

Transnet Request for Quotation No ERACES 3887-22148 For the design, supply, installation and maintenance of an indoor GSM pepper gas spray alarm system at substation and step-down transformers in Polokwane for a period of one year on lease agreement

TRANSNET FREIGHT RAIL

An Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

REQUEST FOR QUOTATION [RFQ] FOR THE DESIGN, SUPPLY, INSTALLATION AND MAINTENANCE OF AN INDOOR GSM PEPPER GAS SPRAY ALARM SYSTEM AT SUBSTATION AND STEP-DOWN TRANSFORMERS IN POLOKWANE FOR A PERIOD OF ONE YEAR ON LEASE AGREEMENT

RFQ NUMBER ERACES 3887-22148
ISSUE DATE: 08 AUGUST 2016
CLOSING DATE: 23 AUGUST 2016
CLOSING TIME: 10:00
BID VALIDITY PERIOD: 30 NOVEMBER 2016

PLEASE BRING A VALID TENDER DOCUMENT ON THE DAY OF THE BRIEFING SESSION OTHERWISE RESPONDENTS WILL NOT BE ALLOWED TO BID.

PLEASE NOTE: RESPONDENTS TO WEAR PROTECTIVE SAFETY BOOTS AND REFLECTIVE VESTS DURING SITE VISIT.

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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**].

DESCRIPTION	For the design, supply, installation and maintenance of an indoor GSM pepper gas spray alarm system at substation and step-down transformers in Polokwane for a period of one year lease agreement
BID FEE AND BANKING DETAILS	This RFQ is issued free of charge.
INSPECT / COLLECT DOCUMENTS FROM	The office of Transnet Freight Rail Advice Centre Nzasm Building Ground Floor, Room G16 Cnr No.6 Minnaar and Paul Kruger Street Pretoria 0001
ISSUE DATE AND COLLECTION DATE DEADLINE	Between 07:30 and 15:00 from 08 August 2016 until 15 August 2016
COMPULSORY BRIEFING SESSION	Yes Refer to paragraph 2 for details.
CLOSING DATE	10:00 on Tuesday 23 August 2016 Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
VALIDITY PERIOD	30 November 2016 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.
SUPPLIER REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)	In terms of paragraph 3 of the NATIONAL TREASURY SCM INSTRUCTION NO 4 OF 2016/2017, which became effective on 1 May 2016, [Transnet] must ensure that 3.1.1 Suppliers [of Transnet] are registered on the Central Supplier Database [CSD] before any procurement related activities commences; 3.1.2 The CSD can be used as the single and only list of prospective suppliers for [Transnet] Furthermore, according to paragraph 5.6 Transnet may only award bids to suppliers after verifying that the supplier is registered as prospective suppliers on the National Treasury Central Supplier Database. Please ensure that you register your company on the CSD by following these steps: Step 1: Access the CSD site on https://secure.csd.gov.za/ Step 2: Register a new CSD account https://secure.csd.gov.za/Account/Register Step 3: Receive an activation email and click activate account Step 4: Activate account by requesting and entering the OTP

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	<p>Step 5: Log in the CSD Step 6: Complete supplier identification information Step 7: Complete contact information Step 8: Complete address information Step 9: Complete bank account information Step 10: Complete tax information Step 11: Complete directors/members information (if non-CIPC company) Step 12: Complete associations (if relevant) Step 13: Complete commodities information Step 14: Complete B-BBEE information (future phase) Step 15: Maintain users Step 16: Complete notification information Step 17: Complete accreditations Step 18: Click on submit Step 19: A CSD supplier number and unique registration reference number is auto-generated and communicated</p>
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Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.

2 FORMAL BRIEFING

The compulsory RFQ briefing will be conducted at Transnet Freight Rail, Cnr Church and Hospital Street, Infra Boardroom, Polokwane behind Game Shopping Centre, on Tuesday, 16 August 2016, at 11h00, for a period of ± 45 minutes. After the briefing session one site will be visited, the Nirvana (NRN) site will be visited and it is compulsory.

[Respondents to provide own transportation and accommodation]. The briefing session will start punctually at 11h00 and information will not be repeated for the benefit of Respondents arriving late.

Contact person for technical and directions enquiries: Mr Levy Masemola Tel: 015 299 6441/083 297 4609

- 2.1 A Certificate of Attendance in the form set out in Section 9 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 RQ document in their possession will not be allowed to attend the RFQ briefing.
- 2.4 Respondents to bring their safety boots and reflective vests as various operational sites will be visited after the briefing session.

3 QUOTATION SUBMISSION

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

The Secretariat, Transnet Acquisition Council

RFQ No: ERACES3887-22148

Description For the design, supply, installation and maintenance of pepper gas spray alarm system at substation and step-down transformers in Polokwane for a period of one year on lease agreement

Closing date and time: 23 August 2016

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 to be deposited in the Transnet tender box which is located in the foyer on the ground floor, Nzasm Building, Cnr No.6, Minnaar and Paul Kruger Street, Pretoria, and should be addressed as follows:

THE SECRETARIAT
TRANSNET ACQUISITION COUNCIL
Nzasm Building
Ground Floor, Foyer
Cnr No.6 Minnaar and Paul Kruger Street
Pretoria
0001

- a) The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 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 from 7h00 to 16h00, 5 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
Nzasm Building
Ground Floor, Room G16
Cnr No.6 Minnaar and Paul Kruger Street
Pretoria
0001

- 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 Certificate.

The value of this bid is estimated not to exceed R1 000 000 (all applicable taxes included); and therefore the 80/20 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-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.

5.1 B-BBEE Joint Ventures or Consortiums

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, the 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 written 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 JV or 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 Facilitators¹.

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 subcontractor 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

¹ 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.

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-Respondent/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 Transnet's response to such a query will then be made available to the other Respondents who have collected RFQ documents. For this purpose Transnet 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 Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.
- 6.2 After the closing date of the RFQ, a Respondent may only communicate with the Secretariat of the Transnet Acquisition Council, at telephone number 012 315 4122, email morris.mhlongo@transnet.net on any matter relating to its RFQ Quotation.
- 6.3 Respondents are to note 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 RFQ 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 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 RFQ shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

8.6 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 advised 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 modify the RFQ's Services and request Respondents to re-bid on any such changes;
- 10.2 reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- 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-RFQ 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 70% to 60% if no Bidders pass the predetermined minimum threshold in respect of Technical.

Kindly note that Transnet will not reimburse any Respondent for any preparatory 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 Legal Counsel, prior to consideration for an award of business.

12 NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

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

National Treasury	Unique Vendor Number	Yes/No
Central Supplier Database		

In the Yes/No column above, please confirm your registration by providing your National Treasury Unique Vendor Number

**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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Section 2: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 PROJECT WORK SPECIFICATION

1.1 This specification covers the requirements for the design, supply, installation, and maintenance of an indoor GSM Pepper Gas Spray Alarm System to be used in 25kv A.C and 11kv A.C substations rooms, based on a lease for a period of one year.

1.1.1 Service Conditions

1.1.1.1 Environmental Condition

The equipment/material shall be designed for operation under the following conditions

1.1.1.2 Altitude – 0 to 1800m above sea level.

1.1.1.3 Ambient temperature – minus (-10) degrees Celsius to plus (+) 45 degrees Celsius

1.1.1.4 Relative humidity – As high as 90%.

1.1.1.5 Lightning – More than 10 flashes/km² /annum.

1.2 POWER SUPPLY

1.2.1 The equipment shall be capable of working of an auxiliary supply with power waveform caused thyristor controlled Locomotive, line switching and lightning induced surges.

- A total harmonic voltage distortions figure of 27% must be catered for.
- Special attention must be given to lightning protection.
- Respondents are to provide comprehensive detail of protection circuitry.
- The battery backup shall be able to provide power to the alarm system circuitry for at least 3(three) days without being changed in case of power interruption.

1.3 INSTALLATION AND WIRING

1.3.1 All wiring shall comply with SANS 10142.

1.3.2 All materials and components used shall be of high quality and installation work shall be of high standard of workmanship, carried out under proper supervision of experienced and competent officers.

1.3.3 Components or materials that do not bear the SANS mark shall be approved by Transnet Freight Rail prior to installation.

1.3.4 The route of trenches shall be approved by a Transnet Freight Rail representative.

1.3.5 Care shall be taken not damage the existing materials, including contaminating ballast stones, during excavation.

1.3.6 Minimum depth for trenches shall be 600mm.

1.3.7 The complete electrical installation shall be property earthed, in accordance with the requirements of standard regulation for the wiring of premises SANS10142.

1.3.8 The respondents shall ensure that the pepper gas spray alarm system interfaces with the existing installation, where there is a newly installed alarm.

1.4 ARMING AND DISARMING

1.4.1. Arming and disarming of the alarm system shall be via SMS or Transponders (Tags).

- 1.4.2. Valid tags shall be arm and disarm alarm system when placed near the receiver.
- 1.4.3. It should be able to deactivate lost tags.
- 1.4.4. The receiver shall have an indication light to show whether it is activated or not.
- 1.4.5. The number of receivers required per site shall be one per substation at the main entrance door.

1.5 DESIGN

- 1.5.1. Door guards and passive infrared detectors supplied, shall be suitable for indoor use.
- 1.5.2. The positions and number of motion-detectors shall be one per substation cubicle.
- 1.5.3. The system shall use cellular phones and telecontrol infrastructure to convey unauthorised movement.
- 1.5.4. Only authorised users using designed sim cards shall be able to access the system via SMS >
- 1.5.5. The system shall allow programming either via SMS (remotely) or on site.
- 1.5.6. Each tag must have a unique identity which will enable the control box to identify the user.

1.6 CONTROL BOX

- 1.6.1. The control box shall be able to send signal via sms and tel control.
- 1.6.2. If alarm is activated, the control box
 - Activate the siren, (shall be on for 3 minutes and off for 1 minutes) until it is reset manually or via a sms signal.
 - Activate the strobe light on top of the building, for the duration of the siren.
 - Send a signal (indicating the name of the location of the site) to the dedicated phones, response teams and the server (computer) located at electrical control room.
 - Activate the gas actuators to release the pepper spray.
- 1.6.3. Control Box shall be able to monitor and report on the following,
 - Low Battery.
 - Power Failure.
 - Low level of pepper gas (to be dedicated from number of previous activations)
 - Low air time
 - Any fault.
- 1.6.4. Should it occur that the alarm is not armed when all doors are closed and no movement person is detected in any of the protected zones, the control box shall be automatically arm the system after the period of 20 minutes has lapsed?
- 1.6.5. The control box shall be able to log events chronically at the server located at electrical control room.
- 1.6.6. The control box shall be capable running up to four additional receivers as these maybe required to arm and disarm the system from more than one point.
- 1.6.7. Adequate circuit protection shall be provided for the system (over-voltage, over current, etc.)
- 1.6.8. Control box shall have enough free space to expand the system for future plans.

1.7 CANISTER AND PEPPER GAS

- 1.7.1 The canister must be of refillable / replaceable gas cylinder type and shall comply with SANS10220.
- 1.7.2 The pepper gas formula shall be SANS approved and proof and must be submitted with RFQ document.
- 1.7.3 The pepper gas shall not have any effect on substation equipment.
- 1.7.4 The gas must be non-flammable type.
- 1.7.5 The inhalation, skin and eye contact with pepper gas shall be highly irritating.
- 1.7.6 The pepper gas shall last for up to a 1 hour

1.8 NETWORK

- 1.8.1 Cellular network to be used shall be approved by Transnet Freight Rail.
- 1.8.2 Messaging service shall not be of the general public service.
- 1.8.3 The telecontrol /CS90 system shall be used as a back-up to a cellular network.
- 1.8.4 In case of cellular network failure, alarm signals shall be relayed by use of telecontrol/CS90 system.

1.9 HARDWARE AND SOFTWARE REQUIREMENTS

- 1.9.1 Software is subjected to Transnet Freight Rail.
- 1.9.2 The software shall have full report writing capabilities.
- 1.9.3 The number of tags must be 20 per depot.
- 1.9.4 Provision shall be made for the supply, installation, training and testing of the SMS receiver at the control room.

1.10 LEASING AGREEMENT

- 1.10.1 The respondents shall enter into a leasing agreement with Transnet Freight Rail for the minimum of one year.
- 1.10.2 The respondents shall ensure that the pepper gas alarm systems are fully maintained and functional.

1.11 TENDERING PROCEDURE

- 1.11.1 Respondents shall indicate clause-by-clause compliance with this specification as well as the relevant equipment specifications.
- 1.11.2 Respondents may submit alternative offers of equipment considered being equal to or better standard compared to that specified in this specification, however, approval of this shall be of Transnet Freight Rail direction.
- 1.11.3 Such offers shall be accompanied by full, detailed documentation indicating the suitability of the components supplied.
- 1.11.4 Transnet Freight Rail reserves the right to request the respondent to run tests in order to prove the suitability of alternative equipment prior to approval.
- 1.11.5 Failure to comply with the above requirements may preclude an RFQ from consideration

1.12 ADDITIONAL INFORMATION

- 1.12.1 Respondents shall submit detailed descriptive literature, specifications, equipment schedules, layout of the equipment, etc. covering the equipment offered.

1.12.2 The respondent shall clean the relay room if the pepper gas over sprayed.

1.13 TESTS AND COMMISSIONING

- 1.13.1 All prescribed tests shall be carried out on equipment as well as the testing of installation, by the respondents, before commissioning.
- 1.13.2 Transnet Freight Rail representative shall be present to witness such tests on the equipment and installation.
- 1.13.3 The respondents shall list commissioning tests to be conducted on components offered.
- 1.13.4 The respondents shall give Transnet Freight Rail a notice of 5 working days before the day of tests.

1.14 REQUIREMENTS OF THE CURRENT CONTROL CENTRE OR A PROPOSED CONTROL CENTRE

- 1.14.1 Location of the current control centre or a proposed control centre must be specified
- 1.14.2 The current control centre or proposed control centre must have personnel monitoring the sites on the 24 hour basis.
- 1.14.3 The activated alarms from the 10 sites must be transferred to the current control centre or proposed control centre.
- 1.14.4 The current control centre or proposed control centre must have at least one operational telephone to call Transnet nerve centres when an alarm is activated.

1.15 TRAINING

- 1.15.1 The respondent will provide all the necessary training to the client's personnel with regards to the technology assistance.

1.16 MONTHLY MAINTENANCE COSTS

1.16.1 The maintenance costs should include the following

- Refill of gas canister placed in substations
- Callout on standby costs

1.17 Reliability and availability

- 1.17.1 The system must be available 24 hours and 7 days a week.

1.18 MINIMUM PLANT AND EQUIPMENT REQUIRED

- 1.18.1 1 Ton bakkie
- 1.18.2 Tool box with basic tools
- 1.18.3 Programmer for the tags or remotes

1.19 Health, risk and safety plan

The respondents tendering for this project must make sure that they are covering the following points when compiling their health, risk and safety plan.

Part A: Health and safety Plan

1.19.1 SHE Management Structure

1.19.1.1 Health and Safety Representative (Section 17 of OHS Act).

1.19.2 Education and Training

1.19.2.1 Induction training.

1.19.2.2 Site Specific Training.

1.19.3 Health and Safety Communications

1.19.3.1 Safety/Toolbox talks.

1.19.3.2 Incident Recall.

1.19.4 Safe Working Procedures and Methods

1.19.4.1 Method Statements.

1.19.4.2 Safe Operating Procedures.

1.19.4.3 Task/Job observations.

1.19.5 Personal Protective Equipment and Clothing

1.19.5.1 PPE required after all other controls have been considered.

1.19.5.2 PPE proof of issue.

Part B. Environmental Management Plan

Note: TFR will obtain Environmental authorization (EIA and EMP) and permits from the relevant authority (when necessary) prior to commencement of the project (e.g. Construction)

1.19.5.3 Control of Dust.

1.19.5.4 Soil Contamination.

1.19.5.5 Waste Management

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.*

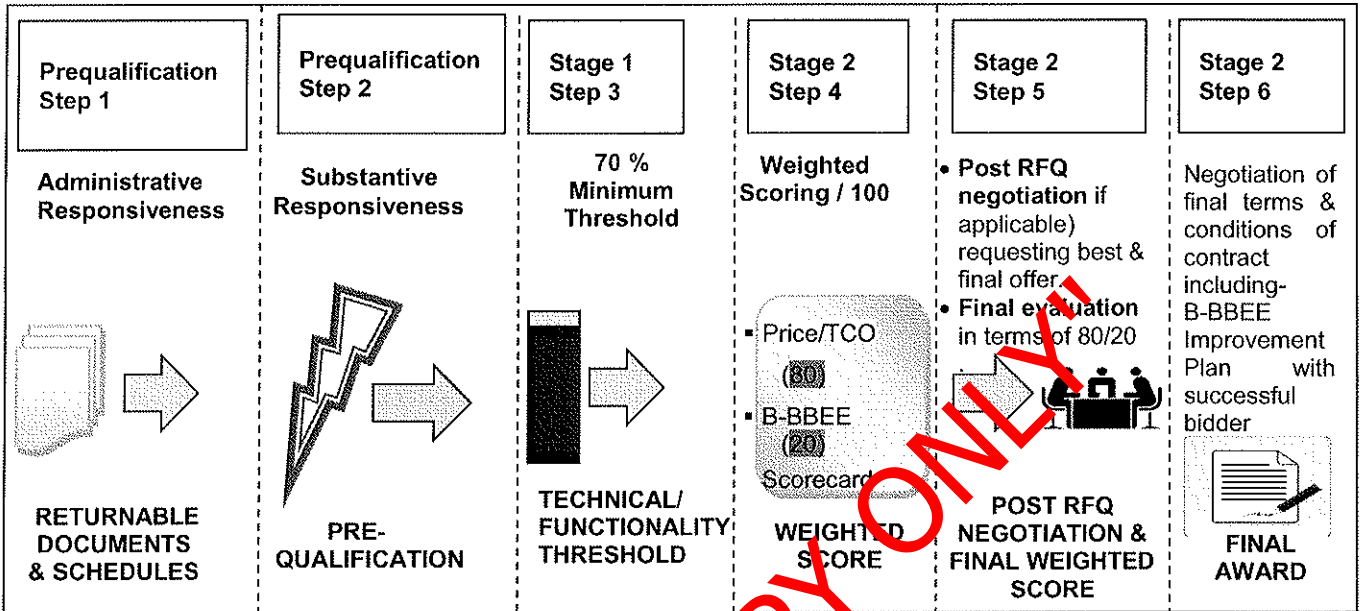
3 GENERAL SUPPLIER OBLIGATIONS

3.1 The Supplier(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or in directly employed by them.

3.2 The Supplier(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 PREQUALIFICATION STAGE ~ STEP ONE: Test for Administrative Responsiveness (Returnable Documents)

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFQ Reference
<ul style="list-style-type: none"> Whether the Bid has been lodged on time 	Section 1 paragraph 3
<ul style="list-style-type: none"> Whether all Essential Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time <ul style="list-style-type: none"> ~ A valid letter of good standing with the Compensation Commissioner issued by Department of Labour ~ Original and valid Tax clearance certificate ~ Valid certified B-BBEE Accreditation Certification ~ B-BBEE Preference Claim Form 	Section 4
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	Section 4

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 PREQUALIFICATION STAGE ~ STEP TWO: Test for Substantive Responsiveness to RFQ (Mandatory)

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

Check for substantive responsiveness	RFQ Reference
<ul style="list-style-type: none"> Whether any general pre-qualification criteria set by Transnet, have been met 	Section 4
<ul style="list-style-type: none"> Whether the Bid contains a priced offer 	Section 3
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given. (A fully completed clause by clause statement of compliance to the special conditions and the project specification) 	All Sections Section 13, Page 45-49
<ul style="list-style-type: none"> Whether the compulsory information /site briefing session was attended 	Section 1, paragraphs 2.1 & section 9
<ul style="list-style-type: none"> A design of current control centre or a proposed control centre with commitment Proof of current control centre or proposed control centre 	Section 2, paragraph 1.14
<ul style="list-style-type: none"> A valid registered certificate with Private Security Industry Regulatory Authority 	Section 4. (point(a))

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

4.3 STAGE 1 ~ STEP 3: Minimum Threshold 70% for Technical Criteria

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

Technical Criteria	% Weightings	RFQ Reference
<ul style="list-style-type: none"> A design of the system on offer (proof of detailed design) 	50%	Section 12, Page 44
<ul style="list-style-type: none"> Experience (details of areas where the system was implemented and operated) 	30%	Section 3, Page 23
<ul style="list-style-type: none"> Health, risk and safety plan (according to the list of requirements in the RFQ) 	20%	Section 11, Page 43
Total Weighting:	100%	
Minimum qualifying score required:	70%	

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

Points	Interpretation
0	Non-Responsive
1	Poor
2	Average
3	Good
4	Very good
5	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 final evaluation

4.4 STAGE TWO ~ STEP 4: Evaluation and Final Weighted Scoring (Price and B-BBEE)

- a) **Price Criteria** [Weighted score **80** points]:

Evaluation Criteria	RFQ Reference
• Commercial offer	Section 3

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

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

- Ps* = Score for the Bid under consideration
- Pt* = Price of Bid under consideration
- Pmin* = Price of lowest acceptable Bid

- b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 20 points]

- B-BBEE - current scorecard / B-BBEE 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	Minimum Percentage [%]
Technical / functionality	70%

Evaluation Criteria	Final Weighted Scores
Price	80%
B-BBEE - Scorecard	20%
TOTAL SCORE:	100%

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

Transnet reserves the right to conduct post RFQ negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should Transnet conduct post RFQ 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 80/20.

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 material complaint in respect of RFQs exceeding R5million [five million S.A. Rand] in value. Should a Respondent 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 himself/herself with the Terms of Reference OF the Ombudsman which are available for review at Transnet's website www.transnet.net.

An official complaint form may be downloaded from this website 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 Transnet Operating 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.

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Section 3: SCHEDULE OF QUANTITIES AND PRICES

Respondents are required to complete the table below:

Item	Description	Qty	Unit	Price Per month	Rate per unit	Sub Total Year	Total Price amount
1	NIRVANA SUB(NRV)						
1.1	Installation cost/site 1unit	1	Sum	Once off costs			
1.2	De-installation cost /site 1 unit	1	Sum				
1.3	Monthly Rental and Maintenance 1 unit	12	months				
2	SANDRIVIER TSS (SRR)						
2.1	Installation cost/site 1 unit	1	Sum	Once off costs			
2.2	De-installation cost /site 1 unit	1	Sum				
2.3	Monthly Rental and Maintenance 1 unit	12	months				
3	MIDDELFFONTEIN						
3.1	Installation cost/site 1 unit	1	Sum	Once off costs			
3.2	De-installation cost /site 1 unit	1	Sum				
3.3	Monthly Rental and Maintenance 1 unit	12	months				
4	NYLSTROOMSUB(NSR)						
4.1	Installation cost/site 1 unit	1	Sum	Once off costs			
4.2	De-installation cost /site 1 unit	1	Sum				
4.3	Monthly Rental and Maintenance 1 unit	12	months				
5	BOEKENHOUT SUB (BKO)						

Respondent's Signature

Date & Company Stamp

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5.1	Installation cost/site 1 unit	1	Sum	Once off costs			
5.2	De-installation cost /site 1 unit	1	Sum				
5.3	Monthly Rental and Maintenance 1 unit	12	months				
6	NYLSTROOM SUB (NSR)						
6.1	Installation cost/site 1 unit	1	Sum	Once off costs			
6.2	De-installation cost /site 1unit	1	Sum				
6.3	Monthly Rental and Maintenance 1 unit	12	months				
7	WARMBAD SUB (WSR)						
7.1	Installation cost/site 1 unit	1	Sum	Once off costs			
7.2	De-installation cost /site unit	1	Sum				
7.3	Monthly Rental and Maintenance 1 unit	12	months				
8	CODRINGTON TSS (CIG)						
8.1	Installation cost/site 1 unit	1	Sum	Once off costs			
8.2	De-installation cost /site unit	1	Sum				
8.3	Monthly Rental and Maintenance 1 unit	12	months				
9	PIENAARSRIVIER SUB (PVR)						
9.1	Installation cost/site 1 unit	1	Sum	Once off costs			
9.2	De-installation cost /site unit	1	Sum				
9.3	Monthly Rental and Maintenance 1 unit	12	months				
10	ROOIWAL SUB (RWL)						
10.1	Installation cost/site 1 unit	1	Sum	Once off costs			
10.2	De-installation cost /site unit	1	Sum				
10.3	Monthly Rental and Maintenance 1 unit	12	months				

Respondent's Signature

Date & Company Stamp

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- 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.

Acceptance 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:

3.1 Quality and specification of Services delivered:

3.2 Continuity of supply:

3.3 Compliance with the Occupational Health and Safety Act, 85 of 1993:

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5 FINANCIAL STABILITY

Respondents are required to submit their latest audited financial statements for the past 3 years with their Quotation in order to enable Transnet to establish financial stability.

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: QUOTATION FORM AND LIST OF RETURNABLE DOCUMENTS

I/We _____

[name of entity, company, close corporation or partnership] of [full address]

carrying on business trading/operating as

represented by _____

in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated _____ to enter into, sign execute and complete any documents relating to this Quotation and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should Transnet decide to enter into Post RFQ Negotiations with shortlisted bidder(s).

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I/We hereby offer to supply the abovementioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFQ documents.

I/We agree to be bound by those conditions in Transnet's:

- (i) Master Agreement;
- (ii) General Bid Conditions – Services; and
- (iii) 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 in the letter of award/intent, 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.

Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of intent [the **Letter of Intent**], this Quotation [and, if any, its covering letter and any subsequent exchange 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.

Respondent's Signature

Date & Company Stamp

Returnable document

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 maximum period of three months only.

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 may 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 its *domicilium 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 November 2016** against this RFQ.

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

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [C.C.] on whose behalf the RFQ is submitted.

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

Respondent's Signature

Date & Company Stamp

RETURNABLE DOCUMENTS

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent.

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

a) Mandatory Returnable Documents

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

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

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 3 : Pricing and Delivery Schedule	
SECTION 9 : Certificate of attendance of compulsory/ RFQ Briefing site session	
SECTION 13: Clause by clause statement of compliance to project specification	
<ul style="list-style-type: none"> A design of current control centre or a proposed control centre with commitment Proof of current control centre or proposed control centre 	
<ul style="list-style-type: none"> A valid registered certificate with Private Security Industry Regulatory Authority 	

b) Essential Returnable Documents

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 essential Returnable Documents may result in a Respondent's disqualification at Transnet's sole discretion. Bidders are therefore urged to ensure that all 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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
SECTION 4 : Quotation Form and List of Returnable documents	
<ul style="list-style-type: none"> 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. 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

- 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	
- 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 8: B-BBEE Improvement Plan	
SECTION 10 : Schedule of Plant and Equipment	
SECTION 11 : Health, Risk and Safety Plan	
SECTION 12: Design of the system offered	

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 DOCUMENTS	SUBMITTED [Yes or No]
A design of current centre or a proposed centre with commitment. Respondents shall submit detailed descriptive literature, specifications, equipment schedules, layout of the equipment, etc., covering the equipment offered.	
Health, risk and safety plan according to list of the requirements in the RFQ	
Pepper gas formula	

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.

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

Respondent's Signature

Date & Company Stamp

Returnable document

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.

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*
- 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 vendors only).
- 7 E4B - Minimum Communal Health Requirements*
- 8 E4E – Safety arrangements and Procedural compliance (Act 85 of 1993) and applicable regulations*
- 9 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 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).

***(available on Transnet’s website or upon request)**

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

Respondent’s Signature

Date & Company Stamp

Returnable document

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____ TELEPHONE: _____

DESIGNATION: _____ CELL PHONE: _____

FACSIMILE: _____

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Respondent's Signature

Date & Company Stamp

Section 5: RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [RFQ];
3. we have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Services as well as Transnet information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
6. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
7. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet Group.
8. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

FULL NAME OF OWNER/MEMBER/DIRECTOR/
PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

[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]

Respondent's Signature

Date & Company Stamp

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

12. We further hereby certify that *I/we* (the bidding entity and/or any of its directors, members or partners) **have/have not been** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

DATE OF BREACH: _____

Furthermore, *I/we* acknowledge that Transnet SOC Ltd reserves the right to exclude any Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at _____ on this _____ day of _____ 20__

For and on behalf of	AS WITNESS:

duly authorized hereto	
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC
Place:	Registration Name of Company/CC

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 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;
- 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 Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 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 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 RFQ will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

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

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the

entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

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

5. B-BBEE STATUS AND SUBCONTRACTING

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

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

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

5.2 **Subcontracting:**

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

If YES, indicate:

- (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
 - 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 Respondent 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 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 forward the matter for criminal prosecution.

WITNESSES:

- 1.
- 2.

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME:

ADDRESS:.....

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Section 8: B-BBEE IMPROVEMENT PLAN

Transnet encourages its Suppliers to constantly strive to improve their B-BBEE rating and requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate whether they will maintain or improve their BBEE status over the contract period.

Additional contractual requirements

Should a contract be awarded through this RFP process, the successful Respondent(s) may be contractually committed, *inter alia*, to the following conditions:

- a) The original B-BBEE Improvement Plan may require certain additions or updates in order to ensure that Transnet is satisfied that developmental objectives will be met.
- b) The Supplier will need to ensure that the relevant mechanisms and procedures are in place to allow Transnet access to information to measure and verify the Supplier's compliance with its stated B-BBEE Improvement commitments.
- c) The Supplier will be required to provide:
 - (i) quarterly status reports for Transnet; and
 - (ii) a final B-BBEE Improvement Plan report, to be submitted to Transnet prior to the expiry date of the contract, detailing delivery, implementation and completion of all B-BBEE Improvement components.
- d) All information provided by the Supplier in order to measure its progress against its stated targets will be auditable.

Respondents are requested to submit their B-BBEE Improvement Plan as an **additional document** with their Proposals by completion of **Annexure A** appended hereto. [Refer Annexure A for further instructions]

Section 9: CERTIFICATE OF ATTENDANCE OF RFQ AND SITE BRIEFING

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ [name of entity]
attended the compulsory RFQ briefing session in respect of the proposed Services to be rendered in terms of this RFQ on _____ 20__

PLACE _____

TIME _____

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

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Section 10: SCHEDULE OF PLANT AND EQUIPMENT

Schedule of major plant and equipment to be used in the execution of this agreement in terms of the Agreement Conditions and specifications.

i) **Plant immediately available for work tendered for:**

(ii) **Plant on order and which will be available for work tendered for:**

(iii) **Plant to be acquired for the work tendered for:**

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Section 1.1: HEALTH, RISK AND SAFETY PLAN

Respondents are required to submit the health, risk and safety plan as per requirements listed in section 2. Please submit a separate attachment with the RFQ.

YES	
-----	--

NO	
----	--

If it not provided, it will have a negative influence on your technical evaluation scoring.

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Section 12: A DESIGN OF THE SYSTEM OFFERED

PLEASE INDICATE IF A DESIGN OF THE SYSTEM IS SUBMITTED BY COMPLETING BELOW WITH YES OR NO

YES	
-----	--

NO	
----	--

If it not provided, it will have a negative influence on your technical evaluation scoring.

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Section 13: CLAUSE BY CLAUSE STATEMENT OF COMPLIANCE TO PROJECT SPECIFICATION

NB: Please complete in full in the columns provided by writing (Yes/Comply) or (No/Do not Comply)

Clause Nr	Yes/Comply	No/Does Not Comply	Comments/Reasons for non-compliance
1 PROJECT WORK SPECIFICATION			
Clause 1.1 This specification covers the requirements for the design, supply, installation, and maintenance of an indoor GSM Pepper Gas Spray Alarm System to be used in 25kv A.C Substation rooms, based on a lease for a period of one year.			
Clause 1.1.1 Service Conditions			
Clause 1.1.1.1 Environmental Condition. The equipment/material shall be designed for operation under the following conditions			
Clause 1.1.1.2 Altitude – 0 to 1800m above sea level.			
Clause 1.1.1.3 Ambient temperature – minus (-10) degrees Celsius to plus (+) 45 degrees Celsius			
Clause 1.1.1.4 Relative humidity – As high as 90%.			
Clause 1.1.1.5 Lightning – More than 10 flashes/km ² /an num.			
1.2 POWER SUPPLY			
Clause 1.2.1 The equipment shall be capable of working of an auxiliary supply with power waveform caused by resistor controlled Locomotive, line switching and lightning induced surges.			
- A total harmonic voltage distortions figure of 27% must be catered for.			
- Special attention must be given to lightning protection.			
- Respondents are to provide comprehensive details of protection circuitry.			
- The battery backup shall be able to provide power to the alarm system circuitry for at least 3(three) days without being changed in case of power interruption.			
1.3 INSTALLATION AND WIRING			
Clause 1.3.1 All wiring shall comply with SANS10142.			
Clause 1.3.2 All materials and components used shall be of high quality and installation work shall be of high standard of workmanship, carried out under proper supervision of experienced and competent officers.			
Clause 1.3.3 Components or materials that do not bear the SANS mark shall be approved by Transnet Freight Rail prior to installation.			

Clause 1.3.4 The route of trenches shall be approved by a Transnet Freight Rail representative.			
Clause 1.3.5 Care shall be taken not damage the existing materials, including contaminating ballast stones, during excavation.			
Clause 1.3.6 Minimum depth for trenches shall be 600mm.			
Clause 1.3.7 The complete electrical installation shall be property earthed, in accordance with the requirements of standard regulation for the wiring of premises SANS10142.			
Clause 1.3.8 The respondents shall ensure that the pepper gas spray alarm system interfaces with the existing installation, where there is a newly installed alarm.			
1.4 ARMING AND DISARMING			
Clause 1.4.1. Arming and disarming of the alarm system shall be via SMS or Transponders (Tags).			
Clause 1.4.2. Valid tags shall be arm and disarm alarm system when placed near the receiver.			
Clause 1.4.3. It should be able to deactivate lost tags			
Clause 1.4.4. The receiver shall have an indication light to show whether it is activated or not.			
Clause 1.4.5 The number of receivers required per site shall be one per substation at the main entrance door.			
1.5 DESIGN			
Clause 1.5.1. Door guards and passive infrared detectors supplied, shall be suitable for indoor use.			
Clause 1.5.2. The positions and number of motion-detectors shall be one per substation cubicle.			
Clause 1.5.3 The system shall use cellular phones and telecontrol infrastructure to convey unauthorised movement.			
Clause 1.5.4 Only authorised users using designed sim cards shall be able to access the system via SMS>			
Clause 1.5.5 The system shall allow programming either via SMS (remotely) or on site.			
Clause 1.5.6 Each tag must have a unique identity which will enable the control box to identify the user.			

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1.6 CONTROL BOX			
Clause 1.6.1 The control box shall be able to send signal via sms and telecontrol.			
Clause 1.6.2 If alarm is activated, the control box			
- Activate the siren, (shall be on for 3 minutes and off for 1 minute) until it is reset manually or via a sms signal.			
- Activate the strobe light on top of the building, for the duration of the siren.			
- Send a signal (indicating the name of the location of the site) to the dedicated phones, response teams and the server (computer) located at electrical control room.			
- Activate the gas actuators to release the pepper spray.			
Clause 1.6.3 Control Box shall be able to monitor and report on the following,			
- Low Battery.			
- Power Failure.			
- Low level of pepper gas(to be dedicated from number of previous activations)			
- Low air time			
- Any fault.			
Clause 1.6.4 Should it occur that the alarm is not armed when all doors are closed and no movement person is detected in any of the protected zones, the control box shall be automatically arm the system after the period of 20 minutes has lapsed?			
Clause 1.6.5 The control box shall be able to log events chronically at the server located at electrical control room			
Clause 1.6.6 The control box shall be capable running up to four additional receivers as these maybe required to arm and disarm the system from more than one point			
Clause 1.6.7 Adequate circuit protection shall be provided for the system (over-voltage, over-current,etc.)			
Clause 1.6.8 Control box shall have enough free space to expand the system for future plans.			
1.7 CANISTER AND PEPPER GAS			
Clause 1.7.1 The canister must be of refillable / replaceable gas cylinder type and shall comply with SANS10220.			
Clause 1.7.2 The pepper gas formula shall be SANS approved and proof and must be submitted with tender document.			
Clause 1.7.3 The pepper gas shall not have any effect on substation equipment.			
Clause 1.7.4 The gas must be non-flammable type.			

Clause 1.7.5 The inhalation, skin and eye contact with pepper gas shall be highly irritating.			
Clause 1.7.6 The pepper gas shall last for up to an 1 hour			
1.8 NETWORK			
Clause 1.8.1 Cellular network to be used shall be approved by Transnet Freight Rail.			
Clause 1.8.2 Messaging service shall not be of the general public service.			
Clause 1.8.3 The telecontrol /CS90 system shall be used as a back-up to a cellular network.			
Clause 1.8.4 In case of cellular network failure, alarm signals shall be relayed by use of telecontrol/CS90 system.			
1.9 HARDWARE AND SOFTWARE REQUIREMENTS			
Clause 1.9.1 Software is subjected to Transnet Freight Rail.			
Clause 1.9.2 The software shall have full report writing capabilities.			
1.9.3 The number of tags must be 20 per depot.			
Clause 1.9.4 Provision shall be made for the supply, installation, training and testing of the SMS receiver at the control room.			
1.10 LEASING AGREEMENT			
Clause 1.10.1 The respondents shall enter into a leasing agreement with Transnet Freight Rail for the minimum of one year.			
Clause 1.10.2 The respondents shall ensure that the pepper gas alarm systems are fully maintained and functional.			
1.11 TENDERING PROCEDURE			
Clause 1.11.1 Respondents shall indicate clause-by-clause compliance with this specification as well as the relevant equipment specifications.			
Clause 1.11.2 Respondents may submit alternative offers of equipment considered being equal to or better standard compared to that specified in this specification, however, approval of this shall be of Transnet Freight Rail direction.			
Clause 1.11.3 Such offers shall be accompanied by full, detailed documentation indicating the suitability of the components supplied.			
Clause 1.11.4 Transnet Freight Rail reserves the right to request the respondent to run tests in order to prove the suitability of alternative equipment prior to approval.			
Clause 1.11.5 Failure to comply with the above requirements may preclude an RFQ from consideration			
1.12 ADDITIONAL INFORMATION			
Clause 1.12.1 Respondents shall submit detailed descriptive literature, specifications, equipment schedules, layout of the equipment, etc.			

covering the equipment offered.			
Clause 1.12.2 The respondent shall clean the relay room if the pepper gas sprayed.			
1.13 TESTS AND COMMISSIONING			
Clause 1.13.1 All prescribed tests shall be carried out on equipment as well as the testing of installation, by the respondents, before commissioning			
Clause 1.13.2 Transnet Freight Rail representative shall be present to witness such tests on the equipment and installation.			
Clause 1.13.3 The respondents shall list commissioning tests to be conducted on components offered.			
Clause 1.13.4 The respondents shall give Transnet Freight Rail a notice of 5 working days before the day of tests.			
1.14 REQUIREMENTS OF THE CURRENT CONTROL CENTRE OR A PROPOSED CONTROL CENTRE			
Clause 1.14.1 Location of the current control centre or a proposed control centre must be specified			
Clause 1.14.2 The current control centre or proposed control centre must have personnel monitoring the sites on the 24 hour basis.			
Clause 1.14.3 The activated alarms from the 10 sites must be transferred to the current control centre or proposed control centre.			
Clause 1.14.4 The current control centre or proposed control centre must have at least one operational telephone to call Transnet nerve centres when an alarm is activated.			
1.15 TRAINING			
Clause 1.15.1 The respondent will provide all the necessary training to the client's personnel with regards to the technology assistance.			
1.16 MONTHLY MAINTENANCE COSTS			
Clause 1.16.1 The maintenance costs should include the following <ul style="list-style-type: none"> • Refill of gas canisters placed in substations • Callout on standby costs 			
1.17 Reliability and availability			
Clause 1.17.1 The system must be available 24 hours and 7 days week			
1.18 MINIMUM PLANT AND EQUIPMENT REQUIRED			
Clause 1.18.1 1 Ton bakkie			
Clause 1.18.2 Tool box with basic tools			
Clause 1.18.3 Programmer for the tags or remotes			



ANNEXURE A: B-BBEE IMPROVEMENT PLAN

Transnet encourages its Suppliers/Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which their ownership, management control, Supplier Development, Preferential Procurement and Enterprise Development will be maintained or improved over the contract period.

Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals.

Respondents are to insert their current status (%) and future targets (%) for the B-BBEE Improvement Plan [i.e. not the % change but the end-state quantum expressed as a percentage] in the table below. This will indicate how you intend to sustain or improve your B-BBEE rating over the contract period. On agreement, this will represent a binding commitment to the successful Respondent.

Transnet reserves the right to request supporting evidence to substantiate the commitments made in the B-BBEE Improvement Plan.

OWNERSHIP INDICATOR	Required Responses	Current Status (%)	Future Target (%)
1. The percentage of the business owned by Black ¹ persons.	Provide a commitment based on the extent to which ownership in the hands of Black persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.		
2. The percentage of your business owned by Black women.	Provide a commitment based on the extent to which ownership in the hands of Black women as a percentage of total ownership of the organisation would be sustained or increased over the contract period.		
3. The percentage of the business owned by Black youth ²	Provide a commitment based on the extent to which ownership in the hands of Black youth as a percentage of total ownership of the organisation would be sustained or increased over the contract period.		
4. The percentage of the business owned by Black persons living with disabilities	Provide a commitment based on the extent to which ownership in the hands of Black disabled persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.		
5. New Entrants ³ (Early stage business)	Provide a commitment based on the extent to which new entrants will be supported over the contract period.		

1 "Black" means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003

2 "Black youth" means Black persons from the age of 16 to 35

3 "New Entrants" means an early stage business which is similar to a start-up. However, an early stage business is typically 3 years old or less.

Transnet RFQ ERACES 3887-22148 For the design, supply, installation and maintenance of an indoor gas pepper gas spray alarm system at substation and step-down transformers in Polokwane for a period of one year on lease agreement

MANAGEMENT CONTROL INDICATOR	Required Responses	Current Status (%)	Future Targets (%)
6. The percentage of Black Board members in relation to the total number of Board members	<i>Provide a commitment based on the extent to which the number of Black Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</i>		
7. The percentage of Black female Board members in relation to the total number of Board members	<i>Provide a commitment based on the extent to which the number of Black female Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</i>		
8. Black Executives directors as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
9. Black female Executives directors as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black female executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
Other Executive Management	Required Responses	Current Status (%)	Future Targets (%)
10. Black Executive Management as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
11. Black Female Executive Management as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black female executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
Senior Management	Required Response	Current Status (%)	Future Targets (%)
12. Black employees in Senior Management as a percentage of all senior management	<i>Provide the percentage of Blacks that would be appointed or retained by the Board and would be operationally involved in the day to day senior management of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of overall strategy, over the contract period.</i>		
13. Black female employees in Senior Management as a percentage of all senior management	<i>Provide the percentage of Black females that would be appointed or retained by the Board and would be operationally involved in the day to day senior management of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of overall strategy, over the contract period.</i>		

Respondent's Signature

Date & Company Stamp

Transnet RFQ ERACES 3887-22148 For the design, supply, installation and maintenance of an indoor gas pepper gas spray alarm system at substation and step-down transformers in Polokwane for a period of one year on lease agreement

Middle Management	Required Response	Current Status (%)	Future Targets (%)
14. Black employees in Middle Management as a percentage of all middle management	<i>Provide the percentage of Blacks that would be retained or appointed by the organisation in the middle management cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the day to day management of the organisation, over the contract period.</i>		
15. Black female employees in Middle Management as a percentage of all middle management	<i>Provide the percentage of Blacks females that would be retained or appointed by the organisation in the middle management cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the day to day management of the organisation, over the contract period.</i>		
Junior Management	Required Response	Current Status (%)	Future Targets (%)
16. Black employees in Junior management as a percentage of all junior management	<i>Provide a commitment based on the extent to which the number of Black Junior Managers as a percentage of the total junior Managers would be sustained or increased over the contract period.</i>		
17. Black female employees in Junior management as a percentage of all junior management	<i>Provide a commitment based on the extent to which the number of Black female Junior Managers as a percentage of the total junior Managers would be sustained or increased over the contract period.</i>		
Employees with disabilities	Required Response	Current Status (%)	Future Targets (%)
18. Black employees with disabilities as a percentage of all employees	<i>Provide a commitment based on the extent to which the percentage of Black disabled employees, in relation to the total of all employees in the organisation, would be sustained or increased over the contract period.</i>		
PREFERENTIAL PROCUREMENT INDICATOR	Required Responses	Current Status (%)	Future Targets (%)
19. B-BBEE procurement spend from all Empowering Suppliers ⁴ based on the B-	<i>Provide a commitment based on the extent to which B-BBEE spend from all Empowering Suppliers would be sustained</i>		

⁴ "Empowering Suppliers" means a B-BBEE compliant entity, which should meet at least three of the following criteria if it is a Large Enterprise or one if it is a QSE:
 (a) At least 25% of cost of sales excluding labour cost and depreciation must be procured from local producers or local supplier in SA, for service industry labour cost are included but capped to 15%.
 (b) Job creation - 50% of jobs created are for Black people provided that the number of Black employees since the immediate prior verified B-BBEE Measurement is maintained.
 (c) At least 25% transformation of raw material/beneficiation which include local manufacturing, production and/or assembly, and/or packaging.

Transnet RFQ ERACES 3887-22148 For the design, supply, installation and maintenance of an indoor gas pepper gas spray alarm system at substation and step-down transformers in Polokwane for a period of one year on lease agreement

<p>BBEE procurement recognition level as a percentage of total measured procurement spend</p>	<p><i>or increased over the contract period.</i></p>		
<p>20. 20 B-BBEE procurement spend from all Empowering Suppliers QSEs based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend</p>	<p><i>Provide a commitment based on the extent to which B-BBEE spend from Empowering Supplier QSEs would be sustained or increased over the contract period</i></p>		
<p>21. B-BBEE procurement spend from Exempted Micro-Enterprise based on the applicable B-BBEE procurement recognition Levels as a percentage of Total Measured Procurement Spend</p>	<p><i>Provide a commitment based on the extent to which B-BBEE spend from EMEs would be sustained or increased over the contract period</i></p>		
<p>22. B-BBEE procurement spend from Empowering Suppliers that are at least 51% black owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend</p>	<p><i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 51% Black-owned would be maintained or increased over the contract period.</i></p>		
<p>23. B-BBEE procurement spend from Empowering Suppliers that are at least 30% black women owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend</p>	<p><i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 30% Black women-owned would be maintained or increased over the contract period.</i></p>		
<p>24. B-BBEE Procurement spend from Designated Group⁵ Suppliers that are at least 51% Black owned</p>	<p><i>Provide a commitment based on the extent to which spend from suppliers from Designated Group Suppliers that are at least 51% Black owned would be maintained or increased over the contract period.</i></p>		

(d) Skills transfer - at least spend 12 days per annum of productivity deployed in assisting Black EMEs and QSEs beneficiaries to increase their operation or financial capacity.

⁵ "Designated Groups" means:

- a) unemployed black people not attending and required by law to attend an educational institution and not awaiting admission to an educational institution;
- b) black people who are youth as defined in the National Youth Commission Act of 1996;
- c) black people who are persons with disabilities as defined in the Codes of Good Practice on employment of people with disabilities issued under the Employment Equity Act;
- d) black people living in rural and under developed areas; and
- e) black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.

Respondent's Signature

Date & Company Stamp

Transnet RFQ ERACES 3887-22148 For the design, supply, installation and maintenance of an indoor gas pepper gas spray alarm system at substation and step-down transformers in Polokwane for a period of one year on lease agreement

SUPPLIER DEVELOPMENT INDICATOR	Required Response	Current Status (%)	Future Target (%)
25. Annual value of all Supplier Development ⁶ Contributions made by the Measured entity as a percentage of the target	<i>Provide a commitment based on the percentage in your organisation's annual spend on Supplier Development initiatives, will be maintained or improved over the contract period.</i>		
ENTERPRISE DEVELOPMENT INDICATOR	Required Response	Current Status (%)	Future Target (%)
26. The organisation's annual spend on Enterprise Development ⁷ as a percentage of Net Profit after Tax [NPAT]	<i>Provide a commitment based on the retention or increase in your organisation's annual spend on Enterprise Development initiatives, as a percentage of its Net Profit after Tax, over the contract period.</i>		

"PREVIEW COPY ONLY"

⁶ **"Supplier Development"** means monetary or non-monetary contributions carried out for the benefit of value-adding suppliers to the Measured Entity, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:

(a) Supplier Development Contributions to suppliers that are Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% black owned or at least 51% black women owned.

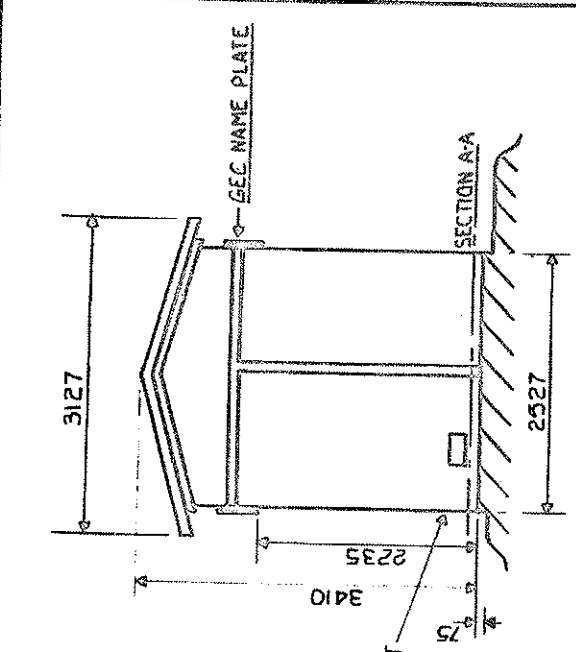
Supplier Development within the context of the B-BBEE scorecard must be differentiated from Transnet's Supplier Development Initiatives. Whereas the former relates to the definition above, the latter relates to improving the socio-economic environment through initiatives that are committed to as part of a contract award that contribute to the development of a competitive supplier base in relation to a particular industry.

⁷ **"Enterprise Development"** means monetary and non-monetary contributions carried out for the following beneficiaries, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:

(a) Enterprise Development Contributions to Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% Black owned or at least 51% Black women owned;

Annexure B

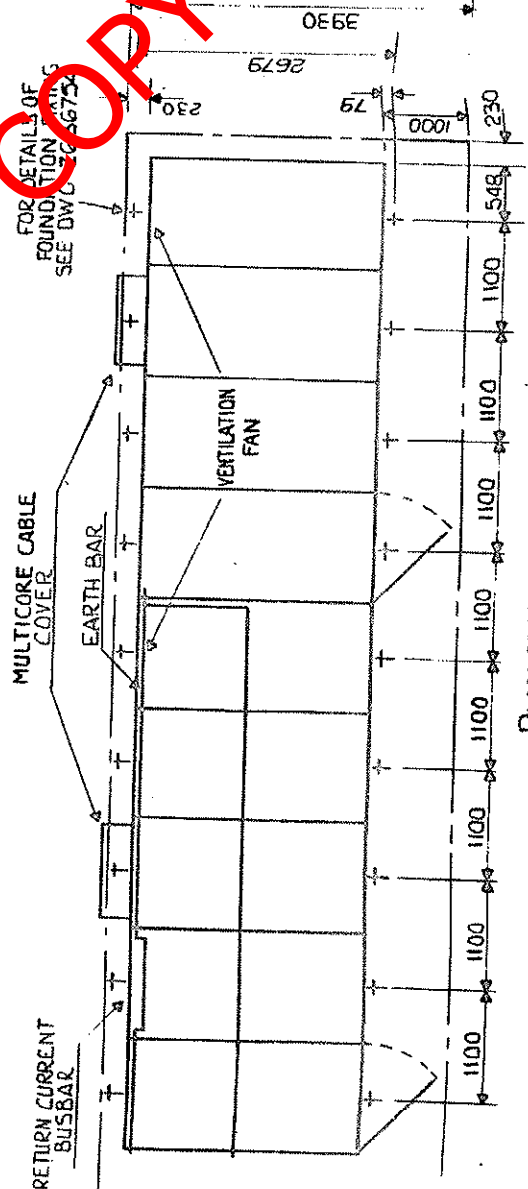
REV 1	DATE	BY	CHKD



RIGHT HAND END VIEW



FRONT VIEW



PLAN SECTION A-A

TRACK SIDE G.E.C. SWITCH BOARD SEE DWG. J7200F029 SHEET 3

"PREVIEW COPY ONLY"

DWG NO	J7200F029
SHEET NO	2
SCALE	1:5
DATE	16/02/2009
APPROVED	(Signature)
DATE	16/02/2009
ORDER NO	K/25021216/09
GENERAL ARRANGEMENT	TRACK SIDE AIR VENT
PROJECT	REF 77365
DATE	DEC 1982