



Transnet Freight Rail
an Operating Division of TRANSNET SOC LIMITED
(Registration No. 1990/000900/06)

REQUEST FOR PROPOSAL ("RFP")

PROVISION OF EMERGENCY REPAIRS OF 5MVA, 132KV TRANSFORMER, LOAD AND INSTALL AT BANTAMS TRACTION SUB-STATION FOR A PERIOD OF 2 MONTHS (60 DAYS).

RFP NUMBER: BLE/10090
ISSUE DATE: 30 APRIL 2012
CLOSING DATE: 22 MAY 2012
CLOSING TIME: 10H00

Please note that late responses and those delivered or posted to an address other than that specified in Section 1, clause 1.4, will be disqualified.

PROVISION OF EMERGENCY REPAIRS OF 5MVA, 132KV TRANSFORMER, LOAD AND INSTALL AT BANTAMS TRACTION SUB-STATION FOR A PERIOD OF 2 MONTHS (60 DAYS).

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Respondent's Signature

Date & Company Stamp

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"Preview Copy Only"

Respondent's Signature

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Section 1

NOTICE TO BIDDERS

1 PROPOSAL REQUEST

Proposals are requested from interested / selected persons, companies, close corporations or enterprises (hereinafter referred to as the "**Respondent(s)**") to supply the aforementioned requirement to Transnet.

On or after [] the RFP documents may be inspected at, and are obtainable from the office of [], Room [], [] Floor, [] [Building], [] Street, [] [City/Town].

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

OR [delete alternative]

Proposals are requested from interested / 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 30 April 2012 the RFP documents may be inspected at, and are obtainable from the office of Regional Procurement Manager, Room 631, 6 Floor, Transnet [Building], off Modderdam Road, Bellville on payment of non-refundable amount of R300.00 (three hundred rand only) (inclusive of VAT) per set. Payment is to be made as follows: Transnet Freight RAIL Standard Bank Account number 203158598 Branch code 004805 – Reference number BLE/10090 and the Company name.

NOTES –

- a) This amount is not refundable.
- b) A receipt for such payment made must be presented when collecting the RFP documents.
- c) RFP documents will only be available until 09 May 2012.

2 FORMAL BRIEFING

A formal briefing session will not be held but should Respondents have specific queries they should email these to the Transnet employee(s) indicated below:

Name: Tamara Dlamini
Division: Transnet Freight Rail – Supply Chain Services
Email: tamara.dlamini@transnet.net

In the interest of fairness and transparency the said information will then be made available to the other Respondents who have collected RFP documents. For this purpose all Respondents need to indicate their

Respondent's Signature

Date & Company Stamp

intention to respond by informing the above-mentioned Transnet employee (per email only) of their contact numbers as soon as possible but before 09 May 2012.

OR (delete alternative)

A compulsory pre-Proposal site meeting and/or briefing session will be conducted at Bantams Sub-Station N12 on the 10 May 2012, at 10h00 for a period of \pm 2 hours. (Respondent to provide own transportation and accommodation).

Respondents failing to attend the compulsory site meeting and/or briefing session will be disqualified.

Respondents without a valid RFP document in their possession will not be allowed to attend the site meeting and/or briefing session.

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

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

Name	:	Richard Thebeko
Division	:	Transnet Freight Rail
Email	:	richard.thebeko@transnet.net
Telephone no	:	011 583 0159 / 071 766 7729

3 PROPOSAL SUBMISSION

Proposals in duplicate plus a CD copy must reach the Secretary, Transnet 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:

RFP No:	BLE/10090
Description:	Emergency repairs of 5MVA.132KV transformer load and install at Bantams Traction Sub-Station.
Closing date and time:	22 May 2012 at 10H00
Closing address	(refer options paragraph 4 below)

4 DELIVERY INSTRUCTIONS FOR THIS RFP

- 4.1 **If posted**, the envelope must be addressed to the Secretary, Transnet Acquisition Council, P.O. 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 RFP. In the event of the late receipt of a Proposal, 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 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:

Respondent's Signature

Date & Company Stamp

THE SECRETARY
TRANSNET ACQUISITION COUNCIL
TRANSNET PARK
GROUND FLOOR
MODDERDAM ROAD
BELLVILLE

- a) 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.
- b) It should also be noted that the above tender box is located at the street level outside the main entrance in Commissioner Street and is accessible to the public 24 hours per day, 7 days a week.
- 4.3 **If dispatched by courier**, the envelope must be addressed as follows and delivered to the Office of The Secretary, Transnet Acquisition Council and a signature obtained from that Office.

THE SECRETARY
TRANSNET ACQUISITION COUNCIL
TRANSNET PARK
GROUND FLOOR
MODDERDAM ROAD
BELLVILLE

- 4.4 Please note that this RFP closes punctually at 10:00 on Tuesday 22 May 2012.
- 4.5 If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."
- 4.6 **No email or facsimile responses will be considered.**
- 4.7 The responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.
- 4.8 Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. service fees, deliverables, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
- 4.9 Envelopes must not contain documents relating to any RFP other than that shown on the envelope. **All envelopes must reflect the return address of the Respondent on the reverse side.**
- 4.10 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 Tendered Prices*) of the General Tender Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

Respondent's Signature

Date & Company Stamp

5 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 would therefore prefer to do business with local business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including, but not limited to subcontracting and Joint Ventures) as part of their RFP responses. Transnet will 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 will be evaluated accordingly.

Consequently, when Transnet invites prospective suppliers to submit Proposals for its goods and services, it urges Respondents (Large Enterprises and QSE's - see below) to have themselves accredited by any one of the various Accreditation Agencies approved by SANAS (the South African National Accreditation Systems, under the auspices of the Department of Trade and Industry)

In terms of Government Gazette No 32094, Notice No. 354 dated 23 March 2012, as from 1 August 2012 only BBBEE Accreditation Certificates issued by SANAS approved Verification Agencies will be valid. However Accreditation Certificates issued before 23 March 2012, which are still within their 1 year validity period, will still be acceptable until their expiry date, provided that the accreditation has been undertaken in accordance with the latest Codes (i.e. those promulgated on 9 February 2007).

No certificate issued on or after 23 March 2012 by a Verification Agency which has not been approved by SANAS will be acceptable.

5.1 Enterprises will be rated by such agencies based on the following:

- a) **Large Enterprises** (i.e. annual turnover >R35 million):
 - Rating level based on all seven elements of the BBBEE scorecard
- b) **Qualifying Small Enterprises – QSE** (i.e. annual turnover >R5 million but <R35 million):
 - Rating based on any four of the elements of the BBBEE scorecard
- c) **Exempted Micro Enterprises – EME** (i.e. annual turnover <R5 million):
 - EMEs are exempted from BBBEE accreditation
 - 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 qualify as Level 3 BBBEE, i.e. 110% BBBEE recognition
 - EME's should only provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30%

5.2 In addition to the above, Respondents who wish to enter into a Joint Venture or subcontract portions of the contract to BBBEE companies, must state in their RFPs 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 with the RFP response to enable Transnet to evaluate / adjudicate all RFPs received on a fair basis.

5.3 Respondents will be required to furnish proof of the above to Transnet. (i.e. a detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or proof of turnover in respect of EMEs). Failure to do so will result in a score of zero being allocated for BBBEE.

- a) **Turnover:** Kindly indicate your company's annual turnover for the past year R.....
- b) If annual turnover <R5m, please attach audited financials.
- c) If annual turnover >R5m please attach an accreditation certificate issued by an Accreditation Agency, together with all the relevant score sheets pertaining thereto.

6 SOCIO-ECONOMIC OBLIGATIONS FOR FOREIGN RESPONDENTS

Foreign Respondents' socio-economic obligations under this procurement programme will fall under the associated Government initiative, namely, the Competitive Supplier Development Programme ("CSDP") as developed by the Department of Public Enterprises, details of which can be viewed at the Railways and Harbours Supply Chain Association's website, www.rhsupplychain.com

7 COMMUNICATION

- 7.1 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 RFP between the closing date and the date of the award of the business.
- 7.2 A respondent may, however, **before the closing date and time**, direct any enquiries relating to the RFP to the Transnet employee as indicated in clause 2 above, and may also at any time after the closing date of the RFP, communicate with the Secretary of the Transnet Acquisition Council, at telephone number 021 940 3821 or fax no. 011 774 9813 on any matter relating to its RFP response.

8 RFP STATUS

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.

9 INSTRUCTIONS FOR COMPLETING THE RFP

- 9.1 Sign one set of documents (sign and date the bottom of each page). This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set can be a copy of the original signed Proposal.
- 9.2 Both sets of documents to be submitted to the address specified above.
- 9.3 The following returnable documents must accompany all Proposals:

Respondent's Signature

Date & Company Stamp

- a) Respondent's latest audited financial statements.
- b) Respondent's valid Tax Clearance Certificate.
- c) Letter of Good Standing from the office of the Compensation Commissioner.

Note : Refer also to "Returnable Documents" in Section 3 – PROPOSAL FORM.

10 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.

11 ADDITIONAL NOTES

- 11.1 All returnable documents as indicated in the Proposal Form (Section 3) must be returned with the response
- 11.2 Respondents are to note that Proposals in which firm prices are quoted for the duration of any resulting contract may receive precedence over prices which are subject to adjustment
- 11.3 Changes by the Respondent to its submission will not be considered after the closing date
- 11.4 The person or persons signing the Proposal 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 Proposal together with their contact details.
- 11.5 All prices must be quoted in South African Rands
- 11.6 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 work during this process.
- 11.7 ***Unless otherwise expressly stated, all Proposals 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 AFOREMENTIONED REQUIREMENTS
MAY RESULT IN A PROPOSAL BEING REJECTED***

12 DISCLAIMERS

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

- 12.1 modify the RFP's Services and request Respondents to re-bid on any changes
- 12.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein
- 12.3 disqualify Proposals submitted after the stated submission deadline

Respondent's Signature

Date & Company Stamp

- 12.4 not necessarily accept the lowest priced Proposal
- 12.5 reject all Proposals, if it so decides
- 12.6 award a contract in connection with this Proposal at any time after the RFP's closing date
- 12.7 award only a portion of the proposed Services which are reflected in the scope of this RFP
- 12.8 split the award of the contract between more than one Supplier
- 12.9 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 Proposal, whether or not the Respondent is awarded a contract.

13 LEGAL REVIEW

Any Proposal submitted by a Respondent is subject to review and negotiation of the proposed contract by Transnet's Legal Counsel.

Respondent's Signature

Date & Company Stamp

Respondents to complete this section:

NAME OF RESPONDENT PHYSICAL ADDRESS

Respondent's contact person
Name.....
Designation.....
Telephone.....
Cell Phone.....
Facsimile.....
Email.....
Website.....

**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.

Respondent's Signature

Date & Company Stamp

Section 2

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. EXECUTIVE OVERVIEW

Most Transnet Operating Divisions currently procure their service requirements through a number of service providers. Our objective is to source all activity through a Preferred Supplier(s) capable of servicing all Transnet Operating Divisions in locations around the country. It also seeks to improve its current processes for provision of these Services to its end user community throughout its locations.

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:

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

2. SCOPE OF REQUIREMENTS

Requirements & Special Terms and conditions

1. PERIOD OF AGREEMENT – 60 DAYS (2 MONTHS)

- 1.1 This project specification covers Transnet freight rail's requirements for Emergency Repair, testing, transportation, installation and commissioning of 5MVA Traction Transformer 132kV /1225V at Bantams Traction Substation under the control of the depot Engineer, Bellville Depot

Respondent's Signature

Date & Company Stamp

A: On Site work

- 1.2 The Contractor shall not make use of any Sub-Contractor to perform the works or parts thereof without prior permission from the Project Manager.
- 1.3 The Contractor shall ensure that a safety representative is at site at all times. All safety measures prescribed by Transnet Freight Rail – Electrical Safety Instructions and the “Occupational Health and Safety Act 1993 (Act 85 of 1993)” associated with working on a project of this nature shall be adhered to.
- 1.4 The Contractor shall supply a site diary (with triplicate pages). This book shall be used to record any unusual events during the period of the work. Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc. The appointed Project Manager or Technical Officer must countersign such delays. Other delays such as non-availability of equipment from 3rd party suppliers must be communicated to the Project Manager or Technical Officer in writing.
- 1.5 The Contractor shall supply a site instruction book (with triplicate pages). This book shall be used to record any instructions to the Contractor regarding problems encountered on site – for example the quality of work or the placement of equipment. This book shall be filled in by the Project Manager or Technical Officer and must be countersigned by the Contractor.
- 1.6 Both books mentioned in 1.3 and 1.4 shall be the property of Transnet Freight Rail and shall be handed over to the Project Manager or Technical Officer on the day work completion on site.
- 1.7 A penalty charge of R 1.500 per day of the total contract value will be levied for late completion.
- 1.8 The successful Contractor shall provide a Gantt or a similar chart showing when the works will be done and energised. A final chart should be submitted to the Project Manager or Supervisor within 14 days after the award has been made to the successful Contractor.
- 1.9 Contractor shall disassemble and blank all auxiliary parts
- 1.10 Contractor shall remove damaged transformer and send to the workshop for repairs.

B: Workshop Repairs (Second Phase)

- 1.11 Transnet Freight Rail will visit and inspect premises of every contender prior contract award for facilities evaluation.
- 1.12 Transnet Freight Rail reserves the right to instruct successful contractor to un-tank and inspect to determine transformer’s condition. Active part un-tanking will be **TFR holding point for second quotations** submission to Transnet Freight Rail Acquisition Council.
- 1.13 Contractor shall perform electrical tests and furanic at their premises
- 1.14 Contractor shall provide Engineering Report to Transnet Freight Rail after the transformer is being untanked.
- 1.15 Contractor shall un-tank and inspection transformer condition and submit Engineering Report to the Project Manager.
- 1.16 Transnet Freight Rail reserves the right to allow contractors which were available on first submission i.e. (Item 1.17 of A: Workshop Repairs) to tender on second phase submission.
- 1.17 Contractor shall perform overhaul repairs and complete painting of the main tank.
- 1.18 Transformer re-winding can only be instructed by Transnet Freight Rail to contractor in writing prior such work can be performed.
- 1.19 Contractor shall supply and install 3x HV G.O.B bushings 550 / 145-165 Basic Insulation level.

Respondent's Signature

Date & Company Stamp

- 1.20 All processes or the manufacture and assembly of the product components must be subjected to a quality assurance system.
 - 1.21 The Contractor will assume full responsibility for assuring that the products purchased meet the requirements of Transnet Freight Rail for function, performance, and reliability, including purchased products from 3rd part suppliers.
 - 1.22 The onus is on the manufacturer to prove the effectiveness of their system to Transnet Freight Rail during the production of the prototype.
 - 1.23 ISO.9000 to 9004 inclusive (SABS 0157 parts 1 to 4) must be regarded as a guideline, where applicable.
 - 1.24 The Contractor will remain liable for contractual delivery dates irrespective of deficiencies discovered during workshop inspections.
- 1.9 Workshop final testing will merge as **holding point and Witness point** to allow the presence of Transnet Freight Rail representative.

2 Transformer Installation

- 2.1 The Contractor shall be responsible for the transportation to site, off-loading, handling, storage and security of all material required for the construction/execution of the works.
- 2.2 The Contractor shall be responsible for all necessary (as decided by the Transnet Freight Rail Project Manager or Technical Officer) connections between the equipment supplied and other components in the substation including connections to the earth-mat.
- 2.3 It is required for the contractor to supply **Poly chlorinated biphenyl** and calibration Oil plant certificate to Transnet Freight Rail before work commencement
- 2.4 Contractor shall execute the following tasks assemble all auxiliary transformer parts i.e. Conservator Tank, Oil pipe with buchholdz Relay, Radiators, Temperature Gauges and bushings
- 2.5 Contractor shall top up oil and purify in accordance to Transnet Freight Rail recommended oil specification.
- 2.6 Contractor shall supply Transnet Freight Rail with final oil test result before transformer commissioning.

3 TENDERING PROCEDURE

- 3.1 An addendum reflecting changes to the project specification and 'Bill of Quantities' shall be forwarded to Contractors after the site meeting and Contractors should quote accordingly.
- 3.2 Contractors shall duly fill in the attached 'Bill of Quantities'. The prices shall be fixed for the duration of the contract (2 months) and no escalation will be allowed. Items not reflected in this Schedule, but covered in the project specification or agreed at site meetings, shall be added to the 'Bill of Quantities' by the Contractor and quoted for accordingly.
- 3.3 Contractors shall submit qualifications of the staff that will be performing the works. Only qualified technical personnel shall perform the works on the electrical equipment or installations. During the duration of the contract the successful Contractor will be required to inform the Technical Officer of any staff changes and provide the qualifications of the replacement staff for approval.
- 3.4 Contractors shall indicate clause-by-clause compliance with the specification. This shall take the form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or non-compliance. This document can be used by Contractors to elaborate on their clause.
- 3.5 Contractors shall motivate a statement of non-compliance.
- 3.6 Where equipment offered does not comply with standards or publications referred to in the specification, Contractors shall state which standards apply and submit a copy in English or certified translation.

Respondent's Signature

Date & Company Stamp

- 3.7 Contractors shall submit descriptive literature consisting of detailed technical specifications, general constructional details and principal dimensions, together with clear illustrations of the equipment offered. During the duration of the contract period, the successful Contractor will be required to inform the Project Manager / Technical Officer of changes to equipment offered and submit detailed information on replacement equipment for approval prior to it being used on this contract.
- 3.8 Contractors shall submit equipment type test certificates as specified with the Tender. These shall be in English or certified translation.
- 3.9 During the duration of the contract period, the successful Contractor will be required to inform the Project Manager or Technical Officer of any changes to these drawings and will have to resubmit the affected drawings for approval prior to it being used on this contract.

4 SITE TESTS

- 4.1 The equipment shall be inspected / tested and approved by Transnet Freight Rail Quality Assurance at the Contractor's workshop prior to it being taken to site. Only once the approval has been granted can the equipment be taken to site for installation.
- 4.2 The Contractor shall be responsible for carrying out of on-site tests and commissioning of all equipment supplied and installed in terms of this specification and the contractual agreement.
- 4.3 Functional on-site tests shall be conducted on all items of equipment and circuitry to prove the proper functioning and installation thereof.
- 4.4 The Contractor shall submit a detailed list of on-site tests for the approval of the Project Manager or Technical Officer.
- 4.5 The Contractor shall arrange for the Technical Officer or his representative to be present to witness the on-site tests.
- 4.6 The on-site tests and subsequent commissioning **will not commence until ALL CONSTRUCTION** work has been completed. Construction staff, material and equipment shall be removed from site prior to the commencement of testing. Testing and commissioning of the substation equipment will not be allowed to take place in a construction site environment.
- 4.7 The on-site tests shall include the following:
 - 6.7.1 Test for the functionality of all electrical circuitry.
 - 6.7.2 Trip tests on relays.
 - 6.7.3 Test on equipment as per manufacturer's instructions.
 - 6.7.4 Insulation tests.
- 4.8 At the completion of the on-site tests, the Project Manager or Technical Officer or his representative shall either sign the tests sheets (supplied by the Contractor) as having witnessed the satisfactory completion thereof, or hand to the Contractor a list of defects requiring rectification.
- 4.9 Upon rectification of defects, the Contractor shall arrange for the Project Manager or Technical Officer or his representative to certify satisfactory completion of on-site tests.
- 4.10 Acceptance by the Project Manager or Technical Officer of satisfactory completion of on-site tests in no way relieves the Contractor of his obligation to rectify defects which may have been overlooked or become evident at a later stage.

5 COMMISSIONING OF EQUIPMENT

- 5.1 Commissioning will only take place after all defects have been rectified to the satisfaction of the Project Manager or Technical Officer.
- 5.2 Commissioning will include energising of equipment from the primary isolator to the track feeder circuits. The Contractor must prove the satisfactory operation of all equipment under live conditions.
- 5.3 On completion of commissioning, the Contractor will hand the equipment over to the Project Manager or Technical Officer in terms of the relevant instruction.

- 5.4 The commissioning of protection equipment by Transnet Freight Rail will in no way absolve the Contractor from any of his responsibilities during the guarantee period. It is the Contractor's responsibility to satisfy himself or herself that the commissioning of the protection equipment has been carried out in a satisfactory manner, and in no way compromises the proper operation of the equipment supplied in terms of the contract.
- 5.5 The Contractor shall be present during the testing and setting of the protection to rectify any faults found.

6 GUARANTEE AND DEFECTS

- 6.1 The Contractor shall guarantee the satisfactory operation of the complete refurbishment installation supplied and erected by him and accept liability for maker's defects that may appear in design, materials and workmanship.
- 6.2 The Contractor shall be issued with a completion certificate with the list of all defects to be repaired within 14 working days after commissioning.
- 6.3 The guarantee period for these substations shall expire after:
A period of 12 months commencing on the date of completion of the contract / sub-order or the date the substation is handed over to Transnet Freight Rail whichever is the earliest.
- 6.4 Any defects that may become apparent during the guarantee period shall be rectified to the satisfaction of Transnet Freight Rail, and to the account of the Contractor.
- 6.5 The Contractor shall undertake work on the rectification of any defects that may arise during the guarantee period within 7-days of his being notified by Transnet Freight Rail of such defects.
- 6.6 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, and the Contractor shall reimburse Transnet Freight Rail the total cost of such repair or replacements, including the labour costs incurred in replacing defective material.
- 6.7 Any specific type of fault occurring three times within the guarantee period and which cannot be proven to be due to other faulty equipment not forming part of this contract e.g., faulty locomotive or overhead track equipment, etc., shall automatically be deemed an inherent defect. Such inherent defect shall be fully rectified to the satisfaction of the Project Manager or Technical Officer and at the cost of the Contractor.
- 6.8 If urgent repairs have to be carried out by Transnet Freight Rail staff to maintain supply during the guarantee period, the Contractor shall inspect such repairs to ensure that the guarantee period is not affected and should they be covered by the guarantee, reimburse Transnet Freight Rail the cost of material and labour.

The percentage for overheads and profit added to the Defined Cost for people is.....%.

The percentage for overheads and profit added to other Defined Cost is..... %.

The Contractor offers to Provide the Works in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of contract*.

Specifications

6.8.1 South African National Standards:

- | | | |
|---------|-----------------|---|
| 6.8.1.1 | SANS 0555. 2007 | Unused and reclaimed mineral insulating oil for transformer & switchgear. |
| 6.8.1.2 | BSS 171. 1987 | Power Transformers. |
| 6.8.1.3 | SANS 10142 | Wiring Code. |

Respondent's Signature

Date & Company Stamp

NOTE: Any other specifications referenced in the above mentioned specification, will be for information purposes and may be provided on request after tender award.

6.9 Occupational Health and Safety Act No. 85 of 1993 (Available at depot for referral)

6.10 Constraints on how the *Contractor* Provides the Works

6.10.1 The constraints shall be as specified in the specifications of the particular equipment.

6.11 Requirements for the programme

- | | | |
|--------|-----------------------|---|
| 6.11.1 | Programme of work | : To be submitted by successful Contractor |
| 6.11.2 | Format | : Gantt chart |
| 6.11.3 | Information | : How work is going to be executed and commissioned |
| 6.11.4 | Submission | : 3 weeks after the award of contract |
| 6.11.5 | Site diary | : Successful Contractor to supply in triplicate carbon copies |
| 6.11.6 | Site instruction book | : Successful Contractor to supply in triplicate carbon copies |

6.12 Services and other things provided by the Employer

- 6.12.1 Transnet Freight Rail reserve the right to inspect the compatibility of machinery utilised before site establishment.
- 6.12.2 Transnet Freight Rail shall inspect all equipment before dispatching the equipment to site.
- 6.12.3 Transnet Freight Rail shall have an electrician available for isolation and the erection of barriers to live electrical equipment and issuing of work permits.
- 6.12.4 Upon successful completion of the works to the satisfaction of Transnet Freight Rail, Transnet Freight Rail shall perform necessary protection tests and commission the equipment.
- 6.12.5 The Contractor shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipments.

3. GENERAL INFORMATION

- a. It is required that all Transnet operating divisions will be included in the scope of this Proposal.
- b. The service provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- c. The service provider(s) must provide the identified information requested and comply with the requirements stated in the RFP.

4. EXCHANGE AND REMITTANCE

The attention of the Respondents is specially directed to clause 7 (Exchange and Remittance) of the General Tender Conditions. 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.*

- a. ZAR 1.00 (South African currency) being equal to (foreign currency)
- b. % in relation to tendered price(s) to be remitted overseas by Transnet.
- c. (Name of country to which payment is to be made)
- d. Beneficiary details:

Respondent's Signature

Date & Company Stamp

Name (Account holder)

Bank (Name and branch code)

Swift code

Country

e. (Applicable date of Exchange Rate used)

5. NATIONAL RAILWAY SAFETY REGULATOR ACT

In compliance with the National Railway Safety Regulator Act, 16 of 2002, the successful Respondent (the "Supplier") shall ensure that the Services to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set forth in this RFP, and shall thereby adhere to railway safety requirements and/or regulations (as applicable). Permission for the engagement of a subcontractor by the Supplier, as applicable, both initially and during the course of a contract, shall be subject to a review of the capability of the proposed subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organisation.

Accepted:

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

6. SERVICE LEVELS

- a. 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.
- b. Transnet will have quarterly reviews with the Supplier’s account representative on an ongoing basis.
- c. 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.
- ~~d. Supplier guarantees that it will achieve a 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:~~
- e. Supplier must provide a toll-free number or alternative number for customer service calls.
- f. 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	
-----	--	----	--

Respondent’s Signature

Date & Company Stamp

7. CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD

- a. 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	
----	--

If "yes", please specify in 8.2 below.

- b. 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 Proposal if there is insufficient space available.

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8. 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 -

- a. quality of the Service(s) provided:

.....

.....

.....

Respondent's Signature

Date & Company Stamp

.....

b. continuity of provision of the Service(s) (refer clause 6.9 of Form US7)::

.....

c. compliance with the Occupational Health and Safety Act, 85 of 1993 (refer clause 8.1(f) of Form US7)

.....

d. compliance with the National Railway Safety Regulator Act, 16 of 2002 (refer clause 16 above)

.....

9. 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	Contact Person	Telephone number

Respondent's Signature

Date & Company Stamp

10. 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
- Service level guarantees
- An explicit commitment to continuous improvement initiatives
- Compliance - Completeness of your responses and content of the Proposal
- Financial strength
- References
- BBBEE status of company
- Compliance with Transnet's Standard Terms and Conditions of Contract
- Additional value-added services

a. Evaluation criteria will be 50:40:10

50 = price

40 = technical evaluation criteria which will focus on the table below

10 = BEE

TECHNICAL EVALUATION CRITERIA

DESCRIPTION OF QUALITY CRITERIA AND SUB- CRITERIA		MAXIMUM NUMBER OF TENDER POINTS
Clause by clause compliance to all technical specifications	20%	40
Experience / Reference (Fit for purpose)	20%	
Risk / Safety Plan	20%	
Technical capacity resources	20%	
Delivery / completion period	20%	
Total evaluation points for quality		40

Respondent's Signature

Date & Company Stamp

Section 3

PROPOSAL FORM

PROVISION OF EMERGENCY REPAIRS OF 5MVA, 132KV TRANSFORMER, LOAD AND INSTALL AT BANTAMS TRACTION SUB-STATION FOR A PERIOD OF 2 MONTHS (60 DAYS).

I/We _____

(name of company, close corporation or partnership)

of (full address) _____

carrying on business under style or title of (trading as)

represented by _____

in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of

Partners, 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 Service Fees 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 RFP documents.

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

1. Standard Terms and Conditions of Contract, Form US7 - Services;
2. General Tender Conditions – Services; and
3. any other standard or special conditions mentioned and/or embodied in the Request for Proposal form; and;-

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

Should Transnet decide that a formal contract should be signed and so inform me/us in the facsimile or letter of acceptance, this Proposal (and, if any, its covering letter and any subsequent exchange of correspondence) together with Transnet's letter of acceptance/intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

Respondent's Signature

Date & Company Stamp

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the provision of the Services 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 Proposals afresh and/or having to accept any less favourable Proposal.

I/We accept that any contract resulting from this offer will be for a period of 2 MONTHS / 60 DAYS 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 RFP. 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 Proposal 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 RFP

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

VALIDITY PERIOD

Transnet desires a validity period of 3 (three) months (from closing date) against this RFP. It should be noted that Respondents may offer an earlier validity period, but that their Proposals 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 RFP 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:

Respondent's Signature

Date & Company Stamp

TAX CLEARANCE CERTIFICATE

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

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 RFP is submitted.

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

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

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

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.....

REGISTRATION CERTIFICATE

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

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, Form US7 – Services.

Respondent's Signature

Date & Company Stamp

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 Services, 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

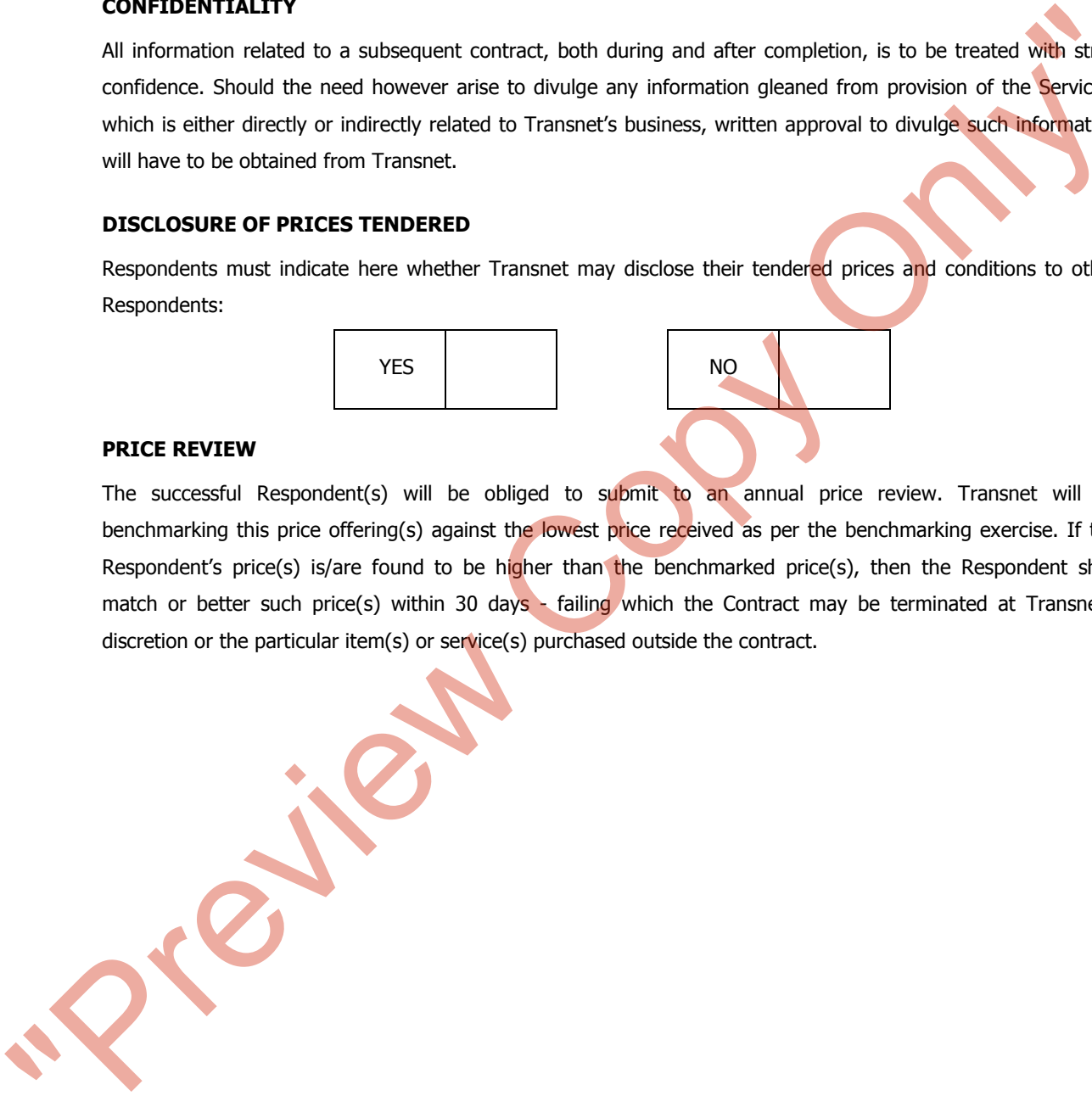
Respondents must indicate here whether Transnet may disclose their tendered prices and conditions to other Respondents:

YES	
-----	--

NO	
----	--

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 item(s) or service(s) purchased outside the contract.



Respondent’s Signature

Date & Company Stamp

RETURNABLE DOCUMENTS

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

Notice to Bidders – Section 1	✓
Background overview – Section 2	✓
Proposal Form – Section 3	✓
Resolution of Board of Directors (Respondent's Representative) – Section 4	✓
Certificate of Acquaintance with RFP Documents – Section 5	✓
Service Fees and Costs – Section 6	✓
General Tender Conditions – Section 7	✓
Conditions of Contract, Form US7 – Section 8	✓
Audited Financials for previous year	✓
Valid Tax Clearance Certificate	✓
Letter of Good Standing – Compensation Commissioner	✓
VAT Registration Certificate	✓
BBBEE Accreditation Certificate	✓
Certificate of attendance of RFP Briefing – Section 9	✓
Non-Disclosure Agreement – Section 10	✓
RFP Declaration Form – Section 11	✓

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

 Respondent's Signature

 Date & Company Stamp

By signing the RFP documents, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFP, 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 _____ on this ____ day of _____ 2012.

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

2 _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

Section 4

SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS

PROVISION OF EMERGENCY REPAIRS OF 5MVA, 132KV TRANSFORMER, LOAD AND INSTALL AT BANTAMS TRACTION SUB-STATION FOR A PERIOD OF 2 MONTHS (60 DAYS).

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, Proposals and/or Contracts for the supply of Goods.

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY

Respondent's Signature

Date & Company Stamp

Section 5

CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS

PROVISION OF EMERGENCY REPAIRS OF 5MVA, 132KV TRANSFORMER, LOAD AND INSTALL AT BANTAMS TRACTION SUB-STATION FOR A PERIOD OF 2 MONTHS (60 DAYS).

NAME OF COMPANY: _____

I/We do _____

hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP 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 RFP/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

Respondent's Signature

Date & Company Stamp

Section 6

**PROVISION OF EMERGENCY REPAIRS OF 5MVA, 132KV TRANSFORMER, LOAD AND
INSTALL AT BANTAMS TRACTION SUB-STATION FOR A PERIOD OF 2 MONTHS**

Item	Description	Unit	Qty	Rate	Price
	Bantams Substation Transformer				
A	First Phase				
1	Disable and blank all transformer parts	sum	1		
2	Load, transformer from Bantams Substation to the workshop for repairs	sum	1		
B	Second Phase				
3	Untank and inspect active part	sum	1		
4	Produce Engineering Report	sum	1		
5	Repair active part complete	sum	1		
6	Supply new G.O.B 550 bushings	ea	3		
7	Phase rewinds (optional)	sum	1		
8	Load and transport transformer to Bantams Traction Substation	sum	1		
9	Security on site	sum	1		
20	Ps & G's	sum	1		
21	Commissioning	sum	1		
	Total Price for Bantams			R	
	Total (vat excluded)			R	

Total price in words: _____

(Excluding VAT)

Respondent's Signature

Date & Company Stamp

Section 7

GENERAL TENDER CONDITIONS - SERVICES

PROVISION OF EMERGENCY REPAIRS OF 5MVA, 132KV TRANSFORMER, LOAD AND INSTALL AT BANTAMS TRACTION SUB-STATION FOR A PERIOD OF 2 MONTHS (60 DAYS).

Refer General Tender Conditions attached hereto.

“Preview Copy Only”

Respondent's Signature

Date & Company Stamp

**Section 8: STANDARD TERMS AND CONDITIONS OF CONTRACT
FOR THE PROVISION OF SERVICES TO TRANSNET**

PROVISION OF EMERGENCY REPAIRS OF 5MVA, 132KV TRANSFORMER, LOAD AND INSTALL AT BANTAMS TRACTION SUB-STATION FOR A PERIOD OF 2 MONTHS (60 DAYS).

Refer Form US7 attached hereto.

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, a copy of which is attached hereto. 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."

Respondent's Signature

Date & Company Stamp

Section 9:

CERTIFICATE OF ATTENDANCE OF SITE MEETING / BRIEFING SESSION

PROVISION OF EMERGENCY REPAIRS OF 5MVA, 132KV TRANSFORMER, LOAD AND INSTALL AT BANTAMS TRACTION SUB-STATION FOR A PERIOD OF 2 MONTHS (60 DAYS).

It is hereby certified that -

- 1.
- 2.

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

attended the site meeting / briefing session in respect of the proposed Services to be rendered in terms of this RFP on 2012.

.....
 TRANSNET'S REPRESENTATIVE
 DATE.....

.....
 RESPONDENT'S REPRESENTATIVE
 DATE.....



Respondent's Signature

Date & Company Stamp

Section 10:

NON-DISCLOSURE AGREEMENT ("NDA")

PROVISION OF EMERGENCY REPAIRS OF 5MVA, 132KV TRANSFORMER, LOAD AND INSTALL AT BANTAMS TRACTION SUB-STATION FOR A PERIOD OF 2 MONTHS (60 DAYS).

Complete and sign the Non-Disclosure Agreement attached hereto

"Preview Copy Only"

Respondent's Signature

Date & Company Stamp

Section 11

RFP DECLARATION FORM

PROVISION OF EMERGENCY REPAIRS OF 5MVA, 132KV TRANSFORMER, LOAD AND INSTALL AT BANTAMS TRACTION SUB-STATION FOR A PERIOD OF 2 MONTHS (60 DAYS).

NAME OF COMPANY: _____

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 bid clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal (RFP);
3. at no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from bidders in responding to this RFP have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: *[delete this paragraph if not applicable]*

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

Respondent's Signature

Date & Company Stamp



6. 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 company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

SIGNED at _____ on this _____ day of _____ 2012

For and on behalf of duly authorised thereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date:
Place:	Place:

"Preview Copy Only"

Respondent's Signature

Date & Company Stamp