

# ADVERT FOR REQUEST FOR QUOTATION

## RFQ ERACES3184-18329

Transnet Freight Rail a Division of Transnet SOC Ltd. invites all interested parties to respond to a request for quotation (RFQ) as indicated below:

All RFQ's should be submitted on the appropriate RFQ forms and should be deposited in the tender box before 10h00 on the closing date of the tender/s.

If delivered by hand, the Tender submissions must be addressed to The Chairman Transnet Freight Rail Acquisition Council, Ground Floor, Inyanda House 1, 21 Wellington Road Parktown, Tol annesburg, 2001.

RFQ documents may be obtained on and after **Tuesday, 14 July 2015** at the Reception, Tender Advice Centre, Inyanda House 1, Ground Floor, 21 Wellington Road, Parktorn Johannesburg and will **only be** available until **15h00** on **Monday,20 July 2015**.

## The tender is free of charge.

For enquiries regarding collection of documents, contact Anton Fessius, telephone No. 011 584-9231 or Morris Mhlongo telephone 011 584 9230

RFQ documents may be viewed from the website by clicking on the RFQ number that is highlighted in red on the website: (http://www.transnetfreightrail.cc/za/viewsite/tenders.html)

RFQ NUMBER: ERACES3184-18329

SERVICES REQUIRED AT: KOEDOESPOORT FOOT (SIGNALS) REPLACE SIGNAL POWER

**EOUIPMENT** 

CLOSING DATE: 28-07-2015 (10H00)

A compulsory information briefing session will be conducted at Transnet Freight Rail, at 10h00 on the 21st July 2015, at Signa, Reny Foom, Bon Accord Station, on the side of R101 Hammanskraal Road

Contact person for technical and directions: Mr Poppie Legodi Tel: 012 842 5310 / Mr Pieter Doorewaard cellphon 083 283 3885.

- A Cen ificate of Attendance in the form set out in **Section 8** hereto must be completed and submitted with your Quotation as proof of attendance is required for a compulsory site meeting and/or RFQ briefing.
- Respondents failing to attend the compulsory RFQ briefing will be disqualified.
- The briefing session will start punctually at 10h00 and information will not be repeated for the benefit of Respondents arriving late.
- Reflective Jackets and Safety Shoes to be worn when visiting the site. Without the safety clothing, respondents won't be allowed at the various sites

For commercial enquiries contact: Edwin Senne

E-Mail: Edwin.senne@transnet.net

TEL: (012) 315 2137

Transnet Freight Rail urges Clients & Suppliers to report fraud/corruption at Transnet to TIPOFFS ANONYMOUS:



## FREIGHT RAIL

An Operating Division of **TRANSNET SOC LTD** 

[Registration No. 1990/000900/30]

# **REQUEST FOR QUOTATION [RFQ]**

RFQ FOR KOEDOESPOORT DEPOT (SIGNALS) REPLACE SIGNAL POWER EQUIPMENT

**RFQ NUMBER** 

ERACES3184-48229

**ISSUE DATE:** 

14 JULY 2015

**CLOSING DATE:** 

28 JULY 201

**CLOSING TIME:** 

10 00

**BID VALIDITY PERIOD:** 

30 OCTOBER 2015

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**CUBICLE** 

## **Section 1: NOTICE TO BIDDERS**

### 1 INVITATION TO BID

Responses to this RFQ [hereinafter referred to as a **Bid** or a **Quotation**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity**, **Respondent** or **Bidder**].

DECCRIPTION	For Kondonnad dansk (structure)
DESCRIPTION	For Koedoespoort depot (signals) replace signal power equipment [the Services]
	This RFQ is issued free of charge.
	The office of the Transnet Freight Rail Advice Co
	Inyanda House 1
INSPECT / COLLECT	Ground Floor
DOCUMENTS FROM	21 Wellington road
	Parktown
	Johannesburg
ISSUE DATE AND	Between 09:00 and 15:00 from 1 July 2015 until 20 July 2015
COLLECTION DATE	Detrices 03.00 and 13.07 non-11.3diy 20.13 until 20.3diy 20.13
DEADLINE	
COMPULSORY/NON COMPULSORY	Yes
BRIEFING SESSION	Refer to paraginaph 2 for details.
	10:00 on The day 28 July 2015
CLOSING DATE	Bidde s must ensure that bids are delivered timeously to the correct address.
CLOSING DATE	As a wheral rule, if a bid is late or delivered to the incorrect address, it will not be
	accepte for consideration.
	<b>Y</b>
	OCTOBER 2015
VALIDITY PERIOD	Bidders are to note that they may be requested to extend the validity period of
	their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.
	not been infance within the validity period.

Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.

## 2 FORMAL BRIEFING

A compulsory pre-quotation RFQ briefing will be conducted at Transnet Freight Rail; at 10h00 on the 21 July 2015, Signal Relay Room, Bon Accord Station, on the side of R101 Hammanskraal road.

[Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 A Certificate of Attendance in the form set out in **Section 8** hereto must be completed and submitted with your Quotation as proof of attendance.
- 2.2 Respondents failing to attend the compulsory RFQ briefing will be disqualified.

2.3 Respondents without a valid RFQ document but their company names appear on the tender collection list will be allowed to attend the meeting and it is entirely depended on them to obtain a valid RFQ document.

### 3 QUOTATION SUBMISSION

Quotations must be submitted in a sealed envelope addressed as follows:

The Secretariat, Transnet Acquisition Council

RFQ No:

ERACES3184-18329

Descriptions

Koedoespoort Depot (Signals) replace signal power equipment

Closing date and time:

28 July 2015

Closing address

[Refer to options in paragraph 4 below]

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

## 4 DELIVERY INSTRUCTIONS FOR RFQ

#### 4.1 Delivery by hand

If delivered by hand, the envelope is must be deposited in the handet tender box which is located in the foyer on the ground floor, Inyanda House 1, 21 We lington road, Parktown, Johannesburg, and must be addressed as follows:

THE SECRETARIAT
TRANSNET ACQUISITION COUNCE
GROUND FLOOR
TENDER BOX
INYANDA HOUSE 1
21 WELLINGTON BOX D
PARKTOWN
JOHANNESBARG
2001

- a) The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must phase ensure that response documents or files are no larger than the above dimensions. Pesponses 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 3 above.
- b) It should also be noted that the above tender box is located at the main entrance and is accessible to the public 24 hours a day, 7 days a week.

## 4.2 **Dispatch by courier**

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:

THE SECRETARIAT
TRANSNET ACQUISITION COUNCIL
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG

2001

- 4.3 If responses are not delivered as stipulated herein, such responses will not be considered.
- 4.4 No email or faxed responses will be considered, unless otherwise stated herein.
- 4.5 The responses to this RFQ will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
- 4.6 Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.

## 5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

As described in more detail in the attached BBBEE Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Vertificate.

The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included); and therefore the 90/10 system shall be applicable.

Respondents are required to complete Section 7 [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) EE certificate or a certified copy thereof at the Closing Date of this RFQ will result in a copy of zero being allocated for B-BBEE.

## 5.1 B-BBEE Joint Ventures or Consorti ms

Respondents who would wish to respond to this RFQ as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFQ submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, to partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFQ process. This pritten confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a liver consortium agreement is submitted to Transnet.

Respondents are to note the requirements for B-BBEE compliance of JVs or consortiums as required by Section 7 [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 for the JV or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.

#### 5.2 **Subcontracting**

Transnet fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to companies which are

Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators<sup>1</sup>.

If contemplating subcontracting, please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Quotation that such Respondent intends subcontracting more than 25% [twenty-five percent] of the value of the contract to an entity/entities that do not qualify for at least the same points that the Respondent qualifies for, unless the intended sub-Respondent is an EME with the capability to execute the contract.

A person awarded a contract may not subcontract more than 25% [twenty-five percent] 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.

In terms of Section 7 of this RFQ [the B-BBEE Preference Point Claim Form] Respondents are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-Contractor/s.

#### 6 COMMUNICATION

- 6.1 For specific queries relating to this RFQ, an RFQ Clarification Request Form should be submitted to **Edwin Senne** before **12:00, 3 days prior to closing date,** substantially in the form set out in Section 6 hereto. In the interest of fairness and transparency Transpet's response to such a query will then be made available to the other Respondence who have collected RFQ documents. For this purpose Transpet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with the **correct** contact details, as Transpet will not accept responsibility for being unable to contact a bidder who provided in correct contact details.
- After the closing date of the NFQ, a Respondent may only communicate with the Secretariat of the Transnet Acquisition Commun, at telephone number 011 544 9486, email <a href="mailto:prudence.nkabii.de.">prudence.nkabii.de.\transnet.net</a> on any matter relating to its RFQ Quotation.
- Respondents are to Lote that changes to its submission will not be considered after the closing date.

  Respondents are warned that a Quotation will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this NFQ between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

#### 7 CONFIDENTIALITY

7.1 All information related to this RFQ is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from

<sup>&</sup>lt;sup>1</sup> The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans' Association (SANMVA) has been designated as a B-BBEE Facilitator. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.

provision of the Services , which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

## 8 INSTRUCTIONS FOR COMPLETING THE RFQ

- 8.1 Quotations must be submitted in duplicate hard copies [1 original and 1 copy] and must be bound.
- 8.2 Sign one set of original documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set must be a copy of the original signed Quotation.
- 8.3 Both sets of documents are to be submitted to the address specified in paragraph 4 above, and Bidders must ensure that the original and copies (where applicable) are identical in all respects as Transnet will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document in either the original or the copy of the RFQ albeit that it was included in the other.
- 8.4 All returnable documents tabled in the Quotation Form [Section 4] must be returned with your Quotation.
- 8.5 Unless otherwise expressly stated, all Quotations furnished pursuant to this KFQ shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

#### 9 COMPLIANCE

The successful Respondent [hereinafter referred to as the **Service Provider**] shall be in full and complete compliance with any and all applicable laws and regulations.

## 10 DISCLAIMERS

Respondents are hereby achieved that Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of Quotations. In particular, please note that Transnet reserves the right to:

- 10.1 Modificate Rico's services and request Respondents to re-bid on any such changes;
- 10.2 Port by Quotation which does not conform to instructions and specifications which are detailed heren;
- 10.3 Disqualify Quotations submitted after the stated submission deadline [Closing Date];
- 10.4 Not necessarily accept the lowest priced Quotation or an alternative bid;
- 10.5 Reject all Quotations, if it so decides;
- 10.6 Withdraw the RFQ on good cause shown;
- 10.7 Award a contract in connection with this Quotation at any time after the RFQ's closing date;
- 10.8 Award a contract for only a portion of the proposed Services which are reflected in the scope of this RFQ;
- 10.9 Split the award of the contract between more than one Service Provider, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 10.10 Make no award of a contract;

10.11 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 undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFQ document.

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

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 ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price.

Transnet reserves the right to lower the threshold for Technical from 60% to 50% if no Bidders pass the predetermined minimum threshold in respect of Technical.

Kindly note that Transnet will not reimburse any Respondent for any preparate, costs or other work performed in connection with its Quotation, whether or not the Respondent is awarded a contract.

#### 11 LEGAL REVIEW

A Quotation submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's recall Counsel, prior to consideration for an award of business.

Transnet urges its clients, suppliers and the general public

to report a y fraud or corruption to

TYP-OFF NONYMOUS: 0800 003 056

## **Section 2: SCOPE OF REQUIREMENTS**

#### 1 SCOPE OF WORK

The scope of work required by Koedoespoort depot is to replace power equipment at various signal relay rooms as indicated in this RFQ.

## 1.1 SPECIFICATIONS, DRAWINGS AND STANDARDS

- 1.1.1 BBF7820 Power distribution cubicles for signal installations.
- 1.1.2 BBG1027 Valve regulated lead acid batteries for use in signal installations.
- 1.1.3 BBG1023, BBG1499, BBG1500, BBG1501, BBG1502 Drawings of batter
- 1.1.4 KDS\_PDC (SHT 1-6) Drawings of power distribution cubicle

## 1.2 **REQUIREMENTS**

- 1.2.1 The Respondent shall submit a list of projects (Transact) where the tenderer have been contracted to do similar work.
- 1.2.2 The Respondent and his personn I shall accend an induction training session and be in possession of a site access certificate issued by the personner engineer before any work may start. The replacement team shall have the certificates with them a all three when on site.

## 1.3 REPLACEMENT SCHEDULE

1.3.1 The power equipment shall be transported to site as indicated below.

STATION	DESCRIPTION OF EQUIPMENT TO REPLACE AND REMOVE
Wildebeesthoek	UPS 30kVA, Batteries (Set of 32 Blocks 170A/H with stands), Power distribution cubicle (1930 $\times$ 820 $\times$ 500).
	Existing power distribution cubicle, Charger, Inverter VLA batteries to be removed and disposed of as per environmental law.
Kameeldrift	UPS 30kVA, Batteries (Set of 32 Blocks 170A/H with stands), Power distribution cubicle (1930 $\times$ 820 $\times$ 500).

Existing power distribution cubicle, Charger, Inverter VLA batteries to be removed and disposed of as per environmental law.

UPS 30kVA, Batteries (Set of 32 Blocks 170A/H with stands), Power distribution cubicle (1930 x 820 x 500).

Existing power distribution cubicle, Charger, Inverter VLA batteries to be removed and disposed of as per environmental law.

UPS 30kVA, Batteries (Set of 32 Blocks 170A/H with stand), Power distribution cubicle (1930 x 820 x 500).

Existing power distribution cubicle, Charger, Investor V.A batteries to be removed and disposed of as per environmental law.

Power distribution cubicle (1930 x 820 x 500), New transformers.

Existing power distribution cubicle to be removed.

## 1.4 MATERIAL, LABOUR AND TRANSPORTED BE SUPPLIED BY RESPONDENT

# POWER DISTRIBUTION CUBICLE AS PER OLAWING: KDS\_PDC (TRANSNET APPROVED) MP3030 UPS 400/400 - TRANSNET APPROVED

170 A/H 12V VRLA BAT ERY "THIN PLATE PURE LEAD" FRONT TERMINAL 10 YEAR + DESIGN LIFE (FLOAT @ 25 DEG. C) - SET OF 22 VITA LINKS (31)TRANSNET APPROVED

STANDS (SET OF ) A PER ATTACHED DRAWINGS TRANSNET APPROVED

ELTEK FP2 COWER SHELVE WITH BRACKETS (268035 HC HV DC) TRANSNET APPROVED

ELTEK FP2 MODULAR 60VDC POWER SUPPLY (241115.705C) TRANSNET APPROVED

ELTEK SIMPLIFIED CONTROLLER (820763) WITH DIN RAIL BRACKET TRANSNET APPROVED

0 - 50vdc DATA LOGGER WITH SOFTWARE

FLUKE 365 CLAMP

Baviaanspoort

Leeufontein

Bon Accord

PULS QS10.121 RECTIFIER 12V 10A

TRANSPORT 8 TON TRUCK WITH CRANE R/Km (ESTIMATE)

TRANSPORT LDV R/Km (ESTIMATE)

LABOUR ARTISAN R/Hour (ESTIMATE)

LABOUR UNSKILLED R/Hour (ESTIMATE)

ACCOMMODATION R/Night

- 1.4.1 Brochures of equipment must be submitted for Transnet Approved verification.
- 1.4.2 All material required not specified in table 1.4 will be supplied by Transnet.

## 1.5 MATERIAL TO BE REMOVED FROM SITE

- 1.5.1 Obsolete chargers and inverters shall be removed from sites and transported to Germiston stores to be scrapped.
- 1.5.2 All VLA batteries shall be removed and disposed of as per environmental law. (Proof of disposal process shall be submitted)
- 1.5.3 The existing power distribution cubicles shall be transported to Johannesburg and tripped for re-use by TFR.

## 1.6 SAFETY REQUIREMENTS (HEALTH, RISK AND SAFETY PLAN)

- 1.6.1 The Respondent shall submit a safety, health and environment plan accorporating the following elements:
- 1.6.1.1 Scope of work
- 1.6.1.2 Roles and responsibilities of Respondent personnel
- 1.6.1.3 Hazard Management plan.
- 1.6.1.4 Contract induction and safety training.
- 1.6.1.5 Safe work practices and procedures.
- 1.6.1.6 Emergency procedures.
- 1.6.1.7 Incident recording and investigation.
- 1.6.1.8 Health and safety performance monitoring.
- 1.6.1.9 Dangerous goods/Hazardous substruces.
- 1.6.1.10 Management of sub-Contractors (Where applicable)

### 1.7 COMPLETION OF WORK

Work shall be completed within 5 months from date of order.

## 1.8 COMPLIANCE TO SPECIFICATION

The tenderer shall submit a clause by clause statement of compliance to this specification.

## **CONTACT PERSON FOR TECHNICAL ENQUIRIES**

Mr. Poppie Legodi / Mr Pieter Doorewaard

Telephone (012 842 5310 ) or 083 283 3885

## 2 GREEN ECONOMY / CARBON FOOTPRINT

Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.* 

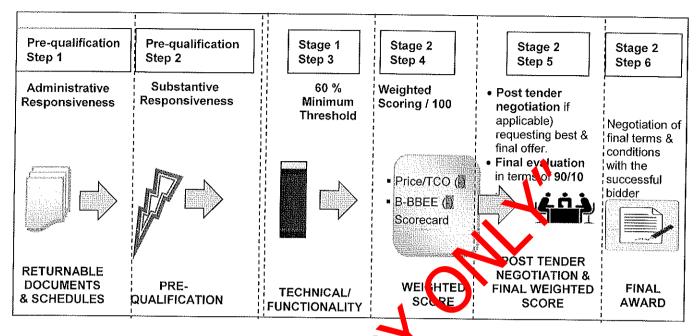
## 3 GENERAL SERVICE PROVIDER OBLIGATIONS

- 3.1 The Service Provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 3.2 The Service Provider(s) must comply with the requirements stated in this RFQ.



## 4 EVALUATION METHODOLOGY

Transnet will utilise the following methodology and criteria in selecting a preferred Service Provider, if so required:



NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Transnet reserves the right to conduct the different stages of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must therefore not be interpreted to mean that bidders have necessarily passed any previous stage(s).

# 4.1 PRE-QUALIFICATION STAGE ~ STEP On Pest for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Adminis tracive responsiveness check	RFQ Reference
Whether the Rid has been lodged on time	Section 1 paragraph 3
<ul> <li>Whe ner all mandatory returnable documents and/or schedules [where applicable] were completed and returned by the closing date and time</li> <li>valid letter of good standing issued by department</li> </ul>	Section 4
of labour ( essential returnable document)	
Verify the validity of all returnable documents	Section 4, page 24 and 25

The test for administrative responsiveness must be passed for a Respondent's Quotation to progress to the next stage for further pre-qualification

# 4.2 PRE-QUALIFICATION STAGE ~ STEP TWO: Test for Substantive Responsiveness to RFQ

The test for substantive responsiveness to this RFQ will include the following:

Check for substantive responsiveness	RFQ Reference
<ul> <li>Whether any general pre-qualification criteria set by Transnet, have been met</li> </ul>	Section 4
Whether the Bid contains a priced offer	Section 3
<ul> <li>Whether the Bid materially complies with the scope and/or specification given</li> </ul>	All Sections
~ A fully completed clause by clause statement of	
compliance to project specification (Please complete	
section 10 in full available on page (38 to 39)	
• Whether the compulsory information briefing session was attended	Section 1, paragraphs 2.1 & section 8

The test for substantive responsiveness must be passed for a Respondent's Quotation to progress to the next stage for twither evaluation

## 4.3 STAGE 1 ~ STEP 3: Minimum Threshold 60% for reconical Criteria

The test for the Technical and Functional threshold vill include the following:

Technical Criteria	% Weightings	RFQ Reference
Experience	30%	Section 2 page 21
Statement of compliance to project specification	30%	Section 2 page 9-11 & Section 10 page 38 & 39
Health, risk and streety plan	20%	Section 2 page 11
Delivery period(*time{rs/me of 5 months)	20%	Section 3 page 18
Total Weighting:	100%	

Total Weighting: 100%

Minimum qualifying score required: 60

The following applicable values will be utilised when scoring each criterion mentioned above:

Points	Interpretation
0	Non Responsive
50	Good
100	Excellent

The minimum threshold for technical/functionality [Stage One] must be met or exceeded for a Respondent's Quotation to progress to Stage Two for must evaluation

## 4.4 STAGE TWO ~ STEP 4: Evaluation and Final Weighted Scorift

a) Price Criteria [Weighted score 90 points]:

<b>Evaluation Criteria</b>	RFQ Reference
Commercial offer	Section 3

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Score for the bid under consideration
Pt = Score for the bid under consideration

Pmin = Price of lowest acceptable Bid

b) Broad-Based Black Economic Empowerment criteria [Weighted score 10 points]

B-BBEE - current scorecard / B-BBEF Preference Points Claims Form

• Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

## 4.5 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	riminum Percentage (%)
Technical / functionality	60

TOTAL SCORE:	100
B-BBEE - Scorecard	10
Price	90
Evaluation Criteria	Final Weighted Scores

## 5 STAGE TWO ~ STEP 5: Post Tender Negotiations (if applicable)

Transnet reserves the right to conduct post tender negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. A final evaluation will be conducted in terms of **90/10**.

#### 6 STAGE TWO ~ STEP 6: Final Contract Award

Transnet will negotiate the final terms and condition the contract with the successful Respondent(s). This may include aspects such as Supplier Development, the B-BBEE Improvement Plan, price and delivery. Thereafter the final contract will be awarded to the successful Respondent(s)

#### **IMPORTANT NOTICE TO RESPONDENTS**

Transnet has appointed a Procurement Ombudsman to investigate any <u>material complaint</u> in respect of RFQs exceeding R5million [five million S.A. Rand] in value. Should a tempo dent have any material concern regarding an RFQ process which meets this threshold, a complaint may be lodged with the Ombudsman for further investigation. The Ombudsman reserves the right to refer the complaint to an external service provider for investigation.

It is incumbent on the Respondent to familiarise himse (/h) rself with the Terms of Reference OF the Ombudsman which are available for review at Transper, website <a href="https://www.transpet.net">www.transpet.net</a>.

An official complaint form may be downloaded from his yebsite and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net.

For transactions below the abovementioned threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transaction Division/Specialist Unit.

Respondents are to note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a Bidder on its List of Excluded Bidders.

CLOSING VENUE: As per Section 1, paragraph 4.1 CLOSING DATE: 28 July 2015

**CLOSING TIME: 10h00** 

**VALIDITY PERIOD: 30 OCTOBER 2015** 

## **Section 3: PRICING AND DELIVERY SCHEDULE**

Respondents are required to complete the table below:

	SCHEDUI	LE OF WORK A	ND PRICES	5	
ITEM NO	DESCRIPTION	QUANTITY	UNIT	PRICE LER	TOTAL PRICE
1	POWER DISTRIBUTION CUBICLE AS PER DRAWING: KDS_PDC (TRANSNET APPROVED)	5	ea.		
2	MP3030 UPS 400/400 - TRANSNET APPROVED	4	ea.		
3	170 A/H 12V VRLA BATTERY "THIN PLATE PURE LEAD" FRONT TERMINAL 10 YEAR + DESIGN LIFE (FLOAT @ 25 DEG. O - SET OF 32 WITH LINKS (31)TRANSNET APPROVED		6		
4	STANDS (SET OF 4) AS FER ATTACHED DRAWINGS TRANSNET APPROVED	4	ca.		
5	ELTEK F12 COVER SHELVE WITH BRACK T2 (268035 HC KVDC TRANSNET APPROVED	6	ea.		
6	E TEN FP2 MODULAR 60VDC LOWER SUPPLY (241115.705C)TRANSNET APPROVED	24	ea.		
7	ELTEK SIMPLIFIED CONTROLLER (820763) WITH DIN RAIL BRACKET TRANSNET APPROVED	6	ea.		
8	0-50vdc DATA LOGGER WITH SOFTWARE	5	ea.		
9	FLUKE 365 CLAMP	2	ea.		

Respondent's Signature				
	0	Signatur	nt'c	Responde

10	PULS QS10.121 RECTIFIER 12V 10A	14	ea.
11	TRANSPORT 8 TON TRUCK WITH CRANE R/Km (ESTIMATE)	1500	Km
12	TRANSPORT LDV R/Km (ESTIMATE)	1500	Km
13	LABOUR ARTISAN R/Hour (ESTIMATE)	100	Rate per hour
14	LABOUR UNSKILLED R/Hour (ESTIMATE)	150	Rate per hour
15	ACCOMMODATION R/Night	5	Rate per night
			VAT @14%
			GROSS TOTAL AMOUNT (INCLUSIVE)

PLEASE INDICATE DELIVERY PER OD (TIMEFRAM	1E) BELOW:
LEAD TIME FROM THE DATE OF PC CHASE ORDI	ER:
[months]	

#### **Notes to Pricing:**

- a) 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 pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- 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.
- d) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 1, clause 1]

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#### 1 DISCLOSURE OF PRICES TENDERED

1.1 Respondents must indicate below whether Transnet may acclose their tendered prices and conditions to other Respondents:

[		
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#### 2 SERVICE LEVELS

- An experienced account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 2.2 Transnet will have quarterly views with the Service provider's account representative on an ongoing basis.
- 2.3 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 2.4 The Lervice provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the ollowing measures:
  - Random checks on compliance with quality/quantity/specifications
  - b) On-time delivery
- 2.5 The Service provider must provide a telephone number for customer service calls.
- 2.6 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet; giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Respondent's Signature

Acceptance of Service Levels	Acce	ptance	of Service	Levels:
------------------------------	------	--------	------------	---------

YES	No

## 3 RISK

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by a Service provider, in relation to:

Compliance with the Occupational Health and Safety Act, 85 of									
Compliance with the Occupational Health and Safety Act, 85 of								of supply:	Continuity o
	19	of	85	Act,	Safety	and	Occupational Health	e with the	Compliance

## 4 REFERENCES

Please indicate below the company names and contact details of existing customers whom Transnet may contact to seek third party evaluations of your current service levels:

Company	Nature of work	Value of work	Contact person	Contact	Year
Name				details	completed
	•				

Respondent's Signature	Date & Con

# Section 4: QUOTATION FORM AND LIST OF RETURNABLE DOCUMENTS

[name	of	entity,	company,	close	corporation	or	partnership]	of	[full	address]
carrying	on bus	iness tradi	ng/operating a	as						
									1	
							-	4	****	
							rs or Members			
							any doctment.			
							y authorised to r er in genations w			
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Ft	JLL NAI	4E(S)		CAPA	ACITY		•	SIG	NATURE	
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I/We her	eby of	fer to sup	pi, de above	ementione	d Services at t	the pric	ces quoted in th	ne sch	edule of	prices in
			•				npanying schedu			
[/Mo par	n - 12	auag b	, those conditi	ana in Tu						
	<b>S</b> )		those conditi	ons in 177	insnet's:					
		greement;								
(ii) Ge	neral B	id Conditio	ons – Services	; and						
(iii) an	y other	standard	or special con	ditions m	entioned and/or	r emboo	died in this Requ	est for	Quotati	on.
/Ma acco	nt that	unlace Tr	ananat ahauld	ath an sin		·				
							me/us in the let			•
							nge of corresponding of the contract of the co		ej, toge	ther with
TUISHCES	ассер	tance then	COI SHAII COHSC	itute a Di	luing contract t	Jetweei	i iranshet and n	ie/us.		
Should Tr	ansnet	decide tha	at a formal co	ntract sh	ould be signed	and so	inform me/us i	n a let	ter of in	ntent [the
etter o	f Inte	nt], this	Quotation [a	and, if a	ny, its coveri	ng lett	er and any su	bsequ	ent excl	hange of

correspondence] together with Transnet's Letter of Intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Services within 4 [four] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Quotations afresh and/or having to accept any less favourable Quotation.

I/We accept that any contract resulting from this offer will be for a period of 5 months only.

Furthermore, I/we agree to a penalty clause/s to be negotiated with Transnet, which will allow Transnet to invoke a penalty against us for non-compliance with material terms of this RFQ including the delayed delivery of the Services due to non-performance by ourselves, failure to meet Supplier Development and/or B-BBEE Improvement Plan commitments. A penalty of up to 100% of the outstanding portion of the Supplier Development commitment will be applied and Transnet reserves the right to set this off against any payment due to the Respondent. In addition, I/we agree that non-compliance with any of the deterial terms of this RFQ, including those mentioned above, will constitute a material breach of contract and provide Transnet with cause for cancellation.

#### **ADDRESS FOR NOTICES**

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFQ. The domicilium citandi et executandi shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents had, be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Quotation being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of odomicilium citandi et executandi hereunder:

Name of Entity:		
Facsimile		
Address.		

#### **NOTIFICATION OF AWARD OF RFQ**

As soon as possible after approval to award the contract(s), the successful Respondent [the Service provider] will be informed of the acceptance of its Quotation. Unsuccessful Respondents will be advised in writing of the name of the successful Service provider and the reason as to why their Quotations have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

## **VALIDITY PERIOD**

Transnet requires a validity period up to 30 OCTOBER 2015 against this RFQ.

Respondent's Signature	Date & Company Stamp

## NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The	Respondent must	: disclose	hereunder th	e full	name(s)	and	address(s)	of the	director(s)	or	members	of the
com	pany or close corp	oration [C	C.C.] on whos	se bel	half the R	FQ is	submitted.					

(i) (ii)	Registration number of company / C.C  Registered name of company / C.C		
(iii)	Full name(s) of director/member(s)	Address/Addresses	ID Number(s)
	w.		

#### **RETURNABLE DOCUMENTS**

All Sections, as indicated in the footer of each page, must be signed, stamped and date by the Respondent. **Returnable Documents** means all the documents, Sections and Annexures, as Jissed in the tables below.

## a) Mandatory Returnable Documents

Failure to provide all Mandatory Returnable Documents at the closing date and time of this tender <u>will</u> result in a Respondent's disqualification, Bidders are therefore urged to ensure that <u>all</u> these documents are returned with their Qualitions.

Please confirm submission of the **mandatory Returnalle Documents** detailed below by so indicating [Yes or No] in the table below:

SECTION 10: Clause by clause statement of compliance to project specification	
SECTION 8 : Certificate of attendance of compulsory RFQ Briefing session	
SECTION 3 : Pricing and Delivery Schedule	
MANDATORY RETUR (ABLE DOCUMENTS	SUBMITTED [Yes/No]

## b) Essential Return ble Documents

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

Failure of provide all essential Returnable Documents <u>may</u> result in a Respondent's discretion at Transnet's sole discretion. Bidders are therefore urged to ensure that <u>all</u> these documents are returned with their Quotations.

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

Respondent's Signature	Date & Company Stamp

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED
SECTION 4: Quotation Form and List of Returnable documents	
<ul> <li>Valid and original, or a certified copy, of your entity's B-BBEE Accreditation Certification as per the requirements stipulated in the B-BBEE Claims Form Section 7.</li> <li>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</li> </ul>	
<ul> <li>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</li> </ul>	
- Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
Original and valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 5 : RFQ Declaration and Breach of Law Form	
SECTION 7: B-BBEE Preference Claim Form	
SECTION 9 : Schedule of Plant and Equipment	
A valid letter of good standing with the Compensation Commissioner issued by the Department of Labour	

#### c) Additional Documents

In addition to the requirements of paragraphs (a) and b) above, Respondents are further requested to submit with their Quotations the following **additional documents** as detailed below. Please confirm submission of these additional documents by so indicating [Yes or No] in the table below:

ADDITIONAL DOCUME	TS SUBMITTED [Yes or No]
Brochures of equipment must be submitted to	or Transport Approved
verification	

## CONTINUED VALIDITY OF LETURN BLE DOCUMENTS

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

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, 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.

Date & Company Stamp

Bidders furthermore agree that Transnet SOC Ltd shall recognise no claim from them for relief based on an allegation that they have overlooked any RFQ/contract condition or failed to take it into account for the purpose of calculating their offered prices or otherwise.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid which they intend to respond on, before submitting the bid. The Bidder agrees that he/she will have no claim based on an allegation that any aspect of this RFQ was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if the Certificate of Acquaintance with RFQ documents included in the RFQ as a returnable document, is found not to be true and complete in every respect.

- 1 General Bid Conditions\*
- 2 Master Agreement\*

Respondent's Signature

- 3 Supplier Integrity Pact\*
- 4 Non-disclosure Agreement\*
- 5 Specifications and drawings included in this RFQ
- 6 Vendor Application Form\* and all supporting documents (first time ventors only)
- 7 E4E Safety arrangements and Procedural compliance (Act 85 or 1933) and applicable regulations\*
- BBD8210 version 1 E/7 Specification to general work and works on, over, under or adjacent to railway lines and near high voltage equipment\*

Alternatively, for all existing vendors, please provide vendor number(s) here:

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

In the Yes/No column above, place 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).

## \*(available on Framet's website or upon request)

SIGNED at	on this	_ day of	20
SIGNATURE OF WITNESSES		ADDRESS OF WITNESSES	
1			
Name			
2			<del></del>
Name			
SIGNATURE OF RESPONDENT'S A	UTHORISED REPRESENT	TATIVE:	
NAME:		TELEPHONE:	
DESIGNATION:		CELL PHONE:	
		FACSIMILE:	

## Section 5: RFQ DECLARATION AND BREACH OF LAW FORM

We _	do hereby certify that:
1.	Transnet has supplied and we have received appropriate responses to any/all questions [ 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 f Quotation [RFQ];
3.	we have been provided with sufficient access to the existing Transnet ficilities/sites and any are all relevant information relevant to the Services as well as Transnet information and Employee and has had sufficient time in which to conduct and perform a uniformation and diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet we 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 assumption made by the Respondent in arriving at his Rid race.
4.	at no stage have we received additional information relating to the subject matter of this RF from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5.	we are satisfied, insefar 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 consucted in a fair and transparent manner; and
6.	furthermore, we declare that a family, business and/or social relationship <b>exists / does not exist</b> [delete as applicable] between an owner / member / director / partner / shareholder 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 entities / 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:
	ME OF OWNER/MEMBER/DIRECTOR/ R/SHAREHOLDER: ADDRESS:
dicate	nature of relationship with Transnet:

[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.
- 10. We accept that any dispute pertaining to this Bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought.
- 11. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

## **BREACH OF LAW**

SIGNED t

12.	we further hereby certify that 1/we (the bidding entity a vice by of its directors, members of
	partners) have/have not been [delete as applicable] found wilty during the preceding 5 [five]
	years of a serious breach of law, including but not lineted to a breach of the Competition Act, 89
	of 1998, by a court of law, tribunal or other alministrative body. The type of breach that the
	Respondent is required to disclose exclusively minor offences or misdemeanours, e.g.
	traffic offences. This includes the imposition of an administrative fine or penalty.
	Where found guilty of such a seric us breach, please disclose:
	NATURE OF BREACH:

ATE OF BREACK
urthern ore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any
espendent from the bidding process, should that person or entity have been found guilty of a
erious breach of law, tribunal or regulatory obligation.

SIGNED It	on this day of	20	
For no un behalf of	AS WITNESS:		
duly authorised hereto			
Name:	Name:		
Position:	Position;		
Signature:	Signature:		
Date:	Registration No of Company/CC		
Place:	Registration Name of Company/CC		

# Section 6: RFQ CLARIFICATION REQUEST FORM

RFQ No: ERACE	S3184-18329		
RFQ deadline for q	questions / RFQ Clarifications: Befo	ore 12:00, 3 days prior to closing	date
TO:	Transnet SOC Ltd		
ATTENTION:	Edwin Senne		
EMAIL	edwin.senne@transnet.net		
DATE:	out in the death of the control of t	1	
FROM:			
RFQ Clarification N	o <b>ERACES3184-18329</b>	ON	
	REQUEST FOR RE	ARIFICATION	
-			

#### Section 7: 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 **10** 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 blood-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 Diach Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "Rid" means a written offer in a prescribed or stipulated form in response to an invitation by nansnet 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];
- "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 "consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "contract" means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 "EME" means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.10 "firm price" means the price that is only subject to adjustments in accordance with the actual

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 Respondent 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 Government any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 "rand value" means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16 "subcontract" means the primary Respondent's assigning or leasing or making out work to, or employing another person to support such primary Respondent in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the tame 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 Assaul promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the accogement 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 any property to be administered for the benefit of another person.

## 3. AD UD CATEON USING A POINT SYSTEM

- 3.1 be Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFQ will be awarded the contract, unless objective criteria justifies the award to another hidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Blds have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to

a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points [Maximum 10]
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
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 Au litor. 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.
- In terms of the 2007 ren ion 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, substantialing their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification agency accredited by SANAS.
- The Jepartment 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 approverment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an 4.9 unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents 4.11 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 me number of points that such a Bidder qualifies for, unless the intended sub-Respondent is an EME that has the capability and ability to execute the subcontract.
- A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the 4.12 value of the contract to any other enterprise that does not e a. equal or higher B-BBEE status level than the person concerned, unless the contract is a be intracted to an EME that has the capability and ability to execute the subcontract.
- Bidders are to note that in terms of paragraph 2. of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 term of Government Gazette No. 36928, any representation made by an entity about 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 arify any B-BBEE recognition claimed.

#### 5.

B-B	BEE STAT	US AND SUBCONTRACTING	
5.1	Bidder	s who claim points in respect of B-BBEE Status Level of Cont	ribution must
	comple	ete the following:	
	B-BBEE	Status Level of Contributor = [maximum of <b>10</b> poin	nts]
	Note: F	costs claimed in respect of this paragraph 5.1 must be in accordance	with the table
	rei, vr.æ	d in paragraph 4.1 above and must be substantiated by means of a B-	BBEE certificate
	is sued	y a Verification Agency accredited by SANAS or a Registered Auditor appro	oved by IRBA or
$\bigcirc$	sworn	affidavit in the case of an EME or QSE.	
·X	•		
5.2 Subcontracting:			
	Will any	portion of the contract be subcontracted? YES/NO [delete which is not app	olicable]
	If YES, i	indicate:	
	(i)	What percentage of the contract will be subcontracted?	%
	(ii)	The name of the sub-Respondent	***************************************
	(iii)	The B-BBEE status level of the sub-contract	
	(iv)	Is the sub-Respondent an EME?	YES/NO
5.3	Declarat	ion with regard to Company/Firm	
5.5	(i)	Name of Company/Firm	
	(ii)		
		VAT registration number	
	(iii)	Company registration number.	
	(1V)	Type of Company / Firm [TICK APPLICABLE BOX]	

	☐Partnership/Joint Venture/Consortium
	□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
(vii)	☐ Other Service Providers, e.g. Transporter, etc.  Total number of years the company/firm has been in tusiness

### **BID DECLARATION**

I/we, the undersigned, who warrants that he she is fully authorised to do so on behalf of the company/firm, certify that points claimed, based to 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 furnithed is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph cabo te, the Respondent may be required to furnish documentary proof to the satisfaction of gransnet that the claims are correct.
- (iii) If the PubBEE 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 a ldition to any other remedy it may have:
  - disqualify the person from the bidding process;
  - recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (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 Respondent, 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 <i>.</i> 2.		SIGNATURE OF BIDDER
		DATE:
	ADDRESS:	A

# RFQ FOR KOEDOESPOORT DEPOT (SIGNALS) REPLACE SIGNAL POWER EQUIPMENT

# Section 8: CERTIFICATE OF ATTENDANCE OF RFQ BRIEFING

It is hereby certified that –	
1.	
2.	
Representative(s) of	
attended the RFQ briefing in respect of the	e proposed Services to be hendered in terms of this RFQ or
TRANSNET'S REPRESENTATIVE	RESPONDENT'S REPRESENTATIVE
DATE	DATE
	EMAIL

# RFQ FOR KOEDOESPOORT DEPOT (SIGNALS) REPLACE SIGNAL POWER EQUIPMENT

# Section 9: SCHEDULE OF PLANT AND EQUIPMENT

Schedule of plant and equipment to be used in the execution of this agreement in terms of the Master Agreement. The respondent must state which plant is immediately available and which will be ordered for.

r iant trinii	ediately available for work tendered for:	
		4
<u> </u>	4	
Plant on or	der and which will be available for york to	ndered for:
<u> </u>		
Plant to Le	acquired for the work tendered for:	
ノ		

# RFQ FOR KOEDOESPOORT DEPOT (SIGNALS) REPLACE SIGNAL POWER EQUIPMENT

# Section 10: CLAUSE BY CLAUSE COMPLIANCE TO PROJECT SPECIFICATION

Clause Nr	Yes	No	Comments for non-compliance to project specification
1			
1.1			
1.1.2			
1.1.3			
1.1.4			
1.2			
1.2.1			
1.2.2			
1.3	-		
1.3.1			
1.4			
1.4.1			
1.4.2			
1.5			
1.5.1			
1.5.2			
1.5.3			
1.6.1			
1.6.1.1			
1.6.1.2			
1.6.1.3			
1.6.1.4			
1.6.1.5			
1.6.1.6			
1.6.1.7			
1.6.1.8			
1.6.1.9			
1.6.1.10			

Respondent's Signature

1.7		
1.8		

REVIEW CORY ONLY



TRANSNET

freight rail

A Division of Transnet SOC Limited

# **TECHNOLOGY MANAGEMENT**

## **SPECIFICATION**

# POWER DISTRIBUTION CUBICLES FOR SIGNAL INSTALLATIONS

Author:

Chief Engineering Technicia

Infrastructure Technical

Approved:

Senior Lingh ser

Technology Management

Authorised:

ringipal Ligineer

Nchnglogy Management

P Doorewaard

**RA Langley** 

J Kannemeyer

Data: ...

Circulation Restricted To:

Transhet and Relevant Third Parties

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2.	APPLICABLE DOCUMENTS	3
3.	REQUIREMENTS	4
4.	DOCUMENTATION	5
5.	QUALITY ASSURANCE	5

#### 1. SCOPE

This document serves as a specification for Power Distribution Cubicles used in Signal installations to establish performance and test requirements and as basis for the procurement thereof.

## 2.

2.15 SANS 1574

APPLICABLE DOCUMENTS 2.1 Transnet Documents	
2.1.1 2.1 SANS 1973-1	Low-voltage switchgear and control gear ASSEMBLIES Part 1: Type-tested ASSEMBLIES with stated deviations and a rated short-circuit withstand strength about 10kA
2.2 SANS 156	Moulded-case circuit breakers
2.3 SANS 10142-1	The wiring of premises Part 1: Low voltage installations
2.4 SANS 60439-1	Low voltage switchgear and control gear assemblies. Part 1: Type tested and partially type-tested assemblies
2.5 SANS 60947-1	Low voltage switchgea, and control gear Part 1: General rules
2.6 SANS 60947-2	Low voltage syltchyear and control gear Part 2: Circuit breakers
2.7 SANS 60947-3	Low coltage switchgear and control gear Part 3: Switches, disconnecters, switch-disconnectors and fuse-combination units
2.8 SANS 60947-4-1	Low voltage switchgear and control gear Part 4-1: Contactors and motor starters - electromechanical contactors and motor starters
2,9 SANS 60947-511	Low voltage switchgear and control gear Part 5-1: Control circuit devices and switching elements - Electromechanical control circuit devices
2.10 SANS 66947-7-1	Low voltage switchgear and control gear Part 7-1: Ancillary equipment – Terminal blocks for copper conductors
211 SANS 60529	Degrees of protection provided by enclosures (IP Code)
2.12 SANS 1274	Coatings applied by the powder-coating process
2.13 IEC 60664-1	Insulation coordination for equipment within low voltage systems – Part 1: Principles, requirements and tests.
2.14 SANS 1195	Busbars

dielectric insulation

Electric flexible cores, cords and cables with solid extruded

## 3. REQUIREMENTS

- 3.1 Physical characteristics
- 3.1.1 The cubicle size shall be approved by Transnet Freight Rail.
- 3.1.2 The cubicle layout shall be approved by Transnet Freight Rail.
- 3.1.3 The enclosure shall be constructed of 2,0mm mild steel plate unless otherwise specified.
- 3.1.4 The cubicle shall be sufficiently strengthened to prevent deformation during transport, delivery and installation.
- 3.1.5 The layout of equipment inside the cubicle shall be of such a nature that it is easily accessible for fault finding and replacements.
- 3.1.6 All equipment shall be clearly labelled by means of durable markings to enable ease of identification.
- 3.2 <u>Environmental conditions</u>
- 3.2.1 Natural convection cooling is required.
- 3.2.2 The equipment must be capable of operation to specification under the following conditions:

Ambient temperatures between -5°C and + 50°C Maximum relative humidity of 95% (non condensing); Dusty and corrosive conditions; Altitude from 0 – 1800m.

- 3.2.3 The protection degree shall be IP4X according to 111 Protected against objects greater than 1mm.
- 3.3 Metal treatment
- 3.3.1 As per 2.12,
- 3.4 Final paint finish
- 3.4.1 As per 2.12. The first pasit cost shall be applied to produce a uniform dry film thickness of not less than 90 micross.
- 3.4.2 The final paint coat half tested for uniform thickness.
- 3.4.3 The colour of the paint shall be structured "light grey" RAL 7032.
- 3.5 Plating a pech sation
- 3.5.1 All an per metal parts, which are identified for plating, shall be zinc plated to a minimum thickness of 8 m crons.
- 3.5.2 All copper bus bars, which are identified for plating shall be tin-plated to a minimum thickness of 8 microns.
- 3.6 Bus bars
- 3.6.1 All bus bars, where specified, shall be insulated by means of heat shrink or air shrink sleeves. Connection points shall not be sleeved.

#### 3.7 Access to cubicle

- 3.7.1 The cubicle shall be fitted with hinged doors at the front. The rear shall be closed off by a "lift out" type panel with approved vent size at the top.
- The doors shall be adjusted to ensure an even gap between doors and between doors and side 3.7.2 frames.

#### 3.8 Electrical

- Power conductors shall be single flex type 600/1000 volts (par 2.15) and sized to rated load plus 3.8.1 20%.
- Control wiring shall be panel flex type 300/500 volts (par 2.15) with a minimum cross section area 3.8.2 of 1,5mm<sup>2</sup>.
- Control wires shall be numbered at both ends in accordance with the relevant wiring diagram. 3.8.3
- Power conductors shall be numbered at both ends in accordance with the relevant wiring 3.8.4 diagram.
- 3.8.5 Terminal blocks shall be of sufficient size to accommodate wiring and shall be DIN rail mounted.
- Not more than one wire may be crimped or soldered into any 3.8.6 Maximum of three wires may be connected to a bolt type terminal.
- 3.8.7 The wiring shall be neatly treed in a total access U channel with c n cover.
- 3.8.8 Terminal blocks shall be suitably numbered.

#### 3.9 **Ergonomics**

- 3.9.1 Analogue meters shall be flush mounted on the first loor for displaying voltage and current.
- In case of three phase cubicles, switches for a positing voltage and current per phase shall be 3.9.2 mounted on the front door.
- 3.9.3 The on/off main supply switch shall be nount the front door.
- 3.9.4 All circuit breakers and related switchirt equipment shall be mounted inside the cubicle.

#### 4. **DOCUMENTATION**

- 4.1 Drawings shall show the followings
  - Front view of cubick wint equipment mounted and numbered for reference purposes. Equipment layout inside cubicle and numbered for reference purposes.

  - Detailed wiring dia ram lumbered for purpose of reference and fault finding.
    Parts list reference the quantity, description, rating and manufacturer part number.

#### QUALITY ASSURANCE 5.

- 5.1 Manu acturers shall have a quality management program in place. (ISO standards)
- test certificate shall be provided and signed off by the responsible person/s of each test as 5.2 required below:
  - Dimensional inspection
  - Identification inspection
  - Paint thickness inspection
  - Component inspection
  - Mechanical assembly inspection
  - Insulation tests
  - Electrical and functional test

## **END OF SPECIFICATION**



A Division of Transnet SOC Limited

# **TECHNOLOGY MANAGEMENT**

# **SPECIFICATION**

VALVE REGULATED LEAD ACID BATTERIES FOR USE IN SIGNAL INSTALLATIONS

Author:

Chief Engineering Tec. The

Rail Network

Approved:

Senior Engineer

Technology Management

Authorised:

Princip LEnvineer

T chrology Management

P Doorewaard

**RA Langley** 

J kannemeyer

Date:

September 2013

Circulation Restricted To:

Transnet and Relevant Third Parties

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#### 1. SCOPE

#### 1.1 Identification.

12V Valve regulated lead acid (AGM) front terminal 10 year + design life batteries.

#### 1.2 Item overview.

The valve regulated lead acid (VRLA) batteries are required to provide standby power to Signal relay rooms for a minimum of 10 hours. Size of battery shall be specified by Transnet Freight Rail.

#### 1.3 Document overview.

The VRLA batteries within Transnet Freight Rail (Train Authorisation Systems) shall comply with the requirements as set out in this document. This document may therefore be used for item purchasing and approval.

#### 2. REQUIREMENTS

The requirements as set out below must be complied with. It is required a statement be issued stating compliance per clause as well as the actual guaranteed technical data of the equipment offered. Failure to submit a statement of compliance shall automatically disqualify the tenderer.

Offers which include deviations of a minor nature from the terms of the specification will be considered at the discretion of Transnet Freight Rail (Train A thorn atten systems).

#### 3. **BATTERY FEATURES**

- The battery shall be of the Absorbent Glass Mot (AcM) type technology for efficient gas recombination and freedom from electrolyte mail tenance of water adding. 3.1
- 3.2 The battery shall be of the front terminal type
- 3.3
- Minimum 10 year design life guaranteed un fer float conditions at a constant 25 deg. Celsius. The battery must be suitable for long discharge periods, typically 10 hours and recharge of C/8. Batteries shall have internationally recognised certification. 3.4
- 3.5
- 3.6 The battery shall have a UL 94 VQ rate larger retardant casing.
- The battery manufacturer shall be egistered to ISO9001 and ISO14001. The battery must be compliant with ANS 60896. 3.7
- 3.8

#### **DOCUMENTATION** 4

- Complete documentation including detailed Material safety data sheet shall be submitted 4.1
- 4.2 Documents to record regular test measurements shall be provided.

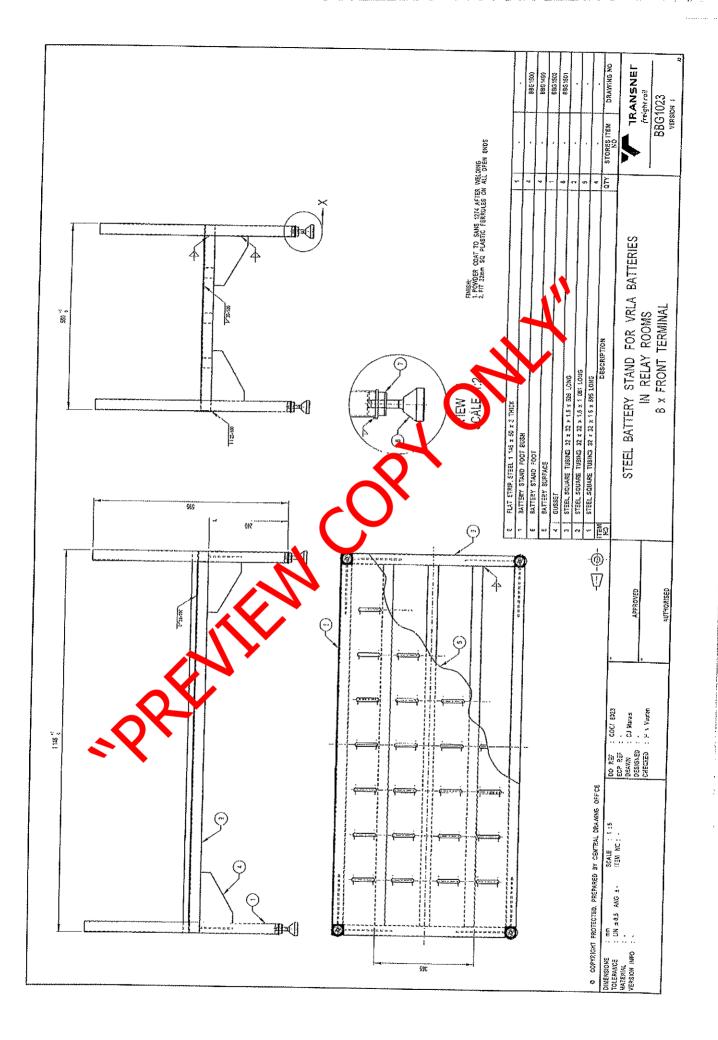
#### PRE DELIVERY PREPARATION 5.

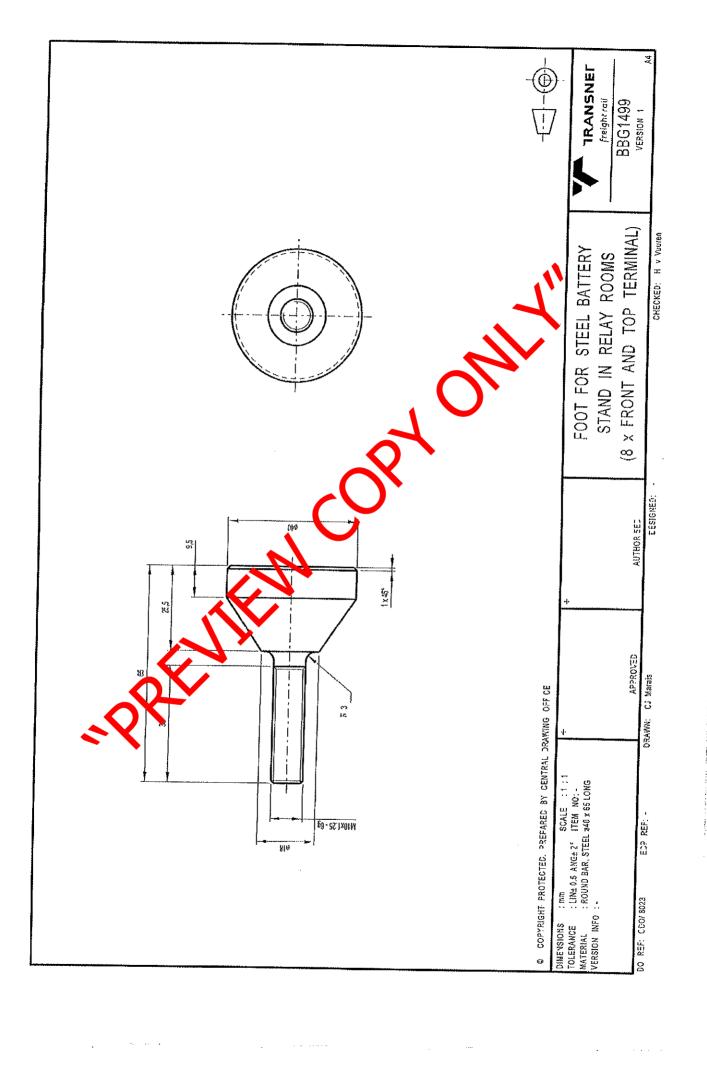
- Batteries all Mergo a refresher charge upon arrival at the premises of the distributor. 5.1 There the the patteries shall be discharged to 1.8vpc over a period of 2 - 3 hours to eliminate any po ential bad battery. Regular voltage measurements per block shall be taken when aische ging.
- Batteries shall be recharged at 10% of AH rating at voltage 2.4vpc. The batteries shall be 5.2 connected in parallel (Battery string of 32 blocks may be split into 2 x 16 blocks) to ensure proper equalisation.
- Pallets shall be marked to ensure that battery strings as charged are not mixed. 5.3
- Transnet Freight Rail reserves the right to witness the preparation process. 5.4

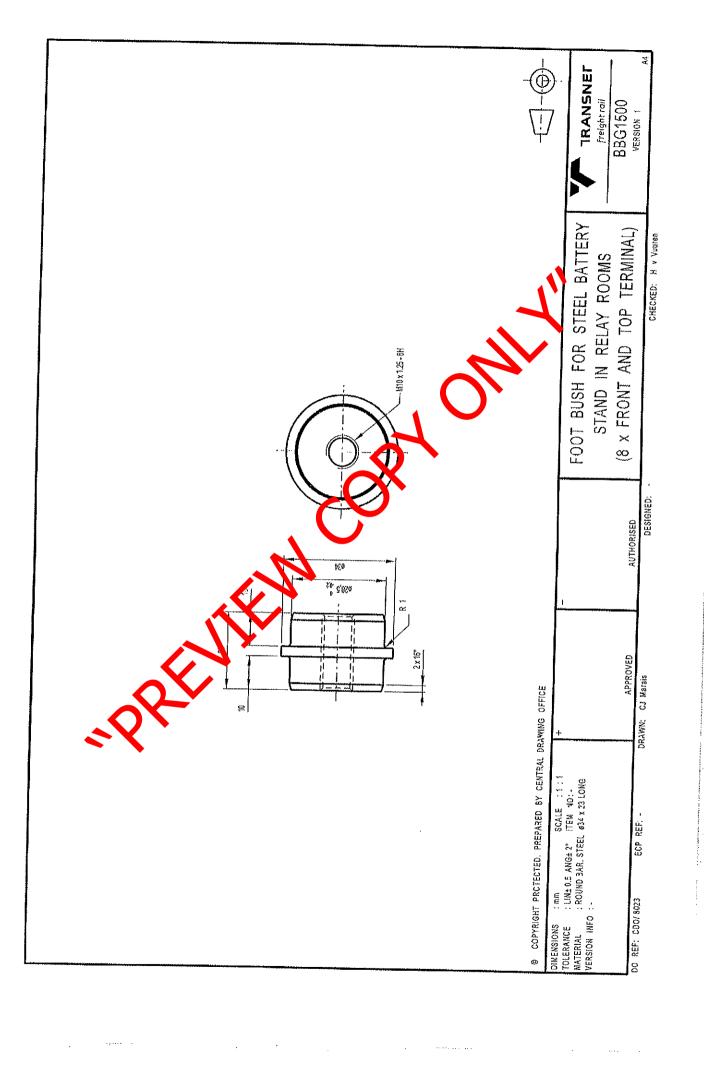
#### 6. Warranty

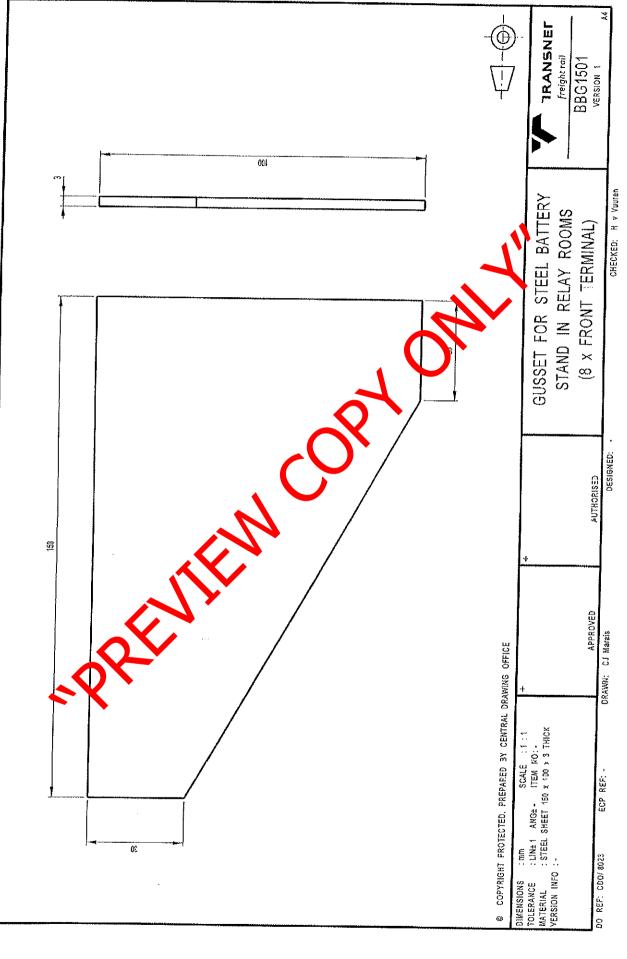
Transnet Freight Rail requires a 3 year warranty period against faulty workmanship. 6.1

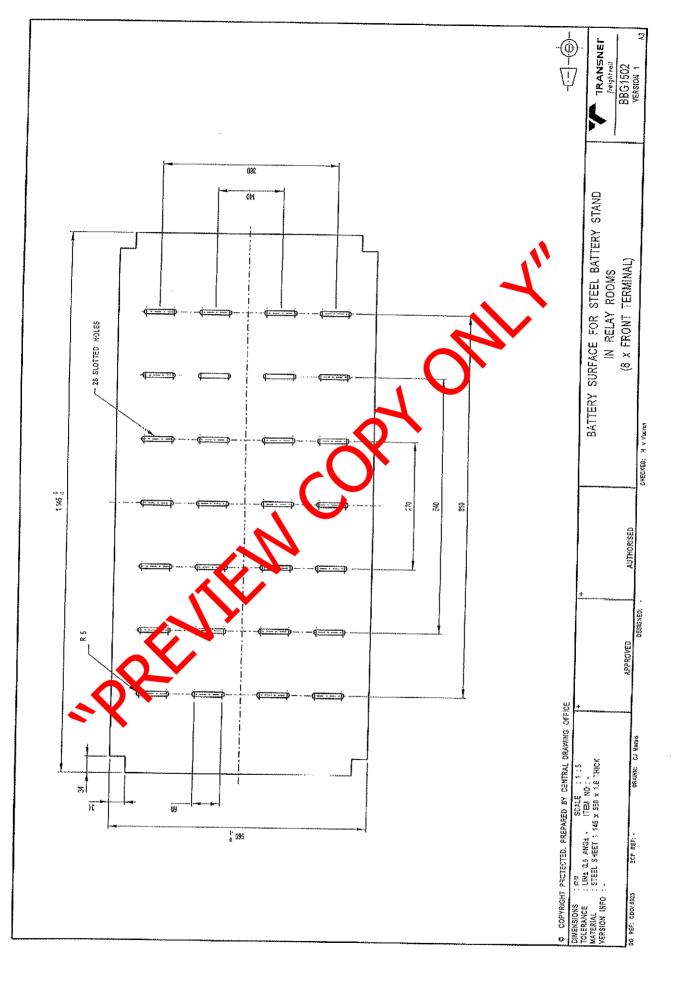
### **END OF SPECIFICATION**

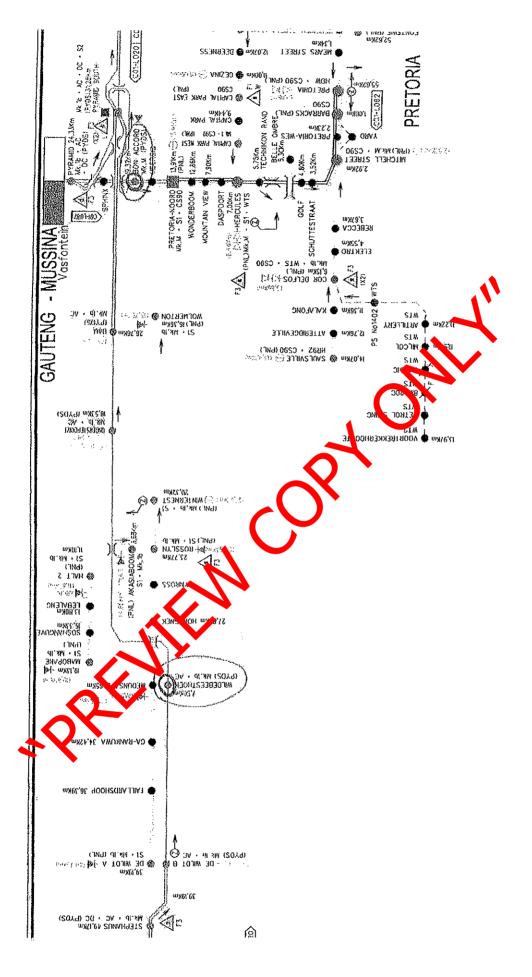


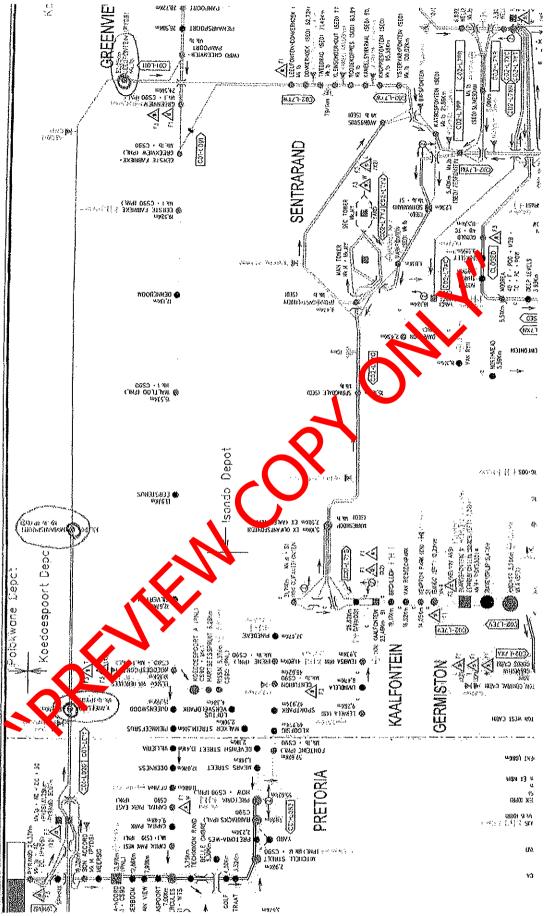


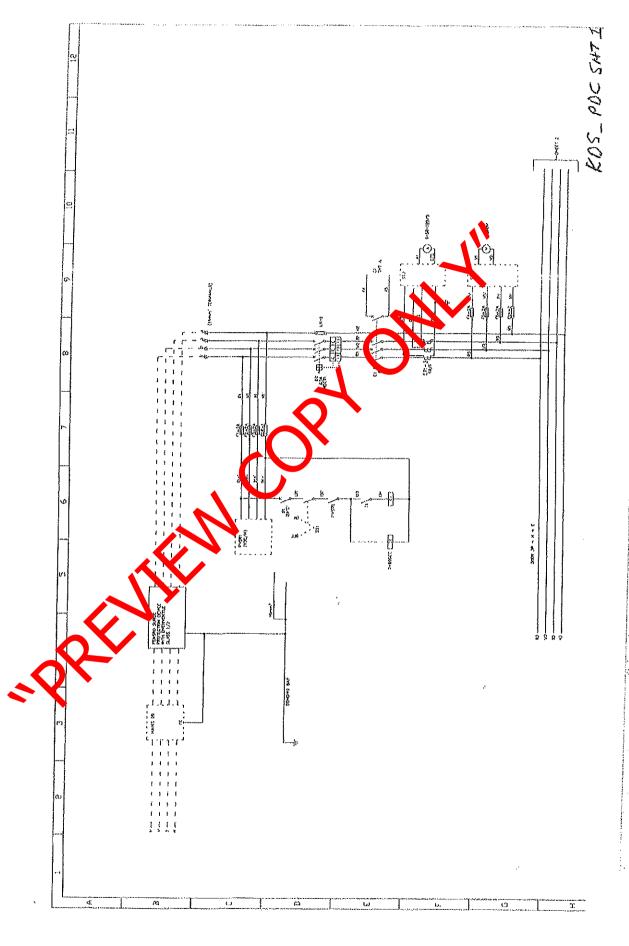








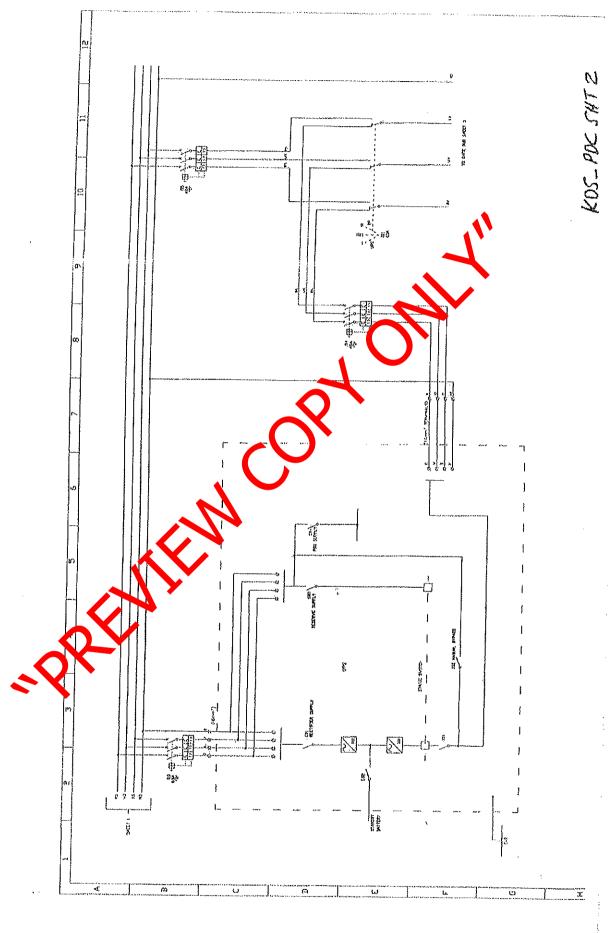


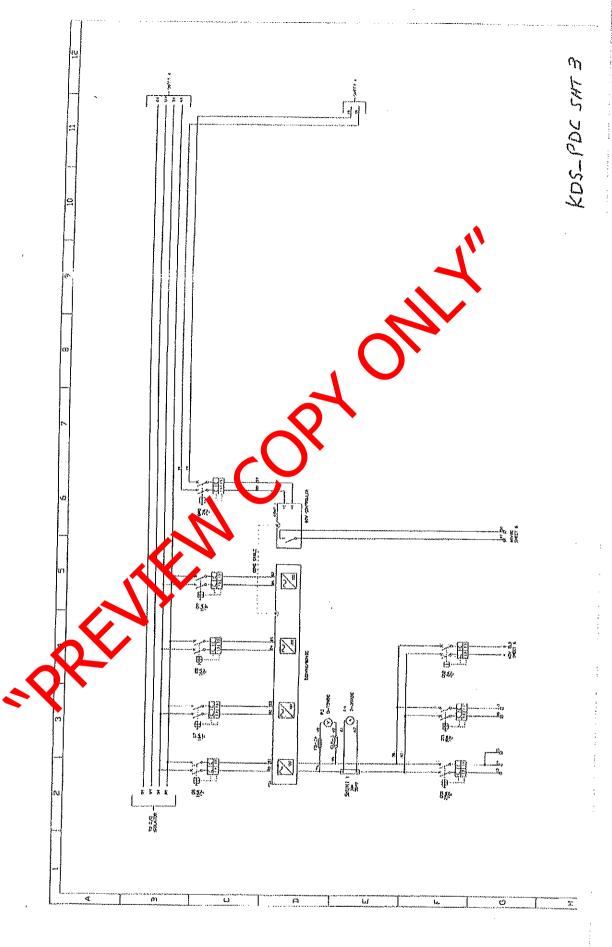


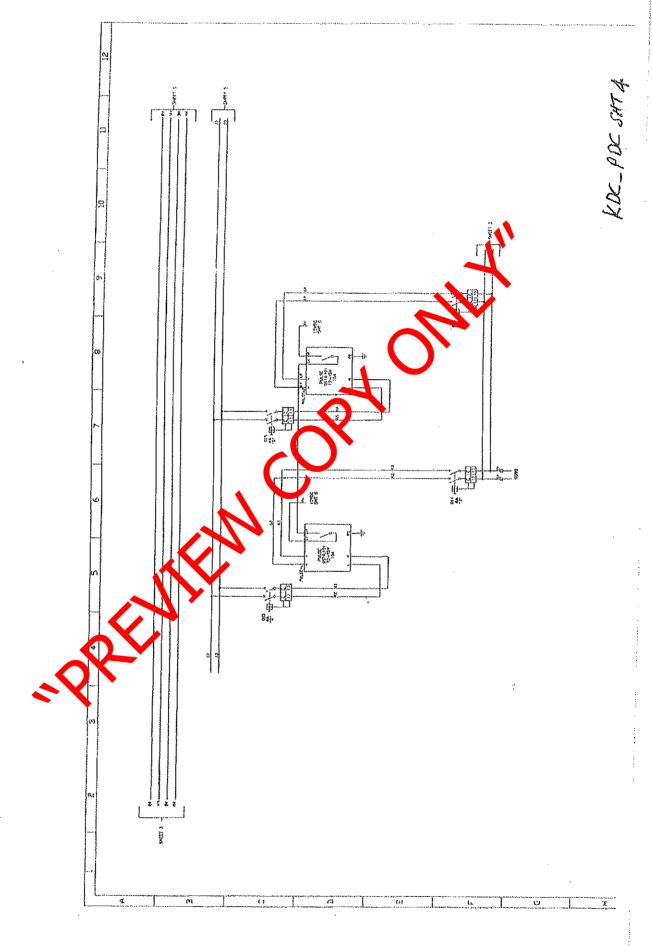
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