordance with the drawings and/or specifications supplied by Transnet, notwithstanding that it may be aware that alterations or amendments to such drawings or specifications are contemplated by Transnet.

33.5 Respondent's drawings

33.6 Drawings required to be submitted by the Respondent must be furnished before the closing time and date of the bid. The non-receipt of such drawings by the appointed time may disqualify the Bid.

33.7 Foreign specifications

33.8 The Respondent quoting for Goods in accordance with foreign specifications, other than British and American standards, is to submit translated copies of such specifications with the Bid. In the event of any departures or variations between the foreign specification(s) quoted in the Bid Documents, full details regarding such departures or variations must be furnished by the Respondent in a covering letter attached to the Bid. Non-compliance with this condition may result in disqualification.

**34 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS**

34.1 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.

34.2 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.

- 34.3 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.
- 34.4 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 *domicilium citandi et executandi*.
- 34.5 If payment is to be made in South Africa, the foreign Supplier [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 Supplier'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.
- 34.6 The attention of the Respondent is directed to clause 25 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

### **35 CONFLICT WITH ISSUED RFX DOCUMENT**

- 35.1 Should a conflict arise between these General Bid Conditions and the issued RFX document, the conditions stated in the RFX document shall prevail.

### **36 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)**

- 36.1 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 way of reference. Below follows a condensed summary of this blacklisting procedure.
- 36.2 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.