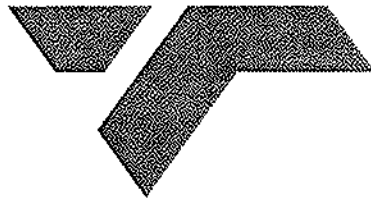


**TRANSNET**



*freight rail*

A Division of Transnet SOC Limited Registration number 1990/00900/30

# REQUEST FOR PROPOSAL

**KBY/10108**

**KBY\_10874**

"PREVIEW COPY ONLY"

Senior Buyer  
Supply Chain Services  
TRANSNET FREIGHT RAIL  
Austen Street  
KIMBERLEY  
8301

**TRANSNET FREIGHT RAIL**

an Operating Division of **TRANSNET SOC LTD**

(Registration No. 1990/000900/30)

**REQUEST FOR PROPOSAL [RFP]**

**FOR THE REFURBISHMENT OF KAREEPUT AND WINDSORTON ROAD TRACTION  
SUBSTATIONS**

**RFP NUMBER** KBY/52250  
**ISSUE DATE:** 18 JUNE 2013  
**CLOSING DATE:** 16 JULY 2013  
**CLOSING TIME:** 10:00  
**BID VALIDITY PERIOD:** 90 days

"PREVIEW COPY ONLY"

## SCHEDULE OF BID DOCUMENTS

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ANNEXURE A – B-BBEE PREFERENCE POINT CLAIMS FORM

**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
TAC	Transnet Acquisition Council
TCO	Total Cost of Ownership
VAT	Value-Added Tax
ZAR	South African Rand

## FOR THE REFURBISHMENT OF KAREEPUT AND WINDSORTON ROAD TRACTION SUBSTATIONS

### Section 1 : NOTICE TO BIDDERS

#### 1 PROPOSAL REQUEST

Responses to this RFP [hereinafter referred to as a **Proposal** or **Proposals**] 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.

Responses to this RFP [hereinafter referred to as a **Proposal** or **Proposals**] 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 18 JUNE 2013, the RFP documents may be inspected at, Room 1, Supply Chain Services, Property Management Building, Austen Street, Beaconsfield, Kimberley, on payment of an amount of R250.00 (inclusive of VAT) per set. Payment is to be made as follows: Transnet Freight Rail, Standard Bank, Account number 203158598, Branch code 004805, reference is the KBY-52250.

#### 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 15:00 on Friday 28 June 2013.

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

#### 2 FORMAL BRIEFING

A compulsory pre-proposal RFP briefing will be conducted at The Property Management Boardroom on the 2 July 2013, at 10:00 for a period of ± 2 hours. [Respondent to provide own transportation and accommodation].

- 2.1 A Certificate of Attendance in the form must be completed and submitted with your Proposal.
- 2.2 Respondents failing to attend the compulsory RFP briefing will be disqualified.
- 2.3 Respondents without a valid RFP document in their possession will not be allowed to attend RFP briefing.
- 2.4 The briefing session will start punctually at 10:00 and information will not be repeated for the benefit of Respondents arriving late.

#### 3 PROPOSAL SUBMISSION

Proposals 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: KBY/10108  
Description: **FOR THE REFURBISHMENT OF  
KAREEPUT AND WINDSORTON ROAD TRACTION  
SUBSTATIONS**

Closing date and time: 16 July 2013 at 10:00  
Closing address: *[Refer options in paragraph 4 below]*

#### 4 DELIVERY INSTRUCTIONS FOR RFP

##### 4.1 Delivery by hand

If delivered by hand, the envelope is to be deposited in the Transnet tender box which is located at the address below, and should be addressed as follows:

THE CHAIRPERSON  
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL  
INYANDA HOUSE 1  
TENDER BOX  
21 WELLINGTON ROAD  
PARKTOWN  
JOHANNESBURG  
2001

- a) 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.

#### 4.2 Despatch by courier

If despatched 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**

**INYANDA HOUSE 1**

**TENDER BOX**

**21 WELLINGTON ROAD**

**PARKTOWN**

**JOHANNESBURG**

**2001**

- 4.3 Please note that this RFP closes punctually at 10:00 on Tuesday 16 July 2013.
- 4.4 If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."
- 4.5 No email or facsimile responses will be considered, unless otherwise stated herein.
- 4.6 The responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.
- 4.7 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.
- 4.8 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.
- 4.9 No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 18 [*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 & 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 Service Providers 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.

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>*

## 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 10:00 on 2 July 2013, substantially in the form set out in Section 12 hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFP documents. For this purpose all Respondents need to indicate by email their intention to respond to this RFP by informing Transnet of their contact details as soon as possible but before **15:00 on Friday 28 June 2013** to [Leonie.visagie@transnet.net](mailto:Leonie.visagie@transnet.net).

6.2 After the closing date of the RFP, a Respondent may communicate with the Secretary of the Transnet Acquisition Council, at telephone number 011 308 3528/3522, email [TAC.SECRETARIAT@transnet.net](mailto:TAC.SECRETARIAT@transnet.net) or facsimile number 011 308 2637 on any matter relating to its RFP Proposal.

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 Service Provider] 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 may wish to visit the Respondent's place of business during this RFP process.
- 9.5 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.
- 9.6 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 Services 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 Services which are reflected in the scope of this RFP;

10.9 split the award of the contract between more than one Service Provider; 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**

## FOR THE REFURBISHMENT OF KAREEPUT AND WINDSORTON ROAD TRACTION SUBSTATIONS

### Section 2 : BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

#### 1 BACKGROUND

#### 2 EXECUTIVE OVERVIEW

The selected Service Provider(s) will share in the mission and business objectives of Transnet. These mutual goals will be met by meeting 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 Service Provider(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 Service Provider'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 Service Provider(s).
- 2.3 Transnet must receive proactive improvements from the Service Provider with respect to supply of Services and related processes.
- 2.4 Transnet's overall competitive advantage must be strengthened by the chosen Service Provider's leading edge technology and service delivery systems.
- 2.5 Transnet end users must be able to rely on the chosen Service Provider's personnel for service enquiries, recommendations and substitutions.
- 2.6 Transnet must reduce costs by streamlining its acquisition of Services, including managed service processes on a Group basis.

#### 3 SCOPE OF REQUIREMENTS

#### 4 GENERAL INFORMATION

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

**5 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 Service Provider, which is not a registered South African Company.*

5.1 ZAR 1.00 [South African currency] being equal to \_\_\_\_\_ [foreign currency]

5.2 \_\_\_\_\_ % in relation to tendered price(s) to be remitted overseas by Transnet

5.3 \_\_\_\_\_ [Name of country to which payment is to be made]

5.4 Beneficiary details:

Name [Account holder] \_\_\_\_\_

Bank [Name and branch code] \_\_\_\_\_

Swift code \_\_\_\_\_

Country \_\_\_\_\_

5.5 \_\_\_\_\_ [Applicable base date of Exchange Rate used]

**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 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 Service Provider of the relevant eligible 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 costs, 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.

**6 SERVICE LEVELS**

6.1 An experienced account representative(s) is required 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.

6.2 Transnet will have regular reviews with the Service Provider's account representative on an on-going basis.

6.3 Transnet reserves the right to request that any member of the Service Provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.

6.4 The Service Provider must provide a telephone number for customer service calls.

6.5 Failure of the Service Provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] days' notice to the Service Provider.

**Acceptance of Service Levels:**

YES	
-----	--

NO	
----	--

**7 RISK**

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by a Service Provider, in relation to:

**7.1 Quality of Services provided:**

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**7.2 Continuity of Services [refer clause 6.9 of Form ST&C]:**

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**7.3 Compliance with the Occupational Health and Safety Act, 85 of 1993 [refer clause 8.1(f) of Form ST&C]:**

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**8 REFERENCES**

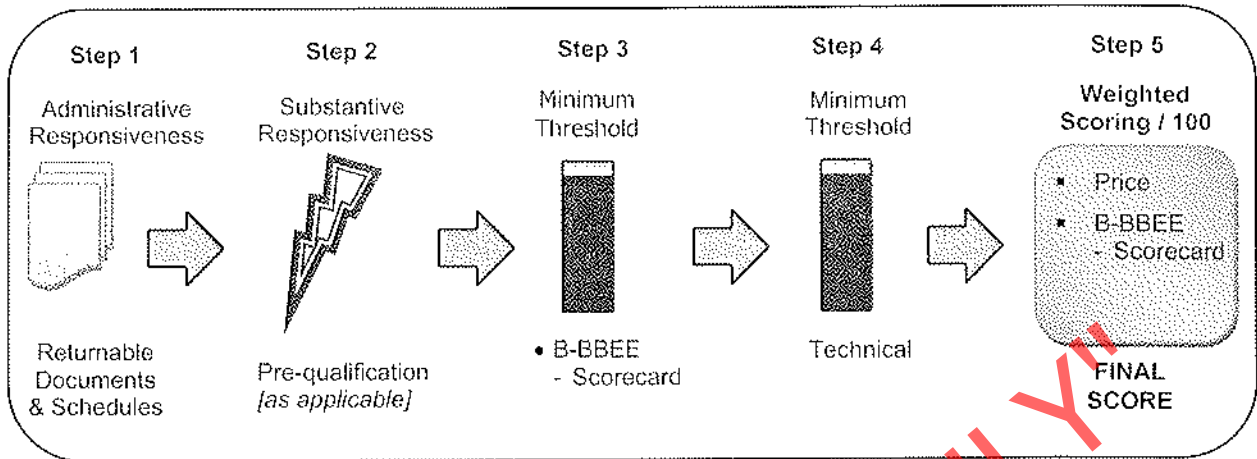
Please indicate below the company names and contact details of existing customers whom Transnet may contact to seek third party evaluations of your current service levels:

NAME OF COMPANY	CONTACT PERSON	TELEPHONE



**9 EVALUATION METHODOLOGY AND CRITERIA**

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



**9.1 STEP ONE – TEST FOR ADMINISTRATIVE RESPONSIVENESS**

The test for administrative responsiveness will include the following:

EVALUATION CRITERIA	RFP REFERENCE
• whether the bid has been lodged on time	<i>Section 1 paragraph 3</i>
• whether all returnable documents and/or schedules [where applicable] were completed and returned by the closing date and time	<i>Section 4</i>
• 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.***

**9.2 STEP TWO – TEST FOR SUBSTANTIVE RESPONSIVENESS TO RFP**

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

EVALUATION CRITERIA	RFP REFERENCE
• 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 20</i> <i>Section 10</i>
• whether the bid contains a priced offer	<i>Section 3</i>
• whether the bid materially complies with the scope and/or specification given	<i>Section 2</i>

<ul style="list-style-type: none"> <li>whether all material terms and conditions stated in the bid document have been met</li> </ul>	<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.*

**9.3 STEP THREE – TEST MINIMUM THRESHOLD FOR B-BBEE SCORECARD,**

a) **B-BBEE Rating**

(i) **B-BBEE Scorecard:**

EVALUATION CRITERION	RFP REFERENCE
<ul style="list-style-type: none"> <li>Current status evaluated according the B-BBEE Accreditation scorecard</li> </ul>	<i>Section 1, paragraph 5 &amp; Preferential Points Claim Form</i>

(ii) **Further Recognition Criteria – compliance targets:**

EVALUATION CRITERIA	RFP REFERENCE
<ul style="list-style-type: none"> <li>Ownership</li> </ul>	<i>Section .....</i>
<ul style="list-style-type: none"> <li>Management control</li> </ul>	<i>Section .....</i>
<ul style="list-style-type: none"> <li>Employment equity</li> </ul>	<i>Section .....</i>
<ul style="list-style-type: none"> <li>Enterprise Development</li> </ul>	<i>Section .....</i>
<ul style="list-style-type: none"> <li>Preferential Procurement</li> </ul>	<i>Section .....</i>

*The test for meeting the B-BBEE threshold [Step Three] must be passed for a Respondent's proposal to progress to Step Four for further evaluation.*

**9.4 STEP FOUR – TEST MINIMUM THRESHOLD FOR TECHNICAL CRITERIA**

**Technical Criteria:**

EVALUATION CRITERIA	RFP REFERENCE
<ul style="list-style-type: none"> <li>Acceptance of service levels</li> </ul>	<i>Section 2, paragraph 13</i>
<ul style="list-style-type: none"> <li>Regional representation</li> </ul>	<i>.....</i>
<ul style="list-style-type: none"> <li>Control measures to mitigate Transnet's risk exposure</li> </ul>	<i>Section 2, paragraph 15</i>
<ul style="list-style-type: none"> <li>Green economy / carbon footprint: environmental characteristics including, energy conservation and climate control</li> </ul>	<i>.....</i>
<ul style="list-style-type: none"> <li>technical merit</li> <li>aesthetic and functional characteristics</li> <li>safety characteristics</li> <li>quality control practices</li> <li>reliability</li> <li>technical assistance</li> <li>timing for completion of deliverables</li> <li>testing requirements</li> <li>integration with other Services</li> <li>Project plan and timelines</li> </ul>	




*The minimum threshold for Step Four evaluation criteria must be met or exceeded for a Respondent's proposal to progress to Step Five for final evaluation.*

**9.5 STEP FIVE – FINAL WEIGHTED SCORING**

a) **Price Criteria:**

EVALUATION CRITERIA	RFP REFERENCE
<ul style="list-style-type: none"> <li>Commercial offer</li> </ul>	<i>Section 3</i>
<ul style="list-style-type: none"> <li>Project lead times for completion of Deliverables</li> </ul>	<i>Section 2 paragraph 5.3 &amp; Section 3</i>
<ul style="list-style-type: none"> <li>Service and maintenance costs</li> <li>Commercial discounts</li> <li>Price adjustment conditions</li> </ul>	<i>Section 3</i>
<ul style="list-style-type: none"> <li>Entity's financial stability</li> </ul>	<i>Financial Statements – returnable document</i>
.....	.....
.....	.....

b) **Broad-Based Black Economic Empowerment criteria**

- **B-BBEE - current scorecard** [Refer paragraph 17.4(a)(i) above]
- **Further Recognition Criteria – future targets** [Refer paragraph 17.4(a)(ii) above]

c) **Supplier Development Bid Document** [Refer paragraph 17.4(b) above]

**9.6 SUMMARY OF EVALUATION THRESHOLD AND WEIGHTINGS**

EVALUATION CRITERIA	MINIMUM THRESHOLD [%]
<b>B-BBEE</b>	<b>10</b>
<b>Technical / functionality</b>	<b>90</b>

EVALUATION CRITERIA	FINAL WEIGHTED SCORES
Price	90
<b>B-BBEE - Scorecard</b>	10
<b>TOTAL SCORE:</b>	<b>100</b>

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

FOR THE REFURBISHMENT OF KAREPUT AND WINDSORTON ROAD TRACTION  
SUBSTATIONS

**Section 3 : PRICING AND DELIVERY SCHEDULE**

**Notes to Pricing:**

- c) Prices quoted must be held valid for a period of 90 [ninety] days
- d) Currency rate of exchange utilised : \_\_\_\_\_
- e) 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
- e)f) Respondents must submit their 3-year audited financial statements with their Proposal

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**FOR THE REFURBISHMENT OF KAREEPUT AND WINDSORTON ROAD TRACTION  
SUBSTATIONS**

**Section 4 : PROPOSAL FORM**

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

*[name of entity, 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 prices in accordance with the terms set forth in the accompanying letter(s) reference \_\_\_\_\_ and dated \_\_\_\_\_ *[if any]* and the documents listed in the accompanying schedule of RFP documents.

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

- (i) Standard Terms and Conditions of Contract [Form ST&C – Services];
- (ii) General Bid Conditions – Services; and
- (iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

I/We accept that unless Transnet should otherwise decide and so inform me/us in the letter of award, 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 a letter of intent [the **Letter of Intent**], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Services within 4 [four] weeks thereafter, 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 ..... 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 ourselves.

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

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

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 Service Provider) will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of the name of the successful Service Provider 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 closing date] 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 Services, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

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

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

**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	√
- ANNEXURE A : B-BBEE Preference Points Claim Form	√
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 -- <u>Services</u>	√
SECTION 9 : Standard Terms and Conditions of Contract	√

Respondent's Signature

Date & Company Stamp

SECTION 10 : RFP Declaration Form	✓
SECTION 11 : Breach of Law	✓
SECTION 12 : Bid Clarification Request Form	✓
SECTION 13 : Supplier Code of Conduct	✓
SECTION [REDACTED] : Certificate of attendance of RFP Briefing	✓
SECTION [REDACTED] : Specifications	✓
SECTION [REDACTED] : Non-Disclosure Agreement	✓

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.

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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:

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

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



## Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

Transnet Vendor Management has received a request to load your company on to the Transnet vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (SDF) on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original or certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS member).

**NB:**

- **Failure to submit the above documentation will delay the vendor creation process.**
- *Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.*

### IMPORTANT NOTES:

- a) If your annual turnover is less than R5 million, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- b) If your annual turnover is between R5 million and R35million, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.  
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).
- c) If your annual turnover is in excess of R35million, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.  
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- d) To avoid PAYE tax being automatically deducted from any invoices received from you, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, No payments can be made to a vendor until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure



your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.

Regards,

## Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name		Bank Account Number					
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)		< R5 Million	R5-35 million	> R35 million			
Does Your Company Provide		Products	Services	Both			
Area Of Delivery		National	Provincial	Local			
Is Your Company A Public Or Private Entity		Public		Private			
Does Your Company Have A Tax Directive Or IRP30 Certificate		Yes		No			
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							
<b>BEE Ownership Details</b>							
% Black Ownership		% Black women ownership		% Disabled person/s ownership			
Does your company have a BEE certificate		Yes		No			
What is your broad based BEE status (Level 1 to 9 / Unknown)							
How many personnel does the firm employ		Permanent		Part time			
Transnet Contact Person							
Contact number							
Transnet operating division							
<b>Duly Authorised To Sign For And On Behalf Of Firm / Organisation</b>							
Name		Designation					
Signature		Date					
<b>Stamp And Signature Of Commissioner Of Oath</b>							
Name		Date					
Signature		Telephone No.					

Respondent's Signature

Date & Company Stamp

**FOR THE REFURBISHMENT OF KAREEPUT AND WINDSORTON ROAD TRACTION SUBSTATIONS**

**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 Services.

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

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

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

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

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**FOR THE REFURBISHMENT OF KAREEPUT AND WINDSORTON ROAD TRACTION SUBSTATIONS**

**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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FOR THE REFURBISHMENT OF KAREEPUT AND WINDSORTON ROAD TRACTION  
SUBSTATIONS

Section 8 : GENERAL BID CONDITIONS - SERVICES

Refer General Bid Conditions appended hereto

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FOR THE REFURBISHMENT OF KAREEPUT AND WINDSORTON ROAD TRACTION  
SUBSTATIONS

Section ..... : SPECIFICATIONS

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Transnet Freight Rail

INFRASTRUCTURE MAINTENANCE  
SPECIFICATION

---

DESIGN, SUPPLY, INSTALLATION, AND COMMISSIONING OF SPECIFIED  
EQUIPMENT FOR REFURBISHMENT OF KAREEPUT AND WINDSORTON  
ROAD 3KV DC TRACTION SUBSTATION UNDER THE CONTROL OF THE  
DEPOT ENGINEER, KIMBERLEY NORTH.

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## PROJECT SPECIFICATION

### 1 TENDERING PROCEDURE

1. The Contractor shall not make use of any Sub-Contractor to perform the works or parts thereof without prior permission from the Project Manager.
2. The Contractor shall ensure that a safety representative is at site at all times.
3. The Contractor shall comply with all applicable legislation and Transnet safety requirements adopted from time to time and instructed by the Project Manager / Supervisor. Such compliance shall be entirely at his own cost, and shall be deemed to have been allowed for in the rates and prices in the contract.
4. The Contractor shall, in particular, comply with the following Acts and Transnet Specifications:-
  - 4.1 The Compensation for Occupational Injuries and Diseases Act, no. 130 of 1993. The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
  - 4.2 The Occupational Health and Safety Act (Act 85 of 1993).
  - 4.3 The explosive Act No. 26 of 1956 (as amended). The Contractor shall, when applicable, furnish the Project Manager / Supervisor with copies of the permits authorizing him or his employees, to establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act.
  - 4.4 The Contractor shall comply with the current Transnet Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations and shall before commencement with the execution of the contract, which shall include site establishment and delivery of plant, equipment or materials, submit to the Project Manager / Supervisor.
  - 4.5 The Contractor shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment = E771, if applicable, and shall take particular care of the safety of his employees on or in close proximity to a railway line during track occupations as well as under normal operational conditions.
5. The Contractor's Health and Safety programme shall be subject to agreement by the Project Manager / Supervisor, who may, in consultation with the Contractor, order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act.
6. In addition to compliance with clause 1.4 hereof, the Contractor shall report all incidents in writing to the Project Manager / Supervisor. Any incident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.
7. The Contractor shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipment.
8. A penalty charge of R1,500.00 per day will be levied for late completion.
9. 10 % Retention money will be retained and will be released 12 months after the completion date of the contract.
10. The Contractor shall supply a site diary (with triplicate pages). This book shall be used to record any unusual events during the period of 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 Supervisor must countersign such delays. Other delays such as non-availability of equipment from 3<sup>rd</sup> party suppliers must be communicated to the Project Manager or Supervisor in writing.

11. 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 Supervisor and must be countersigned by the Contractor.
12. Both books mentioned in 1.10 and 1.11 shall be the property of Transnet Freight Rail and shall be handed over to the Project Manager or Supervisor on the day of energizing or handing over.
13. Both mentioned books must constantly presents during construction on the site.
14. All processes or the manufacture and assembly of the product components must be subjected to a quality assurance system.
15. 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 3<sup>rd</sup> part suppliers / Manufacturers.
16. The Contractor shall prove to Transnet Freight Rail that his equipment or those supplied from 3<sup>rd</sup> party suppliers/manufacturers confirms to Transnet Freight Rail specifications.
17. The Contractor will remain liable for contractual delivery dates irrespective of deficiencies discovered during workshop inspections.
18. The Contractor shall ensure that equipment to be supplied is suitable installation for coastal and inland areas.
19. Transnet Freight Rail reserves the right to award the contract based on delivery period due to the urgency of this substations.
20. Contractor shall arrange 24 hour, well and trained security guards for the area during work execution.
21. Contractor shall attend following course Transnet Safety Awareness course as part of a Tender requirements Note no site access will be issued before the training certificates are on the safety file
22. Safety or copy shall file shall be available on site at all times.
23. The contractor shall submit all equipment's spares as a part of tender requirements.
24. The contractor shall submit all wiring diagrams for all installed equipment's.
25. The contractor shall make arrangements to transport all scrap material to Bloemfontein.



## DESCRIPTION OF WORK

The following to be read and applied in conjunction with specification BBB452 Version 6:

### SURGE ARRESTERS:

#### AT KAREEPUT AND WINSERTON SUBSTATIONS:

Reinstall existing primary surge arrester in accordance with spec BBB 0846 Version 4

Supply and install secondary surge arrester (132 Kv) in accordance with drawing BBB 0938 Version 9 (existing surge at Kareeput could be utilized).

### MAIN AND STEP UP TRANSFORMERS:

#### AT KAREEPUT AND WINSERTON SUBSTATIONS:

Supply and install GOB type HV bushings (Same current and Voltage rating as existing) on main transformers complete with new HV clamps and conductors.

Replace all gaskets and seals on both main transformers and step up transformers.  
Refurbish all associated equipment.

Complete transformers to be painted on completion.

Oil quality to conform to Engineering Instruction GI 012 throughout process and confirmed by sample analysis seven days after completion of work.

### RECTIFIERS:

#### AT KAREEPUT AND WINSERTON SUBSTATIONS:

Supply and install 6MW rectifiers in accordance with spec BBB 0496.

Supply and install 3 kV Positive isolators in accordance with spec BBB 4724.

Supply and install Control Panels in accordance with spec BBB 2721.

Supply and install MCB 10 as per client's instructions.

Supply and install Battery Chargers in accordance with spec BBB 2602.

Supply and install 3 kV DC Under Voltage Relay in accordance with spec BBB 3005.

Move 3 kV DC reactor to rectifier bay.

Remove unit breakers and seal off breaker cells.

SERVICE AND COSTS

SCHEDULE OF WORK AND PRICES								
Project Specification for the Refurbishment of Windsorton 3 Kv DC Substation								
ITEM	DESCRIPTION	QUALITY	UNIT	MAT.EQUIP UNIT RATE	LABOUR UNIT RATES	MAT./EQUIP PRICE/TOTAL	LABOUR PRICE (TOTAL)	TOTAL (LABOUR + EQUIPMENT)
<b>A</b>	<b>General</b>							
1.0	P&G's/ Site establishment	Site	1					
2.0	Dismantle/Remove old material	Site	1					
3.0	Drawings and Manuals as per Specification	Complete	1					
4.0	Transport old equipment to Depot	Complete	1					
<b>B</b>	<b>Outdoor Equipment</b>							
1.0	Supply and install new Earth mat incl. Commissioning Test	Complete	1					
2.0	Excavate and cast new foundations and for secondary free standing surge arresters	each	2					
3.0	Supply and install new support steework for free standing surge arresters	Complete	1					
4.0	Supply and install 132 kv new secondary surge arresters on free standing support structures.	each	3					
5.0	Supply and install new 132 KV primary Surge Arresters on an existing structure	each	3					
6.0	All structural changes, make good and finish thereof	Complete	1					
7.0	Supply and install GOB type HV Bushings on the Main transformer with complete clamps and conductors.	each	3					
8.0	Replace all Gaskets and Seals for main transformer and stepdown transformer.	Complete	1					
9.0	Transformer oil sample analysis	each	1					
10.0	+	Complete	1					
11.0	Supply Crusher stone and weed killer	Complete	1					
12.0	Supply and install interlocking	Complete	1					
13.0	Supply and install outdoor Earthing cables,bursbar and connections	Complete	1					
15.0	Demolishing of old breaker foundation	each	1					
16.0	P&G'S	each						
<b>C</b>	<b>Indoor Equipment</b>							
1.0	Supply and install 5MVA Rectifiers,Inc protection and related equipment	Complete	1					

2.0	Supply and install AC/DC Distribution Panels with complete with all equipment.	each	1				
3.0	Supply and install 3kv DC Positive Isolator.	Complete	1				
4.0	Supply and install AC primary circuit breaker Control Panels complete with all equipments	each	1				
5.0	Supply and install 3kv DC Earth Leakage protection system	Complete	1				
6.0	Supply and install MCB 10	each	1				
7.0	Supply and install Battery Charger	each	1				
8.0	Supply and install 3 kv DC Undervoltage Relay	each	1				
9.0	3kv DC reactor coil to rectifier bay	each	1				
10.0	Remove unit breaker and seal off breakers cells.	each	1				
11.0	Supply and install extraction fan on a battery room	each	1				
12.0	Supply and install emergency lighting	each	1				
13.0	Supply and install indoor Earthing	Complete	1				
14.0	Supply and install indoor cabling, bursbar and associated equipment	Complete	1				
15.0	Supply and install security lights	Complete	1				
16.0	Supply and install new lighting and Distribution	Complete	1				
17.0	Supply and install Label and termination	Complete	1				
18.0	Supply and install all block joints	Complete	1				
19.0	Supply and chequer plates	Complete	1				
20.0	Indoor and outdoor painting	Complete	1				
21.0	Supply and install new cabling, wiring and interconnection	Complete	1				
22.0	P&GS	each	1				
D	COMMISSIONING						
17.0	Testing and commissioning of equipment	Complete	1				
							WINDSORTON SUB TOTAL
							VAT
							Total Windsorton

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SERVICE AND COSTS

**SCHEDULE OF WORK AND PRICES**

**Project Specification for the Refurbishment of Kareeput 3 Kv DC Substation**

ITEM	DESCRIPTION	QUALITY	UNIT	MAT.EQUIP UNIT RATE	LABOUR UNIT RATES	MAT./EQUIP PRICE(TOTAL)	LABOUR PRICE (TOTAL)	TOTAL (LABOUR + EQUIPMENT)
A	<b>General</b>							
1.0	<b>P&amp;G's/ Site establishment</b>	Site	1					
2.0	Dismatle/Remove old material	Site	1					
3.0	Drawings and Manuals as per Specification	Complete	1					
4.0	Transport old equipment to Depot	Complete	1					
B	<b>Outdoor Equipment</b>							
1.0	Supply and install new Earth mat incl. Commissioning Test	Complete	1					
2.0	Excavate and cast new foundations and for secondary free standing surge arresters	each	2					
3.0	Supply and install new support steelwork for free standing surge arresters	Complete	1					
4.0	Supply and install 132 kv new/ utilise existing secondary surge arresters on free standing support structures.	each	3					
5.0	Supply and install new 132 KV primary Surge Arresters on an existing structure	Complete	3					
6.0	All structurari changes, make good and finish thereof	Complete	1					
7.0	Supply and Install GOB type HV Bushings on the Main transformer with complete clamps and conductors .	Complete	3					
8.0	Replace all Gaskets and Seals for main transformer and stepdown transformer .	Complete	1					
9.0	Transformer oil sample analysis	each						
10.0	Complete painting of a transformer	Complete	1					
11.0	Supply Crusher stone and weed killer	Complete	1					
12.0	Supply and install interlocking	Complete	1					
13.0	Supply and install outdoor Earthing cables,bursbar and connections	Complete	1					
15.0	Demolishing of old breaker foundation	each	1					
16.0	<b>P&amp;G'S</b>	each						



FOR THE REFURBISHMENT OF KAREPUT AND WINDSORTON ROAD TRACTION  
SUBSTATIONS

Section ..... : NON-DISCLOSURE AGREEMENT [NDA]

Complete and sign the Non-Disclosure Agreement appended hereto

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FOR THE REFURBISHMENT OF KAREEPUT AND WINDSORTON ROAD TRACTION  
SUBSTATIONS

Section 9 : STANDARD TERMS AND CONDITIONS OF CONTRACT  
FOR THE PROVISION OF SERVICES TO TRANSNET

Refer Form ST&C appended hereto.

Respondents should note the obligations as set out in  
clause 20 [Terms and Conditions of Bid]  
of the General Bid Conditions [RFP Section 8] which reads as follows:

*"The Service Provider shall adhere to the Standard Terms and Conditions of Contract as set out in Form ST&C – Services, 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."*



**FOR THE REFURBISHMENT OF KAREEPUT AND WINDSORTON ROAD TRACTION SUBSTATIONS**

**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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.....  
Respondent's Signature

.....  
Date & Company Stamp

**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](http://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](mailto: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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**FOR THE REFURBISHMENT OF KAREEPUT AND WINDSORTON ROAD TRACTION SUBSTATIONS**

**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 ..... 20.....

.....  
SIGNATURE OF WITNESS

.....  
SIGNATURE OF RESPONDENT

**FOR THE REFURBISHMENT OF KAREEPUT AND WINDSORTON ROAD TRACTION SUBSTATIONS**

**Section 12 : BID CLARIFICATION REQUEST FORM**

RFP No: KBY/52250

RFP deadline for questions / bid clarifications: **Before 10:00 on 2 JULY 2013**

TO: Transnet SOC Ltd  
 ATTENTION: The Secretary, Transnet Acquisition Council [TAC]  
 EMAIL: TAC.SECRETARIAT@transnet.net  
 DATE: \_\_\_\_\_  
 FROM: \_\_\_\_\_

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

**REQUEST FOR BID CLARIFICATION**

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

Date & Company Stamp

## FOR THE REFURBISHMENT OF KAREEPUT AND WINDSORTON ROAD TRACTION SUBSTATIONS

### Section 13 : SUPPLIER CODE OF CONDUCT

Transnet aims to achieve the best value for money when buying or selling goods and/or 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

FOR THE REFURBISHMENT OF KAREEPUT AND WINDSORTON ROAD TRACTION SUBSTATIONS

Section ..... : CERTIFICATE OF ATTENDANCE AT THE RFP BRIEFING

It is hereby certified that –

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

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

Representative(s) of \_\_\_\_\_ [name of entity]

attended the site meeting / RFP briefing in respect of the proposed Services to be supplied in terms of this RFP on \_\_\_\_\_ 2012

\_\_\_\_\_  
TRANSNET'S REPRESENTATIVE

\_\_\_\_\_  
RESPONDENT'S REPRESENTATIVE

DATE \_\_\_\_\_

DATE \_\_\_\_\_

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**NON-DISCLOSURE AGREEMENT**

entered into by and between

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

and

\_\_\_\_\_  
Registration Number \_\_\_\_\_

**RFP Number KBY/10108**

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**THIS AGREEMENT is made between**

**Transnet SOC Ltd [Transnet]** [Registration No. 1990/000900/30]

whose registered office is at 49<sup>th</sup> Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

**and**

\_\_\_\_\_ **[the Company]** [Registration No \_\_\_\_\_]

whose registered office is at \_\_\_\_\_

**WHEREAS**

Transnet and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Bid Document.

**IT IS HEREBY AGREED**

**1 INTERPRETATION**

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid** or **Bid Document** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party (the **Disclosing Party**) and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party (the **Receiving Party**) or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
  - a) is publicly available at the time of its disclosure or becomes publicly available (other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement); or

- b) was lawfully in the possession of the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to its being so disclosed; or
  - c) following such disclosure, becomes available to the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

## 2 CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement (the **Disclosing Party**) to the other party (the **Receiving Party**) will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- a) to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
  - b) to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3b) above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to

any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.

- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

### **3 RECORDS AND RETURN OF INFORMATION**

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 (seven) days of receipt of a written demand from Transnet:
- a) return all written Confidential Information (including all copies); and
  - b) expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3b) above.

### **4 ANNOUNCEMENTS**

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

### **5 DURATION**

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Bid and continue thereafter for a period of 5 (five) years.

### **6 PRINCIPAL**

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Bid and in complying with the terms of this Agreement.

## **7 ADEQUACY OF DAMAGES**

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

## **8 PRIVACY AND DATA PROTECTION**

8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms of the Bill of Rights (Section 14) in connection with this Bid and shall procure that its personnel shall observe the provisions of such Act (as applicable) or any amendments and re-enactments thereof and any regulations made pursuant thereto.

8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

## **9 GENERAL**

9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

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