

TRANSNET FREIGHT RAIL

an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No CRAC-KGG-39593

FOR THE SUPPLY AND DELIVERY OF ASSEMBLY; PARALLEL CLAMP,160 TO 160 MM2 AND CLAMP; FEEDER, BI-METALLIC FOR A ONCE-OFF DELIVERY IN MILLSITE DEPOT.

FOR DELIVERY TO: TRANSNET FREIGHT RAIL
MILLSITE

ISSUE DATE: 08 NOVEMBER 2022

CLOSING DATE: 22 NOVEMBER 2022

CLOSING TIME: 10:00AM

VALIDITY PERIOD: 15 AUGUST 2023

NB: OEM INTENDING TO BID CANNOT ISSUE AN MOU TO ANY COMPANY. IF THEY (OEM) WILL BE SUBMITTING A BID FOR THE SAME RFQ. FAILURE TO COMPLY WITH THIS WILL LEAD TO DISQUALIFICATION.

NOTE TO THE BIDDER
FOR BIDDERS THAT ARE NOT THE MANUFACTURERS THE FOLLOWING MUST BE SUBMITTED.
A MEMORANDUM OF UNDERSTANDING/AUTHORIZATION LETTER:

- BE ON MANUFACTURER'S LETTERHEAD
- STATE THE BIDDERS COMPANY NAME
- BE SIGNED BY BOTH THE MANUFACTURER AND BIDDER
- BE DATED THE MANUFACTURER
- QUOTE THE RFQ NUMBER AND LIST THE ITEMS TO SUPPLIED

OR
FOR BIDDERS THAT ARE MANUFACTURERS THE FOLLOWING MUST BE SUBMITTED.
A CONFIRMATION LETTER:

- BE ON MANUFACTURER'S LETTERHEAD
- CONFIRM THAT THE BIDDER IS A MANUFACTURER OF THE ITEMS
- BE SIGNED BY THE MANUFACTURER
- BE DATED BY THE MANUFACTURER
- QUOTE THE RFQ NUMBER AND LIST THE ITEMS TO SUPPLIED

Note to the bidders:

Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted

SECTION 1: SBD1 FORM**PART A****INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS FOR THE SUPPLY AND DELIVERY OF ASSEMBLY; PARALLEL CLAMP,160 TO 160 MM2 AND CLAMP;FEEDER, BI-METALLIC FOR A ONCE-OFF DELIVERY IN MILLSITE DEPOT, A DIVISION TRANSNET SOC LTD

BID NUMBER:	CRAC-KGG-39593	ISSUE DATE:	08 November 2022	CLOSING DATE:	22 November 2022	CLOSING TIME:	10:00am
DESCRIPTION	FOR THE SUPPLY AND DELIVERY OF ASSEMBLY;PARALLEL CLAMP,160 TO 160 MM2 AND CLAMP;FEEDER, BI-METALLIC FOR A ONCE-OFF DELIVERY IN MILLSITE DEPOT						

BID RESPONSE DOCUMENTS SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.

The Transnet e-Tender Submission Portal can be accessed as follows:

- Log on to the Transnet eTenders management platform website (<https://www.transnet.net>);
- Click on "TENDERS";
- Scroll towards the bottom right hand side of the page;
- Click on "register on our new eTender Portal";
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Muzi Thusi	CONTACT PERSON
TELEPHONE NUMBER	011 584 0659	TELEPHONE NUMBER
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER
E-MAIL ADDRESS	Muzi.thusi@transnet.net	E-MAIL ADDRESS

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.</p>					

PART B TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS
<p>1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE: _____

SECTION 2: NOTICE TO BIDDERS

1 Responses to RFQ

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

2 Formal Briefing

A formal briefing session will not be held but should Respondents have specific queries they should email these to the Transnet employee(s) indicated in paragraph 5 [*Communication*] below:

3 Compulsory Local Content Threshold

In terms of section 8(1) of the Preferential Procurement Regulations, 2017, and the Instruction Note issued by National Treasury on the "Invitation and Evaluation of Bids based on a stipulated minimum threshold for local content and production for the **"Powerline hardware Sector,"** Transnet is required to set a stipulated minimum threshold be set for this RFQ.

3.1 Local Content Threshold

A Local Content threshold of **100% [Hundred percent]**- will be required for the goods specified in SBD 6.2 to be manufactured by a successful Respondent **from award of the business and throughout the contract term.**

3.2 Local Content Notes

- 3.2.1. The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) on the date of the advertisement of the tender;
- 3.2.2. Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011- must be used to calculate local content;
- 3.2.3. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation:

$$LC = [1 - x/y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the SARB at 12:00 on the date of advertisement of the bid.

- 3.2.4. The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential tenderers on the DTI's official website; http://www.dti.gov.za/industrial_development/ip.jsp at no cost.

3.2.5. **The rates of exchange quoted by the tenderer in paragraph 3.5 of Returnable Schedule (the Declaration Certificate for Local Production and Content for Designated Sectors) will be verified for accuracy.**

3.2.1. **Annexure B, (Declaration Certificate for Local Production and Content SBD 6.2) together with the Annexure C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted by the closing date and time of the bid;**

3.2.2. Tenderers must familiarise themselves with all the information provided in the Local Content instruction notes with particular reference to paragraph 4 of the instruction notes.

3.2.3. Respondents are to ensure that they complete the local content annexures in line with the provisions made in the Guidance Document for the calculation of Local Content. Failure to comply will lead to disqualification.

3.3 **Mandatory RFQ Annexures**

The regulatory and mandatory RFQ Annexures, which must be completed by all Respondents in order to declare Local Content, are as follows:

- Annexure B – Declaration Certificate for Local Production and Content [SBD 6.2]
 - Annexure C – Local Content Declaration: Summary Schedule
- RESPONDENTS ARE REQUIRED TO COMPLETE, COMPLY AND DECLARE THE LOCAL CONTENT THRESHOLD. FAILURE TO COMPLY WILL LEAD TO DISQUALIFICATION**
- Annexure B and C must be completed and submitted even if a complete Local Content exemption letter from DTI has been obtained.
 - To the extent that an exemption from Local Content has been granted by the DTI, the exemption letter from DTI will be a mandatory returnable document.
 - Annexures D and E are Supporting Schedules to Annexure C. They are named as follows:
 - Annexure D – Imported Content Declaration: Supporting Schedule to Annexure C
 - Annexure E – Local Content Declaration: Supporting Schedule to Annexure C
 - Annexure F - Guidance Document for the calculation of Local Content

After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid. Declarations D and E should be kept by Respondents for verification purposes for a period of at least 5 years. The successful Respondent is required to continuously update Declarations C, D and E with the actual values for the duration of the contract. In addition to what is stated above regarding Annexures D and E, please note that these declarations are to be submitted as part of the Essential Returnable Documents - See Section 3 of RFQ.

3.4 **Challenges meeting the Local Content Threshold**

Should, after the award of a Bid, the Supplier experience challenges in meeting the stipulated minimum threshold for Local Content, Transnet is required to inform the DTI accordingly in order for the DTI to verify the circumstances and provide directives in this regard.

3.5 **Exchange Rate Verification**

The rate of exchange quoted by the Respondent in the declaration certificates (Annexure B – Declaration Certificate for Local Production & Content [SBD 6.2] and Annexure C – Local Content Declaration: Summary Schedule) will be verified for accuracy as per the requirement of National Treasury Instruction Notes and Circulars.

3.6 Local Content Obligations

Respondents are to note that the Local Content commitments made by the successful Respondent(s) will be incorporated as a term of the contract and monitored for compliance. Should the successful Respondent fail to meet its Local obligations, non-compliance penalties shall be applicable as per the contract or Standard RFQ Terms and Conditions for the Supply of Goods and Services. Breach of Local Content obligations also provide Transnet cause to terminate the contract in certain cases where material non-compliance with Local Content requirements are not achieved.

4 Communication

- 4.1 Specific queries relating to this RFQ before the closing date of the RFQ should be submitted to [Muzi Thusi muzi.thusi@transnet.net] before **12:00 pm on 03 October 2022**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.
- 4.2 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- 4.3 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 4.4 Respondents may also, at any time after the closing date of the RFQ, communicate with the Secretariat of the Transnet Acquisition Council on any matter relating to its RFQ response:

Telephone 011-584 0821

Email: Prudence.Nkabinde@transnet.net

5 Legal Compliance

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

6 Employment Equity Act

Respondents must comply with the requirements of the Employment Equity Act 55 of 1998 applicable to it including (but not limited to) Section 53 of the Employment Equity Act.

7 Changes to Quotations

Changes by the Respondent to its submission will not be considered after the closing date and time.

8 Binding Offer

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

9 Disclaimers

- 9.1 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. Please note that Transnet reserves the right to:
 - modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
 - reject any Quotation which does not conform to instructions and specifications which are detailed herein;
 - disqualify Quotations submitted after the stated submission deadline;
 - not necessarily accept the lowest priced Quotation or an alternative bid;
 - place an order in connection with this Quotation at any time after the RFQ's closing date;

- award only a portion of the proposed goods which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- cancel the quotation process;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;

award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price, even after they have been issued with a Letter of Regret.

10 Specification/Scope of Work

No	Scope of work
1	CLAMP; TYPE: FEEDER, DIMENSIONS: AS PER DRAWING, MATERIAL: BI-METALLIC; DRAWING NO: BBG 6147, 0; SPECIFICATION: CEE-0063, 0; CLAMP IS USED FOR JOINING 160 MM2 ALUMINIUM (TIGER) AND 161 MM2 COPPER CONTACT WIRE
2	ASSEMBLY; TYPE: PARALLEL CLAMP, APPLICATION: 160 TO 160 MM2, MATERIAL: ALUMINIUM; DRAWING NO: BBG 7987, LA; EQUIPMENT USED ON OHTE

PLEASE SEE ANNEXURE H FOR A DETAILED SPECIFICATION.

11 Respondent's Samples

In this RFQ, only a successful bidder is required to submit samples of the Goods tendered for. The sample(s) must be endorsed with the RFQ number and description, to be forwarded on or before a given deadline date to the following addresse:

**TRANSNET FREIGHT RAIL
MILLSITE**

The preferred bidder should make available a sample of the material to be supplied which will be tested at the manufacturer's workshop. The sample should be supplied within 7 days of being notified. If the sample fails to

comply to the specification, then the bidder can be given a second chance to produce material that complies. Failing which he/she must be disqualified.

12 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.

13 Security clearance

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

14 National Treasury's Central Supplier Database

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Transnet is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

For this purpose, the attached SBD 1 form must be completed and submitted as a mandatory returnable document by the closing date and time of the bid.

15 Tax Compliance

Respondents must be compliant when submitting a proposal to Transnet and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this bid that the tax matters of the successful Respondents be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Respondents tax obligations.

The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

Transnet urges its clients, suppliers and the general public to report any fraud or corruption to
TIP-OFFS ANONYMOUS:



Ethics Helpdesk (Pty) Ltd.
Ethics Management System™

You can choose to be Anonymous or Non-Anonymous on ANY of the platforms
PLEASE RETAIN YOUR REFERENCE NUMBER



AI Voice BoT "Jack"
Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.



What's App
Speak to an Agent via What's App.



Speak to an Agent
Speak to an Agent via the platform with no call or data charge



Telegram
Speak to an Agent via Telegram



**0800 003 056**

**086 551 4153**

**reportit@ethicshelpdesk.com**

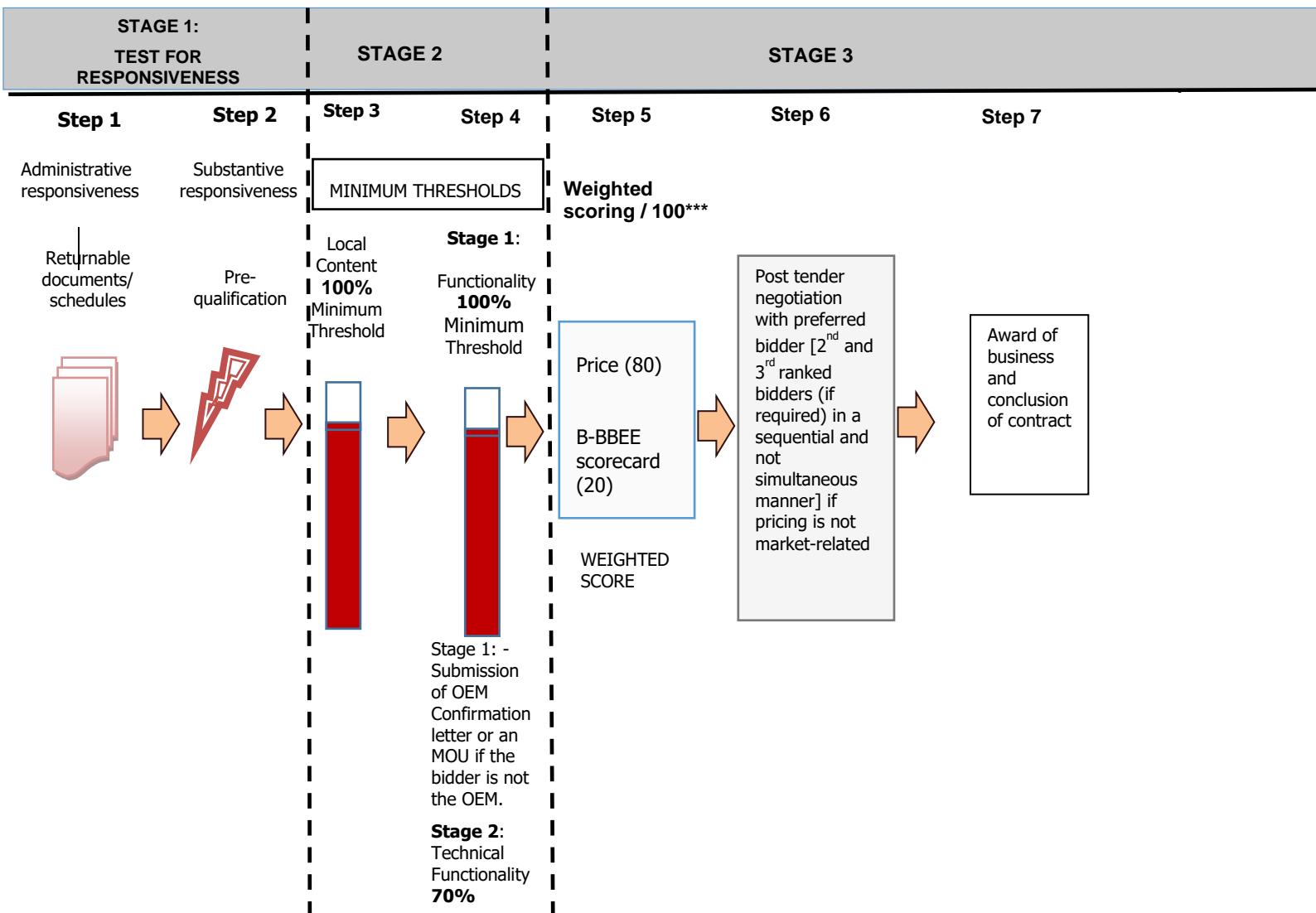
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SECTION 3

EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

16 Evaluation Criteria

Transnet will utilise the following methodology and criteria in selecting a preferred Supplier:



Respondent's Signature

Date & Company Stamp

1.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFQ Reference
<ul style="list-style-type: none"> Whether the Bid has been lodged on time 	
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time 	<i>Section 3</i>
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	<i>Section 3</i>
<ul style="list-style-type: none"> Verify if the Bid document has been duly signed by the authorised respondent 	<i>All sections</i>

The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further pre-qualification

1.2 STEP TWO: Test for Substantive Responsiveness to RFQ

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

Check for substantive responsiveness	RFQ Reference
<ul style="list-style-type: none"> Whether any general pre-qualification criteria set by Transnet, have been met 	<i>All sections including: Section 2 paragraphs 2.2, 4</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer 100%. Failure to complete 100% of the pricing schedule will lead to bid disqualification. 	<i>Section 4 - Quotation Form</i>
<ul style="list-style-type: none"> Section 1: SBD 1 Form 	<i>Section 1</i>
<ul style="list-style-type: none"> Proof of CSD 	

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

1.3 STEP THREE: Minimum Threshold for Local Content

Local Production and Content Threshold	RFQ REFERENCE
<ul style="list-style-type: none"> A minimum threshold of 100% is required for Local Content of Goods offered Powerline Hardware 	<i>Section 2, paragraph 3 Annexures B and C</i>

The test for meeting the Local Content threshold [Step Three] must be passed for a Respondent's proposal to progress to Step Four for further evaluation

- Respondents are to note that Transnet will not round off final Local Content scores for the purposes of determining whether the Local Content threshold has been met.
- A bid that fails to meet the minimum stipulated threshold for local production and content will be regarded as an unacceptable bid.

1.4 STEP FOUR: Minimum Threshold of 100% for Stage 1 and 70% for Stage 2- Technical Criteria and Functional Requirements

The test for the Technical and Functional threshold will include the following:

Stage 1:

- Whether any Technical Pre-qualification set by Transnet have been met as follows**

If a Bidder is an Original Equipment Manufacturer (OEM)/Manufacturer, the Bidder must submit a letter on their company's letterhead, signed or stamped. The letter shall be dated and confirming that they are the OEM/Manufacturer and shall state the items that they will produce/manufacture that are required in the RFQ OR the letter must quote the RFQ number.

- If a Bidder is not an Original Equipment Manufacturer (OEM)/Manufacturer, the Bidder must submit a Memorandum of Understanding (MOU) between the Bidder and the OEM/Manufacturer, which must be on the OEM's/Manufacturer's letterhead stating that they are the OEM/Manufacturer and will supply the bidder with the items stated in the RFQ if successful. The letter should contain the Bidder's company name, it must be signed or stamped by both the Bidder and OEM/Manufacturer. The MOU shall be dated by the OEM/Manufacturer and shall make reference to the RFQ number OR list all the items to be manufactured by the OEM/Manufacturer. TFR reserves the right to confirm the authenticity of the MOU/letter with the OEM/Manufacturer.

Failure to submit the MOU/Authorization letter between the Bidder and the OEM/Manufacturer or an OEM/Manufacturer confirmation letter in the case of where a bidder is a manufacturer will result in a bid being disqualified.

Stage 2: Technical functionality Questionnaire

Assessment of Delivery lead-times. (Annexure I)

Bidders will be allocated a score of zero (0) should they not submit this technical functionality questionnaire. Only bidders that meet the minimum threshold of 70% for will proceed to the next phase of evaluations.

Note: Bidders to note that the delivery lead-time is calculated from the day a Transnet Freight Rail valid Purchase order is issued

Respondents are to note that Transnet will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

Technical Evaluation Criteria	Weightings %
MOU/Authorization letter	100
Delivery Lead-time	70

A Respondent's compliance with the minimum functionality/technical threshold will be measured by their responses to Stage 1 & 2.

Respondents are to note that Transnet will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

The minimum threshold for technical/functionality [Step Three] must be met or exceeded for a Respondent's Proposal to progress to Step Four for final evaluation

1.5 STEP FIVE: Evaluation and Final Weighted Scoring

a) **Price Criteria** [Weighted score 80 points]:

Evaluation Criteria	RFQ Reference
• Commercial offer	Section 4

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Score for the Bid under consideration

Pt = Price of Bid under consideration

$Pmin$ = Price of lowest acceptable Bid

b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 20 points]

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

1.6 STEP SIX: Post Tender Negotiations (if applicable)

- Respondents are to note that Transnet may not award a contract if the price offered is not market-related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
 - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
 - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

1.7 STEP SEVEN: Award of business and conclusion of contract

- Immediately after approval to award the contract has been received, the successful or preferred bidder(s) will be informed of the acceptance of his/their Quotation by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s).

- Otherwise, a final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

17 Validity Period

Transnet requires a validity period of 180 [One Hundred and Eighty] Business Days (21 June 2023) from the closing date of this RFQ, excluding the first day and including the last day.

Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

18 Disclosure of contract information

Johannesburg Stock Exchange Debt Listing Requirements

Transnet may also be required to disclose information relating to the subsequent contract i.e. the name of the company, goods/services provided by the company, the value and duration of the contract, etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.

Domestic Prominent Influential Persons (DPIP) OR Foreign Prominent Public Officials (FPPO)

Transnet is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. Transnet shall not conduct or conclude business transactions, with any Respondents without having:

- Considered relevant governance protocols;
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website <https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
Is the Respondent (Complete with a "Yes" or "No")						
A DPIP/FPPO			Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO	
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active

		Participation)				
1						
2						
3						

Respondents declaring a commercial relationship with a DPIIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIIP or FPPO. This list will include successful Respondents, if applicable.

19 Returnable Documents

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids based on the consequences of non-submission as indicated below:

Mandatory Returnable Documents	<i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ <u>will</u> result in a Respondent's disqualification.</i>
Returnable Documents Used for Scoring	<i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</i>
Essential Returnable Documents	<i>Failure to provide essential Returnable Documents <u>will</u> result in Transnet affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.</i>

All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.

a) Mandatory Returnable Documents

Respondents are required to submit with their bid submissions the following **Mandatory Returnable Documents**, and to confirm submission of these documents by so indicating [Yes or No] in the tables below:

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 1: SBD1 Form	
SECTION 4: Quotation Form with all the items priced.	
ANNEXURE B – Declaration Certificate for Local Production and Content [SBD6.2] (SBD6.2 must be completed and submitted even if a complete Local Content exemption letter from DTI has been obtained)	
ANNEXURE C – Local Content Declaration: Summary Schedule (Annexure C must be completed and submitted even if a complete Local Content exemption letter from DTI has been obtained)	

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
A Local Content exemption letter from DTI (where applicable)	
Proof of CSD Registration	
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 7 of this RFQ.	

b) Returnable Documents Used for Scoring

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **Returnable Documents Used for Scoring** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
<p>Technical Returnable Documents</p> <ul style="list-style-type: none"> •If a Bidder is an Original Equipment Manufacturer (OEM)/Manufacturer, the Bidder must submit a letter on their company's letterhead, signed or stamped. The letter shall be dated and confirming that they are the OEM/Manufacturer and shall state the items that they will produce/manufacture that are required in the RFQ OR the letter must quote the RFQ number. •If a Bidder is not an Original Equipment Manufacturer (OEM)/Manufacturer, the Bidder must submit a Memorandum of Understanding (MOU) between the Bidder and the OEM/Manufacturer, which must be on the OEM's/Manufacturer's letterhead stating that they are the OEM/Manufacturer and will supply the bidder with the items stated in the RFQ if successful. The letter should contain the Bidder's company name, it must be signed or stamped by both the Bidder and OEM/Manufacturer. The MOU shall be dated by the OEM/Manufacturer and shall make reference to the RFQ number OR list all the items to be manufactured by the OEM/Manufacturer. TFR reserves the right to confirm the authenticity of the MOU/letter with the OEM/Manufacturer. <p>Failure to submit the MOU/Authorization letter between the Bidder and the OEM/Manufacturer or an OEM/Manufacturer confirmation letter in the case of where a bidder is a manufacturer will result in a bid being disqualified.</p>	
<p>Annexure I - Delivery Lead-times Scoring Matrix</p> <p>Bidders will score zero (0) should they not submit this technical functionality questionnaire. Only bidders that score a minimum threshold of 70% will proceed to the next Phase of evaluations.</p>	

c) Essential Returnable Documents:

Over and the above the requirements of section (a) and (b) mentioned above, Respondents are further required to submit with their Proposals the following **Essential Returnable Documents** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Valid proof of Respondent's compliance to B-BBEE requirements	
SECTION 5: Certificate of Acquaintance with RFQ Documents	
SECTION 6: RFQ Declaration and Breach of Law Form	
SECTION 7: B-BBEE PREFERENCE POINTS CLAIM FORM	
SECTION 8: Protection of Personal Information	

20 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 valid proof of B-BBEE status, for the duration of any contract emanating from this RFQ. 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 such Agreement immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

SECTION 4
QUOTATION FORM

I/We _____

hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet; and
- any other standard or special conditions embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, 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. I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

Respondent's Signature

Date & Company Stamp

Price Schedule

I/We quote as follows for the goods required, on a "delivered nominated destination" basis, including VAT:

Item	Scope of work	Numeric Quantity	Unit price (ZAR)	Total Price (ZAR)
1	CLAMP; TYPE: FEEDER, DIMENSIONS: AS PER DRAWING, MATERIAL: BI- METALLIC;	900		
2	ASSEMBLY; TYPE: PARALLEL CLAMP, APPLICATION: 160 TO 160 MM2, MATERIAL: ALUMINIUM; DRAWING NO: BBG 7987, LA; EQUIPMENT USED ON OHTE	2800		
TOTAL PRICE EXCL. VAT				R
VAT (15%)				R
TOTAL PRICE INCL. VAT				R

Price quoted on the pricing schedule should be inclusive of all costs

Delivery Lead-Time from date of purchase order: _____ **[days/weeks]**

Respondents are to note that Transnet will round off final pricing scores to the nearest 2 (two) decimal places.

Notes to Pricing:

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-
- (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFQ;
 - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFQ;
 - (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFQ.

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFQ.

- b) All Prices must be quoted in South African Rand, inclusive of VAT
- c) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule will result in a bid being disqualified.
- d) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

ANNEXURE B**SBD 6.2****DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

▪ **General Conditions**

- Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- Regulation 8.(2) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- In terms of Regulation 16(2) of the Preferential Procurement Regulations, 2017, any sector designated and minimum threshold determined for local production and content for purposes of regulation 9 of the 2011 Regulations and in force immediately before the repeal of the 2011 Regulations, are regarded as having been done under regulation 8(1) of the 2017 Regulations.
- Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- A bid will be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
- The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
CLAMP; TYPE: BI-METALLIC;;	100%
ASSEMBLY; TYPE: PARALLEL	100%

- Does any portion of the services, works or goods offered have any imported content?

(***Tick applicable box***)

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

- If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

- Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION (REFER TO ANNEX B OF SATS 1286:2011)

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)
IN RESPECT OF BID NO. CRAC-KGG-39593**

ISSUED BY: TRANSNET SOC LTD
NB

The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names), do hereby declare, in my capacity as of (name of bidder entity), the following:

- The facts contained herein are within my own personal knowledge.
- I have satisfied myself that:
the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	100%
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Returnable Document

SATS 1286.2011

Annex C

MANDATORY RETURNABLE DOCUMENT:
FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE C
WILL RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

NB: THESE SHADED SECTIONS MUST BE COMPLETED BY THE TENDERER

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

(C1)	Tender No.	CRAC-KGG-39593					
(C2)	Tender description:	FOR THE SUPPLY AND DELIVERY OF ASSEMBLY; PARALLEL CLAMP, 160 TO 160 MM2 AND					
(C3)	Designated product(s)	STEEL POWER PYLONS SECTOR					
(C4)	Tender Authority:	TRANSNET FREIGHT RAIL					
(C5)	Tendering Entity name:						
(C6)	Tender Exchange Rate: Select/Amend to reflect the applicable foreign currency	PULA		EU		GBP	
(C7)	Specified local content 100%						

Calculation of local content

Tender summary

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
1	CLAMP; TYPE: FEEDER, DIMENSIONS: AS PER DRAWING, MATERIAL: BI-METALLIC;										
2	ASSEMBLY; TYPE: PARALLEL CLAMP, APPLICATION: 160 TO 160 MM2, MATERIAL: ALUMINIUM; DRAWING NO:										

(C20) Total tender value R 0,00

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Signature of tenderer from Annex B

X

Date:

Respondent's Signature

Date & Company Stamp

Annex D											SATS 1286.2011		
NB: THESE SHADED SECTIONS MUST BE COMPLETED BY THE TENDERER													
ESSENTIAL RETURNABLE DOCUMENT: FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE D MAY RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED													
Imported Content Declaration - Supporting Schedule to Annex C													
(D1)	Tender No.	CRAC-KGG-39593								Note: VAT to be excluded from all calculations			
(D2)	Tender description:	FOR THE SUPPLY AND DELIVERY OF ASSEMBLY; PARALLEL CLAMP, 160 TO 160 MM2 AND CLAMP; FEEDER, BI-METAL											
(D3)	Designated Products:	STEEL POWER PYLONS SECTOR											
(D4)	Tender Authority:	TRANSNET FREIGHT RAIL											
(D5)	Tendering Entity name:												
(D6)	Tender Exchange Rate:	Pula		EU		900%	GBP		1200%				
A. Exempted imported content													
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value		
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)		
(D19) Total exempt imported value										R			
This total must correspond with Annex C - C 21													
B. Imported directly by the Tenderer													
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value		
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)		
(D32) Total imported value by tenderer										R			
C. Imported by a 3rd party and supplied to the Tenderer													
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value		
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)		
(D45) Total imported value by 3rd party										R			
D. Other foreign currency payments													
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange							Summary of payments		
(D46)	(D47)	(D48)	(D49)	(D50)							Local value of payments		
											(D51)		
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party										R			
Signature of tenderer from Annex B												(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above	
Date:													
This total must correspond with Annex C - C 23													

Respondent's Signature

Date & Company Stamp

Returnable Document

SATS 1286.2011																																																																							
Annex E																																																																							
NB: THESE SHADED SECTIONS MUST BE COMPLETED BY THE TENDERER																																																																							
ESSENTIAL RETURNABLE DOCUMENT: FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE E MAY RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED																																																																							
Local Content Declaration - Supporting Schedule to Annex C																																																																							
(E1)	Tender No.	CRAC-KGG-39593	Note: VAT to be excluded from all calculations																																																																				
(E2)	Tender description:	FOR THE SUPPLY AND DELIVERY OF ASSEMBLY; PARALLEL CLAMP, 160 TO 160 MM																																																																					
(E3)	Designated products:	POWERLINE HARDWARE																																																																					
(E4)	Tender Authority:	TRANSNET FREIGHT RAIL																																																																					
(E5)	Tendering Entity name:																																																																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%; background-color: black; color: white;">Local Products (Goods, Services and Works)</th> <th style="width: 55%;">Description of items purchased</th> <th style="width: 20%;">Local suppliers</th> <th style="width: 10%;">Value</th> </tr> <tr> <th></th> <th style="text-align: center;">(E6)</th> <th style="text-align: center;">(E7)</th> <th style="text-align: center;">(E8)</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr> <td colspan="3" style="text-align: right;">(E9) Total local products (Goods, Services and Works)</td> <td>R: -</td> </tr> </tbody> </table>				Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value		(E6)	(E7)	(E8)																																																									(E9) Total local products (Goods, Services and Works)			R: -
Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value																																																																				
	(E6)	(E7)	(E8)																																																																				
(E9) Total local products (Goods, Services and Works)			R: -																																																																				
(E10)	Manpower costs	(Tenderer's manpower cost)	R: -																																																																				
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R: -																																																																				
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	R: -																																																																				
(E13) Total local content			R: -																																																																				
			This total must correspond with Annex C - C24																																																																				
Signature of tenderer from Annex B X																																																																							
Date:																																																																							

Respondent's Signature

Date & Company Stamp

SECTION 5

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFQ. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, Transnet will recognise no claim for relief based on an allegation that the Respondent overlooked any such term or condition or failed properly to take it into account in calculating tendered prices or any other purpose:

1. Transnet's General Bid Conditions
2. Standard RFQ Terms and Conditions for the supply of Goods or Services to Transnet
3. Transnet's Supplier Integrity Pact
4. Non-disclosure Agreement

Note: Should a Respondent be successful and awarded the bid, they will be required to complete a Supplier Declaration Form for registration as a vendor onto the Transnet vendor master database.

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFQ unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. 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. A material deviation from the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim or cause of action based on an allegation that any aspect of this RFQ was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFQ documents included in the RFQ as a returnable document, is found not to be true and/ or complete in every respect.

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 6

RFQ DECLARATION AND BREACH OF LAW 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 RFQ Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Quotation [**RFQ**];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. At no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity Pact which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
6. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner;
7. 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 Transnet including any person who may be involved in the evaluation and/or adjudication of this Bid;
8. We declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet;
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFQ; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

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

ADDRESS:

Indicate nature of relationship with Transnet:

*[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet]. **Information provided in the declarations may be used by Transnet and/or its affiliates to verify the correctness of the information provided.***

11. 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.

BIDDER'S DISCLOSURE (SBD4)

12 PURPOSE OF THE FORM

- 12.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 12.2 Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

13 Bidder's declaration

- 13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

- 13.1.1. If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 13.2 Do you, or any person connected with the bidder, have a relationship with

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

any person who is employed by the procuring institution?

YES/NO

13.2.1. If so, furnish particulars:

.....
.....

13.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

13.3.1. If so, furnish particulars:

.....
.....

14 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

14.1 I have read and I understand the contents of this disclosure;

14.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive bidding.

14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

14.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

¹ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

14.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 12, 13 and 14 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

BREACH OF LAW

12. We further hereby certify that *I/we **have/have not been*** [delete as applicable] 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. This includes the imposition of an administrative fine or penalty.

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____

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____

SECTION 7

B-BBEE PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Either the 80/20 preference point system will be applicable to this tender.
- 1.4 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.5 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.6 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment

Act;

- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"** means:
 - 1) B-BBEE status level certificate issued by an unauthorised body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small EEnterprise in terms of a Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{\min} = Comparative price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6

7	4
8	2
Non-compliant contributor	0

4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME ¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 6.1

6.1 B-BBEE Status Level of Contribution: . =(maximum of 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

¹ In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a Sworn Affidavit as the generic codes are not applicable to them.

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraphs 4.1 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

SECTION 8**PROTECTION OF PERSONAL INFORMATION**

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.(“POPIA”):

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFQ, the Responsible party is “Transnet” and the Data subject is the “Respondent”. Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFQ and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFQ, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFQ (physically, through a computer or any other form of electronic communication).
9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all

necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFQ, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFQ and further confirming that they are aware of their rights in terms of Section 5 of POPIA.

Respondents are required to provide consent below:

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

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFQ is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: _____

Should a Respondent have any complaints or objections to processing of its personal information, by Transnet, the Respondent can submit a complaint to the Information Regulator on <https://www.justice.gov.za/inforeg/>, click on contact us, click on complaints.IR@justice.gov.za

SECTION 9:**PROTECTION OF PERSONAL INFORMATION**

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA"):
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement, the Operator is (Respondent) and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.
7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all

necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.

10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

The Operator is required to provide confirmation that all measures in terms of the POPIA are in place when processing personal information and the information of a third party received from Transnet:

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

13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

Signature of Respondent's authorised representative: _____

Should a Respondent have any complaints or objections to processing of its personal information, by Transnet, the Respondent can submit a complaint to the Information Regulator on <https://www.justice.gov.za/infoereg/>, click on contact us, click on complaints.IR@justice.gov.za

SECTION 10
STANDARD RFQ TERMS AND CONDITIONS FOR THE
SUPPLY OF GOODS OR SERVICES TO TRANSNET

A Supplier/Service Provider shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). A Quotation 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. A material deviation from the Standard Terms and Conditions could result in disqualification of a Quotation.

1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [**Terms** and each **Term**] and Transnet's purchase order(s) [**Order** or **Orders**] represent the only conditions upon which Transnet SOC Ltd [**Transnet**] procures goods [**the Goods**] or services [**the Services**] specified in the Order from the person to whom the Order is addressed [**the Supplier/Service Provider**]. Transnet does not accept any other conditions which the Supplier/Service Provider may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

2 CONFORMITY WITH ORDER

An Order shall only be valid if it is reduced to writing and issued by a duly delegated official. Goods/Services shall conform strictly with the Order. The Supplier/Service Provider shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier/Service Provider warrants that the Goods/Services shall be fit for their purpose and of satisfactory quality.

3 DELIVERY AND TITLE

- 3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's/Service Provider's obligations under the Order.
- 3.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.
- 3.3 If on delivery, the Goods/Services do not conform to the Order, Transnet may reject the Goods/Services and the Supplier/Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Goods/Services at the Supplier's/Service Provider's expense within the specified delivery times, without any liability due by Transnet.

4 PRICE AND PAYMENT

- 4.1 Prices specified in an Order cannot be increased. Payment for the Goods/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end

statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.

- 4.2 Payment of the Supplier's/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

5 PROPRIETARY RIGHTS LIABILITY

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Goods/Services or any written material provided to Transnet relating to any Goods/Services or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier/Service Provider hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier/Service Provider following a design or process originated and furnished by Transnet. The Supplier/Service Provider shall either

- a) procure for Transnet the right to continue using the infringing Goods; or
- b) modify or replace the Goods/Services so that they become non-infringing,

provided that in both cases the Goods/Services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier/Service Provider may remove, with Transnet's prior written consent, such Goods/Services and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier/Service Provider shall have no liability in respect of any continued use of the infringing Goods/Services after Supplier's/Service Provider's prior written request to remove the same.

6 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier/Service Provider and any information relating to Transnet's business which may have come into the Supplier's/Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Service Provider as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier/Service Provider shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

7 PUBLICITY

The Supplier/Service Provider shall not name Transnet or use its trademarks, service marks [whether registered or not] or Goods in connection with any publicity without Transnet's prior written consent.

8 TERMINATION OF ORDER

- 8.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Supplier/Service Provider or the Supplier/Service Provider commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier/Service Provider when such work on the Order shall stop.
- 8.2 Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.
- 8.3 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- 8.4 If the Goods or Services are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Goods or any damage caused due to the failure or delay in the delivery.

9 ACCESS

The Supplier/Service Provider shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's/Service Provider's employees. The Supplier/Service Provider shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

10 WARRANTY

The Supplier/Service Provider warrants that it is competent to supply the Goods/Services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Goods/Services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to *[inter alia]* the Goods/Services in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier/Service Provider hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

11 INSOLVENCY

If the Supplier/Service Provider shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier/Service Provider compounds with its creditors or passes a

resolution for the writing up or administration of the Supplier/Service Provider, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

12 SUBCONTRACTING

- 12.1 The Supplier/Service Provider may only enter into a subcontracting arrangement with the approval of Transnet. If the Supplier/Service Provider subcontracts a portion of the contract to another person without declaring it to Transnet, Transnet must penalise the Supplier up to 10% of the value of the contract.
- 12.2 Should Transnet approve the Supplier/Service Provider's subcontracting arrangement, the Supplier/Service Provider and not the sub-contractor will at all times be held liable for performance in terms of its contractual obligations.
- 12.3 The Supplier/Service Provider may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the Supplier/Service Provider, unless the contract is subcontracted to an Exempted Micro Enterprise (EME) that has the capability and ability to execute the subcontract.

13 ASSIGNMENT

The Supplier/Service Provider shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

14 DATABASE OF RESTRICTED SUPPLIERS

- 14.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Bid shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.
- 14.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 14.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website
- 14.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 14.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

14.6 A supplier or contractor to Transnet may not subcontract any portion of the contract to a restricted company.

14.7 Grounds for restriction include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:

Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;

has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;

has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;

has offered, promised or given a bribe in relation to the obtaining or execution of the contract;

has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;

has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:

- he made the statement in good faith honestly believing it to be correct; and
- before making such statement he took all reasonable steps to satisfy himself of its correctness;

has submitted false information regarding any other matter required in terms of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act which will affect the evaluation of a Bid or where a Bidder has failed to declare any subcontracting arrangements;

caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;

has litigated against Transnet in bad faith.

14.8 Transnet recognizes that trust and good faith are pivotal to its relationship with its suppliers/service providers. When a dispute arises between Transnet and its supplier/service provider, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad

faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) Vexatious proceedings. These are frivolous proceedings which have been instituted without proper grounds;
- b) Perjury. Where a supplier/service provider commits perjury either in giving evidence or on affidavit;
- c) Scurrilous allegations. Where a supplier/service provider makes allegations regarding a senior Transnet employee which are without a proper foundation, scandalous, abusive or defamatory.
- d) Abuse of court process. When a supplier/service provider abuses the court process in order to gain a competitive advantage during a bid process.

14.9 Where any person or Enterprise has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 Years, such person/Enterprise may also be restricted. Serious breaches of the law would include but are not limited to corruption, fraud, theft, extortion, or contraventions of the Competition Act 89 of 1998 (e.g. collusive tendering). This process excludes minor convictions such as traffic offences or personal disagreements between parties which have no bearing on the business operations of the person or Enterprise.

15 NOTICES

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

16 LAW

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier/Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier/Service Provider does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

17 GENERAL

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 5, 6, 7, 8, 9, 12 and 18. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights

under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

18 COUNTERPARTS

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

Respondent's Signature

Date & Company Stamp

SECTION 11

SUPPLIER DECLARATION FORM

Transnet Vendor Management has received a request to load / change your company details onto the Transnet vendor master database. Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents as per Appendix V to the Transnet Official who is intending to procure your company's services / products, to enable us to process this request. Please only submit the documentation relevant to your request.

Please Note: Effective **1 April 2016** all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury's Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

General Terms and Conditions:

Please Note: Failure to submit the relevant documentation will delay the vendor creation / change process.

Where applicable, the respective Transnet Operating Division processing your application may request further or additional information from your company.

The Service Provider warrants that the details of its bank account ("the nominated account") provided herein, are correct and acknowledges that payments due to the Supplier will be made into the nominated account. If details of the nominated account should change, the Service Provider must notify Transnet in writing of such change, failing which any payments made by Transnet into the nominated account will constitute a full discharge of the indebtedness of Transnet to the Supplier in respect of the payment so made. Transnet will incur no liability for any payments made to the incorrect account or any costs associated therewith. In such an event, the Service Provider indemnifies and holds Transnet harmless in respect of any payments made to an incorrect bank account and will, on demand, pay Transnet any costs associated herewith.

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (where applicable), as EMEs and QSEs (QSEs with more than 51% ownership) are only expected to supply an affidavit as per (Appendix D and E). These affidavits must be resubmitted on an annual basis as failure to do so may result in the supplier's account being temporarily suspended.

In addition, please note of the following very important information:

1. If your annual turnover is less than R10 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 certified signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company AND / OR B-BBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), or a sworn Affidavit should you feel you will be able to attain a better B-BBEE score. (Appendix D).

2. If your annual turnover is between R10 million and R50 million, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific B-BBEE level based on any 4 of the 7 elements of the B-BBEE score-card, please include your B-BBEE certificate in your submission as

confirmation of your status. Or if the Supplier is a QSE with More than 51% black owned, they can submit a sworn affidavit (Appendix E).

Please Note: B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).

3. If your annual turnover exceeds R50 million, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific B-BBEE level based on all seven elements of the B-BBEE generic score-card. Please include your B-BBEE certificate in your submission as confirmation of your status.

Please Note: B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).

4. The supplier to furnish proof to the procurement department as required in the Fourth Schedule of the Income Tax Act. 58 of 1962 whether a supplier of service is to be classified as an "employee", "personal service provider" or "labour broker". Failure to do so will result in the supplier being subject to employee's tax.

5. No payments can be made to a vendor until the vendor has been registered / updated, and no vendor can be registered / updated until the vendor application form, together with its supporting documentation, has been received and processed. No payments can be made to a vendor until the vendor has met / comply with the procurement requirements.

6. From 01 May 2015 only B-BBEE certificates issued by SANAS accredited verification agencies will be valid.

APPENDIX A

Supplier Declaration Form

Important Notice: Effective 1 April 2016 all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

CSD Number (MAAA xxxxxxxx):

Company Trading Name						
Company Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Foreign International	Foreign Branch Office	

Did your company previously operate under another name?					Yes		No	
If YES state the previous details below:								
Trading Name								
Registered Name								
Company Registration No Or ID No If a Sole Proprietor								
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor		
	Non-profit	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt		
	Educational Institution	Specialised Profession	Financial Institution	Foreign International	Foreign Branch Office			

Your Current Company's VAT Registration Status	
VAT Registration Number	
If Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status	
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.	

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

Company Physical Address		
	Code	
Company Postal Address		
	Code	
Company Telephone number		
Company Fax Number		
Company E-Mail Address		

Respondent's Signature

Date & Company Stamp

Company Website Address	
-------------------------	--

Company Contact Person Name	
Designation	
Telephone	
Email	

Respondent’s Signature

Date & Company Stamp

Is your company a Labour Broker?		Yes		No	
Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc.					
How many personnel does the business employ?		Full Time		Part Time	
Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.					

Most recent Financial Year's Annual Turnover	<R10Million		>R10Million <R50Million		>R50Million	
--	-------------	--	----------------------------	--	-------------	--

Does your company have a valid B-BBEE certificate?				Yes		No	
What is your Broad Based BEE status (Level 1 to 9)							
Majority Race of Ownership							
% Black Ownership		% Black Women ownership		% Black Disabled person(s) ownership		% Black Youth ownership	
Please Note: Please provide proof of B-BBEE status as per Appendix V. If you qualify as an EME or QSE then provide an affidavit following the examples provided in Appendix III and IV respectively. If you have indicated Black Disabled person(s) ownership, then provide a certified letter signed by a physician, on the physician's letterhead, confirming the disability.							

By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct			
Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oaths			
Name		Date	
Signature		Telephone No	

Appendix B

Example of an Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare that
_____ is not a registered VAT vendor
and is not required to register as a VAT vendor because the combined value of taxable supplies made by the provider in
any 12 month period has not exceeded or is not expected to exceed R1million threshold, as required in terms of the Value
Added Tax Act.

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

Thus signed and sworn to before me at _____ on this the _____ day of _
_____ 20_____,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit, and that he/she has no
objection to taking the prescribed oath, which he/she regards binding on his/her conscience and that the allegations
herein contained are all true and correct.

Commissioner of Oaths

Appendix C

Example of an Affidavit or Solemn Declaration as to number of employees

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare that
_____ employs three or more full time employees, which
employees are engaged in the business of rendering the services of the organisation and are not connected persons as
defined in the Income Tax Act.

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

Thus signed and sworn to before me at _____ on this the _____ day of _
_____ 20_____,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit, and that he/she has no
objection to taking the prescribed oath, which he/she regards binding on his/her conscience and that the allegations
herein contained are all true and correct.

Commissioner of Oaths

ANNEXURE H: DRAWING/SCOPE OF WORK

Respondent's Signature

Date & Company Stamp

CEE 0063 Issue 2021.1



TECHNOLOGY MANAGEMENT

SPECIFICATION

SPECIFICATION FOR NON—FERROUS MATERIALS FOR ITEMS USED ON OVERHEAD TRACK EQUIPMENT

Author: Chief Engineering Technician W J Schoeman
Technology Management

Approved/Authorised: Principal Engineer S E Sibande
Technology Management

Date: 16 April 2021

Circulation Restricted To:
Transnet and Relevant Third Parties

"I acknowledge that this application contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By accessing/using this application, I consent to the processing of my personal information in accordance with the requirements of the Act. I acknowledge that I cannot unreasonably withhold my consent. I acknowledge that the purpose for processing my personal information is in terms of this application."

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LIST OF AMENDMENTS TO THE SPECIFICATION

Version No.	Date Issued	Clause No.	Page No.	Remarks
	26/09/2014			Updated format. Remove DZR brass as material type. Inserted a Cu-Ni-Si material specification. Included Stainless steel as alternative material for bolts and nuts. Updated Drawing list.
	28/03/2019			Updated format. Changed Cu-Ni-Si material composition to IEC standard CW112. Added Aluminium and Bi-metal material specifications. Removed Copper Alloy bolts and screws from table 1. Removed redundant references. Changed details of testing, removed billet testing and included finished product testing. Updated Drawing list in appendix. Removed tensile testing due to restriction on testing to SANS 6892-1 – completed product dimensions too small.
	February 2021	2 6 8 9 10 13	4.0 5.4 8.0 9.0 15.0	Updated format. Added Background. Standardize Hardness on Aluminium clamps. Updated Additional Information Required. Changed Required control test pieces. Updated Method Of Tendering. Added Annexure A & B.
	April 2021	8	6.2.1	Replace N-m with kN

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Respondent's Signature

Date & Company Stamp

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1.0 SCOPE

- 1.1 This specification details Transnet Freight Rail's requirements for the supply of non-ferrous items for conductive clamps/splices/clips used in the Overhead Traction Equipment (OHE) such as:

- a) Contact wire splicers,
- b) Contact wire swivel clips,
- c) Parallel clamps,
- d) Feeder clamps,
- e) Bi-metal clamps,
- f) Runner clamps,
- g) Dropper clips.

This specification must be read in conjunction with each individual item's drawing specified in Appendix 1

- 1.2 Appendix 1 contains a table of component drawings. Note that additional drawings may exist that is not in the list. Conductive items not mentioned above may reference this specification. Any drawing referencing this specification without specifying the type of material, must by default be accepted to refer to Cu-Ni-Si as the material type. If any confusion exist written conformation must be requested from Transnet Freight Rail – Technology Management Electrical department.
- 1.3 This specification contains schedule of requirements (Annexure A) which must be completed by the relevant Transnet Representative.
- 1.4 This specification contains technical datasheet (Annexure B) which must be completed by the tenderer and must be submitted as part of the tender documents.

2.0 BACKGROUND

- 2.1 The overhead track equipment (OHE) is supply by a 3kV DC, 25kV AC and 50kV systems. Various non-ferrous clamps (Aluminium, copper and conductive alloys) are used to connect the different types of overhead conductors with each other.

3.0 NORMATIVE REFERENCES

Unless otherwise specified all materials used, equipment developed and supplied shall comply with the latest edition of the relevant British Standards (BS EN), International Organization for Standardization (ISO), ASTM International (American Society for Testing and Material). South African National Standards (SANS) or Transnet publications.

3.1 BS-EN STANDARDS:

- 3.1.1 BS EN 573-3 Aluminium and aluminium alloys – Chemical composition and form of wrought products.
- 3.1.2 BS EN 12165 Copper and copper alloys – Wrought and unwrought forging stock.

3.2 ASTM INTERNATIONAL

- 3.2.1 ASTM A240 Standard Specification for Chromium and Chromium –Nickel Stainless Steel Plate, Sheet and Strip for Pressure Vessels and for General Applications.

3.3 ISO STANDARD:

- 3.3.1 ISO 2859 Sampling procedures for inspection by attributes.

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- 3.3.2 ISO 9001 Quality Management systems
- 3.4 SANS STANDARD:**
- 3.4.1 SANS 1700-1-1 Fasteners Part 1: Terminology and nomenclature Section 1: Bolts, screws, nuts and accessories
- 3.4.2 SANS 1700-5-8 Fasteners Part 5: General requirements and mechanical properties Section 8: Mechanical properties of corrosion-resistant stainless-steel fasteners - Bolts, screws and studs
- 3.4.3 SANS 6506 Metallic materials - Brinell hardness test

4.0 SERVICE CONDITIONS**4.1 ENVIRONMENTAL CONDITIONS**

- Altitude: 0 - 1800 m above sea level
- Relative humidity: 10% to 90%
- Ambient temperature: -10° C to +55° C
- Wind pressure: 750 Pa
- Lightning conditions: 20 ground flashes/km2 per annum
- Pollution: Heavily salt laden with industrial pollutants including diesel- electric locomotive emissions.

4.2 MECHANICAL SERVICE CONDITIONS

- 4.2.1 OHTE will be subjected to intermittent vibrations due to train traffic on the rail system. All fastening components should be chosen accordingly.

4.3 ELECTRICAL SERVICE CONDITIONS

- 4.3.1 Unless otherwise specified on component drawings, components will be installed on either 3kVDC, 25 kV AC or 50 kV AC overhead traction power systems.

5.0 TECHNICAL REQUIREMENTS- MATERIAL**5.1 MATERIAL**

- 5.1.1 For conductive purposes materials used are Copper, Copper Alloy (Cu-Ni-Si), Aluminium, Aluminium Alloy and stainless steel. Nuts, bolts and washers completing component assemblies shall be of stainless steel.

5.2 COPPER

- 5.2.1 Pure copper is used only for bi-metallic liners on aluminium to date. The material specification shall be on the component drawing.

5.3 Cu-Ni-Si (COPPER ALLOY)

- 5.3.1 The material used in the manufacture of all fittings of a Copper-Nickel-Silicon alloy (Cu-Ni-Si) shall have the chemical composition and mechanical properties specified hereunder:

Table 1: Composition to CW112C of BS EN 12165

Composition	All Cu-Ni-Si items
Nickel	2.6 – 4.5 %
Silicon	0.8 – 1.3 %
Others Total	0.5 % (maximum)
Copper	Remainder minimum of 93.7

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Table 2. Mechanical Properties

Mechanical Properties	All Cu-Ni-Si items
Hardness [HB]	170 (minimum) for splicers, 130 (minimum) for bi-metal clamps, 150 (minimum) all other items.

- 5.3.2 In order to obtain the mechanical properties specified in clauses 5.3.1 above, the alloy specified requires heat treatment which shall be determined by the manufacturer.
- 5.3.3 Each batch shall be marked for identification and recorded on related records as per ISO 9001.
- 5.3.4 The control test pieces representing the finished product in the fully heat-treated condition shall have the mechanical properties as stipulated in clause 5.3.1.

5.4 ALUMINIUM

- 5.4.1 The material used in the manufacture of all fittings of an Aluminium shall have the chemical composition and mechanical properties specified for EN AW - 6063 grade Aluminium according to BS EN 573-3. Additional electrical and mechanical properties may be specified on component drawings.

Table 3: Composition to 6063 of BS EN 573-3

Composition	All Aluminium items
Magnesium	0.45 – 0.90 %
Silicon	0.2 – 0.6 %
Iron	< 0.35 %
Others Total	0.65 % (maximum)
Aluminium	Remainder minimum of 97.5

Table 4: Mechanical Properties

Mechanical Properties	All Aluminium items
Hardness [HB]	50 (minimum)

- 5.4.2 Aluminium grade 6063 has various equivalent specifications, the following standard is known to be equivalent:
- (The Aluminium Association) AA 6063
 - Numerous equivalent standards exist as long as the properties of table 3 and 4 are met these standards may be used at the manufacturers risk.
- 5.4.3 In order to obtain the mechanical properties specified in clauses 5.4.1 above, the tempering of the aluminium which be determined by the manufacturer.
- 5.4.4 Each batch shall be marked for identification and recorded on related records as per ISO 9001
- 5.4.5 The control test pieces representing the finished product in the fully heat-treated condition shall have the mechanical properties as stipulated in clause 5.4.1.
- 5.5 ALUMINIUM ALLOY FOR BI METAL CLAMPS**
- 5.5.1 An aluminium alloy is used for bi-metal clamps with an aluminium body and copper liner. The material used in the manufacture of bi-metal clamps shall be based on EN AW - 6063 grade aluminium with additives to facilitate fusion of the copper inserts. Additional electrical and mechanical properties may be specified on component drawings.

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Table 5: Composition of Aluminium alloy based on 6063 of BS EN 573-3

Composition	All Aluminium items
Magnesium	0.45 – 1.5 %
Silicon	0.5 – 1.2 %
Copper	0.5 – 1.5 %
Iron	< 0.5 %
Zinc	<0.5 %
Manganese	<0.2%
Others Total	0.8 % (maximum)
Aluminium	Remainder minimum of 93.8%

Table 6. Mechanical Properties

Mechanical Properties	All Aluminium items
Hardness [HB]	50 (minimum)

- 5.5.2 Aluminium grade 6063 has various equivalent specifications, see clause 5.4.2 of this specification.
- 5.5.3 In order to obtain the mechanical properties specified in clauses 5.5.1 above, the tempering of the aluminium alloy which be determined by the manufacturer.
Each batch shall be marked for identification and recorded on related records as per ISO 9001.
- 5.5.4 The control test pieces representing the finished product in the fully heat-treated condition shall have the mechanical properties as stipulated in clause 5.5.1.
- 5.6 BOLTS, NUTS AND WASHERS**
- 5.6.1 Unless otherwise specified on the component drawing all bolts, nuts and washers shall be of material type stainless steel.
- 5.6.2 The hexagon headed bolts and nut shall comply with the requirements of SANS 1700-1 for definition, SANS 1700-5-8 specifies applicable designation of the stainless steel bolts.
- 5.6.3 The material type for bolts and nuts are Stainless Steel to specification ASTM 240 Grade 304. Where stainless steel bolts and nuts are used, a different grade of stainless steel nuts must be used to prevent the bolt and nut to cease up. ASTM 240 Grade 316 is recommended for the nut, however testing will be done to check for seizure of nuts and bolts.
Torque values for parallel clamp and feeder clamps 50 N-m thus all bolts and screws must be able to withstand 75 N-m. Runner clamps torque values are 40 N-m thus all bolts and screws must be able to withstand 60 N-m.
- 5.6.4 The bolts supplied with the 161 mm² and 107 mm² contact wire splicer shall be able to withstand a torque of 67 N-m. and 46 N-m. respectively, plus a safety factor of 1,5.
- 5.6.5 The manufacturer must ensure the length of the bolts is suitable in the application with the standard 2.5 treads free after assembly.
- 5.6.6 Unless otherwise specified all lock washers shall be internally toothed stainless steel washers. For contact wire splices see clause 6.2.3 of this document for washers.
- 6.0 DESIGN**
- 6.1 GENERAL DESIGN**
- 6.1.1 The various items as called for in the enquiry shall be designed in accordance with the relevant drawings as listed in Appendix 1.

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6.1.2 The items shall be designed to the dimensions given on the drawings. Additional design requirements may appear on the drawings and must be adhered to.

6.1.3 Hot and cold forging is acceptable as long as the appropriate tempering is done to achieve the mechanical requirements weather stated in this specification or on the relevant drawing.

6.2 DESIGN OF CONTACT WIRE SPLICES

6.2.1 The contact wire splicer shall be suitable for joining two contact wires (to CEE-0241 and BBD 7267) in such a manner to achieve an ultimate tensile strength of 52,4 kN in the case of 161 mm² contact wire and 38,5 kN in the case of 107 mm² contact wire when fully assembled with two short pieces of contact wire.

6.2.2 Contact wire splices in their assembled form will be torqued to 67 N-m. for 161 mm² Cu and 46 N-m for 107 mm² Cu.

6.2.3 Contact wire splices shall be fitted with wedge lock washers that:

- i. Are anti-vibration system ensuring no loosening in bolted joints
- ii. Consists of two wedge washers with external serrations
- iii. Material type stainless steel

6.2.4 Two approved manufacturers Nord Lock and Heico-Lock. Alternative manufacturers product must be first be tested and approved by Transnet Technology Management Quality Assurance

6.2 DESIGN BI-METALLIC CLAMPS

6.2.1 Bi-metallic clamps (Cu-Ni-Si with an Aluminium liner of Aluminium alloy with Copper liner) will be forged such that the liner is permanently forged to the half clamp body. No lose plates will be allowed.

6.2.2 Liner material should be at least 3mm thick for aluminium and 2mm for copper.

6.2.3 All bi-metal clamps require permanently forged liners that cannot be forcefully removed. Where necessary grooves in the clamp body may be used to improve the adhesion of the liner. No loose liners will be acceptable.

6.3 DESIGN ALUMINIUM CLAMPS

6.3.1 All aluminium and aluminium alloy clamps will have a counter sunk hex shape for the size nut specified in the drawing. It is required to enable only requiring one tool to torque the bolts during installation.

7.0 DETAILS OF REQUIREMENTS

7.1 Details of the type, size and quantity of the various items required will be furnished in the enquiry.

7.2 The relevant drawing will provide critical dimension per component.

7.3 All components must be delivered assembled with their relevant bolts, nuts and washers unless otherwise specified on the component drawings, the grade of bolts and nuts should suit the application.

7.4 Any discrepancy in requirement between the specification, component drawing or store item description, must be reported to Transnet's supply chain services (SCS) and Technology Management. A written clarification must be obtained from Technology Management Electrical department on the requirement.

8.0 ADDITIONAL INFORMATION AT TENDERING STAGE

8.1 Tenderers shall provide the source of supply of the alloy material. (Raw material)

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8.2 Tenderers shall provide the name of the manufacturer (OEM) of the items as asked for in the enquiry.

9.0 TESTING AND INSPECTIONS

9.1 Transnet reserves the right to be present at all tests and inspections as called for in this clause.

9.2 The responsibility of arranging the tests called for in this clause rests with the successful tenderer.

9.3 All tests will be witnessed by Transnet Freight Rail's Technology Management (Electrical) department. Inspections will take place at the manufacturer's premises or suitable test facility, and must be organized well in advance (2 weeks prior).

9.4 Test and inspection must be conducted on each batch.

9.5 Two of the control test pieces of each batch of the complete component after heat treatment, shall be tested as detailed in SANS 6506 to verify the mechanical properties, referred to in clauses 5.3, 5.4 and 5.5, of the material of the finished product.

9.6 A Transnet Freight Rail, Technology Management (Electrical) department representative may request for any additional test deemed necessary to ensure compliance.

9.7 Test certificates in respect of these tests (9.5), shall be submitted to Transnet Freight Rail's Technology Management (Electrical), and shall state the following:

- i. Chemical composition, verified by a SANAS/ILAC metallurgical accredited laboratory,
- ii. Mechanical properties,
- iii. Batch identification number.

9.8 Some components require a conductivity test and will be tested to the limits specified on the component's drawing.

9.9 For high tensile components such as splicers at least 1% of each batch of the splicers will be assembled and tested for tensile strength. For other component a minimum of two samples will be tested.

9.10 Tensile testing of splices, the splices will be assembled as follow:

- i. Splices from clause 9.9 will be torqued from the centre bolt outward on both sides. (Torque values clause 6.2.2)
- ii. Ten (10) light mallet blows will be delivered to the assembled splice.
- iii. Splice will be re-torqued again to clause 9.10. This whole process repeats three (3) times.
- iv. Tensile testing of clause 6.2.1 will be conducted on the assembled splices.

9.11 All conductive components with bolt assemblies will have at least 2 samples per batch assembled and torqued to the stamped torque value, three times. Each component will be inspected for fractures and deformation.

9.12 Complete assemblies will be checked for seizure of nuts and bolts.

9.13 Transnet Freight Rail reserves the right to call for a further two control test pieces to be submitted to the Transnet Freight Rail Technology Management (Electrical).

9.14 These samples and test pieces, when called for in clause 9.13, shall be specifically marked for positive identification with their associated heat-treatment batches and test certificates and shall be subjected to all tests called for in this specification.

9.15 All samples submitted for test purposes shall be excluded from those supplied in terms of the contract quantities.

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10.0 MARKINGS

The items shall be permanently marked, where one item consist of more than one article each article must be permanently marked, with the following.

- 10.1 TRANSNET or the Transnet logo.
- 10.2 Wire size as indicated on the relevant drawings (except swivel clip stems).
- 10.3 A dated batch number.
- 10.4 Manufacturers name or logo.
- 10.5 Torque values for assemblies marked as: "Torque = <value> Nm" on larger pieces and where space is restricted "T = <value> Nm" where value is the required torque value. Splices must be marked with "Torque 3 x <value> Nm".

11.0 DOCUMENTATION REQUIREMENTS

- 11.1 Drawings and technical documentation shall be submitted with tender.
- 11.2 The manufacturer must provide one soft copy and two hard copies of the technical specification.
- 11.3 The manufacturer must provide one soft and two hard copy of the method of installation.

12.0 QUALITY ASSURANCE

- 12.1 The successful tenderer shall maintain a Quality Management System (QMS) based on or certified to ISO 9001.

13.0 PACKAGING

- 13.1 The items shall be packed in suitable containers such as bags or cartons. The mass of each container with contents shall not exceed 25 kg.
- 13.2 Each container shall have firmly attached thereto a water resistant label, on which the following shall be designated:
 - i. Stores item number.
 - ii. Name, size (if applicable) and quantity of items contained therein.
 - iii. Contract/Purchase order number.
 - iv. Other information as detailed in the Supply Chain Services (SCS) order.

14.0 GUARANTEE AND DEFECTS

- 14.1 The appointed tenderer shall accept liability for makers' defects, which may appear in design, material and workmanship.

15.0 METHOD OF TENDERING

- 15.1 Tenderer shall indicate clause-by-clause compliance document with the specification. This shall take the form of a separate document listing each of the specification's clause and sub-clause numbers, indicating the individual statements of compliance or non-compliance.
- 15.2 Statement of non-compliance shall be motivated by the tenderer in a letter format, as per 15.1. The letter and evidence of deviation shall be submitted as part of the tender document.
- 15.3 Tenderers shall submit comprehensive literature consisting of detailed technical specifications in accordance to clause 5.0 (Technical Requirements) and clause 6.0 (Design), the general constructional details and principal dimensions if not indicated on the provided Transnet

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-
- drawings, maintenance schedules if required in any of the Appendix/Annexure and datasheets if required in any of the Appendix/Annexure or in the specifications.
- 15.4 Any items offered in accordance with other standards will be considered at the sole discretion of Transnet. The tenderer shall supply full details stating where the item differs from these specifications as well as supplying a copy (in English) of the recognized standard specification(s) with which it complies. Any deviations must be approved by Transnet Freight Rail, Technology Management (Electrical) department in writing.
- 15.5 Failure to comply with clauses 15.1, 15.2, 15.3 and 15.4 could preclude a tenderer from consideration.
- 15.6 In the event of any conflict between the various submitted relevant documents, the order of precedence shall be, and in consultation with Transnet Freight Rail, Technology Management (Electrical Technology) department:
- a) Legal and safety requirements.
 - b) This Specification.

END

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APPENDIX 1:

This attachment contains the drawings of each components assembly drawing.

Item description	Drawing Description	Drawing number
Contact wire Splicers.	Splice, Conductor, 161mm ² SQ Cu Contact wire – Electrification TYPES A, B, F, G, H and Coal line deviations	CEE-TNB-0021
	CONDUCTOR SPLICE ASSEMBLY 107mm SQ Cu CONTACT WIRE	CEE- TN-0405
Contact wire swivel clips/clamps	SWIVEL CLIP STEM FOR HOCKEY STICK/STEADY ARM	CEE-TND-0029
	CLAMP, ELECTRICAL, ASSEMBLY 161mm ² CONTACT WIRE	CEE-TN-0264
	SWIVEL CLIP: CONTACT WIRE: STEADY ARM:	CEE-TN-0049
	ELECTRICAL CLAMP ASSEMBLY	CEE-TND-0033
Parallel Clamps	PARALLEL HALF CLAMP FOR VARIOUS CONDUCTOR SIZES	CEE-TNB-0054
	PARALLEL HALF CLAMP FOR VARIOUS CONDUCTOR SIZES	CEE-TNB-0055
	ALUMINIUM PARALLEL CLAMP 160 MM SQ - 160 MM SQ TIGER CATENARY	BBB 0376
	ALUMINIUM PARALLEL CLAMP 500MM ALUMINIUM TO 160MM ALUMINIUM	BBG 7987
	ALUMINIUM CLAMP 800MM ALUMINIUM TO 160MM ALUMINIUM	BBG 7988
	BI-METALLIC CONDUCTOR SPLICE PARALLEL CLAMP 160 MM ² Cu to 250MM ² AL FEEDER	BBD 5138
	BI-METALLIC CONDUCTOR SPLICE PARRALEL CLAMP "SKUNK" CATENARY 25 KV AC ELECTRIFICATION	BBB 4185
Feeder Clamps	FEEDER CLAMP FOR 161mm SQ Cu CONTACT WIRE	CEE-TNB-0057
	CLAMP, ELECTRICAL: FEEDER CLAMP 107mm SQ CONTACT WIRE	CEE-TNB-0081
	BI-METAL FEEDER CLAMP FOR 161 mmSQ AL/107 mmSQ Cu CONTACT WIRE	BBH 0306
	BI-METAL FEEDER CLAMP FOR 161mmSQ AL/161 mmSQ Cu CONTACT WIRE	BBG 6147
Runner Clamps	CLAMP, RUNNER, ASSEMBLY: 161mm SQ & 107mm SQ Cu CONTACT WIRE	CEE-TNB-0086
Dropper Clips	DROPPER CLIP (PLATE TYPE) 80/100mm SQ CATENARY	CEE- TND-0036
	CONDUCTIVE DROPPER CLAMP'S	BBH 1331
Support Wire Clamp	CLAMP 107MMSQ CU. CONTACT WIRE SUPPORT WIRE ASSEMBLY	BBC 2604

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ANNEXURE A: SCHEDULE OF REQUIREMENTS

(To be completed by Transnet Representative)

Item	Clamp/Fittings required	Drawing number and material type

Completed by:

Capacity

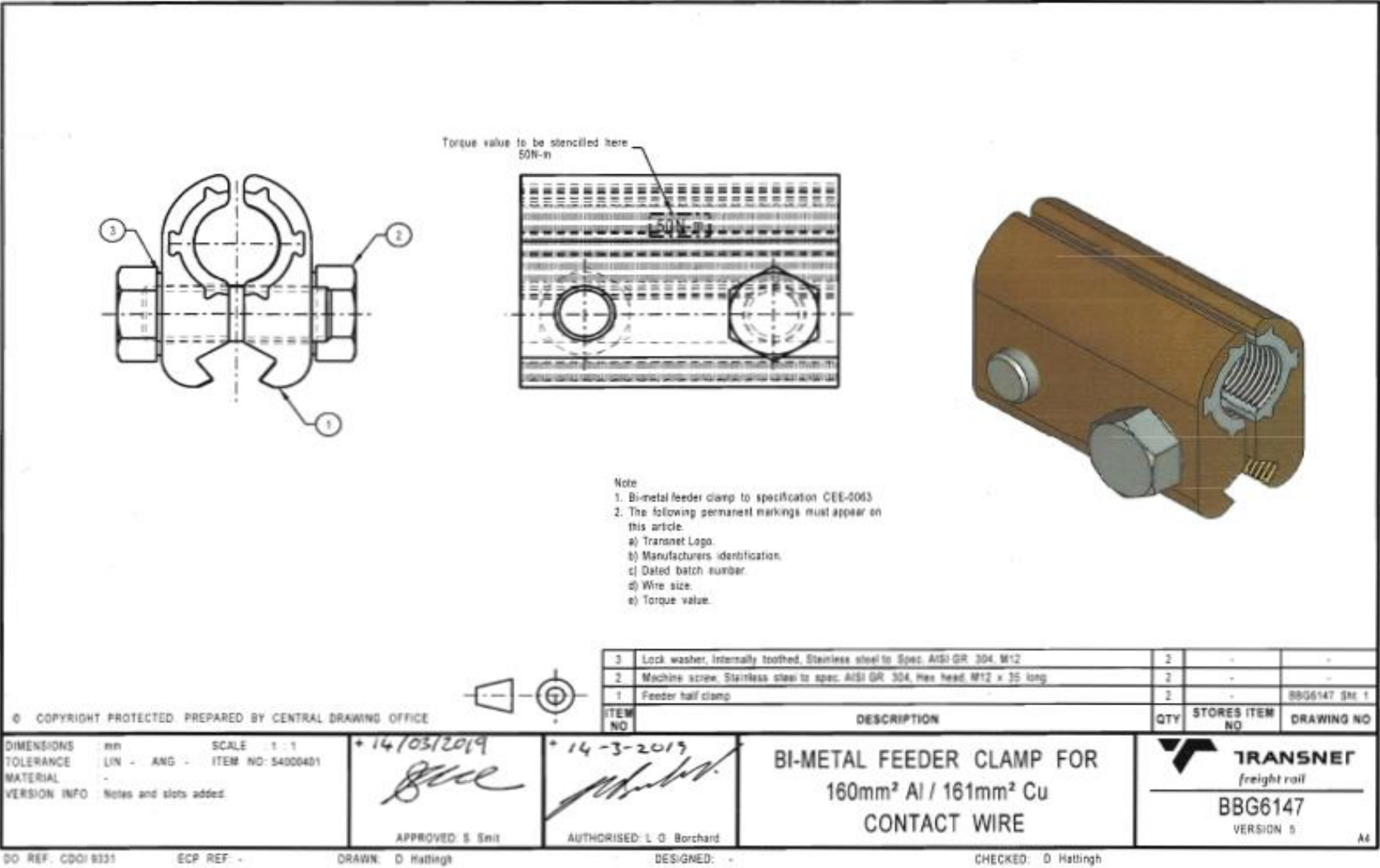
Signature

Date

ANNEXURE B: TECHNICAL DATA SHEET

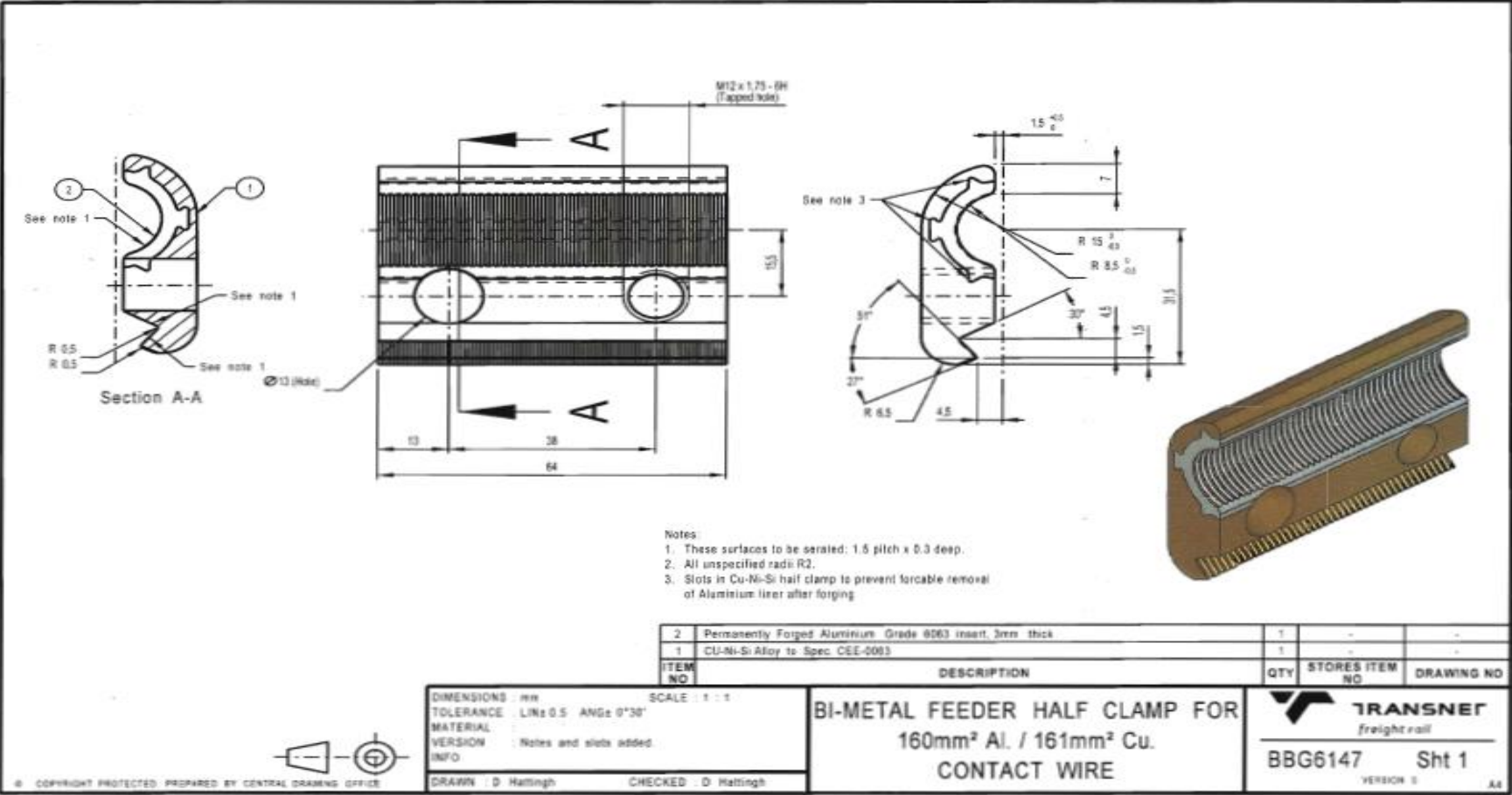
(To be completed by the tenderers and submitted as part of their tender)

Item	Clamp/Fitting/component tender for: (Full description)	Is all technical data sheets attached, as required in this specification? (Yes/No)



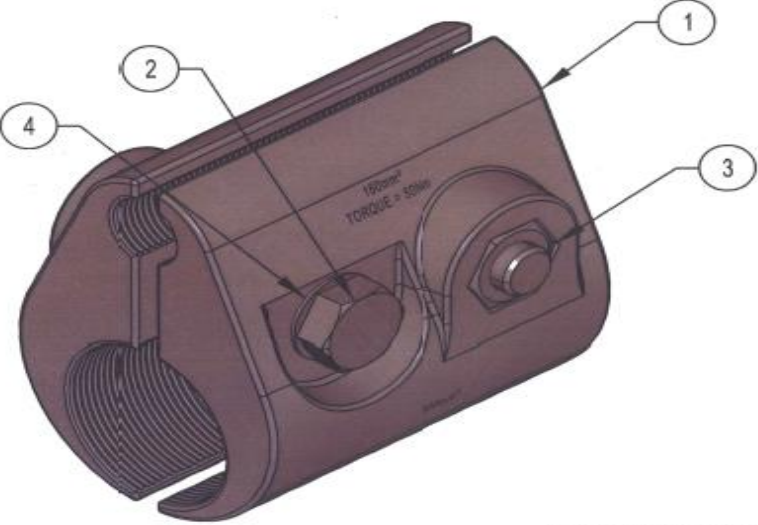
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180mm²
TORQUE = 50Nm

STORES ITEM NO.	ALUMINIUM CONDUCTOR SIZES
54032504	160mm ² TO 160mm ²
54060560	500mm ² TO 160mm ²
54000603	800mm ² TO 160mm ²

NOTES
1. CLAMP TO SPECIFICATION CEE 0063.
2. CLAMP TO BE SUPPLIED AS A COMPLETE ASSEMBLY.

ITEM NO	DESCRIPTION	QTY	STORES ITEM NO	DRAWING NO
4	LOCKING WASHER, INTERNALLY TOOTHED, STAINLESS STEEL TO SPEC AISI GR 304, M12	2	-	-
3	NUT, HEXAGON, STAINLESS STEEL TO SPEC CEE0063, M12	2	-	-
2	BOLT, HEXAGON, STAINLESS STEEL TO SPEC CEE 0063, M12	2	-	-
	PARALLEL HALF CLAMP FOR 800mm ² Al TO 160mm ² Al.	2	-	BBG5138 SHT 3
1	PARALLEL HALF CLAMP FOR 500mm ² Al TO 160mm ² Al.	2	-	BBG5138 SHT 2
	PARALLEL HALF CLAMP FOR 160mm ² Al TO 160mm ² Al.	2	-	BBG5138 SHT 1

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DIMENSIONS : mm SCALE : 1 : 1
TOLERANCE : LIN ± 0,5 ANG ± - ITEM NO : -
MATERIAL : -

VERSION INFO : DESCRIPTION CHANGED.

2020-11-28
[Signature]
APPROVED: S SMT

2020-01-28
[Signature]
AUTHORISED: L O BORCHARD

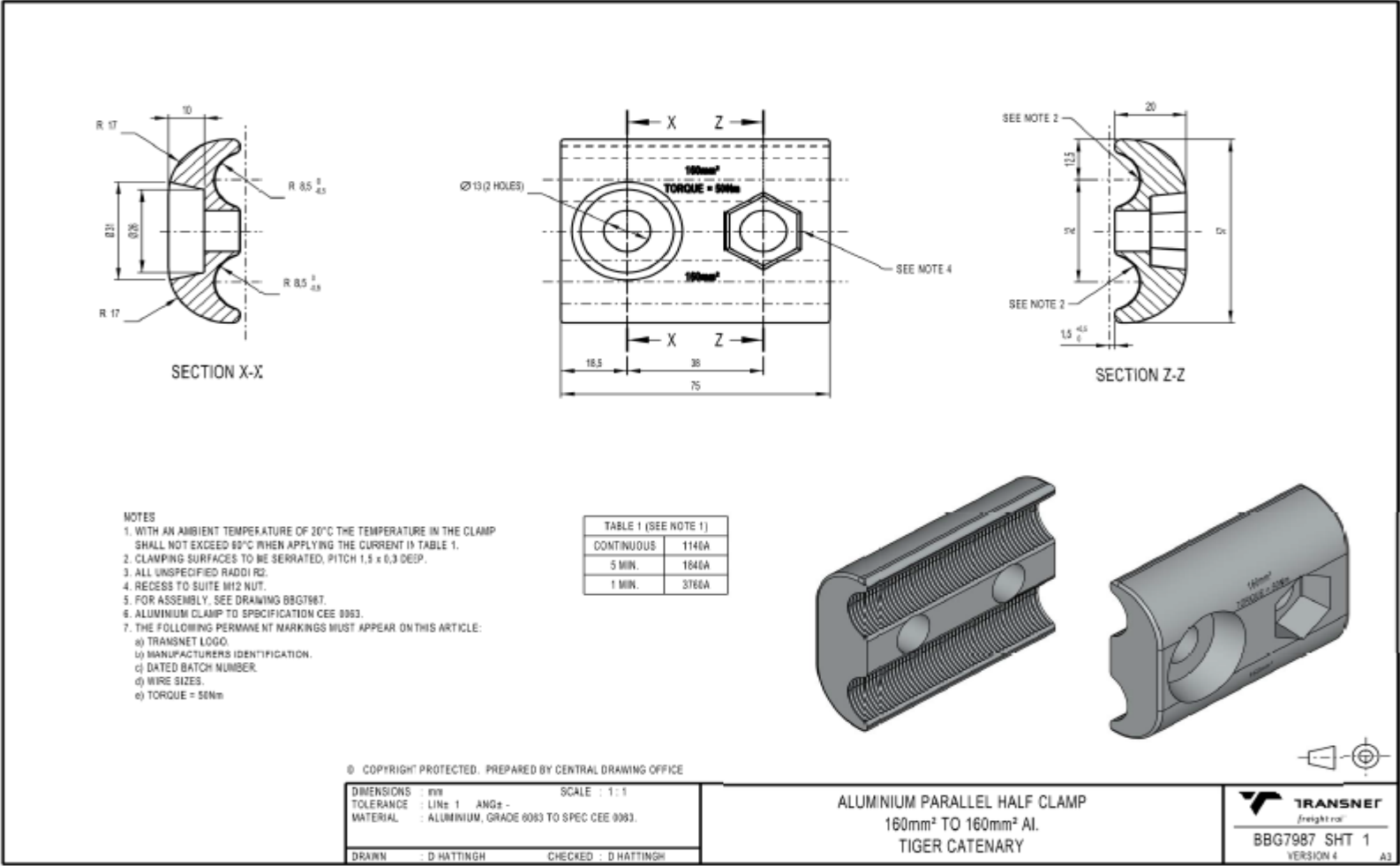
ALUMINIUM PARALLEL
CLAMP ASSEMBLY

TRANSNET
freight rail
BBG7987
VERSION 4

DD REF: CDO/ 9339 ECP REF: - DRAWN: D HATTINGH DESIGNED: - CHECKED: D HATTINGH

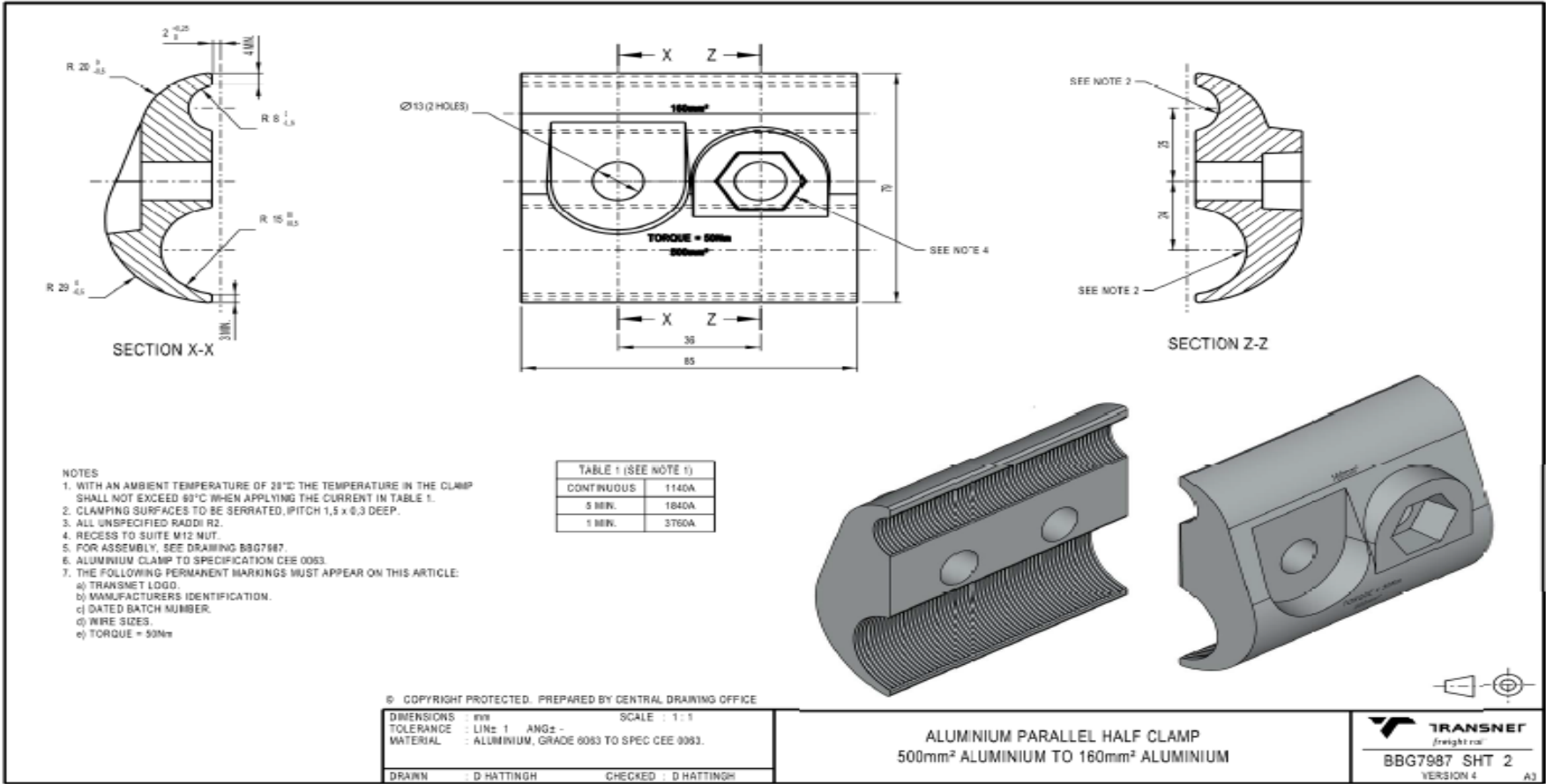
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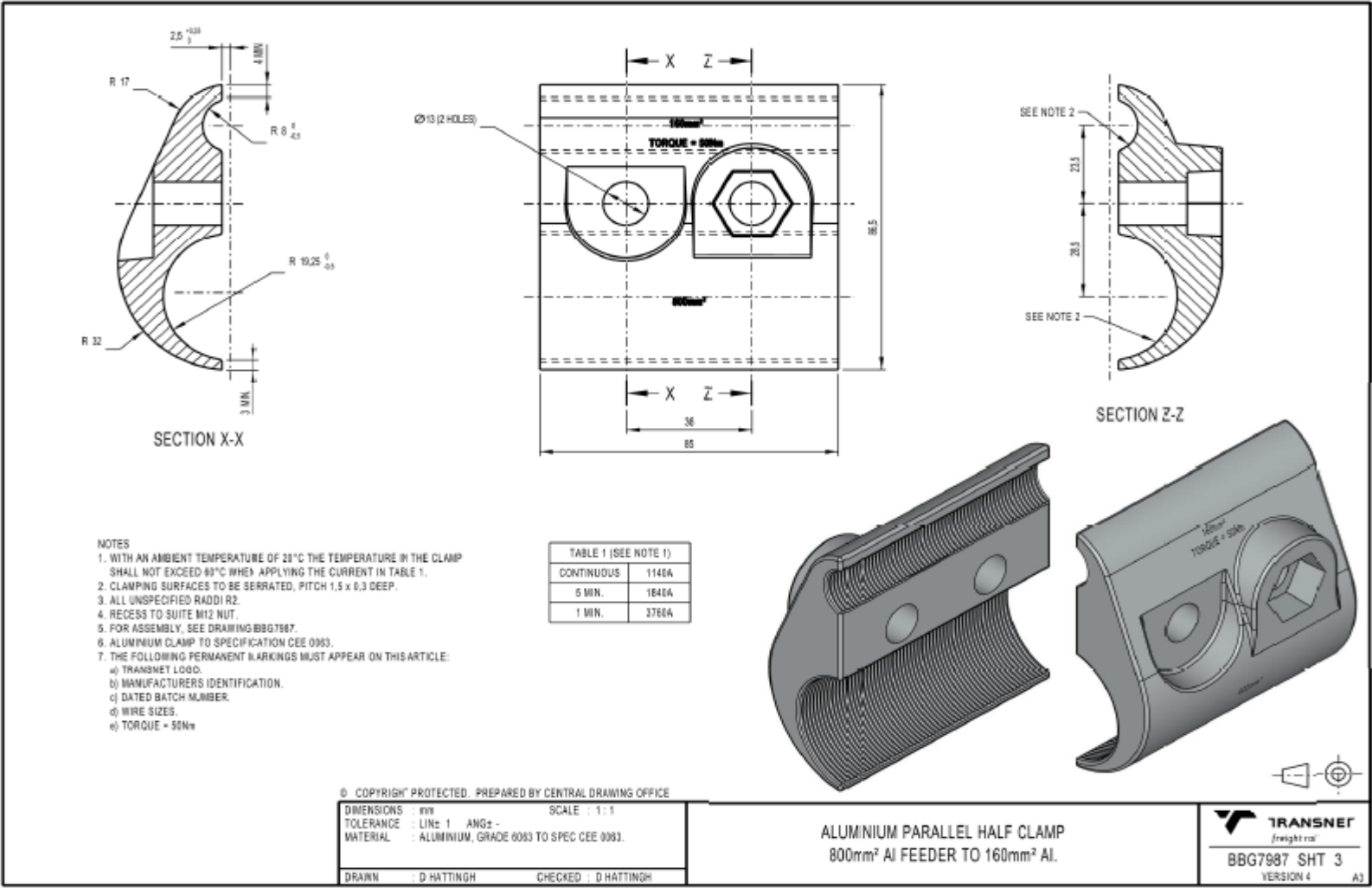
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ANNEXURE I DELIVERY LEAD-TIME SCORING MATRIX

Essential Requirements	Type of Proof required	Bidders Response
Delivery Lead times	weeks	

Criteria	Weight	Score					Score Achieved
		0 (0%)	1 (40%)	2 (70%)	3 (90%)	4 (100%)	
Delivery Lead Times	100%	Material to be supplied after 9 Weeks	Material to be supplied within 9 Weeks	Material to be supplied within 8 Weeks	Material to be supplied within 7 Weeks	Material to be supplied within 6 Weeks	

70% Minimum Threshold required for a bidder to proceed to the next stage of evaluations

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ANNEXURE J

LOCAL CONTENT INSTRUCTION NOTES

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the dti Customer Contact Centre local: 0861 843 384 International: +27 12 394 9500, www.thedti.gov.za

Guidance Document for the Calculation of Local Content

1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

2. GENERAL

2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
 - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
 - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
 - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:

Annexure A is a note to the purchaser in SATS 1286:2011; and
Annexure B is the Local Content Declaration IN SATS 1286:2011.

2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

2.3.1. Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

3. ANNEXURE C**3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule**

Note: The paragraph numbers correspond to the numbers in Annexure C.

C1. Tender Number

Supply the tender number that is specified on the specific tender documentation.

C2. Tender description

Supply the tender description that is specified on the specific tender documentation.

C3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

C4. Tender Authority

Supply the name of the tender authority.

C5. Tendering Entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

C6. Tender Exchange Rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

C7. Specified local content %

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

C8. Tender item number

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

C9. List of items

Provide a list of the item(s) corresponding with the tender item number.
This may be a short description or a brand name.

Calculation of local content**C10. Tender price**

Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

C13. Imported value

Provide the ZAR value of the items' imported content.

C14. Local value

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

C15. Local content percentage (per item)

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary**C16. Tender quantity**

Provide the tender quantity for each item number as per the tender specification.

C17. Total tender value

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

C18. Total exempted imported content

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

C19. Total imported content

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

C20. Total tender value

Total tender value is the sum of the values in column C17.

C21. Total exempted imported content

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

C22. Total tender value net of exempted imported content

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

C23. Total imported content

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

C24. Total local content

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

C25. Average local content percentage of tender

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

4. ANNEXURE D**4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”**

Note: The paragraph numbers correspond to the numbers in Annexure D.

D1. Tender number

Supply the tender number that is specified on the specific tender documentation.

D2. Tender description

Supply the tender description that is specified on the specific tender documentation.

D3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

D4. Tender authority

Supply the name of the tender authority.

D5. Tendering entity name

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

D6. Tender exchange rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content**D7. Tender item number**

Provide the tender item number(s) of the product(s) that have imported content.

D8. Description of imported content

Provide a list of the exempted imported product(s), if any, as specified in the tender.

D9. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D10. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

D11. Imported value as per commercial invoice

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D12. Tender exchange rate

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D13. Local value of imports

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

D14. Freight costs to port of entry

Provide the freight costs to the South African Port of the exempted imported item.

D15. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

D16. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

D17. Tender quantity

Provide the tender quantity of the exempted imported products as per the tender specification.

D18. Exempted imported value

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the

tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

D19. Total exempted imported value

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer

D20. Tender item numbers

Provide the tender item number(s) of the product(s) that have imported content.

D21. Description of imported content:

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

D22. Unit of measure

Provide the unit of measure for the product(s) imported directly by the tenderer.

D23. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

D24. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D25. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D26. Local value of imports

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

D36. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported products.

D37. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

D38. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D39. Local value of imports

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

D40. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

D41. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

D42. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

D43. Quantity imported

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

D44. Total imported value

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

D45. Total imported value by third party

The total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments**D46. Type of payment**

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

D47. Local supplier making the payment

Provide the name of the local supplier making the payment.

D48. Overseas beneficiary

Provide the name of the overseas beneficiary.

D49. Foreign currency value paid

Provide the value of the listed payment(s) in their foreign currency.

D50. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D51. Local value of payments

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

D52. Total of foreign currency payments declared by tenderer and/or third party

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

D53. Total of imported content and foreign currency payment

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

5. ANNEXURE E**5.1. Guidelines to completing Annexure E: “Local Content Declaration-Supporting Schedule to Annexure C”**

The paragraph numbers correspond to the numbers in Annexure E

E1. Tender number

Supply the tender number that is specified on the specific tender documentation.

E2. Tender description

Supply the tender description that is specified on the specific tender documentation.

E3. Designated products

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

E4. Tender authority

Supply the name of the tender authority.

E5. Tendering entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

Local Goods, Services and Works**E6. Description of items purchased**

Provide a description of the items purchased locally in the space provided.

E7. Local supplier

Provide the name of the local supplier that corresponds to the item listed in column E6.

E8. Value

Provide the total value of the item purchased in column E6.

Respondent's Signature

Date & Company Stamp

E9. Total local products (Goods, Services and Works)

Total local products (goods, services and works) is the sum of the values in E8.

E10. Manpower costs:

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

E11. Factory overheads:

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

E12. Administration overheads and mark-up:

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

E13. Total local content:

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.



TO: ACCOUNTING OFFICERS OF ALL NATIONAL DEPARTMENTS AND CONSTITUTIONAL INSTITUTIONS

ACCOUNTING OFFICERS OF ALL MUNICIPALITIES AND MUNICIPAL ENTITIES

ACCOUNTING AUTHORITIES OF ALL SCHEDULE 2 AND 3 PUBLIC ENTITIES

HEAD OFFICIALS OF PROVINCIAL TREASURIES

NATIONAL TREASURY DESIGNATED SECTORS INSTRUCTION NUMBER 9 OF 2016/2017

INVITATION AND EVALUATION OF BIDS ON A STIPULATED MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT FOR:

- STEEL POWER PYLONS
- MONOPOLE PYLONS
- STEEL SUBSTATION STRUCTURES;
- POWERLINE HARDWARE
- STREET LIGHTING STEEL POLES; AND
- STEEL LATTICE TOWERS AND MASTS

1. PURPOSE

1.1 The purpose of this Instruction is to:

- 1.1.1. Introduce amendments to the Instruction for steel power pylon dated 28 September 2015 by amending all clauses that contained the deeming of imported primary steel as locally manufactured.
- 1.1.1. Regulate the environment within which Accounting Officers (AOs) and Accounting Authorities (AAs) may procure the aforementioned products which have been designated as a sector for local production and content.

2. BACKGROUND

- 2.1. The Preferential Procurement Regulations, 2011 (the regulations) made in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) which came into effect on 7 December 2011, make provision for Department of Trade and Industry (the dti) to designate sectors in line with national development and industrial policies for local production.
- 2.2. Regulation 9(1) of the regulations prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific condition that only locally produced goods,

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PRODUCTION AND CONTENT FOR: STEEL POWER PYLONS; MONOPOLE PYLONS; STEEL
SUBSTATION STRUCTURES; POWERLINE HARDWARE; STREET LIGHTING STEEL POLES; AND STEEL
AND LATTICE TOWERS AND MASTS**

services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

- 2.3. The dti has designated and determined the stipulated minimum threshold for the Steel Power and Monopoles Pylons; Steel Substation Structures; Powerline Hardware; Street Lighting Steel Poles and Steel Lattice Towers and Masts for local production and content.

3. PRODUCT DESIGNATION

- 3.1 Power pylons and substation structures are steel fabricated (cut, punched and galvanised) components erected for the transmission, distribution and/or reticulation of electrical power from the power station through to the consumer. At every transition between power generation, power transmission and power distribution there is a need for the erection of a substation which serves as a facility for the stepping up or down of power in preparation for the requirements of the next phase of the power transfer process. Substations are erected using steel structures which are fabricated by way of cutting, punching and galvanising.
- 3.2 Depending on the procuring entity's design requirements, galvanised steel monopole structures can be specified for the transfer of power from the power station through to reticulation to the end user. Galvanised steel monopoles are fabricated following a cutting, bending, welding and galvanising process.
- 3.3 In the construction of power pylons, a variety of auxiliary components are used to fulfil such requirements as providing stability to the power pylon structures, attachment and fastening of components, provision of platforms and foundations etc. They are made in a variety of metals including cast aluminium, galvanised steel and brass. These components are collectively referred to as powerline hardware.
- 3.4 The structures are classified under the harmonisation system as follows:
- H730890: Structures and parts of structures iron/steel (Including Steel Powerlines Hardware)
 - H730820: Towers and Lattice Masts (including Monopole Pylons and Street Lighting Poles)
 - H761090 : Aluminium structures and parts for construction (Including Aluminium Powerlines Hardware)
- 3.5 To ensure that local production and content is discharged on manufacturing activities, the following *steel structures* have been designated and must be included in bid invitations:

Product for designation	Minimum local content
Steel Power Pylons	100%
Monopole Pylons	100%
Steel Substation Structures	100%
Powerline Hardware (listed in Appendix A)	100%
Street Lighting Steel Poles	100%
Steel Lattice Towers and Masts	100%

- 3.6 All primary steel related products: flat products (plates and coils) and long products (rounds, angles, sections and wire related products) and secondary aluminium ingots

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SUBSTATION STRUCTURES; POWERLINE HARDWARE; STREET LIGHTING STEEL POLES; AND STEEL
AND LATTICE TOWERS AND MASTS**

are included in this designation and must be manufactured and sourced locally. This is to support and sustain the existing local steelmaking and aluminium secondary smelting capacities respectively.

- 3.7 In this designation, imported input raw materials (aluminium extrusion billets for the manufacture of aluminium components; and zinc ingots used for galvanising powerline, street lighting and substation structure components) are deemed as locally manufactured input materials. These inputs should be imported in raw material form for further fabrication in South Africa.
- 3.8 The imported input raw materials indicated in 3.7 for fabrication of steel power pylons and monopole pylons, steel substation structures, powerline hardware, street lighting steel poles and steel lattice towers and masts will be deemed to have been sourced locally for the purposes of calculating local content.
- 3.9 Organs of State may contact **the dti** in instances where the stipulated minimum threshold for local content cannot be met in order for **the dti** to verify and in consultation with the AO/AA provide directives in this regard.
- 3.10 Subject to market changes, National Treasury in consultation with **the dti** reserves the right to reintroduce deeming of primary steel as locally produced.
- 3.11 For further information, bidders and procuring state organs may contact the Metals Fabrication, Capital and Rail Transport unit within **the dti** at telephone 012 394 4522 or email Muzi Manzi MManzi@thedti.gov.za.
- 3.12 Bid specifications for the designated products in this instruction may be done in collaboration with **the dti**.

4. INVITATION OF BIDS FOR:

- 4.1 Bids in respect of Steel Power Pylons, Monopole Pylons; Steel Substation Structures; Powerline Hardware; Street Lighting Poles and Lattice Towers and Masts must contain a specific bidding condition which states that:
 - 4.1.1 Only locally produced or locally manufactured products with a stipulated threshold for local production and content will be considered;
 - 4.1.2 If the quantity; input materials; and/or components of steel power pylons, monopole pylons, steel substation structures, power line hardware, street lighting steel poles, and lattice towers and masts required cannot be wholly sourced from South African (SA) based manufacturers to achieve the designated local content threshold at any particular time, bidders should request and obtain written exemption from the dti. Such exemption applications should be submitted and approvals should be obtained prior to the closure of the bid(s) concerned. The dti, in consultation with the procuring Organ of State and the local industry, will consider the exemption applications on a case-by-case basis and will consider the following:
 - Required volumes in the particular bid;
 - Available collective SA industry manufacturing capacity at that time;
 - Delivery times;
 - Availability of input materials and components;
 - Technical considerations including operating conditions; and
 - Materials of construction.
 - 4.1.3 Bidders must clearly indicate in their bids the quantities to be supplied and the level of local content for each product.
- 4.2 AOs/AAs must stipulate in bid invitations that:

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- 4.2.1 The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) on the date of advertisement of the bid.
- 4.2.2 Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content.
- 4.3 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation:

$$LC = \left(1 - \frac{x}{y}\right) \cdot 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by SARB on the date of advertisement of the bid.

- 4.4 AOs/AAs must clearly stipulate in the bid documentation that the SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Template [Annex C (Local Content Declaration: Summary Schedule), D(Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential bidders on the dti's official website <http://www.thedti.gov.za/industrialdevelopment/ip.jsp> at no cost.
- 4.5 For the purpose of paragraphs 4.1, 4.2 and 4.3 above, the attached Declaration Certificates for Local Production and Content (SBD/MBD 6.2) must form part of the bid documentation. The SBD 6.2 is for use by all National and Provincial Departments, Constitutional Institutions and Public Entities listed in Schedules 2, 3A, 3B, 3C and 3D to which the Public Finance Management Act apply, whilst the MBD 6.2 is for use by all Municipalities and Municipal Entities to which the Municipal Finance Management Act (MFMA) apply.
- 4.6 AOs/AAs must stipulate in the bid documentation that:
- 4.6.1 The Declaration Certificate for Local Production and Content (SBD/MBD 6.2) together with the **Annex C** (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted by the bidder at the closing date and time of the bid; and
- 4.6.2 The rate of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate will be verified for accuracy.
- 5. EVALUATION OF BIDS FOR:**
- STEEL POWER PYLONS
 - MONOPOLE PYLONS;
 - SUBSTATION STRUCTURES;
 - POWERLINE HARDWARE;
 - STREET LIGHTING STEEL POLES; AND
 - STEEL LATTICE TOWERS AND MASTS
- 5.1 A two stage evaluation process must be followed to evaluate the bids received.

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5.1.1 First stage: Evaluation in terms of the stipulated minimum threshold for local production and content

- (a) Bids must be evaluated in terms of the minimum threshold stipulated in the bid documents.
- (b) The declaration made by the bidder in the Declaration Certificate for Local Content (SBD / MBD 6.2) and Annex C (Local Content Declaration: Summary Schedule) must be used for this purpose. If the bid is for more than one product, the local content percentages for each product contained in Annex C must be used.
- (c) The amendment of the stipulated minimum threshold for local production and content is not allowed.
- (d) AOs/AAs must ensure that the **Declaration Certificate for Local Content** (SBD/MBD 6.2) and **Annex C** (Local Content Declaration: Summary Schedule) are submitted as part of the bid documentation.
- (e) AOs/AAs must verify the accuracy of the rates of exchange quoted by the bidder in paragraph 4.1 of the Declaration Certificate for Local Content (SBD/MBD 6.2).

5.1.2 Second stage: Evaluation in terms of the 80/20 or 90/10 preference point systems

- (a) Only bids that achieve the minimum stipulated threshold for local production and content must be evaluated further. The evaluation must be done in accordance with the 80/20 or 90/10 preference point systems prescribed in the Preferential Procurement Regulations, 2011.
- (b) AOs/AAs must ensure that bids for products that are designated in this Instruction are awarded at prices that are market related taking into account, among others, benchmarking prices, value for money and economies of scale.
- (c) Where appropriate, prices may be negotiated with short listed or preferred bidders. Such negotiations must not prejudice other bidders.

5.2 Benchmark/market related prices

- 5.2.1 AOs/AAs are required to ensure that reasonable or market related prices are secured for the products being procured taking into account factors such as benchmark prices, value for money and economies of scale.
- 5.2.2 For this purpose, AOs/AAs may approach the dti to assist, where possible, with benchmark prices. The dti will be in a position to provide price references for the different products that have been designated for local production and content.

6. EVALUATION OF BIDS BASED ON FUNCTIONALITY

Whenever it is deemed necessary to evaluate bids on the basis of functionality, the prescripts contained in Regulation 4 of the PPPFA regulation and paragraph 6 and 11 of the Implementation Guide must be followed.

7. POST AWARD AND REPORTING REQUIREMENTS

- 7.1. Once bids are awarded the dti must be:
 - 7.1.1 Notified of all the successful bidders and the value of the contracts; and
 - 7.1.2 Provided with copies of the contracts, the SBD/MBD 6.2 Certificates together with the Annex C submitted by the successful bidder(s).

**NATIONAL TREASURY DESIGNATED SECTORS INSTRUCTION NUMBER 9 OF 2016/2017
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- 7.2. The purpose of the requirements of paragraph 7.1 above is for **the dti** to, among others, conduct compliance audits with a view to monitor the implementation of industrial development strategies.
- 7.3. Contractors must not be allowed to sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 7.4. Where, after the award of a bid, contractors experience challenges in meeting the stipulated minimum threshold for local content **the dti** must be informed accordingly in order for the department to verify and in consultation with the AO/AA provide directives in this regard.

8. CONTACT INFORMATION

- 8.1 **Any enquiries in respect of Local Production and Content and all documents to be submitted to the dti in respect of paragraph 7.1 above must be directed as follows:**

The Department of Trade and Industry
Private Bag X84
Pretoria
0001

For attention:

Dr Tebogo Makube
Chief Director: Industrial Procurement
Tel: (012) 394 3927
Fax: (012) 394 4927
Email: TMakube@thedti.gov.za

9. APPLICABILITY

This Instruction note applies to all National and Provincial Departments, Constitutional Institutions, public Entities listed in Schedule 2 and 3 to the PFMA and Municipalities and Municipal Entities to which MFMA apply.

10. DISSEMINATION OF INFORMATION CONTAINED IN THIS INSTRUCTION NOTE

- 10.1 Heads of Provincial Treasuries are requested to bring the contents of this Instruction note to the attention of Accounting Officers and Supply Chain Management Officials of their respective Provincial Departments.
- 10.2 Accounting Officers of National and Provincial Departments are requested to bring the contents of this Instruction note to the attention of Accounting Authorities and the Supply Chain Management Officials of Schedule 3A and 3C Public Entities reporting to their respective Executive Authorities.
- 10.3 Accounting Officers of Municipalities and Municipal Entities are requested to bring the contents of this Instruction Note to the attention of the Supply Chain Management Officials of their Municipalities and Municipal Entities.
- 10.4 Accounting Authorities of Schedule 2, 3B and 3C Public Entities are requested to bring the contents of this Instruction note to the attention of the Supply Chain Management Officials of their Public Entities.

NATIONAL TREASURY DESIGNATED SECTORS INSTRUCTION NUMBER 9 OF 2016/2017
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11. NOTIFICATION TO THE AUDITOR-GENERAL

A copy of this Instruction will be forwarded to the Auditor-General for notification.

12. REPEAL OF INSTRUCTION DATED 28 SEPTEMBER 2015

This Instruction repeals Instruction on invitation and evaluation of bids based on a stipulated minimum threshold for local production and content for Solar Water Heater Components dated 28 September 2015 and effected on 21 October 2015.

13. AUTHORITY FOR THIS INSTRUCTION NOTE AND EFFECTIVE DATE

13.1 The Minister of Finance has approved the issuance of this Instruction in terms of Regulation 9(2) of the Preferential Procurement Regulations.

13.2 The Instruction takes effect on 27 July 2016.



KENNETH BROWN
CHIEF PROCUREMENT OFFICER

DATE: 30/6/2016.

**NATIONAL TREASURY DESIGNATED SECTORS INSTRUCTION NUMBER 9 OF 2016/2017
INVITATION AND EVALUATION OF BIDS ON A STIPULATED MINIMUM THRESHOLD FOR LOCAL
PRODUCTION AND CONTENT FOR: STEEL POWER PYLONS; MONOPOLE PYLONS; STEEL
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APPENDIX A: DESIGNATED LINE HARDWARE COMPONENTS

The stipulated minimum threshold for local content is 100% for each of the items below

Designated Components		
Adaptor plates	Guy Grips	Termination bracket
Adjustable extension links	Helical line items	Threaded rods
Adjustable Stay rod,	Hip stay assembly	Tie strap
Adjustable U bolts	H-Pole Cross-arms	Triangle yokes
Adjustor plate	Insulator spindles & hardware	Trimble
A-Frame Cross-arms	Interim cross-arm	Turnbuckles
Anchor links	Joints & compression fittings	Vibration dampers
Ancillary materials - strain	Jumper terminals	X Arm – A Frames
Arcing horns	Light bracket	Yoke Plates
Armour rods	LV ancillary materials	
Ball clevis	Meter box bracket	
Ball hooks	Midspace joints	
Ball oval eyes	Non-Adjustable stay rod	
Ball tongues	PG clamps	
Base assembly	Pigtail	
Big guards	Pistol clamps	
Bird diverters	Pole clamps	
Bolted connectors	Pole top bracket	
Bolted strain clamps	Pole top make-offs	
Bonding clip	Repair sleeves	
Castings line hardware	Rigid spacers	
Composite/ Silicone Insulators	Rock anchor	
Compression strain clamps	Sag Adjustor	
Conductor clamps	Shackles	
Corona rings	S-Hook	
Counterweights	Socket clevis	
Crosby clamps	Socket tongues	
Cross-arm	Soil Anchors	
Curved washer	Spacer dampers	
Dampers	Spacer yokes	
D-Iron	Spindles	
Earth anchor	Stay bracket	
Earthing	Stay plate	
Equipment platform / Transformer platform	Stay steel components	
Equipment platform bracket	Stay Wire / Steel Wire	
Eye bolt	Steel Poles	
Eye nut	Steel rope terminal fittings	
Fasteners - threaded rods	Strain bracket	
Fasteners (Bolts, nuts, washers, threaded rod)	Strain cross-arm	
Fasteners bolt, nuts & washers	Strapping	
Fasteners strain nuts, strain bolts & forgings	Streetlight brackets	
Forging line hardware	Strut bracket	
Fuse Cut-out Brackets	Support cradle	
Fuse Holder brackets	Suspension cross-arm	
Galvanised pre-fabricated steel	Swivel bracket	

TRANSNET GENERAL TERMS AND CONDITIONS

GENERAL BID CONDITIONS

[June 2022]

Respondent's Signature

Date & Company Stamp

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15. DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- a. **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- b. **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- c. **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- d. **Goods** shall mean the goods required by Transnet as specified in its Bid Document;
- e. **Parties** shall mean Transnet and the Respondents to a Bid Document;
- f. **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- g. **RFP** shall mean Request for Proposal;
- h. **RFQ** shall mean Request for Quotation;
- i. **RFX** shall mean RFP or RFQ, as the case may be;
- j. **Services** shall mean the services required by Transnet as specified in its Bid Document;
- k. **Service Provider or Supplier** shall mean the successful Respondent;
- l. **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- m. **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- n. **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

16. GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

17. SUBMITTING OF BID DOCUMENTS

- a. A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- b. The Bid Documents must be completed in their entirety and Respondents are required to complete and submit their Bid submissions by uploading them into the system against each tender selected. The bidder guide can be found on the Transnet Portal transnettenders.azurewebsites.net.

18. USE OF BID FORMS

- a. Where special forms and/or formats are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and/or formats and not in other forms and/or formats or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- b. Respondents must note that the original Bid forms and/or formats must be completed for submission.
- c. Only if insufficient space has been allocated to a particular response may a Respondent submit additional information under separate cover using the Company's letterhead. This must be duly cross-referenced in the RFX.

19. BID FEES

A bid fee is not applicable. The Bid Documents may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za and may also be downloaded from the Transnet website at www.transnet.net free of charge.

20. VALIDITY PERIOD

- a. The Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the bid.
- b. Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change/s is as a direct and unavoidable consequence of Transnet's extension of the validity period.

21. SITE VISITS / BRIEFING SESSIONS

Respondents may be requested to attend a site visit or briefing session where it is necessary to view the site in order to prepare their Bids, or where Transnet deems it necessary to provide Respondents with further information to allow them to complete their Bids properly. Where such visits or sessions are indicated as compulsory in the RFX Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

22. CLARIFICATION BEFORE THE CLOSING DATE

Should clarification be required on any aspect of the Bid before the closing date, the Respondent must upload questions onto the Transnet e-Tender Submission Portal or direct such queries to the contact person listed in the RFX Document in the stipulated manner.

23. COMMUNICATION AFTER THE CLOSING DATE

After the closing date of a Bid (i.e. during the evaluation period) the Respondent may only communicate with the contact person listed in the RFX Document.

24. UNAUTHORISED COMMUNICATION ABOUT BIDS

Respondents may at any time communicate with the contact person listed in the RFX Document on any matter relating to its Bid but, in the absence of written authority from the delegated individual (BEC chairperson), no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential service providers or any member of the Bid Adjudication Committee or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

25. RETURNABLE DOCUMENTS

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

26. DEFAULTS BY RESPONDENTS

If the Respondent, after it has been notified of the acceptance of its Bid fails to:

- a. enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- b. accept an order in terms of the Bid;
- c. furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- d. comply with any condition imposed by Transnet,

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.

27. CURRENCY

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [ZAR], save to the extent specifically permitted in the RFP.

28. PRICES SUBJECT TO CONFIRMATION

Prices which are quoted subject to confirmation will not be considered.

29. ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

30. EXCHANGE AND REMITTANCE

- a. The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Supplier/Service Provider, effect payment overseas directly to the foreign principal or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- b. It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- c. The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the Exchange and Remittance section of the Bid Documents and also furnish full details of the principals or manufacturer to whom payment is to be made.
- d. The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- e. Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which the Goods/Services were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties.

- f. Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

31. ACCEPTANCE OF BID

- a. Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- b. Where the Respondent has been informed by Transnet of the acceptance of its Bid, an email communication that has been successfully sent to the Respondent shall be regarded as proof of delivery to the Respondent 1 day after the date of submission.

32. NOTICE TO UNSUCCESSFUL RESPONDENTS

- a. Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents must be informed of the name of the successful Respondent and of the reason as to why their Bids had been unsuccessful.

33. TERMS AND CONDITIONS OF CONTRACT

- a. The Supplier/Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- b. Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on a company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments /alternative(s) are acceptable or otherwise, as the case may be. Respondents will be afforded an opportunity to withdraw an unacceptable deviation, failing which the respondent will be disqualified.

34. CONTRACT DOCUMENTS

- a. The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- b. The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of acceptance, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- c. Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance, shall constitute a binding contract until the final contract is signed.

35. LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid 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. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

36. IDENTIFICATION

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

37. RESPONDENT'S SAMPLES

- a. If samples are required from Respondents, such samples shall be suitably marked with the Respondent's name and address, the Bid number and the Bid item number and must be despatched in time to reach the addressee as stipulated in the Bid Documents on or before the closing date of the Bid. Failure to submit samples by the due date may result in the rejection of a Bid.
- b. Transnet reserves the right to retain samples furnished by Respondents in compliance with Bid conditions.
- c. Payment will not be made for a successful Respondent's samples that may be retained by Transnet for the purpose of checking the quality and workmanship of Goods/Services delivered in execution of a contract.
- d. If Transnet does not wish to retain unsuccessful Respondents' samples and the Respondents require their return, such samples may be collected by the Respondents at their own risk and cost.

38. SECURITIES

- a. The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of a Deed of Suretyship [Deed of Suretyship] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- b. The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- c. Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- d. For the purpose of clause aa above, Transnet will supply a Deed of Suretyship form to the successful Respondent for completion and no guarantee in any other form will be accepted. A copy of such form will be supplied to Respondents on request. For this purpose a Deed of Suretyship form will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 [thirty] calendar days from the date of the letter of acceptance. No payment will be made until the form, duly completed, is delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Supplier/Service Provider to cancel the contract with immediate effect.
- e. Additional costs incurred by Transnet necessitated by reason of default on the part of the Supplier/Service Provider in relation to the conditions of this clause 384 will be for the account of the Supplier/Service Provider.

39. PRICE AND DELIVERY BASIS FOR GOODS

- a. Unless otherwise specified in the Bid Documents, the prices quoted for Goods must be on a Delivered Duty Paid [latest ICC Incoterms] price basis in accordance with the terms and at the delivery point or points specified in Transnet's Bid Documents. Bids for supply on any other basis of delivery are liable to disqualification. The lead time for delivery stated by the Respondent must be inclusive of all non-working days or holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Respondent.
- b. Respondents must furnish their Bid prices in the Price Schedule of the Bid Documents on the following basis:

Local Supplies - Prices for Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held in South Africa, to be quoted on a Delivered RSA named destination basis.

Imported Supplies - Prices for Goods to be imported from all sources to be quoted on a Delivered Duty Paid [latest ICC Incoterms] basis, to end destination in South Africa, unless otherwise specified in the Bid Price Schedule.

40. EXPORT LICENCE

The award of a Bid for Goods to be imported may be subject to the issue of an export licence in the country of origin or supply. If required, the Supplier/Service Provider's manufacturer or forwarding agent shall be required to apply for such licence.

41. QUALITY OF MATERIAL

Unless otherwise stipulated, the Goods offered shall be NEW i.e. in unused condition, neither second-hand nor reconditioned.

42. DELETION OF ITEMS EXCLUDED FROM BID

The Respondent must delete items for which it has not tendered or for which the price has been included elsewhere in its Bid.

43. VALUE-ADDED TAX

- a. In respect of local supplies, i.e. Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held or already in transit to South Africa, the prices quoted by the Respondent are to be inclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.
- b. In respect of foreign Services rendered:
 - a) the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
 - b) the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

44. IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

- a. Method of Payment

The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.

However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.

The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.

The Respondent must, therefore, in the first instance, tender strictly in accordance with clause a (a) above. Failure to comply with clause a (0 above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Supplier/Service Provider**] shall, where applicable, be required to furnish a guarantee covering any advance payments.

b. Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated as from the date of receipt by Transnet of the Supplier/Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects as referred to in the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional period will be recalculated from the date of receipt of the correct documentation.

45. CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

a. Contract Quantities

It must be clearly understood that although Transnet does not bind itself to purchase a definitive quantity under any contract which may be entered into pursuant to this Bid, the successful Respondent nevertheless undertakes to supply against the contract such quantities as may be ordered against the contract, which orders are posted or delivered by hand or transmitted electronically on or before the expiry date of such contract.

It is furthermore a condition that Transnet will not accept liability for any material/stocks specially ordered or carried by the Respondent with a view to meeting the requirements under any such contract.

The estimated planned quantities likely to be ordered by Transnet per annum are furnished in relevant section of the Bid Documents. For avoidance of doubt the estimated quantities are estimates and Transnet reserves the right to order only those quantities sufficient for its operational requirements.

b. Delivery Period

Period Contracts and Fixed Quantity Requirements

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.

Progress Reports

The Supplier/Service Provider may be required to submit periodical progress reports with regard to the delivery of the Goods/Services.

Emergency Demands as and when required

If, due to unforeseen circumstances, supplies of the Goods/Services covered by the Bid are required at short notice for immediate delivery, the Supplier/Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The *Total or Partial Failure to Perform the Scope of Supply* section in the Terms and Conditions of Contract will not be applicable in these circumstances.

46. PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS

a. Copyright

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Supplier/Service Provider for the purpose of contract work shall be governed by the Intellectual Property Rights section in the Terms and Conditions of Contract.

b. Drawings and specifications

In addition to what may be stated in any Bid Document, the Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for Goods/Services strictly in accordance with the drawings and/or specifications supplied by Transnet, notwithstanding that it may be aware that alterations or amendments to such drawings or specifications are contemplated by Transnet.

c. Respondent's drawings

Drawings required to be submitted by the Respondent must be furnished before the closing time and date of the Bid. The non-receipt of such drawings by the appointed time may disqualify the Bid.

d. Foreign specifications

The Respondent quoting for Goods/Services in accordance with foreign specifications, other than British and American standards, is to submit translated copies of such specifications with the Bid. In the event of any departures or variations between the foreign specification(s) quoted in the Bid Documents, full details regarding such departures or variations must be furnished by the Respondent in a covering letter attached to the Bid. Non-compliance with this condition may result in disqualification.

47. BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

- a. Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the designated official of Transnet according to whichever officer is specified in the Bid Documents.
- b. In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.

- c. When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.
- d. South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.

Such Power of Attorney must comply with Rule 63 (Authentication of documents executed outside the Republic for use within the Republic) of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.

The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.

If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.

The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi*.

- e. If payment is to be made in South Africa, the foreign Supplier/Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:
 - funds are to be transferred to the credit of the foreign Supplier/Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
 - funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.
- f. The attention of the Respondent is directed to clause 38 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

48. DATABASE OF RESTRICTED SUPPLIERS

The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Bid shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

49. CONFLICT WITH ISSUED RFX DOCUMENT

- a. Should a conflict arise between these General Bid Conditions and the issued RFX document, the conditions stated in the RFX document shall prevail.

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