

**TRANSNET RAIL INFRASTRUCTURE MANAGER**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

**REQUEST FOR QUOTATION [RFQ] No. ERACES KDS 57277**

**FOR THE REPAIRS AND SERVICE OF HYDRAULIC TRACK MAINTENANCE TOOLS ON AN "AS AND WHEN" REQUIRED BASIS OVER A PERIOD OF 2 YEARS.**

<b>ISSUE DATE:</b>	<b>28 NOVEMBER 2025</b>
<b>NON-COMPULSORY BRIEFING</b>	<b>05 DECEMBER 2025</b>
<b>CLOSING DATE:</b>	<b>12 DECEMBER 2025</b>
<b>CLOSING TIME:</b>	<b>10:00 AM</b>
<b>VALIDITY PERIOD:</b>	<b>04 SEPTEMBER 2026 (180 BUSINESS WORKING DAYS)</b>

**Note to the bidders:**

*Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.*

**Annexure A: Specification**

**Annexure B: Transnet Standard General Bid Conditions**

**Annexure C: Non-Disclosure Agreement**

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

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRIM, A DIVISION TRANSNET SOC LTD</b>							
BID NUMBER:	ERACES-KDS 57277	ISSUE DATE:	28 November 2025	CLOSING DATE:	12 December 2025	CLOSING TIME:	10:00AM
DESCRIPTION	FOR THE REPAIRS AND SERVICE OF HYDRAULIC TRACK MAINTENANCE TOOLS ON AN "AS AND WHEN" REQUIRED BASIS OVER A PERIOD OF 2 YEARS						
<b>BID RESPONSE DOCUMENTS SUBMISSION</b>							
<p>Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.</p> <p><b>RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.</b></p> <p>The Transnet e-Tender Submission Portal can be accessed as follows:</p> <ul style="list-style-type: none"> <li>Log on to the Transnet eTenders management platform website (<a href="https://www.transnet.net">https://www.transnet.net</a>);</li> <li>Click on "TENDERS";</li> <li>Scroll towards the bottom right hand side of the page;</li> <li>Click on "register on our new eTender Portal";</li> <li>Click on "ADVERTISED TENDERS" to view advertised tenders;</li> <li>Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);</li> <li>Click on "SIGN IN/REGISTER" - to sign in if already registered;</li> <li>Toggle (click to switch) the "Log an Intent" button to submit a bid;</li> <li>Submit bid documents by uploading them into the system against each tender selected.</li> <li>No late submissions will be accepted. The bidder guide can be found on the Transnet Portal <a href="https://transnetetenders.azurewebsites.net">transnetetenders.azurewebsites.net</a></li> </ul>							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	Edwin Senne			CONTACT PERSON	Edwin Senne		
TELEPHONE NUMBER	012 315 3083			TELEPHONE NUMBER	012 315 3083		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	<a href="mailto:edwin.senne@transnet.net">edwin.senne@transnet.net</a>			E-MAIL ADDRESS	<a href="mailto:edwin.senne@transnet.net">edwin.senne@transnet.net</a>		
<b>SUPPLIER INFORMATION</b>							
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:			<b>OR</b>	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
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]</b>			
<b>1</b> 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]	<b>2</b> ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>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.</b>			

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE:\_\_\_\_\_

## SECTION 2: NOTICE TO BIDDERS

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### 1 Responses to RFQ

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

### 2 Formal Briefing

A non-compulsory pre-proposal site meeting and/or RFQ briefing will be conducted at N 8 Trans Road, Silverton, 0186; Koedoespoort Transnet Infrastructure Depot; Location: <https://maps.google.com/?q=25.724735,28.285202> on the **05 December 2025**, at 11h00 for a period of  $\pm$  1 hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 *A Certificate of Attendance in the form set out in **Section 10** hereto must be completed and submitted with your Proposal as proof of attendance is required for a non - compulsory site meeting and/or RFQ briefing.*
- 2.2 Despite the briefing session being non-compulsory, Transnet encourages all Respondents to attend. Transnet will not be held responsible if any Respondent who did not attend the **non-compulsory** session subsequently feels disadvantaged as a result thereof.
- 2.3 Respondents are encouraged to bring a copy of the RFQ to the site meeting and/or RFQ briefing.
- 2.4 Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address: **edwin.senne@transnet.net**. This is to ensure that Transnet may make the necessary arrangements for the briefing session.

### 3 Communication

- 3.1 Specific queries relating to this RFQ before the closing date of the RFQ should be submitted onto the system and to [Edwin.Senne@transnet.net] before 12:00 pm on **09 December 2025**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.
- 3.2 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. 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.
- 3.3 Respondents may also, at any time after the closing date of the RFQ, communicate with the name of delegated individual on any matter relating to its RFQ response:

Telephone 011-584-0821

Email: [Prudence.Nkabinde@transnet.net](mailto:Prudence.Nkabinde@transnet.net)

- 3.4 All unsuccessful bidders have a right to request Transnet to furnish individual reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

### 4 Legal Compliance

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

## **5 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.

## **6 Changes to Quotations**

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

## **7 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.

## **8 Disclaimers**

8.1 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 notified of their bid being unsuccessful. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price.
- Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.

**9 Specification/Scope of Work**

**9.1** For the repairs and service of hydraulic track maintenance tools on an “as and when” required basis over a period of 2 years. **Please refer to (Annexure A)**

**10 Legal reviews**

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.

**11 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.

**12 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/>.

**13 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 platforms  
**PLEASE RETAIN YOUR REFERENCE NUMBER**



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



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



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



**Telegram**  
Speak to an Agent via Telegram



**0800 003 056**



**086 551 4153**



**reportit@ethicshelpdesk.com**



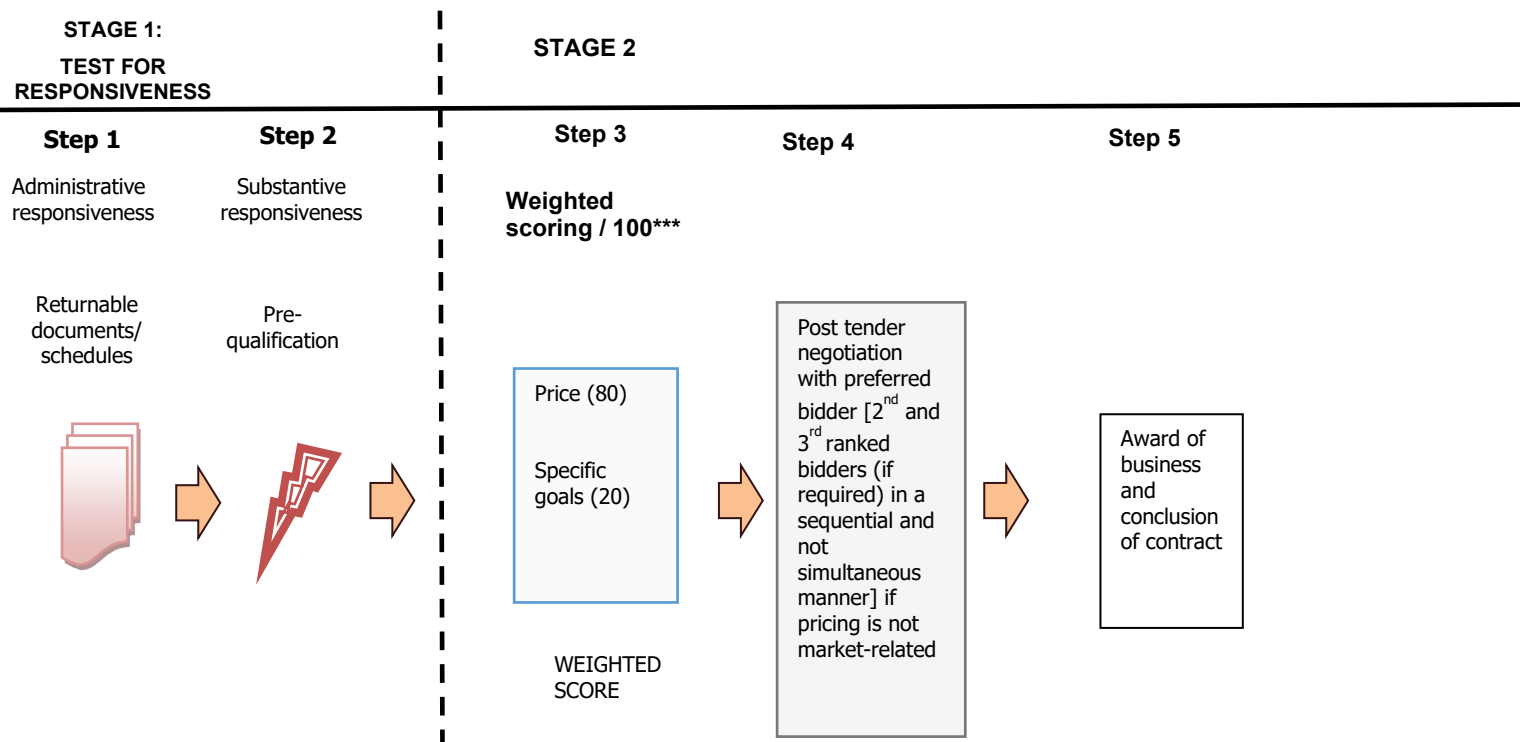
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## SECTION 3

### EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENT

#### 1 Evaluation Criteria

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



##### 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	<i>Section 3</i>
• Verify the validity of all returnable documents	<i>Section 3</i>
• Verify if the Bid document has been duly signed by the authorised respondent	<i>All sections</i>

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

##### 1.2 STEP TWO: Test for Substantive Responsiveness to RFQ

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

Check for substantive responsiveness	RFQ Reference
• Whether any general and legislation qualification criteria set by Transnet, have been met	All sections
• Whether the Bid contains a priced offer (All items priced)	Section 4 - Quotation Form
• Whether the Bid materially complies with the scope and/or specification given	All Sections



- Supplier registration on the National Treasury Central Supplier Database (CSD)

Section 2, paragraph 13

***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: Evaluation and Final Weighted Scoring

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

Evaluation Criteria	RFQ Reference
• Commercial offer	Section 4

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

$$Ps = 80 \left( 1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where:

$Ps$  = Score for the Bid under consideration

$Pt$  = Price of Bid under consideration

$P_{\min}$  = Price of lowest acceptable Bid

b) **Specific Goals** [Weighted score 20 points]

- Specific goals claim form
- Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 7, paragraph 3.2 of the specific goals claim.

### 1.4 STEP FOUR: 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).

### 1.5 STEP FIVE: 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 180 [one hundred and eighty] Business Days from the closing date of this RFQ, excluding the first day and including the last day. **04 September 2026.**

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 of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, ([www.etenders.gov.za](http://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.						
<b>Is the Respondent</b> (Complete with a "Yes" or "No")						
<b>A DPIP/FPPO</b>		<b>Closely Related to a DPIP/FPPO</b>		<b>Closely Associated to a DPIP/FPPO</b>		
<b>List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.</b>						
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 DPIIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIIP or FPPO. This list will include successful Respondents, if applicable.

#### 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	<b><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></b>
Returnable Documents Used for Scoring	<b><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></b>
Essential Returnable Documents	<b><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></b>

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:

<b>Mandatory Returnable Documents</b>	<b>Submitted [Yes or no]</b>
SECTION 4: Quotation Form (All items must be fully priced)	

##### 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:

<b>RETURNABLE DOCUMENTS USED FOR SCORING</b>	<b>SUBMITTED [Yes or No]</b>
<p>Respondent's valid proof of evidence to claim points for compliance with Specific Goals' requirements as stipulated in Section 7 of this RFQ (List all specific goals returnable document)</p> <ul style="list-style-type: none"> <li>B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline.</li> <li>Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline</li> </ul>	

**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:

<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
SECTION 1: SBD1 Form	
SECTION 3: Evaluation Methodology, Criteria and Returnable Documents	
SECTION 5: Certificate of Acquaintance with RFQ Documents	
SECTION 6: RFQ Declaration and Breach of Law Form	
SECTION 7: Specific Goals Claim Form	
SECTION 8: Protection of Personal Information	
SECTION 9: References and Experience	
SECTION 10: Certificate of attendance of non-compulsory RFQ briefing	
CSD Registration report	
Tax Clearance Certificate	

**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:

Item No:	HYDRAULIC TRACK JACKS	Qty	Unit of Measure	Unit rate per activity per tool for Year 1	Unit rate per activity per tool for Year 2
1	Inspection of jack for leaks, defective controls and wear and damages.	1	Each		
2	Draining & changing of hydraulic fluid.	1	Each		
3	Repair carry handle repair kit.	1	Each		
4	Polish and Hone jack cylinder.	1	Each		
5	Fitting of seal kits, cyl repair, reservoir repair kits	1	Each		
6	Fitting of new control mechanism.	1	Each		
7	Test and verification of jack.	1	Each		
8	Painting of Equipment if required	1	Each		
9	Overall load control valve and re calibrate	1	Each		
10	Repair hydraulic system & foot base.	1	Each		
11	Labour cost per hour	1	Hour		

Item No:	HYDRAULIC TIE TAMPERS	Qty	Unit of Measure	Unit rate per activity per tool for Year 1	Unit rate per activity per tool for Year 2
1	Inspection of tie tamper for leaks, defective mechanisms, and any form of abuse & damages.	1	Each		
2	Check tightness of fasteners and missing parts.	1	Each		
3	Check Hexagon bush in nose casting for wear and damage.	1	Each		
4	Lubricate Vibro-damped handles.	1	Each		
5	Recharge Nitrogen accumulator.	1	Each		
6	Overhauling of tie tamper vibrating mechanism. & test	1	Each		
7	Check for oil leaks and hydraulic hoses	1	Each		
8	Test and certification of machine.	1	Each		
9	Replacement of nose casting.	1	Each		
10	Testing and certification of tie tamper.	1	Each		
11	Painting of Equipment if required	1	Each		
12	Labour cost per hour	1	Hour		

Item No:	HYDRAULIC RAIL SAW	Qty	Unit of Measure	Unit rate per activity per tool for Year 1	Unit rate per activity per tool for Year 1
1	Inspection of machine for leaks, effective mechanisms, and any form of abuse.	1	Each		
2	Check tightness of fasteners.	1	Each		
3	Check rail clamp mechanism for wear and cracks.	1	Each		
4	Check controls/triggers and safety	1	Each		

	mechanism for wear and adjust if required.				
5	Overhaul of hydraulic motor and re-seal when necessary (note only OEM seals shall be used).	1	Each		
6	Overhaul of drive mechanism.	1	Each		
7	Check accuracy and square alignment for cutting the rail.	1	Each		
8	Test and certification of machine.	1	Each		
9	Painting of Equipment if Required	1	Each		
10	Labour cost per hour	1	Each		

Item No:	HYDRAULIC RAIL DRILLS	Qty	Unit of Measure	Unit rate per activity per tool for Year 1	Unit rate per activity per tool for Year 2
1	Inspection of machine for leaks, effective mechanisms and any form of abuse.	1	Each		
2	Check tightness of fasteners.	1	Each		
3	Check rail clamp mechanism for wear and cracks.	1	Each		
4	Check controls for wear and adjust if required.	1	Each		
5	Overhaul of hydraulic motor.	1	Each		
6	Overhaul of drive mechanism.	1	Each		
7	Inspect for oil leaks, inspect pipes & couplers	1	Each		
8	Check accuracy and square alignment to rail for drilling.	1	Each		
9	Test and certification of machine.	1	Each		
10	Painting of Equipment if Required	1	Each		
11	Labour cost per hour	1	Each		

Item No:	HYDRAULIC ANGLE GRINDER	Qty	Unit of Measure	Unit rate per activity per tool for Year 1	Unit rate per activity per tool for Year 2
1	Inspect machine for leaks and defective control mechanism or any abuse.	1	Each		
2	Carry out minor repairs/adjustments to machine.	1	Each		
3	Overhaul drive mechanism.	1	Each		
4	Overhaul hydraulic motor.	1	Each		
5	Check safety ratings in respect of speeds, torque and pressures. Check trigger mechanism and repair	1	Each		
6	Fitting of new seal kit.	1	Each		
7	Test and certify machine.	1	Each		
8	Painting of Equipment if Required	1	Each		
9	Labour cost per hour	1	Hour		

Item No:	HYDRAULIC 1" IMPACT WRENCHES	Qty	Unit of Measure	Unit rate per activity per tool for Year 1	Unit rate per activity per tool for Year 2
1	Inspect machine for leaks and defective control mechanism or any abuse and damages	1	Each		
2	Carry out minor repairs/adjustments to machine. E.G. repair loose and fit nonslip surface material on handle.	1	Each		
3	Overhaul impact mechanism - hammers and anvils	1	Each		
4	Overhaul hydraulic motor.	1	Each		
5	Check safety ratings in respect of speeds, torque and pressures.	1	Each		
6	Fitting of new seal kit.	1	Each		



7	Overhaul of impact mechanism	1	Each		
8	Test and certify machine.	1	Each		
9	Painting of Equipment if Required	1	Each		
10	Labour cost per hour	1	Hour		

Item No:	HYDRAULIC RAIL CROSSING GRINDERS MC 2	Qty	Unit of Measure	Unit rate per activity per tool for Year 1	Unit rate per activity per tool for Year 2
1	Inspect machine for leaks, defective controls, and wear on mechanical parts. Check belts and pulleys	1	Each		
2	Do adjustments and replace worn parts.	1	Each		
3	Overhaul drive mechanism(s).	1	Each		
4	Overhaul of hydraulic motor and re-seal when necessary (note only OEM seals shall be used).	1	Each		
5	Check mechanical operation of machine and replace worn parts.	1	Each		
6	Repair & align rail wheels.	1	Each		
7	Test and certification of machine.	1	Each		
8	Painting of Equipment if Required	1	Each		
9	Labour cost per hour	1	Each		

Item No:	HYDRAULIC RAIL PROFILE GRINDER MP 1	Qty	Unit of Measure	Unit rate per activity per tool for Year 1	Unit rate per activity per tool for Year 2
1	Inspect machine for leaks, defective controls, and wear on mechanical parts.	1	Each		
2	Do adjustments and replace worn parts.	1	Each		
3	Overhaul drive mechanism(s).	1	Each		
4	Overhaul of hydraulic motor and re-seal when necessary (note only OEM seals shall be used).	1	Each		
5	Check mechanical operation of machine and replace worn parts.	1	Each		
6	Test and certification of machine.	1	Each		
7	Painting of Equipment if Required	1	Each		
8	Labour cost per hour	1	Hour		

Item No:	HYDRAULIC POWER UNITS	Qty	Unit of Measure	Unit rate per activity per tool for Year 1	Unit rate per activity per tool for Year 2
1	Inspection of machine for oil leaks, defective mechanisms and any form of abuse and damages	1	Each		
2	Check Hydraulic manifold circuit for functionality and repair if required	1	Each		
3	Repair foot piece and driving mechanism	1	Each		
4	Do adjustments and replacement of wearing items.	1	Each		
5	Repair/replacement of hydraulic pump.	1	Each		
6	<b>Repair engine:</b>	1	Each		
	• Fuel system	1	Each		
	• Starting / electrical system & re-wiring	1	Each		
	• Exhaust system	1	Each		
	• Cooling system	1	Each		
7	Checking of hydraulic system performance and certification of machine in terms of Occupational Health and Safety Act...	1	Each		
8	Check & tested hydraulic flow to specification	1	Each		
9	Check, test, replace and repair electrical circuit, alternator, switches, sensors and wires and the Painting of Equipment if Required	1	Each		
10	Labour cost per hour	1	Hour		

Item No:	HYDRAULIC RAIL SHEARS	Qty	Unit of Measure	Unit rate per activity per tool for Year 1	Unit rate per activity per tool for Year 2
1	Inspect machine for wear, leaks and defective control and damages.	1	Each		
2	Check tightness of fasteners, polish and hone cylinders	1	Each		
3	Do adjustments and replace worn items.	1	Each		
4	Inspect cutting jaws for wear and alignment.	1	Each		
5	Replace seal kit.	1	Each		
6	Test and certify machine.	1	Each		
7	Painting of Equipment if Required	1	Each		
8	Labour cost per hour	1	Hour		

Mark-up Percentage Applicable for all machines		
<b>TIME TO REPAIR MACHINES</b>	<b>HYDRAULIC MACHINES</b>	<b>ESTIMATED HOURS TO REPAIR MACHINES</b>
Time to repair (Hours)	HYDRAULIC TRACK JACKS	
Time to repair (Hours)	HYDRAULIC TIE TAMPERS	
Time to repair (Hours)	HYDRAULIC RAIL SAW	
Time to repair (Hours)	HYDRAULIC RAIL DRILLS	
Time to repair (Hours)	HYDRAULIC ANGLE GRINDER	
Time to repair (Hours)	HYDRAULIC RAIL CROSSING GRINDERS MC 2	
Time to repair (Hours)	HYDRAULIC POWER UNITS	
Time to repair (Hours)	HYDRAULIC RAIL SHEARS	

Description	Technically competent to service and repair (Yes or No)
Hydraulic Power Pack	
Hydraulic Rail Disc Cutter	
Hydraulic 1" Impact Wrench	
Hydraulic Rail Bender complete	
Hydraulic Power Unit	
Track Jacks	
Hydraulic Tie Tampers	
Hydraulic Rail Drill	
Hydraulic Rail Angle grinder	
Hydraulic Rail Crossing Grinder	
Hydraulic Rail Profile grinder	
Hydraulic Rail Weld Shearing Machine	

**Declaration of Technical Competence and Capacity**

Please indicate the tools for which your business concern is technically competent and possess the capacity (competent number of staff, workshop and tool/machinery, hydraulic test equipment) to repair and service.

**Indicate the warranty / guarantee period offered after repair of the equipment.**

.....Months

**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)** All items must be fully priced.
- d)** Also note that all major repairs on equipment will be quoted separately to repair and must include transport costs to and from Koedoespoort.
- e)** Quoted Prices must also include collection and delivery charges of all equipment from and to Koedoespoort by the bidder for repairs and inspection.
- f)** Certification of tools being fixed, stating functional operation and information of tests being done must be included in quoted price.
- g)** Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- h)** 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 could result in a bid being disqualified.
- i)** 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:

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

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

Indicate nature of relationship with Transnet:

\_\_\_\_\_



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

***Information provided in the declarations may be used by Transnet and/or its affiliates to verify the correctness of the information provided.***

11. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

#### **BIDDER'S DISCLOSURE (SBD4)**

### **12 PURPOSE OF THE FORM**

12.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

12.2 Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### **13 Bidder's declaration**

- 13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

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

Full Name	Identity Number	Name of State institution

- 13.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

**YES/NO**

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

13.2.1. If so, furnish particulars:

.....  
 .....

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

**YES/NO**

13.3.1. If so, furnish particulars:

.....  
 .....

#### **14 DECLARATION**

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

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

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

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

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

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

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

14.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period

<sup>2</sup> 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.

not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

#### BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: \_\_\_\_\_

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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

## SECTION 7: SPECIFIC GOALS 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 specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000.**

### 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
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 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;
  - (b) B-BBEE Status Level of Contribution.
  - (c) Any other specific goal determined in Transnet preferential procurement policy.
- 1.5 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b> <b>REFER TO POINT 3.2</b>	<b>20</b>
<b>Total points for Price and Specific Goals must not exceed</b>	<b>100</b>

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

### 2. DEFINITIONS

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

state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"** means:
  - 1) B-BBEE status level certificate issued by an unauthorised body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise 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.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

### 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

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points.

#### 3.2

Selected Specific Goal	Number of points allocated (20)
B-BBEE Level of contributor (1 or 2)	10
50% Black Youth Owned Entities	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

#### 4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

- 4.1 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below:

Specific Goals	Acceptable Evidence
B-BBEE level of contributor	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
>50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

- 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
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	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 <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>3</sup></b>	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 6.1

- 6.1 B-BBEE Status Level of Contribution: . = ... (based on point distribution per Table 3.2)

- 6.2 (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in table 3.2 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 any of the enterprises below:

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		
<b>OR</b>		
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 paragraph 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
  - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (f) forward the matter for criminal prosecution.

#### WITNESSES

1. ....
2. ....

#### SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....



## SECTION 8

### PROTECTION OF PRSONAL INFORMATION

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.(“POPIA”):  
  
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:  
  
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFQ, the Responsible party is “Transnet” and the Data subject is the “Respondent”. Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFQ and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFQ, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFQ (physically, through a computer or any other form of electronic communication).
9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the

identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.

11. In submitting any information or documentation requested in this RFQ, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFQ and further confirming that they are aware of their rights in terms of Section 5 of POPIA

**Respondents are required to provide consent below:**

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

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

Signature of Respondent's authorised representative: \_\_\_\_\_

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

**SECTION 9****REFERENCES AND EXPERIENCE**

Please indicate below the company names and contact details of existing customers whom Transnet may contact:

Company Name	Nature of Work	Value of Work	Contact person	Contact details	Duration

---

Respondent's Signature

---

Date & Company Stamp

**SECTION 10****CERTIFICATE OF ATTENDANCE OF NON-COMPULSORY RFQ BRIEFING**

It is hereby certified that –

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

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

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

attended the site meeting / RFQ briefing in respect of the proposed Goods/Services to be rendered in terms of this RFQ on \_\_\_\_\_ 20\_\_

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

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

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**NOTE:**

This certificate of attendance must be filled in duplicate, one copy to be kept by Transnet and the other copy to be kept by the bidder.



## **RAIL NETWORK**

## **SPECIFICATION**

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**REPAIRS AND SERVICE OF HYDRAULIC TRACK MAINTENANCE TOOLS  
ON AN “AS AND WHEN” REQUIRED BASIS OVER A PERIOD OF 2 YEARS**

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## 1. BACKGROUND

Transnet Rail Infrastructure Manager would like to enter into a contract, on an **as and when** required basis, for the repair and service of hydraulic equipment in accordance with the terms and conditions of this specification.

## 2. DEFINITIONS

### **"As And When Contract"**

The Respondent shall be required to repair hydraulic tools on an **"as and when"** required basis by Transnet Rail Infrastructure Manager, for the full term or duration of the contract and in accordance with the terms and Conditions hereinafter set out.

### **"Contract Manager"**

Refers to the person appointed by Transnet Rail Infrastructure Manager to supervise and take charge of the contract.

### **"Distribution Centre"**

Refers to a national, regional or localised distribution centre. For the purposes of this tender, the distribution centres are located in Koedoespoort.

### **"Site" or "On-Site"**

Means the Infrastructure Maintenance Depot from which the fault and/or damage originated or was reported or where the tool/machine is.

### **"Machine owner"**

Infrastructure Maintenance Depot representative reporting the fault and/or damage sustained by welding unit and accessories.

## 3. SCOPE

This document covers Transnet Rail Infrastructure Manager's requirements for the repair and service of hydraulic track maintenance tools on an **"as and when"** contract basis. The Respondent will be required to render service for period of two years.

## 4. REPAIR PROCESS FOR HYDRAULIC TOOLS AND EQUIPMENT

Upon any failure and/or damage to the hydraulic tool/equipment associated with the tool, it shall first be inspected by the depot machine owner for all the defects. The depot concerned shall then log a fault with the Contract Manager who shall be the person responsible for logging a fault and/or damage with the Respondent in accordance with the fault reporting procedures hereinafter set out.



## 5. FAULT REPORTING

- The Respondent shall conduct an inspection to determine the root cause of failure of the particular tool where-after he shall submit a fault report on the findings and the extent of the damage sustained by the tool with his recommendations for preventative measures for future. This shall not be in a form of a quotation but shall be a document accompanying the quotation. The quotation shall only indicate the cost of repair of the tool. The report referred to shall be submitted for all defects regarded as critical (e.g. motor failure) for the particular tool.
- The fault report, including the schedule of the repair work, costs and repair program specified, should be submitted to Transnet Rail Infrastructure Manager within **three working days** from the time that notification is given to the Respondent of the failure of the hydraulic tool.
- The Respondent must, with his fault report submit an official quotation, inclusive of all costs and repair time, upon which an official works order, will be created. Repair time shall be limited to **1 week** after authority to carry repairs on the machine has been granted.
- At no point shall the Respondent deal directly with any of the Transnet Rail Infrastructure Manager's track maintenance depots except the appointed contract manager based at a dedicated distribution centre.
- The Respondent shall indicate on the quotation/separate document the type of work to be carried out on the equipment to justify the labour rates charged.
- The Respondent's fault report shall include his recommendation as to whether it is feasible to repair the hydraulic tool or to scrap it. Should the Respondent recommend scrapping then the equipment should forthwith be delivered back to the Distribution Centre for further handling.
- For any additional work that is discovered during the repair process the Respondent must submit a further damage report and quote for the additional work. Only after an inspection by Transnet Rail Infrastructure Manager, shall further action be authorised in writing by Transnet Rail Infrastructure Manager and the revised planning date will be approved.
- The successful tenderer shall submit on monthly basis an electronic copy of repair reports indicating the repair work that has been carried out during that particular month. The report shall indicate amongst others the date of quotation, date of authorization, date machine returned to contract manager and invoice amount. This report shall be sent to the contract manager on the **20<sup>th</sup> of every month** for the duration of the contract.

## 6. SERVICE CONDITIONS AND QUALITY





- All machines must be repaired/serviced in an environment that is conducive to render the equipment and or tools functional for its intended use. The Tenderer shall indicate at the tendering stage what steps have been taken to implement a Quality System and shall submit a Quality Plan.

## **7. HYDRAULIC OIL**

- Hydraulic oil used in repairs to comply fully with the standard specifications for hydraulic oil used in hydraulic tools.
- The type of oil used shall be approved by TRIM.

## **8. PERFORMANCE TESTS ON REPAIRED TOOLS**

- Upon completion of the repair and/or service of the hydraulic tools and equipment they shall be tested in accordance with the routine tests specified by the manufacturer and must withstand those tests. Refer to attached hydraulic system test specification. A test report printout shall be submitted with the test certificates after every repair on power units.
- These tests shall be carried out at the Respondents premises. If the Respondent does not have the facilities to carry out the required tests, he shall arrange to have the tests conducted elsewhere. The cost for the tests shall be included in the official quotation.
- The Respondent shall submit test certificates of the test results to the Transnet Rail Infrastructure Manager Contract Manager.
- All the safety critical components of each machine shall be declared safe before the machine can be send back to the Contract Manager.
- The test certificates indicating all the pressure ratings the machine was exposed to in order to declare safe operation shall be submitted. All the hydraulic systems (e.g. hydraulic power units) are to be tested to the requirements of HTMA performance tests and where nonconformity has been identified machines shall be corrected to conform with the requirements of the HTMA prior delivery to the distribution centre.
- All the hydraulic systems used to test the repaired equipment/tools shall conform to the HTMA specifications.
- All the gauges used in testing the equipment shall be calibrated and certified by a SANAS approved calibration centre. Calibration certificates shall be furnished to Transnet on request.
- Tenderers are required to submit detailed testing procedures to be followed when conducting tests on repaired equipment at stage of tendering. Each machine tendered for shall have a test procedure.



## **9. INSPECTIONS**

Transnet Rail Infrastructure Manager reserves the right to be presented during repair and/or service of the tools and equipment and the testing thereof; therefore Transnet Rail Infrastructure Manager must be advised timeously of the dates of commencement of the repair work and of testing in the event of it being to the advantage of Transnet Rail Infrastructure Manager and/or being requested.

## **10. CORROSION PREVENTION AND PAINT FINISH**

- All external painted surfaces shall be finished with an acceptable outer coat colour to match the existing finish if required.
- All unpainted surfaces such as aluminium, hardened steel, plastic and chrome shall be inspected for cracks and damage, other than fair normal wear and tear.
- The Transnet asset number originally engraved on the machine shall be engraved correctly as is after the machine has been painted.
- No data plates shall be painted.

## **11. PACKING**

- The hydraulic tools and equipment shall be packed in such a manner that they shall not sustain damage during handling and transportation, and precautions shall be taken to ensure that moisture cannot enter these units
- The hydraulic tools and equipment shall be transported back to site filled with all lubricants and ready for service in all respects

## **12. GUARANTEE AND DELIVERY SCHEDULE**

- The Respondent shall guarantee the repaired tools and equipment against faulty workmanship and material for a period of minimum 6 months from date of repair.
- Tenderers are to submit a schedule of delivery times for all equipment tendered for i.e. time taken to deliver a fixed piece of equipment/time taken to fix equipment from the date of acceptance of quote or authorisation for work to be done.
- Guarantee repairs shall not be encouraged. Ideally repairs are to be done complete the first time.



### 13. LEGAL AND OPERATIONAL

- Respondent and / or sub-Contractor must comply and execute their work in line with the requirements of the Occupational Health and Safety Act, (Act 85 of 1993 Regulations).
- The Respondent is to provide insurance cover for tools and equipment whilst in his possession for repair.
- At no time shall the Respondent claim the services/expenses that were never carried out, fraudulent charges shall not be accepted. Under such circumstances, the contract shall be terminated with immediate effect.
- All spares (except seals) replaced from machines during the repair process shall be returned with the repaired machine to the distribution centre.
- No machines may be modified when using non-OEM (Original Equipment Manufactured) parts.
- All non-OEM parts shall be approved by Transnet Rail Infrastructure Manager.

### 14. REFERENCE LIST.

The following publications are referred to herein, and shall be deemed to be specifically incorporated into this document and will be available on request: -

Transnet Rail Infrastructure Manager

Code 29 of procedures and relevant regulations will be applicable.

BBD 5118 version 1 – hydraulic rail shearing machine  
 BBC 7684 version 1 – hydraulic rail saw  
 BBC 7683 version 1 – 1” Impact wrench  
 BBC 8101 version 1 – Hydraulic rail crossing grinder  
 BBC 8103 version 1 – Hydraulic rail profile grinder  
 BBC 7862 version 1 – hydraulic Rail drilling machine  
 BBC 7685 version 1 – 10-ton Track Jack  
 BBC 7681 version 1 – Hydraulic tie tamper  
 BBC 1891 version 1 – Hydraulic power pack  
 BBC 7687 version 1 – Hydraulic angle grinder  
 BBF 7983 Version 1 – Hydraulic rail bender

Legal

Safety arrangements and procedural compliance with the Occupational Health and Safety Act.



#### International design criteria

These machines are designed and manufactured to HTMA specifications; they must at all times comply with these specifications and Transnet Rail Infrastructure Manager specification.

## 15. PRICE SCHEDULE

All prices to be excluding VAT:

### 1. HYDRAULIC TRACK JACKS (ESTIMATED QTY = 40 EACH)

DESCRIPTION OF WORK		Qty
1	Inspection of jack for leaks, defective controls and wear and damages.	1
2	Draining & changing of hydraulic fluid.	1
3	Repair carry handle repair kit.	1
4	Polish and Hone jack cylinder.	1
5	Fitting of seal kits, cylinder repair, reservoir repair kits	1
6	Fitting of new control mechanism.	1
7	Test and verification of jack.	1
8	Painting of Equipment if required	1
9	Overall load control valve and re calibrate	1
10	Repair hydraulic system & foot base.	1
11	Labour cost per hour	1
12	Time to repair (Hours)	1

### 2. HYDRAULIC TIE TAMPERS (ESTIMATED QTY = 40 EACH)

DESCRIPTION OF WORK		Qty
1	Inspection of tie tamper for leaks, defective mechanisms, and any form of abuse & damages.	1
2	Check tightness of fasteners and missing parts.	1
3	Check Hexagon bush in nose casting for wear and damage.	1
4	Lubricate Vibro-damped handles.	1
5	Recharge Nitrogen accumulator.	1
6	Overhauling of tie tamper vibrating mechanism. & test	1
7	Check for oil leaks and hydraulic hoses	1
8	Test and certification of machine.	1
9	Replacement of nose casting.	1
10	Testing and certification of tie tamper.	1
11	Painting of Equipment if required	1
12	Labour cost per hour	1
13	Time to repair (Hours)	1

**3. HYDRAULIC RAIL SAW (ESTIMATED QTY = 22 EACH)**

<b><u>DESCRIPTION OF WORK</u></b>		<b><u>QTY</u></b>
1	Inspection of machine for leaks, effective mechanisms, and any form of abuse.	1
2	Check tightness of fasteners.	1
3	Check rail clamp mechanism for wear and cracks.	1
4	Check controls/triggers and safety mechanism for wear and adjust if required.	1
5	Overhaul of hydraulic motor and re-seal when necessary (note only OEM seals shall be used).	1
6	Overhaul of drive mechanism.	1
7	Check accuracy and square alignment for cutting the rail.	1
8	Test and certification of machine.	1
9	Painting of Equipment if Required	1
10	Labour cost per hour	1
11	Time to repair (Hours)	1

**4. HYDAULIC RAIL DRILLS (ESTIMATED QTY = 14 EACH)**

<b><u>DESCRIPTION OF WORK</u></b>		<b><u>QTY</u></b>
1	Inspection of machine for leaks, effective mechanisms and any form of abuse.	1
2	Check tightness of fasteners.	1
3	Check rail clamp mechanism for wear and cracks.	1
4	Check controls for wear and adjust if required.	1
5	Overhaul of hydraulic motor.	1
6	Overhaul of drive mechanism.	1
7	Inspect for oil leaks, inspect pipes & couplers	1
8	Check accuracy and square alignment to rail for drilling.	1
8	Test and certification of machine.	1
9	Painting of Equipment if Required	1
10	Labour cost per hour	1
11	Time to repair (Hours)	1

**5. HYDRAULIC ANGLE GRINDER (ESTIMATED QTY = 6 EACH)**

<b><u>DESCRIPTION OF WORK</u></b>		<b><u>QTY</u></b>
1	Inspect machine for leaks and defective control mechanism or any abuse.	1
2	Carry out minor repairs/adjustments to machine.	1
3	Overhaul drive mechanism.	1
4	Overhaul hydraulic motor.	1
5	Check safety ratings in respect of speeds, torque and pressures. Check trigger mechanism and repair	1
6	Fitting of new seal kit.	1
7	Test and certify machine.	1
8	Painting of Equipment if Required	1
9	Labour cost per hour	1
10	Time to repair (Hours)	1

**6. HYDRAULIC 1" IMPACT WRENCHES (ESTIMATED QTY = 20 EACH)**

<b><u>DESCRIPTION OF WORK</u></b>		<b><u>QTY</u></b>
1	Inspect machine for leaks and defective control mechanism or any abuse and damages	1
2	Carry out minor repairs/adjustments to machine. E.G. repair loose and fit nonslip surface material on handle.	1
3	Overhaul impact mechanism - hammers and anvils	1
4	Overhaul hydraulic motor.	1
5	Check safety ratings in respect of speeds, torque and pressures.	1
6	Fitting of new seal kit.	1
7	Overhaul of impact mechanism	1
8	Test and certify machine.	1
9	Painting of Equipment if Required	1
10	Labour cost per hour	1
11	Time to repair (Hours)	1

**7. HYDRAULIC RAIL CROSSING GRINDERS MC 2 (ESTIMATED QTY = 10 EACH)**

<b><u>DESCRIPTION OF WORK</u></b>		<b><u>QTY</u></b>
1	Inspect machine for leaks, defective controls, and wear on mechanical parts. Check belts and pulleys	1
2	Do adjustments and replace worn parts.	1
3	Overhaul drive mechanism(s).	1
4	Overhaul of hydraulic motor and re-seal when necessary (note only OEM seals shall be used).	1
5	Check mechanical operation of machine and replace worn parts.	1
6	Repair & align rail wheels.	1
7	Test and certification of machine.	1
8	Painting of Equipment if Required	1
9	Labour cost per hour	1
10	Time to repair (Hours)	1

**8. HYDRAULIC RAIL PROFILE GRINDER MP 12 (ESTIMATED QTY = 14 EACH)**

<b><u>DESCRIPTION OF WORK</u></b>		<b><u>QTY</u></b>
1	Inspect machine for leaks, defective controls, and wear on mechanical parts.	1
2	Do adjustments and replace worn parts.	1
3	Overhaul drive mechanism(s).	1
4	Overhaul of hydraulic motor and re-seal when necessary (note only OEM seals shall be used).	1
5	Check mechanical operation of machine and replace worn parts.	1
6	Test and certification of machine.	1
7	Painting of Equipment if Required	1
8	Labour cost per hour	1
9	Time to repair (Hours)	1



**9. HYDRAULIC POWER UNITS (ESTIMATED QTY = 10 EACH)**

<b>DESCRIPTION OF WORK</b>		<b>QTY</b>
1	Inspection of machine for oil leaks, defective mechanisms and any form of abuse and damages	1
2	Check Hydraulic manifold circuit for functionality and repair if required	1
3	Repair foot piece and driving mechanism	1
4	Do adjustments and replacement of wearing items.	1
5	Repair/replacement of hydraulic pump.	1
6	Repair engine:	1
	• Fuel system	1
	• Starting / electrical system & re-wiring	1
	• Exhaust system	1
	• Cooling system	1
7	Checking of hydraulic system performance and certification of machine in terms of Occupational Health and Safety Act...	1
8	Check & tested hydraulic flow to specification	1
9	Check, test, replace and repair electrical circuit, alternator, switches, sensors and wires and the Painting of Equipment if Required	1
10	Labour cost per hour	1
11	Time to repair (Hours)	1

**10. HYDRAULIC RAIL SHEARS (ESTIMATED QTY = 4 EACH)**

<b><u>DESCRIPTION OF WORK</u></b>		<b><u>QTY</u></b>
1	Inspect machine for wear, leaks and defective control and damages.	1
2	Check tightness of fasteners, polish and hone cylinders	1
3	Do adjustments and replace worn items.	1
4	Inspect cutting jaws for wear and alignment.	1
5	Replace seal kit.	1
6	Test and certify machine.	1
7	Painting of Equipment if Required	1
8	Labour cost per hour	1
9	Time to repair (Hours)	1

**Declaration of Technical Competence and Capacity**

Please indicate the tools for which your business concern is technically competent and possess the capacity (competent number of staff, workshop and tool/machinery, hydraulic test equipment) to repair and service.

<b>Description</b>	<b>Technically competent to service and repair (Yes or No)</b>
Hydraulic Power Pack	
Hydraulic Rail Disc Cutter	
Hydraulic 1" Impact Wrench	
Hydraulic Rail Bender complete	
Hydraulic Power Unit	
Track Jacks	
Hydraulic Tie Tampers	
Hydraulic Rail Drill	
Hydraulic Rail Angle grinder	
Hydraulic Rail Crossing Grinder	
Hydraulic Rail Profile grinder	
Hydraulic Rail Weld Shearing Machine	

**Indicate the warranty / guarantee period offered after repair of the equipment.**

.....**Months**

**REFERENCES / TECHNICAL EXPERIENCE & COMPETENCY**

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

Company Name	Nature of Work	Value of Work	Contact person	Contact details	Duration

Indicate the delivery / repair period from time of authorization to commence with repairs:

..... Days

**RFQ ERACES KDS 57277**

**FOR THE REPAIRS AND SERVICE OF HYDRAULIC TRACK MAINTENANCE  
TOOLS ON AN "AS AND WHEN" REQUIRED BASIS OVER A PERIOD OF 2  
YEARS**

**GENERAL BID CONDITIONS**

**[June 2022]**

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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 **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 and submit their Bid submissions by uploading them into the system against each tender selected. The bidder guide can be found on the Transnet Portal [transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net).

## 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**

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

## **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 upload questions onto the Transnet e-Tender Submission Portal or direct such queries to the contact person listed in the RFX Document in the stipulated manner.

## **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 contact person listed in the RFX Document.

## **10 UNAUTHORISED COMMUNICATION ABOUT BIDS**

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

## **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**

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, 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 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 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, 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, 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 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 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 in relation to the conditions of this clause 244 will be for the account of the Supplier.

## **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'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 VALUE-ADDED TAX**

28.1 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.

28.2 In respect of foreign Services rendered:

- a) the invoicing by a South African supplier on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
- b) the Supplier's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

## **29 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT**

29.1 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 29.1 (a) above. Failure to comply with clause 29.1 (a) above may preclude a Bid from further consideration.

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

#### 29.2 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'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.

### 30 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

#### 30.1 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.

#### 30.2 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 may be required to submit periodical progress reports with regard to the delivery of the Goods
- c) Emergency Demands as and when required  
If, due to unforeseen circumstances, supplies of the Goods covered by the Bid are required at short notice for immediate delivery, the Supplier 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.

### 31 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS

#### 31.1 Copyright

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

**31.2 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 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.

**31.3 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.

**31.4 Foreign specifications**

The Respondent quoting for Goods 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.

**32 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS**

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

32.2 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.

32.3 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.

32.4 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*.
- 32.5 If payment is to be made in South Africa, the foreign Supplier [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'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.
- 32.6 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.

### **33 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.

### **34 CONFLICT WITH ISSUED RFX DOCUMENT**

- 34.1 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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## **ANNEXURE C**

### **RFQ ERACES KDS 57277**

#### **NON-DISCLOSURE AGREEMENT**

**[April 2020]**

**THIS AGREEMENT is made between**

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

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

**and**

**the Company as indicated in the RFQ bid response hereto**

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

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



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

## 2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

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

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
  - 3.3.1 return all written Confidential Information [including all copies]; and
  - 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

### **4. ANNOUNCEMENTS**

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

### **5. DURATION**

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

### **6. PRINCIPAL**

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

### **7. ADEQUACY OF DAMAGES**

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

### **8. PRIVACY AND DATA PROTECTION**

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Bid and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

**9. GENERAL**

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

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