

#### TRANSNET FREIGHT RAIL

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

## **REQUEST FOR QUOTATION ("RFQ")**

**RFQ NUMBER BLE/51898** 

# REPAIR OF A 3MVA 132KV/11KV DISTRIBUTION TRANSFORMER AT WHITEHILL TRACTION SUBSTATION

FOR A PERIOD OF 4 WEEKS

ISSUE DATE

16 August 2012

CLOSING DATE

28 August 2012

CLOSING TIME

10h00

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



#### **RFQ NUMBER BLE/51898**

## REPAIR OF A 3MVA 132KV/11KV DISTRIBUTION TRANSFORMER AT WHITEHILL TRACTION SUBSTATION

### FOR A PERIOD OF 14 WEEKS

## SCHEDULE OF DOCUMENTS

#### Section

- 1. Notice to Bidders
- 2. a) Background, Overview and Scope of Requirements
  - b) Project Specifications & Special Conditions
- 3. Quotation Form
- 4. Resolution of Board of Directors (Respondent's Representative)
- 5. Certificate of Acquaintance with RFQ Documents
- 6. Service Fees and Costs
- 7. General Tender Conditions (CSS5 Services)
- 8. Standard Terms and Conditions of Contract (US7 Services)
- 9. Certificate of Attendance of RFQ Briefing

#### Annexure:

- ♦ E7/1 Specification
- **♦ E4E Safety Document**
- SDF Document



#### **RFQ NUMBER BLE/51898**

## REPAIR OF A 3MVA 132KV/11KV DISTRIBUTION TRANSFORMER AT WHITEHILL TRACTION SUBSTATION

#### FOR A PERIOD OF 14 WEEKS

#### NOTICE TO BIDDERS

1. Quotations are requested from interested persons, companies, close corporations or enterprises (hereinafter referred to as the "Respondent(s)") to supply the above-mentioned requirement(s) to Transnet.

On or after 16 August 2012 the RFQ documents are obtainable from the office of Transnet Freight Rail, Supply Chain Services, Tender Admin Support Office, 6<sup>th</sup> Floor, Transnet Park Building, Modderdam Road, Bellville, on payment of an amount of R 100.00 (vat inclusive) per set. (Payment is to be made to Transnet Freight Rail, Standard Bank Account Number 203158598 and Branch Code 004805). The deposit slip must reflect as reference: RFQ BLE/51898 and your Company name. Receipt/proof of payment to be presented prior to collection of tender/s. (No proof of payment no tender)

NOTE: This amount is not refundable. RFQ documents will only be available until **15:00** on **22 August 2012.** 

2. A compulsory briefing session will be conducted in the **Traction Substation at Whitehill on 23 August 2012 at 11:30** for a period of ± one hour (**Respondent to provide own transportation and accommodation**).

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

Respondents without a valid RFQ document in their possession will not be allowed to attend the briefing session.

The briefing session will start punctually at 11:30.

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

Safety on Site: Reflective Jackets and Safety Shoes to be worn when visiting the site. Without the safety clothing and depending on the environment you will be entering, respondent(s) won't be allowed at the various sites if safety apparel is required.

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

Name : G. Barnard Tel: (021) 940-3479 Angelina Africa Tel: (021) 940-2705 /

Cell: 083 817 7350

Division : Supply Chain Services Infrastructure

Email : gaylene.barnard@transnet.net angelina.africa@transnet.net

Respondent's Signature	3	Date and Company Stamp



3. Quotations must reach the Chairperson, 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:

RFQ No : BLE/51898

Description : REPAIR OF A 3MVA 132KV/11KV DISTRIBUTION TRANSFORMER AT

WHITEHILL TRACTION SUBSTATION

Closing date and time : 28 August 2012 at 10h00

Closing address (refer options paragraph 4 below)

#### 4. DELIVERY INSTRUCTIONS FOR THIS RFQ

- 4.1 <u>If posted</u>, the envelope must be addressed to the Secretary, Acquisition Council, P.O. Box 2986, Bellville, 7535, and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the RFQ. In the event of the late receipt of a Quotation, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 4.2 <u>If delivered by hand</u>, the envelope is to be deposited in the TRANSNET tender box which is located at the Main entrance, Transnet Park Building, Modderdam Road, Bellville, and should be addressed as follows:

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

The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are not larger than the above dimensions. Responses which are too bulky (i.e. more than 100mm thick) must be split into two or more files, and placed in separate envelopes.

It should also be noted that the above tender box is located at the main entrance and is accessible to the public 24 hours per day, 7 days a week.

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

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

Respondent's Signature	4	Date and Company Stamp

#### TRANSNER



- 5. Please note that this RFQ closes punctually at 10:00 on Tuesday 28 August 2012.
- 6. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."
- 7. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
- 8. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
- 9. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. service fees, deliverables, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
- 10. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope. All envelopes must reflect the return address of the Respondent on the reverse side.
- 11. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 22 (*Alterations made by the Respondent to Tendered Prices*) of the General Tender Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

## 12. BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")

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

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

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

In terms of Government Gazette No. 32094, Notice No. 354 dated 23 March 2009, as from 1 August 2009, only BBBEE accreditation Certificates issued by SANAS approved verification agencies will be valid.

However accreditation certificates issued before 23 March 2009 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance with the latest codes (i.e. those promulgated on 9 February 2007).

Respondent's Signature	5	Date and Company Stamp



BBBEE Accreditation Certificates issued after the published date i.e. 23 March 2009, by a Verification Agency not approved by SANAS, will **NOT** be acceptable as from 23 March 2009.

- **12.1** Enterprises will be rated by such Accreditation Agencies based on the following:
  - (a) Large Enterprises (i.e. annual turnover >R35 million):
    - > Rating level based on all 7 (seven) elements of the BBBEE scorecard
    - > Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
  - (b) Qualifying Small Enterprises QSE (i.e. annual turnover >R5 million but <R35 million):
    - > Rating based on any 4 (four) of the elements of the BBBEE scorecard
    - > Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
  - (c) Exempted Micro Enterprises EME (i.e. annual turnover <R5m are exempted from being rated or verified):
    - Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
    - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition
    - EME's should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers
- 12.2 In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies must state in their Tenders / Quotations the percentage of the total contract value which would be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and/or sub-contractors, as well as a breakdown of the distribution of the aforementioned percentage allocation must also be furnished with the tender response to enable Transnet to evaluate / adjudicate on all tenders received on a fair basis.
- 12.3 Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) as stipulated above to TRANSNET.

Turnover:	Indicate your company's most recent	annual turnover:
	R	
Respondent's Signature	6	Date and Company Stamp



- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership
- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rating agency.
- 12.4 The DTI has created an online B-BBEE Registry (http://www.dti.gov.za) in order to provide a central and standardized source of the B-BBEE status of all entities, and to facilitate the flow of this information amongst entities by providing a Unique Profile Number (UPN) per each listing. Existing and prospective suppliers are therefore urged to list their B-BBEE status on the DTI Registry. Hence, entities verified by DTI, will receive the following benefits:
  - Their BBBEE status will be verified and confirmed by the DTI, before listing on the Registry
  - Listing on the Registry will provide suppliers the option to market themselves on the DTI B-BBEE Opportunities Network. This is a search engine that is designed to help businesses find B-BBEE compliant entities who match specific requirements in terms of the nature of services/goods provided, region, B-BBEE status or other search criteria.

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

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

DTI BBBEE UNIQUE PROFILE NUMBER:	

12.6 Failure to submit your BBBEE information will result in a score of zero being allocated for BBBEE evaluation.

#### 13. COMMUNICATION

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

A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFQ to the Transnet employee as indicated in clause 2 above, and may also at any time after the closing date of the RFQ, communicate with the Secretary of the Acquisition Council, at telephone number (021) 940-3479 or fax no (021) 940-3883 on any matter relating to its RFQ response.

#### 14. RFQ SCHEDULE

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

Respondent's Signature	7	Date and Company Stamp



#### 15. INSTRUCTIONS FOR COMPLETING THE RFQ

- (i) Sign documents (sign and date the bottom of each page). This will serve as the legal and binding copy.
- (ii) Documents to be submitted to the address specified above.
- (iii) The following returnable documents must accompany all Quotations:
  - Respondent's latest audited financial statements;
  - Respondent's valid Tax Clearance Certificate.
  - Letter of Good Standing

#### 16. COMPLIANCE

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

#### 17. ADDITIONAL NOTES:

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

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

# FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS MAY RESULT IN A QUOTATION BEING REJECTED

## 18. DISCLAIMERS

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

- modify the RFQ's Services and request Respondents to re-bid on any changes
- reject any Quotation which does not conform to instructions and specifications which are detailed herein
- disqualify Quotations submitted after the stated submission deadline

Respondent's Signature	8	Date and Company Stamp



- not necessarily accept the lowest priced Quotation
- reject all Quotations, if it so decides
- award a contract in connection with this Quotation at any time after the RFQ's closing date
- award only a portion of the proposed Services which are reflected in the scope of this RFQ
- split the award of the contract between more than one Supplier
- make no award of a contract

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

#### **LEGAL REVIEW**

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

Respondents to complete this section:

NAME OF RESPONDENT	
NAME OF RESPONDENT	
PHYSICAL ADDRESS	
Respondent's contact person:	Name
	Designation
	Telephone
	Cell Phone
	Facsimile
	Email
	Website
20. SUBSTANCE ABUSE TESTING	
The OHSA (Act 85 of 1993) clea	rly states in the Safety Regulations no. 2A "INTOXICATION" An
employer or user, as the case	may be, shall not permit any person who appears to be under the
influence of intoxicating liquor	or drugs, to enter or remain at a workplace". Transnet Freight Rail

enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters their premises.

Respondent's Signature	9	Date and Company Stamp

Respondent's Signature



**Date and Company Stamp** 

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

TIP-OFFS ANONYMOUS: 0800 003 056

10



## SECTION 2 (a)

#### **RFQ NUMBER BLE/51898**

## REPAIR OF A 3MVA 132KV/11KV DISTRIBUTION TRANSFORMER AT WHITEHILL TRACTION SUBSTATION

#### FOR A PERIOD OF 14 WEEKS

## BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

#### 1. BACKGROUND

This specification covers the removal, repair and installation of a 3MVA 132KV/11KV distribution transformer at Whitehill traction substation.

## 2. SCOPE OF REQUIREMENTS / PROJECT SPECIFICATIONS

Refer to section 2b for the Project Specifications.

The Project Specifications must be read in conjunction with "Section 6" (Service Fees and Costs).

## 3. GENERAL INFORMATION

Refer to section 2b for General Information/Special Conditions

## 4. EXCHANGE AND REMITTANCE

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

Respondent's Signature	11	Date and Company Stamp

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	mpliance with the <b>Na</b> t					
(the "	'Supplier") shall ensur contract between the	re that the Service	es to be supplied	to Transne	t, under the terms	and conditions
or a o	contract between the by adhere to railway	safety requirement	ents and/or regul	ations. Per	mission for the eng	gagement of a
subc	ontractor by the Supp	olier, as applicab	le, both initially a	nd during t	he course of a cor	ntract, shall be
subje	ect to a review of the y requirements and/or	capability of the	proposed subco	ntractor to o	comply with the sp	pecified railway
durin	g the term of the con	tract, to review a	ny safety-related	activities, i	ncluding the coord	ination of such
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Date and Company Stamp

- Transnet reserves the right to request that any member of the Supplier's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- Supplier guarantees that it will achieve a 95% service level on the following measures. If the Supplier does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly fees payable in the next quarter:
  - On-time deliverables

Accepted:

Respondent's Signature

7.

- Supplier must provide a toll-free number or alternative number for customer service calls.
- Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty, giving 30 (thirty) days' notice to the Supplier.

	YES			NO		
CONTINUOUS	IMPROVEME	NT INITIATIVI	ES AND	VALUE ADD	17.	t.
Respondents s	shall indicate	whether they a	are com	mitted to partic		itinuous improvement during the duration of
Accep	ted:	110				
	YES			NO		
If "yes", please	specify					

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8.

## TRANSNET



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

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RISK		
Respondents must elabora	ate on the control measures put in place by to potential non-performance by a Supplier	y their company, which mitigate the
risk to Transnet, pertaining	to potential non-performance by a Supplier	III relation to -
(i) quality of the Service(s)	provided:	
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Respondent's Signature	14	Date and Company Stamp

9.

Respondent's Signature

## **TRANSNE**



Date and Company Stamp

Regulator Act, 16 of 200	(refer clause 8.1(f) of Form US7)  22 (refer clause 16 above)
Regulator Act, 16 of 200	(refer clause 8.1(f) of Form US7)
Regulator Act, 16 of 200	(refer clause 8.1(f) of Form US7)
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contact details of existing irrent service levels:	g customers whom Transnet may
ontact Person	Telephone number
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	rrent service levels:

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#### 10. EVALUATION CRITERIA

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

- Pricing (fees) Whilst not the sole factor for consideration, competitive pricing will be critical in indicating how much you value Transnet's business
- An explicit commitment to continuous improvement initiatives
- Compliance Completeness of your responses and content of the Quotation will be considered
- Financial strength
- References
- Fixed price
- BBBEE status of company
- Clause by Clause compliance to Technical Specifications
- Experience / Reference (Fit for purpose)
- Risk / Safety Plan
- Technical Capacity / Resources
- Delivery / Completion Period



## SECTION 2 (b)

#### RFQ NUMBER BLE/51898

# REPAIR OF A 3MVA 132KV/11KV DISTRIBUTION TRANSFORMER AT WHITEHILL TRACTION SUBSTATION

#### FOR A PERIOD OF 14 WEEKS

#### PROJECT SPECIFICATION

#### 2.1 SCOPE OF WORK

This contract covers the removal, repair and installation of a 3MVA 132KV/11KV distribution transformer at Whitehill traction substation.

#### 2.2 DESCRIPTION OF WORK

- 2.2.1 The contractor shall remove and transport the transformer from site to his workshop for inspection.
- 2.2.2 The Contractor shall un-tank, open and strip the transformer for full inspection of transformer components for faults, remove the existing rust and chemically remove the paint from the fins.
- 2.2.3 The contractor shall submit a fault report and all sheets for the necessary tests conducted.
- 2.2.4 The Contractor shall furnish a comprehensive quotation prior to commencement of repairs for approval by TFR immediately after faults have been identified.
- 2.2.5 The quotation shall include all travelling (± 520km) to Whitehill from Cape Town crane hiring or load bed, site establishment, labour, materials consumables, consequential costs and for everything of whatever nature required of the Contractor for completion of the work included in Scope.
- 2.2.6 Sub-contracting of the repair shall not be allowed unless prior approval by TFR is granted.

17	Date and Company Stamp
	17





## 2.3 TESTING AND ANALYSIS OF TRANSFORMER

- 2.3.1 The contractor shall test and sample the oil before and after the refurbishment in accordance with the specification SANS 555.
- 2.3.2 Transnet shall not accept sample results unless the entire required tests have been done.
- 2.3.3 The contractor shall provide a hard copy of the results to the Manager and Supervisor.
- 2.3.4 The test shall be performed by fully accredited oil test laboratory of which proof of accreditation must be supplied to Supervisor.

#### 2.4 GUARANTEE AND DEFECTS

- 2.4.1 The Contractor shall guarantee the satisfactory operation of the complete electrical installation supplied and erected by him and accept liability for maker's defects that may appear in design, materials and workmanship.
- 2.4.2 The Contractor shall be issued with a completion certificate with the list of all defects to be repaired within 14 working days if any after commissioning.
- 2.4.3 The guarantee period for this transformer shall expire after a period of 12 months commencing on the date of completion of the contract or the date the transformer was delivered to Transnet Freight Rail.
- 2.4.4 Any defects that may become apparent during the guarantee period shall be rectified to the satisfaction of Transnet Freight Rail, and to the account of the Contractor.
- 2.4.5 The Contractor shall undertake work on the rectification of any defects that may arise during the guarantee period within 7-days of him being notified by Transnet Freight Rail of such defects.
- 2.4.6 Should the Contractor fail to comply with the requirements stipulated above, Transnet Freight Rail shall be entitled to undertake the necessary repair work or effect replacement of defective apparatus or materials, and the Contractor shall reimburse Transnet Freight Rail the total cost of such repair or replacements, including the labour costs incurred in replacing defective material.
- 2.4.7 Any specific type of fault occurring three times within the guarantee period and which cannot be proven to be due to other faulty equipment not forming part of this contract e.g., faulty locomotive or overhead track equipment, etc., shall automatically be deemed an inherent defect. Such inherent defect shall be fully rectified to the satisfaction of the Project Manager or Supervisor and at the cost of the Contractor.
- 2.4.8 If urgent repairs have to be carried out by Transnet Freight Rail staff to maintain supply during the guarantee period, the Contractor shall inspect such repairs to ensure that the guarantee period is not affected and should they be covered by the guarantee, reimburse Transnet Freight Rail the cost of material and labour.

Respondent's Signature	18	Date and Company Stamp



#### 2.5 GUARANTEE AND INSPECTION

- 2.5.1 Transnet Freight Rail shall inspect the equipment under contract on the premises of the Manufacturer or successful Contractor.
- 2.5.2 The Contractor shall notify Transnet Freight Rail 14 days in advance of such an inspection date.

The Contractor shall notify Transnet Freight Rail 14 days in advance prior to the completion of the repair work so that all resources can be put in place to assist the contractor with the installation

#### 2.6 TRANSFORMER DETAILS

Make	ASEA	Oil Quantity	8600L/7654kg
Serial No.	28090	Total Trf Mass	19250kg
Ratio	132kV/11kV	Core Winding	7900kg
Rating	3MVA	Length	5100mm
Year of Manufacture	1981	Width	3250mm
Cooling Type	ONAN	Height	3250mm
Base width	1500mm	Base Length	3000mm

#### SPECIAL CONDITIONS

(GENERAL)

## 3. SPECIAL CONDITIONS

## 3.1 Sufficiency of Tender

- 3.1.1 Tenderers shall indicate clause-by-clause compliance with the specifications. This shall take the form of a separate document listing all the specifications clause numbers indicating the individual statement of compliance or non-compliance. This document shall be used by Tenderers to elaborate on their response to a clause.
- 3.1.2 Where equipment offered does not comply with standards or publications referred to in any of the specifications, Tenderers shall state which standards of specifications apply and submit a copy of the applicable specification and or standard in English.
- 3.1.3 Any drawings and information required by Transnet but not included in the specification shall be furnished on request.

Respondent's Signature	19	Date and Company Stamp



- 3.1.4 All relevant information of the material used for the installation shall be submitted with the tender document including the technical specification.
- 3.1.5 Transnet reserves the right to inspect the tenderer's facilities prior to awarding the contract in order to ensure that it is suitable for the type of repair required.
- 3.1.6 The Contractor shall indicate at the tendering stage what steps have been taken to implement a Quality System in terms of ISO 9002 and shall submit such a Quality Plan.
- 3.1.7 The contactor shall guarantee the installed lightning arresters against faulty workmanship for a period of twelve months from the date the lightning arresters were energised.
- 3.1.8 Incomplete tenders will be automatically disqualified.

#### 3.2 Duration of contract

- 3.2.1 The contract will commence within 14 days of acknowledgement of receipt of the notification of acceptance of tender with Transnet Freight Rail.
- 3.2.2 The contractor shall stipulate delivery time or lead time together with tender document.

#### 3.3 Compliance with statutes

- 3.3.1 The Contractor shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authority regulations. The Contractor shall in particular, comply with the following Instructions, Acts etc:
  - SANS 1019 Standard voltage, current and insulating level for electrical supply
  - The compensation for Occupational Injuries and Diseases Act (Act 130 of 1993).
  - The Occupational Health and Safety Act (Act 85 of 1993)
    - Common law of nuisance

#### 3.4 Maintenance period

A maintenance period of 6 months after the date of completion of the works will be instituted to ensure that installation works has been properly done. Contractor shall repair any defects within two weeks from the date of such notification of the defect(s).

Respondent's Signature	20	Date and Company Stamp



#### 3.5 Retention money

10% of the total value of the contract will be retained for the maintenance period, until work has been satisfactory completed.

#### 3.6 Penalties for late completion

A penalty fee for late completion of R500 per calendar day shall be levied.

#### 3.7 To be provided by the contractor

- 3.7.1 In addition to all labour, water, materials, plant, equipment and incidentals needed to complete the work, the Contractor shall provide all accommodation and toilet facilities for his/her employees. No accommodation shall be erected or utilised on Transnet Freight Rail property.
- 3.7.2 The Contractor shall provide safe and secure storage facilities for all tools machineries plant equipment brought onto and in use on the site. Such facilities shall be capable of ensuring that unauthorised persons or animals cannot gain access to such chemicals and equipment. Such storage facilities shall not be on Transnet Freight Rail property.
- 3.7.3 The Contractor shall provide at his/her own cost any security measures he/she may deem necessary for safe and effective execution of the work within the contract area. No persons may stand or walk within 5m of the centre of the track.
- 3.7.4 The Contractor shall appoint at each work site sufficient personnel whose sole task shall be to be on the lookout for approaching rail traffic. These employees shall operate an audible warning device to timorously warn all people on the work site of approaching rail traffic.
- 3.7.5 An effective safety procedure to be followed by all personnel on any work site shall be compiled by the Contractor and implemented before any work commences. The procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a work site before work proceeds.

### 3.8 Schedule of quantities and prices

- 3.8.1 The quantities in the Schedule of Prices are estimated and may be more or less than stated. The Contractor shall submit with his/her tender a complete and detailed priced Schedule (prepared in ink) for the Works.
- 3.8.2 The tenderer shall price each item. If the Contractor has omitted to price any items in the Schedule, the cost of the work included in such items will be held to be included in the price given for preliminary and general.
- 3.8.3 The absence of stated quantities in the Schedule is no guarantee that none will be required. Reasonable prices should therefore be inserted for every item as these prices may be considered in adjudication of tenders.

Respondent's Signature	21	Date and Company Stamp



3.8.4 The short descriptions of the items in the Schedule are for identification purposes only. In so far as these documents have any bearing, they shall be referred to for details of the description, quality, and test of plant and material used, and the workmanship, conditions, obligations, liabilities and instructions generally which shall be complied with in carrying out the Contract. The cost of complying with all conditions, obligations and liabilities described in the contract documents including profit, shall be deemed to be included in the rates quoted by the Contractor in the Schedule of Prices.

#### 3.9 Value-added tax

Value-added tax in terms of the Value-added Tax Act No. 89 of 1991 should not be included in the tendered rates. Provision is made in the Schedule of Prices for the lump addition of Value-added Tax.

#### 3.10 Site meetings

The Contractor shall attend site meetings when required. These meetings will be held under the chairmanship of the Supervisor or his/her deputy. When sub-contractors are required to attend, the Contractor shall ensure their attendance.

#### 3.11 Site books

- 3.11.1 The Contractor shall provide a site instruction book and a daily diary (both in triplicate) at the site as directed by the Supervisor for the duration of the contract.
- 3.11.2 The site diary book shall be used to record any unusual events during the period of the contract. All delays caused by the Contractor, Transnet Freight Rail employees and due to natural causes shall be recorded. Such delays must be counter-signed by the appointed Supervisor. Other delays caused by the 3<sup>rd</sup> party shall be reported to the Project Manager immediately in writing.
- 3.11.3 The site instruction book shall only be used by the Supervisor or his/her deputy and will be used for the issuing of instructions to the Contractor.
- 3.11.4 The Contractor shall complete the daily diary and a detailed description of the work done shall be recorded on a daily basis. Neither of the books shall be removed from the site without the permission of the Supervisor or his/her deputy.
- 3.11.5 Upon the completion of the contract, both books are to be handed in to the Supervisor and both become the property of Transnet Freight Rail.

### 3.12 Information to be provided with tender

- 3.12.1 The Contractor shall undertake the planning and programming of the entire installation works and shall submit to the Supervisor for approval full particulars thereof with his/her tender.
- 3.12.2 The Schedule of Prices must be completed in full.

Respondent's Signature	22	Date and Company Stamp



- 3.12.3 An undertaking that all equipment will be ready for operation and that the work can commence timeously, to comply with requirements of the contract.
- 3.12.4 The contractor must indicate whether he/she intends using sub-contractors. No sub-contractors will be allowed on site without the prior permission of the supervisor.

#### 3.13 Damage to fauna and flora

- 3.13.1 The Contractor shall ensure that his/her employees at all times exercise care and consideration for the fauna and flora within and adjacent to the area to be treated for oil contamination.
- 3.13.2 The Contractor shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage painting and steel components of Electrical Equipment or property, or be hazardous to humans or animals. The Contractor shall assume full responsibility for the efficiency and safety of whatever chemicals used to treat the oil contaminated yard stones and plinths.
- 3.13.3 Dumping or polluting of any kind will not be permitted. This stipulation is also applicable to the washing out of tanks and equipment containing harmful chemicals and pollutants.
- 3.13.4 The Contractor shall institute and maintain procedures for the safe disposal of all chemicals and residual materials originating from the execution of the works.
- 3.13.5 Containers and residual material shall not be disposed of on Transnet Freight Rail property or as part of Transnet Freight Rail refuse.
- 3.13.6 The Contractor shall take particular note of environmentally sensitive areas and shall plan and execute his/her work with the utmost care and responsibility.
- 3.13.7 Burning will not be allowed under any circumstances as a means of control. The making of fires, for whatever purpose, on Transnet Freight Rail property is also strictly prohibited.

## 3.14 Damage to adjoining property

The Contractor shall ensure that no damage occurs to adjoining property. He shall take all necessary precautions as the work progresses not to damage any structure, equipment, persons or other items on any adjoining property.

#### 3.15 Hours of work

Hours of work will be limited from Monday to Friday, 08:00 – 16:00. No work shall be performed outside these hours unless prior approval is granted by Transnet Freight Rail.

#### 3.16 Contractual obligation

3.16.1 The Contractor shall provide a provisional Gantt or a similar chart showing proposed work program. The final chart shall be submitted within seven working days of awarding the tender.

Respondent's Signature	23	Date and Company Stamp



- 3.16.2 The Contractor shall supply a triplicate site instruction book. This book shall be used to record any instructions to the Contractor and disputes regarding the quality of work on site. This book will be filled in by the Supervisor or Manager and must be countersigned by the Contractor.
- 3.16.3 The site diary and the site instruction book shall be the property of Transnet and shall be handed over to the Supervisor or Manager on the day of energizing or handing over.
- 3.16.4 Transnet reserves the right to be present during installation and testing and must be timeously advised of the dates of commencement of the installation and testing. Arrangements must be made with the Manager or his designated personnel to perform witness and authorize the tests.
- 3.16.5 Calibration certificates less than 12 months old issued by a recognized authority for all the instruments to conduct tests on lightning arresters shall be made available for inspection, if requested by Transnet.
- 3.16.6 The Contractor shall repair any damage resulting from negligence of his or her staff to the substation equipment.
- 3.16.7 No sub-contractor shall be appointed without obtaining prior authority from the Project Manager.

#### 3.17 Safety requirements on site

- 3.17.1 The Contractor or his Sub Contractor shall be required to work on site in accordance with Transnet Freight Rail's safety specification E4E of April 1997 and the occupation Health and safety act 85 of 1993.
- 3.17.2 The Contractor shall be required to work under direct supervision of Transnet's appointed Supervisor on site and shall work only in the area, which shall be demarcated by suitable barriers.
- 3.17.3 Transnet shall during the contract have a Supervisor available on site for the necessary isolation of electrical equipment and issuing of work permits.
- 3.17.4 Substation permit condition shall be determined during site meeting and should be approximately 1-4 weeks.
- 3.17.5 All team members, visitors or casual workers are to be inducted if they do not have a current induction certificate valid for the site.
- 3.17.6 Ensure that safety performance expectations are clearly communicated regularly to the project team.
- 3.17.7 Lengthy discussion of safety performance expectations preferably face-to-face (where possible) shall be held by the Contractor of which Transnet Freight Rail's Project Manager, Safety Rep or Supervisor has the right to be a witness.
- 3.17.8 The Contractor shall produce Health & Safety Plan for the team including all sub-contractors.
- 3.17.9 The Contractor shall list all training requirements for the team for any specific competency and/or awareness training according to various Transnet Freight Rail policies

Respondent's Signature	24	Date and Company Stamp



- 3.17.10 Workers must carry proof of training attended for execution of the works
- 3.17.11 The contractor shall carry out the risk assessment of the work site to identify hazards before work commences
- 3.17.12 Records to be kept in Health and Safety file including sub-contractors:
  - i. All safety audits will be discussed and corrective actions monitored
  - ii. All audit results are to be recorded in the site diary
  - iii. Unscheduled visits and "STOP" Visits using stop cards shall be conducted by Transnet Freight Rail
  - iv. The Contractor must communicate Safety Critical incidents via Green Areas to the rest of TFR
  - v. The Contractor shall check if assets are safe for operations e.g. Train ops, safe access and exit of buildings etc
  - vi. Review safety performance stats: Incidents, Corrective Action matrix, audits etc.
  - vii. The contractor must supply his own PPE
  - viii. Employees that do not wear the necessary PPE will not be allowed on site.
  - ix. Defective PPE must be reported immediately to the Supervisor.

#### 4. SCHEDULE OF APPLICABLE SPECIFICATIONS, INSTRUCTIONS & DRAWINGS

4.1 CEE.0045 Painting of steel Components of Electrical Equipment

4.2 CEE.0183.2002 Hot dip galvanising and painting of electrical equipment

4.3 CEE:0229.95 Dry-out and regeneration of insulating oil and reclaiming and de-sludging of

transformers

4.4 CEE.0012.2002 : Method of Tendering.

4.5 CEE.0045 : Painting of steel Components of Electrical Equipment

4.6 CEE.0183.2002 : Hot dip galvanising and painting of electrical equipment

4.7 CEE.TBD 0007 : Earthing arrangements traction substations

4.8 BBB 3620 version 5: 3kv DC earthing arrangement of traction substations.



## **RFQ NUMBER BLE/51898**

## REPAIR OF A 3MVA 132KV/11KV DISTRIBUTION TRANSFORMER AT WHITEHILL TRACTION SUBSTATION

## FOR A PERIOD OF 14 WEEKS

## **QUOTATION FORM**

FOR A P	PERIOD OF 14 WE	EKS
<u>QU</u> I/We	JOTATION FORM	
(name of com	pany, close corporation	or partnership)
of (full address)	$\overline{}$	
carrying on business under style or title of (trading	as)	7.
represented by		
in my capacity as		
supply the above-mentioned Services at the price terms set forth in the accompanying letter(s) re-	a certified cop ces quoted in the sched eference	y of which is annexed hereto, hereby offer to lule of Service Fees in accordance with the
I/We agree to be bound by those conditions in T	ransnet's:	
<ul> <li>(i) Standard Terms and Conditions</li> <li>(ii) General Tender Conditions, For</li> <li>(iii) any other standard or special conform; and;-</li> </ul>	rm CSS5 – Services; ar	
Respondent's Signature	26	Date and Company Stamp

Respondent to indicate domicillium citandi et executandi hereunder:

#### TRANSNET



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

Should Transnet decide that a formal contract should be signed and so inform me/us in the facsimile or letter of acceptance, this Quotation (and, if any, its covering letter and any subsequent exchange of correspondence) together with Transnet's letter of acceptance/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 Quotation, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the provision of the Services within 4 (four) weeks, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Quotations afresh and/or having to accept any less favorable Quotation.

I/We accept that any contract resulting from this offer will be for a period of 14 weeks only, and agree to a penalty clause to be negotiated with Transnet, which will allow Transnet to invoke a penalty (details to be negotiated) against us should the delivery of the Services be delayed due to non-performance by us.

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

		———— <del>"</del>
NOTIFICATION OF AWARD OF RFQ		
NOTIFICATION OF AWARD OF REQ		
As soon as possible after approval to aw informed of the acceptance of its Quotation the successful Supplier and the reason as category of price, delivery period, quality, B	n. Unsuccessful Responden to why their Quotations ha	nts will be advised in writing of the name of ove been unsuccessful, for example, in the
VALIDITY PERIOD		
Transnet desires a validity period of <b>three</b> that Respondents may offer an earlier vareason. Should Respondents be unable to stated hereunder:	alidity period, but that their	Quotations may be disregarded for that
This RFQ is valid until	(State alter	native validity period/date).
Respondent's Signature	27	Date and Company Stamp





## TAX (VAT) REGISTRATION NUMBER

·	spondent must state hereunder the t	ax registration number which is applicable	to Value-Added Tax:
	LEARANCE CERTIFICATE		
•	·	I copy of their company's Tax Clearance C	
Indicate	tax clearance certificate expiry date		— الم
BANKI	NG DETAILS		
	BANK:		
	BRANCH NAME / CODE:		
	ACCOUNT HOLDER:		
	ACCOUNT NUMBER:		
NAME	S) AND ADDRESS / ADDRESSE	ES OF DIRECTOR(S) OR MEMBER(S	)
The Recompa	espondent must disclose hereun ny or close corporation (C.C.) on	nder the full name(s) and address(s) whose behalf the RFQ is submitted.	of the director(s) or members of the
(i)	Registration number of compan	ny / C.C	
(ii)	Registered name of company /	C.C	
(iii)	Full name(s) of director/membe	er(s) Address/Addresses	ID Number/s
	11		
			***************************************
Ų.			
	***************************************		
	TRATION CERTIFICATE		
Respoi	ndents must submit a certified co	ppy of their company's Registration Ce	rtificate with their Quotation.
	Respondent's Signature	28	Date and Company Stamp

#### **TRANSNE**



#### NAME AND ADDRESS OF ACCREDITED AGENT

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

Name		***************************************	
Address			
Should the need indirectly related  DISCLOSURE ( Respondents mu	elated to a subsequent contract however arise to divulge any in to Transnet's business, written a   OF PRICES TENDERED   st indicate here whether Transnet	Iformation gleaned from provision of the provision of the proval to divulge such information with the provision of the provis	s to be treated with strict confidence. he Services, which is either directly or have to be obtained from Transnet. s and conditions to other Respondents:
YE		No	
Respondents to directors / partner Transnet Group:  YE  If YES, please ind	leclare hereunder whether any ta s / shareholders (unlisted compa	amily and/or direct relationship exists be nies) of the responding company and	etween any of the owners / members / any employee or board member of the
FULL NAME OF C	OWNER/MEMBER/DIRECTOR/ EHOLDER		ADDRESS
Indicate nature of	relationship (if any):		
Rasponds	ent's Signature	29	Date and Company Stamp

#### **TRANSNEF**



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

#### **PRICE REVIEW**

Transnet will be benchmarking this price offering(s) against the lowest price received as per the benchmarking exercise. If the Respondent's price(s) is/are found to be higher than the benchmarked price(s), then the Respondent shall match or better such price(s) within 30 days - failing which the Contract may be terminated at Transnet's discretion or the particular item(s) or service(s) purchased outside the contract.

#### **RETURNABLE DOCUMENTS**

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

Notice to Bidders – Section 1	1
Background, Overview and Scope of Requirement – Section 2 (a)	1
Project Specifications & Special Conditions – Section 2 (b)	1
Quotation Form – Section 3	1
Resolution of Board of Directors (Respondent's Representative) - Section 4	1
Certificate of Acquaintance with RFQ Documents – Section 5	1
Service Fees and Costs - Section 6	V
General Tender Conditions - Form CSS5 – Section 7	V
Conditions of Contract - Form US7 – Section 8	V
Certificate of attendance of RFQ Briefing - Section 9	V
Audited Financials for previous year	V
Valid Tax Clearance Certificate (Original/Certified Copy)	1
VAT Registration Certificate (Original/Certified Copy)	1
BBBEE Accreditation Certificate (Original/Certified Copy)	V
Letter of Good Standing from Compensation Commissioner (Original/Certified Copy)	1
Letter from auditor / accounting officer confirming annual turnover, percentage black ownership & black woman ownership (if turnover less than R5m p/a)	V
E.4E Safety Document	1
E7/1 Specification	V
SDF Document	1

NOTE: Sections 1, 2, 3, 4, 5, 6, 7, 8 and 9 as indicated in the footer of each page, must be signed and dated by the Respondent.

Respondent's Signature	30	Date and Company Stamp

#### **TRANSNE**



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

SIGNATURE OF WITNESSES:	on this aa	ADDRESS OF WITNESSES
<u> </u>		
1	1	10/2
	Ó	
2	$-c_{O_{i}}$	
SIGNATURE OF RESPONDENT'S AUTHORI	SED REPRESENTATIVE:	
	/	
	NAME	
22	DESIGNATION	
Respondent's Signature	31	Date and Company Stamp



## **RFQ NUMBER BLE/51898**

# REPAIR OF A 3MVA 132KV/11KV DISTRIBUTION TRANSFORMER AT WHITEHILL TRACTION SUBSTATION

## FOR A PERIOD OF 14 WEEKS

## SIGNING POWER: RESOLUTION OF BOARD OF DIRECTORS

NAME OF COMPANY:		
It was resolved at a meeting of the Board of Dire	ectors held on	that
FULL NAME(S)	CAPACITY	SIGNATURE
in his/her capacity as indicated above is/are h	ereby authorised to en	ter into, sign, execute and complete any
documents relating to Tenders, Quotations and/o	or Contracts for the supp	oly of Goods.
FULL NAME	~	SIGNATURE CHAIRMAN
FULL NAME	-	SIGNATURE SECRETARY
Respondent's Signature	32	Date and Company Stamp





## **RFQ NUMBER BLE/51898**

# REPAIR OF A 3MVA 132KV/11KV DISTRIBUTION TRANSFORMER AT WHITEHILL TRACTION SUBSTATION

## FOR A PERIOD OF 14 WEEKS

## CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

NAME OF COMPANY:		
	OP'	
We		do
nereby certify that I/we acquainted myself/	ourselves with all the documentation	on comprising this RFQ and all conditions
contained therein, as laid down by Transne		
	eleccion interaction and carrying car	or and proposed supply, see meeting is
which I/we submitted my/our response.		
/We furthermore agree that Transnet S	OC Limited shall recognize no c	laim from me/us for relief based on an
allegation that I/we overlooked any RF0	Q/contract condition or failed to	take it into account for the purpose of
calculating my/our offered prices or other	wise.	
SIGNED at	on this day of	2012
WITNESS:		
	<del></del>	SIGNATURE OF RESPONDENT
Respondent's Signature	33	Date and Company Stamp



#### **RFQ NUMBER BLE/51898**

## REPAIR OF A 3MVA 132KV/11KV DISTRIBUTION TRANSFORMER AT WHITEHILL TRACTION SUBSTATION

FOR A PERIOD OF 14 WEEKS

## SERVICE FEES AND COSTS

ITEM NO.	DESCRIPTION	UNIT	QTY		TOTAL
Α	First Phase	X			
3.1	Preliminary and General	sum	1		
3.2	Oil sampling prior work commencement	sum	1		
3.3	Perform electrical test, ratio and SFRA transformer	sum	1		
3.4	Remove and transport the transformer from Whitehill substation	sum	1		
В	Second Phase				
3.5	Un-tank and inspect active part	sum	1		
3.6	Produce Engineering Report	sum	1		
3.7	Repair active part complete	sum	1		
3.8	Phase rewinds	sum	1		
3.9	Commissioning	sum	1		
	TOTAL (Exclusive	of Vat	)	R	

Respondent's Signature	34	Date and Company Stamp

Respondent's Signature



Date and Company Stamp

amount tendered in words:	
ime period to complete project:	
	2

35





#### **RFQ NUMBER BLE/51898**

# REPAIR OF A 3MVA 132KV/11KV DISTRIBUTION TRANSFORMER AT WHITEHILL TRACTION SUBSTATION

FOR A PERIOD OF 14 WEEKS

**GENERAL TENDER CONDITIONS - SERVICES** 

Refer Form CSS5 - Copy available on request.

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

PREVIE



#### RFQ NUMBER BLE/51898

# REPAIR OF A 3MVA 132KV/11KV DISTRIBUTION TRANSFORMER AT WHITEHILL TRACTION SUBSTATION

#### FOR A PERIOD OF 14 WEEKS

## STANDARD TERMS AND CONDITIONS OF CONTRACT

## FOR THE PROVISION OF SERVICES TO TRANSNET

Refer Form US7 - Copy available on request.

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

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

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

Respondent's Signature	37	Date and Company Stamp





#### **RFQ NUMBER BLE/51898**

# REPAIR OF A 3MVA 132KV/11KV DISTRIBUTION TRANSFORMER AT WHITEHILL TRACTION SUBSTATION

## FOR A PERIOD OF 14 WEEKS

## CERTIFICATE OF ATTENDANCE OF SITE MEETING BRIEFING SESSION

It is hereby certified that -		
1		
2		
Representative(s) of		
(name of company)	4	
attended the site meeting / briefing session	in respect of the proposed Goods to be rendered in te	erms
of this RFQ on2012.		
TRANSNET'S REPRESENTATIVE	RESPONDENT'S REPRESENTATIVE	6: <b>E</b>
DATE	. DATE	
Respondent's Signature	38 Date and Company Stan	 mp