

**TFR**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No RME CPT/427/2016**

**RFQ FOR THE SUPPLY, DELIVERY AND INSTALLATION OF MODULAR OFFICE AND  
ABLUTIONS**

**FOR DELIVERY TO: UITENHAGE MAIN HUB, PORT ELIZABETH**

**ISSUE DATE: 11 OCTOBER 2016**

**CLOSING DATE: 25 OCTOBER 2016**

**CLOSING TIME: 10:00**

**Section 1**  
**NOTICE TO BIDDERS**

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

**METHOD:** [ post, Courier and/or hand delivered]  
**CLOSING VENUE:** [courier and/or tender box at physical address]

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Proposals must reach the Secretariat, Acquisition Council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

**Closing date and time: 25 October 2016 AT 10:00**

**Closing address:** *[Refer to options in Delivery Instructions for RFQ below]*

**No documents will be issued between 12h45 to 13h30**

All envelopes must reflect the return address of the Respondent on the reverse side.

**DELIVERY INSTRUCTIONS FOR RFQ**

**Delivery by Post**

If delivered by hand, the envelope is to be deposited in the Transnet tender box which is located at the addressed as follows:

The Secretariat  
Transnet Acquisition Council  
P O Box 2986  
Bellville, 7535

The measurements of the "tender slot" are 400mm wide x 100mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as above.

**Dispatch by Hand and Courier**

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Chairperson, Transnet Freight Rail Acquisition Council and a signature obtained from that Office:

The Secretariat  
Transnet Acquisition Council  
Transnet Park  
06<sup>TH</sup> Floor  
Robert Sobukwe Road  
Bellville

Please note that this RFQ closes punctually at **10:00 on 25 October 2016.**



## **8 Binding Offer**

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

## **9 Disclaimers**

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.

## **10 National treasury central supplier database**

In terms of paragraph 5.6 of the NATIONAL TREASURY SCM INSTRUCTION NO 4 OF 2016/2017, which became effective on 1 May 2016, Transnet may only award bids to suppliers after verifying that the supplier is registered as prospective suppliers on the National Treasury Central Supplier Database.

Please follow the following steps to register your company on the National Treasury Central Supplier Database and confirm your registration by submitting your National Treasury "MAAA" supplier reference number.

Step 1: Access the CSD site on <https://secure.csd.gov.za/>

Step 2: Register a new CSD account <https://secure.csd.gov.za/Account/Register>

Step 3: Receive an activation email and click activate account

Step 4: Activate account by requesting and entering the OTP

Step 5: Log in the CSD

Step 6: Complete supplier identification information

Step 7: Complete contact information

Step 8: Complete address information

Step 9: Complete bank account information

Step 10: Complete tax information

Step 11: Complete directors/members information (if non-CIPC company)

Step 12: Complete associations (if relevant)

Step 13: Complete commodities information

Step 14: Complete B-BBBEE information (future phase)

Step 15: Maintain users

Step 16: Complete notification information

Step 17: Complete accreditations

Step 18: Click on submit

Step 19: A CSD supplier number and unique registration reference number is auto-generated and communicated.

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

See attached specification and Drawing: **Annexure A**

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

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

**FOR THE SUPPLY, DELIVERY AND INSTALLATION OF MODULAR OFFICE AND ABLUTIONS**  
**CLOSING VENUE: THE SECRETARIAT, TRANSNET ACQUISITION COUNCIL, 06<sup>TH</sup> FLOOR,**  
**TRANSNET PARK BUILDING, ROBERT SOBUKWE ROAD, AND BELLVILLE**  
**CLOSING DATE & TIME: 25 October 2016 AT 10:00**  
**VALIDITY PERIOD: 90 BUSINESS DAYS**

**SECTION 2**  
**EVALUATION CRITERIA AND RETURNABLE DOCUMENTS**

**12 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>	Completeness of response and returnable documents
<b>Substantive responsiveness</b>	<p>Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.</p> <p>Indicate any technical prequalification</p> <ul style="list-style-type: none"> <li>• Annexure B: Previous/Current relevant experience in modular buildings and or similar projects</li> <li>• Submission of a Quality Control Plan</li> <li>• Annexure C: Technical Submission Questionnaire completed by the bidder</li> <li>• Annexure D: Technical Compliance Sheet Completed, Signed and submitted.</li> <li>• Submission of proof of Distribution Capability (National Footprint)</li> </ul>
<b>Functionality Threshold</b>	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 60%. Previous/ Current relevant experience in modular buildings and or similar projects, Delivery Lead-Time , Quality Control Plan and Distribution Capability (National footprint) will be used as functional criteria.
<b>Final weighted evaluation based on 80/20 preference point</b>	<ul style="list-style-type: none"> <li>• Pricing and price basis</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>

**Functionality - (Minimum threshold of 60 %**

Technical Criteria	Weightings (%)
<b>Technical capability</b>	
1. Previous/Current relevant experience in modular buildings and or similar projects	30%
2. Quality Control Plan: to include the following: <ul style="list-style-type: none"> <li>• Detailed drawings(Installation, connection and dimensions)</li> <li>• Manufacturing Process</li> <li>• Installation Process</li> <li>• Delivery to site</li> </ul>	30%
3. Delivery Lead Time	20%
4. Distribution Capability (National footprint). Details of the Distribution capability should include the details below but not limited to: <ul style="list-style-type: none"> <li>• Evidence of distribution network and footprint</li> <li>• Details of office location/s and/or associated affiliations</li> <li>• Detailed approach to proposed solution on the bidder is supply the modular building in Uitenhage Main Hub, Port Elizabeth</li> <li>• Office Kilometre measurements from the Uitenhage Main Hub, Port Elizabeth</li> </ul>	20%
<b>100%</b>	

***The test for meeting the SD threshold [Stage Three] must be passed for a Respondent's proposal to progress to Stage Four for further evaluation***

**13 Validity Period**

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

This RFQ is valid until **23 February 2016**.

**14 Disclosure of Prices Quoted**

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

YES  NO

**15 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.**

**Returnable Document**

- 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 (to be completed in full)	
<b>Annexure B</b> : Previous/Current relevant experience in modular buildings and or similar projects	
<b>Annexure C</b> : Technical Submission Questionnaire completed by the bidder	
<b>Annexure D</b> : Technical Compliance Sheet Completed, Signed and Submitted	
Submission of a Quality Control Plan	
Submission of proof of Distribution Capability (National Footprint)	

- 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.***

<b>Essential Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Form	
- SECTION 5 : B-BBEE preference Points claim form	
- SECTION 6: RFQ Clarification Request 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]	

**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



**Returnable Document**

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.

### SECTION 3 QUOTATION FORM

I/We \_\_\_\_\_

Here by 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, at Uitenhage Main Hub, excluding VAT:

(To be completed in full)

Item No	Description of Goods /Services	Quantity	Unit of Measure	Unit Delivered Price Excl VAT (ZAR)	Total Delivered Price Excl VAT (ZAR)
1	Supply, delivery and Installation of the new modular office and ablutions (as per specification Annexure A)	1	each		
<b>TOTAL DELIVERED PRICE (EXCL 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.

**Returnable Document**

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.

**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:

<b>Transnet Operating Division</b>	<b>Unique Vendor Number</b>	<b>Yes / No</b>
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: \_\_\_\_\_

**SECTION 4**

**RFQ DECLARATION AND BREACH OF LAW FORM**

NAME OF ENTITY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;

we have received all information we deemed necessary for the completion of this Request for Quotation [RFQ];

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.

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;

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

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.

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.

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:

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

**Returnable Document**

*[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]*

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**

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 _____

## **RFQ FOR THE SUPPLY, DELIVERY AND INSTALLATION OF MODULAR OFFICE AND ABLUTIONS**

### **SECTION 5: 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**

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

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

**"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;

**"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;

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

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

**"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;

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

**"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;

**"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 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;

**"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;

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

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

**"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

**"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;

**"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;

**"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;

**"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

**"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 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.

### 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]
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	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



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- 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 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned 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.
- 4.8 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.
- 4.9 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.
- 4.10 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.
- 4.11 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

**Returnable Document**

subcontractor is an EME that has the capability and ability to execute the subcontract.

4.12 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.

4.13 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:

What percentage of the contract will be subcontracted?.....%

The name of the subcontractor .....

The B-BBEE status level of the subcontractor .....

Is the subcontractor an EME? YES/NO

**5.3 Declaration with regard to Company/Firm**

Name of Company/Firm.....

VAT registration number.....

Company registration number.....

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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Describe Principal Business Activities

.....  
.....

Company Classification [TICK APPLICABLE BOX]

Manufacturer

Supplier

Professional Service Provider

Other Service Providers, e.g. Transporter, etc.

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:

The information furnished is true and correct.

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.

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:

disqualify the person from the bidding process;

recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

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;

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

Forward the matter for criminal prosecution.

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**WITNESSES:**

.....  
.....

SIGNATURE OF BIDDER
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DATE:.....

COMPANY NAME: .....

ADDRESS:.....

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### **RFQ FOR THE SUPPLY, DELIVERY AND INSTALLATION OF MODULAR OFFICE AND ABLUTIONS**

#### **Section 6: RFQ CLARIFICATION REQUEST FORM**

RFQ No: RME CPT 427/2016

RFQ deadline for questions / RFQ Clarifications: Before 12:00 on 21 October 2016

TO: Transnet SOC Ltd  
ATTENTION: Tshegofatso Shaku  
EMAIL: [Tshegofatso.Shaku@transnet.net]  
DATE: \_\_\_\_\_  
FROM: \_\_\_\_\_  
\_\_\_\_\_

RFQ Clarification No *[to be inserted by Transnet]*

<b>REQUEST FOR RFQ CLARIFICATION</b>
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## ANNEXURE A

### **1. Scope of work and / or specification**

**Location:** Uitenhage

The requirements for the works are to erect new modular type office building as per works information supplied on the concept drawing. The contractor will be required to incorporate with modular units tying in of service into existing service lines for water, electrical supplies, telecommunications, LAN and sewer

#### **1.1 Employer's objective**

The objective of this project is to supply office and ablution for Scrapyard employees and team that will be

- To comply with SANS and should provide units that are wheel chair friendly
- The units safe and built according to regulation and are conducive to work.
- To have the shortest construction time possible

#### **1.2 Specifications**

- 1.2.1 Qualified material
- 1.2.2 Fabrication
- 1.2.3 Flexible design
- 1.2.4 Erection
- 1.2.5 Fast installation
- 1.2.6 Reuse for numerous times
- 1.2.7 Convenient package for shipping

**1.3** Modular house custom made A series is a flexible modular house. The size and layout can be designed as per customers' requirements and local climate. Details information is as follows:

No.	Sort	Name	Specification
1.3.1	Specification	length	No limited
1.3.2		Width	Less than 12m
1.3.3		Wall height	3000mm
1.3.4		Clear height	2600mm
1.3.5		Roof slope	1:5
1.3.6	Standard accessory	Wall board	75mm thickness sandwich panel, 0.35mm steel sheet, 13kg/m <sup>3</sup> polystyrene density. Heat Insulated coefficient is 0.041w/m.k. Heat transfer coefficient is 0.546w/.k.
1.3.7		Roof board	75mm thickness sandwich panel, 0.35mm steel sheet, 13kg/m <sup>3</sup> polystyrene density. Heat Insulated coefficient is 0.041w/m.k. Heat transfer coefficient is 0.546w/.k.
1.3.8		Outside door	Security door, single door with dimensions of 900*2100mm, furnished with a handle lock with 3keys. Doorframe is made of 1.2mm steel, and door is made of 0.7 mm steel, 90mm thick rock wool insulation foam.
		Inside door	SIP, single door with dimensions of 750*2000mm, furnished with a cylinder lock with 3keys. Doorframe is made of aluminum, 50mm thick EPS insulation foam.
1.3.9		Window(W-1)	Aluminium with dimensions of 1200*1200mm, glazed with glass in a thickness of 5mm, two bay fixed, and two bay sliding, supplied with fly

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			screen.
		Window(W-2)	Aluminium with dimensions 500*500mm, glazed with glass in a thickness of 5mm, casement opening, supplied with fly screen.
1.3.10		Channel	Galvanized Steel Plain Sheet press moulding Material: Painted steel
1.3.11		Post	Square steel tube, Material: Painted steel
1.3.12		Purline	C style steel Material: Painted steel
1.3.13		Roof truss	Gabled truss, Material: Painted steel
		Decoration and connection	Color steel sheet, 0.35mm thick
		Elevated ceiling	Ceiling of mineral wool acoustic panel in room and aluminium panel in bathroom and kitchen
		Burglar doors	Stainless steel round bar
1.3.14	Option	Decorative floor	PVC, laminated or ceramic tile
1.3.15		Drainage system	Provided plan, design and construction
1.3.16		Electric system	Provided plan, design and construction
1.3.17	Technical parameter	Bearing load	50kg/m <sup>2</sup> , can be adjusted according to climate
1.3.18		Wind pressure:	0.5KN/M <sup>2</sup> , can be adjusted according to climate
1.3.19		Fire proof	B2 grade
1.3.20		Resistant temperature	-25°C to 50°C
1.3.21		The resistant earthquake grade	7 fission activate.

**1.4 Health and safety**

The contractor shall comply with the health and safety requirements

A safety file will also be compulsory which must include

- 1.4.1 Medical certifications
- 1.4.2 Method Statement
- 1.4.3 Risk Assessments
- 1.4.4 All necessary medical equipment(First aid kit)

**1.5 Quality assurance requirements**

All works must be executed to the satisfaction of the client and must comply with the requirements of the National Building regulations, and relevant SABS specifications and codes and practices, the standards lay down by the NHBRC and where applicable the contractors/Fabrication team recommendations

The contractor is responsible for the quality control on the site and all works must comply to SANS 10400 and ISO 9001 quality standards.

**1.6 Programme Constraints**

The contractor must have the unit fabricated and delivered to site within 2 weeks of which the employer will award and allowance of 1 week to install is allowed for.

The works will be for a period 3 Weeks. That is the fabrication, delivery to site and the connection of the panels on site including service connection to the available points (Electrical, sewer and water).

**1.7 Completion, testing, commissioning and testing of defects**

The manager cannot certify the works complete until all works complete and connections done and is also free of defects.

**1.8 Drawing Ground Floor Plan**

**CONSTRUCTION DRAWING**

**TRANSNET FREIGHT RAIL**

RME RAIL

P.O. BOX 1048  
Johannesburg  
South Africa  
2000

**TRANSNET**

PROJECT No. C-3415031

DRAWING No. SH. 1 REV. 0

DRAWN: A. SAMBO

DESIGNED:

SACAP REG NO: AS SHOWN

SCALE: A3

APPROVAL SENIOR CONTRACT MANAGER:

**TRANSNET**

PROJECT No. C-3415031

DRAWING No. SH. 1 REV. 0

DRAWN: A. SAMBO

DESIGNED:

SACAP REG NO: AS SHOWN

SCALE: A3

APPROVAL SENIOR CONTRACT MANAGER:

**GROUND FLOOR PLAN**

**SCALE 1:100**

**FRONT ELEVATION**

**SCALE 1:100**

**SIDE ELEVATION**

**SCALE 1:100**

**REMARKS:**

1. OUTSIDE WALL IS 75mm COLOR STEEL POLYSTYRENE SANDWICH PANEL
2. INTERIOR WALL IS 75mm COLOR STEEL POLYSTYRENE SANDWICH PANEL
3. ROOF IS 75mm COLOR STEEL POLYSTYRENE SANDWICH PANEL

**DOOR & WINDOW SCHEDULE**

NO.	NAME	SITE (mm)	REMARK
D1	SIP DOOR	750mm x 2000mm	
W4	PVC SLIDING WINDOW	1200mm x 1200mm	
W12	PVC SLIDING WINDOW	400mm x 400mm	

**SCRAP YARD PROJECT:**

**MODULAR TYPE MESS AND ABLUTION WITH WEIGHBRIDGE OFFICE**

**FOR TRANSNET FREIGHT RAIL**

GENERAL ARRANGEMENT

SPECIFICATIONS FOR MODULAR UN

Quality Certificate: ISO 9001:2008  
 ISO Environment Certificate: ISO 14001:2004

Modular houses are custom made & series is a flexible modular houses. The size and layout can be design as per the detail information as follows.

No.	Item	Specification
1	Height	Not limited
2	Width	Not less than 1.2m
3	Specification	3000mm
4	Color finish	2000mm
5	Roof design	125mm insulation sandwich panel 0.25mm steel sheet roof. 150mm x 150mm x 150mm Ribs
6	Wall board	125mm insulation sandwich panel 0.25mm steel sheet roof. 150mm x 150mm x 150mm Ribs
7	Floor board	75mm plywood or sandwich panel, 0.25mm steel sheet roof. 150mm x 150mm x 150mm Ribs
8	Roof board	75mm plywood or sandwich panel, 0.25mm steel sheet roof. 150mm x 150mm x 150mm Ribs
9	Roof board	75mm plywood or sandwich panel, 0.25mm steel sheet roof. 150mm x 150mm x 150mm Ribs
10	Roof board	75mm plywood or sandwich panel, 0.25mm steel sheet roof. 150mm x 150mm x 150mm Ribs
11	Roof board	75mm plywood or sandwich panel, 0.25mm steel sheet roof. 150mm x 150mm x 150mm Ribs
12	Roof board	75mm plywood or sandwich panel, 0.25mm steel sheet roof. 150mm x 150mm x 150mm Ribs
13	Roof board	75mm plywood or sandwich panel, 0.25mm steel sheet roof. 150mm x 150mm x 150mm Ribs
14	Roof board	75mm plywood or sandwich panel, 0.25mm steel sheet roof. 150mm x 150mm x 150mm Ribs
15	Roof board	75mm plywood or sandwich panel, 0.25mm steel sheet roof. 150mm x 150mm x 150mm Ribs
16	Roof board	75mm plywood or sandwich panel, 0.25mm steel sheet roof. 150mm x 150mm x 150mm Ribs
17	Roof board	75mm plywood or sandwich panel, 0.25mm steel sheet roof. 150mm x 150mm x 150mm Ribs
18	Roof board	75mm plywood or sandwich panel, 0.25mm steel sheet roof. 150mm x 150mm x 150mm Ribs
19	Roof board	75mm plywood or sandwich panel, 0.25mm steel sheet roof. 150mm x 150mm x 150mm Ribs
20	Roof board	75mm plywood or sandwich panel, 0.25mm steel sheet roof. 150mm x 150mm x 150mm Ribs
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22	Roof board	75mm plywood or sandwich panel, 0.25mm steel sheet roof. 150mm x 150mm x 150mm Ribs
23	Roof board	75mm plywood or sandwich panel, 0.25mm steel sheet roof. 150mm x 150mm x 150mm Ribs
24	Roof board	75mm plywood or sandwich panel, 0.25mm steel sheet roof. 150mm x 150mm x 150mm Ribs
25	Roof board	75mm plywood or sandwich panel, 0.25mm steel sheet roof. 150mm x 150mm x 150mm Ribs
26	Roof board	75mm plywood or sandwich panel, 0.25mm steel sheet roof. 150mm x 150mm x 150mm Ribs
27	Roof board	75mm plywood or sandwich panel, 0.25mm steel sheet roof. 150mm x 150mm x 150mm Ribs
28	Roof board	75mm plywood or sandwich panel, 0.25mm steel sheet roof. 150mm x 150mm x 150mm Ribs
29	Roof board	75mm plywood or sandwich panel, 0.25mm steel sheet roof. 150mm x 150mm x 150mm Ribs
30	Roof board	75mm plywood or sandwich panel, 0.25mm steel sheet roof. 150mm x 150mm x 150mm Ribs



### ANNEXURE B: TECHNICAL SUBMISSION QUESTIONNAIRE

#### Previous /Current Relevant Experience

##### Note to tenderers:

Tenderers are required to demonstrate their experience in the supply and delivery of similar goods and to this end shall supply a sufficiently detailed reference list (minimum 2) with contact details of previous and /or existing customers. Must have supplied and erected similar Modular building successfully. The experience will be based on the number and size of Modular Building projects deliverables.

#### List of References

Name of Company	Contact Person & Contact details	Number of Modular Building supplied and erected	Size of Modular Building Supplied	Contract Period

## **ANNEXURE C: TECHNICAL SUBMISSION QUESTIONNAIRE**

### **1. DELIVERY LEAD TIME**

Note to tenderers

The Tenderer is required to demonstrate that he has sufficient current and future capacity to carry out the work as detailed in the RFQ and that he has capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

1) Supply, delivery and Installation of modular office and ablutions date of receipt of purchase order:

\_\_\_\_\_ Weeks.

ACCEPTED	YES	NO
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Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

**ANNEXURE D**

**TECHNICAL COMPLIANCE SHEET –RME CPT 427/2016**

**RFQ FOR THE SUPPLY, DELIVERY AND INSTALLATION OF MODULAR OFFICE AND ABLUTION**

The compliance response is to contain ONLY the following statements, **“Comply”, or “Do not comply”**.

Noted is to be applied against statements and either of the other responses for all other clauses. Where either “Partial Compliance” is inserted, remarks as to the reason for the deviation from the requirement is required

Main Specification: Annexure A		RME CPT 410/2016	
Item	Specification Clause No.	Compliance Response	Explanation / Deviation / Reason
1	Clause 1		
2	Clause 1.1		
3	Clause 1.2.1		
4	Clause 1.2.2		
5	Clause 1.2.3		
6	Clause 1.2.4		
7	Clause 1.2.5		
8	Clause 1.2.6		
9	Clause 1.2.7		
10	Clause 1.3		
11	Clause 1.3.1		
12	Clause 1.3.2		
13	Clause 1.3.3		
14	Clause 1.3.4		
15	Clause 1.3.5		
16	Clause 1.3.6		
17	Clause 1.3.7		

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18	Clause 1.3.8		
19	Clause 1.3.9		
20	Clause 1.3.10		
21	Clause 1.3.11		
22	Clause 1.3.12		
23	Clause 1.3.13		
24	Clause 1.3.14		
25	Clause 1.3.15		
26	Clause 1.3.16		
27	Clause 1.3.17		
28	Clause 1.3.18		
29	Clause 1.3.19		
30	Clause 1.3.20		
31	Clause 1.3.21		
32	Clause 1.4		
33	Clause 1.4.1		
34	Clause 1.4.2		
35	Clause 1.4.3		
36	Clause 1.4.4		
37	Clause 1.5		
38	Clause 1.6		
39	Clause 1.7		
40	Clause 1.8		

**Respondent's Signature**

**Date & Company Stamp**