



TRANSET FREIGHT RAIL , a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[Hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No CRAC-HGR-18159

**FOR THE SUPPLY AND DELIVERY OF FENCING MATERIAL FOR HEIDELBERG
INFRASTRUCTURE MAINTENANCE DEPOT.**

CONTACT PERSON : SIPHO MWEBU 016 340 7227/083 925 2406
ISSUE DATE : 30 JUNE 2015
CLOSING DATE : 14 JULY 2015
CLOSING TIME : 10:00
OPTION DATE : 20 NOVEMBER 2015

**ON CLOSING DATE PLEASE SUBMIT TWO (2) DOCUMENTS ORIGINAL &
COPY IN ONE ENVELOPE IT MUST BE INSCRIBED ON THE OUTSIDE
WITH THE TENDER NUMBER AND THE CLOSING DATE.**



SECTION 1

FOR THE SUPPLY AND DELIVERY OF FENCING MATERIAL FOR HEIDELBERG INFRASTRUCTURE MAINTENANCE DEPOT.

NOTICE TO BIDDERS

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

METHOD: [post and/or courier]
CLOSING VENUE: The Secretary, Transnet Freight Rail, Acquisition Council, Tender Box on the Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown

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 less than R1 000 000 (all applicable taxes included); and therefore the 20/20 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.

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.

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: Jabulile Malindi
Email: Jabulile.Malindi@transnet.net
Telephone: 011 584 1071



Respondents may also, at any time after the closing date of the RFQ, communicate with the Secretariat of the Transnet Acquisition Council on any matter relating to its RFQ response:

Telephone 011 544 9486

Email: Prudence.Nkabinde@transnet.net

4 Legal Compliance

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

5 Changes to Quotations

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

6 Pricing

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

7 Prices Subject to Confirmation

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

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.

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RFQ for the Supply and Delivery of Fencing Material for Heidelberg Infrastructure Maintenance Depot.



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 Specification/Scope of Work

Description: FOR THE SUPPLY AND DELIVERY OF FENCING MATERIAL FOR HEIDELBERG INFRASTRUCTURE MAINTENANCE DEPOT.

<p>Transnet urges its clients, suppliers and the general public to report any fraud or corruption to TIP-OFFS ANONYMOUS: 0800 003 056</p>
<p>FOR THE SUPPLY AND DELIVERY OF FENCING MATERIAL FOR HEIDELBERG INFRASTRUCTURE MAINTENANCE DEPOT. CLOSING VENUE: Tender Box, ground floor, Inyanda House 1, 21 Wellington Road, Parktown CLOSING DATE & TIME: 14 July 2015 AT 10:00 VALIDITY PERIOD: 20 November 2015</p>

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SECTION 2

EVALUATION CRITERIA AND RETURNABLE DOCUMENTS

11 Validity Period

Transnet desires a validity period of 90 [Ninety] Business Days from the closing date of this RFQ. This RFQ is valid until 20 November 2015.

12 Disclosure of Prices Quoted

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

YES NO

13 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:

14 Evaluation Criteria

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

Phase 1: Administrative responsiveness - Completeness of response and returnable Documents:-

- Letter of Good Standing.

Substantive Responsiveness Test (Mandatory Documents):-

- Completion of Schedule of Quantities
- Quotation form must be fully completed

Phase 2: Pre-qualification (functionality)

- Compliance to specification 100%
- Pricing

Bidders must obtain minimum threshold of 100% on functionality in order for them to go for Pricing and BEE Stage. Bidders who failed to obtain 100% on Functionality will automatically be disqualified.

RFQ for the Supply and Delivery of Fencing Material for Heidelberg Infrastructure Maintenance Depot.

**Phase 3: COMMERCIAL (80/20 in respect of price and preference claimed points)**

Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 3 : Quotation Form/ Pricing	
SECTION 4: Price Schedule	

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.

Essential Returnable Documents	Submitted [Yes or No]
SECTION 5 : RFQ Declaration and Breach of Law Form	
<ul style="list-style-type: none"> - 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 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.

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.



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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SECTION 4

Price Schedule

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

SCHEDULE OF QUANTITIES AND PRICING

Item No	Description of Goods /Services	Unit of Measure	Unit Price (ZAR)	Total Price (ZAR)
1	SUPPLY AND DELIVERY OF FENCING MATERIAL FOR HEIDELBERG INFRASTRUCTURE MAINTENANCE DEPOT.			

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TRANSNET FREIGHT RAIL
(A division of Transnet Ltd.)

SUPPLY OF FENCING MATERIAL TO KEEP LIVESTOCK AWAY FROM RAILWAY
LINE

CONTENTS

PART A	:	PROJECT SPECIFICATIONS
PART B	:	SCHEDULE OF QUANTITIES

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TRANSNET FREIGHT RAIL
(A division of Transnet Ltd.)

SUPPLY OF FENCING MATERIAL TO KEEP LIVESTOCK AWAY FROM RAILWAY
LINE

PART A: PROJECT SPECIFICATION

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A.1 SCOPE OF WORK

A.1.1 NATURE OF WORK

This specification covers supply of fencing material to restrict livestock from accessing Transnet lines at the section from Rooikop to Glencoe maintained by Heidelberg Infrastructure Maintenance Depot

A.2 DEFINITIONS AND INTERPRETATION

Transnet Freight Rail means the party for whom the Works are to be executed, which is a business unit of Transnet Limited.

Contractor means the person, firm or company whose tender has been accepted by or on behalf of the employer

Supervisor means the person appointed by the Contractor to oversee the completion of the works on site.

Contract means the General Conditions of Contract, Special Conditions of Contract (if any), Specifications, Drawings, Priced Schedule of Quantities, Schedule of Rates and Prices (if any), Tender, Contract Agreement and any other Special Documentation that are specified for inclusion.

Works means the Works to be executed in accordance with the contract.

A.3 SUFFICIENCY OF TENDER:

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender of the Works and of the rates and prices (if any) which rates and prices shall cover all his obligations under the contract and all matters and things necessary for the proper completion and (where specified) maintenance of the Works.

TRANSPORTATION OF MATERIAL TO SITE (which Heidelberg Depot)

All material should be delivered to site 7 days after the contractor has been awarded the tender

The contractor shall supply transport and labour for loading and offloading of material.

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A.5 WORK TO BE TO THE SATISFACTION OF TRANSNET FREIGHT RAIL'S RESPONSIBLE PERSON

Save in so far that it is legally or physically possible; the Contractor shall execute, complete and maintain the Works in strict accordance with the contract to the satisfaction of the Transnet Freight Rail's responsible person and shall comply with the Transnet freight Rail's responsible person's instructions. The Contractor shall take instructions and directions only from Transnet Freight Rail's responsible person.

A.6 COMPLIANCE WITH STATUTES AND SAFETY RULES

A.6.1 The Contractor shall comply with all applicable legislation and Transnet safety rules which shall be entirely at his own cost, and which shall be deemed to have been allowed for in the rates and prices in the Contract.

A.7 INDEMNITIES AND INSURANCE

A.7.1 The Contractor shall take every precaution not to cause damage to property or injury to any person as a result of his execution of the work.

A.7.2 The Contractor shall insure against loss of or damage to his own machinery, tools, equipment, materials and site establishments and any consequential financial losses arising from such damage. This insurance is to be maintained in force during the entire period of the Contract.

A.8 MEASUREMENT AND PAYMENT

A.8.1 No escalation will be accounted for and provision must be made for it in the tendered rates.

A.8.2 The amounts tendered in the Schedule of Prices shall include for all labour, plant, materials and equipment of whatever nature required to provide, construct or undertake the specified items.

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TRANSNET FREIGHT RAIL
(A division of Transnet Ltd.)

SUPPLY OF FENCING MATERIAL TO KEEP LIVESTOCK AWAY FROM RAILWAY LINE

PART B : SOQ

CONTENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	Unit Price
1.	2.5mm x 540mm x 50kg double stranded galvanised barbed wire	111	Roll	
2.	1800mm Y steel poles	1000	Each	
3.	1400mm steel droppers	4000	Each	
4.	50kg x 1.6mm binding wire	2	Roll	
5.	1.8m x 101mm corner posts	25	Each	
6.	1.8m x 50mm stays	25	Each	
7.	1.2m x 5m farm gate	6	Each	
8.	Overheads (i.e. transportation of material to site, labour for loading and offloading, etc.)	N/A	N/A	

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COMPANY INFORMATION

STATEMENT OF WORK (S) SUCCESSFULLY CARRIED OUT BY THE TENDERER:

- Tenderers are to advise which other companies have they successfully provided or are currently providing similar services.

Service Description	For whom done	Period	Contact person and Telephone or Cell number

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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: _____



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 by _____ on this _____ day of _____ 20__

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