

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.	<i>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.</i>		
2. The percentage of your business owned by Black women.	<i>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.</i>		
3. The percentage of the business owned by Black youth ²	<i>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.</i>		
4. The percentage of the business owned by Black persons living with disabilities	<i>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.</i>		
5. New Entrants ³ (Early stage business)	<i>Provide a commitment based on the extent to which new entrants will be supported over the contract period.</i>		

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 4113-23209 For the design, supply, install and maintain indoor security pepper spray alarm systems at various 25kV Traction substations and TSS stations

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 Response	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>		
Middle Management	Required Response	Current	Future

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		Status (%)	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-BBEE procurement	<i>Provide a commitment based on the extent to which B-BBEE spend from all Empowering Suppliers would be sustained or increased over the contract period.</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.
- (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.

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	recognition level as a percentage of total measured procurement spend			
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	<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>		
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	<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>		
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	<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>		
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	<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>		
24.	B-BBEE Procurement Spent from Designated Group ⁵ Suppliers that are at least 51% Black owned	<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>		

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.

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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>		

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 contest 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;

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THIRD ANGLE PROJECTION

FILED IN 55-10716-105

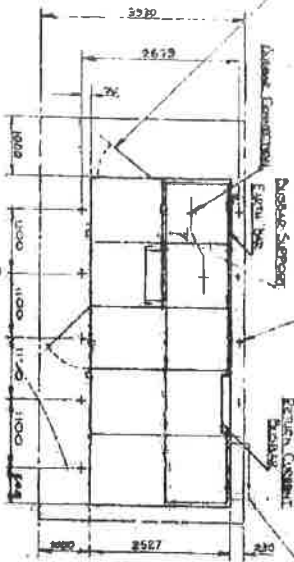
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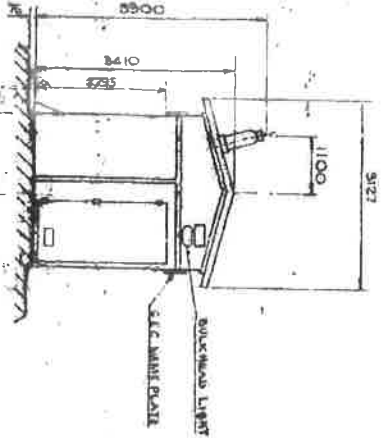
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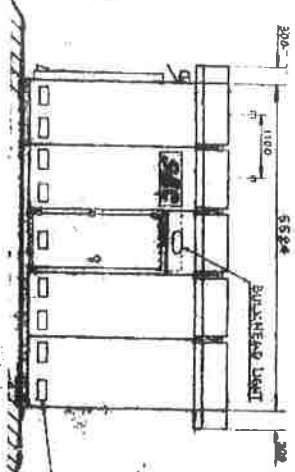
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 Date of Expiry: 12/08/2018
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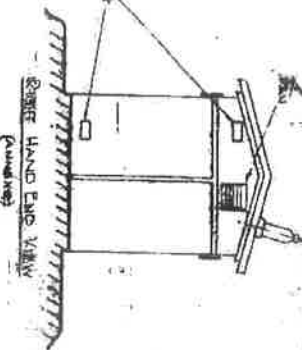
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TRANSNET FREIGHT RAIL

an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

REQUEST FOR QUOTATION [RFQ]

**FOR THE DESIGN, SUPPLY, INSTALL AND MAINTAIN INDOOR SECURITY PEPPER SPRAY ALARM
SYSTEMS AT VARIOUS 25KV TRACTION SUBSTATIONS AND TSS STATIONS**

RFQ NUMBER ERACES 4113-23209

ISSUE DATE: 23 JANUARY 2017

CLOSING DATE: 7 FEBRUARY 2017

CLOSING TIME: 10:00

BID VALIDITY PERIOD: 31 MAY 2017

Respondent's Signature

Date & Company Stamp

SCHEDULE OF BID DOCUMENTS

Section No	Page
SECTION 1: NOTICE TO BIDDERS	4
1 INVITATION TO BID.....	4
2 FORMAL BRIEFING	6
3 QUOTATION SUBMISSION	6
4 DELIVERY INSTRUCTIONS FOR RFQ	7
5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS.....	7
6 COMMUNICATION	9
7 CONFIDENTIALITY	9
8 INSTRUCTIONS FOR COMPLETING THE RFQ	10
9 COMPLIANCE	10
10 DISCLAIMERS	10
11 LEGAL REVIEW	11
12 NATIONAL TREASURY'S CENTRAL RESPONDENT DATABASE.....	11
13 TAX COMPLIANCE	11
14 PROTECTION OF PERSONAL DATA	12
SECTION 2: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS.....	14
1 BACKGROUND.....	14
2 TESTING AND COMMISSIONING.....	19
3 TRAINING.....	19
4 GREEN ECONOMY / CARBON FOOTPRINT	20
5 GENERAL RESPONDENT OBLIGATIONS	20
6 EVALUATION METHODOLOGY	21
SECTION 3: PRICING AND DELIVERY SCHEDULE	25
1 DISCLOSURE OF PRICES TENDERED.....	30
2 "AS AND WHEN REQUIRED" CONTRACTS.....	30
3 NATIONAL RAILWAY SAFETY REGULATOR ACT	30
4 SERVICE LEVELS	31
5 TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES	31
6 RISK	32
7 [REFERENCES] A COMPLETED SCHEDULE OR ATTACHMENT OF COMPANY EXPERIENCE.....	34
8 FINANCIAL STABILITY	35
SECTION 4: QUOTATION FORM AND LIST OF RETURNABLE DOCUMENTS	36
SECTION 5: CERTIFICATE OF ACQUAINTANCE WITH RFQ, TERMS & CONDITIONS & APPLICABLE DOCUMENTS ..	41
SECTION 6: RFQ DECLARATION AND BREACH OF LAW FORM	43
SECTION 7: RFQ CLARIFICATION REQUEST FORM	46
SECTION 8: B-BBEE PREFERENCE POINTS CLAIM FORM	47

 Respondent's Signature

 Date & Company Stamp

SECTION 9: B-BBEE IMPROVEMENT PLAN	53
SECTION 10: CERTIFICATE OF ATTENDANCE OF COMPULSORY SITE MEETING / RFQ BRIEFING	57
SECTION 11: A DESIGN OF THE SYSTEM OFFERED (PROOF OF DETAILED DESIGN	58
SECTION 12: HEALTH RISK AND SAFETY PLAN.....	59
SECTION 13: TECHNICAL CAPACITY/RESOURCES.....	60
SECTION 14: CLAUSE BY CLAUSE STATEMENT OF COMPLIANCE TO SPECIFICATION	61

ANNEXURE A: B-BBEE IMPROVEMENT PLAN

ANNEXURE B – Typical layout of a 25kV substation and TSS station.

Respondent's Signature

Date & Company Stamp

**RFQ FOR THE DESIGN, SUPPLY, INSTALL AND MAINTAIN INDOOR SECURITY PEPPER SPRAY
ALARM SYSTEMS AT VARIOUS 25KV TRACTION SUBSTATIONS AND TSS STATIONS**

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, install and maintain indoor security pepper spray alarm systems at various 25Kv Traction substations and TSS stations
BID FEE AND BANKING DETAILS	<p>This RFQ may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za or Transnet Freight Rail tender website at; http://www.transnetfreightrail-tfr.net/Respondent/Pages/Tenders.aspx free of charge. Alternatively, this RFQ may be purchased at R250.00 (inclusive of VAT) per set for those bidders that require a hard copy from Transnet. Bidders are however encouraged to download the RFQ from the eTender Portal or Transnet Freight Rail tender website instead.</p> <p>R250.00 [inclusive of VAT] per set. Payment is to be made as follows: Account Name : Transnet Freight Rail Account : Standard Bank Account number : 203158598 Branch code : 004805</p> <p>NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the RFQ documents and submitted thereafter with your Quotation.</p>
INSPECT / COLLECT DOCUMENTS FROM	<p>This RFQ may be collected from the following address: The office of Transnet Freight Rail Advice Centre Nzasm Building Ground Floor, Room G16 Cnr No.6 Minnaar and Paul Kruger Street Pretoria 0001</p>
ISSUE DATE AND COLLECTION DATE DEADLINE	<p>Between 07:30 and 15:00 from 23 January 2017 until 30 January 2017.</p> <p>Note: If a bid fee is applicable, payment must be effected prior to the deadline for collection. Pursuant to this requirement, should a third party [such as a courier] be instructed to collect RFQ documents on behalf of a Respondent, please ensure that this person [the third party] has a "proof of payment" receipt for presentation to Transnet when collecting the RFQ documents. Bidders wishing to collect a hard copy of such RFQ documents from the Transnet issuing office, are required to inform that office at the contact numbers listed in paragraph 6 below on the day before collection in order to allow for timeous reproduction of the documentation. Bidders are to note that the RFQ may also be downloaded directly from the National Treasury eTender Publication Portal free of charge. If Bidders download the RFQ off the Portal, they are required to send their contact details to the following address: gloria.nhlapo@transnet.net or dudu.mkhwebane@transnet.net by 30 January 2017. This is to ensure that any required communication (e.g. addenda to the RFQ) in relation to this RFQ reaches those</p>

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	<p>intending to respond. Transnet will not be held liable if Bidders do not respond by this date and do not receive the latest information regarding this RFQ with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p> <p>Transnet will not be held liable if Bidders do not respond by this date and do not receive the latest information regarding this Bid as a result thereof.</p>
COMPULSORY/NON COMPULSORY BRIEFING SESSION	Refer to paragraph 2 for details
CLOSING DATE	<p>10:00 on Tuesday 7 February 2017</p> <p>This tender shall close punctually at the following address: THE SECRETARIAT TRANSNET ACQUISITION COUNCIL GROUND FLOOR (FOYER) TENDER BOX NZASM BUILDING, ROOM G16 CORNER OF PAUL KRUGER AND MINNAAR STREET PRETORIA 0001</p> <p>As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.</p>
VALIDITY PERIOD	<p>90 days Business Days from Closing Date. 31 May 2017</p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</p>
RESPONDENT REGISTRATION ON THE NATIONAL TREASURY CENTRAL RESPONDENT DATABASE (CSD)	<p>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</p> <p>3.1.1 Respondents [of Transnet] are registered on the Central Respondent Database [CSD] before any procurement related activities commences;</p> <p>3.1.2 The CSD can be used as the single and only list of prospective Respondents for [Transnet]</p> <p>Furthermore, according to paragraph 5.6 Transnet may only award bids to Respondents after verifying that the Respondent is registered as prospective Respondents on the National Treasury Central Respondent Database.</p> <p>Please ensure that you register your company on the CSD by following these steps:</p> <p>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 Step 5: Log in the CSD Step 6: Complete Respondent 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)</p>

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	Step 13: Complete commodities information Step 14: Complete B-BBBEE 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 Respondent number and unique registration reference number is auto-generated and communicated
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Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.

2 FORMAL BRIEFING

A compulsory RFQ briefing will be conducted at Cnr Paul Kruger and Minnaar Street, Jakaranda Boardroom, 3RD Floor, Pretoria on **31 January 2017**, at 10.00 for a period of ± 45 minutes. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 A Certificate of Attendance set out in **Section 10** hereto must be completed and submitted with your Quotation as proof of attendance is required for a **compulsory** RFQ briefing.
- 2.2 Respondents failing to attend the compulsory site meeting and/or RFQ briefing will be disqualified.
- 2.3 The briefing session will start punctually at **10:00** and information will not be repeated for the benefit of Respondents arriving late.
- 2.4 Respondents will not be allowed at the briefing session, if they do not have a copy of the RFQ document and the confirmation of the intention to participate in this tender on the day of the briefing session.

If Respondents/Bidders intend to download the bid off the portal (NT eTender Portal) or Transnet Freight Rail tender website, they are required to indicate their intention to respond to this bid by **15h00, 30 January 2017**, by sending an email with their contact details to Gloria Nhlapo or Gugu Mkhwebane at the following address: gloria.nhlapo@transnet.net or dudu.mkhwebane@transnet.net. This is to ensure that any required communication (e.g. addenda to the bid) in relation to this bid reaches those intending to respond. As such, please bring along to the briefing session the tender document and the confirmation that you advised Transnet of your intention to participate in this tender:

3 QUOTATION SUBMISSION

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

The Secretariat, Transnet Acquisition Council

RFQ No: ERACES 4113-23209

Description

FOR THE DESIGN, SUPPLY, INSTALL AND MAINTAIN INDOOR PEPPER SPRAY ALARM SYSTEMS AT VARIOUS 25Kv TRACTION SUBSTATIONS AND TSS STATIONS

Closing date and time:

7 February 2017 @ 10h00

Closing address

[Refer to options in paragraph 4 below]

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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 must be deposited in the Transnet tender box which is located at The Secretariat, Transnet Freight Rail Acquisition Council, Ground Floor, (Foyer) Tender Box, Nzasm Building, Room G16, cnr Paul Kruger and Minnaar Street, Pretoria 0001 and must be addressed as follows:

THE SECRETARIAT
TRANSNET ACQUISITION COUNCIL
GROUND FLOOR (FOYER)
TENDER BOX
NZASM BUILDING, ROOM G16
CORNER OF PAUL KRUGER AND MINNAAR STREET
PRETORIA
0001

- a) The measurements of the "tender slot" are 400mm wide x 100mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 3 above.

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
GROUND FLOOR (FOYER)
TENDER BOX
NZASM BUILDING, ROOM G16
CORNER OF PAUL KRUGER AND MINNAAR STREET
PRETORIA
0001

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 R1 000 000 (all applicable taxes included); and therefore the 80/20 system shall be applicable.

Respondents are required to complete Section 8 (the B-BBEE Preference Point Claim Form) and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form

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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 8 [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 concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

In terms of Section 8 of this RFQ [the B-BBEE Preference Point Claim Form] Respondents are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-contractor/s.

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.

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5.3 B-BBEE Improvement Plan

Transnet encourages its Respondents to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 5.1 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which they will maintain or improve their B-BBEE status over the contract period.

Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Quotations by completion of **Annexure A** appended hereto. [Refer to Section 9 and Annexure A for further instructions]

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 TFR Governance Department on issue of the bid documentation to the Respondent. Kindly ensure that you provide the TFR Governance Department 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 TFR Governance Department on any matter relating to its RFQ Quotation at the following contact details:

Name	Email address	Telephone	Fax
Gloria Nhlapo	gloria.nhlapo@transnet.net	012 315 4124	011 774 9115
Dudu. Mkhwebane	Dudu.mkhwebane@transnet.net	012 315 4121	011 774 9115

- 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 may 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

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Date & Company Stamp

treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Goods, 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 **Respondent**] 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 Goods 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;

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- 10.8 award a contract for only a portion of the proposed Goods which are reflected in the scope of this RFQ;
- 10.9 split the award of the contract between more than one Respondent, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 10.10 make no award of a contract;
- 10.11 should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract.

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

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

Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, Transnet reserves the right to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price.

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'S CENTRAL RESPONDENT DATABASE

Respondents are required to self-register on National Treasury's Central Respondent Database (CSD) which has been established to centrally administer Respondent information for all organs of state and facilitate the verification of certain key Respondent information. Respondents must register on the CSD prior to submitting their bids. Business may not be awarded to a Respondent who has failed to register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>. Respondents are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Respondent Number: _____ unique registration reference number: _____.

13 TAX COMPLIANCE

Regulation 14 of the Preferential Procurement Regulations, 2011 issued in terms of the Preferential Procurement Policy Framework Act (PPPFA) states that no tender may be awarded to any person whose tax matters have not been declared by the South African Revenue Services (SARS) to be in order.

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13.1 NEW TAX COMPLIANCE STATUS (TCS) SYSTEM

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorise any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN or through the use of a Tax Clearance Certificate obtained from the new TCS system.

Respondents are required to provide the following to Transnet in order to enable it to verify their tax compliance status:

Tax reference number: _____

Tax Clearance Certificate & TCC Number: _____ and PIN: _____.

13.2 TAX COMPLIANCE REQUIREMENTS FOR FOREIGN ENTITIES

Tax compliance requirements are not applicable to foreign bidders/individuals with no South African tax obligations. Where foreign bidders seek to be exempted from the requirement to submit a tax clearance certificate / tax clearance PIN issued by SARS, such entities are required to complete a sworn affidavit on their tax obligation categorization. The affidavit must confirm an answer of "No" to **all** questions below in order for a Respondent to be regarded as being exempt from submitting a tax clearance certificate or tax clearance PIN:

- a) Is the entity a tax resident of the Republic of South Africa (RSA)?
- b) Does the entity have a branch/locally registered entity in the RSA?
- c) Does the entity have a permanent establishment in the RSA?
- d) Does the entity have any source of income (income is defined as per the Income Tax Act 58 of 1962 as the amount remaining of the gross income of any person for any year or period of assessment after deducting therefrom any amounts exempt from normal tax under Part I of Chapter II of the Act) in the RSA in the current tax year?
- e) Is the entity liable in the RSA for any form of taxation in the current tax year?

If a Respondent's answers to any one (or more) of the questions above changes to a "Yes" at any time during the bid process and/or after award of the contract (should a particular Respondent be successful), then the Respondent undertakes to comply with its tax obligations and to report to Transnet accordingly with either a tax clearance certificate / tax clearance PIN issued by SARS.

14 PROTECTION OF PERSONAL DATA

In responding to this bid, Transnet acknowledges that it may obtain and have access to personal data of the Respondents. Transnet agrees that it shall only process the information disclosed by Respondents in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, Transnet requires Respondents to process any personal information disclosed by Transnet in the bidding process in the same manner. The detailed

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mutual duty of Transnet and the Respondents to protect personal information is contained in paragraph 37 of the General Bid Conditions.

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

TIP-OFFS ANONYMOUS: 0800 003 056

Respondent's Signature

Date & Company Stamp

RFQ FOR THE DESIGN, SUPPLY, INSTALL AND MAINTAIN INDOOR SECURITY PEPPER SPRAY ALARM SYSTEMS AT VARIOUS 25Kv TRACTION SUBSTATIONS AND TSS STATIONS

Section 2: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

1.1 SCOPE

1.1.1 This specification covers the requirements for the design, supply, installation, and maintenance of an Indoor GSM Pepper Gas Spray Alarm System in 25kV traction substations and TSS stations based on a Lease agreement.

1.1.2 The work shall be carried out at Hornsnek, Pendoring, Werkmetlus, Bleskop, Turfgrond, Arthursview, Burgerreg, Paul and Thabazimbi.

1.2 ANNEXURES

The following annexure form part of this project specification:

1.2.1 Annexure A – BBBEE Improvement Plan

1.2.2 Annexure B – Typical layout of a 25kV substation and TSS station.

1.3 SERVICE CONDITIONS

1.3.1 Environmental Conditions

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

1.3.1.1 Altitude – 0 to 1800m above sea level

1.3.1.2 Ambient Temperature – Minus (-) 10°C to Plus (+) 45°C

1.3.1.3 Relative Humidity – As high as 90%

1.3.1.4 Lighting – More than 10 flashes/ km² / annum

1.3.2 Power Supply

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- 1.3.2.1 The equipment shall be capable of working off an auxiliary supply with a poor waveform caused by thyristor-controlled locomotives, line switching and lightning induced surges.
- A total harmonic voltage distortion figure of 27% must be catered for.
 - Special attention must be paid 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 charged.

1.4 INSTALLATION AND WIRING

- 1.4.1 All wiring shall comply with SANS10142.
- 1.4.2 All materials and components used shall be of high quality and installation work shall be of a high standard of workmanship, carried out under proper supervision of experienced and competent officers.
- 1.4.3 All materials and components used for the installation shall comply with the SANS requirements.
- 1.4.4 Components or materials that do not bear the SANS mark shall be approved by the Transnet Freight Rail prior to installation.
- 1.4.5 The route of trenches shall be approved by a Transnet Freight Rail representative.
- 1.4.6 Care shall be taken not to damage the existing materials, including contaminating ballast stones, during excavation.
- 1.4.7 The minimum depth for trenches shall be 600mm.
- 1.4.8 The complete electrical installation shall be properly earthed, in accordance with the requirements of the standard regulation for the wiring of premises SANS10142.
- 1.4.9 Where the breaker room is separate to the main substation house, number of canisters shall be stated and the locations.
- 1.4.10 The Respondent shall ensure that the pepper gas spray alarm system interfaces with the existing installation, where there is a newly installed alarm system.

1.5 ARMING AND DISARMING

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- 1.5.1 Arming and disarming of the alarm system shall be via SMS or Transponders (Tags).
- 1.5.2 Valid tags shall be able to arm or disarm the alarm system when placed near the receiver.
- 1.5.3 It should be possible to deactivate lost tags.
- 1.5.4 The transponder shall have an indication light to show whether it is been activated or not.
- 1.5.5 The number and position of the transponder receivers required per site shall be determined with the successful bidder.

1.6 DESIGN

1.6.1 COMPONENTS

- 1.6.1.1 Door Guards and Passive Infrared detectors supplied, shall be suitable for indoor use.
- 1.6.1.2 The positions and number of motion-detectors shall be discussed at the site meeting.
- 1.6.1.3 The system shall use cellular.
- 1.6.1.4 Only authorised users using designated sim cards shall able to access the system via SMS.
- 1.6.1.5 The system shall allow programming either via SMS (remotely) or on site.
- 1.6.1.6 Each Tag shall have a unique identity which will enable the control box to identify the user.

1.6.2 CONTROL BOX

- 1.6.2.1 The Control Box shall able to send signals via SMS and Telecontrol (Refer to 1.8.3 & 1.8.4).
- 1.6.2.2 If an alarm is activated, the control box shall:-
 - Activate the siren, (shall be on for 3 minutes and off for 1 minutes) until it is reset manually or via an SMS signal.
 - Activate the strobe Light on top of the building, for the duration of the siren.
 - Send a signal (indicating the name and location of the site) to the dedicated Cell phones, Response teams and to the server (Computer) located at electrical control room.
 - Activate the gas actuators to release the Pepper Gas.

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1.6.2.3 Control Box shall be able to monitor and report on the following:-

- Low Battery
- Power Failure
- Low level of Pepper Gas(to be deduced from number of previous activations)
- Low Air Time
- Any fault

1.6.2.4 Should it occur that the alarm is not armed when all doors are closed and no movement of persons is detected in any of the protected zones, the control box shall be able to automatically arm the system after a period of twenty (20) minutes has lapsed?

1.6.2.5 The control box shall be able to log events chronologically at the server located at electrical control room.

1.6.2.6 The control box shall be capable of running up to four additional transponder receivers as these maybe required to arm and disarm the system from more than one point.

1.6.2.7 Adequate circuit protection shall be provided for the system (over-voltage, over-current, etc.)

1.6.2.8 Control Box shall have enough free space to expand the system for future plans.

1.6.3 CANISTER AND PEPPER GAS

1.6.3.1 The canister shall be of the refillable /replaceable gas cylinder type and shall comply with SANS10220.

1.6.3.2 The pepper gas formula shall be SANS approved and proof must be submitted, with the RFQ offer.

1.6.3.3 The pepper gas shall not have any effect on the substation equipment.

1.6.3.4 The pepper gas shall be of the non-flammable type.

1.6.3.5 The inhalation, skin and eye contact with the pepper gas shall be highly irritating.

1.6.3.6 The pepper gas effects shall last up to 1 hour.

1.6.4 NETWORK

1.6.4.1 Cellular network to be used shall be approved by Transnet Freight Rail.

1.6.4.2 Messaging service shall not be of the general public service.

1.6.4.3 The telecontrol system shall be used as a backup to the cellular network.

1.6.4.4 In case of cellular network failure, alarm signals shall be relayed by use of the telecontrol system.

1.6.5 HARDWARE AND SOFTWARE REQUIREMENTS

1.6.5.1 Software is subject to Transnet Freight Rail's approval.

1.6.5.2 The software shall have full report writing capabilities.

1.6.5.3 Respondents are to provide details of software and hardware requirements with their RFQ offers.

Respondent's Signature

Date & Company Stamp

1.6.5.4 The number of transponder tags shall be 20 per Depot.

1.6.5.5 Provision shall be made for the supply, installation and testing of the SMS receiver at the control room.

1.7 LEASING AGREEMENT

1.7.1 The Respondent shall enter into a leasing agreement with Transnet Freight Rail for a minimum period of 2(two) years.

1.7.2 The Respondent shall ensure that the alarms are fully maintained and functional at all times.

1.8 TENDERING PROCEDURE

1.8.1 Respondents shall indicate **clause-by-clause compliance** with this specification as well as the relevant equipment specifications.

1.8.2 Respondents may submit alternative offers for 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 discretion.

1.8.3 Such offers shall be accompanied by a full, detailed documentation indicating the suitability of the components supplied.

1.8.4 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.

1.8.5 Failure to comply with the above requirements may preclude a RFQ from consideration.

1.9 ADDITIONAL INFORMATION

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

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

1.10 MONTHLY MAINTENANCE COSTS

The maintenance costs should include the following:

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

1.11 RELIABILITY AND AVAILABILITY

1.11.1 The system must be available 100% of the times.

Respondent's Signature

Date & Company Stamp

1.11.2 The pre-qualification for availability is 90% where the system has been implemented.

1.12 QUANTIFICATION

1.12.1 The security alarm system will be installed at nine sites namely:

No.	Station	Units	Installation	Monthly Maintenance and Rental
1	Hornsnek Substation	1	Yes	Yes
2	Pendoring Substation (A&B)	2	Yes	Yes
3	Werkmetlus Substation	1	Yes	Yes
4	Bleskop Substation	1	Yes	Yes
5	Turfgrond Substation (A&B)	2	Yes	Yes
6	Arthursview (Substation A&B)	2	Yes	Yes
7	Burgerreg (Substation A&B)	2	Yes	Yes
8	Paul (Substation A&B)	2	Yes	Yes
9	Thabazimbi (Substation A&B)	2	Yes	Yes

2 TESTS AND COMMISSIONING

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

3 TRAINING

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

Respondent's Signature

Date & Company Stamp

4 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.*

5 GENERAL RESPONDENT OBLIGATIONS

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

Respondent's Signature

Date & Company Stamp

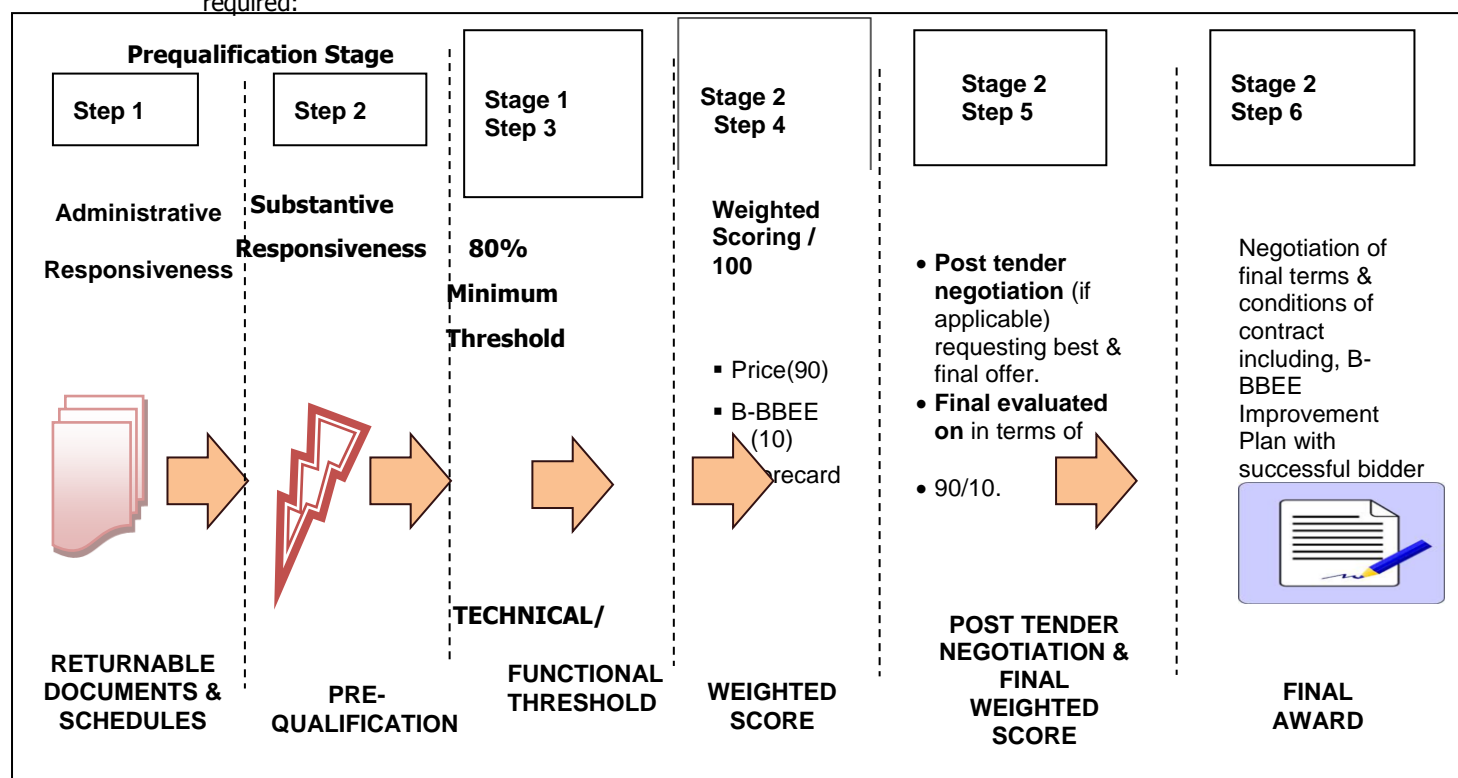
RFQ Name: For the design, supply, install and maintain indoor security pepper spray alarm systems at various 25kv Traction substations and TSS stations

RFQ for Services
Version May 2016

RFQ Number: ERACES 4113-23209

6 EVALUATION METHODOLOGY

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



6.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFQ Reference
• Whether the Bid has been lodged on time	<i>Section 1 paragraph 3</i>
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	<i>Section 4, Page 36 to 40</i>
• Verify the validity of all returnable documents	<i>Section 4, page 36 to 40</i>

The test for administrative responsiveness [Step One] must be passed for a Respondent's QUOTATION to progress to Step Two for further pre-qualification

Respondent's Signature

Date & Company Stamp

RFQ Name: For the design, supply, install and maintain indoor security pepper spray alarm systems at various 25kv Traction substations and TSS stations

RFQ for Services
Version May 2016

RFQ Number: ERACES 4113-23209

6.2 STEP TWO: Test for Substantive Responsiveness to RFQ

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

Check for substantive responsiveness	RFQ Reference
<ul style="list-style-type: none"> Whether any general pre-qualification criteria set by Transnet, have been met 	<i>Section 1 paragraphs 2.2, 6, 10.3</i> <i>Section 4</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer 	<i>Section 3, page 25</i>
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given (A fully completed clause by clause compliance to specification) (Section 14 in RFQ) 	<i>Section 14, page 61</i>
<ul style="list-style-type: none"> A design of current control centre or a proposed control centre with commitment 	
<ul style="list-style-type: none"> A valid registered certificate with Private Security Industry Regulatory Authority 	
<ul style="list-style-type: none"> A fully signed certificate of attendance of compulsory RFQ briefing (Section 10 in RFQ) 	<i>Section 10, Page 57</i>

The test for substantive responsiveness [Step Two] must be passed for a Respondent's QUOTATION to progress to Stage 1 Step Three for further evaluation

6.3 STAGE 1 STEP THREE: Minimum Threshold 80% for Technical Criteria

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

Technical Criteria	% Weightings	RFQ Reference
A design of the system offered (Proof of detailed design)	50%	<i>Section 11, Page 58</i>
Experience: Detailed of areas where the system was implemented and operated)	30%	<i>Page 34</i>
Health, risk and safety plan (According to list of requirements indicated in the RFQ data.	20%	<i>Section 12, Page 59</i>
Total Weighting:	100%	
Minimum qualifying score required:	80%	

In the event that all respondents that are evaluated in terms of technical and functionality threshold above do not meet the minimum stipulated threshold points, Transnet reserves the right to lower the minimum stipulated threshold points from 80 to 70 points.

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

Respondent's Signature

Date & Company Stamp

RFQ Name: For the design, supply, install and maintain indoor security pepper spray alarm systems at various 25kv Traction substations and TSS stations

RFQ for Services
Version May 2016

RFQ Number: ERACES 4113-23209

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 Price and B-BBEE

6.4 STAGE 2 STEP FOUR: Evaluation and Final Weighted Scoring

a) **Price and BBBEE Criteria** [Weighted score 90 points]:

Evaluation Criteria	RFQ Reference
• Commercial offer	<i>Section 3</i>

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 Section 4.1 of the B-BBEE Preference Points Claim Form.

6.5 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

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

Respondent's Signature

Date & Company Stamp

RFQ Name: For the design, supply, install and maintain indoor security pepper spray alarm systems at various 25kv Traction substations and TSS stations

RFQ for Services
Version May 2016

RFQ Number: ERACES 4113-23209

6.6 STAGE 2 STEP FIVE: Post Tender Negotiations (if applicable)

Transnet reserves the right to conduct post tender negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. A final evaluation will be conducted in terms of 80/20 and the contract will be negotiated and awarded to the successful Respondent(s).

6.7 STAGE 2 STEP SIX: Final Contract Award

Transnet will negotiate the final terms and condition the contract with the successful Respondent(s). This may include aspects such as Respondent 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.

Respondent's Signature

Date & Company Stamp

RFQ FOR THE DESIGN, SUPPLY, INSTALL AND MAINTAIN INDOOR SECURITY PEPPER SPRAY ALARM SYSTEMS AT VARIOUS 25Kv TRACTION SUBSTATIONS AND TSS STATIONS

CLOSING VENUE: PRETORIA
CLOSING DATE: 7 FEBRUARY 2017
CLOSING TIME: 10:00
VALIDITY PERIOD: 31 MAY 2017

Section 3: PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the table below:

Item	Description	Quantity	Unit	Price per month	Rate per unit year 1	Sub Total Year 1	Rate per unit year 2	Sub Total Year 2	Total amount for 24 months
1	HORNSNEK SUBSTATION (1 unit)								
1.1	Installation cost/site 1 unit (once off)	1	Sum	Once off costs					
1.2	De-installation cost /site 1 unit (once off)	1	Sum						
1.3	Monthly Rental and Maintenance 1 unit	24	months						
2	PENDORING SUBSTATION								

Respondent's Signature

Date & Company Stamp

RFQ Name: For the design, supply, install and maintain indoor security pepper spray alarm systems at various 25kv Traction substations and TSS stations
RFQ Number: ERACES 4113-23209

RFQ for Services
Version May 2016

	(for 2 units)								
2.1	Installation cost/site 2 units (once off)	2	Sum	Once off costs					
2.2	De-installation cost /site 2 units (once off)	2	Sum						
2.3	Monthly Rental and Maintenance 1 unit	24	months						
3	WERKMETLUS SUBSTATION (1unit)								
3.1	Installation cost/site 1 unit (once off)	1	Sum	Once off costs					
3.2	De-installation cost /site 1 unit (once off)	1	Sum						
3.3	Monthly Rental and Maintenance 1 unit	24	months						
4	BLESKOP SUBSTATION (1 unit)								
4.1	Installation cost/site 1unit (once off)	1	Sum	Once off costs					
4.2	De-installation cost /site 1 unit (once off)	1	Sum						
4.3	Monthly Rental and Maintenance 1 unit	24	months						
5	TURFGROND SUBSTATION (2 units)								
5.1	Installation cost/site 2 units (once off)	2	Sum	Once off					

Respondent's Signature

Date & Company Stamp

RFQ Name: For the design, supply, install and maintain indoor security pepper spray alarm systems at various 25kv Traction substations and TSS stations
RFQ Number: ERACES 4113-23209

RFQ for Services
Version May 2016

				costs					
5.2	De-installation cost /site 2 units (once off)	2	Sum						
5.3	Monthly Rental and Maintenance 2 units	24	months						
6	ARTHURSVIEW SUBSTATION (2 units)								
6.1	Installation cost/site 2 unit (once off)	2	Sum	Once off costs					
6.2	De-installation cost /site 2 unit (once off)	2	Sum						
6.3	Monthly Rental and Maintenance 2 units	24	months						
7	BURGERREG SUBSTATION (2 units)								
7.1	Installation cost/site 2 units (once off)	2	Sum	Once off costs					
7.2	De-installation cost /site 2 units (once off)	2	Sum						
7.3	Monthly Rental and Maintenance 2 units	24	months						
8	PAUL SUBSTATION (2 units)								
8.1	Installation cost/site 2 units (once off)	2	Sum	Once off costs					

Respondent's Signature

Date & Company Stamp

RFQ Name: For the design, supply, install and maintain indoor security pepper spray alarm systems at various 25kv Traction substations and TSS stations
RFQ Number: ERACES 4113-23209

RFQ for Services
Version May 2016

8.2	De-installation cost /site 2 units (once off)	2	Sum						
8.3	Monthly Rental and Maintenance 2 units	24	months						
9	THABAZIMBI SUBSTATION (2 units)								
9.1	Installation cost/site 2 units (once off)	2	Sum	Once off costs					
9.2	De-installation cost /site 2 units (once off)	2	Sum						
9.3	Monthly Rental and Maintenance 2 units	24	months						
								Sub-Total	
								Vat (14%)	
								Gross Total	

PLEASE INDICATE DELIVERY SCHEDULE PERIOD (TIMEFRAME) BELOW:

LEAD TIME FROM THE DATE OF PURCHASE ORDER: _____

Notes to Pricing:

All Prices must be quoted in South African Rand, exclusive of VAT

Respondent's Signature

Date & Company Stamp

RFQ Name: For the design, supply, install and maintain indoor security pepper spray alarm systems at various 25kv Traction substations and TSS stations
RFQ Number: ERACES 4113-23209

RFQ for Services
Version May 2016

1. To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive
2. Quantities given are estimates only. Any orders resulting from this RFQ will be on an "as and when required" basis.
3. Prices are to be quoted on a delivered basis to various 25Kv traction substations and TSS stations under Koedoespoort depot
4. Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
5. Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for a period of 24 months [Not to be confused with bid validity period Section 1, clause 1]

YES	
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6. Failure to price any of items listed on the above pricing schedule will result in the disqualification. Therefore bidders are required to price all items.

Respondent's Signature

Date & Company Stamp

RFQ Name: For the design, supply, install and maintain indoor security pepper spray alarm systems at various 25kv Traction substations and TSS stations
 RFQ Number: ERACES 4113-23209

RFQ for Services
 Version May 2016

1 DISCLOSURE OF PRICES TENDERED

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

YES		NO	
-----	--	----	--

2 "AS AND WHEN REQUIRED" CONTRACTS

Purchase orders will be placed on the Respondent(s) from time to time as and when Services are required.

- 2.1 Transnet reserves the right to place purchase orders until the last day of the contract for deliveries to be effected, within the delivery period / lead time specified, beyond the expiry date of the contract under the same terms and conditions as agreed upon.
- 2.2 Delivery requirements may be stipulated in purchase orders and scheduled deliveries may be called for. However, delivery periods and maximum monthly rates of delivery offered by the Respondents will be used as guidelines in establishing lead times and monthly delivery requirements with the Respondent
- 2.3 Where scheduled deliveries are required, the delivery period(s) specified must be strictly complied with, unless otherwise requested by Transnet. Material supplied earlier than specified may not be paid for or may be returned by Transnet, with the Respondent being held liable for all expenses so incurred, e.g. handling and transport charges.
- 2.4 If the delivery period offered by the Respondents is subject to a maximum monthly production capacity, full particulars must be indicated in Section 3 [*Pricing and Delivery Schedule*]
- 2.5 The Respondent must state hereunder its annual holiday closedown period [if applicable] and whether this period has been included in the delivery lead time offered:
-
- 2.6 Respondents are required to indicate below the action that the Respondent proposes to take to ensure continuity of supply during non-working days or holidays and periods occupied in stocktaking or in effecting repairs to plant or in overhaul of plant which would ordinarily occur within the stated delivery lead time/s:
-

3 NATIONAL RAILWAY SAFETY REGULATOR ACT

In compliance with the National Railway Safety Regulator Act, 16 of 2002, the successful Respondent [**the Respondent**] shall ensure that the Goods to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set out in Section 3

Respondent's Signature

Date & Company Stamp

[Specifications] of this RFQ, and shall also adhere to railway safety requirements and/or regulations [as applicable]. Permission for the engagement of a subcontractor by the Respondent, as applicable, both initially and during the course of a contract, shall be subject to a review of the capability of the proposed subcontractor to comply with the specified railway safety requirements and/or regulations. The Respondent and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organisation.

Accepted:

YES	
------------	--

NO	
-----------	--

4 SERVICE LEVELS

- 4.1 An experienced national account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 4.2 Transnet will have quarterly reviews with the Respondent's account representative on an on-going basis.
- 4.3 Transnet reserves the right to request that any member of the Respondent's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 4.4 The Respondent guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
- a) Random checks on compliance with quality/quantity/specifications
 - b) On-time delivery

If the Respondent does not achieve this level as an average over each quarter, Transnet will receive a 1.5% [one and a half per cent] rebate on quarterly sales payable in the next quarter

- 4.5 The Respondent must provide a telephone number for customer service calls.
- 4.6 Failure of the Respondent 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 Respondent of its intention to do so.

Acceptance of Service Levels:

YES	
------------	--

NO	
-----------	--

5 TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES

- 5.1 Respondents shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFQ process, to participate with Transnet in its continuous improvement initiatives to reduce the total cost of ownership [TCO], which will reduce the overall

Respondent's Signature

Date & Company Stamp

cost of transportation services and related logistics provided by Transnet's operating divisions within South Africa to the ultimate benefit of all end-users.

Accepted:

YES		NO	
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If "yes", please specify details in paragraph 14.2 below.

- 5.2 Respondents must briefly describe their commitment to TCO and continuous improvement initiatives and give examples of specific areas and strategies where cost reduction initiatives can be introduced. Specific areas and proposed potential savings percentages should be included. Additional information can be appended to the Respondent's QUOTATION if there is insufficient space available below.

6 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 Respondent, in relation to:

6.1 **Quality and specification of Goods delivered:**

6.2 **Continuity of supply:**

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

Respondent's Signature

Date & Company Stamp

6.4 **Compliance with the National Railway Safety Regulator Act, 16 of 2002:**

Respondent's Signature

Date & Company Stamp

7 [REFERENCES] A COMPLETED SCHEDULE OR ATTACHMENT OF COMPANY EXPERIENCE

Please indicate below the company names and contact details of existing customers whom Transnet may contact to seek third party evaluations of your current service levels: Proof of relevant previous experience by number references and value of previous contract should be submitted with the RFQ.

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

Respondent's Signature

Date & Company Stamp

8 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: _____

Respondent's Signature

Date & Company Stamp

**RFQ FOR THE DESIGN, SUPPLY, INSTALL AND MAINTAIN INDOOR SECURITY PEPPER SPRAY
ALARM SYSTEMS AT VARIOUS 25Kv TRACTION SUBSTATIONS AND TSS STATIONS**

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 Tender Negotiations with shortlisted bidder(s).

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

I/We hereby offer to supply the abovementioned Goods 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) Terms and Conditions of Contract - Goods
- (ii) General Bid Conditions – Goods; 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.

Respondent's Signature

Date & Company Stamp

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.

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 Goods within 4 [four] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for quotations afresh and/or having to accept any less favourable quotation.

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

Furthermore, I/we agree to a penalty clause/s to be negotiated with Transnet, which will allow Transnet to invoke a penalty against us for non-compliance with material terms of this RFQ including the delayed delivery of the Goods due to non-performance by ourselves, failure to meet B-BBEE Improvement Plan commitments. In addition, I/we agree that non-compliance with any of the material terms of this RFQ, including those mentioned above will constitute a material breach of contract and provide Transnet with cause for cancellation.

ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFQ. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents 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 Respondent**] will be informed of the acceptance of its quotation. Unsuccessful Respondents will be advised in writing of the name of the successful Respondent 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.

Respondent's Signature

Date & Company Stamp

VALIDITY PERIOD

Transnet requires a validity period up to **31 May 2017**

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)
- _____
- _____
- _____

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 tender 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 10 : Certificate of attendance of compulsory RFQ briefing	
SECTION 14 : A fully completed clause by clause compliance to specification	
<ul style="list-style-type: none"> A design of current control centre or a proposed control centre with commitment(Detailed literature, specifications, equipment schedules, layout of the equipment offered 	
<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 Proposals the following **essential Returnable Documents** as detailed below.

Respondent's Signature

Date & Company Stamp

Essential Returnable Documents required for evaluation purposes:

Failure to provide all essential Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

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

ESSENTIAL RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
- Valid and original (or a certified copy) proof of Respondent's compliance to B-BBEE requirements stipulated in Section 8 of this RFQ:	
- A design of the system offered (Proof of detailed design) (Section 11, Page 58)	
- Experience: Detailed of areas where the system was implemented and operated (Page 34)	
- Health, risk and safety plan (According to list of requirements indicated in the RFQ data (Section 12, Page 59)	

Other Essential Returnable Documents:

Failure to provide other essential Returnable Documents may result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

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

OTHER ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
Section 1: Proof of registration on the Central Respondent Database	
Receipt for payment of RFQ documents [paragraph 1]	
SECTION 4 : Quotation form and List of Returnable documents	
- 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	
Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate/PIN for each party]	
SECTION 5: Certificate Of Acquaintance with RFQ, Terms & Conditions & Applicable Documents	
SECTION 6: RFQ Declaration and Breach of Law Form	
SECTION 7: RFQ Clarification Request Form	

Respondent's Signature

Date & Company Stamp

SECTION 8 : B-BBEE Preference Claim Form	
SECTION 9 : B-BBEE Improvement Plan	
ANNEXURE A : B-BBEE Improvement Plan	
A valid letter of good standing with the Compensation Commissioner issues by Department of Labour	

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.

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: _____

Respondent's Signature

Date & Company Stamp

RFQ FOR THE DESIGN, SUPPLY, INSTALL AND MAINTAIN INDOOR SECURITY PEPPER SPRAY ALARM SYSTEM AT VARIOUS 25Kv TRACTION SUBSTATIONS AND TSS STATIONS

Section 5: CERTIFICATE OF ACQUAINTANCE WITH RFQ, TERMS & CONDITIONS & APPLICABLE DOCUMENTS

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. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:

1	Transnet's General Bid Conditions*
2	Transnet's Terms and Conditions of Contract for the supply of Services to Transnet*
3	Transnet's Supplier Integrity Pact*
4	Non-disclosure Agreement*
5	Specifications and drawings attached to this RFQ
6	Vendor Application Form* and all supporting documents (first time vendors only). Alternatively, for all existing vendors, please complete the table below under the heading "Existing vendors".
Note: documents marked with a "*" are available on request or at the Transnet website (www.transnet.net). Please click on "Business with Us", proceed to the tab "Tenders" and then click on "Standard Bid Documents".	

Existing vendors: existing vendors are required to confirm whether all the information (e.g. company address, contact details, banking details, etc.) relating to the existing vendor number is still correct at the time of submission of this bid failing which such Respondents are required to indicate so below and provide the updated information in their bid submission:

Transnet Operating Division [e.g. TFR, TE, etc.]	Vendor Number	Information still current [tick if applicable]	Information change [indicate detail of change/s & attach appropriate proof]

Respondent's Signature

Date & Company Stamp

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFQ unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from any term or condition may result in disqualification.

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.

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: _____

Respondent's Signature

Date & Company Stamp

**RFQ FOR THE DESIGN, SUPPLY, INSTALL AND MAINTAIN INDOOR SECURITY PEPPER SPRAY
ALARM SYSTEMS AT VARIOUS 25Kv TRACTION SUBSTATIONS AND TSS STATIONS**

Section 6: 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 5 and/or 6 exists, the Respondent is to complete the following section:

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

ADDRESS:

Respondent's Signature

Date & Company Stamp

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]

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.

Respondent's Signature

Date & Company Stamp

SIGNED at _____ on this _____ day of _____ 20____

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

Respondent's Signature

Date & Company Stamp

RFQ FOR THE DESIGN, SUPPLY, INSTALL AND MAINTAIN INDOOR SECURITY PEPPER SPRAY ALARM SYSTEMS AT VARIOUS 25Kv TRACTION SUBSTATIONS AND TSS STATIONS

Section 7: RFQ CLARIFICATION REQUEST FORM

RFQ No: ERACES 4113-23209

RFQ deadline for questions / RFQ Clarifications: Before 12:00 three days prior to closing date

TO: Transnet SOC Ltd
ATTENTION: Edwin Senne
EMAIL: edwin.senne@transnet.net
DATE: _____
FROM: _____

RFQ Clarification No [to be inserted by Transnet]

REQUEST FOR RFQ CLARIFICATION

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Respondent's Signature

Date & Company Stamp

RFQ Name: For the design, supply, install and maintain indoor security pepper spray alarm systems at various 25kv Traction substations and TSS stations
RFQ Number: ERACES 4113-23209

RFQ for Services
Version May 2016

**RFQ FOR THE DESIGN, SUPPLY, INSTALL AND MAINTAIN INDOOR SECURITY PEPPER SPRAY
ALARM SYSTEMS AT VARIOUS 25Kv TRACTION SUBSTATIONS AND TSS STATIONS**

Section 8: B-BBEE PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [B-BBEE] Status Level of Contribution.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value below R1 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated to not exceed R1 000 000 (all applicable taxes included) and therefore the 20 preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

POINTS	
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to 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 a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser 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 the purchaser.

2. DEFINITIONS

- (a) "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

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- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level 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;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or quotations;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"CIPC"** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- (g) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (h) **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (i) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- (j) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"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 or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (l) **"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;
- (m) **"non-firm prices"** means all prices other than "firm" prices;
- (n) **"person"** includes a juristic person;
- (o) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (p) **"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;
- (q) **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (r) **"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 Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (s) **"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

Respondent's Signature

Date & Company Stamp

- (t) “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 will be awarded the contract.
- 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 must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one 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 must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20

A maximum of 80 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

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

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must 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 (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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- 5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering business or filing annual returns. In these instances Transnet would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.
- 5.3 QSEs that are at least 51% Black owned or higher 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.
- 5.4 A Bidder other than EME or a QSE that is at least 51% Black owned 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.
- 5.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.6 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.
- 5.7 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.8 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 sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.9 A person awarded a contract may not sub-contract more than 25% 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 sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 5.10 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: . = (maximum of 10 points)
- (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 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.

8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted?

Respondent's Signature

Date & Company Stamp

(*Tick applicable box*)

YES		NO	
-----	--	----	--

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

(*Tick applicable box*)

YES		NO	
-----	--	----	--

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Respondent
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser

Respondent's Signature

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that the claims are correct;

- iv) 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, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.....</p> <p>2.....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:.....</p> <p>ADDRESS.....</p>
--

Respondent's Signature

Date & Company Stamp

RFQ FOR THE DESIGN, SUPPLY, INSTALL AND MAINTAIN INDOOR SECURITY PEPPER SPRAY ALARM SYSTEMS AT VARIOUS 25Kv TRACTION SUBSTATIONS AND TSS STATIONS

Section 9: B-BBEE IMPROVEMENT PLAN

Transnet encourages its Service Providers 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 RFQ 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 Service Provider will need to ensure that the relevant mechanisms and procedures are in place to allow Transnet access to information to measure and verify the Service Provider's compliance with its stated B-BBEE Improvement commitments.
- c) The Service Provider 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 Service Provider in order to monitor and evaluate its progress against its stated targets will be auditable.

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

I/We do hereby agree to the following should I/we fail to meet the required commitments in relation to B-BBEE Improvement Plan:

Non-compliance Penalties:

- a) If the Service Provider fails, at any agreed milestone, to achieve its commitments under and in accordance with the B-BBEE Improvement Plan ("a **Non-compliance**"), the Service Provider shall pay a Non-compliance penalty ("Non-compliance Penalty") to Transnet in respect of such Non-compliance. The penalties shall be imposed per milestone measurement.
- b) Respondents are to note that Transnet will determine the size of the entity (i.e. EME, QSE and Large) and the applicable Non-compliance Penalties annually based on the Service Provider's turnover in the year the penalty applies.

Applicable Rates of Non-compliance Penalties in respect of B-BBEE Improvement plan:

Respondent's Signature

Date & Company Stamp

- c) The Non-compliance Penalty shall be based on a percentage of the cumulative amount paid to the Service Provider by Transnet during the preceding year of a contract. Penalties shall only apply in respect of contracts lasting 3 years or more and shall be imposed at the Applicable Rates mentioned in Table 1 below.
- d) In order to ensure that payment of any applicable Non-compliance penalty is guaranteed, Transnet is entitled to make stipulated monthly/milestone deductions from amounts due to the Service Provider. These amounts shall be retained as security to ensure that the Service Provider will be able to discharge its obligations in respect of any applicable Non-compliance Penalty and shall be the "BBBEE Retention Amount". The relationship between the Non-compliance Penalty and the B-BBEE Retention Amount is illustrated in Table 2 below. The deduction of the B-BBEE Retention Amount shall be based on the following:
- i. Transnet shall be entitled to deduct a stipulated percentage from each monthly/milestone payment based on the penalty percentage stipulated in the next year as indicated in Table 1 below.
 - ii. By way of illustration, in respect of EMEs, in year 2 Transnet shall deduct 0,5% of each monthly/milestone payment to ensure that the Service Provider will be able to meet its obligations in respect of any applicable Non-compliance Penalty due at the end of year 3. The same approach in calculation of the B-BBEE Retention Amount applies in respect of years 3 and beyond, based on the penalty percentage as stipulated in Table 2 below.

Table 1: 5 Year Contracts (General Commodities)

Year	QSEs and EMEs other than Black Owned EMEs	Large Enterprises	51% Black Owned Large Enterprise	Designated Groups (51% Ownership): BWO, BYO, BDO & BO EMEs
1	Not Applicable (Engagement with Transnet-M&E)	Not Applicable (Engagement with Transnet-M&E)	Not Applicable (Engagement with Transnet-M&E)	Not Applicable (Engagement with Transnet-M&E)
2	Not Applicable (Engagement with Transnet-M&E)	Not Applicable (Engagement with Transnet-M&E)	Not Applicable (Engagement with Transnet-M&E)	Not Applicable (Engagement with Transnet-M&E)
3	0.5% of the preceding year's monthly/milestone payments	1% of the preceding year's monthly/milestone payments	0.75% of the preceding year's monthly/milestone payments	0.5% of the preceding year's monthly/milestone payments
4	1% of the preceding year's monthly/milestone payments	1.5% of the preceding year's monthly/milestone payments	1% of the preceding year's monthly/milestone payments	0.75% of the preceding year's monthly/milestone payments
5 **	1% of the preceding year's monthly/milestone payments	2.5% of the preceding year's monthly/milestone payments	2% of the preceding year's monthly/milestone payments	1% of the preceding year's monthly/milestone payments

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**This includes contracts in excess of 5 years in duration.

Table 2: Relationship between Non-compliance Penalty and B-BBEE Retention amount

Year	B-BBEE Retention Amount	Non-compliance Penalty
1	Not Applicable	Not Applicable
2	Deduction from monthly/milestone payments based on the penalty percentage stipulated for year 3	Not Applicable
3	Deduction from monthly/milestone payments based on the penalty percentage stipulated for year 4	B-BBEE Retention Amount deducted in year 2 will be used to discharge any applicable Non-compliance Penalty due at the end of year 3
4	Deduction from monthly/milestone payments based on the penalty percentage stipulated for year 5	B-BBEE Retention Amount deducted in year 3 will be used to discharge any applicable Non-compliance Penalty due at the end of year 4
5 **	Deduction from monthly/milestone payments based on the penalty percentage stipulated for year 5 and subsequent years	B-BBEE Retention Amount deducted in year 4 will be used to discharge any applicable Non-compliance Penalty due at the end of year 5

**The B-BBEE Retention Amount and applicable Non-compliance Penalties will apply similarly to contracts in excess of 5 years in duration.

- e) The BBBEE Retention Amount shall be retained by Transnet as security for the obligations of the Service Provider in terms of the BBBEE Improvement Plan.
- f) Should there be a change in the status of the Service Provider between the year the B-BBEE Retention Amount is deducted and the year the penalty is imposed, Transnet will be entitled to recover any shortfall between the B-BBEE Retention Amount and Non-compliance Penalty imposed, withhold payment due to the Service Provider in lieu of payment of the remaining shortfall or deduct (set off) the amount not paid by the Service Provider from the account of the Service Provider in the ensuing month.
- g) Should the Service Provider's obligations:
 - be met in terms of the BBBEE Improvement Plan, the BBBEE Retention Amount shall be released within 30 (thirty) days of the date of verification of compliance by the Service Provider of its obligations in terms of the BBBEE Improvement Plan, at which time the monies shall be paid over to the Service Provider; and
 - not be met, unless such failure is attributable to the occurrence of a Force Majeure Event, the Service Provider shall forfeit the BBBEE Retention Amount and shall have no further claim against Transnet for the repayment of such amount.

Non-compliance Penalty Certificate:

- h) If any Non-compliance Penalty arises, the Service Provider Development Manager shall issue a Non-compliance Penalty Certificate on the last day of each month during such Non-compliance indicating the Non-compliance Penalties which have accrued during that period.

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- i) A Non-compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the Service Provider disputes any of the amounts set out in a Non-compliance Penalty Certificate:
- the dispute shall be resolved in accordance with the provisions of the Agreement; and
 - if pursuant to that referral, it is determined that the Service Provider owes any amount to Transnet pursuant to the Non-compliance Penalty Certificate, then the Service Provider shall pay such amount to Transnet within 10 (ten) Business Days of the determination made pursuant to such determination and an accompanying valid Tax Invoice.

Payment of Non-compliance Penalties:

- j) Subject to paragraph (i) above, the Service Provider shall pay the Non-compliance Penalty indicated in the Non-compliance Penalty Certificate (or any part thereof due) within 10 (ten) Business Days of Transnet issuing a valid Tax Invoice to the Service Provider for the amount set out in that certificate. If Transnet does not issue a valid Tax Invoice to the Service Provider for Non-compliance Penalties accrued during any relevant period, those Non-compliance Penalties shall be carried forward to the next period.
- k) The Service Provider shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from Transnet, failing which Transnet shall, without prejudice to any other rights of Transnet under this Agreement, be entitled to call for payment which may be in any form Transnet deems reasonable and/or appropriate.
- l) Should the Service Provider fail to pay any Non Compliance Penalties within the time indicated above (as applicable), Transnet shall be entitled to deduct (set off) the amount not paid by the Service Provider from the account of the Service Provider in the ensuing month.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDEN

Respondent's Signature

Date & Company Stamp

**RFQ FOR THE DESIGN, SUPPLY, INSTALL AND MAINTAIN INDOOR SECURITY PEPPER SPRAY
ALARM SYSTEMS AT VARIOUS 25Kv TRACTION SUBSTATIONS AND TSS STATIONS**

Section 10: CERTIFICATE OF ATTENDANCE OF COMPULSORY SITE MEETING/RFQ BRIEFING

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*
attended the RFQ briefing in respect of the proposed Goods to be supplied in terms of this RFQ on
_____20____

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

Respondent's Signature

Date & Company Stamp

**RFQ FOR THE DESIGN, SUPPLY, INSTALL AND MAINTAIN INDOOR SECURITY PEPPER SPRAY
ALARM SYSTEMS AT VARIOUS 25Kv TRACTION SUBSTATIONS AND TSS STATIONS**

Section 11: A DESIGN OF THE SYSTEM OFFERED (PROOF OF DETAILED DESIGN)

Respondents are required to submit a proof of detailed design.

YES		NO	
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If it not provided, it will have a negative influence on your technical evaluation scoring.

Respondent's Signature

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**RFQ FOR THE DESIGN, SUPPLY, INSTALL AND MAINTAIN INDOOR SECURITY PEPPER SPRAY
ALARM SYSTEMS AT VARIOUS 25Kv TRACTION SUBSTATIONS AND TSS STATIONS**

Section 12: HEALTH RISK AND SAFETY PLAN

Respondents are required to submit a health, risk and safety plan. Please submit a separate attachment of the health, risk and safety plan with the RFQ and must make sure that they are covering the following points when compiling their health, risk and safety plan.

Part A. Health and safety Plan

SHE Management Structure

Health and Safety Representative (Section 17 of OHS Act)

Education and Training

Induction training

Site Specific Training

Health and Safety Communications

Safety/Toolbox talks

Incident Recall

Safe Working Procedures and Methods

Method Statements

Safe Operating Procedures

Task/Job observations.

Personal Protective Equipment and Clothing

PPE required after all other controls have been considered.

PPE proof of issue.

Part B. Environmental Management Plan

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

Control of Dust.

Soil Contamination.

Waste Management

YES	
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NO	
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If it not provided, it will have a negative influence on your technical evaluation scoring.

Respondent's Signature

Date & Company Stamp

**RFQ FOR THE DESIGN, SUPPLY, INSTALL AND MAINTAIN INDOOR SECURITY PEPPER SPRAY
ALARM SYSTEMS AT VARIOUS 25Kv TRACTION SUBSTATIONS AND TSS STATIONS**

Section 13: TECHNICAL CAPACITY/RESOURCES

Technical Capacity/ Resources to be used in the execution of this agreement in terms of the Agreement
Conditions and specifications

i) Technical capacity/resources immediately available for work tendered for:

(ii) Technical capacity/ resources on order and which will be available for work tendered for:

(iii) Technical capacity/resources to be acquired for the work tendered for:

Respondent's Signature

Date & Company Stamp

**RFQ FOR THE DESIGN, SUPPLY, INSTALL AND MAINTAIN INDOOR SECURITY PEPPER SPRAY
ALARM SYSTEMS AT VARIOUS 25KV TRACTION SUBSTATIONS AND TSS STATIONS**

Section 14: CLAUSE BY CLAUSE STATEMENT OF COMPLIANCE TO SPECIFICATION

NB: Please complete in full in the columns provided by writing (Yes/Comply) or (No/Do not Comply) and provide comments/reasons for non-compliance				
Clause no:	Description	Comply or Yes/Positive Compliance	Does Not Comply or No/Negative Compliance	Comments/Reasons for non-compliance
1	Scope			
1.1.1	This specification covers the requirements for the design, supply, installation, and maintenance of an Indoor GSM Pepper Gas Spray Alarm System in 25kV traction Substations and TSS stations based on a Lease agreement.			
1.1.2	The work shall be carried out at Hornsnek, Pendoring Werkmetlus, Bleskop, Turfgrond, Arthursview, Burgerreg, Paul and Thabazimbi.			
1.2	Annexures The following annexure form part of this project specification:			
1.2.1	Annexure A – BBBEE Improvement Plan			
1.2.2	Annexure B – Typical layout of a 25kV substation and TSS station.			
1.3	SERVICE CONDITIONS			
1.3.1	Environmental Conditions			
	The equipment/material shall be designed for operation under the following conditions			
1.3.1.1	Altitude – 0 to 1800m above sea level			
1.3.1.2	Ambient Temperature – Minus (-) 10°C to Plus (+) 45°C			
1.3.1.3	Relative Humidity – As high as 90%			
1.3.1.4	Lighting – More than 10 flashes/ km ² / annum			
1.3.2	Power Supply			

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1.3.2.1	<p>The equipment shall be capable of working off an auxiliary supply with a poor waveform caused by thyristor-controlled locomotives, line switching and lightning induced surges.</p> <p>A total harmonic voltage distortion figure of 27% must be catered for. Special attention must be paid to lightning protection.</p> <p>Respondents are to provide comprehensive details of protection circuitry.</p> <p>The battery backup shall be able to provide power to the alarm system circuitry for at least 3 (three) days without being charged.</p>			
1.4	INSTALLATION AND WIRING			
1.4.1	All wiring shall comply with SANS10142.			
1.4.2	All materials and components used shall be of high quality and installation work shall be of a high standard of workmanship, carried out under proper supervision of experienced and competent officers.			
1.4.3	All materials and components used for the installation shall comply with the SANS requirements.			
1.4.4	Components or materials that do not bear the SANS mark shall be approved by the Transnet Freight Rail prior to installation.			
1.4.5	The route of trenches shall be approved by a Transnet Freight Rail representative.			
1.4.6	Care shall be taken not to damage the existing materials, including contaminating ballast stones, during excavation.			
1.4.7	The minimum depth for trenches shall be 600mm.			
1.4.8	The complete electrical installation shall be properly earthed, in accordance with the requirements of the standard regulation for the wiring of premises SANS10142.			
1.4.9	Where the breaker room is separate to the main substation house, number of canisters shall be stated and the locations.			

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1.4.10	The Respondent shall ensure that the pepper gas spray alarm system interfaces with the existing installation, where there is a newly installed alarm system.			
1.5	ARMING AND DISARMING			
1.5.1	Arming and disarming of the alarm system shall be via SMS or Transponders (Tags).			
1.5.2	Valid tags shall be able to arm or disarm the alarm system when placed near the receiver.			
1.5.3	It should be possible to deactivate lost tags.			
1.5.4	The transponder shall have an indication light to show whether it is been activated or not.			
1.5.5	The number and position of the transponder receivers required per site shall be determined with the successful bidder			
1.6	DESIGN			
1.6.1	COMPONENTS			
1.6.1.1	Door Guards and Passive Infrared detectors supplied, shall be suitable for indoor use.			
1.6.1.2	The positions and number of motion-detectors shall be discussed at the site meeting.			
1.6.1.3	The system shall use cellular.			
1.6.1.4	Only authorised users using designated sim cards shall able to access the system via SMS.			
1.6.1.5	The system shall allow programming either via SMS (remotely) or on site.			
1.6.1.6	Each Tag shall have a unique identity which will enable the control box to identify the user.			
1.6.2	CONTROL BOX			
1.6.2.1	The Control Box shall able to send signals via SMS and Telecontrol (Refer to 1.8.3 & 1.8.4).			

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1.6.2.2	<p>If an alarm is activated, the control box shall:-</p> <ul style="list-style-type: none"> - Activate the Siren, (shall be on for 3 minutes and off for 1 minutes) until it is reset manually or via an SMS signal. - Activate the Strobe Light on top of the building, for the duration of the Siren. - Send a signal (indicating the name and location of the site) to the dedicated Cell phones, Response Teams and to the Server (Computer) located at electrical control room. - Activate the gas actuators to release the Pepper Gas. 			
1.6.2.3	<p>Control Box shall be able to monitor and report on the following:-</p> <ul style="list-style-type: none"> - Low Battery - Power Failure - Low level of Pepper Gas(to be deduced from number of previous activations) - Low Air Time - Any fault 			
1.6.2.4	Should it occur that the alarm is not armed when all doors are closed and no movement of persons is detected in any of the protected zones, the control box shall be able to automatically arm the system after a period of twenty (20) minutes has lapsed?			
1.6.2.5	The control box shall be able to log events chronologically a the server located at electrical control room.			
1.6.2.6	The control box shall be capable of running up to four additional transponder receivers as these maybe required to arm and disarm the system from more than one point.			
1.6.2.7	Adequate circuit protection shall be provided for the system (over-voltage, over-current, etc.)			
1.6.2.8	Control Box shall have enough free space to expand the system for future plans.			
1.6.3	CANISTER AND PEPPER GAS			
1.6.3.1	The canister shall be of the refillable /replaceable gas cylinder type and shall comply with SANS10220.			
1.6.3.2	The pepper gas formula shall be SANS approved and proof must be submitted, with the RFQ offer.			

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1.6.3.3	The pepper gas shall not have any effect on the substation equipment.			
1.6.3.4	The pepper gas shall be of the non-flammable type.			
1.6.3.5	The inhalation, skin and eye contact with the pepper gas shall be highly irritating.			
1.6.3.6	The pepper gas effects shall last up to 1 hour.			
1.6.4	NETWORK			
1.6.4.1	Cellular network to be used shall be approved by Transnet Freight Rail.			
1.6.4.2	Messaging service shall not be of the general public service.			
1.6.4.3	The telecontrol system shall be used as a backup to the cellular network.			
1.6.4.4	In case of cellular network failure, alarm signals shall be relayed by use of the telecontrol system.			
1.6.5	HARDWARE AND SOFTWARE REQUIREMENTS			
1.6.5.1	Software is subject to Transnet Freight Rail's approval.			
1.6.5.2	The software shall have full report writing capabilities.			
1.6.5.3	Respondents are to provide details of software and hardware requirements with their RFQ offers.			
1.6.5.4	The number of transponder tags shall be 20 per Depot.			
1.6.5.5	Provision shall be made for the supply, installation and testing of the SMS receiver at the control room.			
1.7	LEASING AGREEMENT			
1.7.1	The Respondent shall enter into a leasing agreement with Transnet Freight Rail for a minimum period of 2(two) years.			
1.7.2	The Respondent shall ensure that the alarms are fully maintained and functional at all times.			
1.8	TENDERING PROCEDURE			
1.8.1	Respondents shall indicate clause-by-clause compliance with this specification as well as the relevant equipment specifications.			

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1.8.2	Respondents may submit alternative offers for 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 discretion.			
1.8.3	Such offers shall be accompanied by a full, detailed documentation indicating the suitability of the components supplied.			
1.8.4	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.			
1.8.5	Failure to comply with the above requirements may preclude a RFQ from consideration.			
1.9	ADDITIONAL INFORMATION			
1.9.1	Respondents shall submit detailed descriptive literature, specifications, equipment schedules, layout of the equipment, etc., covering the equipment offered.			
1.9.2	The respondent shall clean the relay room if the pepper gas over sprayed			
1.10	MONTHLY MAINTENANCE COSTS The maintenance costs should include the following: <ul style="list-style-type: none"> - Refill of gas canister placed in substations - Callout an standby costs 			
1.11	RELIABILITY AND AVAILABILITY			
1.11.1	The system must be available 100% of the times.			
1.11.2	The pre-qualification for availability is 90% where the system has been implemented			
1.12	QUANTIFICATION			

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1.12.1	The security alarm system will be installed at nine sites namely:						
	No.	Station	Units	Installation			
	1	Hornsnek	1	Yes			
	2	Pendoring	2	Yes			
	3	Werkmetlus	1	Yes			
	4	Bleskop	1	Yes			
	5	Turfgrond	2	Yes			
	6	Arthursview	2	Yes			
	7	Burgerreg	2	Yes			
	8	Paul	2	Yes			
	9	Thabazimbi	2	Yes			
2	TESTS AND COMMISSIONING						
2.1	All prescribed tests shall be carried out on equipment as well as the testing of installation, by the Respondent, before commissioning.						
2.2	Transnet Freight Rail representative shall be present to witness such tests on the equipment and installation.						
2.3	The Respondent shall list commissioning tests to be conducted on components offered.						
2.4	The Respondent shall give Transnet Freight Rail a notice of 5 working days before the day of tests.						
3	TRAINING						
3.1	The Respondent will provide all the necessary training to the client's personnel with regards to the technology assistance.						

Respondent's Signature

Date & Company Stamp