



TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No CRAC-GMR-14391

**FOR THE PROVISION OF : DEVELOPMENT AND MAINTENANCE OF INTERFACING
INSTRUMENTATION FOR A PERIOD OF TWO YEARS**

**FOR DELIVERY TO : 1 HOUT STREET,
TRACK TESTING STATION
JEPPESTOWN**

ISSUE DATE : 17 JUNE 2014
BRIEFING SESSION : 01 JULY 2014 AT 09H00
CLOSING DATE : 08 JULY 2014 AT 10H00
OPTION/VALIDITY : 07 OCTOBER 2014

Section 1 NOTICE TO BIDDERS

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

1. If delivered by hand, the envelope is to be deposited in the Transnet tender box which is located at the main entrance of the 21 Wellington Road, Inyanda House 1, Park town, and should be addressed as follows: (see 3 below)
2. If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Transnet Acquisition Council and a signature obtained from that Office:
 - i. 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 required in paragraph above.
3. **METHOD:** [Hand delivered and/or courier] not later than 10H00
4. **CLOSING VENUE:**

THE SECRETARIAT
TRANSNET ACQUISITION COUNCIL
21 Wellington Road, Inyanda House 1
Park town
TENDER BOX

5. 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.

6. 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. Transnet will accordingly allow a "preference" to companies who provide a valid B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

a. B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that the following preference point system is applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included).
- Bidders are to note that if the 80/20 preference point system is stipulated in this RFP and all Bids received exceed R1 000 000.00, the RFQ must be cancelled.

The value of this bid is estimated to be below R1000 000 (all applicable taxes included) and therefore the **80/20** system shall be applicable.

When Transnet invites prospective suppliers to submit Proposals for its various expenditure programmes, it requires Respondents to have their B-BBEE status verified in compliance with the Codes of Good Practice issued in terms of the Broad Based Black Economic Empowerment Act No. 53 of 2003.

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 one year transitional period starting 11 October 2013. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

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 10 October 2014. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

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 RFO will result in a score of zero being allocated for B-BBEE.

[Refer clause 23 below for Returnable Documents required]

b. B-BBEE Improvement Plan

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 6 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. *[Refer to Annexure A for further instructions]*

Guidance Notes

> Note that for low value transactions, opportunities for B-BBEE Improvement are limited. Focus should be placed on longer term contracts.

7. Communication

- a) 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.

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

Name: Sarah Assegaai Email: sarah.assegaai@transnet.net

- c) Respondents may also, at any time after the closing date of the RFQ, communicate with Prudence Nkabinde. on any matter relating to its RFQ response:

Telephone 011 544 9486 Email prudence.nkabinde@transnet.net

8. Tax Clearance

The Respondent's original and valid Tax Clearance Certificate must accompany the Quotation. Note that no business shall be awarded to any Respondent whose tax matters have not been declared by SARS to be in order.

9. VAT Registration

The valid VAT registration number must be stated here: _____ *[if applicable].*

10. Legal Compliance

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

11. Changes to Quotations

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

12. Pricing

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

13. Prices Subject to Confirmation

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

14. Negotiations

Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents.

15. 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.

16. 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; 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; or make no award at all.

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

17. Transnet's supplier integrity pact

Transnet's Integrity Pact requires a commitment from suppliers and Transnet that they will not engage in any corrupt and fraudulent practices, anti-competitive practices; and act in bad faith towards each other. The Integrity Pact also serves to communicate Transnet's Gift Policy as well as the remedies available to Transnet where a Respondent contravenes any provision of the Integrity Pact.

Respondents are required to familiarise themselves with the contents of the Integrity Pact which is available on the Transnet Internet site [www.transnet.net/Tenders/Pages/default.aspx] or on request. Furthermore, Respondents are required to certify that they have acquainted themselves with all the documentation comprising the Transnet Integrity Pact and that they fully comply with all the terms and conditions stipulated in the Transnet Supplier Integrity Pact as follows:

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YES	NO

Should a Respondent need to declare previous transgressions or a serious breach of law in the preceding 5 years as required by Annexure A to the Integrity Pact, such declaration must accompany the Respondent's bid submission.

18. 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
Substantive responsiveness	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given. Comply with specification Clause by Clause.: <ul style="list-style-type: none"> • Development of maintenance of Track Technology Models incorporation: <ul style="list-style-type: none"> - Engineering algorithms and interpretation of data.

	<ul style="list-style-type: none"> - Data acquisition interface. - Data base interface. - Data reduction and analysis. - Development of platforms. - MS SQL server • Maintenance of software applications incorporating: <ul style="list-style-type: none"> - Installation and testing of applications, data base engine, interface hardware and software. • Training of Transnet Staff on how to use the equipment and software. • Provide proven track record of doing similar work. • Acceptance to travel to site. • Development of real-world interfaces: <ul style="list-style-type: none"> - Data acquisition systems. - Specialised dedicated computers. - Hand held devices. - Video imaging.
<p>Final weighted evaluation based on 80/20</p>	<ul style="list-style-type: none"> • Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical
<p>BBBEE</p>	<p>■ 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.</p>

19. Validity Period

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

This RFQ is valid until **07 OCTOBER 2014**.

20. Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

21. Company Registration

Registration number of company/ C.C.

¹ Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.

Registered name of company / C.C.

22. Disclosure of Prices Quoted

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

YES NO

23. Returnable Documents

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

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

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

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these Returnable Documents by so indicating [Yes or No] in the table below:

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
<ul style="list-style-type: none"> - Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero for preference 	
<ul style="list-style-type: none"> - Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference 	
<ul style="list-style-type: none"> - In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement 	
<ul style="list-style-type: none"> - Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party] 	
SECTION 2 : Quotation Form	
SECTION 3: Vendor Application Form	
<ul style="list-style-type: none"> • Original cancelled cheque or bank verification of banking details 	

Returnable Documents	Submitted [Yes or No]
<ul style="list-style-type: none"> • Certified copies of IDs of shareholder/directors/members [as applicable] 	
<ul style="list-style-type: none"> • Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC) 	
<ul style="list-style-type: none"> • Certified copies of the company's shareholding/director's portfolio 	
<ul style="list-style-type: none"> • Entity's letterhead 	
<ul style="list-style-type: none"> • Certified copy of VAT Registration Certificate [RSA entities only] 	
<ul style="list-style-type: none"> • Certified copy of valid Company Registration Certificate [if applicable] 	
SECTION 4: Briefing Session Certificate	
Financial Statements signed by your Accounting Officer or Audited Financial Statements for previous 3 years	
ANNEXURE A – B-BBEE Preference Points Claim Form	

b) In addition to the requirements of paragraph a) above, Respondents are further requested to submit with their Proposals the following **additional documents** as detailed below.

Please confirm submission of these additional documents by so indicating [Yes or No] in the table above:

Stages of the Evaluation methodology:

Stage 1.

Administrative Responsiveness Test

Stage 2

Substantive Responsiveness Test: Essential documents that must be attached to be able to progress to be competitively evaluated in stage 4

Stage 3

Prequalifying criteria/Functionality: Bidders must be able to obtain a maximum threshold of 100% to move into the competitive stage of Commercial and BBBEE

Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.

Comply with specification Clause by Clause Requirements:

- Development of maintenance of Track Technology Models incorporation:
 - Engineering algorithms and interpretation of data.
 - Data acquisition interface.
 - Data base interface.
 - Data reduction and analysis.
 - Development of platforms.
 - MS SQL server
- Maintenance of software applications incorporating:

- Installation and testing of applications, data base engine, interface hardware and software.
- Training of Transnet Staff on how to use the equipment and software.
- Provide proven track record of doing similar work.
- Acceptance to travel to site.
- Development of real-world interfaces:
 - Data acquisition systems.
 - Specialised dedicated computers.
 - Hand held devices.
 - Video imaging.

Stage 4

All Bidders who obtained the technical threshold of 100% will now be competitively evaluated in terms of price and preference point system.

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Section 2
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 Terms and Conditions for the Supply of Goods or Services to Transnet [available on request]; 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 REQUIREMENTS

TRANSNET FREIGHT RAIL LIMITED

CONTRACT SPECIFICATION

NATURE OF WORK : DEVELOPMENT AND MAINTENANCE OF MODELS AND INTERFACING OF INSTRUMENTATION.

LOCALITY **TRACK TESTING CENTRE,
HOUT STREET,
JEPPESTOWN**

DATE OF COMMENCEMENT OF AGREEMENT **2012**

DATE OF COMPLETION OF AGREEMENT **2014**

SPECIFICATION

1. The Contractor shall carry out the work in accordance with the attached Contract Specifications and in thorough and workmanlike manner. The final acceptance of the work rests with Transnet Freight Rail's Manager at the Track Testing Centre, Jeppestown.
2. The Contractor shall supply all necessary labour, tools, equipment and material.
3. Should Transnet Freight Rail provide or make available any material and/or equipment, the Contractor shall be responsible for the correct and economical transport, storage and usage thereof. The cost of any loss or damage to Transnet Freight Rail equipment other than normal wear and tear, and any uneconomical usage or loss of material provided by Transnet Freight Rail, will be recovered from the Contractor.
4. Transport cost would be a rate per km from the Contractors premises to Jeppestown.
5. The obligation to look after the contract work and everything connected there within shall rest solely with the Contractor who shall take all necessary precautions to protect the public, the property of the public and the property and personnel of Transnet Freight Rail and all other persons, from injury, and

to protect adjoining properties from trespass or damage during the progress of the work. In Contracts not exceeding R50 000.00 the Contractor shall also be liable to compensate any person who may suffer damages recoverable in law from the Contractor and/or from Transnet Freight Rail by reason of the said work, and hereby indemnifies Transnet Freight Rail Limited against any claims that may be made by any person whatsoever in respect of contracts in excess of R50 000.00 public liability insurance will be arranged by Transnet Freight Rail's cost. The insurance will be maintained for the duration of the contract, and until expiry of the maintenance period in the joint names of Transnet Freight Rail and the Contractor.

6. (a) The Contractor shall comply with the Workman's Compensation Act. 1941, and any amendment thereof

- (b) The Contractor undertakes to carry out its obligations in accordance with the Machinery and Occupational Safety Act, 1993 (Act 85 of 1993) and Regulations and to comply with all requirements of the Act. The Contractor also undertakes to comply with the Safety Rules of Transnet Freight Rail, as adopted from time to time. A copy of which can be obtained from the relevant project leader.
- (c) The Contractor shall at his own cost comply with the provisions of all such laws, Provincial Ordinances, Local Authority Bylaws and all relevant Regulations framed there under which are applicable to the work to be undertaken.
7. If the Contractor suffers delay or incurs extra expense as the result of delay on the part of Transnet Freight Rail in supplying such material as are to be provided by it, or from any other cause, the Contractor shall inform Transnet Freight Rail within 24 (twenty-four) hours of the commencement of the delay, and may, within 7 (seven) days after such delay has ended, apply in writing to Transnet Freight Rail for extra time and/or extra payment and Transnet Freight Rail shall after investigation grant such extension of time and/or authorise payment of such sum as is considered reasonably adequate to cover the delay or to compensate for the extra expense suffered by the Contractor. Transnet Freight Rail will grant such extension of time and/or authorise the payment of such sum as Transnet Freight Rail Ltd, in its sole discretion, considers adequate to cover the delay suffered or to compensate for extra expense incurred.
8. The Contractor shall not assign his obligations under the contract, nor sublet the contract work or any part thereof without the consent of the Manager. Breach of this condition will entitle Transnet Freight Rail to cancel the contract forthwith.
9. Any amount certified by the Manager as being recoverable from the Contractor in terms of any of the preceding clauses may, without prejudice to any other legal rights which Transnet Freight Rail may have, be deducted from any moneys due to the Contractor by Transnet Freight Rail whether under this contract or from any source whatsoever.
10. On completion of the work, the Contractor shall inform the Manager who will arrange a final inspection. If the work has been completed to his satisfaction, the Manager will issue a completion certificate and arrange payment of all moneys due to the Contractor by Transnet Freight Rail.
11. Transnet Freight Rail may order alterations, extras, additions to or omissions from the Works. The Contractor shall carry out or give effect to such orders from Transnet Freight Rail. The rates for such work shall be agreed between the Contractor and Transnet Freight Rail and where possible rates quoted in the schedule of quantities shall form the basis, as far as may be reasonable, of such agreement.

12. This agreement is for the interfacing of equipment and the maintenance and development of new models detailed hereunder and shall operate for a period of 2 years.

13. The agreement include:

- development of maintenance of Track Technology models incorporation:
 - Engineering algorithms and Interpretation of data
 - Data acquisition interface
 - Date base interface
 - Data reduction and analysis
 - Development of platforms
 - MS SQL server
- Maintenance of software applications Incorporating:
 - Installation and testing of applications, database engine, interface hardware and software
- Development of real-world interfaces:
 - Data acquisition systems
 - Specialized dedicated computers
 - Hand held devices
 - Video imaging
 - Training of Transnet staff on how to use the equipment and software.
 - Travel to site

14. Contractor hereby undertakes to maintain a qualified and competent staff of technicians who shall service the models, as specified below. The Contractor shall make all necessary changes and test the program on real data. Changes must be done in a reasonable time, agreed upon between the contractor and the Transnet Freight Rail representative.

TYPE OF EQUIPMENT/ SERVICE	RATE PER ITEM	
	Year 1	Year 2
MAINTENANCE OF MODELS	R _____ per Hour	R _____ per Hour
DEVELOPMENTS ON NEW MODELS	R _____ per Hour	R _____ per Hour
INTERFACING OF INSTRUMENTATION AND SOFTWARE	R _____ per Hour	R _____ per Hour
TRAINING	R _____ per Hour	R _____ per Hour
TRAVEL RATE PER KM	R _____ per km	R _____ per km

15. The conditions of this Agreement do not include the cost of new parts. Extra time needed for replacement of parts will be charged for as per paragraph 13.

16. When the conditions specified in paragraph 13 and/or 14 apply and the expected extra cost exceeds the amount of R 40 000,00 the Contractor will inform Transnet Freight Rail by letter of the anticipated cost and wait for written authorisation to proceed with the repair work.
17. Payment for the service of equipment shall be made as per agreement after receipt of accounts supported by certificates, certified by an authorised officer in the employ of Transnet Freight Rail to the effect that the service of the equipment was carried out and/or parts fitted.
18. The contractor will be held responsible for all equipment under repair in their workshops. Any lost or stolen equipment shall be replaced by the contractor.
19. The contractor must provide proof that:
 - they have worked on systems with similar complexity for the last 2 years.
 - they have the skills, knowledge and technical backup to provide the services mentioned above.

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Price Schedule

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

Item No	Description of Goods /Services	Rate per Hour/Km (Year 1)	Rate per hour/km (Year 2)	Total Price (ZAR)
1	Development of maintenance of Track Technology Models Incorporating: <ul style="list-style-type: none"> - Engineering algorithms and interpretation of data. - Data acquisition interface. - Data base interface. - Data reduction and analysis. - Development of platforms. - MS SQL server. 	R	R	R
2	Maintenance of software applications incorporating: <ul style="list-style-type: none"> - Installation and testing of applications, database engine, interface hardware and software. 	R	R	R
3	Training of Transnet staff on to use the equipment and the software.	R	R	R
4	Proven track record of doing similar work.			
5	Travel to site	R	R	R
6	Development of real-world interfaces: <ul style="list-style-type: none"> - Data acquisition system. - Specialised dedicated computers. - Hand held devices. - Video imaging. 	R	R	R
Value excluding V.A.T.		R	R	R
V.A.T		R	R	R
Total Value R		R	R	R

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.
- c) 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.

DEVELOPMENT AND MAINTENANCE OF MODELS AND INTERFACING OF INSTRUMENTATION FOR A PERIOD OF TWO YEARS

CLAUSE BY CLAUSE COMPLIANCE SCHEDULE.

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.

Clause	Compliance response	Explanation / Deviation / Reason
1.		
2.		
3.		
4.		
5.		
6.(a)		
6.(b)		
6.(c)		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
13.1.(i)		
13.1.(ii)		
13.1.(iii)		
13.1.(iv)		
13.1.(v)		
13.1.(vi)		
13.2.(i)		
13.3.(i)		
13.3.(ii)		
13.3.(iii)		
13.3.(iv)		
13.4.		
13.5.		
14.		
15.		
16.		
17.		
18.		

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19.(i)		
19.(ii)		

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Section 3
VENDOR APPLICATION 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. A letter on the company's letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate
7. **Certified copy** of VAT Registration Certificate
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
9. **Certified copy** of valid company Registration Certificate [if applicable]

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Vendor Application Form

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	
VAT number [if registered]							
Company telephone number							
Company fax number							
Company email address							
Company website address							
Bank name				Branch & Branch code			
Account holder				Bank account number			
Postal address							

		Code	
Physical Address			
		Code	
Contact person			
Designation			
Telephone			
Email			
Annual turnover range [last financial year]	< R5 m	R5 - 35 m	> R35 m
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 services [e.g. Stations w/Consulting]			

Complete B-BBEE Ownership Details:

% Black ownership	% Black women ownership	% Disabled Black ownership	% Youth ownership
Does your entity have a B-BBEE certificate		Yes	No
What is your B-BBEE status [Level 1 to 9 / Unknown]			
How many personnel does the entity employ		Permanent	Part time

If you are an existing Vendor with Transnet please complete the following:

Transnet contact person	
Contact number	
Transnet Operating Division	

Duly authorised to sign for and on behalf of Company / Organisation:

Name		Designation	
Signature		Date	

Section 4
VENDOR APPLICATION FORM

Information Session

10. RFQ SITE MEETING

A COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING VENUE:

Venue : NO. 1 HOUT STREET, GEORGE GOCH
Time : 09H00
Date : 01 July 2014

The site meeting is compulsory and companies not attending **will be overlooked** during the tender awarding process.

Contact people on site: Josie Meyer (083 287 0369) or Manie Ludick 083 275 9744

10.1 ATTENDANCE CERTIFICATE

This is to certify that

Representatives of

Has/have today attended the Tender briefing in respect of the proposed:

.....

TRANSNET'S REPRESENTATIVE TENDERER'S REPRESENTATIVE

DATE :

VERY IMPORTANT

ANY TENDERER NOT ATTENDING THE INFORMATION MEETING **WILL AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDING PROCESS**

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 only. In addition to points based on B-BBEE status level of contribution, additional preference points will be allocated for Further Recognition Criteria [FRC]. The bidder's claim for preference points in respect of its compliance targets for FRC will be evaluated in accordance with the FRC table incorporated in the RFP documents.

1. INTRODUCTION

1.1 A total of 20 preference points shall be awarded as follows:

	POINTS
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
FURTHER RECOGNITION CRITERIA [FRC] (CURRENT)	10
Total points for B-BBEE and FRC shall not exceed	20

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 in terms of 4.2 and 4.3 below together with the bid will result in the bid being scored zero for B-BBEE.

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 "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;
- 2.7 "contract" means the agreement that results from the acceptance of a bid by Transnet;
- 2.8 "control" means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business;
- 2.9 "EME" means any enterprise with an annual total revenue of R5 (five) million or less;
- 2.10 "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;
- 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 **"person"** includes reference to a juristic person;
- 2.13 **"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;
- 2.14 **"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;
- 2.15 **"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
- 2.16 **"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 will be awarded the contract, unless there are objective criteria which justify the award to a bidder other than the highest bidder.
- 3.2 Points scored will be rounded off to 2 (two) decimal places.
- 3.3 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.
- 3.4 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.
- 3.5 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 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 10]
1	10
2	9
3	8
4	6
5	4
6	3
7	2
8	1
Non-compliant contributor	0

Note: Refer to Section 1 of the RFQ document for further information in terms of B-BBEE ratings.

- 4.2 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.
- 4.3 Sufficient evidence of qualification as an EME is an auditor's certificate (auditors need not meet the prerequisite for Independent Regulatory Board of Auditors ("IRBA") approval to provide B-BBEE assurance services for the purpose of conducting verification and issuing EME B-BBEE certificates), a certificate issued by an accounting officer as contemplated in the Closed Corporations Act 69 of 1984, or a certificate issued by a Verification Agency accredited by SANAS.
- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 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.

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 10)

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 in terms of 4.2 and 4.3 above.

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

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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 6 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.

<p>.....</p> <p>SIGNATURE(S) OF BIDDER(S)</p>
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2.

COMPANY NAME:

ADDRESS:.....

.....

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