



freight rail

RFQ / TENDER

Tender No: DNR15829

Vendor No: 11001386

BOARD LIST
BOARD LIST
TRANSNET FREIGHT RAIL
PROCUREMENT DEPARTMENT
2000

Purchaser : Ntuthuko Nhlapo
Telephone : 031 361 5043
Fax Number:

Please quote reference:
E79/6000608313

Deliver to:
Transnet Freight Rail
Infrastructure Maintenance
Victoria siding (651575) PMB
4000 Durban

Closing Date : 28.10.2014
Validity Date : 30.01.2015
RFQ No : 6000608313

ATTENTION: _____

FAX: _____

ATTACH VALID TAX CLEARANCE CERTIFICATE, BBEE CERTIFICATE,

SUPPLY OF BALLAST STONE FOR TRACK MAINTENANCE ON THE DBN TO PMB
LINE,

THE SUPPLIER WILL HAVE TO LOAD BALLAST INTO RAIL WAGONS AT VICTORIA
SIDING (651575)

SEE ATTACHED SPEC

FOR TECHNICAL ENQUIRIES PLEASE CONTACT SOLLY MAHLAULE
031 361 4727 / 083 554 1644
FOR PROCUREMENT RELATED ENQUIRIES CONTACT NTUTHUKO NHLAPO
TEL NO: 0313615043/ E-MAIL Ntuthuko.Nhlapo@transnet.net

1. RETURN OF QUOTATION/S:

1.1 QUOTATIONS MUST BE SUBMITTED PUNCUALLY AT 10 AM ON THE CLOSING DATE AND LATE QUOTATIONS WILL NOT BE
CONSIDERED

DATE:

SIGNATURE OF TENDERER(S):

CONTACT PERSON: TEL No:

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1.1.1 ALL RFQ QUOTES TO BE FAXED TO THULI MATHEBULA ON 01177491929
OR EMAIL THULI AT Thuli.Mathebula@transnet.net
OR NOMSA AT Nomsa.Maseko@transnet.net
1.1.2.CONFIRM THE RECEIPT OF ALL QUOTES WITH THULI AT 011 544 9497

1.2 IF POSTED:

THE CHAIRMAN(Transnet Freight Rail, AC,)
PRIVATE BAG X8621
JHB
2001

1.3 IF DELIVERED BY HAND:

THE CHAIRMAN (Transnet Freight Rail, AC,)
21 WELLINGTON ROAD
INYANDA HOUSE GROUND FLOOR
JHB-PARKTOWN, 2001

2. CONDITIONS:

- 2.2 ANY PURCHASE ORDER PLACED AS A RESULT OF YOUR QUOTATION WILL BE SUBJECT TO THE STANDARD TERMS AND CONDITIONS OF TRANSNET
- 2.3 TENDERERS MAY OFFER AN EARLIER VALIDITY DATE, BUT THEIR QUOTATION MAY, IN THAT EVENT, BE DISREGARDED FOR THIS REASON.
- 2.4 TENDERERS ARE REQUIRED TO OFFER ONLY FIRM PRICES.
- 2.5 BEST DELIVERY TIME MUST BE OFFERED.
- 2.6 DISCOUNT (TRADE DISCOUNT), CASH DISCOUNT (CONDITONAL DISCOUNT)/ VALUE ADDED TAX (VAT) MUST BE SHOWN SEPARATELY.
- 2.7 TRANSNET RESERVES THE RIGHT TO NEGOTIATE PRICES AND COMMERCIAL ASPECTS AFTER THE CLOSING DATE OF THE QUOTATION.

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2.8 DIRECT DELIVERY INTIMATES DELIVERY BEING EFFECTED INTO THE WAREHOUSE OR THE ACTUAL POINT OF SUPPLY AND SHOULD THEREFORE INCLUDE ANY TRANSPORTATION MODE DEEMED NECESSARY IN EXECUTING THIS METHOD OF DELIVERY BASIS IN ORDER TO MEET THE REQUIRED DELIVERY DATE.

TAX CLEARANCE CERTIFICATES:

The Regulations in terms of the Public Finance Management Act, 1999: Framework for Supply Chain Management as published in Government Gazette No. 25767 dated 5 December 2003, Clause 9 (1) (d), stipulates that the accounting officer or accounting authority of an institution to which these regulations apply must reject any bid from a supplier who fails to provide written proof from the South African Revenue that the supplier either has no outstanding tax obligations or has made arrangements to meet outstanding tax obligations. Tenderers will be disqualified if a valid tax clearance certificate or written proof from the South African Revenue Service that supplier has made arrangements to meet outstanding tax obligations is not submitted with the tender.

BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE)

Transnet fully endorses and supports the Government's Broad-based Black Economic Empowerment Programme and it is strongly of the opinion that all South African Business Enterprises have an equal obligation to redress the imbalances of the past. Transnet will therefore prefer to do business with local business enterprises who share these same values. Transnet will endeavour to do business with local business enterprises that possess a BBBEE "recognition level" of at least a level 5. Transnet urges Tenderers (large enterprises and QSE's - see below) to have themselves accredited by any one of the various Accreditation Agencies available, who do their BBBEE ratings in accordance with the latest Codes (i.e. those promulgated on 9 February 2007) and whose names appear on the present ABVA (Association of BEE Verification Agencies) - "List of Full Members" as displayed on the ABVA website (www.abva.co.za). Although no agencies have, as yet, been accredited by SANS (SA National Accreditation System), Transnet will, in the interim, accept rating certificates of tenderers who have been verified by any of the listed agencies.

Enterprises will be rated by such agency based on the following:

1. Large Enterprises (i.e. annual turnover >R35million:
" Rating level based on all seven elements of the BBBEE scorecard.
2. Qualifying Small Enterprises - (QSE) (i.e. annual turnover >R5million but <R35million:
" Rating based on any four elements of the BBBEE scorecard.

NB:

3. Emerging Micro Enterprises - (EME) (i.e. annual turnover <R5m) are exempted from being rated/verified:
" Automatic rating of Level 4 BBBEE irrespective of race of ownership, i.e. 100% BBBEE recognition
" Black ownership >50% or Black Women ownership >30% automatically qualifies as Level 3 BBBEE, i.e. 110% BBBEE recognition
" EME's should provide certified documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% from the EME's Auditor/Accounting Officer.

4. In addition to the above, Tenderers who wish to enter into a Joint Venture or subcontract portions of the contract to BBBEE companies, must state in their tenders the percentage of the total contract value that will be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and / or sub-contractor/s, as well as a breakdown of the distribution of the aforementioned percentage must also be furnished

In view of the high emphasis which Transnet places on Broad-based Black Economic Empowerment, Transnet will allow certain preference points for BBBEE in the evaluation of all responses. Depending upon the value of the ensuing business award (i.e. below or in excess of R2m), the 80/20 or 90/10 point preference systems will be utilized where BBBEE will count out of 20 or 10 respectively in the evaluation process.

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EACH RESPONDENT IS REQUIRED TO FURNISH PROOF OF THE ABOVE TO TRANSNET. FAILURE TO DO SO WILL RESULT IN A SCORE OF ZERO BEING ALLOCATED FOR BBBEE.

Turnover: Kindly indicate your company's annual turnover for the past year R_____

- " If annual turnover <R5m, please attach certified confirmation from your Auditor/Accounting Officer
- " If annual turnover >R5m please attach original or certified copy of accreditation certificate and detailed scorecard by an ABVA accreditation agency (registered as a "Full Member")

PAYMENT TERMS

The following payment terms will apply as from 1 October 2008.

- " All suppliers will be paid 30 days from receipt of month end statement, i.e. payment term F055.
- " All CIDB suppliers will be paid 21 days from date of invoice, i.e. payment term F057.

SCHEDULE OF REQUIREMENTS

TENDERERS SHOULD INSERT THEIR PRICE/S UNDER THE APPROPRIATE HEADINGS HEREUNDER.

IN THIS REGARD THE TENDERER'S ATTENTION IS DIRECTED TO PARAGRAPH 16 OF THE GENERAL TENDER CONDITIONS, FORM CSS5, (LATEST)

NB. TENDERERS OFFERING GOODS FROM IMPORTED SUPPLIES MUST SUBMIT THEIR PRICES ON THE DELIVERY BASIS APPEARING UNDER COLUMN (C) OF THIS SCHEDULE OF REQUIREMENTS.

CONTACT PERSON: _____

TELEPHONE NO: _____

FACSIMILE : _____

EMAIL ADDRESS: _____

*

Item	Qty	Material	Description
------	-----	----------	-------------

00010	2,800.000	53932862	STONE CRUSHED;BALLAST,DIA 63 MM
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R.....
Cubicmeter

Delivery Date: 17.11.2014

FULL DETAILS OF DESCRIPTION

STONE, CRUSHED
TYPE BALLAST

DATE:

SIGNATURE OF TENDERER(S):

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Item	Qty	Material	Description
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DIAMETER 63 MM
P/N: UNKNOWN QUEENSTOWN QUARRY (PTY) LTD
FOR ORDINARY LINES (N1,N2,N3 & YARDS)LOADED INTO RAIL WAGONS;
NOMINAL APERTURE SPECIFICATION NO S406 (1998)

"PREVIEW COPY ONLY"

DATE:

SIGNATURE OF TENDERER(S):

SPOORNET

S406 (1998)

SPECIFICATION FOR THE SUPPLY OF STONE

CONTENTS

1. GENERAL

2. CONCRETE STONE

3. BALLAST STONE

APPENDIX A TEST FOR SOUNDNESS OF AGGREGATE (SODIUM
SULPHATE METHOD)

APPENDIX B DURABILITY TEST FOR BALLAST STONE

APPENDIX C MILL ABRASION TEST FOR BALLAST STONE

1. **GENERAL**

- 1.1 Stone for road pavement layers, concrete and ballast shall comply with SABS 1083 (latest revision). In addition, concrete and ballast stone shall comply with the requirements specified hereinafter. Acceptance of the stone shall also depend on a full petrographic analysis to identify any microfissuring, weaknesses and/or the presence of undesirable minerals that could lead to early degradation.

2. **CONCRETE STONE**

- 2.1 In the soundness test described in Appendix A, the loss in mass shall not exceed 5% after 10 cycles of the tests.
- 2.2 The Los Angeles abrasion value, determined in accordance with ASTM C 131 - 89 grading B, shall not exceed 30% for concrete subject to abrasion and 35% for any other concrete.
- 2.3 The relative density shall not be less than 2.5 or more than 3.1.

3. **BALLAST STONE**

- 3.1 In the soundness test described in Appendix A, the loss in mass shall not exceed 5% after 20 cycles of the test.
- 3.2 No doleritic stone shall be found to be broken when conducting the durability test described in Appendix B.
- 3.3 The Los Angeles abrasion value determined in accordance with ASTM C 131 - 89 grading B, shall not exceed 22%.
- 3.4 The plasticity index on the fines developed from the Los Angeles abrasion test shall be less than 6.
- 3.5 Flakiness index, measured in accordance with SABS 1083 (latest revision) shall not exceed 30%.
- 3.6 Voids measured in accordance with SABS 1083 (latest revision) shall not be less than 40%.
- 3.7 The relative density shall not be less than 2.5.

3.8 Grading shall comply with the following:
For ordinary lines (N1, N2& N3)

Nominal aperture size of sieve mm	% by mass passing
63.0	100
53.0	90-100
37.5	40-70
26.5	10-30
19.0	0-5
13.2	0-1

For heavy axle lines (S1,)

Nominal aperture size of sieve mm	% by mass passing
73.0	100
63.0	90-100
53.0	40-70
37.5	10-30
26.5	0-5
19.0	0-1
13.2	0

3.9 The Mill Abrasion value, determined according to test procedure described in *Appendix C*, shall not exceed 7%.

APPENDIX A

TEST FOR SOUNDNESS OF STONE (SODIUM SULPHATE METHOD)

A1. Test Solution

Prepare a saturated solution of anhydrous Na₂ SO₄ or crystalline Na₂ SO₄ 10H₂O in distilled or demineralised water between 33⁰C and 35⁰C. Use sufficient of the salt to give excess crystals after thorough stirring. Cool to between 22⁰C and 24⁰C and keep at this temperature for at least 16 h. Stir thoroughly before use.

A2. Preparation of test specimen

From a representative sample of stone take a random specimen of at least 500 gram passing a 19 mm and retained on a 13.2 mm sieve. Wash the specimen to remove all adhering material. Dry at 105⁰C in a well ventilated oven and determine the mass after cooling. Continue drying until the decrease in mass after each of 2 successive drying periods of 4 h does not exceed 0.1% of the total mass. Let this mass be M1.

A3. Procedure

A3.1 Place the specimen in a porcelain dish and cover fully with test solution between 20⁰C and 25⁰C for 7 h. Decant the solution taking care that no stone is lost.

A3.2 Dry the specimen for 15 h at 105⁰C. Allow the specimen to cool for 2 h. This completes one cycle of the soundness test.

A3.3 Repeat the cycle described in A3.1 and A3.2 as often as specified. After every fifth cycle, wash the specimen on a 1.70 mm sieve with hot water until no crystalline sodium sulphate is visible and continue the test with material retained on a 1.70 mm sieve.

A3.4 After completion of the final cycle, wash the specimen in hot water until the washings are free of sodium sulphate. Dry the specimen to constant mass and screen on a 1.70 mm sieve. Let the mass retained on this sieve be M2.

A4. Loss

Calculate the percentage loss in mass from the formula

$$\frac{(M1 - M2) \times 100\%}{M1}$$

APPENDIX B

DURABILITY TEST FOR BALLAST STONE

B1. Preparation of test specimens

From a representative sample of ballast stone take at random 100 stones passing a 53.0 mm and retained on a 26.5 mm sieve. Wash the stones to remove all adhering material. Dry the stones at 105⁰C in a well ventilated oven and determine the mass after cooling. Continue drying until the decrease in mass after each of 2 successive drying periods of 4 h does not exceed 0.1% of the total mass.

B2. Procedure

Place the 100 stones in a suitable container and cover with ethylene glycol between 18⁰ and 25⁰C for 20 days. Determine the number of stones that have broken, or can be broken by hand.

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Mill abrasion test

1. Test method
 - 1.1 Prepare a test sample of the ballast under test, consisting of 1.5 kg each of the following two particle sizes:

<37.5 mm >26.5 mm and <26.5 mm >19 mm.

The particles shall be washed and oven-dried to a constant weight before it is weighed and tested.

(W_0 = the total weight of sample)

- 1.2 Place the sample in the porcelain mill pot and add 3 litres of distilled water. Ensure that the cork washer is correctly in position before tightening the lid securely.
- 1.3 The mill pot is placed in a horizontal position on the two rollers of the test apparatus with the lid on the side of the electric motor in order that the counter's sensor is activated with each revolution of the mill pot.
- 1.4 The mill pot shall be rotated at 33 r.p.m. for a total of 10 000 revolutions.
- 1.5 The sample shall then be wash-sieved through a 9.5 mm sieve placed on top of a 0.075 mm sieve and then oven-dried to a constant weight.
- 1.6 Record the dry mass of the material on the sieves:

W_1 = mass of material on 9.5 mm sieve.

W_2 = mass of material on 0.075 mm sieve

2. Evaluation method

Calculate the following abrasion value:

$$MA = \frac{W_0 - W_1 - W_2}{W_0} * 100 = \text{Mill Abrasion value.}$$



Appendix (i)

GENERAL BID CONDITIONS - GOODS

[January 2014]

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

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

After Bids are submitted, 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 suppliers 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 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.

12 DEFAULTS BY RESPONDENTS

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

- a) enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- b) accept an order in terms of the Bid;
- c) when called upon to do so, furnish satisfactory security for the fulfilment of the contract; or
- d) 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 it in calling for new offers or in accepting a higher offer.

12.2 If any Respondent, who has submitted a Bid and/or concluded a contract with Transnet [hereinafter referred to as **the Supplier**], or in the capacity of agent or subcontractor who has been associated with such Bid or contract:

- a) has withdrawn such Bid after the advertised date and hour for the receipt of Bids; or
- b) has, after having been notified of the acceptance of its Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Bid Documents; or
- c) has carried out any contract resulting from such Bid in an unsatisfactory manner or has breached any condition of such contract; or
- d) has offered, promised or given a bribe in relation to the obtaining or the execution of such contract; or
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any government department or towards any public body, company or person; or
- f) has made any misleading or incorrect statement either:
 - (i) in the affidavit or certificate referred to in clause 18 [Notice to Unsuccessful Respondents]; or
 - (ii) in any other document submitted as part of its bid submission and is unable to prove to the satisfaction of Transnet that:
 - it made the statement in good faith, honestly believing it to be correct; and
 - before making such statement, it took all reasonable steps to satisfy itself of its correctness.
- g) caused Transnet damage, or to incur costs in order to meet the Supplier's requirements which could not be recovered from the Supplier;
- h) has litigated against Transnet in bad faith;
- i) has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 [five] years;
- j) has been included as a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Bid Defaulters;

then a Bid from any such Respondent shall be disqualified and the person, enterprise or company [including any directors] shall, subject to clause 12.3 below, be disqualified from bidding for any Transnet business through its "blacklisting" process.

- 12.3 Any person or enterprise or company against whom a decision to blacklist has been taken, may make representations to the person with delegated authority within Transnet SOC Ltd Group, whose decision shall be final.
- 12.4 Any disqualification [**Blacklisting**] imposed upon any person or enterprise or company, may also apply to any other enterprise under the same or different names of disqualified persons or enterprise or company [or associates thereof] and may also be applied to any agent or employee of the person or enterprise or company concerned.

13 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.

14 PRICES SUBJECT TO CONFIRMATION

- 14.1 Prices which are quoted subject to confirmation will not be considered.
- 14.2 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.

15 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.

16 EXCHANGE AND REMITTANCE

- 16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 16.5 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.
- 16.6 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**].

17 ACCEPTANCE OF BID

17.1 Transnet does not bind itself to accept the lowest priced or any Bid.

17.2 Transnet reserves the right to accept any Bid in whole or in part.

17.3 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.

17.4 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.

18 NOTICE TO UNSUCCESSFUL RESPONDENTS

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

19 TERMS AND CONDITIONS OF CONTRACT

19.1 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.

19.2 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.

20 CONTRACT DOCUMENTS

20.1 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.

20.2 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.

20.3 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.

21 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.

22 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.

23 RESPONDENT'S SAMPLES

23.1 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.

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

23.3 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.

23.4 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.

24 SECURITIES

24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of a Deed of Suretyship [Deed of Suretyship] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.

24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.

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

24.4 For the purpose of clause 24.1 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] 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.

24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Supplier in relation to the conditions of this clause 24 will be for the account of the Supplier.

25 PRICE AND DELIVERY BASIS FOR GOODS

25.1 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 in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Respondent.

25.2 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.

26 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.

27 QUALITY OF MATERIAL

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

28 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.

29 VALUE-ADDED TAX

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.

30 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

30.1 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 30.1a) above. Failure to comply with clause 30.1a) 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.

30.2 **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.

31 **CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS**

31.1 **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.

31.2 **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.

32 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS

32.1 Copyright

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.

32.2 Drawings and specifications

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.

32.3 Respondent's drawings

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.

32.4 Foreign specifications

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.

33 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

33.1 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.

33.2 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.

33.3 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.

33.4 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*.

33.5 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.

33.6 The attention of the Respondent is directed to clause 24 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.

34 CONFLICT WITH ISSUED RFX DOCUMENT

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

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"PREVIEW COPY ONLY"