

**Transnet Freight Rail**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No SAZ/1178/2016**

**REPLACEMENT OF UNINTERRUPTABLE POWER SUPPLY (UPS)**

**FOR DELIVERY TO: SALKOR CENTRALISED TRAIN CONTROL CENTRE IN  
SALDANHA**

**PERIOD: ONCE OFF**

**ISSUE DATE: 15 SEPTEMBER 2016**

**CLOSING DATE: 29 SEPTEMBER 2016**

**CLOSING TIME: 10:00**

**Section 1**  
**NOTICE TO BIDDERS**

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Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

**METHOD:** [post, hand and/or courier]  
**CLOSING VENUE:** [courier and/or tender box at physical address]

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Proposals must reach the Secretariat, Acquisition Council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

**Closing date and time:** **29 SEPTEMBER 2016 AT 10:00 AM**  
**Closing address:** *[Refer to options in Delivery Instructions for RFQ below]*

**No documents will be issued between 12:45 to 13:30**

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

**A. DELIVERY INSTRUCTIONS FOR RFQ**

**Delivery by Post**

If delivered by post, the envelope must be addressed as below and must be dispatched in time for sorting by post office to reach the Secretariat before the closing time of the RFQ:

The Secretariat  
Transnet Acquisition Council  
P O Box 2986  
Bellville,  
7535

The measurements of the "tender slot" are 11cm wide x 45cm 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 above.

**Dispatch by Hand and courier**

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

The Secretariat  
Transnet Acquisition Council  
Transnet Park Building  
6<sup>th</sup> Floor  
Robert Sobukwe Road  
Bellville, 7535

## **B. INSPECT / COLLECT DOCUMENTS :**

RFQ documents may be viewed and downloaded directly from the Transnet Freight Rail website by clicking on the RFQ number that is highlighted in red on the website:

(<http://www.transnetfreightrail.co.za/Website/tenders.html>) free of charge

Alternatively, this RFQ may be purchased **at R250.00** [inclusive of VAT] per set for those Bidders that require a copy from Transnet rather than downloading from the website. If a copy of the RFQ document is required, prior arrangements must be made one (1) day in advance and the RFQ document may be collected between **08:00** and **15:00** from **15 September 2016** until **23 September 2016**

**NOTE** – This amount is not refundable. A receipt for such payment made must be presented when collecting the RFQ documents and submitted thereafter with your Request for Quotation.

RFQ documents may be obtained on and after **Thursday, 15 September 2016** at The Secretariat of Transnet Acquisition Council, Transnet Park Building, 6<sup>th</sup> Floor, Robert Sobukwe Road, Bellville, Cape Town during the office hours **08h00 to 15h00**.

**No RFQ documents will be issued between 12:45 to 13:30. The RFQ document will only be issued until 23 September 2016,**

For enquiries regarding collection of documents, contact Susan De Jongh, telephone No. 021 940-3340.

## **C. RFQ FEE AND BANKING DETAILS**

**Payment is to be made** as follows:

R 250.00 [inclusive of VAT] per set  
Account Name : Transnet Freight Rail  
Account : Standard Bank  
Account number : 203158598  
Branch code : 004805

**The deposit slip must reflect RFQ: SAZ/1178/2016 and the Company Name. Receipt/s to be presented prior to collection of the RFQ /tender document.**

## **D. FORMAL RFQ COMPULSORY BRIEFING SESSION AND RFQ SITE VISIT**

- i. A Compulsory site briefing and Site Inspection will be held at Orex Road, 2nd Floor Boardroom, at Salkor Building in Saldanha on the **26 September 2016 at 10h30 for a period of ± 1hour**.
- ii. Respondents to provide own transportation.
- iii. Respondents failing to attend the compulsory site meetings will be disqualified

**If Respondents/Bidders intend to download the bid off the Portal, they are required to indicate their intention to respond to this bid by 15:00 16 September 2016**, by sending an email with their contact details to the following address: **Susan.deJong@transnet.net**.

This is to ensure that any required communication (e.g. addenda to the bid) in relation to this bid reaches those intending to respond. As such, please bring along to the briefing session the tender document and the **CONFIRMATION THAT YOU ADVISED TRANSNET OF YOUR INTENTION TO PARTICIPATE IN THIS TENDER.**

**RESPONDENTS FAILING TO ADHERE TO THE ABOVE MAY BE CLASSIFIED AS NON-RESPONSIVE AND MAY BE DISQUALIFIED.**



- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations ;  
or
- make no award at all.

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

Transnet reserves the right to 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 RFQ document.

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

## **9 National treasury central supplier database**

In terms of paragraph 5.6 of the NATIONAL TREASURY SCM INSTRUCTION NO 4 OF 2016/2017, which became effective on 1 May 2016, Transnet may only award bids to suppliers after verifying that the supplier is registered as prospective suppliers on the National Treasury Central Supplier Database.

Please follow the following steps to register your company on the National Treasury Central Supplier Database and confirm your registration by submitting your National Treasury "MAAA" supplier reference number.

Step 1: Access the CSD site on <https://secure.csd.gov.za/>

Step 2: Register a new CSD account <https://secure.csd.gov.za/Account/Register>

Step 3: Receive an activation email and click activate account

Step 4: Activate account by requesting and entering the OTP

Step 5: Log in the CSD

Step 6: Complete supplier identification information

Step 7: Complete contact information

Step 8: Complete address information

Step 9: Complete bank account information

Step 10: Complete tax information

Step 11: Complete directors/members information (if non-CIPC company)

Step 12: Complete associations (if relevant)

Step 13: Complete commodities information

Step 14: Complete B-BBBEE information (future phase)

Step 15: Maintain users

Step 16: Complete notification information

Step 17: Complete accreditations

Step 18: Click on submit

Step 19: A CSD supplier number and unique registration reference number is auto-generated and communicated.

## **10. SPECIFICATION/SCOPE OF WORK**

### **1.0 SCOPE**

1.1 The Replacement of one existing 40kVA 3 Phase 400V Uninterruptible Power Supply (UPS) and complete set of Standby Batteries with separate cabinet for batteries. Use existing battery cabinet if possible.

### **2.0 Specifications and standards**

The following publications (latest edition) shall apply :-

- 2.1 IEC/EN 62040-2 - UPS: Electromagnetic Compatibility (EMC)
- 2.2 IEC/EN 62040-3 - UPS: Method of specifying performance and test requirements.
- 2.3 ISO 9001- Quality Management
- 2.4 Unless otherwise specified, all materials, Equipment and testing methods shall comply with the current edition of the relevant IEC, EN, SANS or Transnet Freight Rail publications where applicable.

### **3.0 SERVICE CONDITIONS**

3.1 All equipment shall be designed for operation under the following service conditions: -

Altitude	0 to 1800 m above sea level
Ambient temperature	- Minus 5° C to plus 45° C
Relative humidity	- As high as 86%
Air pollution	- Heavily saline laden

### **4.0 EXISTING EQUIPMENT AND OPERATION**

- 4.1 The existing UPS to be replaced is a MGE Galaxy PW 40kVA 3 Phase 400V.
- 4.2 The existing UPS batteries is contained in a separate cabinet which contains 31 x Vision HF12-211WL 12V 45AH batteries replaced during 2014.

### **5.0 NEW UPS**

#### **5.1 General:**

5.1.1 The new UPS is to be of a new complete modular design with built in N+1 redundancy ensuring a design that are free of single points of failure.

5.1.2 The unit must consist of 3 x 20kVA parallel modular 19" rack-out units with capacity for 20kVA expansion.

#### **5.2 Parallel Installation**

5.2.1 All the UPS units connected in parallel are required to supply the full rated load within the same cabinet. If a UPS power unit or control module should malfunction, the load is to be transferred automatically to the bypass line via each of the UPS units with their static bypass switches being triggered simultaneously. The battery set should consist of at least two strings so that in the event of a battery malfunction the affected string is automatically isolated from the system thereby ensuring battery autonomy is retained, albeit of a shorter duration.

5.2.2 The UPS system will operate in an N+n configuration where N is the number of UPS units connected in parallel to support the load and n is the number of UPS units connected in parallel to provide the co-efficiency of redundancy.

5.2.3 The parallel UPS units shall be capable of operation from a common DC bus or with a separate DC supply for each UPS unit. In either case the batteries should be configured so that the failure of one battery string (common DC bus) or the failure of one battery set (separate DC supply for each UPS) provides battery redundancy whereby the specified autonomy at full load is maintained.

5.2.4 The malfunction of one of the UPS unit's power or control modules shall cause that particular UPS unit to be automatically isolated from the system and the remaining UPS units shall continue to support the load. Replacement or repair of a UPS unit shall be achieved without disturbance to the connected load, while the remaining modules continue operating in online mode (online safe swap ability)

### 5.3 Modes of Operation

The UPS shall be designed to operate as a true on-line, double conversion Voltage and Frequency Independent (VFI) system in the following modes:

A. Normal - The critical AC load is continuously supplied by the UPS inverter. The input converter derives power from the utility AC source and supplies DC power to the inverter. The battery charger shall maintain a float-charge on the battery.

B. Battery - Upon failure of utility AC power the critical AC load is supplied by the inverter, which obtains power from the battery. There shall be no interruption in power to the critical load upon failure or restoration of the utility AC source.

C. Recharge - Upon restoration of utility AC power, after a utility AC power outage, the input converter shall automatically restart and resume supplying power to the inverter. Also the battery charger shall recharge the battery.

In addition to the input conversion soft start of each UPS module, when a mains recovery occurs, all single input converters shall switch on in a sequential way with a delay of about 5 seconds from each to the other module within the system configuration.

D. Automatic Restart - Upon restoration of utility AC power, after a utility AC power outage and complete battery discharge, the UPS shall automatically restart and resume supplying power to the critical load on inverter.

E. Bypass - The bypass shall provide an alternate path for power to the critical load that shall be capable of operating in the following manner:

1. Automatic - In the event of an internal failure or should the inverter overload capacity be exceeded, all UPS modules shall perform an automatic transfer of the critical AC load from the inverter to the bypass source.

2. Eco-Mode – The UPS module(s) shall be able to operate in Eco-Mode when the power quality parameters of the by-pass source are within the permissible tolerances. The UPS system shall automatically transfer the load to normal mode if the by-pass source goes out of permissible tolerances. Transfer in both directions shall take place very rapidly (< 5ms) and shall not affect the supplied load.

3. Manual - Should the UPS module(s) need to be taken out of service for limited maintenance or repair, manual activation of the bypass shall cause an immediate transfer of the critical AC load from the inverter to the bypass source.

### 5.4 Performance Requirements

5.4.1 The UPS shall be a true on-line double conversion, voltage and frequency independent (VFI) technology in accordance with standards EN 62040-3

5.4.2 The battery system shall be 10-12 year design life with 3 year factory warranty sized to support a connected load of 27kW for a minimum of 20 minutes at an ambient temperature of 25 °C.

5.4.3 The battery system shall consist of gas recombination, valve regulated, lead acid cells, Flame retardant batteries shall be provided, which renders the UPS suitable for installation inside a computer room.

5.4.4 The UPS battery charging circuit shall comprise of a separate battery charger and not depend on a charge voltage being derived from the UPS input rectifier. Consequently the battery charging voltage shall have zero AC (ripple) content.

5.4.5 A fully discharged battery system shall be capable of being recharged to 80% of the UPS output capacity within a maximum period of 10 times the normal total discharge time period.

#### 5.5 Environmental Conditions

5.5.1 The UPS system shall be able to withstand a minimum 4kV electrostatic discharge without affecting the critical load.

5.5.2 The UPS system shall be designed to limit the injection of current harmonics in to the incoming utility supply and as such the maximum total input current harmonic distortion should not exceed 3 % THDi when the UPS system is operating at the UPS manufacturer's specified rating.

#### 5.6 Communications

5.6.1 The UPS shall be able to communicate through RS232 and USB.

5.6.2 SNMP card to provide SNMP communication over a local area network. 10/100Mbit Ethernet support shall be included.

5.6.3 The software shall be able to retrieve status information present in the UPS. Retrieval of data shall be through either serial communications or through a network connection.

### **6.0 PARTS AND TRAINING**

6.1 Parts shall be available around- the-clock throughout the country.

6.2 Maintenance training courses shall be available by the UPS manufacturer. This training is in addition to the basic operator training conducted as a part of the system start-up.

### **7.0 Maintenance contracts**

7.1 A complete offering of preventive and full service maintenance contracts for both the UPS system and battery system shall be available. An extended warranty and preventive maintenance package shall be available.

### **8.0 APPENDICES**

The following appendices form part of the project specification:

8.1 Appendix 1 - Technical data sheet.

8.2 This appendix calls for the specific technical information to be furnished by the Tenderers.

8.3 Equipment offered in this appendix shall be supplied in terms of this specification and no changes or substitutes shall be permitted without the written consent of Transnet Freight Rail.

8.4 Should Tenderers however wish to offer alternatives, equipment complying with the requirements of this specification shall first be tendered on where after alternatives may be offered.

8.5 Section 8 – Technical compliance sheet.

### **9.0 QUALITY MANAGEMENT**

9.1 The Contractor shall operate a quality management system (ISO 9001).

9.2 Tenderers shall submit a detailed statement of their quality system with its tender which shall include the following:-

9.3 Statement of quality management policy and objectives.

9.4 Statement of the quality control procedures that will apply to purchased materials.



9.5 Statement of the quality control plan for all components manufactured or supplied so that an inspection is carried out to ascertain conformance to the specification.

9.6 Statement of the quality control procedure that will apply to the installation on site.

9.7 The sole responsibility for ensuring that the components supplied conform to the specification shall rest with the Contractor. All major equipment shall be subject to quality control tests and inspections.

9.8 The Contractor shall notify the Technical Officer of all inspections at least 7 working days in advance of such inspections. The Contractor shall have the relevant quality control plans available at inspections and tests. The Technical Officer shall give the Contractor 24 hour notice in writing of his intention to attend the inspections and tests.

9.9 Transnet Freight Rail reserves the right to inspect the equipment covered by this specification at any stage during manufacture and to be represented at any tests.

9.10 Where the contract provides for tests on the premises of the Contractor or of his Subcontractor or on site, the Contractor shall provide assistance such as labour, materials, electricity, fuel, stores, apparatus and instruments as may be a requisite and as may be reasonably demanded to carry out such tests efficiently.

9.11 As and when the equipment has passed these tests, the Technical Officer shall furnish the Contractor with a certificate in writing to this effect.

9.12 If as a result of an inspection, examination or test, the Technical Officer decides that the equipment is defective or not in accordance with the requirements, he shall notify the Contractor accordingly stating in writing his objections and reasons therefore. The Contractor shall timeously make good the defect to ensure that the equipment complies with the requirements.

9.13 Thereafter, if required by the Technical Officer, the tests shall be repeated under the same terms and conditions save that all reasonable expenses to which Transnet Freight Rail may be put by the repetition of these tests will be deducted from the contract sum.

9.14 Unless the Technical Officer otherwise directs, no equipment or materials are to be delivered to site until the Technical Officer issues an inspection certificate in respect of such equipment or material. The Contractor shall be responsible for the reception of all equipment and material delivered to site for the purpose of the contract.

9.15 Transnet Freight Rail reserves the right to conduct a quality assurance audit on the Contractor's quality control system at regular intervals.

9.16 If at any stage during manufacture, repair, installation or commissioning of equipment or material it becomes evident that the requirements of this specification are not being adhered to, Transnet Freight Rail reserves the right to halt such manufacture, repair, installation or commissioning until such time as the Contractor or his Subcontractor conforms to the requirements of this specification.

9.17 Details of any additional tests or inspections proposed by the Tenderer shall be attached and submitted with his tender.

## **10.0 COMMISSIONING TESTS AND HANDOVER**

10.1 All pre-commissioning tests shall be performed by the Contractor. Transnet Freight Rail reserves the right to witness these tests.

10.2 The Contractor shall rectify all defects of work, to the satisfaction of Transnet Freight Rail that may have arisen during these tests.

10.3 The Contractor shall submit an itemised commissioning plan for approval before commissioning may commence.

- 10.4 The Contractor shall supply all test equipment and instruments required to perform these tests.
- 10.5 Transnet Freight Rail shall be notified at least 7 days prior to performing these tests.
- 10.6 All tests and changeovers between temporary and permanent (normal) supply shall be co-ordinated with Transnet Freight Rail (Iron Ore Line) Electrical Control.
- 10.7 Transnet Freight Rail will perform the final commissioning tests with the Contractor.
- 10.8 Particulars of all commissioning tests, settings etc. shall be recorded on a document which has to be signed-off by the Technical Officer.
- 10.9 Acceptance by the Technical Officer of satisfactory completion of on-site tests in no way relieves the Contractor from his duty to ensure compliance to specifications.

#### **11.0 GUARANTEE**

- 11.1 All work, equipment and material shall be guaranteed for a period of twelve calendar months after date of final acceptance of the work.
- 11.2 The Contractor shall make good any defects, due to inferior material, equipment or workmanship, which may arise during this period within 24 hours after notification.
- 11.3 Should the Contractor fail to comply with the requirements stipulated above, Transnet Freight Rail shall be entitled to undertake the necessary repair work or effect replacement of defective apparatus or materials. The Contractor shall then reimburse Transnet Freight Rail the total cost of such repair or replacement, including labour costs incurred.

#### **12.0 DRAWINGS, INFORMATION, MAINTENANCE and INSTRUCTION MANUALS**

##### **12.1 The following information shall be submitted at the time of tendering :-**

- 12.1.1 A clause by clause statement of compliance to this specification. A general comment of compliance to all, will not be accepted. Where the requirements of this specification are not complied with, Tenderers shall submit full details of the alternatives being offered.
- 12.1.2 The onus to prove compliance of the equipment offered against any clause shall rest with the Tenderer should he be awarded the contract.
- 12.1.3 Appendix 1 to this specification: Technical data sheets.
- 12.1.4 Any optional extras recommended by the Tenderer shall be quoted for separately.
- 12.1.5 Quality management statement (see clause 9.5).
- 12.1.6 Details of training offered (see clause 6.0)
- 12.1.7 Section 8 – Technical Compliance Sheet.

##### **12.2 The successful Tenderer shall, within reasonable period of notification of acceptance of his tender, submit the following information: -**

- 12.2.1 The specified UPS system shall be supplied with two (2) user's manuals. Manuals shall include installation drawings and instructions, a functional description of the equipment with block diagrams, safety precautions, illustrations, step by step operating procedures, and routine maintenance guidelines.
- 12.2.2 Descriptive literature and drawings of all equipment offered.

#### **13.0 SERVICES AND RESPONSIBILITIES FOR WORK**

- 13.1 The Contractor shall be responsible for the transport of all equipment and material.
- 13.2 Delicate equipment and peripherals shall be specially protected against damage due to vibration during transit.

13.3 The critical load will have to be disconnected and re-connected by Transnet. The contractor shall be responsible to install and commission all relevant equipment within a pre-determined time period which will be made available from Transnet internal occupations management.

#### **14.0 HEALTH AND SAFETY**

14.1 The Contractor shall provide an approved Health and Safety File for the project, without which site access to start the work will not be granted.

## APPENDIX 1: TECHNICAL DATA SHEET

### 1.0 UPS

- 1.1 UPS modules\_\_\_\_\_
- 1.2 Output Power Rating\_\_\_\_\_
- 1.3 Topology (Expansion etc.)\_\_\_\_\_
- 1.4 Nominal Input Voltage/Frequency\_\_\_\_\_
- 1.5 Rated Output Voltage/Frequency\_\_\_\_\_
- 1.6 Output Voltage distortion\_\_\_\_\_
- 1.7 % Unbalanced Load)\_\_\_\_\_
- 1.8 %Efficiency\_\_\_\_\_
- 1.9 Communication support Types\_\_\_\_\_
- 1.10 Standards\_\_\_\_\_
- 1.11 Batteries\_\_\_\_\_

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

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

**Returnable Document**

**REPLACEMENT OF UNINTERRUPTABLE POWER SUPPLY (UPS) AT SALKOR CENTRALISED TRAIN CONTROL CENTRE IN SALDANHA**

**CLOSING VENUE: THE SECRETARIAT, TRANSNET ACQUISITION COUNCIL, 6<sup>TH</sup> FLOOR, TRANSNET PARK BUILDING, ROBERT SOBUKWE ROAD, BELLVILLE**

**CLOSING DATE & TIME: 29 SEPTEMBER 2016, 10:00AM**

**VALIDITY PERIOD: 90 Business Days**

**SECTION 2  
 EVALUATION CRITERIA AND RETURNABLE DOCUMENTS**

**1 Evaluation Criteria**

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

<b>Criterion/Criteria</b>	<b>Explanation</b>
<b>Administrative responsiveness</b>	Completeness of response and returnable documents
<b>Substantive responsiveness</b>	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given. <ul style="list-style-type: none"> <li>- Technical Compliance Sheet – Section 8</li> <li>- Proof of compliance to Safety IEC/EN 62040-1 Uninterruptible power systems (UPS) – Part 1: General and safety requirements for UPS.</li> <li>- Proof of compliance to Electromagnetic Compatibility (EMC) IEC/EN 62040-2 Uninterruptible power systems (UPS) – Part 2: Electromagnetic compatibility (EMC) requirements</li> <li>- Proof of compliance to Performance IEC/EN 62040-3 UPS– part 3: Method of specifying the performance and test requirements.</li> <li>- Technical Data Sheet- Appendix 1</li> <li>- Previous / Current relevant experience of the service provider with written References – Section 7</li> <li>- Technical submission questionnaire Section 8</li> <li>- Health and Safety Plan</li> </ul>
<b>Functionality Threshold</b>	As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as threshold with a prescribed minimum percentage threshold of 70%. Health and Safety Plan, Previous / Current relevant experience with written References – Section 7 will be considered as part of the technical evaluation criteria.

**Returnable Document**

<b>Final weighted evaluation based on 80/20</b>	<ul style="list-style-type: none"> <li>• Pricing and price basis [firm]</li> <li>• B-BBEE status of company – Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 5: B-BBEE Claim Form.</li> </ul>
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**Technical Evaluation Criteria**

The Technical criteria and maximum score in respect of each of the criteria are as follows:

Technical criteria	Scoring Matrix	Sub-criteria Maximum number of Points
<p><b>Health and Safety Plan</b></p> <ul style="list-style-type: none"> <li>-Safety File Index</li> <li>-Risk Assessment (project specific)</li> <li>-SHE management system</li> <li>-Safe Working Procedure (SWP) for Equipment (project specific)</li> </ul>	<p>40 = Submitting a comprehensive HSP including index, Risk Assessment, SHE management system and Safe Working Procedure</p> <p>20 = Submitted an acceptable HSP plan including index, Risk Assessment, SHE management system and Safe Working Procedure</p> <p>10 = Submitted an incomplete HSP</p> <p>0 = Submitted no HSP</p>	40
<p><b>Previous / current relevant experience</b></p> <ul style="list-style-type: none"> <li>- Proof of similar work with Electrical System Integration.</li> </ul> <p>The System Integration specific to Plant Logic Control(PLC) and Generator Control (GC) and Human Machine Interfaces(HML)</p> <p>Written References provided for similar projects</p>	<p>60 = Submitted proof of relevant experience on Supply and Installation of Uninterruptable Power Supplies (UPS) for Critical Loads Like Centralised Train Control Centres. More than five written references</p> <p>50 = Submitted proof of relevant experience on Supply and Installation of Uninterruptable Power Supplies (UPS) for Critical Loads Like Centralised Train Control Centres. More than three written references</p> <p>30= Submitted proof of relevant experience on Supply and Installation of Uninterruptable Power Supplies (UPS) for Critical Loads Like Centralised Train Control Centres. Less than three written references</p> <p>0 = Submitted no proof of relevant experience.</p>	60
<b>TOTAL POINTS</b>	<b>100</b>	

**Returnable Document**

**The minimum threshold of 70% must be met or exceeded for a Bidder's proposal to progress to the next stage of evaluation.**

**NB: Kindly ensure that you submit with your proposal all the required documentation for the technical criteria mentioned above.**

**2 Validity Period**

Transnet desires a validity period of 90 [ninety] Business Days from the closing date of this RFQ.

This RFQ is valid until **27 January 2016**

**3 Disclosure of Prices Quoted**

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

YES  NO

**4 Returnable Documents**

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

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

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

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

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

<b>Mandatory Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 3 : Quotation Form ( Price Schedule to be completed in full )	
Technical Data Sheet– Appendix 1	
Technical Compliance Sheet, completed signed and submitted- Section 8	
Submission of Health and Safety Plan	
Previous / Current relevant experience of the service provider - Section 7	
Proof of compliance to Safety IEC/EN 62040-1 Uninterruptible power systems (UPS) – Part 1: General and safety requirements for UPS	
Proof of compliance to Electromagnetic Compatibility (EMC) IEC/EN 62040-2 Uninterruptible power systems (UPS) – Part 2: Electromagnetic compatibility (EMC) requirements	

**Returnable Document**

<b>Mandatory Returnable Documents</b>	<b>Submitted [Yes or No]</b>
Proof of compliance to Performance IEC/EN 62040-3 UPS – part 3: Method of specifying the performance and test requirements	

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

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

<b>Essential Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Form	
- SECTION 5 : B-BBEE Preference Points Claim Form	
- SECTION 6 : Clarification Request Form	
- Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Section 5: B-BBEE Claims Form Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
- Letter of Good Standing form the Compensation Commissioner	

**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

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



**Returnable Document**

**SECTION 3  
QUOTATION FORM**

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

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

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

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

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

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

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

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**Price Schedule**

I/We quote as follows for Replacement of uninterruptable power supply (UPS) at Salkor centralised train control excluding VAT:

Price schedule must be completed in full, failure to do so the bidder will be disqualified

<b>Item No</b>	<b>Description of Goods</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Unit Delivered Price to Saldanha Excl. Vat (ZAR)</b>	<b>Total Delivered Price to Saldanha Excl. Vat (ZAR)</b>
1	UPS CABINET	Each	1		
2	UPS MODULES	Each	3		
3	BATTERY BANK	Each	1		
4	SET OF MAINTENANCE AND OPERATING MANUALS	Each	2		
5	LABOUR (INSTALLATION & COMMISSIONING)	Each	1		
6	TRAINING	Each	1		
7	SNMP CARD AND RELATED SOFTWARE	Each	1		
<b>TOTAL (EXCLUDING VAT)</b>					

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

**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 price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.

Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

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

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

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

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

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

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

In the Yes/No column above, please confirm that 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). Alternatively, Respondents are required to provide the updated information with their bid submission.

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

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

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

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

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

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_ CONTACT NUMBER: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

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**SECTION 4**

**RFQ DECLARATION AND BREACH OF LAW FORM**

NAME OF ENTITY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [**RFQ**];
3. we have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
6. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / 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 6 and/or 7 exists, the Respondent is to complete the following section:

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

ADDRESS:

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

Indicate nature of relationship with Transnet:

\_\_\_\_\_

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*[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.

**BREACH OF LAW**

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

NATURE OF BREACH:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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**REPLACEMENT OF UNINTERRUPTABLE POWER SUPPLY (UPS) AT SALKOR CENTRALISED TRAIN  
CONTROL CENTRE IN SALDANHA**

**SECTION 5: B-BBEE PREFERENCE POINTS CLAIM FORM**

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

**1. INTRODUCTION**

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

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- 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 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 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

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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 RFQ 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 20]
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the 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.



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- 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 2016. 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 2016. 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]

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of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.

4.12 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

4.13 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

**5. B-BBEE STATUS AND SUBCONTRACTING**

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

B-BBEE Status Level of Contributor \_\_\_\_\_ = \_\_\_\_\_ [maximum of 20 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

**5.2 Subcontracting:**

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

If YES, indicate:

(i) What percentage of the contract will be subcontracted? .....%

(ii) The name of the subcontractor .....

(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

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Close Corporations

Company (Pty) Ltd

(v) Describe Principal Business Activities

.....  
.....  
.....

(vi) Company Classification [TICK APPLICABLE BOX]

Manufacturer

Supplier

Professional Service Provider

Other Service Providers, e.g Transporter, etc

(vii) Total number of years the company/firm has been in business.....

**BID DECLARATION**

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

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

DATE:.....

COMPANY NAME: .....

ADDRESS:.....



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**REPLACEMENT OF UNINTERRUPTABLE POWER SUPPLY (UPS) AT SALKOR CENTRALISED TRAIN CONTROL CENTRE IN SALDANHA**

**Section 7: References**

**Previous /Current Relevant Experience**

**Note to tenderers:**

Tenderers are required to demonstrate the relevant experience on Supply and Installation of Uninterruptable Power Supplies (UPS) for Critical Loads and on Electrical Systems Integration specific Plant Logic Control (PLC), Generator Control (GC) and Human Machine Interfaces (HML). The evaluation on tenderer will be based on information provided below and written references, Tenderer must ensure that information required below is completed.

Name of Company	Contact Person & Contact details	Project done on Electrical Systems Integration specific to Plant Logic Control (PLC), Generator Control (GC) and Human Machine Interfaces (HML).	Value of Project	Area where project was done

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

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

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**REPLACEMENT OF UNINTERRUPTABLE POWER SUPPLY (UPS) AT SALKOR CENTRALISED TRAIN  
 CONTROL CENTRE IN SALDANHA**

**Section 7: References**

**TECHNICAL COMPLIANCE SHEET**

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: (see spec document BBG8022)</b>			
<b>Item</b>	<b>Specification Clause No.</b>	<b>Compliance Response</b>	<b>Explanation / Deviation / Reason</b>
1	1.1		
2	2.1		
3	2.2		
4	2.3		
5	2.4		
6	3.1		
7	4.1		
8	4.2		
9	5.1.1		
10	5.1.2		
11	5.2.1		
12	5.2.2		
13	5.2.3		
14	5.2.4		
15	5.3A		
16	5.3B		
17	5.3C		
18	5.3D		
19	5.3E		
20	5.4.1		
21	5.4.2		
22	5.4.3		
23	5.4.4		
24	5.4.5		
25	5.5.1		

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

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

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26	5.5.2		
27	5.6.1		
28	5.6.2		
29	5.6.3		
30	6.1		
31	6.2		
32	7.1		
33	8.1		
34	8.2		
35	8.3		
36	8.4		
37	8.5		
38	9.1		
39	9.2		
40	9.3		
41	9.4		
42	9.5		
43	9.6		
44	9.7		
45	9.8		
46	9.9		
47	9.10		
48	9.11		
49	9.12		
50	9.13		
51	9.14		
52	9.15		
53	9.16		
54	9.17		
55	10.1		
56	10.2		
57	10.3		

\_\_\_\_\_  
Respondent's Signature\_\_\_\_\_  
Date & Company Stamp



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58	10.4		
59	10.5		
60	10.6		
61	10.7		
62	10.8		
63	10.9		
64	11.1		
65	11.2		
66	11.3		
67	12.1.1		
68	12.1.2		
69	12.1.3		
70	12.1.4		
71	12.1.5		
72	12.1.6		
73	12.1.7		
74	12.2.1		
75	12.2.2		
76	13.1		
77	13.2		
78	13.2		
79	13.3		
80	14.1		

\_\_\_\_\_  
Respondent's Signature\_\_\_\_\_  
Date & Company Stamp