



TRANSNET FREIGHT RAIL

an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP]

**FOR THE SUPPLY AND DELIVERY OF 3KV HIGH SPEED CIRCUIT BREAKERS
FOR A PERIOD OF THREE YEARS ON AN AS AND WHEN REQUIRED BASIS**

RFP NUMBER: HOAC-KGG-8702
ISSUE DATE: 02 JULY 2012
CLOSING DATE: 24 JULY 2012
CLOSING TIME: 10:00
BID VALIDITY PERIOD: 90 days

“PREVIEW COPY ONLY”

SCHEDULE OF BID DOCUMENTS

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LIST OF ACRONYMS

B-BBEE	Broad-Based Black Economic Empowerment
CD	Compact/computer disc
DAC	Divisional Acquisition Council
DPE	Department of Public Enterprises
DTI	Department of Trade and Industry
EME	Exempted Micro Enterprise
FRC	Further Recognition Criteria
GBC	General Bid Conditions
ID	Identity Document
JV	Joint Venture
LOI	Letter of Intent
NDA	Non-Disclosure Agreement
NGP	New Growth Path
OD	Transnet Operating Division
PTN	Post-Tender Negotiations
QSE	Qualifying Small Enterprise
RFP	Request for Proposal
SD	Supplier Development
SME	Small Medium Enterprise
SOC	State Owned Company
ST&C	Standard Terms and Conditions
TFRAC	Transnet Freight Rail Acquisition Council
TCO	Total Cost of Ownership
VAT	Value-Added Tax
ZAR	South African Rand

**RFP FOR THE SUPPLY AND DELIVERY OF 3KV DC HIGH SPEED CIRCUIT BREAKERS
FOR A PERIOD OF THREE YEARS ON AN AS AND WHEN REQUIRED BASIS**

Section 1: NOTICE TO BIDDERS

1 PROPOSAL REQUEST

Responses to this RFP [hereinafter referred to as a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **Entity** or **Respondent**] to supply the aforementioned requirement(s) to Transnet.

On or after 02 July 2012, the RFP documents may be inspected at, and are obtainable from the office of the Secretariat, Inyanda No 1, Ground Floor, 21 Wellington Road, Parktown, Johannesburg, on payment of an amount of R500.00 (inclusive of VAT) per set. Payment is to be made as follows:

Bank:	Standard Bank
Account Number:	00 237 3963
Branch:	Braamfontein
Branch code:	004805
Account Name:	Transnet Limited Head Office
Reference:	HOAC-KGG-8702

NOTES –

- a) This amount is not refundable.
- b) A receipt for such payment made must be presented when collecting the RFP documents and submitted with your Proposal.

RFP documents will only be available until **10h00** on **23rd July 2012**.

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

2 FORMAL BRIEFING

A non-compulsory RFP briefing will be conducted at Inyanda House 2, Ground Floor, Bombela Boardroom, on the **10th July 2012**, at **9h00** for a period of ± 2 hours. [Respondent to provide own transportation and accommodation].

- 2.1 A Certificate of Attendance in the form set out in Section 14 hereto must be completed and submitted with your Proposal.
- 2.2 Respondents without a valid RFP document in their possession will not be allowed to attend the RFP briefing.
- 2.3 The briefing session will start punctually at **9h00** and information will not be repeated for the benefit of Respondents arriving late.

3 PROPOSAL SUBMISSION

Proposals **in duplicate plus copy** must reach the Secretary, Transnet Freight Rail, 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: HOAC-KGG-8702
 Description: SUPPLY AND DELIVERY OF 3KV HIGH SPEED CIRCUIT BREAKERS
 Closing date and time: 24 JULY 2012
 Closing address: *[Refer options in paragraph 4 below]*

4 DELIVERY INSTRUCTIONS FOR RFP

4.1 Delivery by hand

4.2 If delivered by hand, the envelope is to be deposited in the Transnet tender box which is located at Inyanda No 1, Ground Floor, 21 Wellington Road, Parktown, and should be addressed as follows:

**THE CHAIRPERSON
 TRANSNET FREIGHT RAIL
 ACQUISITION COUNCIL
 GROUND FLOOR
 TENDER BOX
 Inyanda House 1
 21 Wellington Road
 Parktown**

The measurements of the "tender slot" are 400mm 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, each such envelope to be addressed as required in paragraph 3 above.

a) It should also be noted that the above tender box is located inside the main entrance in 21 Wellington Road to the public 24 hours a day, 7 days a week.

4.3 Dispatch by courier

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

**THE CHAIRPERSON
 TRANSNET FREIGHT RAIL
 ACQUISITION COUNCIL
 GROUND FLOOR
 21 WELLINGTON ROAD
 PARKTOWN**

4.4 Please note that this RFP closes punctually at **10:00 on Tuesday, 24 July 2012.**

4.5 If responses are not 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, unless otherwise stated herein.

- 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. pricing, delivery, etc. The names and locations of the Respondents will 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 23 [*Alterations made by the Respondent to Tendered Prices*] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

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

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 B-BBEE initiatives [including, but not limited to subcontracting and Joint Ventures] as part of their tendered responses. Transnet will accordingly allow "preference" points to companies who provide a B-BBEE Accreditation Certificate. All procurement transactions will be evaluated accordingly.

Consequently, when Transnet invites prospective suppliers to submit Proposals for its various expenditure programmes, it urges Respondents [*Large Enterprises and QSE's - see below*] to have themselves accredited in compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011. As from 1 October 2011 valid B-BBEE Accreditation Certificates must be issued by

- a) Verification Agencies accredited by the South African National Accreditation System [**SANAS**];
- or
- b) Registered auditors approved by the Independent Regulatory Board of Auditors [**IRBA**], in accordance with the approval granted by the Department of Trade and Industry.

A Verification Certificate issued must reflect the weighted points attained by the measured entity for each element of the scorecard as well as the overall B-BBEE rating.

5.1 B-BBEE Rating

Enterprises will be rated by Verification Agencies or registered auditors based on the following:

- a) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
 - Rating level based on all seven elements of the B-BBEE scorecard
- b) **Qualifying Small Enterprises – QSE** [i.e. annual turnover between R5 million and R35 million]:
 - Rating based on any four of the elements of the B-BBEE scorecard
- c) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:

- EMEs are exempted from B-BBEE accreditation
- Automatic rating of Level 4 B-BBEE irrespective of race or ownership
- Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as Level 3 B-BBEE
- EME's should provide documentary proof of annual turnover [i.e. annual financials signed off by an accounting officer] plus proof of Black ownership if Black ownership is greater than 50% and/or Black Women ownership is greater than 50%

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].

N.B. Failure to do so will result in a score of zero being allocated for B-BBEE.

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

R_____

All Respondents must complete and return the B-BBEE Preference Points Claim Form attached hereto as Annexure A.

5.2 Joint Ventures and Subcontractors

In addition to the above, Respondents who wish to enter into a Joint Venture with, or subcontract portions of the contract to, B-BBEE entities must state in their RFPs, the percentage of the total contract value that will be allocated to such B-BBEE entities, should they be successful in being awarded any business. A rating certificate in respect of such B-BBEE JV-partners and/or subcontractor(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 in accordance with the processes outlined in the B-BBEE Preference Points Claim Form appended hereto as Annexure A.

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

5.3 B-BBEE Registration

In addition to the accreditation certificate, Transnet recommends that Respondents register their B-BBEE compliance and supporting documentation on the Department of Trade and Industry's [DTI] National B-BBEE IT Portal and Opportunities Network and provide Transnet with proof of registration in the form of an official B-BBEE Profile issued by the DTI.

Transnet would wish to use the DTI B-BBEE IT Portal as a data source for tracking B-BBEE compliance.

For instructions to register and obtain a DTI B-BBEE Profile go to <http://bee.thedti.gov.za>

5.4 Further Recognition Criteria

Transnet encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 5.1 above, in addition to such scoring, a further

35% [ten per cent] will be allocated to a Respondent's score based on the "Further Recognition Criteria" [**FRC**] on an ascending scale. This will be calculated based on the extent to which the Respondent commits to meet and/or exceed the minimum compliance targets with its proposed target score to be achieved during the contract period.

Respondents are required to submit their Further Recognition Criteria with their Proposals. *[Refer Section 17 for further instructions]*

5.5 **Supplier Development Initiatives**

Historically in South Africa there has been a lack of investment in infrastructure, skills and capability development and an inequality in the income distribution and wealth of a significant portion of the population. There have been a number of Government initiatives developed to address these challenges. In particular, the New Growth Path [**NGP**] developed in 2010 aligns and builds on previous policies to ensure the achievement of Government's development objectives for South Africa.

Transnet fully endorses and supports Government's New Growth Path policy through its facilitation of Supplier Development [**SD**] initiatives. Hence Supplier Development Initiatives are a prerequisite for this RFP and are included in the Evaluation Criteria. *[Refer Section 18 for instructions]*

6 **COMMUNICATION**

Respondents are warned that a Proposal will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.

- 6.1 For specific queries relating to this RFP, a Bid Clarification Request Form should be submitted before **12:00 on 20 July 2012**, substantially in the form set out in Section 12 hereto.
- 6.2 After the closing date of the RFP, a Respondent may communicate with the Secretary of the Transnet Freight Rail, Acquisition Council, at telephone number at telephone number 011 584 9486 or facsimile number 011-774-9760 on any matter relating to its RFP Proposal
- 6.3 Respondents found to be in collusion with one another will be automatically disqualified and blacklisted from doing business with Transnet in the future.

7 **INSTRUCTIONS FOR COMPLETING THE RFP**

- 7.1 Sign one set of documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set can be a copy of the original signed Proposal.
- 7.2 Both sets of documents to be submitted to the address specified in paragraph 4 above.
- 7.3 All returnable documents listed [✓] in the Proposal Form [Section 4] must be returned with your Proposal.

8 **COMPLIANCE**

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

9 ADDITIONAL NOTES

- 9.1 All returnable documents as indicated in the Proposal Form [Section 4] must be returned with the response.
- 9.2 Changes by the Respondent to its submission will not be considered after the closing date.
- 9.3 The person or persons signing the Proposal must be legally authorised by the Respondent to do so [Refer Section 6 – Signing Power, Resolution of the Board of Directors]. 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.
- 9.4 Transnet would prefer not to do business with any agents [“middlemen”] who do not add significant value to the supply chain. In such instances Transnet will endeavour to contract directly with the overseas and / or local OEMs [Original Equipment Manufacturers].
- 9.5 Transnet may wish to visit the Respondent’s place of manufacture/workshop/premises during this RFP process.
- 9.6 Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet’s option, any evaluation criteria listed in this RFP document.
- 9.7 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated. 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**

10 DISCLAIMERS

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

- 10.1 modify the RFP’s Goods and request Respondents to re-bid on any changes;
- 10.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 10.3 disqualify Proposals submitted after the stated submission deadline;
- 10.4 not necessarily accept the lowest priced Proposal;
- 10.5 reject all Proposals, if it so decides;
- 10.6 withdraw the RFP on good cause shown;
- 10.7 award a contract in connection with this Proposal at any time after the RFP’s closing date;
- 10.8 award a contract for only a portion of the proposed Goods which are reflected in the scope of this RFP;
- 10.9 split the award of the contract between more than one Supplier; or
- 10.10 make no award of a contract.

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to indicate in Section 11 [*Breach of Law*] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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.

11 LEGAL REVIEW

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

**Transnet urges its clients, suppliers and the general public
to report any fraud or corruption on the part of Transnet employees to
TIP-OFFS ANONYMOUS : 0800 003 056**

**RFP FOR THE SUPPLY AND DELIVERY OF 3KV DC HIGH SPEED CIRCUIT BREAKERS
FOR A PERIOD OF THREE YEARS ON AN AS AND WHEN REQUIRED BASIS**

Section 2: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

High Speed Circuit Breakers are being purchased to replace the old 713 and 723 types that use an asbestos arc chutes or for new installations.

2 EXECUTIVE OVERVIEW

Most Transnet Operating Divisions currently procure their Circuit Breakers 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.

Transnet is seeking a partner(s) to provide solutions for its 3KV DC High Speed Circuit Breakers nationally. It also seeks to improve its current processes for providing these Goods to its end user community throughout its locations.

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

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

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

3 SCOPE OF REQUIREMENTS

The supply and delivery of 3KV DC High Speed Circuit Breakers to Transnet Freight Rail on an as and when required basis.

4 GENERAL INFORMATION

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

5 "AS AND WHEN REQUIRED" CONTRACTS

- 5.1 Purchase orders will be placed on the Supplier(s) from time to time as and when Goods are required.
- 5.2 Transnet reserves the right to place purchase orders until the last day of the contract for deliveries to be effected within the delivery period / lead time specified beyond the expiry date of the contract under the same terms and conditions as agreed upon.
- 5.3 Delivery requirements may be stipulated in purchase orders and scheduled deliveries may be called for. However, delivery periods and maximum monthly rates of delivery offered by the Respondents will be used as guidelines in establishing lead times and monthly delivery requirements with the Supplier.
- 5.4 Where scheduled deliveries are required, the delivery period(s) specified must be strictly complied with, unless otherwise requested by Transnet. Material supplied earlier than specified may not be paid for or may be returned by Transnet, with the Supplier being held liable for all expenses so incurred, e.g. transport charges, handling charges, etc.
- 5.5 If the delivery period offered by the Respondents is subject to a maximum monthly production capacity, full particulars must be indicated in Section 3 [*Pricing and Delivery Schedule*]
- 5.6 The Respondent must state hereunder its annual holiday closedown period [if applicable] and whether this period has been included in the delivery lead time offered:

- 5.7 Indicate below the action that the Respondent proposes to take to ensure continuity of supply during non-working days or holidays and periods occupied in stocktaking or in effecting repairs to plant or in overhaul of plant which would ordinarily occur within the stated delivery lead time:

6 MANUFACTURERS

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

6.1 LOCAL MANUFACTURER(S):

RFP ITEM NUMBER	NAME	ADDRESS [IN FULL]
_____	_____	_____

6.2 FOREIGN MANUFACTURER(S):

RFP ITEM NUMBER	NAME	ADDRESS [IN FULL]
_____	_____	_____
_____	_____	_____

7 INSPECTION DETAILS

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

7.1 LOCAL MANUFACTURER(S):

RFP ITEM NO.	NAME	ADDRESS [IN FULL]

7.2 FOREIGN MANUFACTURER(S):

RFP ITEM NO.	NAME	ADDRESS [IN FULL]

8 IMPORTED CONTENT

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

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

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

9 EXCHANGE AND REMITTANCE

The attention of the Respondents is directed to clause 8 [Exchange and Remittance] of the General Bid Conditions appended hereto. 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 or supplier, which is not a registered South African Company.*

9.1 ZAR 1.00 [South African currency] being equal to _____ [foreign currency]

9.2 _____ % in relation to tendered price(s) to be remitted overseas by Transnet

9.3 _____ *[Name of country to which payment is to be made]*

9.4 Beneficiary details:

Name *[Account holder]* _____

Bank *[Name and branch code]* _____

Swift code _____

Country _____

9.5 _____ *[Applicable base date of Exchange Rate used]*

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

EXPORT CREDIT AGENCY SUPPORTED FINANCE:

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

Under such circumstances the successful Respondent will agree to undertake:

- a) to provide (and/or cause the Parent to provide, as applicable) to Transnet and the banks and financial institutions that may participate in the ECA Facility all such assistance as an importer of Goods and services, which are eligible for ECA credit supported finance by an Export Credit Agency, is generally required to provide for the purposes of obtaining ECA support;
- b) not to do or (as Supplier of the relevant eligible Goods or services) omit to do anything, which may adversely affect Transnet's prospects of qualifying for or, once obtained, maintaining ECA credit support by an Export Credit Agency in respect of an ECA Facility.

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

10 NATIONAL RAILWAY SAFETY REGULATOR ACT

In compliance with the National Railway Safety Regulator Act, 16 of 2002, the successful Respondent (**the Supplier**) shall ensure that the Goods to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set forth in Section 15 *[Specifications and Drawings]* of 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	
-----------	--

13.3 **Compliance with the Occupational Health and Safety Act, 85 of 1993** [refer clause 7.1(f) of Form ST&C]:

13.4 **Compliance with the National Railway Safety Regulator Act, 16 of 2002** [refer paragraph 10 above]:

14 REFERENCES

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

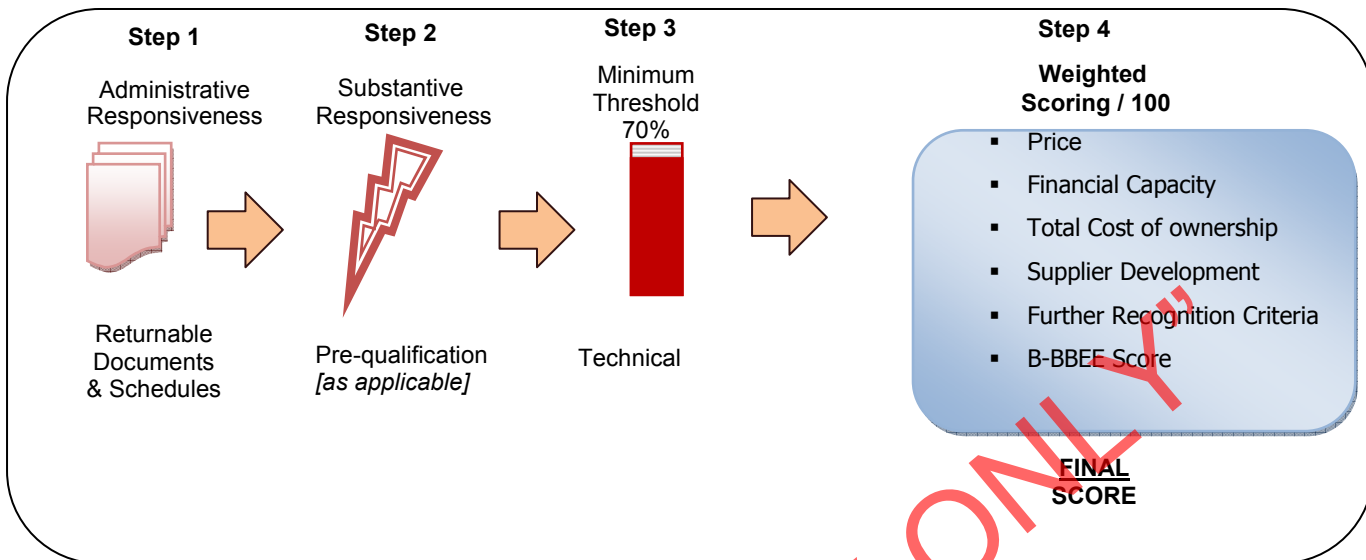
Kindly provide at least a minimum of 3 contactable referees:

- **For similar equipment supplied previously**

NAME OF COMPANY	CONTACT PERSON	TELEPHONE

15 EVALUATION METHODOLOGY AND CRITERIA

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



15.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

EVALUATION CRITERIA	RFP REFERENCE
<ul style="list-style-type: none"> whether the bid has been lodged on time 	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> whether all returnable documents and/or schedules [where applicable] were completed and returned by the closing date and time 	<i>Section 4</i>
<ul style="list-style-type: none"> whether the bid documentation has been duly signed by the Respondent. 	<i>Section 1 paragraph 7.1</i>

The test for administrative responsiveness [Step One] must be passed for a Respondent’s proposal to progress to Step Two for further evaluation.

15.2 STEP TWO: Test for Substantive Responsiveness to RFP

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

EVALUATION CRITERIA	RFP REFERENCE
<ul style="list-style-type: none"> whether any pre-qualification criteria set by Transnet, have been met 	<i>Section 1 paragraphs 2.2, 6.1, 10.3</i> <i>Section 4 – validity period</i> <i>Section 8, General Bid Conditions clause 25</i> <i>Section 10</i>
<ul style="list-style-type: none"> whether the bid contains a priced offer 	<i>Section 3</i>
<ul style="list-style-type: none"> whether the bid materially complies with the scope and/or specification given 	<i>Section 2</i>
<ul style="list-style-type: none"> whether all material terms and conditions stated in the bid document have been met 	<i>All Sections</i>

The test for substantive responsiveness [Step Two] must be passed for a Respondent’s proposal to progress to Step Three for further evaluation.

15.3 STEP THREE: Test Minimum Threshold for Technical Criteria / Functional Requirements

Technical and Functional Criteria:

EVALUATION CRITERIA
<ul style="list-style-type: none"> Compliance to Specification
<ul style="list-style-type: none"> Delivery / Schedule
<ul style="list-style-type: none"> References / Previous Performance (Equipment)

The minimum threshold (70%) for Step Three evaluation criteria must be met or exceeded for a Respondent’s proposal to progress to Step Four for final evaluation.

15.4 STEP FOUR: Final Weighted Scoring

EVALUATION CRITERIA
Commercial Criteria <ul style="list-style-type: none">• Price Competitiveness• Financial Capacity• Total Cost of Ownership
B-BBEE - Scorecard
Supplier Development Initiatives
Further Recognition Criteria

Note: Transnet reserves the right to conduct post-tender negotiations with the preferred Respondent(s)

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**RFP FOR THE SUPPLY AND DELIVERY OF 3KV DC HIGH SPEED CIRCUIT BREAKERS
FOR A PERIOD OF THREE YEARS ON AN AS AND WHEN REQUIRED BASIS**

Section 3: PRICING AND DELIVERY SCHEDULE

Item No	Description of Item	Quantity	Unit Price	TOTAL PRICE [ZAR]
1	Supply 3kV DC High Speed Track Breakers – 2600 A rated	350		
2	Supply 3kV DC High Speed Track Breakers – 4000 A rated	150		
3	Transportation of Circuit Breakers to various depots nationally rate per km	Rate		
4	Storage (per breaker per month)	Rate		
5	Container (each per month)	Rate		
6	Operational Test (per breaker)	Rate		
7	Maintenance & Operation Training (sessions)	Rate		
	OTHER (please specify)			
TOTAL PRICE, exclusive of VAT:				

Notes to Pricing:

- c) All Prices must be quoted in South African Rand, exclusive of VAT
- d) Prices to be quoted on a delivered basis to various depots on a national basis
- e) Prices quoted must be held valid for a period of 90 days
- f) Currency rate of exchange utilised: _____
- g) Delivery of the 1st batch to take place by end of February 2013
- h) Respondents are to indicate whether prices quoted would be subject to adjustment after a period of 12 months, and if so which proposed adjustment factor(s) would be utilised

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

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

Name of Entity: _____
Facsimile: _____
Address: _____

NOTIFICATION OF AWARD OF RFP

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

VALIDITY PERIOD

Transnet requires a validity period of 90 [ninety] days [from 24 July 2012] against this RFP.

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

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

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

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

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

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 Goods, which is either directly or indirectly related to Transnet’s business, written approval to divulge such information must 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 a 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 [thirty] days, failing which the contract may be terminated at Transnet's discretion or the particular item(s) or service(s) purchased outside the contract.

RETURNABLE DOCUMENTS AND SCHEDULES

Respondents are required to submit the following returnable documents and schedules with their responses [see √]. All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent:

SECTION 1 : Notice to Bidders	√
SECTION 2 : Background, Overview and Scope of Requirements	√
SECTION 3 : Pricing & Delivery Schedule	√
SECTION 4 : Proposal Form	√
SECTION 5 : Vendor Application Form	
- Original cancelled cheque or bank verification of banking details	
- Certified copies of IDs of shareholder/directors/members [as applicable]	√
- Certified copy of Certificate of Incorporation [CM29/CM9 name change]	√
- Certified copy of share certificates [CK1/CK2 if CC]	
- Entity's letterhead	
- Original Tax Clearance Certificate	√
- Certified copy of VAT Registration Certificate	√
- Certified copy of Company Registration Certificate	√
- Valid B-BBEE Accreditation Certificate [Large Enterprises and QSEs]	√
- Annual financials signed off by an accounting officer [EMEs]	√
- Audited Financials for previous 3 years	√
SECTION 6 : Signing Power - Resolution of Board of Directors	√
SECTION 7 : Certificate of Acquaintance with RFP Documents	√
SECTION 8 : General Bid Conditions – Goods	√
SECTION 9 : Standard Terms and Conditions of Contract	√
SECTION 10 : RFP Declaration Form	√

SECTION 11 : Breach of Law	√
SECTION 12 : Bid Clarification Request Form	√
SECTION 13 : Supplier Code of Conduct	√
SECTION 14 : Certificate of attendance of Site Meeting / RFP Briefing	√
SECTION 15 : Specifications and Drawings	√
- Clause by clause statement of compliance to specification CEE.0099_Issue 2010	√
- Technical Data Sheet of specification CEE.0099_Issue 2010	√
- Letter of intent from equipment supplier – if not OEM	√
- Equipment Maintenance Information (as per attached schedules & Life Cycle Cost Analysis Data)	√
- ISO9000 Certification (supplier's)	√
- Type test certificates	√
- Installation, Operation & Maintenance Manuals	√
SECTION 16 : Non-Disclosure Agreement	√
SECTION 17 : Further Recognition Criteria	√
SECTION 18 : Supplier Development Initiatives	√
- Annexure A: BBBEE preference claims points form	√
- Annexure B : Supplier Development Bid Document	√
- Annexure C & C1 : Supplier Development Value Summary	√

Failure to provide all the above-referenced returnable documents marked with a [√] will result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

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 SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

SIGNED at _____ on this ____ day of _____ 2012

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

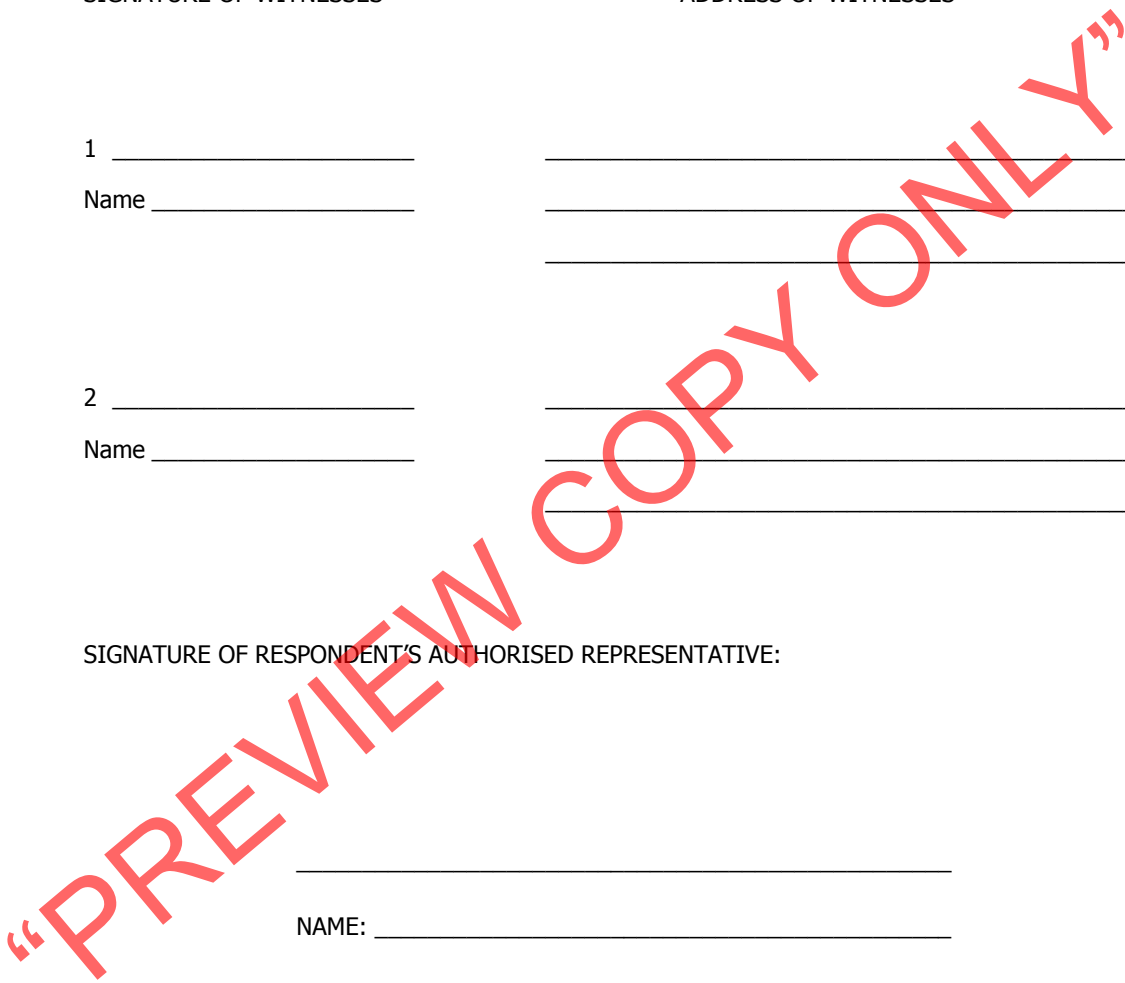
1 _____
Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____



**RFP FOR THE SUPPLY AND DELIVERY OF 3KV DC HIGH SPEED CIRCUIT BREAKERS
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Section 5: VENDOR APPLICATION FORM

Respondents are to furnish the following documentation and complete the Vendor Application Form below:

1. **Original** cancelled cheque **OR** letter from the Respondent’s bank verifying banking details [**with bank stamp**]
2. **Certified** copy of Identity Document(s) of Shareholders/Directors/Members [where applicable]
3. **Certified** copy of Certificate of Incorporation, CM29 / CM9 [name change]
4. **Certified** copy of Share Certificates [CK1/CK2 if CC]
5. A letter on the entity’s letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate and **certified copy** of VAT Registration Certificate
7. A signed letter from your auditor or accountant confirming most recent annual turnover figures

Note: No contract shall be awarded to any Respondent whose tax matters have not been declared by SARS to be in order.

Vendor Application Form

Entity’s trading name						
Entity’s registered name						
Entity’s Registration Number or ID Number if a Sole Proprietor						
Form of entity [√]	<input type="checkbox"/> CC	<input type="checkbox"/> Trust	<input type="checkbox"/> Pty Ltd	<input type="checkbox"/> Limited	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor
How many years has your entity been in business?						
VAT number [if registered]						
Entity’s telephone number						
Entity’s fax number						
Entity’s email address						
Entity’s website address						
Bank name			Branch & Branch code			
Account holder			Bank account number			
Postal address					Code	
Physical address						

Respondent’s Signature _____

_____ Date & Company Stamp

				Code	
Contact person					
Designation					
Telephone					
Email					
Annual turnover range [last financial year]	< R5 m		R5 - 35 m		> R35 m
Does your entity provide	Products		Services		Both
Area of delivery	National		Provincial		Local
Is your entity a public or private entity	Public			Private	
Does your entity have a Tax Directive or IRP30 Certificate	Yes			No	
Main product or services [e.g. Stationery/Consulting]					

Complete B-BBEE Ownership Details:

% Black ownership		% Black women ownership		% Disabled Black ownership	
Does your entity have a B-BBEE certificate	Yes		No		
What is your B-BBEE status [Level 1 to 9 / Unknown]					
How many personnel does the entity employ	Permanent		Part time		

If you are an existing Vendor with Transnet please complete the following:

Transnet contact person	
Contact number	
Transnet Operating Division	

Duly authorised to sign for and on behalf of Entity / Organisation:

Name		Designation	
Signature		Date	

RFP FOR THE SUPPLY AND DELIVERY OF 3KV DC HIGH SPEED CIRCUIT BREAKERS FOR A PERIOD OF THREE YEARS ON AN AS AND WHEN REQUIRED BASIS

Section 6: SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS

NAME OF ENTITY: _____

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 Proposals and/or Agreements for the supply of Goods.

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY



**RFP FOR THE SUPPLY AND DELIVERY OF 3KV DC HIGH SPEED CIRCUIT BREAKERS
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Section 7: CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS

NAME OF ENTITY:

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 SOC Ltd for the carrying out of the proposed supply/service/works for which I/we submitted my/our response.

I/We furthermore agree that Transnet SOC Ltd 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

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

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**RFP FOR THE SUPPLY AND DELIVERY OF 3KV DC HIGH SPEED CIRCUIT BREAKERS
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Section 8: GENERAL BID CONDITIONS - GOODS

Refer General Bid Conditions attached hereto

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**RFP FOR THE SUPPLY AND DELIVERY OF 3KV DC HIGH SPEED CIRCUIT BREAKERS
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**Section 9: STANDARD TERMS AND CONDITIONS OF CONTRACT
FOR THE SUPPLY OF GOODS TO TRANSNET**

Refer Form ST&C attached hereto.

**Respondents should note the obligations as set out in
clause 25 [Terms and Conditions of Bid]
of the General Bid Conditions [RFP Section 8] which reads as follows:**

"The Supplier shall adhere to the Standard Terms and Conditions of Contract as set out in Form ST&C – Goods, a copy of which is attached hereto. Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer alternatives. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be."

RFP FOR THE SUPPLY AND DELIVERY OF 3KV DC HIGH SPEED CIRCUIT BREAKERS FOR A PERIOD OF THREE YEARS ON AN AS AND WHEN REQUIRED BASIS

Section 10: RFP DECLARATION FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for 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 entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from bidders in responding to this RFP have been conducted in a fair and transparent manner; and
5. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group.

If such a relationship exists, Respondent is to complete the following section:

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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 entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.
7. We accept that any dispute pertaining to this bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. *[Refer "Important Notice to Respondents" overleaf].*
8. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

SIGNED at _____ on this ____ day of _____ 2012

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

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IMPORTANT NOTICE TO RESPONDENTS

- **Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFPs exceeding R5,000,000.00 [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFP process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.**
- **It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.**
- **An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net**
- **For transactions below the R5,000,000.00 [five million S.A. Rand] threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.**
- **All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a bidder on its List of Excluded Bidders.**

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RFP FOR THE SUPPLY AND DELIVERY OF 3KV DC HIGH SPEED CIRCUIT BREAKERS FOR A PERIOD OF THREE YEARS ON AN AS AND WHEN REQUIRED BASIS

Section 11: BREACH OF LAW

NAME OF ENTITY: _____

I/We _____

do hereby certify that *I/we have/have not been* found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 2012

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

**RFP FOR THE SUPPLY AND DELIVERY OF 3KV DC HIGH SPEED CIRCUIT BREAKERS
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Section 12: BID CLARIFICATION REQUEST FORM

RFP No: HOAC-KGG-8702

RFP deadline for questions / bid clarifications: **Before 12:00 on 20 July 2012**

TO: Transnet Frieght Rail
ATTENTION: Barbara Mosumi, Transnet Frieght Rail,
EMAIL: Barbara.mosumi@transnet.net
DATE: _____
FROM: _____

RFP Bid Clarification No *[to be inserted by Transnet]*

REQUEST FOR BID CLARIFICATION

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**RFP FOR THE SUPPLY AND DELIVERY OF 3KV DC HIGH SPEED CIRCUIT BREAKERS
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Section 13: SUPPLIER CODE OF CONDUCT

Transnet aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support. These are:

- The Transnet Procurement Procedures Manual [PPM];
- Section 217 of the Constitution - the five pillars of Public PSCM [Procurement and Supply Chain Management]: fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act [PFMA];
- The Broad Based Black Economic Empowerment Act [B-BBEE]; and
- The Prevention and Combating of Corrupt Activities Act.

This Code of Conduct has been included in this RFP to formally apprise prospective Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

Transnet is in the process of transforming itself into a self-sustaining State Owned Company [SOC], actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

1. *Transnet will not participate in corrupt practices and therefore expects its Suppliers to act in a similar manner.*

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our Suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, to:
 - illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
 - gain an improper advantage.
- There may be times when a Supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts [0800 003 056].

2. *Transnet is firmly committed to the ideas of free and competitive enterprise.*
 - Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
 - Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend [fronting].

3. *Transnet's relationship with Suppliers requires us to clearly define requirements, exchange information and share mutual benefits.*
 - Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our Suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - misrepresentation of their product [e.g. origin of manufacture, specifications, intellectual property rights];
 - collusion;
 - failure to disclose accurate information required during the sourcing activity [e.g. ownership, financial situation, B-BBEE status];
 - corrupt activities listed above; and
 - harassment, intimidation or other aggressive actions towards Transnet employees.
 - Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the Supplier is expected to participate in an honest and straight forward manner.
 - Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

A conflict of interest arises when personal interests or activities influence [or appear to influence] the ability to act in the best interests of Transnet.

- Doing business with family members
- Having a financial interest in another company in our industry

**RFP FOR THE SUPPLY AND DELIVERY OF 3KV DC HIGH SPEED CIRCUIT BREAKERS
FOR A PERIOD OF THREE YEARS ON AN AS AND WHEN REQUIRED BASIS**

Section 14: CERTIFICATE OF ATTENDANCE OF RFP BRIEFING

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*

attended the RFP briefing in respect of the proposed Goods to be supplied in terms of this RFP on **10TH July 2012.**

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

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**RFP FOR THE SUPPLY AND DELIVERY OF 3KV DC HIGH SPEED CIRCUIT BREAKERS
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Section 15: SPECIFICATIONS AND DRAWINGS

- 1. SCOPE OF WORK AND PERTIENT CONDITIONS**
- 2. CEE.0099.ISS_2010 (includes TECHNICAL DATA SHEET)**

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**RFP FOR THE SUPPLY AND DELIVERY OF 3KV DC HIGH SPEED CIRCUIT BREAKERS
FOR A PERIOD OF THREE YEARSON AN AS AND WHEN REQUIRED BASIS**

INFRASTRUCTURE TECHNICAL

SCOPE OF WORK AND PERTINENT CONDITIONS

**SUPPLY AND DELIVERY OF 3KV DC HIGH SPEED
CIRCUIT BREAKERS**

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Transnet and Relevant Third Parties

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1 High Speed Circuit Breaker

- The HSCB shall be of the conventional truck mounted rack out type as commonly used by Transnet Freight Rail in 3kV DC traction substations.
- The 3 kV DC HSCB shall conform to Specification No. CEE.0099.ISS_2010 (attached).

2 Additional Notes for tenderer to adhere to:

- The tenderer shall take special note of clause 4 of specification CEE.0099.ISS_2010.
- The contractor shall take special note of clause 11 of specification CEE.0099.ISS_2010.
- The place of delivery shall be indicated per procurement requirement.
- All deliveries shall take place during normal working hours (weekdays 08h00 – 15h00).
- The tenderer shall make provision in their tender offer for supplying equipment required for the safe loading and offloading of breakers.
- The contractor shall ensure that the equipment is not subjected to mechanical shock or adverse weather conditions whilst in transit and during storage.
- All equipment shall be delivered with all documentation in its original packaging.
- The serial number/s of equipment shall be displayed on the outside of each box.

Inspection

- The equipment shall be jointly inspected by the supervisor and the contractor upon delivery at the warehouse.
- The contractor shall notify the supervisor at least two weeks before the delivery date.
- The contractor shall be responsible for the equipment until it is received and inspected by the supervisor or his designate and found to be in order at the warehouse.

Payment Terms

- Claims will be submitted after delivery and inspection of equipment.
- Payment will be made for equipment received and found to be in good order only.

- Retention amounting to 5% of the claim will be deducted from each claim submitted; this amount will be released after a period of 12 months from the date of delivery and acceptance.
- Tenderers shall provide delivery schedules with their tender offers for consideration.
- At least 65 breakers will have been delivered by the **end of February 2013**.
- Failure to achieve one or all of the milestone/s indicated per order will result in penalties being levied at a rate of R5000, 00 per day until the milestone has been reached.

Guarantees

- All equipment supplied under this contract shall carry a guarantee of 12 months from the date of commissioning.

Other

- The supplier should note that they may be required to provide for some spares at no additional cost, if their product is not in use in the specific region.
- The tenderer shall complete in full the information asked for in Tables M1, M2 and M3, following guidelines given in CEE.0099_Issue2010, clause 7. Any information not included in the tables shall be provided separately.

TABLE M3

RECOMMENDED SPARE PARTS LIST - HSCB

Item No.	Component Description	Supplier's Part Number	Quantity per unit/equipment	Recommended Quantity for 20 units for 5 years	Component Unit Price	Special Tools	Special Tool Unit Price

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**RFP FOR THE SUPPLY AND DELIVERY OF 3KV DC HIGH SPEED CIRCUIT BREAKERS
FOR A PERIOD OF THREE YEARS ON AN AS AND WHEN REQUIRED BASIS**

Section 16: NON-DISCLOSURE AGREEMENT [NDA]

Complete and sign the Non-Disclosure Agreement attached hereto

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Respondent's Signature

Date & Company Stamp

**RFP FOR THE SUPPLY AND DELIVERY OF 3KV DC HIGH SPEED CIRCUIT BREAKERS
FOR A PERIOD OF THREE YEARS ON AN AS AND WHEN REQUIRED BASIS**

Section 17: FURTHER RECOGNITION CRITERIA [FRC]

Transnet encourages its suppliers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in Section 1, paragraph 5.1, in addition to such scoring, a further 35% [thirty five per cent] will be allocated to Respondents score based on the following "Further Recognition Criteria" on an ascending scale. This will be calculated based on the extent to which the Respondent commits to meet, sustain and/or exceed the minimum compliance targets with its proposed target score to be achieved during the contract period.

Respondents are to insert their Further Recognition Criteria current and target compliance scores [i.e. not the % change but the end-state quantum expressed as a percentage] in the table below. This will indicate how you would intend to sustain or improve your FRC compliance rating over the contract period, which will represent a binding commitment to the successful Respondent.

Further Recognition Criteria				
Ownership Indicator	Required Responses	Compliance Target	Current Scores (%)	RFP Target Scores (%)
A Ownership :				
1. The percentage of the business owned by Black ¹ persons.	<i>Provide a commitment based on the extent to which ownership in the hands of Black persons as a percentage of total ownership of the organisation will be sustained or increased over the contract period.</i>	Points will be allocated for any score >50% to 100%, on a sliding scale		
2. The percentage of your business owned by Black women.	<i>Provide a commitment based on the extent to which ownership in the hands of black women as a percentage of total ownership of the organisation will be sustained or increased over the contract period.</i>	Points will be allocated for any score >30% to 100%, on a sliding scale		
Management Control Indicator	Required Responses	Compliance Target	Current Scores (%)	RFP Target Scores (%)
B Board Participation :				
1. The percentage of Black Board members in relation to the total number of Board members.	<i>Provide a commitment based on the extent to which the number of Black Board members, as a percentage of the total Board, will be sustained or increased over the contract period.</i>	Points will be allocated for any score >50% to 100%, on a sliding scale		

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

C Management :				
1. The percentage of Black Senior Top Management involved in day to day management of the organisation, in relation to the total Top Management cadre.	<i>Provide the percentage of Blacks that will be appointed or retained by the Board and will be operationally involved in the day to day Top management of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of overall strategy, over the contract period.</i>	Points will be allocated for any score >40% to 100%, on a sliding scale		
2. The percentage of Black Middle Management involved in day to day management of the organisation, in relation to the total Middle Management cadre.	<i>Provide the percentage of Blacks that will be retained or appointed by the organisation in the middle management cadre and will be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the day to day management of the organisation, over the contract period.</i>	Points will be allocated for any score >63% to 100%, on a sliding scale		
3. The percentage of Black Junior Management involved in day to day management of the organisation, in relation to the total Junior Management cadre.	<i>Provide the percentage of Blacks that will be retained or appointed by the organisation in the junior management cadre and will be operationally involved in the day to day running of the business, with individual responsibility for a particular area within the business and actively involved in a supervisory role with regards to the day to day management of the organisation, over the contract period.</i>	Points will be allocated for any score >68% to 100%, on a sliding scale		
Employment Equity Indicator	Required Responses	Compliance Target	Current Scores (%)	RFP Target Scores (%)
D. Employment Equity :				
1. The percentage of Black disabled employees in relation to the total number of employees in the organisation.	<i>Provide a commitment based on the extent to which the percentage of Black disabled employees, in relation to the total of all employees in the organisation, will be sustained or increased over the contract period.</i>	Points will be allocated for any score >2% to 10%, on a sliding scale		
2. The percentage of Black employees as a percentage of the total workforce i.e. of all employees in the organisation.	<i>Provide a commitment based on the extent to which the number of Black employees will be sustained or increased as a percentage of the organisation's total workforce, over the contract period.</i>	Points will be allocated for any score >65% to 100%, on a sliding scale		
3. The percentage of Black women employees as a percentage of the total workforce.	<i>Provide a commitment based on the increase in the number of Black women employees as a percentage of the organisation's total workforce, or sustained over the contract period.</i>	Points will be allocated for any score >40% to 100%, on a sliding scale		
Enterprise Development Indicator	Required Responses	Compliance Target	Current Scores (%)	RFP Target Scores (%)
E. Enterprise Development :				
1. The organisation's annual spend on Enterprise Development as a percentage of Net Profit after Tax [NPAT]	<i>Provide a commitment based on the retention or increase in your organisation's annual spend on Enterprise Development initiatives as a percentage of its Net Profit after Tax, over the contract period.</i>	Points will be allocated for any score >3% of NPAT, on a sliding scale		

Preferential Procurement Indicator	Required Responses	Compliance Target	Current Scores (%)	RFP Target Scores (%)
F. Preferential Procurement:				
1. B-BBEE procurement spend from all suppliers based on the B-BBEE procurement recognition level as a percentage of total measured procurement spend	<i>Provide a commitment based on the extent to which B-BBEE spend will be sustained or increased over the contract period.</i>	Score will be allocated for any score >50% to 100%, on a sliding scale		

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**RFP FOR THE SUPPLY AND DELIVERY OF 3KV DC HIGH SPEED CIRCUIT BREAKERS
FOR A PERIOD OF THREE YEARS ON AN AS AND WHEN REQUIRED BASIS**

Section 18: SUPPLIER DEVELOPMENT INITIATIVES

1.1 Aim and Objectives

Historically in South Africa there has been a lack of investment in infrastructure, skills and capability development and an inequality in the income distribution and wealth of a significant portion of the population. There have been a number of Government initiatives developed to address these challenges. In particular, the New Growth Path [NGP] developed in 2010 aligns and builds on previous policies to ensure the achievement of Government's development objectives for South Africa. Transnet fully endorses and supports Government's New Growth Path policy.

The key focuses of the NGP include:

- increasing employment intensity of the economy
- addressing competitiveness
- balancing spatial development of rural areas and poorer provinces
- reducing the carbon intensity of the economy
- creating opportunities in improving regional and global cooperation
- enabling transformation that benefits a wider range of social actors in society e.g. workers, rural communities, youth and women

Transnet, as a State Owned Company [SOC], plays an important role to ensure these objectives are achieved. Therefore, the purchasing of goods and services needs to be aligned to Government's objectives for developing and transforming the local supply base. Transnet's mission is to transform its supplier base by engaging in targeted supplier development initiatives to support localisation and industrialisation whilst providing meaningful opportunities for Black² South Africans with a particular emphasis on:

- Youth [16 to 35 year olds]
- Black women
- People with disabilities
- Small businesses
- Rural integration

1.2 Supplier Development [SD]

To facilitate the implementation of Supplier Development initiatives, Transnet has adapted an existing framework from the Department of Public Enterprises [DPE]. This framework allows for a basic set of principles to be applied to appropriately targeted SD initiatives. Supplier development initiatives aim to build local suppliers who are competitive through building capability and capacity. Hence the framework has been termed the Increased Competitiveness, Capability and Capacity Supplier Development Classification Matrix [IC³ Matrix]. Currently there are four quadrants of SD initiatives which Transnet considers according to the IC³ Matrix. This RFP has been

² "Black" means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003

identified as **strategic**, involving high commercial leverage and high value. Transnet’s expectation is that a minimum SD target of 10% [ten per cent] of the Respondent’s tendered value is offered as part of its SD initiatives to be submitted [the SD Bid Document].

Accordingly, Transnet requests all Respondents to submit a **Supplier Development Bid Document** demonstrating their commitment and support for the New Growth Path Policy and how an appointment in terms of this RFP would assist in achieving the NGP objectives.

- b) For a detailed understanding of the IC³ Matrix, the respective SD initiatives and their objectives, please refer to the “Guidelines for the Completion of a Supplier Development Bid Document” appended hereto as Annexure B.
- c) The following Supplier Development [SD] focus areas have been identified and are included in the prescribed evaluation criteria, namely:

Category	Description
New Skills development	Skills transfer & skills education which will occur as a result of the award of contract
Job Creation/Preservation	Number of jobs created or preserved resulting from the award of contract
Small Business Promotion	Encouragement for growth and the expansion of emerging local firms, through procurement and support mechanisms
Rural Integration and Regional Development	Incorporation of the use of rural labour and regional businesses which will contribute to NGP objectives

Green economy / carbon footprint: The potential reduction of the economy’s carbon intensity [i.e. creation of a greener economy] should be regarded as a key priority within all the above SD Categories and for all proposed SD initiatives

- d) The **Supplier Development Bid Document** is to be submitted as a separate document, developed in line with the criteria set out in Annexure C [Supplier Development Value Summary] appended hereto. The Supplier Development Bid Document is a detailed narrative document explaining the Respondent’s Bid value as summarised in Appendix C. There is no prescribed format for this document. This SD Bid Document will represent a binding commitment on the part of the successful Respondent. The SD Bid Document should outline the type of activities you intend to embark upon should you be awarded the contract. This Bid Document should also provide an overview of what you intend to achieve, when, and the mechanisms whereby you will achieve those objectives.

Annexure C must also be completed, indicating by cross-reference the detailed areas which have been addressed in your SD Bid Document for each of the evaluation criteria listed in paragraph 1.2 (c) above, together with the Value Indicators therefor.

Notes for completion of SD Bid Document:

- (i) Respondents are urged to pay careful attention to the compilation of the SD Bid Document [including Annexures B, C and C1] since this will form an essential component of the evaluation of your Proposal.

- (ii) Respondents are required to address each of the aspects under the detailed SD Description as a minimum for submission. This is not an exhaustive list however, and Respondents must not be limited to these choices when compiling each section.
- (iii) Please provide detailed calculations to illustrate how your estimated Rand values provided in Annexures C and C1 have been derived.
- (iv) Respondents are required to provide an electronic copy [CD] of the completed Annexures C and C1 as part of the SD Bid Document submission.

1.3 Additional contractual requirements

Should a contract be awarded through this RFP process, the successful Respondent(s) [hereinafter referred to as **the Supplier**] will be contractually committed, *inter alia*, to the following conditions:

- a) The Supplier will be required to submit a Supplier Development Plan within 45 [forty-five] days from the signature date of a Letter of Intent [LOI]. This SD Plan represents additional detail in relation to the SD Bid Document providing an explicit breakdown of the nature, extent, timelines and monetary value of the SD commitments which the Supplier proposes to undertake and deliver during the term of the contract. Specific milestones, timelines and targets will be recorded to ensure that the SD Plan is in line with Transnet's SD objectives and that implementation thereof is completed within the term of the contract.
- b) The SD Plan may require certain additions or updates to the initial SD Bid Document in order to ensure that Transnet is satisfied that development objectives will be met.
- c) The Supplier will need to ensure that the relevant mechanisms and procedures are in place to allow for access to information to measure and verify the Supplier's compliance with its stated SD commitments.
- d) The Supplier will be required to provide:
 - (i) monthly status updates to Transnet for each SD initiative. [Detailed requirements will be provided by Transnet];
 - (ii) quarterly status reports for Transnet and the DPE. [Detailed reporting requirements will be provided by Transnet]; and
 - (iii) a final Supplier Development report, to be submitted to Transnet prior to the expiry date of the contract, detailing delivery, implementation and completion of all SD components plus auditable confirmation of the Rand value contribution associated with each such SD commitment.
- e) All information provided by the Supplier in order to measure its progress against its stated targets will be auditable.
- f) The Supplier will be required to submit this SD Plan to Transnet in writing, within 45 [forty-five] days after signature of a Letter of Intent [LOI], where after both parties must reach an agreement [signed by both parties] within 20 [twenty] days. Transnet will reserve the right to reduce or increase the number of days in which the Supplier must submit its SD Plan if it is deemed reasonable, based on the degree of complexity of the SD initiative.
- g) The contract will be conditional on agreement being reached by the parties on the SD Plan submitted by the Supplier. Therefore failure to submit or thereafter to agree to the SD Plan within the stipulated timelines will result in the non-award of such a contract or termination thereof.
- h) Failure to adhere to the milestones and targets defined in an SD Plan may result in the invocation of financial penalties, to be determined at Transnet's discretion, which shall equate to the monetary value of any such

SD initiative which the Supplier fails to deliver, as well as providing Transnet cause to terminate the contract in certain cases where material milestones are not being achieved.

1.4 **Supplier Development Documentation**

Your **SD Bid Document** [including Annexures B, C and C1], to be submitted as part of your RFP Proposal, will represent a binding commitment on the part of the successful Respondent.

Attached herewith is the following documentation:

- **SD Guideline Document – Annexure B**

This document must be used as a guideline to complete the SD Bid Document.

- **SD Value Summary – Annexure C**

This template must be completed as part of the bid which will represent a binding financial commitment on the part of the successful Respondent.

- **SD Questionnaire – Annexure C1**

This template must be completed as part of the bid which will represent a binding financial commitment on the part of the successful Respondent.

Failure to submit, or to submit an incomplete Supplier Development Bid Document, which includes all the required Annexures as indicated in this Section, will result in disqualification of your Proposal.