



TRANSNET FREIGHT RAIL, a division of TRANSNET

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No: ERAS RC 20866 FM578

**FOR THE PROVISION OF: INFRA-RED SCANNING FOR TWO MONTHS BETWEEN
EMERLO AND RICHARDS BAY**

FOR DELIVERY TO: BETWEEN RICHARDS BAY AND EMERLO

ISSUE DATE: 2016 FEBRUARY 02nd TO 2016 FEBRUARY 15th

CLOSING DATE: 2016 FEBRUARY 16th

CLOSING TIME: 10:00AM

Section 1**NOTICE TO BIDDERS**

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

METHOD:

FAX / TENDER BOX

CLOSING VENUE:

TRANSNET FREIGHT RAIL,
THE CHAIRMAN OF ACQUISITION COUNCIL
GROUND FLOOR, INYANDA HOUSE
21 WELLINGTON ROAD
PARKTOWN, JOHANNESBURG, 2001

FAX NO: 011 774 9129 / 011 774 9186

CONFIRM THE RECEIPT OF ALL QUOTES WITH THULI AT 011 544 9197

1 Responses to RFQ

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

2 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. As described in more detail in the attached B-BBEE Claim Form Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

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

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

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

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: FRANS MOSHOEU

Email: FRANS.MOSHOEU@TRANSNET.NET

Telephone: 035 906 7189

Respondents may also, at any time after the closing date of the RFQ, communicate with the Regional Supply Chain Manager, Lizelle Smith on any matter relating to its RFQ response:

Telephone: 035 906 7305

Email: lizelle.smith@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.

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.

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

TIP-OFFS ANONYMOUS : 0800 003 056

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RFQ for the provision of infra-red scanning for two months between Richards bay and Ermelo

Returnable Document**METHOD:**

FAX / TENDER BOX

CLOSING VENUE:

TRANSNET FREIGHT RAIL,
THE CHAIRMAN OF ACQUISITION COUNCIL
GROUND FLOOR, INYANDA HOUSE
21 WELLINGTON ROAD
PARKTOWN, JOHANNESBURG, 2001

FAX NO: 011 774 9129 / 011 774 9186

CONFIRM THE RECEIPT OF ALL QUOTES WITH THULI AT 011 544 9497

VALIDITY PERIOD: 90 (Ninety) Business Days

SECTION 2 EVALUATION CRITERIA AND RETURNABLE DOCUMENTS

1 Evaluation Criteria

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

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. • Level 3 Thermography Certificate on OHTE must be submitted by the supplier and failure to submit the certificate will lead to disqualification.
Functionality Threshold	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 threshold with a prescribed percentage threshold of 75%. Health and Safety plan, previous experience in Railway Environment and relevant qualifications and staff will be considered as part of the technical evaluation[complete Annexure B – Technical Questionnaire]
Final weighted evaluation based on 80/20 preference point	• Pricing and price basis [firm] • 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.

Respondent's Signature

Date & Company Stamp

RFQ for the provision of infra-red scanning for two months between Richards bay and Ermelo

Returnable Document**2 Validity Period**Transnet desires a validity period of **90 [Ninety] Business Days** from the closing date of this RFQ.

This RFQ is valid until _____.

3 Disclosure of Prices Quoted

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

YES ☐ NO ☐**4 Returnable Documents**

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

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

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

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

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

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 3 : Quotation Form	
ANNEXURE B: Technical Questionnaire with supporting documents	
Valid Level 3 Thermography Certificate on OHTE	

- 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 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Form	
- Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	

Respondent's Signature

Date & Company Stamp

Returnable Document

Essential Returnable Documents		Submitted [Yes or No]
-	Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE A – B-BBEE Preference Points Claim Form		
ANNEXURE C– Specification		

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [the Agreement] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

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Returnable Document**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 Quotation and/or having to accept any less favourable offer.

Price Schedule

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

NO	DESCRIPTION	UNIT	ESTIMATED QTY	RATE	TOTAL
1	Scanning and compilation of exception reports	KM	1720		
2	Accommodation	Days	4		
3	Travelling	KM			
4	Train cancellation by Transnet Freight Rail	Per Cancellation	6		
5	Waiting time for train	Hours	14		
6	Other: Specify				
TOTAL					

Respondent's Signature _____

Date & Company Stamp _____

Returnable Document

Level 3 Thermography Certificate on OHTE must be submitted by the supplier and failure to submit the certificate will lead to disqualification.

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) All items on the Pricing Schedule should be priced; if not it will result in a bid being disqualified.
- Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

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. The following documents all of which are available on Transnet's website or upon request:

- 1.1. General Bid Conditions
- 1.2. Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
- 1.3. Supplier Integrity Pact;
- 1.4. 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.

Respondent's Signature

Date & Company Stamp

Returnable Document

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

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Respondent's Signature

Date & Company Stamp

Returnable Document

SECTION 4

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 level 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: _____

Respondent's Signature

Date & Company Stamp

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]

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

Respondent's Signature

Date & Company Stamp

RFQ FOR THE PROVISION OF INFRA RED SCANNING BETWEEN EMERLO AND RICHARDS BAY

ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM

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

Contribution.

1. INTRODUCTION

- 1.1 A total of 20 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] or an Accounting Officer as contemplated in the Close Corporation Act [CCA] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2. GENERAL DEFINITIONS

- 2.1 "all applicable taxes" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "B-BBEE status of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "Bid" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 "consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;

Respondent's Signature

Date & Company Stamp

- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"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.

Respondent's Signature

Date & Company Stamp

- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

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

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]
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 of R10 million or less and the entity's level of black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 In terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, Bidders who qualify as QSEs are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.6 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.7 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Respondent's Signature

Date & Company Stamp

- 4.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.9 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.10 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.11 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

5. B-BBEE STATUS AND SUBCONTRACTING

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

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

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.9 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:**

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

If YES, indicate:

- (i) What percentage of the contract will be subcontracted?%
- (ii) The name of the subcontractor%
- (iii) The B-BBEE status level of the subcontractor%
- (iv) Is the subcontractor an EME? YES/NO

- 5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]

☐ Partnership/Joint Venture/Consortium

Respondent's Signature

Date & Company Stamp

- ☐ One person business/sole propriety
- ☐ Close Corporations
- ☐ Company (Pty) Ltd

(v) Describe Principal Business Activities

(vi) Company Classification [TICK APPLICABLE BOX]

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Service Provider
- ☐ Other Service Providers, e.g Transporter, etc

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

BID DECLARATION

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

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
- (e) forward the matter for criminal prosecution.

Respondent's Signature

Date & Company Stamp

WITNESSES:

1.
2.

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME:

ADDRESS:.....

"PREVIEW COPY ONLY"

RFQ for the provision of infra-red scanning for two months between Richards bay and Emerlo

ANNEXURE B - PROVISION OF INFRA-RED SCANNING FOR TWO MONTHS BETWEEN RICHARDS BAY AND EMERLO

1. TECHNICAL SCORING SCALE

Quality criteria	Sub-criteria
Relevant Qualifications and Staff	• Submit a comprehensive file with adequate staff ,qualifications and organogram
	• Submit a file containing latest/valid level 3 thermography certificate on OHTE
Health and Safety Plan	• Submit a comprehensive safety and quality plan
Previous Experience in Railway Environment	• Relevance of experience on in railway environment(projects specific)
	• Relevance of experience on in railway environment(Overall experience)

RFQ for the provision of infra-red scanning for two months between Richards bay and Emerio

2. TECHNICAL QUESTIONNAIRE

QUALITY CRITERIA	SUB-CRITERIA	Yes Tick (Submit Proof)	No Tick
1			
Relevant Qualifications and Staff	Submit a comprehensive file with adequate staff ,qualifications and organogram		
2			
Health and Safety Plan	- Submit Safety File Index - Submit Safety Work Method Statement and Risk Assessment (Project Specific) - Submit Valid letter of good standing with Insurance Body - Submit SHE Management System - Submit Safe Working Procedure and Safe Operating Procedure for Equipment (Project Specific)		
3			
Previous Experience in Railway Environment	- Submit Proof of Relevance of experience on in railway environment as a company (projects specific), indicate the number of years - Submit Proof of Relevant experience on in railway environment, of qualified staff involved in project specific projects, indicate the number of years		

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INFRASTRUCTURE

ANNEXURE C - PROJECT SPECIFICATION

PROJECT SPECIFICATION FOR INFRARED THERMOGRAPHIC SCANNING OF OVERHEAD TRACK EQUIPMENT.

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1. SCOPE

- 1.1 This project specification covers Transnet Freight Rail's requirements for infrared thermographic scanning of railway electrification equipment, processing of data and the presentation of results for the purpose of preventative maintenance on 25 KV AC overhead track equipment of Transnet Freight Rail under the control of Depot Engineer Richards Bay and Vryheid.

2. STANDARDS

Item no.	Specification no.	Description
2.1	E4E (August 2006)	Safety arrangements and procedures in compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations
2.2	BBD5814	Specification for Infrared Thermographic Scanning of Overhead Track Equipment
2.3	E7/1	Specification for Works On-, Over-, Under- or Adjacent to Railway Lines and Near High Voltage Equipment

3. DESCRIPTION OF WORK

- 3.1 The Working Area shall be the overhead track equipment owned and maintained by Transnet Freight Rail at any Work location within the borders of the Depot Engineer Managers Richards Bay and Vryheid.
- 3.2 The estimated total distance of overhead lines to be scanned is **860 km**. The overhead lines will be scanned during the night. It is expected between 50 km and 200 km an average of five hours can be scanned per night. Transnet Freight Rail does not guarantee the estimated km scanned will be achieved on the night. The depot will, therefore determine the section to be scanned per night to suit their needs.
- 3.3 The Supervisor will determine the Working Areas where the scanning of the overhead track equipment shall be done, and shall instruct the Contractor regarding the priorities and programme for performance of the Work with regular updates.
- 3.4 The Contractor shall perform the following within Transnet Freight Rail's territories on the Coal line and according to the scope of work:
- 3.4.1 Mount and dismount under supervision, the infrared camera onto- or from the stationary locomotive.
- 3.4.2 Perform the job only during the night.
- 3.4.3 The Contractor shall test his/her equipment prior to starting a scanning trip.
- 3.4.4 The Contractor shall set the infrared camera to clearly view the conductors and or track switches to be scanned.
- 3.4.5 The Contractor shall record the exception events and GPS co-ordinates continuously.

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- 3.4.6 After every scan, the Contractor shall label the recordings according to the depot name and section scanned.
- 3.4.7 The Contractor shall sign the site diary and site instruction book an every scanning trip.

4. CONTRACTUAL OBLIGATIONS

- 4.1 Over and above the conditions mentioned in the general conditions of contract, the Contractor shall also be responsible for the conditions mentioned hereunder.
- 4.1.1 The Contractor shall take full responsibility for and shall warrant the suitability and operational compliance of the equipment provided by him for performing the work in accordance with the contract specifications.
- 4.1.2 The Contractor shall be competent to perform the work required in terms of the contract and shall warrant the competence of persons appointed by him to perform the work.
- 4.1.3 The Contractor shall perform all the duties and functions required in terms of the contract and shall comply with all reasonable instructions and directions of the Supervisor. This is duly authorised deputy in respect of performing the contract work and compliance with Transnet Freight Rail's health and safety requirements.
- 4.1.4 The Contractor shall not make use of any sub-contractor to perform the works or parts thereof without prior permission from the Project Manager or Supervisor.
- 4.1.5 The Contractor shall supply a site diary (triplicate copies). This book shall be used to record daily happening such as identifying the sections scanned, and any unusual events during the period of the work. Any delays to the work shall also be recorded, such as delays caused by poor weather conditions, delays caused by scanning being cancelled, etc. The appointed Project Manager or Supervisor must be informed and such delays must be countersigned by the Transnet Freight Rail depot personnel accompanying the scan.
- 4.1.6 The Contractor shall supply a site instruction book (triplicate copies). This book shall be used to record any instructions to the Contractor regarding problems encountered on site – for example the quality of work or the placement of equipment. This book shall be filled in by the Project Manager, Supervisor or Supervisor deputy and must be countersigned by the Contractor.
- 4.1.7 Both books mentioned above shall be the property of Transnet Freight Rail and shall be handed over to the Project Manager or Supervisor on the very last day of submitting payment for work done.
- 4.1.8 Should a planned equipment scan be cancelled at short notice (less than 12 hours) through no fault of the Contractor, the Contractor may claim compensation for his staff at the agreed rate in the schedule of quantities and prices.
- 4.1.9 The Contractor is responsible for transport of his staff and equipment between centres/infra-areas.

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4.1.10 All post-processed reports shall be submitted to the Supervisor within two weeks after a successful scan within a depot's boundaries. This may exclude sections that have to be rescanned for whatever reason, and which were done later or will still be done. Failure to comply with this clause will result in a 2.5% penalty per day calculated on the normal payment for sections represented in the delayed report.

4.1.11 Payment for reports shall be made after the information is verified. Transnet Freight Rail will, prior to payment but within ten calendar days from receiving the reports, perform verification of the physical defect locations and of data format purity. Should quality shortcomings be identified, the Contractor will be expected to redo the post processing where after the Transnet Freight Rail will repeat the verification process. If there is no improvement, the non-performance clause, which forms part of the general conditions of contract shall govern/enforced.

5. INSTALLATION

5.1 The Contractor shall design clamps and fasteners that will fit to all Transnet Freight Rail's locomotive consist. The design shall be such as to facilitate the equipment to be quickly and securely attached near "LIVE" equipment while stationery in a yard or station area, and in compliance with Transnet Freight Rail's safety requirements.

5.2 No drilling or other method shall be used which cause damage to the locomotive.

5.3 The Contractor shall, under supervision, be responsible for mounting, connecting his/her equipment in such a way that the wires are not preventing the staff free movement and dismantling of the equipment from the locomotive.

6. WORK TO BE DONE BY TRANSNET FREIGHT RAIL

6.1 Transnet Freight Rail shall, subject to its access control, security and safety arrangements; provide to the Contractor such access as is required to perform the works.

6.2 Transnet Freight Rail will provide transport for the Contractor's staff between the point of rendezvous as agreed and the point of arrival or departure of the train within a maximum range of 20km.

6.3 Transnet Freight Rail's Electrical Officer shall be available to co-ordinate the Contractor's performance of the work and to supervise the Contractor performing work in close proximity to "LIVE" overhead electrical equipment, such as mounting or detaching the equipment onto- or from a locomotive.

6.4 The Supervisor or his deputy shall determine on which train and/or locomotive the infrared scanning equipment shall be mounted in order to optimise, as far as possible, the scanning time. He shall advise the Contractor seven (7) calendar days in advance of the section, time and rendezvous for accompanying the Contractor to the locomotive.

6.5 The Supervisor or his deputy shall do verification audits on each report, before making payments and dispatching reports to respective depots.

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- 6.6 The Supervisor or his deputy accompanying the Contractor shall monitor and record all scanning operations and certify payment therefore in accordance with the contract.
- 6.7 The Supervisor or his deputy shall ensure that parties involved in making payments sign the site diary and instruction book accordingly.
- 6.8 Transnet authorization Category-C is required of any person who works on electrification equipment near (within 3-m of) "live" equipment. A Category-C authority certificate is issued on the successful completion of a training module and written test to persons who are working near "LIVE" equipments. The training module is presented over four days.

7. TENDERING PROCEDURE

- 7.1 The term of the Contract shall be two (2) months and the scanning shall be done once a month. Notwithstanding the conditions mentioned in the general conditions of contract, the price shall hold firm for the term of the contract and escalation shall only be applicable should Transnet exercise its option to extend the contract for further months.
- 7.2 Where equipment offered does not comply with standards or publications referred to in the specification, Tenderers shall state which standards apply and submit a copy in English or certified translation.
- 7.3 Tenderers shall submit equipment type test certificates as specified with the Tender. These shall be in English or certified translation.
- 7.4 The quantities in the Schedule of Prices and Quantities are estimated and may be more or less than stated.
- 7.5 The Schedule of Prices makes provision for tenderers to quote the following unit prices:-
- 7.5.1 A rate per km to scan overhead track equipment. This rate shall include the cost of all reports compiled per section.
- 7.5.2 A rate per hour for overtime. This rate shall cover the cost of all personnel.
- 7.5.3 A rate per hour for Sunday time. This rate shall cover the cost of all personnel.
- 7.5.4 A rate per hour for work on public holidays. This rate shall cover the cost of all personnel.
- 7.5.5 A rate per for accommodation. This rate shall cover all costs of accommodation associated expenses for the Contractor's personnel while away from their headquarters.
- 7.5.6 A rate per kilometre for travelling. This rate shall cover the costs per kilometre travelled by the Contractor's personnel between the Contractor's headquarters and the departure site in an Infrastructure Area. The Transnet Freight Rail railway network Coal line is divided into "Infrastructure Maintenance Depots" and work places/route lengths are designated with reference to the Infrastructure Maintenance Depot where work is to be performed. (See annexure 2 for details of the Infrastructure Areas.)
- 7.5.7 A rate per day to compensate the Contractor for cancellation of trains at short notice.

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- 7.5.8 A rate per hour for waiting for trains will only be in effect if the minimum of five hours of scanning is not achieved.
- 7.6 Tenderers shall quote unit prices that shall be applied in the Schedule of Prices and Quantities to determine the approximate tender price.
- 7.7 The contract price shall be ascertained as the sum of all scanning costs, report costs, overtime costs, travelling, accommodation and other associated costs.
- 7.8 Tenderers shall submit proposals of how they will operate to achieve the specified results and also submit specimens of reports to be produced.

8. ANNEXURE 1: INFRASTRUCTURE AREAS RICHARDS BAY AND VRYHEID DEPOTS

Depot	Approximate Sections	Scan	Approx. km's	Elect Type	Methods of Scanning
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Richards Bay	Richards Bay- Vryheid L1	February & March 2016	220	25KVAC	Consists/YQ
	Richards Bay- Vryheid L2	February & March 2016	220	25KVAC	Consists/YQ

Vryheid	Ermelo- Vryheid L1	February & March 2016	210	25KVAC	Consists/YQ
	Ermelo- Vryheid L2	February & March 2016	210	25KVAC	Consists/YQ

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