



TRANSNET FREIGHT RAIL

.....  
a Division of  
TRANSNET SOC LIMITED  
(Registration No. 1990/000900/30)

**REQUEST FOR QUOTATION (“RFQ”)**

**RFQ NUMBER: BLE/52009**

**AS AND WHEN: REPAIRS AND MAINTENANCE TO TRANSNET HIGH VOLTAGE AND LOW VOLTAGE NETWORK IN THE BELLVILLE AREA AND 100KM RADIUS FOR A PERIOD OF 12 MONTHS.**

**ISSUE DATE : 18 OCTOBER 2012**  
**CLOSING DATE : 06 NOVEMBER 2012**  
**CLOSING TIME : 10H00**

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



**RFQ NUMBER: BLE/52009**

**AS AND WHEN: REPAIRS AND MAINTENANCE TO TRANSNET HIGH VOLTAGE AND LOW VOLTAGE NETWORK IN THE BELLVILLE AREA AND 100KM RADIUS FOR A PERIOD OF 12 MONTHS.**

**SCHEDULE OF DOCUMENTS**

**Section**

- 1. Notice to Bidders**
- 2. Project Specification**
- 3. Quotation form**
- 4. Resolution of Board of Directors (Respondent's Representative)**
- 5. Certificate of Acquaintance with RFQ Documents**
- 6. Service fees and Costs**
- 7. Certificate of attendance of briefing session**
- 8. General tender conditions**
- 9. Standard terms and conditions of contract**

**Annexure**

**Annexure A - Supplier Declaration Form**



## SECTION 1

**RFQ NUMBER: BLE/52009**

**AS AND WHEN: REPAIRS AND MAINTENANCE TO TRANSNET HIGH VOLTAGE AND LOW VOLTAGE NETWORK IN THE BELLVILLE AREA AND 100KM RADIUS FOR A PERIOD OF 12 MONTHS.**

### NOTICE TO BIDDERS

- ~~1. Quotations are requested from selected persons, companies, close corporations or enterprises (hereinafter referred to as the "Respondent(s)") to supply the above-mentioned requirement(s) to TRANSNET.~~
- ~~On or after 04 July 2012 the RFQ documents may be inspected at, and are obtainable **FREE OF CHARGE** from the office of Local Acquisition Council Room 631 6th Floor, Transnet Park Building, Modderdam Street, Bellville.~~
- ~~Any additional information or clarification will be faxed or emailed to all potential Respondents, if necessary.~~

**OR**

Quotations are requested from selected persons, companies, close corporations or enterprises (herein after referred to as the "Respondent(s)") to supply the above-mentioned requirement(s) to TRANSNET.

On or after 17 October 2012 the RFQ documents may be inspected at, and are obtainable from the office of Local Acquisition Council Room 631 6th Floor, Transnet Park Building, Modderdam Street, Bellville, A non-refundable tender fee of R100, 00 (inclusive of VAT) is applicable per tender. Payment is to be made to Transnet Freight Rail, Standard Bank Account No. 203158598, Branch code 004085. The deposit slip must reflect as reference: **RFQ BLE/52009** and your company name. Receipt / proof of payment to be presented prior to collection of tender/s (No proof of payment no tender).

**NOTE 1.1** This amount is not refundable. RFQ documents will only be available until **Friday 26 October 2012 at 15h00.**

1.2 No RFQ documents will be sold after the deadline indicated above.

2. A formal briefing session be held but should Respondents have specific queries they should email these to the TRANSNET employee(s) indicated below:

Name : Nonceba Magazi-Qelile (021) 940 3827

Division : Transnet Freight Rail – Supply Chain Services

Email : [Nonceba.Magazi-Qelile@transnet.net](mailto:Nonceba.Magazi-Qelile@transnet.net)



A compulsory Quotation briefing session will be conducted at REM Boardroom, Caledon West Street, Bellville on 29 September 2012, at 10h00 for a period of ± 1 hour. **(Respondent to provide own transportation and accommodation).**

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

**The briefing session will start punctually at 10h00 and Respondents arriving late will not be accommodated.**

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

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

Name : Wilbert Rogotta (021) 940 2001 / 083 452 6778  
Division : Transnet Freight Rail  
Email : [Wilbert.Rogotta@transnet.net](mailto:Wilbert.Rogotta@transnet.net)

Quotations must reach the offices of Supply Chain Services, before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

<b>RFQ No</b>	<b>: BLE/52009</b>
<b>Description</b>	<b>: Repairs to Transnet high voltage and low voltage network</b>
<b>Closing date and time</b>	<b>: 06 November 2012 at 10h00</b>
<b>Closing address (refer options paragraph 4 below)</b>	

**3. DELIVERY INSTRUCTIONS FOR THIS RFQ**

- 4.1 **If posted**, the envelope must be addressed to the Secretary, Transnet Freight Rail Acquisition Council, PO Box 2986 Bellville 7535 and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the RFQ. In the event of the late receipt of a Quotation, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 4.2 **If delivered by hand**, the envelope is to be deposited in the Transnet Freight Rail tender box which is located at the main entrance, Foyer of this building at ground Floor between 07:30 and 16:00, Mondays to Fridays and should be addressed as follows:

<b>LOCAL ACQUISITION COUNCIL</b> <b>Transnet Park</b> <b>Ground Floor</b> <b>Modderdam Road</b> <b>BELLVILLE</b>
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- 4.3 **If dispatched by courier**, the envelope must be addressed as follows and delivered to the Office of The Secretary, Local Acquisition Council and a signature obtained from that Office.

<p><b>LOCAL ACQUISITION COUNCIL</b> <b>Transnet Park</b> <b>Ground Floor</b> <b>Modderdam Road</b> <b>BELLVILLE</b></p>
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The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are not larger than the above dimensions. Responses which are too bulky (i.e. more than 100mm thick) must be split into two or more files, and placed in separate envelopes. **Tender number and description must be written outside the envelope.**

4. Please note that this RFQ closes punctually at **10:00 on Tuesday 06 November 2012**
5. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE".
6. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
7. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
8. TRANSNET shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
9. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.
10. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 22 (ALTERATIONS MADE BY THE RESPONDENT TO TENDER PRICES) of the General Tender Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

**BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")**

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



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

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

In terms of Government Gazette No. 32094, Notice No. 354 dated 23 March 2010, as from 1 August 2010, only BBBEE accreditation Certificates issued by SANAS approved verification agencies will be valid.

However accreditation certificates issued before 23 March 2012 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance **with the latest codes (i.e. those promulgated on 9 February 2007)**.

BBBEE Accreditation Certificates issued after the published date i.e. 23 March 2010, by a Verification Agency not approved by SANAS, will **NOT** be acceptable as from 23 March 2010.

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

(a) **Large Enterprises (i.e. annual turnover >R35 million):**

- Rating level based on all 7 (seven) elements of the BBBEE scorecard
- Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)

(b) **Qualifying Small Enterprises – QSE (i.e. annual turnover >R5 million but <R35 million):**

- Rating based on any 4 (four) of the elements of the BBBEE scorecard
- Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)

(c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**

- Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
- Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition
- EME’s should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers

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



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

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

- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership
- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rating agency.

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

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

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

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

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

12.6 Failure to submit your BBBEE information in terms of 14.3 and/or 14.5 (above) will result in a score of zero being allocated for BBBEE evaluation.

**11. COMMUNICATION**

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



A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFQ to the TRANSNET employee as indicated in (2) above, and may also at any time after the closing date of the RFQ, communicate with the Secretary of the Western Region Acquisition Council, at telephone no. 021 940 3827 or fax no. 021 940 3833 on any matter relating to its RFQ response.

**12. RFQ SCHEDULE**

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

**13. INSTRUCTIONS FOR COMPLETING THE RFQ**

- (i) Sign one set of documents (sign and date the bottom of each page). This set will serve as the legal and binding .The following returnable documents must accompany all Quotations:
- Respondent's latest audited financial statements,
  - Respondent's valid Tax Clearance Certificate.

**14. COMPLIANCE**

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

**15. ADDITIONAL NOTES:**

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

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

**FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS  
MAY RESULT IN A QUOTATION BEING REJECTED**





**16. DISCLAIMERS**

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

- modify the RFQ’s Service(s) and request Respondents to re-bid on any changes
- reject any Quotation which does not conform to instructions and specifications which are detailed herein
- disqualify Quotations submitted after the stated submission deadline
- not necessarily accept the lowest priced Quotation
- reject all Quotations, if it so decides
- award a contract in connection with this Quotation at any time after the RFQ’s closing date
- award only a portion of the proposed Services which are reflected in the scope of this RFQ
- split the award of the contract between more than one Supplier
- make no award of a contract

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

**17. Any QUOTATION submitted by a Respondent is subject to review and negotiation of the proposed contract by TRANSNET’s Legal Counsel.**

NAME OF RESPONDENT .....

PHYSICAL ADDRESS .....

.....

Respondent’s contact person:

Name.....

Designation.....

Telephone.....

Cellphone.....

Facsimile.....

Email.....



**TRANSNET urges its clients, suppliers and the general public  
to report any fraud or corruption  
on the part of TRANSNET's employees to**

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

**SUBSTANCE ABUSE TESTING**

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

“PREVIEW COPY ONLY”

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

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



## SECTION 2

RFQ NUMBER: BLE/52009

**AS AND WHEN: REPAIRS TO TRANSNET HIGH VOLTAGE AND LOW VOLTAGE NETWORK IN THE BELLVILLE AREA AND 100KM RADIUS FOR A PERIOD OF 12 MONTHS**

### PROJECT SPECIFICATIONS

This contract is for emergency repairs to the Low Voltage and 11 KV networks of Transnet assets in the Bellville area and within a 100 km radius from Bellville station, for a 12 month period.

1. **Primary functions:**

- Test and identify faulty underground cable, remove and install cable as per Electrical Engineering Instructions.
- Locate cable routes
- Cable termination and jointing.
- Trenching and backfilling.
- Minor transformer leak repairs
- Overhead line repairs
- Electrical installations on request as per SANS 10142
- As per Electrical Engineering Instructions

2. **Secondary Functions:**

- Arrange transport and cranes for equipment.
- 11 KV switchgear repair work.
- Purchase specialized emergency material and equipment.
- Substation protection testing and commissioning

The Contractor shall perform this emergency repair work in accordance with this specification on an “as and when required” basis.

The contract value will not exceed **R400 000.00 (Four Hundred Thousand Rand)** and the duration will not exceed **12 months**, whichever occurs first.

The Contractor shall also provide:

Satisfactory proof of his or his staff’s qualifications for the task required before Transnet will permit him/her to commence this task duty. Acceptable proof of qualifications shall be:

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Respondent’s Signature

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Date and Company Stamp



- a trade test diploma from the Department of Manpower issued at a test centre; or
- a completed contract of apprenticeship; or
- proof of qualification acceptable to the Department of Manpower in the case of qualified artisans from a foreign country; or
- a registered electrician as per the SABS 10142, if applicable; or
- Any competency as needed and recognized by the Department of Labour.

Proof that he is able to perform tasks of general repair work as described in scope of work.

If the workmanship is not of standard albeit that the incumbent who undertakes the work, Transnet reserves the right to request that the incumbent leave the Transnet site.

### 3. HEALTH AND SAFETY

The contractor shall perform all duties in accordance with the Occupational Health and Safety Act.

### 4. RECORDS TO BE KEPT

The contractor shall keep daily records or documents as may be deemed necessary to enable the parties to determine exactly how many hours per day (including overtime) the Contractor has been in Transnet's service. [Site Diary book]

### 5. SUB-CONTRACTOR

The Contractor shall not assign his obligations under the contract, nor sub-contract work or any part thereof without the consent of the Project Manager. Breach of this condition will entitle Transnet to cancel the contract forthwith. **All Sub Contractors must be approved by Transnet Freight Rail.** The Tenderer must submit a list of sub-contractors as part of the tender.

### 6. IMPOSSIBILITY OF PERFORMANCE

Should any of the obligations of any party to this Petty Contract Agreement become objectively impossible of performance, such party shall be exempted from its obligations under this Agreement, if:

- The circumstances that rendered performance impossible was enforceable at the time of contracting and the party concerned displayed reasonable care and diligence in attempting to avoid the consequences thereof, or
- The circumstances that rendered performance impossible was foreseeable at the time of contracting but was beyond the control of the party concerned, provided that such party could not reasonably have expected to have taken it into account in undertaking his contractual obligations and displayed reasonable care and diligence in attempting to avoid the consequences thereof.

Such exemption shall, however, operate only for the period during which the relevant circumstance prevails. Notice of such circumstances shall be conveyed to the other party in writing without delay.



## **7. SUPERVISION**

The Junior Manager will delegate a responsible person to take control of supervision and management of the contract. The contractor shall only respond to these incumbents that have been given this authority in writing. Any instruction that is not given via the delegated manager will be null and void.

No person may enter a Transnet H.V. substation unless accompanied by an authorized responsible Transnet employee.

## **8. INSPECTION OF WORK**

During the progress of the contract, all materials used and all work being undertaken by the Contractor shall be subjected to periodic inspections by the responsible manager.

Should at any stage in the progress of the said works, an inspection visit or test reveal any defects due to improper materials or workmanship or any other fault or neglect on the part of the Contractor, such defective materials or workmanship shall immediately be replaced or remedied by the Contractor at his own expense and to the entire satisfaction of the Junior Manager or his duly authorized representative.

## **9. INSTRUCTIONS TO THE CONTRACTOR**

All instructions to the Contractor shall be confirmed in writing and only requests that are received in writing, (Faxed or written in the recognized SI book) will be accepted for payment.

The contractor shall then record the event/incident in detail in writing stating the work carried out, for example a cable joint, with the following detail:

- Date and time received the request
- Reaction Time (started the work)
- Date and time that the work was completed.
- The size of the cable
- The depth of the pipe/cable in the ground (top of pipe/cable to ground level)
- The position of the cable joint in relation to buildings (measure distance from corners of buildings, two measurements and give asset number of the building)
- State all the material used to repair the cable
- All as per the specimen claim form attached. (see clause 7 of Part A of General and Special conditions)



## 10. EARTHWORKS

### Disposal of soil

All excavated material, and other surplus material or backfill shall be carted and disposed of by the contractor to an approved dump site.

### Excavation generally

The excavation to the base of the lowest layer of imported material shall be done to the cross slopes, net width, etcetera, all as indicated in the site instruction book or drawing (where given). Trench excavation to be in accordance with SABS 1200 - risk of collapse, dealing with ground water, seepage and keeping the excavation free from water, backfilling, working space.

### Pipes, services, cables and fittings

The Contractor shall verify the location of underground services on site. The contractor shall take special precautions not to damage any water pipes, cables, sewer mains, services or fittings. If any of the aforementioned is damaged, it shall be for the contractors account.

### Backfill

The contractor shall backfill over cables to ground level, complete using the excavated soil. All waste, vegetation matter and rubble shall be removed before the backfilling of the trench.

### Removal of all surplus waste material

All waste, venation matter and rubble shall be removed from the site and dumped at an approved dumpsite.

### Scrap material of value

All scrap material of value shall be handed to Transnet for safekeeping. Or may be deliver at a scrap merchant for sale the invoice for this shall be presented to Transnet and the contractor shall be entitled to the handling cost as given in the Schedule of Rates and Prices.

### Electrical requirements

Electricity shall be made available, if possible, in cases of essential services or extreme urgency, as may be deemed necessary by Transnet. The contractor must supply all connections as required.

### Adherence to allowed time

Contractor to adhere to the time allowed per task/request given by representative, based on times as laid down in Transnet bonus work manuals / schedules or on manufacturer's standard times, without neglecting the standard of workmanship.

Contractor will be subject to the control, authority and supervision of Transnet at all times.

### Quality

Workmanship must be guaranteed for a period of **twelve (12) months**.



In the event of Transnet in its sole discretion, being dissatisfied for whatever reason with any or all of the work performed by the Contractor, Transnet shall forthwith notify the Contractor thereof. The Contractor shall then forthwith redo the complete work at his/her own expense to the satisfaction of Transnet.

“PREVIEW COPY ONLY”

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Respondent's Signature

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Date and Company Stamp



## 1. EXECUTIVE OVERVIEW

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

Specifically, TRANSNET seeks to benefit from this partnership in the following ways:

- TRANSNET must receive reduced cost of acquisition and improved service benefits resulting from the Supplier's economies of scale and streamlined service processes.
- TRANSNET must achieve appropriate availability that meets user needs while reducing costs for both TRANSNET and the chosen Supplier(s).
- TRANSNET must receive proactive improvements from the Supplier with respect to the provision of Services and related processes.
- TRANSNET's overall competitive advantage must be strengthened by the chosen Supplier's leading edge technology and service delivery systems.
- TRANSNET end users must be able to rely on the chosen Supplier's personnel for service enquiries, recommendations and substitutions.
- TRANSNET must reduce costs by streamlining its acquisition of Services, including managed service processes on a Group basis.

## 2. GENERAL INFORMATION

It is required that all TRANSNET operating divisions will be included in the scope of this Quotation.

The service provider(s) shall be fully responsible to TRANSNET for the acts and omissions of persons directly or indirectly employed by them.

The service provider(s) must provide the identified information requested and comply with the requirements stated in the RFQ.

## 3. EXCHANGE AND REMITTANCE

The attention of the Respondents is specially directed to clause 7 of the General Tender Conditions Form CSS5 (revised August 2008). The Respondent is also to note that the particulars of the exchange rate on which the Respondent has based its tendered price(s), is/are to be stipulated hereunder only if TRANSNET is requested by the Respondent to effect payment overseas direct to the Respondent's principal/Supplier.





**4. SERVICE LEVELS**

- Experienced national account representative/s to work with Transnet’s sourcing/procurement department (no sales representatives are needed for individual department/locations). Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- Transnet will have quarterly reviews with the Supplier’s account representative on an ongoing basis.
- Transnet reserves the right to request that any member of the Supplier’s team involved on the Transnet account be replaced if deemed not to be adding value for Transnet
- Supplier guarantees that it will achieve a 95% service level on the following measures. If the Supplier does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly fees payable in the next quarter:
  - On-time deliverables
- Supplier must provide a toll-free number or alternative number for customer service calls.
- Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty, giving 30 (thirty) days’ notice to the Supplier.

**Accepted:**

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

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

**Accepted:**

YES	NO
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If “yes”, please specify.

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



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.....

**6. RISK**

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

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

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

(ii) continuity of provision of the Service(s):

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

(iii) compliance with the Occupational Health and Safety Act, 85 of 1993

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



**7. REFERENCES**

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

Name of Company	Nature of work & period	Telephone number	Contact Person

**8. EVALUATION CRITERIA**

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

- Pricing (fees) - Whilst not the sole factor for consideration, competitive pricing will be critical in indicating how much you value TRANSNET’s business
- An explicit commitment to continuous improvement initiatives
- Compliance - Completeness of your responses and content of the Quotation will be considered
- Financial strength
- References
- BBBEE status of company
- Letter of Good Standing – Compensation Commissioner
- Fixed price for one year
  - 11 KV experience and attach proof thereof
  - Experience in Transformer repairs
  - Permanent staff x 5 to dig, trench and perform general labour work
  - Ganger person to oversee staff



### SECTION 3

RFQ NUMBER: BLE/52009

#### AS AND WHEN: REPAIRS TO TRANSNET HIGH VOLTAGE AND LOW VOLTAGE NETWORK IN THE BELLVILLE AREA AND 100KM RADIUS FOR A PERIOD OF 12 MONTHS

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

carrying on business under style or title of  
\_\_\_\_\_  
\_\_\_\_\_

represented by \_\_\_\_\_  
in my capacity as \_\_\_\_\_

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

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

- (i) Standard Terms and Conditions of Contract, Form No. US7 - Services (revised August 2008);
- (ii) General Tender Conditions, Form CSS5 – Services (revised August 2008); and
- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Quotation form; and;-

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

Should TRANSNET decide that a formal contract should be signed and so inform me/us in the facsimile or letter of acceptance, this Quotation (and, if any, its covering letter and any subsequent exchange of correspondence) together

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

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



with TRANSNET's letter of acceptance, shall constitute a binding contract between TRANSNET and me/us until the formal contract is signed.

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

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

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

Respondent to indicate *domicillium citandi et executandi* hereunder:

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

**NOTIFICATION OF AWARD OF RFQ**

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

**VALIDITY PERIOD**

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

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



**TAX (VAT) REGISTRATION NUMBER**

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

\_\_\_\_\_

**TAX CLEARANCE CERTIFICATE**

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

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

**BANKING DETAILS**

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

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

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

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

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

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

(i) Registration number of company / C.C. ....

(ii) Registered name of company / C.C. ....

(iii) Full name(s) of director/member(s)      Address/Addresses      ID Number/s

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

**REGISTRATION CERTIFICATE**

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

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

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



**NAME AND ADDRESS OF ACCREDITED AGENT**

Provide hereunder, if applicable, details of the accredited agent in the Republic of South Africa appointed as local representative by foreign Respondents and whose address shall be regarded as the Respondent's domicilium citandi et executandi in terms of the Standard Terms and Conditions of Contract, US7 – Services (revised August 2008).

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

**CONFIDENTIALITY**

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

**DISCLOSURE OF PRICES TENDERED**

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

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

“PREVIEW COPY ONLY”



**DECLARATION**

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

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

If YES, please indicate below:  
 FULL NAME OF OWNER/MEMBER/DIRECTOR/  
 PARTNER/SHAREHOLDER

ADDRESS

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Indicate nature of relationship (if any):

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

**PRICE REVIEW**

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

**RETURNABLE DOCUMENTS**

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

<b>Notice to Bidders – Section 1</b>	✓
<b>Project Specification – Section 2</b>	✓
<b>Quotation Form – Section 3</b>	✓
<b>Resolution of Board of Directors (Respondent’s Representative) - Section 4</b>	✓
<b>Certificate of Acquaintance with RFQ Documents – Section 5</b>	✓
<b>Service fees and costs – Section 6</b>	✓
<b>Audited Financials for previous year</b>	✓
<b>Valid Tax Clearance Certificate</b>	✓
<b>VAT Registration Certificate</b>	✓
<b>BBBEE Accreditation Certificate</b>	✓
<b>Certificate of attendance of RFQ Briefing – Section 7</b>	✓
<b>Letter of Good Standing from the Compensation Commissioner</b>	✓

\_\_\_\_\_  
 Respondent’s Signature

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





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

**By signing the RFQ documents, the Respondent is deemed to acknowledge that he / she has made himself / herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet Limited 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.**

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

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

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

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

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

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

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

\_\_\_\_\_

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

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

“PREVIEW COPY ONLY”



## SECTION 4

RFQ NUMBER: BLE/52009

**AS AND WHEN: REPAIRS TO TRANSNET HIGH VOLTAGE AND LOW VOLTAGE NETWORK IN THE BELLVILLE AREA AND 100KM RADIUS FOR A PERIOD OF 12 MONTHS**

### SIGNING POWER : RESOLUTION OF BOARD OF DIRECTORS

Name of Company \_\_\_\_\_

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

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

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

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

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

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

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



## SECTION 5

RFQ NUMBER: BLE/52009

**AS AND WHEN: REPAIRS TO TRANSNET HIGH VOLTAGE AND LOW VOLTAGE NETWORK IN THE BELLVILLE AREA AND 100KM RADIUS FOR A PERIOD OF 12 MONTHS**

### CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

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

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

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

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

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

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

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



## SECTION 6

RFQ NUMBER: BLE/52009

**AS AND WHEN: REPAIRS TO TRANSNET HIGH VOLTAGE AND LOW VOLTAGE NETWORK IN THE BELLVILLE AREA AND 100KM RADIUS FOR A PERIOD OF 12 MONTHS**

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	TOTAL
1	<b>DAYWORK RATES</b>				
1.1	<b>Labour:</b>				
	<b>Ordinary Time (07h00 – 17h00)</b>				
1.1.1	<b>Accredited Electrician</b>	hr	1	R	
1.1.2	<b>Ganger to supervise labourers</b>	hr	1	R	
1.1.3	<b>11KV Cable Jointer and 1 assistant</b> (certification to be attached) up to 185mm	@	1	R	
1.1.4	<b>L V Cable Jointer for 16mm SWA Cable</b>	@	1	R	
1.1.5	<b>Labourer</b>	hr	1	R	
1.2	<b>Labour:</b>				
	<b>Overtime:</b>				
1.2.1	<b>Accredited Electrician</b>	hr	1	R	
1.2.2	<b>Ganger to supervise labourers</b>	hr	1	R	
1.2.3	<b>11KV Cable Jointer and 1 assistant</b> (certification to be attached) up to 185mm	@	1	R	
1.2.4	<b>L V Cable Jointer</b>	@	1	R	
1.2.5	<b>Labourer</b>	hr	1	R	
1.3	<b>Labour:</b>				
	<b>Sunday Time:</b>				
1.3.1	<b>Accredited Electrician</b>	hr	1	R	
1.3.2	<b>Ganger to supervise labourers</b>	hr	1	R	
1.3.4	<b>L V Cable Jointer</b>	@	1	R	
1.3.5	<b>Labourer</b>	hr	1	R	

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

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



<b>2</b>	<b>Testing</b>				
<b>2.1</b>	Cable testing and ID fault	hr	1	R	
<b>2.2</b>	<b>Substation protection testing and commissioning</b>	hr	1	R	
<b>3</b>	<b>Travelling</b>				
<b>3.1</b>	Main Contractor Rate/Km	Km	1	R	
<b>3.2</b>	Jointer Contractor Rate/Km	Km	1	R	
<b>3.3</b>	Cable Detector Contractor Rate/Km	Km	1	R	
	<b>ALL PRICES FIXED FOR ONE YEAR</b>				

Handling cost of material for execution of work by Main Contractor (proof of costs)		%
---	--	---

Price in Words: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(Excluding VAT)

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

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



## SECTION 7

RFQ NUMBER: BLE/52009

**AS AND WHEN: REPAIRS TO TRANSNET HIGH VOLTAGE AND LOW VOLTAGE NETWORK IN THE BELLVILLE AREA AND 100KM RADIUS FOR A PERIOD OF 12 MONTHS**

### CERTIFICATE OF ATTENDANCE OF BRIEFING SESSION

It is hereby certified that -

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

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

attended the briefing session in respect of the proposed Service(s) to be rendered in terms of this RFQ on ..... 2012.

.....  
**TRANSNET REPRESENTATIVE**

.....  
**RESPONDENT'S REPRESENTATIVE**

**DATE:** .....

**DATE:** .....



## SECTION 8

RFQ NUMBER: BLE/52009

**AS AND WHEN: REPAIRS TO TRANSNET HIGH VOLTAGE AND LOW VOLTAGE NETWORK IN THE BELLVILLE AREA AND 100KM RADIUS FOR A PERIOD OF 12 MONTHS**

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

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

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

**“PREVIEW COPY ONLY”**

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Respondent's Signature

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Date and Company Stamp



## SECTION 9

RFQ NUMBER: BLE/52009

**AS AND WHEN: REPAIRS TO TRANSNET HIGH VOLTAGE AND LOW VOLTAGE NETWORK IN THE BELLVILLE AREA AND 100KM RADIUS FOR A PERIOD OF 12 MONTHS**

### **STANDARD TERMS AND CONDITIONS OF CONTRACT**

### **FOR THE PROVISION OF SERVICES TO TRANSNET**

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

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

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

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

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Respondent's Signature

32

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Date and Company Stamp