TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No. ERAC-NPG-MM34-017714

FOR THE PROVISION TO REPAIR AND SERVICE OF HYDRAULIC TRACK TOOLS AT NELSPRUIT FOR 'AS AND WHEN REQUIRED' FOR A PERIOD OF 2 (TWO) YEARS.

NO SITE BRIEFING WILL BE CONDUCTED IN THIS RFQ.

FOR TECHNICAL ENQUIRIES CONTACT ROBERT DRUMMOND ON 071 850 8276

ISSUE DATE:	**23 OCTOBER 2015**
CLOSING DATE:	**03 NOVEMBER 2015**
CLOSING TIME:	**10:00**
VALIDITY DATE:	**29 FEBRUARY 2016**

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Section 1
NOTICE TO BIDDERS

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

METHOD:	Submit physically
CLOSING VENUE:	Transnet Freight Rail Tender Advice Centre Inyanda House 1, Ground Floor 21 Wellington Road Parktown Johannesburg 2000

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 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 described in more detail in the attached B-BBEE Claim Form Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

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 Annexure A [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.

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2.1 B-BBEE Improvement Plan

2.2 Transnet encourages its Suppliers/Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 2.1 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which the extent to which they will maintain or improve their B-BBEE status over the contract period. Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals by completion of ***Annexure*** A appended hereto.

3 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: **Prudence Nkabinde**

Email: prudence.nkabinde@transnet.net

Telephone: **(011) 544-9486**

Respondents may also, at any time **after the closing date of the RFQ**, communicate with the Buyer of the Transnet Freight Rail on any matter relating to its RFQ response:

Name: **Matete Madisha**

Email: matete.madisha@transnet.net

Telephone: **(013) 258 2474**

4 FORMAL BRIEFING

No site briefing will be conducted in this RFQ.

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.

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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 ; or
- make no award at all.

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.

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 conduct Post Tender Negotiations (PTN) with selected Respondents or any number of short listed Respondents, such PTN to include, at Transnet's discretion, any evaluation criteria listed in the RFQ document.

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.

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

TIP-OFFS ANONYMOUS : 0800 003 056

RFQ FOR THE TO REPAIR AND SERVICE OF HYDRAULIC TRACK TOOLS AT NELSPRUIT FOR AS AND WHEN REQUIRED FOR A PERIOD OF 2 (TWO) YEARS

NO SITE BRIEFING WILL BE CONDUCTED

CLOSING DATE & TIME: 03 NOVEMBER 2015 AT 10:00

CLOSING VENUE: TRANSNET FREIGHT RAIL TENDER ADVICE CENTRE, INYANDA HOUSE 1, GROUND FLOOR, 21 WELLINGTON ROAD, PARKTOWN, JOHANNESBURG 2000

VALIDITY PERIOD: 90 DAYS

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SECTION 2
EVALUATION CRITERA AND RETURNABLE DOCUMENTS

11 Evaluation Criteria

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

Criterion/Criteria	Explanation
Administrative responsiveness	• Completeness of response and returnable documents • Verify the validity of returnable documents
Substantive responsiveness	• **Clause by Clause Compliance to specification** • (Failure to complete the Annexure D, tender will not be evaluated to next stage)
Functionality Threshold	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given. **Respondents are to note that functionality is included as a technical threshold with a prescribed minimum percentage of 80% must be obtained in order to advance to next stage 3.** • Submit Health/Safety plan and Environmental Plan - 20% (Refer page 25-27) • Technical capacity/Plant and Equipments relevant to project – 30% (Annexure B) • Previous experience done relevant to the project – 30% (Annexure C) • 2 Days response time -20% (Page 12)

Final weighted evaluation based on 80/20 preference point	• Pricing – **80 points** • B-BBEE status of company – **20 points** 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.

12 Validity Period

Transnet desires a validity period of 90 [ninety] Business Days from the closing date of this RFQ. This RFQ is valid until **29 February 2016**.

13 Disclosure of Prices Quoted

Respondents must indicate here whether Transnet may disclose their quoted prices and conditions to other Respondents:

YES ☐ NO ☐

14 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:

Mandatory Returnable Documents	Submitted [Yes or No]
- SECTION 4 – Price Schedules	
- **Clause by clause compliance to specification**	

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

Failure to provide all these Returnable Documents may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these documents are returned with their Quotations.

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Essential Returnable Documents	Submitted [Yes or No]
SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Form	
- Valid and original, or a Certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
- Letter of Good Standing from Department of Labour	

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.

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SECTION 3
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 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.

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SCOPE OF WORK

The work involves: Collecting of hydraulic machines from infra Nelspruit and repairing/service of machines to original manufacturers specifications and delivering of machines to infra Nelspruit.

QUALITY CONTROL

A Spoornet representative will mark and measure the workload in advance.
The Project Manager / Project Managers Deputy will be responsible for the measurement of work to be done and completed.

Work not conforming to the standard specification will be rejected and recorded in the site inspection book. Repair of this work will be for the account of the Contractor, he will indicate in the site instruction book when these works will be repaired in order for the necessary occupations to be arranged by the Project Manager / Project Managers Deputy. In the event of the Contractor being delayed while doing repair work to substandard work, no claim for standing time will be accepted.

SAFETY

The contractor will be responsible for safety at his own premises.

HANDING OVER OF WORKPLACES

The contractor will deliver all repaired hydraulic machines back to Infra Depot Nelspruit.

PROVISION OF COMMUNICATION

The contractor will communicate with the Supervisor via e. mail or telephone.

DURATION

The contract will be for a period of two years.

SPECIFICATIONS

The original equipment manufacturer specifications are the only excepted specifications.

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SECTION 4

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

SCHEDULE OF QUANTITIES AND PRICES

Part A - Repair of 1" Hydraulic Impact Wrench

Item No	DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL PRICE
1	Check unit for leakages, defective controls and abuse or damages.	1	sum		
2	Disassemble unit for internal inspection	4	each		
3	Overhaul impact mechanism, observing wear limits on hammers, anvils, frame, bushing, bearings and adapters	1	sum		
4	Overhaul hydraulic motor, observing wear limits on shafts, bearing blocks, gears and casing.	1	sum		
5	Replace Original equipment manufacturer Hydraulic motor shaft seal.	1	each		
6	Replace OEM Hydraulic motor internal seals.	1	sum		
7	Overhaul trigger mechanism.	1	sum		
8	Overhaul reversing mechanism.	1	sum		
9	Replace damaged components & re-assemble unit.	1	sum		
10	Calibrate torque relief	1	sum		
11	Check operating speed, operating torque & relief	1	sum		
12	Collect and return of 1' hydraulic torque wrench from infra depot Nelspruit	1	sum		
A	**Sub-Total Price For Repair of 1" hydraulic impact wrench (Excl. Vat)**				

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Part B - Repair of Hydraulic Tie Tamper

Item No	DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL PRICE
1	Use Original equipment manufacturer approved parts only	1	sum		
2	Check unit for leakages, defective controls and abuse or damages.	1	sum		
3	Disassemble unit for internal inspection	1	each		
4	Overhaul handle mechanism observing wear limits to slides, suspension units, frame, pivots, springs ,trigger handles, safety levers and safety triggers.	1	sum		
5	Replace accumulator diaphragm and recharge accumulator.	1	sum		
6	Replace seal kit (OEM only) overhaul automatic valve, porting block & flow sleeve	1	each		
7	Overhaul valve body, guide sockets, auxiliary spools and main spool.	1	sum		
8	Overhaul automatic valve, porting block &sleeve observing wear limits.	1	sum		
9	Replace hexagon bushing (OEM).	1	sum		
10	Replace damaged components & re-assemble unit.	1	sum		
11	Check cycle speed measure tamping efficiency	1	sum		
12	Paint equipment	1	sum		
13	Collect and return of Hydraulic tie tamper from infra depot Malsmuit	1	each		
B	**Sub-total Price For Repair of Hydraulic tie tamper (Excl. Vat)**				

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Part C - Repair of Hydraulic Rail Saw

Item No	DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL PRICE
1	Use Original equipment manufacturer approved parts only	1	sum		
2	Check unit for leakages, defective controls and abuse or damages.	1	sum		
3	Disassemble unit for internal inspection	1	each		
4	Overhaul hydraulic motor, observing wear limits on shafts, bearings blocks gears and casing.	1	sum		
5	Overhaul hydraulic brake.	1	sum		
6	Replace Hydraulic motor shaft seal (OEM only)	1	each		
7	Replace hydraulic motor internal seals (OEM only)	1	sum		
8	Overhaul control valve	1	sum		
9	Certify frame housing, observing wear limit.	1	sum		
10	Repair flip clamp mechanism.	1	sum		
11	Check arbour speed to specification	1	sum		
12	Replace damaged components & re assemble	1	sum		
13	Collect and return of Hydraulic Rail Saw from infra depot Nelspruit	1	each		
C	**Sub-Total Price For Repair of Hydraulic Rail Saw (Excl. Vat)**				

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Summary of Totals

A - Sub-Total For Repair of 1" Hydraulic Impact Wrench	
B - Sub-Total For Repair of Hydraulic Tie Tamper	
C - Sub-Total For Repair of Hydraulic Rail Saw	
Grand Total Excluding VAT	

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

Notes to Pricing:

a) All Prices must be quoted in South African Rand, exclusive of VAT

b) 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.

By signing this Quotation Form the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar, and agrees, with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and Transnet SOC Ltd 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 for the purpose of calculating tendered prices or otherwise:

1. Specifications and drawings included in this RFQ - if applicable; and
2. The following documents all of which are available on Transnet's website or upon request:
   2.1. General Bid Conditions;
   2.2. Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
   2.3. Supplier Integrity Pact;
   2.4. Non-disclosure Agreement; and
   2.5. Vendor Application Form and all supporting documents (first time vendors only)
   Alternatively, for all existing vendors, please provide vendor number(s) here:

Transnet Operating Division	Unique Vendor Number	Yes / No
Transnet Group		
TFR, etc.		

In the Yes/No column above, please confirm that all the information e.g. company address and contact details, banking details etc. are still correct as at the time of allocation of the vendor number(s). Alternatively, Respondents are required to provide the updated information with their bid submission.

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: _____

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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:
    _____
    _____
    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 _____

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Section 6: SUPPLIER DECLARATION FORM

Respondents are to furnish the following documentation and complete the Vendor Application Form below:

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details [**with bank stamp]**
2. **Certified copy** of Identity Document(s) of Shareholders/Directors/Members *[where applicable]*
3. **Certified copies** of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)
4. **Certified copies** of the company's shareholding/director's portfolio
5. **Original** letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate [RSA entities only]
7. **Certified copy** of VAT Registration Certificate [RSA entities only]
8. **A valid and original** B-BBEE Verification Certificate / sworn affidavit **or certified copy** thereof meeting the requirements for B-BBEE compliance as per the B-BBEE Codes of Good Practice; **Certified copy** of valid Company Registration Certificate *[if applicable]*

Note: No agreement shall be awarded to any South African Respondent whose tax matters have not been declared by SARS to be in order

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Company Trading Name						
Company Registered Name						
Company Registration Number Or ID Number If A Sole Proprietor						
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
How many years has your company been in business						
VAT number (if registered)						
Company Telephone Number						
Company Fax Number						
Company E-Mail Address						
Company Website Address						

Bank Name		Branch & Branch code	
Account Holder		Bank account number	
Postal Address			
		Code	
Physical Address			
		Code	

Respondent's Signature

Date & Company Stamp

Contact Person	
Designation	
Telephone	
Email	

Annual Turnover Range (Last Financial Year)	< R5 Million		R5-35 million		> R35 million	
Does Your Company Provide	Products		Services		Both	
Area Of Delivery	National		Provincial		Local	
Is Your Company A Public Or Private Entity			Public		Private	
Does Your Company Have A Tax Directive Or IRP30 Certificate			Yes		No	
Main Product Or Service Supplied (E.G.: Stationery/Consulting)						

BEE Ownership Details					
% Black Ownership		% Black women ownership		% Disabled person/s ownership	
Does your company have a BEE certificate		Yes		No	
What is your broad based BEE status (Level 1 to 9 / Unknown)					
How many personnel does the firm employ		Permanent		Part time	

Transnet Contact Person	
Contact number	
Transnet operating division	

Duly Authorised To Sign For And On Behalf Of Firm / Organisation			
Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oath			
Name		Date	
Signature		Telephone	

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Respondent's Signature

Date & Company Stamp

ANNEXURE A : B-BBEE PREFERENCE POINTS CLAIM FORM

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

1. INTRODUCTION

1.1 A total of 20 preference points shall be awarded for B-BBEE Status Level of Contribution.

1.2 Failure on the part of a Bidder to fill in and/or to sign this form and 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 an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.

1.3 Transnet 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 Transnet.

2. GENERAL DEFINITIONS

2.1 **"all applicable taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 **"B-BBEE status 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;

2.4 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;

2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];

2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;

2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;

2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;

2.9 "**EME**" means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;

2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual

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increase or decrease resulting from the change, imposition, or abolition of customs and 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;

2.11 **"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;

2.12 **"non-firm prices"** means all prices other than "firm" prices;

2.13 **"person"** includes reference to a juristic person;

2.14 "**QSE**" means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928

2.15 "**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;

2.16 **"subcontract"** means the primary contractor's assigning or leasing or 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;

2.17 **"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 Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

2.18 **"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

3. **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in

ADJUDICATION USING A POINT SYSTEM

3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.

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.

3.3 Points scored will be rounded off to 2 [two] decimal places.

3.4 In the event of equal points scored, the Bid will be awarded to the Bidder 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 will be the one scoring the highest score for functionality.

3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]	Number of Points [Maximum 10]
1	20	10
2	18	9
3	16	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.

4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.

4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs 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.

4.5 In terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, Bidders who qualify as QSEs 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. Large enterprises 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.

4.6 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.

4.7 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.

4.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.

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4.9 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 subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.

4.10 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] 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 subcontracted to an EME that has the capability and ability to execute the subcontract.

4.11 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

5. B-BBEE STATUS AND SUBCONTRACTING

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

B-BBEE Status Level of Contributor _____ = _____ [maximum of 20 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above 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 in the case of an EME or QSE.

5.2 **Subcontracting:**

Will any portion of the contract be subcontracted? YES/NO [delete which is not applicable]

If YES, indicate:

(i) What percentage of the contract will be subcontracted? .....%

(ii) The name of the subcontractor .....

(iii) The B-BBEE status level of the subcontractor .....

(iv) Is the subcontractor an EME? YES/NO

5.3 Declaration with regard to Company/Firm

(i) Name of Company/Firm.....

(ii) VAT registration number.....

(iii) Company registration number.....

(iv) Type of Company / Firm [TICK APPLICABLE BOX]

☐Partnership/Joint Venture/Consortium

☐One person business/sole propriety

☐Close Corporations

☐Company (Pty) Ltd

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(v) Describe Principal Business Activities

.....

.....

(vi) Company Classification [TICK APPLICABLE BOX]

☐Manufacturer

☐Supplier

☐Professional Service Provider

☐Other Service Providers, e.g Transporter, etc

(vii) Total number of years the company/firm has been in business.....

BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct.

(ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.

(iii) 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, Transnet 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, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or

(e) forward the matter for criminal prosecution.

WITNESSES:

1. .....

2. .....

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME: .....

ADDRESS:.....

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ANNEXURE B : SCHEDULE OF PLANT, EQUIPMENT AND TEAMS

Schedule of major plant and equipment to be used in the execution of this agreement in terms of the Agreement Conditions and specifications. The respondent must state which plant is immediately available and which will be ordered for. A complete list of herbicides and the method of control to be used must also be specified.

(i) Plant immediately available for work tendered for :

_____

_____

_____

_____

(ii) Plant on order and which will be available for work tendered for :

_____

_____

_____

_____

(iii) Plant to be acquired for the work tendered for :

_____

_____

_____

_____

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ANNEXURE C: REFERENCES

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	Year completed

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Respondent's Signature

Date & Company Stamp

HEALTH/ RISK AND SAFETY PLAN

INDEX

1. Contractor SHEQ Policy Statement
2. List of Contractor Employees
3. Project Management
3.1. Notification of Construction Work (Construction Regulation 3, Annexure A)
3.2 Registration with WCC
3.4. SHEQ Plan Review
3.5. Agreement with Mandataries (Section 37(2) of OHS Act)
3.6. Appointments of Contractor
3.7. Site Organisation
3.7.1. Assignment of Duties
3.7.2. Construction Work Supervisor (Construction Regulation 6)
3.7.3. Subordinate Construction Work Supervisor (Construction Regulation 6)
3.7.4. Construction Safety Officer (Construction Regulation 6(7)
3.7.5. List of subcontractors already appointed - List to be revised at least monthly
3.7.6. Health and Safety Representative (Section 17 of OHS Act)
3.7.7. Scaffold Inspector (Construction Regulation 8)
3.7.8. Portable Fire Equipment Inspector

4. Incident Management
4.1. Health, Safety and Environmental Performance Statistics
4.2. Incidents and/or injuries
4.2.1. Reporting
4.2.2. Recording
4.2.3. Investigation
4.2.4. Medical Surveillance and certificate of fitness
4.2.5. Occupational Diseases

5. Audits
5.1. Legal Compliance Audits
5.1.1. Audit Report
5.1.2 Frequency of Audits
5.1.3. Findings and Analysis
5.1.4 Corrective Action

6. Substance Abuse Testing

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6.1 Proof of testing

7. Logbooks and Registers

7.1. Electric Equipment / Tools Register - Portable
7.2. Fall Protection Plan Checklist
7.3. Fire fighting appliance Register - Portable
7.4. Personal Protective Equipment and Clothing
7.5. Scaffold Register
7.6 Schedule of Plant (E4D)
7.7 Lifting Equipment Register
7.8 Other

8. Risk Management

8.1. Task descriptions
8.2. Risk Identification, Analysis, Mitigating Steps, Monitoring Steps and Review Plan
8.3. Risk Assessment (Construction Regulation 7)
8.4 Occupational Hygiene Surveys e.g Noise, Dust etc

9. Education and Training

9.1. Induction training (Construction Regulation 7(9)
9.2. Site Specific Training
9.3. Certificates of Competence e.g operator licences, welding certificates, etc
9.4 First Aid training and Equipment

10. Emergency Planning – Evacuation plan

10.1 Client procedure
10.2. Site Procedure
10.3 Emergency response numbers

11. SHE Communications

11.1 Safety/Toolbox talks
11.2 Incident Recall

12. Safe Working Procedures

12.1 Method Statements
12.2 Safe Operating Procedures

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12.3 Task/Job observations

13. Fall Protection Plan

13.1 Documented fall protection plan
13.2 Rescue Plan
13.3 Training/Certification
13.4 Fall arrest and protection equipment

14. Personal Protective Equipment and Clothing

14.1 PPE required
14.2 PPE proof of issue

15. Project security

15.1 Security risks identified
15.2 Access control

16. Environmental Management Plan

Note: TFR will obtain Environmental authorisation (EIA and EMP) and permits from the relevant authority (when necessary) prior to commencement of the project (e.g Construction)

1. Control of Dust
2. Noise Pollution Control
3. Waste management
4. Environmental Incident Management (Sect 30 NEMA)
5. Contamination of surface and underground water
6. Soil Contamination
7. Storm Water Drainage
8. Environmental Cleanup and Rehabilitation
9. Environment monitoring
10 Environmental training and awareness
11. Provision for Environmental Cleanup and Rehabilitation Cost (Budget)

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Technical Capacity/Plant and Equipment relevant to execute the project

Artisan / Electrician / Technician or Engineer from Mechanical discipline

Safety officer

Supervisor

First Aider

N6 / National Diploma or Degree (Mechanical Engineering)

ECSA registration

Generator

Tool box

First aid Certificate

Delivery Period

NB: Contractors to submit Letter of commitment from the suppliers for the service/ repair of Hydraulic Equipment

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ANNEXURE D – CLAUSE BY CLAUSE COMPLIANCE TO SPECIFICATION

The compliance response is to contain ONLY the following statements, "Noted", "Comply", "Partial Compliance" or "Do not comply".

Noted is to be applied against statements and either of the other responses for other clauses. Where either "Partial Compliance" or "Do not comply" are applied, remarks as to the reason for the deviation from the requirement are required.

SPECIFICATION BBB1267 VERSION 10

1.0 Scope

1.1 complies / does not comply

1.2 complies / does not comply

2.0 Standard, Publication and Drawings

2.1 complies / does not comply

2.2 complies / does not comply

2.2.1 complies / does not comply

2.2.2 complies / does not comply

2.2.3 complies / does not comply

2.2.4 complies / does not comply

3.0 Tendering Procedures

3.1 complies / does not comply

3.2 complies / does not comply

3.3 complies / does not comply

3.4 complies / does not comply

3.5 complies / does not comply

3.6 complies / does not comply

4.0 Appendices

4.1 complies / does not comply

4.2 complies / does not comply

5.0 Service Conditions

5.1 complies / does not comply

5.1.1 complies / does not comply

5.2 complies / does not comply

5.2.1 complies / does not comply

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5.2.2 complies / does not comply

6.0 Requirements for Alternating Current Circuit Breakers

6.1 complies / does not comply

6.2 complies / does not comply

6.3 complies / does not comply

6.4 complies / does not comply

6.5 complies / does not comply

6.6 complies / does not comply

6.7 complies / does not comply

6.8 complies / does not comply

6.9 complies / does not comply

6.10 complies / does not comply

6.11 complies / does not comply

6.12 complies / does not comply

6.13 complies / does not comply

6.14 complies / does not comply

6.15 complies / does not comply

6.16 complies / does not comply

6.17 complies / does not comply

6.18 complies / does not comply

6.19 complies / does not comply

6.20 complies / does not comply

6.20.1 complies / does not comply

6.21 complies / does not comply

6.22 complies / does not comply

6.23 complies / does not comply

6.23.1 complies / does not comply

6.24 complies / does not comply

6.25 complies / does not comply

6.25.1 Complies / does not comply

6.26 complies / does not comply

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6.27 complies / does not comply

6.28 complies / does not comply

6.29 complies / does not comply

6.30 complies / does not comply

6.31 complies / does not comply

6.32 complies / does not comply

6.33 complies / does not comply

6.34 complies / does not comply

6.34.1 complies / does not comply

6.34.2 complies / does not comply

6.32.3 complies / does not comply

6.35 complies / does not comply

6.35.1 complies / does not comply

6.35.2 complies / does not comply

6.35.3 complies / does not comply

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6.35.6 complies / does not comply

6.36 complies / does not comply

6.36.1 complies / does not comply

6.36.1.1 complies / does not comply

6.36.1.2 complies / does not comply

6.36.2 complies / does not comply

6.36.2.1 complies / does not comply

6.36.2.2 complies / does not comply

6.36.2.3 complies / does not comply

6.36.3 complies / does not comply

6.36.3.1 complies / does not comply

6.36.3.2 complies / does not comply

6.37 complies / does not comply

6.37.1 complies / does not comply

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6.37.2	complies / does not comply
7.0	**Special tools, servicing aids and manuals and spares lists**
7.1	complies / does not comply
7.2	complies / does not comply
8.0	**Training**
8.1	complies / does not comply
9.0	**Test Certificate**
9.1	complies / does not comply
10.0	**Guarantee and Defects**
10.1	complies / does not comply
10.2	complies / does not comply
10.3	complies / does not comply
11.0	**Inspection**
11.1	complies / does not comply
11.2	complies / does not comply
12.0	**Packaging and Transport**
12.1	complies / does not comply
12.2	complies / does not comply
13.0	**Bibliography**
13.1	complies / does not comply

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HYDRAULICTIE TAMPER

1	2\353441
2	2\353442
3	2\353451
4	2\353452
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7	2\353457
8	2\353458
9	2\353463
10	2\353464
11	2\353465
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25	2\386453
26	2\386454
27	2\386457
28	2\386465
29	2\388538
30	2\388539
31	2\388[illegible]2
32	2\388[illegible]
35	2\39[illegible]691

STANLEY BR 40 Hydraulic Breaker x6

ATILAS COPCO TEX18 H Hydraulic breaker

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HYDRAULIC SLEEPER DRILL

1	2\384330	Stanley IW16
2	2\355711	1" Hydraulic Impack Wrench
3	2\355714	
4	2\355715	
5	2\355717	
6	2\355718	
7	2\355724	
8	2\355725	
9	2\355726	
10	2\359409	
11	2\359437	

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RAIL DISC CUTTER

1	2\388737	
2	2\354472	STANLEY RS 25 Hydraulic Railsaw
3	2\354477	
4	2\354535	
5	2\354656	
6	2\354545	
7	2\354656	
8	2\354658	
9	2\354661	
10	2\354662	
11	2\384195	
12	2\384196	
13	2\384197	
14	2\384224	
15	2\384227	
16	2\390698	

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1" IMPACK WRENCH

1	2\354497
2	2\354503
3	2\354508
4	2\354509
5	2\354510
6	2\354545
7	2\354667
8	2\354668
9	2\354669
10	2\390699
11	2\390700

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