

TRANSNET FREIGHT RAIL

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

REQUEST FOR QUOTATION [RFQ] No: ERACMR-PRC-36705

FOR THE PROVISION OF RAILWAY OVERHEAD TRACK EQUIPMENT CONDITION MONITORING SYSTEM

ISSUE DATE: TUESDAY, 9 NOVEMBER 2021

CLOSING DATE: THURSDAY, 18 NOVEMBER 2021

CLOSING TIME: 10:00 AM

PREFERENTIAL PROCUREMENT PREQUALIFICATION CRITERIA - ONLY THE FOLLOWING RESPONDENTS MAY RESPOND TO THIS RFQ:

- **EXEMPTED MICRO ENTERPRISES (EME's) OR QUALIFYING SMALL ENTERPRISE (QSE's)**

SECTION 1: SBD1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET FREIGHT RAIL, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	ERACMR-	ISSUE DATE:	9 November 2021	CLOSING DATE:	18 November 2021	CLOSING TIME:	10:00AM
DESCRIPTION	FOR THE PROVISION OF RAILWAY OVERHEAD TRACK EQUIPMENT CONDITION MONITORING SYSTEM						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
TRANSNET FREIGHT RAIL, TENDER ADVICE CENTRE							
3 GROUND FLOOR, NZASM BUILDING							
CORNER OF PAUL KRUGER AND MINNAAR STREET, PRETORIA, 0001							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Michael Ramusandiwa			CONTACT PERSON	Sibusiso Fikeni		
TELEPHONE NUMBER	012 315 2137			TELEPHONE NUMBER			
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS	Michael.Ramusandiwa@transnet.net			E-MAIL ADDRESS	Sibusiso.fikeni@transnet.net		
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							

- IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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.

PART B TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 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.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

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 INVITATION TO BID

Responses to this RFQ [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent** or **Bidder**].

DESCRIPTION	For the provision of railway overhead track equipment condition monitoring system
RFQ DOWNLOADING	<p>This RFQ may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge.</p> <p>To download RFQ and Annexures:</p> <ul style="list-style-type: none"> • Click on "Tender Opportunities"; • Select "Advertised Tenders"; • In the "Department" box, select Transnet SOC Ltd; <p>Once the tender has been located in the list, click on the "Tender documents" tab and process to download all uploaded documents.</p> <p>Alternatively, this RFQ may be purchased at R100.00 (inclusive of VAT) per set for those bidders that require a hard copy from Transnet.</p> <p>Payment is to be made as follows:</p> <p>Account Name : Transnet Freight Rail</p> <p>Account : Standard Bank</p> <p>Account number : 203158598</p> <p>Branch code : 004805</p> <p>Reference : ERACMR-PRC-36705</p> <p>NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the RFQ documents and submitted thereafter with your Proposal.</p>
EMAIL ADDRESS FOR COMMUNICATION	<p>Once Bidders download the RFQ off the Portal, they are required to send their contact details to the following address:</p> <p>This is to ensure that any required communication in relation to this RFQ reaches those intending to respond. Furthermore, any addenda to the RFQ or clarifications will be published on the e-tender portal. Bidders are required to check the e-tender portal prior to finalising their bid submissions for any changes or clarifications to the RFQ.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFQ with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
COMPULSORY BRIEFING SESSION	No – Non-compulsory Refer to paragraph 3 for details.
ISSUE AND COLLECTION DATE DEADLINE	<p>Bidders are to note that the RFQ documents will be available for download from 5 November 2021 or may be collected between 09:00 am and 15:00 pm from 5 November 2021 until 17 November 2021</p> <p>Bidders wishing to collect a CD, USB or hard copy of such RFQ documents from the Transnet issuing office, are required to inform that office at the</p>

	<p>contact details indicated below on the day before collection in order to allow for timeous reproduction of the documentation.</p> <p>Name: Ntombikayise Mdhuli</p> <p>Email address: Ntombikayise.Mdhuli@transnet.net</p> <p>3 GROUND FLOOR, NZASM BUILDING CORNER OF PAUL KRUGER AND MINNAAR STREET PRETORIA, 0001</p>
CLOSING DATE	<p>10:00 am on Thursday 18 November 2021</p> <p>Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.</p> <p>This tender shall close punctually at the following address</p> <p>The Chairperson, Transnet Freight Rail Tender Advice Centre, Ground Floor, Tender Box in the foyer Nzasm Building, Corner of Paul Kruger and Minnaar Street Pretoria, 0001</p>
VALIDITY PERIOD	<p>90 Business Days from Closing Date End of validity period: 28 February 2022</p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, at 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.</p> <p>With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 9.13</p>

2 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.

3 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 4 [*Communication*] below:

4 Preferential Procurement Prequalification Criteria

4.1 Exempted Micro Enterprises & Qualifying Small Enterprises

Transnet has set a minimum B-BBEE threshold for participation in this RFQ process. The minimum B-BBEE threshold in this instance is respondent with minimum B-BBEE status level 4 or better.

5 Communication

- 5.1 Specific queries relating to this RFQ before the closing date of the RFQ should be submitted to [Ntombikayise.Mdhuli@transnet.net / Dudu.Mkhwebane@transnet.net] before **12:00 pm on 15 November 2021**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.
- 5.2 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.
- 5.3 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.
- 5.4 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

6 Legal Compliance

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

7 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.

8 Changes to Quotations

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

9 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.

10 Disclaimers

- 10.1 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 / services 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.

11 Specification/Scope of Work

Scope of work

- This specification details Transnet's requirement for the supply and commissioning of a railway overhead track equipment conditioning monitoring system to be installed and used on 3 kV DC, 25 kV AC, Dual voltage (3 kV DC and 25 kV AC) and 50 kV AC locomotives to provide real time and offline measurements of the dynamic interaction between the pantograph and overhead track equipment.
- The system must measure or calculate the vertical contact force, longitudinal contact force, stagger, contact wire height, GPS co-ordinates and kilometre mast pole number of the interaction between the overhead track equipment and the pantograph.
- This specification contains the schedule of requirements (Appendix A) which must be completed by the relevant Transnet Representative.
- This specification contains the technical datasheet (Annexure B) which must be completed by the supplier and must be submitted as part of the tender documents.

Background

- Transnet Freight Rail Technology Management requires a railway overhead track equipment condition monitoring system. The system must monitor the condition of the overhead track equipment on 3 kV DC, 25 kV AC and 50 kV AC lines.

- The system must measure the dynamic and geometric interaction between the pantograph and the overhead track equipment.
- The system must measure or calculate the vertical contact force, longitudinal contact force, stagger, contact wire height, GPS co-ordinates and kilometre mast pole number of the interaction between the contact wire and the pantograph collector head.
- Interpretation of the measured parameters as stated in Clause 2.3 will be used to determine the location of defects such as hard spots, unbalance section insulators, kinks, unbalanced striking points, skew splices and skew steady arms on the overhead track equipment.
- These defects result in damage to the pantograph and overhead track equipment, incorrect contact wire gradient, insufficient contact wire tension and incorrect height and stagger of the contact wire.

NB: Refer to specification document BBH4911 for more information regarding the project

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:



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



Complete a Form

Complete a form with all the details, with no data charge.

2010年12月25日

At Voice Bot "Jack"
Speak to our AI Voice Chat
Bot "JACK" you converse with
just like chatting to a human
with the option to speak or
message and speak to me
again at anytime.

WhatsApp 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

Telex: 3201

Speak to an Agent via
Telegram



008 351 4153

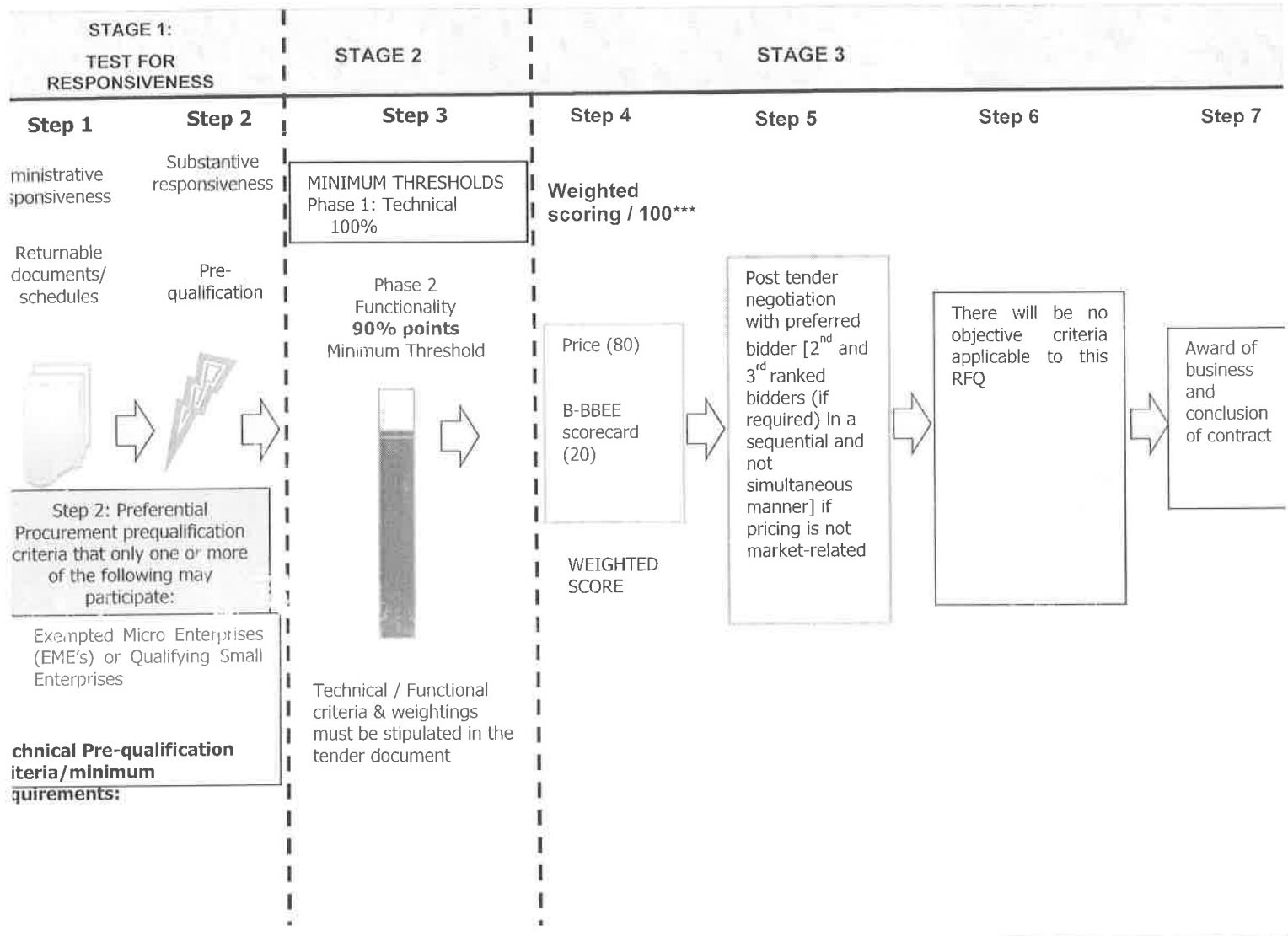


SECTION 3

EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

1 Evaluation Criteria

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



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
• Whether the Bid has been lodged on time	
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	Section 3
• Verify the validity of all returnable documents	Section 3
• Verify if the Bid document has been duly signed by the authorised respondent	All sections

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
• Whether any general pre-qualification criteria set by Transnet, have been met	All sections including: Section 2 paragraphs 2.2, 3
• Whether the Bid contains a priced offer	Section 4 - Quotation Form
– Respondent with: Exempted Micro Enterprises (EME's) or Qualifying Small Enterprises (QSE's)	Section 2 - Paragraph 3
– Proof of CSD registration	

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 100% points for Technical Criteria

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

Technical Evaluation Criteria	Points Weightings	Scoring guideline (0 to 5)
• Appendix B: Technical Data Sheet	25%	
• Quality management system certified to SANS 9001/ ISO 9001 requirements	25%	
• Project plan clearly indicating milestones during the delivery, installation, commissioning and testing at Transnet facility using provided locomotive	25%	
• The guarantee and warranty period for all components and software shall be provided in writing with OEM documents.	25%	

Technical Evaluation Criteria	Points Weightings	Scoring guideline (0 to 5)/ (0 to 10)
Total Weighting:	100%	
Minimum qualifying score required:	100%	

Part B - Minimum Threshold of 90% for Functional Criteria

At this stage, the CFET shall evaluate if the bids complies with the technical requirements of the RFQ. The test for technical will include the following:

Technical Evaluation Criteria	Points Weightings	Scoring guideline (0 to 3)/ (0 to 5)
• Work Experience	50%	
• Delivery Programme Schedule	50%	
Total Weighting:	100%	
Minimum qualifying score required:	90%	

Respondents must complete and submit **Annexure A** which include a **Technical Questionnaire**. A Respondent's compliance with the minimum functionality/technical threshold will be measured by their responses to **Annexure A**.

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

1.4 STEP FOUR: Evaluation and Final Weighted Scoring

a) Price and TCO 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.

1.5 STEP FIVE: 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).

1.6 STEP SIX: Objective criteria (if applicable)

There will be no objective criteria applicable to the RFQ.

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.

2 Validity Period

Transnet requires a validity period of 90 [ninety] Business Days from the closing date of this RFQ, excluding the first day and including the last day. **28 February 2022**

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.

3 Disclosure of contract information

Prices Quoted

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-

Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 01 of 2015/2016.

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/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

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

4 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 also to confirm submission of these documents by so indicating [Yes or No] in the tables below:

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 1: SBD1 Form	
SECTION 4: Quotation Form	
Only Exempted Micro Enterprises (EME's) or Qualifying Small Enterprises (QSE's)	
Proof of CSD registration	

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]
• Appendix B: Technical Data Sheet	
• Quality management system certified to SANS 9001/ ISO 9001 requirements	
• Work Experience	
• Delivery Programme Schedule	

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	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
SECTION 5: Certificate of Acquaintance with RFQ Documents	
SECTION 6: RFQ Declaration and Breach of Law Form	
SECTION 7: B-BBEE Preference Claim Form	
SECTION 8: SBD 9 - Certificate Of Independent Bid Determination	
SECTION 9: Protection of Personal Information	
Project Plan	

5 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.

Price Schedule

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

Example for Goods

Item No	Description of Goods /Services	Quantity	Unit of Measure	Unit Delivered Price (ZAR) Excl. Vat	Total Delivered Price (ZAR) Excl. Vat
1	Supply and commissioning of the railway overhead track equipment condition monitoring system to be installed and used on a 3kV DC, 25kV AC, dual voltage (3kV DC and 25kV AC) and 50kV AC locomotives.	1	Sum		

		Total, exclusive of VAT:	
		VAT at (15%)	
		Total Inclusive of VAT (where applicable)	

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) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) 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.
- e) 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.

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:

Respondent's Signature

Date & Company Stamp

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.

DECLARATION OF INTEREST REGARDING PERSONS EMPLOYED BY THE STATE (SBD4)

12. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

13. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:**

13.1. Full Name of bidder or his or her representative:

13.2. Identity Number:

¹ "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

13.3. Position occupied in the Company (director, trustee, shareholder²):

13.4. Company Registration Number:

13.5. Tax Reference Number:

13.6. VAT Registration Number:

13.7. Are you or any person connected with the bidder presently employed by the state?	YES / NO
13.7.1. If so, furnish the following particulars:	
Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:
Any other particulars:
13.8. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO
13.8.1. If yes, did you attached proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	YES / NO
13.8.2. If no, furnish reasons for non-submission of such proof:
13.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	YES / NO
13.9.1. If so, furnish particulars:
13.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO
13.10.1. If so, furnish particulars:
13.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO
13.11.1. If so, furnish particulars:
13.12. Do you or any of the directors / trustees / shareholders / members of	YES / NO

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

the company have any interest in any other related companies whether or not they are bidding for this contract?	
13.12.1. If so, furnish particulars:

The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 14 below.

14. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

BREACH OF LAW

15. 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 <hr/>
--------	--

Respondent's Signature

Date & Company Stamp

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 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-BBBEE 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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14

4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	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 .]
EME³	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

³ 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.

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?

(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 last 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 paragraph 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

SBD 9- CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
2. Transnet will take all reasonable steps to prevent abuse of the supply chain management system and to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
3. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
4. In order to give effect to the above, the following certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium⁴ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. geographical area where product or service will be rendered (market allocation)
 - c. methods, factors or formulas used to calculate prices;
 - d. the intention or decision to submit or not to submit, a bid;

⁴ 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

- e. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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.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

ANNEXURE A: TECHNICAL/FUNCTIONAL SUBMISSION QUESTIONNAIRE

NAME OF BIDDER: _____

RFQ: ERACMR-PRC-36705

Description of Works: For the provision of railway overhead track equipment condition monitoring system

For the provision of coal clean-up spillage in Nelspruit	THRESHOLD
TECHNICAL EVALUATION	100 %
FUNCTIONAL EVALUATION	90 %

Part A ~ Technical Evaluation

Quality Criteria	Weightings	Scoring Guideline (0-5)
Technical Capability:		
Appendix B: Technical Data Sheet	25%	5 (100 %) – Appendix B: Technical Data Sheet is completed. 0 (0 %) – Appendix B: Technical Data Sheet is not completed.
Quality management system certified to SANS 9001/ ISO 9001 requirements	25%	5 (100 %) – Quality management system certified to SANS 9001/ ISO 9001 is submitted. 0 (0 %) – Quality management system certified to SANS 9001/ ISO 9001 is not submitted.
Project plan clearly indicating milestones during the delivery, installation, commissioning and testing at Transnet facility using provided locomotive	25%	5 (100 %) – Project plan clearly indicating milestones during the delivery, installation, commissioning, and testing is submitted. 0 (0 %) – Project plan clearly indicating milestones during the delivery, installation, commissioning, and testing is not submitted.
The guarantee and warranty period for all components and software shall be provided in writing with OEM documents.	25%	5 (100 %) – guarantee and warranty period for all components and software shall be provided in writing with OEM documents is submitted. 0 (0 %) – guarantee and warranty period for all components and software shall be provided in writing with OEM documents is not submitted.

Respondent's Signature

Date & Company Stamp

What evidence is submitted:

Where, in your Tender file, is the evidence located:

Part B ~ Functional Evaluation

Criteria	Indicator for Scoring	POINTS
Work experience Supporting documents must be provided and contactable references relevant this RFQ	Submitted 0 completed projects on Railway overhead track equipment conditioning monitoring system.	0
	Submitted at least 1 completed project on Railway overhead track equipment conditioning monitoring system including programming software, commissioning and testing.	1
	Submitted at least 2 completed projects on Railway overhead track equipment conditioning monitoring system including programming software, commissioning and testing.	2
	Submitted at least 3 completed projects on Railway overhead track equipment conditioning monitoring system including programming software, commissioning and testing.	3
Delivery Programme	No delivery Period submitted for the Project	0
	Delivery Period of > 6 weeks	1
	Delivery Period > 3 ≤ 6 weeks	2
	Delivery Period of ≥ 3 weeks	3

Respondent's Signature

Date & Company Stamp



TECHNOLOGY MANAGEMENT
ELECTRICAL TECHNOLOGY
SPECIFICATION

**RAILWAY OVERHEAD TRACK EQUIPMENT CONDITION
MONITORING SYSTEM**

Author:	Engineer Electrical Technology	A. Reddy
Co-Author:	Engineering Technician Electrical Technology	S.S Fikeni
Approved:	Chief Engineering Technician Electrical Technology	G.M Sebaka
Authorized:	Principal Engineer Electrical Technology	S.E Sibande

Handwritten signature of A. Reddy in black ink, positioned above a horizontal line.

Handwritten signature of S.S Fikeni in black ink, positioned above a horizontal line.

Handwritten signature of G.M Sebaka in black ink, positioned above a horizontal line.

Handwritten signature of S.E Sibande in black ink, positioned above a horizontal line.

21 October 2021

Circulation Restricted To: Transnet

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TE		

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1 SCOPE

- 1.1. This specification details Transnet's requirement for the supply and commissioning of a railway overhead track equipment conditioning monitoring system to be installed and used on 3 kV DC, 25 kV AC, Dual voltage (3 kV DC and 25 kV AC) and 50 kV AC locomotives to provide real time and offline measurements of the dynamic interaction between the pantograph and overhead track equipment.
- 1.2. The system must measure or calculate the vertical contact force, longitudinal contact force, stagger, contact wire height, GPS co-ordinates and kilometre mast pole number of the interaction between the overhead track equipment and the pantograph.
- 1.3. This specification contains the schedule of requirements (Appendix A) which must be completed by the relevant Transnet Representative.
- 1.4. This specification contains the technical datasheet (Annexure B) which must be completed by the supplier and must be submitted as part of the tender documents.

2 BACKGROUND

- 2.1. Transnet Freight Rail Technology Management requires a railway overhead track equipment condition monitoring system. The system must monitor the condition of the overhead track equipment on 3 kV DC, 25 kV AC and 50 kV AC lines.
- 2.2. The system must measure the dynamic and geometric interaction between the pantograph and the overhead track equipment.
- 2.3. The system must measure or calculate the vertical contact force, longitudinal contact force, stagger, contact wire height, GPS co-ordinates and kilometre mast pole number of the interaction between the contact wire and the pantograph collector head.
- 2.4. Interpretation of the measured parameters as stated in Clause 2.3 will be used to determine the location of defects such as hard spots, unbalance section insulators, kinks, unbalanced striking points, skew splices and skew steady arms on the overhead track equipment.
- 2.5. These defects result in damage to the pantograph and overhead track equipment, incorrect contact wire gradient, insufficient contact wire tension and incorrect height and stagger of the contact wire.

3 NORMATIVE REFERENCES

- 3.1. Unless otherwise specified, all materials, equipment and testing methods shall comply with the current edition of the relevant IEC, EN, SANS or Transnet Freight Rail publications where applicable.

3.1 International Electro-technical Commission

IEC 60077-1: 2017	Railway application – Electric equipment for rolling stock – Part 1: General service conditions and general rules.
IEC 60060-1: 2010	High-voltage test techniques - Part 1: General definitions and test requirements
IEC 61373: 2010	Railway applications – Rolling stock equipment – Shock and vibration tests.
IEC 60529: 2013	Degrees of protection provided by enclosures
IEC 62497-1: 2010	Railway applications – insulation coordination – part 1: Basic requirements – Clearances and Creepage distances for all electrical and electronic equipment

3.2 British Standard

BS EN 50317:2012	Railway applications - Current collection systems - Requirements for and validation of measurements of the dynamic interaction between pantograph and overhead contact line
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3.3 International Organisation for Standardization

ISO 9001: 2015	Quality management systems — Requirements
-------------------	---

3.4 Transnet Publications

BBG 4670	Complying with safety requirements during OCMS and infra-red tests.
BBF 9270	Gauge and safety clearances for roof mounted electrical equipment on rolling stock.
BBF 3690	Electrical safety instructions
BBC 7770 version 1	Process to conduct technical audits by means of measurements with the overhead condition monitoring system

4 ABBREVIATIONS AND DEFINITIONS

°C	Degrees Celsius
Pa	Pascal
SI	International System
A	Ampere
km	Kilometre
Km/h	Kilometer per hour
SAT	Site Acceptance Test
AC	Alternating Current
DC	Direct Current
IP	Ingress Protection
m	meter
kV	Kilo-volt
UV	Ultraviolet
OCMS	Overhead Condition Monitoring System
OHTE	Overhead Track Equipment

OEM	Original Equipment Manufacture
GPS	Global Positioning System
TFR	Transnet Freight Rail
OV4	Overvoltage 4
PD4	Pollution degree 4
CSV	Comma separated values data file type
LVDT	Linear Variable Differential Transformer
ISP	Internet service provider
Cloud storage	Cloud storage is a cloud computing model that stores data on the Internet.
Pantograph	Apparatus for collecting current from one or more contact wires, formed of a hinged device designed to allow vertical movement of the pantograph head
System	Railway Overhead Track Equipment Condition Monitoring System
Stagger	Refers to the lateral position of the contact wire relative to the center of the pantograph head.
Contact wire	Electric conductor of an overhead contact line with which the current collectors make contact
Contact wire height	Distance from the top of the rail level to the lower face of the contact wire. The contact wire height is measured perpendicular to the track or road surface.
Vertical Contact Force	The total force exerted in the vertical plane by the pantograph on the contact wire.
Longitudinal Contact Force	This is the force exerted in the direction of travel on the pantograph head.
Cross over	Electrical contact wire span formed by several conductors crossing each other
Overlaps	Electrical contact wire span formed by several conductors in parallel
Contact strips	Replaceable wearing part of the pantograph head which interfaces with the contact wire

5 SERVICE CONDITIONS

5.1 ENVIRONMENTAL CONDITIONS

Altitude	0 - 1800 m above sea level
Relative humidity	10% to 90%
Ambient temperature	-10° C to +55° C (Temperature on the roof of the locomotive can reach 200 °C in tunnels.)
Wind pressure	750 Pa
Lightning conditions	20 ground flashes/km ² per annum
Pollution	Heavily salt laden with industrial pollutants including diesel-electric locomotive emissions

5.2 ELECTRICAL SERVICE CONDITIONS

- 5.2.1 The system shall be suitable to continuously operate safely under the voltage parameters stated in Table 1.

Table 1: OHTE system voltage parameters

3 kV DC Line	Nominal DC System Voltage	3kV DC
	Highest DC System Voltage	4.5kV DC
	Lowest DC Voltage of System	2.2kV DC
25 kV AC Line	Nominal AC System Voltage	25kV AC
	Highest AC System Voltage	31kV AC
	Lowest AC Voltage of System	19kV AC
50 kV AC Line	Nominal AC System Voltage	50kV AC
	Highest AC System Voltage	55kV AC
	Lowest AC Voltage of System	28kV AC

6 GENERAL REQUIREMENTS

- 6.1. The supplier must ensure that the railway overhead track equipment condition monitoring system is a system that is immediately ready to be purchased by TFR with customization required as stated in this specification.

7 TECHNICAL REQUIREMENTS

7.1 HARDWARE REQUIREMENTS

- 7.1.1. The supplier must ensure that all mounting brackets are provided to integrate the system into all the pantographs used by TFR.
- 7.1.2. The supplier must ensure that the system is integrated into a test locomotive that Transnet will provide during the commissioning phase.
- 7.1.3. The supplier must ensure that a contact method such as an instrumented pantograph is used to measure the dynamic interaction between the pantograph and OHTE.
- 7.1.4. The supplier must be aware that alternative methods to a contact method can be discussed and approved with TFR Technology Management (Electrical).
- 7.1.5. The supplier must ensure that optical sensors are used to measure the dynamic interaction between the pantograph and OHTE if a contact method is used and the optical sensors are temperature compensated.
- 7.1.6. The supplier must ensure that a GPS receiver is used to measure the location.
- 7.1.7. The supplier must ensure that kilometre mast pole number is related to GPS co-ordinates.
- 7.1.8. The supplier must ensure that an LVDT or laser sensor is used to measure the height.
- 7.1.9. The supplier must ensure that the measured data collected from all the sensors are stored in a data acquisition device located inside the locomotive and stored in cloud storage.
- 7.1.10. The supplier must ensure that the system can operate using 220/230 V AC 50 Hz voltage supply.
- 7.1.11. The supplier must ensure that the system is easily detachable so it can be installed on another pantograph and locomotive.
- 7.1.12. The supplier must ensure that a solid state hard drive is used store the data.
- 7.1.13. The supplier must ensure that the system is capable of being calibrated to operate with the pantograph types used by TFR.

- 7.1.14. The supplier must ensure that the system is capable of operating with the pantograph secondary suspension systems used by TFR which is rubber, spring and leaf spring secondary suspension systems.
- 7.1.15. The supplier must be aware that design modifications to the pantograph will have to be approved by TFR Technology Management (Electrical).
- 7.1.16. The supplier must ensure that components of the system on the locomotive roof is IP 67 certified as per IEC 60529: 2013 and have robust mechanical protection.
- 7.1.17. The supplier must ensure that the data acquisition device can withstand the environmental conditions stated in Clause 5.1.

7.2 SOFTWARE REQUIREMENTS

- 7.2.1. The supplier must ensure that the operating system and all applications to use the system are provided together with licenses that don't need to be renewed and are not bound by a maintenance agreement.
- 7.2.2. The supplier must ensure that all applications required to analyse the measured data can be installed on eight personal laptops.
- 7.2.3. The supplier must ensure that vertical contact force is calculated according to BS EN 50317:2012 and the measurement range for the vertical contact force is equal to or better than ± 500 newton's and the maximum error of the measurement value must be equal to or less than 5%.
- 7.2.4. The supplier must ensure that the longitudinal contact force is calculated according to BS EN 50317:2012 and that the measurement range for the longitudinal contact force is equal to or better than ± 500 newton's and the maximum error of the measurement value must be equal to or less than 5%.
- 7.2.5. The supplier must ensure that the false positive rate of the system is equal to or less than 5%.
- 7.2.6. The supplier must ensure that the stagger is calculated from the vertical contact force values and the measurement range for the stagger is 700 mm measured from the centre of the contact strip to either end of the contact strip. The total stagger range will then be 1400mm. The stagger calculation needs to account for cross over sections and overlaps.
- 7.2.7. The supplier must ensure that the height is measured from the top of the rail level to the lower face of the contact wire, the measurement range for the height is between 0 mm and 6500 mm and the accuracy shall be equal to or better than 25 mm.
- 7.2.8. The supplier must ensure that the measurement range for the speed is between 0 km/h and 120 km/h.
- 7.2.9. The supplier must ensure that the GPS coordinates are displayed in decimal degrees and the GPS accuracy needs to be a minimum of 5 meters or better.
- 7.2.10. The supplier must ensure that the sampling rate for the parameters stated in Clause 7.2.3 to 7.2.9 is greater than 500 samples per second.
- 7.2.11. The supplier must ensure that the vertical and longitudinal contact forces are low pass filtered with an appropriate cut-off frequency to eliminate noise. The filter shall be sixth order or higher and either analogue or digital filters may be used.
- 7.2.12. The measured and calculated values stated in Clause 7.2.3 to 7.2.9 need to be synchronized according to time for the duration of each data acquisition period.

- 7.2.13. The supplier must ensure that the vertical contact force, longitudinal contact force, stagger, height and speed are plotted in individual graphs in real time and offline.
- 7.2.14. The supplier must ensure that the X-axis and Y-axis is scalable manually, have an auto scale function and have a zoom function for each graph.
- 7.2.15. The supplier must ensure that the acquired parameters as stated in Clause 7.2.3 to 7.2.9 are processed and displayed in real time on a screen within the locomotive, displayed in real time offsite using a web interface and stored locally in a common data file type such as csv file type by a data acquisition device.
- 7.2.16. The supplier must ensure that error reports including the date, time, error parameter value, GPS location and kilometre mast pole number are created if the adjustable limit for the parameters stated in Clause 7.2.3 to 7.2.7 are exceeded and the error reports are stored locally as well.
- 7.2.17. The supplier must ensure that the limit values for the parameters for the error reports stated in Clause 7.2.3 to 7.2.7 must be adjustable.
- 7.2.18. The supplier must ensure that the system is able to start and record data automatically when powered on and the speed exceeds an adjustable value.
- 7.2.19. The supplier must ensure that the system stops recording data when the speed is below an adjustable value and the data is still displayed in real time.
- 7.2.20. The supplier must ensure that the system has remote functionality through a web interface.

7.3 COMMUNICATION REQUIREMENTS

- 7.3.1. The supplier must ensure that communication between measurement equipment on the locomotive roof and data acquisition device inside the locomotive is done via optical connection or wireless connection. (The communication method must be reliable under all voltage conditions, including OV 4 as stated in IEC 62497-1: 2010 and wireless communication methods shall not interfere with existing locomotive RF systems)
- 7.3.2. The supplier must ensure that the optical connection is greater than or equal to 30 meters if the optical connection method is used to transfer data from the measurement equipment on the locomotive roof to the data acquisition device inside the locomotive.
- 7.3.3. The supplier must ensure that error reports including the date, time, parameter value, GPS coordinates and kilometre mast pole number must be sent wirelessly via email or SMS to a TFR Technology Management representative and stored locally.
- 7.3.4. The supplier must ensure that the ISP device is provided to send the error reports wirelessly.
- 7.3.5. The supplier must ensure that an ISP contract is provided for the duration of the after sale support.
- 7.3.6. The supplier must ensure that the system allows for API sharing of data to various Transnet systems such as Microsoft Azure, SAP, etc.

7.4 SAFETY REQUIREMENTS

- 7.4.1. The supplier must ensure that the system conforms to the Transnet Electrical Safety Instructions as stated in BBF 3690.
- 7.4.2. The supplier must ensure that the system is be able to withstand the vibration caused by the locomotive as stated in IEC 61373: 2010.
- 7.4.3. The supplier must ensure that the system has sufficient insulation to be able to function in the vicinity of 3kV DC, 25kV AC and 50kV AC electrified networks under OV 4 and PD 4 conditions as stated in IEC 62497-1: 2010. Therefore, all relevant components of the system must be subjected to the applicable dielectric tests as stated in IEC 60077-1: 2017.
- 7.4.4. The supplier must ensure that any component of the system does not exceed the height gauge of the rolling stock used by TFR as stated in the Transnet Document BBF920.
- 7.4.5. The supplier must ensure that the system is UV resistance, non-flammable and environmentally safe.
- 7.4.6. The supplier must ensure that the system conforms to the general service conditions and general rules for electric equipment for rolling stock as stated in IEC 60077-1: 2017.

8 TESTING AND COMMISSIONING

- 8.1. Site Acceptance Test (SAT) conducted upon delivery by the successful supplier in the presence of representatives from Transnet Freight Rail. The following must be clearly described by the successful supplier:
 - Commissioning Objective
 - Sequence of activities
 - Acceptance criteria
- 8.2. Transnet reserves the right to be present at all tests and commissioning.
- 8.3. The supplier must assist TFR, Technology Management representative in the testing and commissioning of the system supplied by doing verification with BBC 7770 version 1 that will be availed by TFR, Technology Management.
- 8.4. The responsibility of arranging the tests and commissioning rests with the successful supplier and TFR, Technology Management representatives.
- 8.5. The supplier must test and commission the system using relevant Transnet facilities.
- 8.6. TFR, Technology Management department representative reserves the right to request additional test(s) deemed necessary to ensure compliance.

9 MAINTENANCE REQUIREMENTS

- 9.1. The supplier must certify the availability of spare parts for a period of at least five (5) years from date of delivery, or as otherwise specified in this specification or in any purchase order.
- 9.2. The supplier must ensure that all replaceable components are readily available from a local supplier.

- 9.3. The supplier must provide a minimum guarantee and warranty period of 2 year for the system including all installed software.
- 9.4. The supplier must offer after sale support for the system and all installed software for a period of 2 year.

10 DOCUMENTATION REQUIREMENTS

- 10.1. Drawings and datasheets for all separate components must be submitted with tender.
- 10.2. The supplier must provide all drawings and documents written in English.
- 10.3. All units indicated in the documentation must be in metric system.
- 10.4. The supplier must submit detailed spare parts catalogue.
- 10.5. The supplier must provide one copy of an operation manual, technical datasheet, calibration certificates and the method of installation.

11 QUALITY ASSURANCE

- 11.1. The supplier must have a quality management system certified to ISO 9001: 2015 requirements.
- 11.2. The scope of activities indicated in the certificate must cover the scope of work called for in the specification (i.e. Supply, testing and commissioning).

12 PROJECT TIMELINES

- 12.1. The supplier must submit preliminary project plan clearly indicating milestones for the delivery, installation, commissioning and testing of the system.
- 12.2. The supplier must adhere to the following milestone dates:
 - 12.2.1. Delivery: 4 weeks
 - 12.2.2. Installation, commissioning and testing: 4 - 8 weeks

13 TRAINING

- 13.1. The supplier must provide training to TFR personnel in English at Transnet facilities.
- 13.2. The supplier must describe the necessary training programme available for the maintenance and operation of the system offered.
- 13.3. The training must be provided for at least 10 TFR personnel after the successful completion of the commissioning process.

14 PACKAGING, HANDLING AND STORAGE

- 14.1. All equipment must be packed in a manner that it will be adequately protected against damage and entry of dust/moisture during delivery.
- 14.2. Outside of packaging must be marked with:
 - Order/ Contract number.
 - A List of parts and quantities
 - Other information as requested by Supply Chain Services.
- 14.3. The supplier must provide a robust and rugged storage and transportation case for the system with a minimum IP65 rating.

15 GUARANTEE AND DEFECTS

- 15.1. The supplier must provide all information regarding guarantees and warranties in writing.
- 15.2. The supplier must guarantee that the supplied solution conforms to the requirements stipulated in this specification.
- 15.3. The supplier must accept liability for original equipment manufacturer defects, which may appear in the design, material used and workmanship.
- 15.4. The supplier shall provide a spare parts list with OEM contact details and model for each item, including all the OEM instructions.

16 METHOD OF TENDERING

- 16.1. The Supplier(s) must indicate clause-by-clause compliance with the specification. This must 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.
- 16.2. Statement of non-compliance must be motivated by the supplier(s), Transnet reserves the right to accept or reject proposal from motivation of non-compliance, as per clause 16.1.
- 16.3. Technical documentation stated in the specification must be submitted by the supplier(s).
- 16.4. Any items offered in accordance with other standards will be considered at the sole discretion of Transnet. The supplier(s) must 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 the relevant TFR, Technology Management department in writing.
- 16.5. Failure to comply with clause 16.1, 16.2, 16.3 and 16.4, could preclude a supplier(s) from consideration.
- 16.6. In the event of any conflict between the various submitted relevant documents, the order of precedence shall be, and in consultation with TFR, Technology Management:
 - Legal and safety requirements.
 - This Specification.

END

APPENDIX A: SCHEDULE OF REQUIREMENTS

(To be completed by Transnet Representative)

1	Name of depot / Department		
2	Quantity		
3	Training required	Yes	No
4	Special requirements	<div>.....</div> <div>.....</div> <div>.....</div> <div>.....</div> <div>.....</div> <div>.....</div> <div>.....</div> <div>.....</div> <div>.....</div> <div>.....</div> <div>.....</div>	

Completed by

Capacity

Signature

Date

.....

.....

.....

.....

APPENDIX B: TECHNICAL DATA SHEET

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

SPECIFICATION FOR RAILWAY OVERHEAD TRACK EQUIPMENT CONDITION MONITORING SYSTEM

Supplier			
Manufacture's trade name			
Date of delivery			
Clause No.	Technical specifications and Requirements (Refer to BBH4911 for full clause description)	Comply/Non-comply	Proof required
1.1	Provide Railway Overhead Track Equipment Condition Monitoring System with customization required as stated in this specification		Declare
7.1.1	Mounting brackets are provided to integrate system into all pantographs used by TFR		Declare
7.1.3	Contact method is used to measure the dynamic interaction between the pantograph and OHTE		Declare
7.1.5	Optical sensors are used to measure the vertical and longitudinal contact force in Newton's if a contact method is used and measurement range for each force is ± 500 Newton's		Declare
7.2.11	Vertical and longitudinal contact forces are low pass filtered with an appropriate cut-off frequency.		Declare
7.1.4	Non-contact method can be proposed to measure the dynamic interaction between the pantograph and OHTE		Declare
7.1.6/7.2.9	A GPS receiver is used to measure the location in decimal degrees and the accuracy needs to be a minimum of 5m or better		Declare
7.1.7	Kilometer mast pole number is related to GPS co-ordinates		Declare
7.1.8/7.2.7	LVDT or laser sensor is used to measure the height in mm and the measurement range is from 0 mm to 6500 mm		Declare
7.1.6/7.2.8	GPS receiver is used to measure the speed in km/h and the measurement range includes 0 km/h to 120 km/h		Declare
7.2.6	Stagger is calculated in mm and the measurement range is ± 700 mm		Calculation
7.2.6	The stagger calculation accounts for cross over sections and overlaps		Calculation
7.2.5	False positive rate of the system is equal to or less than 5%.		Declare
7.2.10	The sampling rate for the parameters stated in Clause 7.2.3 to 7.2.9 needs to be a minimum of 500 samples per second or better		Declare
7.2.12	All Measured and calculated values sampled need to be synchronized according to time for the duration of each data acquisition period		Declare
7.1.9	Measured data collected from all the sensors are stored in a data acquisition device located inside the locomotive		Declare
7.1.9	Measured data collected from all the sensors are stored in cloud storage		Declare
7.1.10	System can operate using 220/230 V AC 50 Hz voltage supply		Declare

7.1.11	System is easily detachable so it can be installed on another pantograph and locomotive	Declare
7.1.12	System uses solid state hard drive to store the data	Declare
7.1.13	System is capable of being calibrated to operate with the pantograph types used by TFR	Declare
7.1.14	System is capable of operating with the pantograph secondary suspension systems used by TFR which is rubber, spring and leaf spring	Declare
7.1.16	Components located outside of locomotive are IP67 rated	Declare
7.1.17	Data acquisition device can withstand the environmental conditions stated in Clause 5.1.	Declare
7.2.1	Operating system and all applications to use the system are provided together with licenses that don't need to be renewed	Declare
7.2.2	All applications required to analyze the measured data can be installed on eight personal laptops	Declare
7.2.13	Vertical contact force, longitudinal contact force, stagger, height and speed are plotted in individual graphs in real time and offline	Declare
7.2.14	X-axis and Y-axis is scalable manually, have an auto scale function and have a zoom function for each graph	Declare
7.2.15	All parameters sampled are processed and displayed in real time on a screen within the locomotive	Declare
7.2.15	All parameters sampled are displayed in real time offsite using a web interface and stored locally	Declare
7.2.15	All parameters sampled are stored locally within the data acquisition device using csv file type	Declare
7.2.16	Error reports are created if the adjustable limit for the parameters stated in Clause 7.2.3 to 7.2.7 are exceeded	Declare
7.2.16	Error reports include the date, time, error parameter value, GPS location and kilometer mast pole number	Declare
7.2.18	System is able to start and record data automatically when power is on and the speed exceeds an adjustable value	Declare
7.2.19	System stops recording data when the speed is below an adjustable value and the data is still displayed in real time	Declare
7.2.20	System has remote functionality through a web interface	Declare
7.3.1	Communication between measurement equipment on the locomotive roof and data acquisition device inside the locomotive is done via optical connection	Declare
7.3.1	Communication between measurement equipment on the locomotive roof and data acquisition device inside the locomotive is done via wireless connection	Declare
7.3.2	Optical connection is greater than or equal to 30 meters if the optical connection method is used to transfer data from the measurement equipment to the data acquisition device	Declare
7.3.3	Error reports are sent wirelessly via email or SMS to TFR personnel	Declare
7.3.3	Error reports are stored locally in the data acquisition device	Declare
7.3.4	ISP device is provided to send the error reports wirelessly	Declare
7.3.5	ISP contract is provided for the duration of the after sale support	Declare
7.3.6	System allows for API sharing of data to various Transnet systems such as Microsoft Azure, SAP, etc	Declare
7.4.1	System conforms to the Transnet Electrical Safety Instructions	Declare
7.4.2	System is able to withstand the vibration caused by the locomotive as stated in IEC 61373: 2010	Declare
7.4.3	System has sufficient insulation to be able to function in the vicinity of 3kV DC, 25kV AC and 50kV AC electrified networks under OV 4 and PD 4 conditions as stated in IEC 62497-1: 2010	Declare

7.4.4	Any component of the system does not exceed the height gauge of the rolling stock used by TFR as stated in the Transnet Document BBF920	Declare
7.4.5	System is UV resistance, non-flammable and environmentally safe	Declare
7.4.6	System conforms to the general service conditions and general rules for electric equipment for rolling stock stated in IEC 60077-1	Declare
13.1	Provide training to TFR personnel in English.	Declare
14.3	Storage and transportation case with a minimum IP65 rating	Declare
15.3	Accept liability for original equipment manufacturer defects	Declare
15.4	Provide a spare parts list with OEM contact details and model for each item	Declare

Completed by

Capacity

Signature

Date

GENERAL BID CONDITIONS

[June 2021]

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1 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:

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Goods** shall mean the goods required by Transnet as specified in its Bid Document;
- 1.5 **Parties** shall mean Transnet and the Respondents to a Bid Document;
- 1.6 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.7 **RFP** shall mean Request for Proposal;
- 1.8 **RFQ** shall mean Request for Quotation;
- 1.9 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.10 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.11 **Service Provider or Supplier** shall mean the successful Respondent;
- 1.12 **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;
- 1.13 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.14 **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.

2 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.

3 SUBMITTING OF BID DOCUMENTS

- 3.1 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.
- 3.2 The Bid Documents must be completed in their entirety and Respondents are required to complete their Bid submissions legibly in non-erasable ink.
- 3.3 Bids shall be delivered in a sealed envelope in accordance with the instructions indicated in the Bid Documents with the Bid number and subject marked on the front of the envelope.
- 3.4 The Respondent's return address must be stated on the reverse side of the sealed envelope.

4 USE OF BID FORMS

- 4.1 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.
- 4.2 Respondents must note that the original Bid forms and/or formats must be completed for submission.

- 4.3 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.

5 BID FEES

- 5.1 A non-refundable fee may be charged for Bid Documents, depending on the administrative cost of preparing and issuing the Bid Document provided the Bid Documents are also made available free of charge on the National Treasury eTender Publication Portal.

6 VALIDITY PERIOD

- 6.1 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.
- 6.2 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.

7 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.

8 CLARIFICATION BEFORE THE CLOSING DATE

Should clarification be required on any aspect of the Bid before the closing date, the Respondent must direct such queries to the contact person listed in the RFX Document in the stipulated manner.

9 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 Chairperson or the Secretary of the relevant Acquisition Council.

10 UNAUTHORISED COMMUNICATION ABOUT BIDS

Where Bids are submitted to the Secretary of an Acquisition Council, Respondents may at any time communicate with the Secretary on any matter relating to its Bid but, in the absence of written authority from the Secretary, 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 Acquisition Council 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.

11 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.

12 DEFAULTS BY RESPONDENTS

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

- 12.1 enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- 12.2 accept an order in terms of the Bid;
- 12.3 furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- 12.4 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.

13 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.

14 PRICES SUBJECT TO CONFIRMATION

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

15 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.

16 EXCHANGE AND REMITTANCE

- 16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 16.5 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.

- 16.6 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].

17 ACCEPTANCE OF BID

- 17.1 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.
- 17.2 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.

18 NOTICE TO UNSUCCESSFUL RESPONDENTS

- 18.1 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.

19 TERMS AND CONDITIONS OF CONTRACT

- 19.1 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.
- 19.2 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.

20 CONTRACT DOCUMENTS

- 20.1 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.
- 20.2 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 / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- 20.3 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/Intent, shall constitute a binding contract until the final contract is signed.

21 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.

22 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.

23 RESPONDENT'S SAMPLES

- 23.1 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.
- 23.2 Transnet reserves the right to retain samples furnished by Respondents in compliance with Bid conditions.
- 23.3 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.
- 23.4 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.

24 SECURITIES

- 24.1 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.
- 24.2 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.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 For the purpose of clause 24.124.1 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.
- 24.5 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 24 will be for the account of the Supplier/Service Provider.

25 PRICE AND DELIVERY BASIS FOR GOODS

- 25.1 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.
- 25.2 Respondents must furnish their Bid prices in the Price Schedule of the Bid Documents on the following basis:
- a) 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.
 - b) 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.

26 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.

27 QUALITY OF MATERIAL

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

28 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.

29 VALUE-ADDED TAX

- 29.1 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.
- 29.2 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.

30 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

30.1 Method of Payment

- a) 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.

- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) 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.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 30.1 (a) above. Failure to comply with clause 30.1 (a) 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.

30.2 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.

31 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

31.1 Contract Quantities

- a) 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.
- b) 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.
- c) 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.

31.2 Delivery Period

- a) **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.
- b) **Progress Reports**
The Supplier/Service Provider may be required to submit periodical progress reports with regard to the delivery of the Goods/Services.
- c) **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.

32 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS

32.1 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.

32.2 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.

32.3 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.

32.4 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.

33 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

33.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the Secretary of the Acquisition Council or to a designated official of Transnet according to whichever officer is specified in the Bid Documents.

33.2 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.

33.3 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.

33.4 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.

- a) 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.
- b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
- c) 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.
- d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi*.

33.5 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]:

- a) 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
- b) 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.

33.6 The attention of the Respondent is directed to clause 24 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.

34 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.

35 CONFLICT WITH ISSUED RFX DOCUMENT

35.1 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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