

**Transnet Freight Rail**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No: CRAC-DNR 22785**

**FOR THE PROVISION OF: PERIODIC EXAMINATION AND ANNUAL LOAD TESTING  
OF MACHINERY AND EQUIPMENT FOR A PERIOD OF 12  
MONTHS**

**REQUIRED AT: LADYSMITH DEPOT**

**ISSUE DATE: 15 NOVEMBER 2016**

**CLOSING DATE: 02 DECEMBER 2016**

**CLOSING TIME: 12:00**

**COMPULSORY SITE**

**MEETING: LADYSMITH DEPOT**

**TIME AND DATE: 23 NOVEMBER 2016 @10:00**

**VALIDITY PERIOD: 18 APRIL 2017 (90 BUSINESS DAYS)**

## Section 1

### NOTICE TO BIDDERS

#### 1 Invitation to bid

<b>DESCRIPTION</b>	RFQ for Periodic Examination and Annual Load Testing of Machinery and Equipment Ladysmith Depot
<b>INSPECT / COLLECT DOCUMENTS FROM</b>	<p>This bid may be downloaded free of charge directly from the Transnet Freight Rail tender website at;  <a href="http://www.transnetfreightrail-tfr.net/Supplier/Pages/Tenders.aspx">http://www.transnetfreightrail-tfr.net/Supplier/Pages/Tenders.aspx</a></p> <p>Tender document may be collected between <b>09:00</b> and <b>15:00</b> from <b>15 NOVEMBER 2016</b> until <b>22 NOVEMBER 2016</b>.</p> <p>This RFQ may be picked up from the following address:  <b>TRANSNET FREIGHT RAIL ACQUISITION COUNCIL, SUPPLY CHAIN SERVICES, BLOCK D, 100 EEL ROAD, BAYHEAD DURBAN.</b></p>
<b>COMPULSORY/NON COMPULSORY BRIEFING SESSION</b>	<p>A compulsory pre-proposal site meeting will be conducted at <b>Ladysmith Infra Depot</b> on 23 November 2016 at 10:00. [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.</p> <p>1.1 A Certificate of Attendance set out in Section 7 hereto must be completed and submitted with your Proposal as proof of attendance is required for a <b>compulsory</b> site meeting.</p> <p>1.2 Respondents failing to attend the compulsory site meeting will be disqualified.</p>
<b>CLOSING DATE</b>	<p><b>12:00 on Friday 02 DECEMBER 2016</b></p> <p>This tender shall close punctually at the following address:  <b>TRANSNET FREIGHT RAIL ACQUISITION COUNCIL, SUPPLY CHAIN SERVICES, BLOCK D, 100 EEL ROAD, BAYHEAD DURBAN</b></p> <p>As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.</p>
<b>VALIDITY PERIOD</b>	<p><b>90 Business Days from Closing Date.</b>  <b>End of validity period: 18 APRIL 2017</b></p> <p>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.</p>
<b>SPECIAL CONDITIONS</b>	<p>Bidders are to note that this bid may also be downloaded directly from the Transnet Freight Rail tender website free of charge. If Bidders intend to download the bid off the Portal, they are required to indicate their intention to respond to this bid by <b>22 NOVEMBER 2016</b> by sending an email with their contact details to the following address: <b>carroll.smith2@transnet.net</b> This is to ensure that any required communication (e.g. addenda to the bid) in relation to this bid reaches those intending to respond.</p> <p><b>Transnet will not be held liable if Bidders do not respond by this date and do not receive the latest information regarding this Bid as a result thereof.</b></p>

#### 2 Responses to RFQ

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

### **3 Broad-Based Black Economic Empowerment [B-BBEE]**

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. As explained in more detail in the B-BBEE Claim Form (Section 6), Transnet will award preference points to companies who provide proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

The value of this bid is estimated to be below R1 000 000 (all applicable taxes included); and therefore the **80/20** system shall be applicable.

Respondents are required to complete Section 6 and submit it together with valid proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Respondents are required at all times to comply with the latest B-BBEE legislation and/or instruction notes as issued from time to time by the DTI.

**Note: Failure to submit valid and original (or certified copy of) proof of the Respondent's compliance with the B-BBEE requirements stipulated in Section 6 of this RFQ (the B-BBEE Preference Points Claim Form) at the Closing Date of this RFQ, will result in a score of zero being allocated for B-BBEE.**

### **4 Communication**

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

A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Sibusiso Mthimkulu

Email: Sibusiso.mthimkhulu@transnet.net

Telephone: 031 361 3427

Respondents may also, at any time after the closing date of the RFQ, communicate with the following individual on any matter relating to RFQ response:

Name: Carroll Smith

Telephone 031 361 4123

Email: carroll.smith2@transnet.net

### **5 Legal Compliance**

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

### **6 Changes to Quotations**

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

### **7 Pricing**

All prices must be quoted in South African Rand on a fixed price basis, excluding VAT.

### **8 Prices Subject to Confirmation**

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

## **9 Binding Offer**

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

## **10 Disclaimers**

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;
- reject all Quotations, if it so decides;
- 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 / service/s 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;
- make no award at all;
- 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; and/or
- 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.

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract and/or place the Respondent on Transnet's list of Restricted Suppliers.

Transnet reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFQ document. In the event of any Respondent being notified of such short-listed/preferred bidder status, his 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 the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, Transnet reserves the right to award the business to the next highest ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price.

Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret.

## **11 Specification/Scope of Work**

Refer to Annexure A for Scope of Work

## **12 Legal review**

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

## **13 Security clearance**

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

## **14 National Treasury's Central Supplier Database**

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Transnet is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a Respondent who has failed to register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>. Respondents are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number: \_\_\_\_\_ Unique registration reference number: \_\_\_\_\_.

## **15 Tax Compliance**

Regulation 14 of the Preferential Procurement Regulations, 2011 issued in terms of the Preferential Procurement Policy Framework Act (PPPFA) states that no tender may be awarded to any person whose tax matters have not been declared by the South African Revenue Services (SARS) to be in order.

### **15.1 New Tax Compliance Status (TCS) System**

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorise any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN, or through the use of a Tax Clearance Certificate obtained from the new TCS system.

Respondents are required to provide the following to Transnet in order to enable it to verify their tax compliance status:

Tax reference number: \_\_\_\_\_  
Tax Clearance Certificate & TCC Number: \_\_\_\_\_ and PIN: \_\_\_\_\_.

### **15.2 Tax Compliance Requirements for Foreign Entities**

Tax compliance requirements are not applicable to foreign bidders/individuals with no South African tax obligations. Where foreign bidders seek to be exempted from the requirement to submit a tax clearance certificate / tax clearance PIN issued by SARS, such entities are required to complete a sworn affidavit on their tax obligation categorization. The affidavit must confirm an answer of "No" to **all** questions below in

order for a Respondent to be regarded as being exempt from submitting a tax clearance certificate or tax clearance PIN:

- a) Is the entity a tax resident of the Republic of South Africa (RSA)?
- b) Does the entity have a branch/locally registered entity in the RSA?
- c) Does the entity have a permanent establishment in the RSA?
- d) Does the entity have any source of income (income is defined as per the Income Tax Act 58 of 1962 as the amount remaining of the gross income of any person for any year or period of assessment after deducting therefrom any amounts exempt from normal tax under Part I of Chapter II of the Act) in the RSA in the current tax year?
- e) Is the entity liable in the RSA for any form of taxation in the current tax year?

If a Respondent's answers to any one (or more) of the questions above changes to a "Yes" at any time during the bid process and/or after award of the contract (should a particular Respondent be successful), then the Respondent undertakes to comply with its tax obligations and to report to Transnet accordingly with either a tax clearance certificate / tax clearance PIN issued by SARS.

## **16 Protection of Personal Data**

In responding to this bid, Transnet acknowledges that it may obtain and have access to personal data of the Respondents. Transnet agrees that it shall only process the information disclosed by Respondents in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, Transnet requires Respondents to process any personal information disclosed by Transnet in the bidding process in the same manner. The detailed mutual duties of Transnet and the Respondents to protect personal information is contained in paragraph 37 of the General Bid Conditions.

**Transnet urges its clients, suppliers and the general public to report any fraud or corruption to**

**TIP-OFFS ANONYMOUS: 0800 003 056**

**Returnable Document**

<p align="center"><b>RFQ FOR PERIODIC EXAMINATION AND ANNUAL LOAD TESTING OF MACHINERY AND EQUIPMENT LADYSMITH DEPOT</b></p> <p align="center"><b>CLOSING VENUE: TRANSNET FREIGHT RAIL ACQUISITION COUNCIL, SUPPLY CHAIN SERVICES, 100 EEL ROAD, BLOCK D, BAYHEAD DURBAN, 4001</b></p> <p align="center"><b>CLOSING DATE &amp; TIME: 02 DECEMBER 2016</b></p> <p align="center"><b>VALIDITY PERIOD: 90 Business Days</b></p>
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**SECTION 2**  
**EVALUATION CRITERIA AND RETURNABLE DOCUMENTS**

**1 Evaluation Criteria**

Transnet will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider, if so required:

<b>Criterion/Criteria</b>	<b>Explanation</b>
<b>Administrative responsiveness</b>	<ul style="list-style-type: none"> <li>• Completeness of response and returnable documents</li> <li>• Submission of Mandatory Documents / Schedules</li> <li>• Submission of Essential Documents / Schedules</li> <li>• Submission of Other Documents / Schedules</li> <li>• All pages of the tender submission is signed by the Bidder/Respondent</li> </ul>
<b>Substantive responsiveness</b>	<ul style="list-style-type: none"> <li>• Prequalification criteria, if any, must be met and</li> <li>• Validity of Mandatory Documents/Schedules</li> <li>• Pricing Schedule Submitted &amp; All items on pricing schedule Priced</li> <li>• Clause by Clause Compliance Schedule (refer Annexure B)</li> <li>• ECSA LME Registration certificate</li> </ul>
<b>Functionality Threshold</b>	<p>As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as a threshold with a prescribed percentage threshold of 80%. <b>Experience in LMI Examination compliance Services</b> (80%) &amp; <b>Load testing facility</b> (20%) will be considered as part of the technical evaluation[complete Annexure C – Technical Questionnaire]</p> <p><b>NB: Bidders must obtain minimum threshold of 80% in order for them to go through to the next stage. Failure to achieve this will lead to automatic disqualification.</b></p>
<b>Final weighted evaluation based on 80/20 preference point</b>	<ul style="list-style-type: none"> <li>• Pricing and price basis [firm]</li> <li>• B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.</li> </ul>

**2 Validity Period**

Transnet desires a validity period of 90 [Ninety] Business Days from the closing date of this RFQ.

**Returnable Document**

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.

With regard to the validity period of short-listed bidders, please refer to Section 1, paragraph 9.

This RFQ is valid until 18 April 2017

**3 Disclosure of Prices Quoted**

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, ([www.etenders.gov.za](http://www.etenders.gov.za)), as required per National Treasury Instruction Note 01 of 2015/2016.

**4 Returnable Documents**

**Returnable Documents** means all the documents, Sections and Annexures, as listed in the tables below.

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

- a) Respondents are required to submit with their Quotations the **Mandatory Returnable Documents**, as detailed below.

***Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.***

Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the tables below:

<b>Mandatory Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 3 : Quotation Form	
- ANNEXURE B: Clause by clause compliance schedule	
- ANNEXURE C: Technical Submission/Questionnaire	
SECTION 7: Certificate of attendance of RFQ briefing	
- ECSA LME Registration Certificate	

b) **Essential Returnable Documents**

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **Essential Returnable Documents** as detailed below.



**Returnable Document**

**Essential Returnable Documents required for evaluation purposes:**

***Failure to provide all Essential 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. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.***

Please confirm submission of these essential Returnable Documents by so indicating [Yes or No] in the table below:

<b>ESSENTIAL RETURNABLE DOCUMENTS USED FOR SCORING</b>	<b>SUBMITTED [Yes or No]</b>
- Valid and original (or a certified copy) proof of Respondent's compliance to B-BBEE requirements stipulated in Section 6 of this RFQ:	

**Other Essential Returnable Documents:**

***Failure to provide other essential Returnable Documents may result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.***

Please confirm submission of these essential Returnable Documents by indicating Yes or No in the table below:

<b>OTHER ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
SECTION 7 : Certificate of attendance of compulsory Site Meeting	
Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 4: Certificate of Acquaintance with RFQ Documents	
SECTION 5: RFQ Declaration and Breach of Law Form	
SECTION 6: B-BBEE Preference Claim Form	
- Valid Letter of good standing from Department of Labour	

**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 Tax Clearance Certificate and valid B-BBEE Verification Certificate, 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 forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

Respondent's Signature

Date & Company Stamp

### SECTION 3

#### QUOTATION FORM AND CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENT

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 mentioned and/or 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 required, on a "delivered nominated destination – Ladysmith Depot" basis, excluding VAT:

ITEM	DESCRIPTION	WORK REQUIRED	QUANTITY x / YEAR	UNIT	RATE	YEAR TOTAL
1.	Handline	3mth Exam and log	<b>28 x 4</b>	<b>ea</b>		
2.	Handline	Yearly load test	<b>28 x 1</b>	<b>ea</b>		
3.	Tackle	3mth Exam and log	<b>54 x 4</b>	<b>ea</b>		
4.	Tackle	Yearly load test	<b>54 x 1</b>	<b>ea</b>		
5.	Pull lift	3mth Exam and log	<b>48 x 4</b>	<b>ea</b>		
6.	Pull lift	Yearly load test	<b>48 x 1</b>	<b>ea</b>		
7.	D-Shackle	3mth Exam and log	<b>45 x 4</b>	<b>ea</b>		
8.	D-Shackle	Yearly load test	<b>45 x 1</b>	<b>ea</b>		
9.	Bow Shackle	3mth Exam and log	<b>125 x 4</b>	<b>ea</b>		
10.	Bow Shackle	Yearly load test	<b>125 x 1</b>	<b>ea</b>		
<b>TOTAL CARRIED FORWARD</b>						

**Returnable Document**

ITEM	DESCRIPTION	WORK REQUIRED	QUANTITY x/Year	UNIT	RATE	YEAR TOTAL
	<b>TOTAL BROUGHT FOWARD</b>					
11.	Boom Plate 350 kg	3mth Exam and log	<b>20 x 4</b>	<b>ea</b>		
12.	Boom Plate 350 kg	Yearly load test	<b>20 x 1</b>	<b>ea</b>		
13.	Chain Sling	3mth Exam and log	<b>19 x 4</b>	<b>ea</b>		
14.	Chain Sling	Yearly load test	<b>19 x 1</b>	<b>ea</b>		
15.	Wire grip	3mth Exam and log	<b>127 x 4</b>	<b>ea</b>		
16.	Engine lift	3mth Exam and log	<b>1 x 4</b>	<b>ea</b>		
17.	Derrick Pole	3mth Exam and log	<b>6 x 4</b>	<b>ea</b>		
18.	Shear legs	3mth Exam and log	<b>2 x 4</b>	<b>ea</b>		
19.	Full body harness	6mth Exam and log	<b>51 x 2</b>	<b>ea</b>		
20.	Flat web sling	3mth Exam and log	<b>13 x 4</b>	<b>ea</b>		
21.	Endless sling	3mth Exam and log	<b>69 x 4</b>	<b>ea</b>		
22.	Steel wire rope	3mth Exam and log	<b>10 x 4</b>	<b>ea</b>		
23.	Work platform OHTE RRV	3mth Exam and log	<b>4 x 4</b>	<b>ea</b>		
24.	Snatch Block	3mth Exam and log	<b>7 x 4</b>	<b>ea</b>		
25.	Snatch Block	Yearly load test	<b>7 x 1</b>	<b>ea</b>		
26.	Tirfor	3mth Exam and log	<b>4 x 4</b>	<b>ea</b>		
27.	Tirfor	Yearly load test	<b>4 x 1</b>	<b>ea</b>		
28.	Crane	3mth Exam and log	<b>17 x 4</b>	<b>ea</b>		
29.	Swing Jib	3mth Exam and log	<b>5 x 4</b>	<b>ea</b>		
30.	Chain block	3mth Exam and log	<b>7 x 4</b>	<b>ea</b>		
31.	Chain block	Yearly load test	<b>7 x 1</b>	<b>ea</b>		
32.	Sleeper lifting end cap	3mth Exam and log	<b>22 x 4</b>	<b>ea</b>		
	<b>TOTAL CARRIED FORWARD</b>					

Respondent's Signature

Date & Company Stamp

**Returnable Document**

ITEM	DESCRIPTION	WORK REQUIRED	QUANTITY x / YEAR	UNIT	RATE	YEAR TOTAL
<b>TOTAL BROUGHT FORWARD</b>						
33.	Sleeper lifting end cap	Yearly load test	<b>22 x 1</b>	<b>ea</b>		
34.	Sleeper lifting hooks	3mth Exam and log	<b>19 x 4</b>	<b>ea</b>		
35.	Sleeper lifting hooks	Yearly load test	<b>19 x 1</b>	<b>ea</b>		
36.	Rail lifting bracket	3mth Exam and log	<b>22 x 4</b>	<b>ea</b>		
37.	Rail lifting bracket	Yearly load test	<b>22 x 1</b>	<b>ea</b>		
38.	Metal basket	3mth Exam and log	<b>13 x 4</b>	<b>ea</b>		
39.	Swivel hook	3mth Exam and log	<b>19 x 4</b>	<b>ea</b>		
40.	Swivel hook	Yearly load test	<b>19 x 1</b>	<b>ea</b>		
41.	Tow bar	3mth Exam and log	<b>20 x 4</b>	<b>ea</b>		
42.	Hose reel (Hyd)	3mth Exam and log	<b>26 x 4</b>	<b>ea</b>		
43.	Hose reel (gas)	3mth Exam and log	<b>2 x 4</b>	<b>ea</b>		
44.	Ballast tamper (Hyd)	3mth Exam and log	<b>41 x 4</b>	<b>ea</b>		
45.	Track jack (Hyd)	3mth Exam and log	<b>38 x 4</b>	<b>ea</b>		
46.	Impact wrench (Hyd)	3mth Exam and log	<b>40 x 4</b>	<b>ea</b>		
47.	Angle grinder (Hyd)	3mth Exam and log	<b>14 x 4</b>	<b>ea</b>		
48.	Nut Splitter (Hyd)	3mth Exam and log	<b>4 x 4</b>	<b>ea</b>		
49.	Pump ( Hyd)	3mth Exam and log	<b>8 x 4</b>	<b>ea</b>		
50.	Rail Disc Cutter (Hyd)	3mth Exam and log	<b>15 x 4</b>	<b>ea</b>		
51.	Sleeper Drill (Hyd)	3mth Exam and log	<b>17 x 4</b>	<b>ea</b>		
52.	Rail Drill (Hyd)	3mth Exam and log	<b>15 x 4</b>	<b>ea</b>		
53.	Power Pack (Hyd)	3mth Exam and log	<b>4 x 4</b>	<b>ea</b>		
54.	Sleeper changer & shackles	3mth Exam and log	<b>1 x 4</b>	<b>ea</b>		
<b>TOTAL CARRIED FORWARD</b>						

Respondent's Signature

Date & Company Stamp

**Returnable Document**

ITEM	DESCRIPTION	WORK REQUIRED	QUANTITY x / YEAR	UNIT	RATE	YEAR TOTAL
<b>TOTAL BROUGHT FORWARD</b>						
55.	Bench vice	3mth Exam and log	<b>3 x 4</b>	<b>ea</b>		
56.	Load tester	3mth Exam and log	<b>1 x 4</b>	<b>ea</b>		
57.	Angle Grinder (Elect)	3mth Exam and log	<b>10 x 4</b>	<b>ea</b>		
58.	MP12 Grinder (Hyd)	3mth Exam and log	<b>4 x 4</b>	<b>ea</b>		
59.	MC2 Grinder (Hyd)	3mth Exam and log	<b>4 x 4</b>	<b>ea</b>		
60.	Thermit stripper (Hyd)	3mth Exam and log	<b>3 x 4</b>	<b>ea</b>		
61.	Esab welder	3mth Exam and log	<b>4 x 4</b>	<b>ea</b>		
62.	4 leg Chain assembly	3mth Exam and log	<b>4 x 4</b>	<b>ea</b>		
63.	4 leg Chain assembly	Yearly load test	<b>4 x 4</b>	<b>ea</b>		
64.	2 leg Chain assembly	3mth Exam and log	<b>7 x 4</b>	<b>ea</b>		
65.	2 leg Chain assembly	Yearly load test	<b>7 x 1</b>	<b>ea</b>		
66.	Lifting beam & grabs	3mth Exam and log	<b>2 x 4</b>	<b>ea</b>		
67.	Lifting beam & grabs	Yearly load test	<b>2 x 1</b>	<b>ea</b>		
68.	Lifting beam, shackles & slings	3mth Exam and log	<b>5 x 4</b>	<b>ea</b>		
69.	Lifting beam, shackles & slings	Yearly load test	<b>5 x 1</b>	<b>ea</b>		
70.	Fist hooks	3mth Exam and log	<b>20 x 4</b>	<b>ea</b>		
71.	Fist hooks	Yearly load test	<b>20 x 1</b>	<b>ea</b>		
72.	Pandrol Hooks	3mth Exam and log	<b>20 x 4</b>	<b>ea</b>		
73.	Pandrol Hooks	Yearly load test	<b>20 x 1</b>	<b>ea</b>		
7.4	Bench grinder	3mth Exam and log	<b>2 x 4</b>	<b>ea</b>		
75.	Eye Bolt	3mth Exam and log	<b>2 x 4</b>	<b>ea</b>		
<b>TOTAL CARRIED FORWARD</b>						

Respondent's Signature

Date & Company Stamp

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ITEM	DESCRIPTION	WORK REQUIRED	QUANTITY x / YEAR	UNIT	RATE	YEAR TOTAL
<b>TOTAL BROUGHT FORWARD</b>						
76.	Eye Bolt	Yearly load test	<b>2 x 1</b>	<b>ea</b>		
77.	Logger	Yearly load test	<b>1 x 1</b>	<b>ea</b>		
78.	Sleeper grab	3mth Exam and log	<b>3 x 4</b>	<b>ea</b>		
79.	Sleeper grab	Yearly load test	<b>3 x 1</b>	<b>ea</b>		
80.	Load Bucket	3mth Exam and log	<b>1 x 4</b>	<b>ea</b>		
81.	Load Bucket	Yearly load test	<b>1 x 1</b>	<b>ea</b>		
82.	Crimper	3mth Exam and log	<b>16 x 4</b>	<b>ea</b>		
83.	Huck Bolt	3mth Exam and log	<b>1 x 1</b>	<b>ea</b>		
				<b>Total excl. VAT</b>		
				<b>VAT</b>		
				<b>Total incl. VAT</b>		

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

**Notes to Pricing:**

- All Prices must be quoted in South African Rand, exclusive of VAT
- 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.
- 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.

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

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

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**SECTION 4**

**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 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*
5. Vendor Application Form* and all supporting documents (first time vendors only). Alternatively, for all existing vendors, please complete the table below under the heading "Existing vendors".
<b>Respondents are to note that the documents marked with a "*" are available on request or at the Transnet website (<a href="http://www.transnet.net">www.transnet.net</a>). Please click on "Business with Us", proceed to the tab "Tenders" and then click on "Standard Bid Documents".</b>

Existing vendors: existing vendors are required to confirm whether all the information (e.g. company address, contact details, banking details, etc.) relating to the existing vendor number is still correct at the time of submission of this bid or update their information in the table below:

<b>Transnet Operating Division [e.g. TFR, TE, etc.]</b>	<b>Vendor Number</b>	<b>Information still current [tick if applicable]</b>	<b>Information change [indicate detail of change/s &amp; attach appropriate proof]</b>

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 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 complete in every respect.

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

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

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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: \_\_\_\_\_

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

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



**SECTION 5**

**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 any and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and has 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 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; and
6. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
7. In addition, 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 Group.
8. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

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

ADDRESS:

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

Indicate nature of relationship with Transnet:

\_\_\_\_\_

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*[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]*

9. 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.

**BREACH OF LAW**

10. 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:

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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 6

### B-BBEE PREFERENCE POINTS CLAIM FORM

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

#### 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 below R1 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to be below R1 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 **Failure on the part of a bidder to submit** a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS], or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution **are not claimed**.
- 1.6 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

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organ of state for the 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) **"CIPC"** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- (g) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (h) **"consortium or joint venture"** 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;
- (i) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- (j) **"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);
- (k) **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (l) **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (m) **"non-firm prices"** means all prices other than "firm" prices;
- (n) **"person"** includes a juristic person;
- (o) **"QSE"** means a Qualifying Small EEnterprise 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);
- (p) **"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;
- (q) **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (r) **"total revenue"** bears the same meaning assigned to this expression 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 and promulgated in the *Government Gazette* on 9 February 2007;
- (s) **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (t) **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### **3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

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- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

**4. POINTS AWARDED FOR PRICE**

**4.1 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

**5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act **must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership**. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances Transnet would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at [www.dti.gov.za/economic\\_empowerment/bee\\_codes.jsp](http://www.dti.gov.za/economic_empowerment/bee_codes.jsp).
- 5.3 **QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit** on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.

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- 5.4 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.7 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.
- 5.8 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.
- 5.9 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.
- 5.10 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.

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

- 7.1 B-BBEE Status Level of Contribution: . = .....(maximum of 20 points)
- (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

**8. SUB-CONTRACTING**

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

( ***Tick applicable box*** )

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

- 8.1.1 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.

( ***Tick applicable box*** )

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

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9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....

9.6 **COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

9.8 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-BBE status level of contribution indicated in paragraph 7 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 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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
  - (e) forward the matter for criminal prosecution.

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WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

.....

ADDRESS

.....



**SECTION 7**

**CERTIFICATE OF ATTENDANCE OF RFQ BRIEFING**

It is hereby certified that -

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

Representative(s) of ..... (*name of company*)  
attended the information briefing session in respect of the proposed Service to be rendered in terms  
of this RFQ on .....2016.

.....  
TRANSNET'S REPRESENTATIVE

**DATE**.....

.....  
RESPONDENT'S REPRESENTATIVE

**DATE**.....

**EMAIL**.....

## ANNEXURE: A

### SCOPE OF WORK FOR THE PERIODICAL EXAMINATION AND LOAD TESTING OF LIFTING EQUIPMENT AND PLANT, MACHINERY AND EQUIPMENT AT INFRA DEPOTS CONTROLLED BY DEPOT ENGINEER LADYSMITH

#### PART A: GENERAL SPECIFICATION

##### A.1 SCOPE OF WORK

This will be a maintenance contract for a **12 month period**. It is hereby required that all lifting equipment and other specified equipment on the Ladysmith Infra Sub Depots (Ladysmith, Dundee, Glencoe, Estcourt and Pietermaritzburg) be examined on site and load tested on site (if necessary) by a suitably qualified and registered **Lifting Machinery Inspector** according to the **Driven Machinery Regulations of the Occupational Health and Safety Act (Act No 85 of 1993)**

##### A.2 SUCCESSFUL TENDERER

This contract will be awarded in terms of Transnet's Legal Requirements-refer to the attached **Tenderers Compliance Checklist**. Failure to comply with these requirements will render your tender invalid and will therefore be disregarded.

##### A.3 PRIORITY OF WORK

The Contractor will be required to commence work within 7 days of notification of acceptance of tender, failure to do so, can lead to the contract being cancelled by Transnet.

##### A.4 SITE ACCESS CERTIFICATE.

Before the contractor may commence with the contract, he must inform the Technical Officer of the intended commencement date. On the intended day, a **Site Access Certificate** will be handed to him. A **Safety Awareness Briefing** session & **Safety Induction** will also be held with his/her staff. Also see clause A. 14.7 below.

##### A.5 SCHEDULE OF QUANTITIES

Rates to be submitted in **black ink** against all scheduled items.

##### A.6 CONDITIONS OF CONTRACT

No tender will be considered unless the contractor certifies that he/she has acquainted him/herself with all these documents and attended the site inspection.

##### A.7 PRICE ADJUSTMENT

The tendered rates shall not be subject to escalation.

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**A.8 ENGINEER**

For the purpose of this contract, the "Project Manager" shall be the Depot Engineer, Ladysmith, or any persons lawfully acting in that capacity. Only instructions issued by him to the contractor is allowed.

**A.9 INDEMNITIES AND INSURANCE**

- A.9.1 Transnet will affect no insurance of the Works. The contractor must arrange insurance to cover the contract in the event of a claim.
- A.9.2 The contractor shall take every precaution not to cause damage to property or injury to any person as a result of his execution of the work.
- A.9.3 In the case where a risk of legal liability for accidental death of or injury to third persons and or accidental loss of, or damage to third party property may arise out of the contract work, the contractor must arrange for such public liability insurance.
- A.9.4 The Contractor shall insure against loss of or damage to his/her own machinery, tools, equipment, materials and site establishment and any consequential financial losses arising from such damage. This insurance is to be maintained in force during the entire period of the contract. The Contractor shall likewise arrange his/her own insurance in respect of motor vehicle liabilities and employer's common law liabilities of the Contractor.

**A.10 SAFETY ON SITE**

- A.10.1 Transnet will not be held responsible for any losses, damage or injury to workmen while working on Transnet property.
- A.10.2 The Contractor shall comply with the provisions of the Occupational Health and Safety Act (Act 85 of 1993). For the purpose of this Act, the site/s occupied by the Contractor is transferred, for the duration of the Contract, to the control of the Contractor, as if it is his/her property. As employer, he/she is in every respect responsible for compliance with the provisions of this Act.
- A.10.3 The contractor shall, in particular, comply with the Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993). The contractor shall produce proof of his/her registration and good standing with the Compensation Commissioner of the act. This proof shall be submitted with the return of these documents during the tender stage.
- A.10.4 The E7/1 (July 1998) Specification for Works On, Over, Under or Adjacent to Railway lines and near High Voltage Equipment, shall form an integral part of this contract.
- A.10.5 The contractor must at all times ensure that his staff working next to the railway track, **wear reflective clothing**. It is also recommended that a competent person is appointed who will keep all the contractors staff aware of train movements. It is also recommended that he use a warning device, e.g. a siren or a whistle etc. The staff must be made aware of the fact that the railway tracks are multi-directional.
- A.10.6 Before the successful contractor can commence with this contract, a Safety Awareness Briefing and Induction session will be held with him/her and all staff that will be working on this contract. On the completion of the information session, the contractor will be asked to sign a document indicating his understanding of the

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dangers working next to the railway track and overhead traction lines. Refusal to sign this document can cause the contract to be cancelled by Transnet.

**A.11 SITE BOOKS**

**A.11.1 SITE INSTRUCTION BOOK**

The successful contractor shall make available a Triplicate carbon copy A4 sized book or shall have numbered sheets for receiving and recording instructions from the Technical Officer and shall be clearly marked "Site Instruction Book". This book must be kept on site at all times. It is an invaluable tool in dealing with disputes, uncertainties, extension of time and any variation order. It is to be used as a two-way communication between contractor and Transnet. Any verbal instructions must be confirmed in writing in the Site Instruction Book. On completion of the contract, the book will become the property of Transnet. Only persons authorised by the Technical Officer or Contractor may make entries in the site books.

**A.11.2 SITE DIARY**

It is recommended that the successful contractor keep a daily record of all relevant information concerning site conditions and all incidents eg weather conditions, injuries etc. This is for his/her sole use and remains his/her property.

**A.12 INCOMPETENT EMPLOYEES**

Any person employed by the Contractor on the Works, who is in the opinion of the Engineer, incompetent, or who may act in any improper manner, may be discharged from the Works by the Engineer. Such a person shall not again be employed on the Works, without the permission of the Engineer.

**A.13 HOURS OF DUTY**

Work can only be carried out during the daylight hours of the week. When the contractor intends performing work on a weekend or a public holiday, the Project Manager or his designated representative must be notified well in advance. The area where work will be performed must also be conveyed to him.

**A.14 ACCOMMODATION**

No staff member of the contractor, is allowed to sleep on Transnet Property, after normal working hours.

**A.15 VALUE ADDED TAX**

VAT at the ruling percentage shall be paid separately on an add-on basis on the value of work paid should Contractor be registered. Proof of VAT registration certificate to be submitted with tender.

## **PART B: PROJECT SPECIFICATION**

### **B.1 SCOPE**

**B.1.1** Equipment to be inspected and load tested is specified according to the periodic cycle, includes all machinery, equipment & plant used by Road Rail vehicles, traditional vehicles, substations & signal, perway and OHTE equipment.

Annual load testing of lifting equipment to comply with provisions of **Part 3: Equipment Instructions of Code of Practice No 29.**

### **B.2 WORK TO BE PERFORMED**

#### **B.2.1. EXAMINATION PROCEDURES**

The **Examiner** must thoroughly inspect and test all machinery, plant and equipment as specified, for defects, deficiencies or wear and tear that affect, or could affect, the safe operation of the machinery, plant and equipment. He must also ensure that all provisions of regulations promulgated to ensure the safe operation of machinery, plant and equipment are met. Minimum inspection procedures will be as follows:-

##### **B.2.1.2 HYDRAULIC EQUIPMENT**

###### **B.2.1.2.1 JACKS**

- (a) Test the jack through on lowering and lifting cycle.
- (b) Check the ram for burrs, score marks and bumps to prevent damage to seals and scrappers when retracted.
- (c) Check seals for leaks, body for cracks, base plates for deformation which prevent the jack from standing on level surface.
- (d) Check handles on jack for damage.
- (e) Apply light lubrication to slides and guides.
- (F) Check all bolts, grub screws etc. and secure.

###### **B.2.1.2.2 TAMPERS, GRINDERS, DISC-CUTTERS, IMPACT WRENCHES, DRILLING MACHINE RAIL SAW, NUT SPLITTER, JIM CROW & SLEEPER CHANGER**

- (a) Check operation of equipment.
- (b) Check power flow supply source of the hydraulic supply system.

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- (c) Check pipe & hose couplings for leaks and damage.
- (d) Check trigger mechanism.
- (e) Check all covers, handles guards & dustcovers etc. and secure.
- (f) Apply light lubrication to control pins and linkages where applicable.

**B.2.1.2.2 RRV AND TRUCK MOUNTED CRANES**

- (a) Check mounting bolts for tightness ,damage or missing
- (b) Check general condition of structure- rusted, bent etc.
- (c) Check for leaks on pipes and pump supply tank.
- (d) Check outriggers, cylinders, rams for damage i.e. score marks.
- (e) Check pins, locking plates to ensure secure.
- (f) Check supply for leaks to ensure secure and correct operation.
- (g) Check pressure relief valve sealed.
- (h) Check control levers for damage, bent, broken plus light lubrication of pins, linkages, shafts to ensure smooth operation.
- (i) Yearly load/performance test 10% above safe working load must not be carried out to all cranes under full maintenance lease from **BIDVEST CAPITAL**. This test must be done by **BIDVEST CAPITAL** appointed examiner and is for their account.

**B.2.1.3 LIFTING EQUIPMENT**

**B.2.1.3.1 HOOKS AND CLAMPS**

- (a) Check for cracks, nicks, gauging, wear and deformation.
- (b) Lubricate lightly to swivel hook.

**B.2.1.3.2 BOW SHACKLES, "D" SHACKLES**

- (a) Check for wear.
- (b) Check pin for wear and straightness.
- (c) Check that pin is always seated properly.
- (d) Check that shackle legs have not opened.
- (e) Light lubrication to moving part spins, threads etc.

**B.2.1.3.3 TACKLE AND HANDLINES (SHEAVE BLOCKS A AND B)**

- (a) Check for cracks, nicks, gauging, wear and deformation.
- (b) Check sheave blocks for straightness.
- (c) Check sheave wheels for cracks and damage.
- (d) Check groove diameter.
- (e) Check rope for damage and flaying.
- (f) Light lubrication to pins, sheave wheels and swivel hook to ensure free operation.

**B.2.1.3.4 CHAINS AND CHAIN SLINGS**

- (a) Same as for **B.2.1.3.1** and **B.2.1.3.2**
- (b) Check each link for stretching, surface wear, deformation, bending or shearing, nicks, gauging and cracks.
- (c) Check chain for corrosion. Lubricate lightly.

#### **B.2.1.3.5 FULL BODY HARNESS**

- (a) Check hooks for damage and correct smooth operation.
- (b) Check webbing for tears, nicks, abrasion, discolouration and exposure to chemicals or weld spatter.
- (c) Check the expiry date of harness, shock absorber and lanyard.
- (d) Check all stitch patterns that they are not coming apart.
- (e) Check all hardware for deformation and smooth correct operation.
- (f) Check for contamination of webbing and hardware (paint, cement, chemicals and excessive dirt)
- (g) UV discolouration may indicate a deterioration of the strength of the webbing.

#### **B.2.2. DOCUMENTATION**

The findings of each item inspection must be entered on the **Log sheet No 9, 10 or 66** applicable to the item examined. The date of the examination and the Inspector's signature must be recorded on the Log sheet.

**Note** – Where no deficiencies or defects are apparent the log sheet must be endorsed "in **good order**". The use of ditto or similar inscription marks on log sheets is not permitted.

#### **B.2.3 FILING**

The examiner and Supervisor must ensure that Log sheets are kept in good order and arrange for replacement or repair of any torn or damaged log sheets. If Log sheets are replaced the torn or full Log sheets must be filed in "Equipment File"

#### **B.2.4 LIST OF EQUIPMENT**

The Examiner will be supplied with a complete list of items to be inspected together with the cycle period that the items need to be inspected. This list must be updated after every inspection regarding new, withdrawn or transferred equipment and must be kept updated.

#### **B.2.5 STOP CERTIFICATE**

Examiners must ensure that machinery, plant or equipment which they consider unsafe for use, after examination, is not used. **A STOP CERTIFICATE** form A-10 must be issued to the User, and the User to be advised that the machinery, plant or equipment must not be used until repairs are affected and the Examiner endorses the **STOP CERTIFICATE** that the item is fit for use.

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**B.2.6 NON – AVAILABILITY OF MACHINERY, PLANT AND EQUIPMENT.**

Where equipment is not available for inspection the examiner must endorse the relevant Log sheet accordingly, stating the reasons, and advise the Supervisor that he has not examined the said equipment. The Supervisor must then immediately inform the Technical Support Manager that this equipment was not available in order that suitable action can be taken.

**B.2.7 REGISTRATION OF EXAMINER/INSPECTOR**

A copy of the registration of the **Lifting Machinery Inspector** with **Department of Labour** of all competent staff according the **Driven Machinery Regulations of the Occupational Health and Safety Act** must be forwarded with the tender application. (Certified copies of application to register with ECSA as a LMI to be provided, if registration has not yet been approved)

The company **registration number** as a **Lifting Machinery Entity** must also be provided.

**B.3 MEASUREMENT AND PAYMENT**

**B.3.1. BASIC PRINCIPALS**

**B.3.1.1** The unit of measurement for inspection of all Plant, Machinery and Equipment will be per item inspected each time as per schedule attached.

**B.3.2 PAYMENT**

Payment will be made on completion of each quarterly month end for items inspected and load tested.

**Payment will be processed within terms of Transnet's P2P procurement Policy.**



## **ANNEXURE B: CLAUSE BY CLAUSE COMPLIANCE SCHEDULE**

<p>The compliance response is to contain ONLY the following Statements, "Noted", "Comply", "Partial Compliance" or Do not comply"</p> <p>Noted is to be applied against statements and either of the other responses for all other clauses.</p> <p>Where either "Partial Compliance" is inserted, remarks as to the reason for the deviation from the requirement is required.</p>		
<b>CLAUSE DESCRIPTION</b>	<b>COMPLIANCE RESPONSE</b>	<b>EXPLANATION/DEVIATION/REASON</b>
A.1. SCOPE A.1.1		
A.2 WORK TO BE PERFORMED		
A.2.1.1 EXAMINATION PROCEDURES		
A.2.1.2 HYDRAULIC EQUIPMENT		
A.2.1.3 LIFTING EQUIPMENT		
A.2.2 DOCUMENTATION		
A.2.3 FILING		
A.2.4 LIST OF EQUIPMENT		
A.2.5 STOP CERTIFICATE		
A.2.6 NON-AVAILABILITY OF MACHINERY PLANT & EQUIPMENT		
A.2.7 REGISTRATION OF EXAMINER/INSPECTOR		
A.3 MEASUREMENTS AND PAYMENT		
A.3.1 BASIC PRINCIPALS		
A.3.2 PAYMENT		
B.1.SCOPE B.1.1		
B.2 WORK TO BE PERFORMED		

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Respondent's Signature

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

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<b>CLAUSE DESCRIPTION</b>	<b>COMPLIANCE RESPONSE</b>	<b>EXPLANATION/DEVIATION/REASON</b>
B.2.1.1 EXAMINATION PROCEDURES		
B.2.1.2 HYDRAULIC EQUIPMENT		
B.2.1.3 LIFTING EQUIPMENT		
B.2.2 DOCUMENTATION		
B.2.3 FILING		
B.2.4 LIST OF EQUIPMENT		
B.2.5 STOP CERTIFICATE		
B.2.6 NON-AVAILABILITY OF MACHINERY PLANT & EQUIPMENT		
B.2.7 REGISTRATION OF EXAMINER/INSPECTOR		
B.3 MEASUREMENTS AND PAYMENT		
B.3.1 BASIC PRINCIPALS		
B.3.2 PAYMENT		

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

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

**ANNEXURE C: EVALUATION CRITERIA**

<b>Item No.</b>	<b>Quality Criteria</b>	<b>Type of proof to be submitted</b>	
<b>1</b>	<b>Load Testing Facility</b>		
	State Type of Facility	Provide Proof of Ownership or Proof of access to Load Test Equipment	
<b>2</b>	<b>Previous experience</b>		<b>Indicate number of years</b>
	Experience in LMI Examination compliance Services	Provide a minimum of 3 references for projects of similar nature and contact details	
	<b>References</b>		
	<b>PROJECT</b>	<b>NAME OF COMPANY</b>	<b>CONTACT PERSON &amp; TELEPHONE</b>