

FREIGHT RAIL

An Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

REQUEST FOR QUOTATION [RFQ]

RFQ FOR THE SUPPLY, DELIVERY OF NEW FIRE EQUIPMENT, DEURBISHMENT AND SERVICING OF FIRE EQUIPMENT FOR A PERIOD OF TWO YEARS

RFQ NUMBER ERACES3 72 18864

ISSUE DATE: 25 A GUST 2015

CLOSING DATE: 6 SEPTEMBER 2015

CLOSING TIME: 10.00

BID VALIDITY PERIOD: 31 DECEMBER 2015

SCHEDULE OF BID DOCUMENTS

Sec	tion No	Page
SEC	TION 1: NOTICE TO BIDDERS	3
1	INVITATION TO BID	3
2	FORMAL BRIEFING	3
3	QUOTATION SUBMISSION	4
4	DELIVERY INSTRUCTIONS FOR RFQ	4
5	BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS	5
6	COMMUNICATION	6
7	CONFIDENTIALITY	6
8	INSTRUCTIONS FOR COMPLETING THE RFQ	7
9	COMPLIANCE	7
10	DISCLAIMERS	7
11	LEGAL REVIEW	8
SEC	TION 2: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS	9
1	SCOPE OF REQUIREMENTS	
2	GREEN ECONOMY / CARBON FOOTPRINT	12
3	GENERAL SERVICE PROVIDER OBLIGATIONS	
4	EVALUATION METHODOLOGY	13
SEC	TION 3: PRICING AND DELIVERY SCHEDULE	17
1	DISCLOSURE OF PRICES	22
2	SERVICE LEVELS	24
3	RISK	
4	REFERENCES	26
SEC	TION 4: QUOTATION FORM NO VIST OF RETURNABLE DOCUMENTS	27
SEC	TION 5: RFQ DECLARATION AND BREACH OF LAW FORM	32
SEC	TION 6: RFQ CLAPATICATION REQUEST FORM	34
SEC	TION 7: B-BBFE PRESERFACE POINTS CLAIM FORM	35
SEC	TION 8: CERN FOATE OF ATTENDANCE OF RFQ BRIEFING	41
SEC	TION 9: YCLEDULE OF PLANT AND EQUIPMENT	42
SEC	TION 10: CLAUSE BY CLAUSE COMPLIANCE TO PROJECT SPECIFICATION	43
RFC	Q ANNEXURES:	
N/A		

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 supply, delivery of new fire equipment, refurbishment and servicing of fire equipment for a period of two years [the Services]
	This RFQ is issued free of charge.
	The office of the Transnet Freight Rail Advice Centre
INSPECT / COLLECT DOCUMENTS FROM	Inyanda House 1 Ground Floor 21 Wellington road
	Parktown Johannesburg
ISSUE DATE AND COLLECTION DATE DEADLINE	Between 09:00 and 15 00 from 25 August 2015 until 31 August 2015
COMPULSORY/NON COMPULSORY BRIEFING SESSION	Yes Refer to caragraph 2 for details.
CLOSING DATE	10:00 th September 2015 Bilde's must ensure that bids are delivered timeously to the correct address. Is a central rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
VALIDUY) ERIO	31 December 2015 Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.

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

2 FORMAL BRIEFING

A compulsory pre-quotation RFQ briefing will be conducted at Transnet Freight Rail; at 10h00 on the 01 September 2015, 3rd Floor Jacaranda Boardroom Room, Nzasm Building, cnr no.6 Minnaar and Paul Kruger Street, Pretoria Central

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

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

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

3 QUOTATION SUBMISSION

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

The Secretariat, Transnet Acquisition Council

RFQ No: **ERACES3272-18864**

Description: For the supply, delivery of new fire equipment, refurbishment

and servicing of fire equipment for a period of two years

Closing date and time: **6 September 2015**

Closing address [Refer to options in paragraph 4 below]

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

4 DELIVERY INSTRUCTIONS FOR RFQ

4.1 **Delivery by hand**

If delivered by hand, the envelope is must be deposited in the mansnet tender box which is located in the foyer on the ground floor, Inyanda House 1. 2.1 Vellington road, Parktown, Johannesburg, and must be addressed as follows:

THE SECRETARIAT
TRANSNET ACQUISITION COUNCIL
GROUND FLOOR
TENDER BOX
INYANDA HOUSE 1
21 WELLINGTOW ROAD
PARKTOWN
JOHANNESSURG
2001

- a) The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must pleasurements that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 3 above.
- b) It should also be noted that the above tender box is located at the main entrance and is accessible to the public 24 hours a day, 7 days a week.

4.2 **Dispatch by courier**

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Transnet Acquisition Council and a signature obtained from that Office:

THE SECRETARIAT
TRANSNET ACQUISITION COUNCIL
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001

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

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

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

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

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

5.1 **B-BBEE Joint Ventures or Consociums**

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 [V] or son-sortium 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 X or consortium agreement is submitted to Transnet.

Respondents are to note the requirements for B-BBEE compliance of JVs or consortiums as required by Section 7 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

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

5.2 **Subcontracting**

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

Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and OSEs 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 sub-Contractor is an EME with the capability to execute the contract.

A person awarded a contract may not subcontract more than 25% [twenty-five percent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

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

6 COMMUNICATION

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

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

7 CONFIDENTIALITY

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

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.

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

8 INSTRUCTIONS FOR COMPLETING THE RFQ

- 8.1 Quotations must be submitted in duplicate hard copies [1 original and 1 copy] and must be bound.
- 8.2 Sign one set of original documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set must be a copy of the original signed Quotation.
- 8.3 Both sets of documents are to be submitted to the address specified in paragraph 4 above, and Bidders must ensure that the original and copies (where applicable) are identical in all respects as Transnet will not accept any liability for having disqualified a bidder for failing to rovide 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 1] roust be returned with your Quotation.
- 8.5 Unless otherwise expressly stated, all Quotations furnished fursuant to this RFQ shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bio 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 [hereinafte referred to as the **Service Provider**] shall be in full and complete compliance with any and all applicable has 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 Month the RFQ's Services and request Respondents to re-bid on any such changes;
- 16.2 Deject any Quotation which does not conform to instructions and specifications which are detailed herein;
- 10.3 Disqualify Quotations submitted after the stated submission deadline [Closing Date];
- 10.4 Not necessarily accept the lowest priced Quotation or an alternative bid;
- 10.5 Reject all Quotations, if it so decides;
- 10.6 Withdraw the RFQ on good cause shown;
- 10.7 Award a contract in connection with this Quotation at any time after the RFQ's closing date;
- 10.8 Award a contract for only a portion of the proposed Services which are reflected in the scope of this RFQ;
- 10.9 Split the award of the contract between more than one Service Provider, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 10.10 Make no award of a contract;

10.11 Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract.

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

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

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

Transnet threshold for Technical is 100% if no Bidders pass the predesimined minimum threshold in respect of Technical, the tender will be re-issued.

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

Transnet urges are clients, suppliers and the general public

to report any fraud or corruption to

TP-9FFS ANONYMOUS: 0800 003 056

1 Section 2: SCOPE OF REQUIREMENT

- 1.1 The requirements of this specification are that, supply, deliver new fire equipment, refurbishment and service firefighting equipment, direct to Hazmat Fire and emergency services in accordance with the RFQ conditions and specifications of the RFQ.
- 1.1.1 Respondent premises and service vehicles to be SABS 1475 approved and to be in possession of the required SABS 1475 certificate (valid and certified copy to be submitted with the RFQ)
- 1.1.2 The premises of the successful respondent will be visited to make that all obligations in terms of the works specification will be met.
- 1.1.3 Respondent to have SANAS accreditation for hydro static pressure testing of carbon dioxide fire extinguishers (valid and certified copy to be submitted with the RFQ).
- 1.1.4 Respondent's technicians to be in possession of the required SAQCC -1475 cellificates (valid and certified copies to be submitted with the RFQ).
- 1.1.5 All extinguishers to be marked with the Transnet symbol (on the handle and on the bottom ring of the fire extinguisher).
- 1.1.6 The symbolic safety signs to be of white ABS plastic with red writing for fire extinguishers signs and evacuation signs to be green in the background with write wring.
- 1.1.7 The double strap vehicle brackets for 5kg Co2 and 0 kg/CP fire extinguisher must be galvanized.

1.2 REFURBISHMENT, SERVICE AND SUP LY AND DELIVERY OF NEW FIRE EXTINGUISHERS EQUIPMENT

1.2.1 REFURBISH & SERVICE OF FIRE EXTINGUISHERS

- 1.2.1.1 Refurbish & service of 2 KG Co. File Exanguisher
- 1.2.1.2 Refurbish & service of 5K Co2 Fire Extinguisher
- 1.2.1.3 Refurbish & service of \$8 kg 602 Fire Extinguisher
- 1.2.1.4 Refurbish & service of 2.5 KG DCP Fire Extinguisher
- 1.2.1.5 Refurbish 8 service of 4.5 KG DCP Fire Extinguisher
- 1.2.1.6 Refurbisher service of 9 KG DCP Fire Extinguisher
- 1.2.1.7 Refurbish a service of 9 LT Water Fire Extinguisher
- 1.2.1.8 Ren rb sh & service of 9 LT Foam Fire Extinguisher
- 1.2.1.9 ABC Powder per KG
- 1.2.1.10 Carbon Dioxide per KG
- 1.2.1.11 Complete Co2 Heads
- 1.2.1.12 Complete 9 KG DCP Heads
- 1.2.1.13 Complete 9 LT Water EXT Heads

1.3 SUPPLY AND DELIVERY OF NEW FIRE EXTINGUISHERS EQUIPMENT

- 1.3.1 2 KG Co2 Fire Extinguisher
- 1.3.2 5KG Co2 Aluminium Fire Extinguisher
- 1.3.3 5KG Co2 Steal Fire Extinguisher
- 1.3.4 2.5KG DCP Fire Extinguisher
- 1.3.5 2 KG Co2 Horn
- 1.3.6 6.8KG Co2 Horns Complete

- 1.3.7 2,5 KG DCP Nipple
- 1.3.8 2.5 KG Vehicle Bracket
- 1.3.9 4.5KG DCP Fire Extinguisher
- 1.3.10 4.5KG DCP Discharge Hose
- 1.3.11 9KG DCP Fire Extinguisher
- 1.3.12 9KG DCP Discharge Hose
- 1.3.13 9LT Water Fire Extinguisher to be supplied with colour coding on the top and it must be white
- 1.3.14 9LT Water Discharge Hose
- 1.3.15 9LT Foam Fire Extinguisher to be supplied with colour coding on the top and it must be blue
- 1.3.16 9LT Foam Discharge hose Complete
- 1.3.17 9 KG Extinguisher Vehicle Bracket
- 1.3.18 5 KG Extinguisher Galvanized Double Strap Vehicle Bracket
- 1.3.19 9 KG Extinguisher Galvanized Double Strap Vehicle Bracket
- 1.3.20 5 Kg Wall Mounted Bracket
- 1.3.21 Hose Reel Complete
- 1.3.22 30M PVC Pipe for Hose Reel
- 1.3.23 Hose Reel Shut off Valve
- 1.3.24 Plastic Hose Reel Nozzles
- 1.3.25 Cast Iron KP2 Hydrant valve (Flash Fire)
- 1.3.25 65MM X 30M Lay Flat Hoses (Percolating) for Mainte a ce 10 Bar
- 1.3.26 Super Sound Complete
- 1.3.27 Super Sound Canister and Horn
- 1.3.28 Hydrant Cross t Keys
- 1.3.29 Morris Washer
- 1.3.30 Steel Hose Reel Boxes
- 1.3.31 Fire Hose Cabinet on legs
- 1.3.32 New 50 KG DCP Trolley Unit
- 1.3.33 Supply of 6m boiler pipe (hydrant marker pole and marker)
- 1.3.34 Supply asser bly point pole complete with 600X600 assembly point steel sign
- 1.3.35 Replace any note
- 1.3.36 Prote 106 Tranch
- 1.3.37 Discharge hose and nozzle 50 KG and 68 KG DCP trolley units
- 1.3.38 Fibre washer for Co2 Horns
- 1.3.39 Backing Boards
- 1.3.40 290 X 290MM S/SIGNS FIRE HYDRANT
- 1.3.41 290 X 290MM S/SIGNS RED ARROW
- 1.3.42 290 X 290MM S/SIGNS GREEN ARROW
- 1.3.43 290 X 290MM S/SIGNS EMERGENCY ALARM
- 1.3.44 290 X 290MM S/SIGNS ALARM SIGNAL
- 1.3.45 290 X 290MM S/SIGNS RED EXTINGUISHER
- 1.3.46 290 X 290MM S/SIGNS RED EXIT
- 1.3.47 290 X 290MM S/SIGNS GREEN ARROW
- 1.3.48 290 X 290MM S/SIGNS GREEN RUNNING MAN LEFT
- 1.3.49 290 X 290MM S/SIGNS GREEN RUNNING MAN RIGHT
- 1.3.50 290 X 290MM S/SIGNS NO SMOKING

- 1.3.51 290 X 290MM S/SIGNS NO OPEN FLAMES
- 1.3.52 290X 290MM S/ SIGNS FIRST AID
- 1.3.53 290 X 290MM Assembly Point Boards
- 1.3.54 600 X 600MM Assembly Point Boards , ABS plastic and a thin galvanized plate, back ground green and written in white

1.4 REFURBISHMENT SPECIFICATIONS

1.4.1 Refurbishment of fire extinguishers equipment specification shall include the following

- 1.4.1.1 Recharging of extinguisher
- 1.4.1.2 All spare parts to be included (stem check, siphon tube, gauges , safety related valves, ext handle, bases, stem check spring, replacing of stem checks, (DCP) where necessary, female bracket components, plunger and seals, washers-Co2 spare parts to be included
- 1.4.1.3 Repainting (spray paint) of the extinguisher and do the color coding of the fire congular transfer and the color coding of the fire congruence and the color coding of the coding of the color coding of the codin
- 1.4.1.4 Hydrostatic Pressure Testing must be done according to Sans 1475 and the vertificates off all the fire extinguishers must be provided when they deliver the extinguishers at the depot
- 1.4.1.5 Replacement of the Instruction Labels if they are badly damaged and ou cannot read it any more
- 1.4.1.6 Resealing of the extinguishers and the service label must be affixed.
- 1.4.1.7 The old CO2 heads must be replaced with new ones and than they have to bring back the old co2 heads to the fire depot.
- 1.4.1.8 Unique number and identification mark (Transnet Mark) on the carry handle

1.5 SERVICE SPECIFICATIONS

1.5.1 Service of the fire extinguishers equipment pecification shall include the following

- 1.5.1.1 Pickup and delivery of the units and handling
- 1.5.1.2 Tagging of the fire extinguished
- 1.5.1.3 Discharging of fire extinguished
- 1.5.1.3 Stripping of the cylinder read % alscharge hose and head components
- 1.5.1.4 Internal inspection and have a look for corrosion and foreign matters
- 1.5.1.5 Check valve and stem
- 1.5.1.6 Replace bed Oring where necessary
- 1.5.1.7 Refilling 1502 and DCP Or foam or water in to the fire extinguisher before recharging
- 1.5.1.8 Do Nat test on the following fire extinguisher DCP/water/foam after recharging

1.6 SPECIAL CONDITIONS

- 1.6.1 The new equipment must be delivered within 48 hours calculated from the date of the receipt of purchase order
- 1.6.2 The respondent is to collect all extinguishers for refurbishment from, refurbish and return, direct to the relevant Transnet Freight Rail fire department within **seven (7) days.**
- 1.6.3 All prices include Collect, delivery, parts and labour costs
- 1.6.4 No charges other than those agreed upon in the agreement will be payable.
- 1.6.5 All remedial work to be carried at in accordance to the manufactures specification
- 1.6.6 The quantities as reflected in the schedule of quantities are only estimated quantities and are given to the respondent as a guideline of what Transnet anticipates to use during a two year period. Transnet will not be bound in any way to purchase these quantities.

1.7 AS AND WHEN CONTRACTS

- 1) Purchase orders will be placed with the respondent from time to time as and when new, refurbishment, and servicing is required
- 2) Transnet reserves the right to place purchase orders until the last day of the agreement 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.

1.8 INVOICE INFORMATION

All invoices must reflect the following information: -

- Contract number / Purchase order number ~
- Description of work performed plus detailed address where work was performed
- All invoices to be verified by TFR Supervisor and stamped
- Company's VAT number and Transnet Vat number 472010317
- Transnet Freight Rail full postal address

1.9 GUARANTEE

All equipment must be guaranteed for a period of 12 month from date of delivery/service.

1.10 DELIVERY ADDRESS

Delivery is to be effected direct to the following addless

Hazmat Fire and Emergency Services

Transnet Road between Solomor Street and Paul Kruger Street, Capital Park, Pretoria

CONTACT PERSON FOR TO CHNICAL AND DELIVERY ENQUIRIES

Mr. Simo Khanyi

Telephone (012/813-2013) or 083 459 8600

2 GREEN C NOMY / CARBON FOOTPRINT

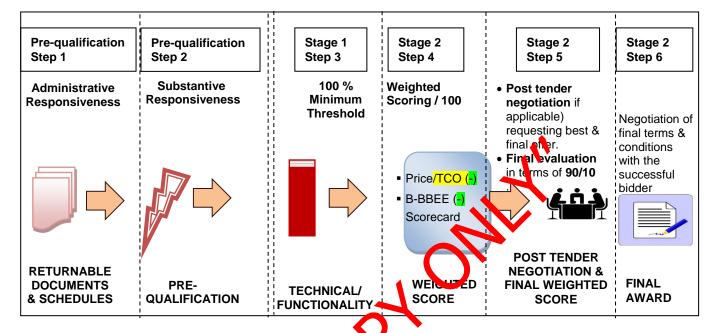
commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard*.

3 GENERAL SERVICE PROVIDER OBLIGATIONS

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

4 EVALUATION METHODOLOGY

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



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

4.1 PREQUALIFICATION STAGE S EP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

	Administrative responsiveness check	RFQ Reference
•	Whicher the Bid has been lodged on time	Section 1 paragraph 3
\ \	There all mandatory returnable documents and/or schedules [here applicable] were completed and returned by the closing late and time	Section 4
X	\sim A valid letter of good standing with the Compensation	
•	Commissioner by the Department of labour (essential	
	returnable document)	
	\sim FEETA certification and proof of liabilities	
•	Verify the validity of all returnable documents	Section 4

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

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

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

Check for substantive responsiveness	RFQ Reference
Whether any general pre-qualification criteria set by Transnet, have been met	Section 4
Whether the Bid contains a priced offer	Section 3
Whether the Bid materially complies with the scope and/or specification given	All Sections
✓ A fully completed clause by clause to project specification	
√ (SABS) SANS -1475 firefighting equipment certificate for company (valid and certified copy required with the RFQ)	1"
✓ SAQCC-1475 firefighting equipment certificates for Technicians servicing fire equipment in accordance with SANS-1475 (valid and certified copy required with the RFQ)	
 ✓ Proof of SANAS accreditation certificate for hydrostati pressure testing of carbon dioxide fire extinguished valid and certified copy required with the Ri 2) 	
Whether the compulsory information briefing session was attended	Section 1, paragraphs 2.1 & section 8

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

4.3 STAGE 1 ~ STEP 3: Minimum hreshold 100% for Technical Criteria

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

	Te chnical Criteria	% Weightings	RFQ Reference
• Statement	of compliance to project	100%	Section 2
OC	Total Weighting:	100%	
S.A.	Minimum qualifying score required:	60	

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

Points	Interpretation
0	Non Compliance
100	100% Compliance

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

4.4 STAGE TWO ~ STEP 4: Evaluation and Final Weighted Scoring

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

Evaluation Criteria		RFQ Reference
Commercial offer		Section 3

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

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

Where:

Ps = Score in the Bid under consideration
Pt = rice of 3d under consideration

Pmin = Nice of lowest acceptable Bid

- b) **Froad-Based Black Economic Empowerment criteria** [Weighted score **10 points**]
 - BBEE current scorecard / B-BBEE Preference Points Claims Form
- Preference coints will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

4.5 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Percentage [%]
Technical / functionality	100

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

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

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

6 STAGE TWO ~ STEP 6: Final Contract Award

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

IMPORTANT NOTICE TO RESPONDENTS

Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFQs exceeding R5million [five million S.A. Rand] in value. Shown Respondent have any material concern regarding an RFQ process which meets this threshold, 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 timese therself with the Terms of Reference OF the Ombudsman which are available for review at Transnet; 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 above rentioned 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 light to place such a Bidder on its List of Excluded Bidders.

CLOSING VENUE: As per Section 1, paragraph 4.1

CLOSING DATE: 6 September 2015

CLOSING TIME: 10h00

VALIDITY PERIOD: 31 December 2015

Section 3: PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the table below:

ITEM	DESCRIPTION	QTY	RATE PER UNIT	TOTAL PRICE AMOUNT YEAR 1	QTY	RATE PER UNIT	TOTAL PRICE AMOUNT YEAR 2	TOTAL PRICE FOR YEAR1 AND 2
	T	1	REFURBISHN	IENT OF FIRE	EXTING	JIS HEKS	1	
1	Refurbish &	150			150			
	service of 2 KG							
	Co2 Fire				4			
	Extinguisher							
2	Refurbish &	150			150			
	service of 5KG							
	Co2 Fire							
	Extinguisher							
3	Refurbish &	500			650			
	service of 6.8 KG							
	Co2 Fire							
	Extinguisher		y '					
4	Refurbish &	120			120			
	service of 2.5 KG							
	DCP Fire							
	Extinguisher							
5	Refurbish &	150			150			
	service of 4.5 KG							
	DCP Fire							
	Extinguisher							
6	Refurbish &	500			500			
	service of 9 KG							
	DCP Fire							
	Extinguisher							
7	Refurbish &	150			150			
	service of 9 LT							

	SUB-TOTAL VAT (14%) GROSS TOTAL						
	SUB-TOTAL						
	1						
	Water EXT Heads	20		20			
13	Complete 9 LT						
12	Complete 9 KG DCP Heads	80		100	7		
11	Complete Co2 Heads	150		180			
10	Carbon Dioxide per KG	150		150		•	
9	ABC Powder per KG	150		150			
8	Extinguisher Refurbish & service of 9 LT Foam Fire Extinguisher	150		150			

ITEM	DESCRIPTION	QTY	RATI PER UNIT	TOTAL PRICE AMOUNT YEAR 1	QTY	RATE PER UNIT	TOTAL PRICE AMOUNT YEAR 2	TOTAL PRICE FOR YEAR1 AND 2
1	1 _		SERVICE	OF FIRE EXTI		ERS	1	
1	Service of 2 KG	150	>		150			
	Co2 Fire							
	Extinguisher							
2	Service of 3/2	150			150			
	Co2 File							
	Extinguisher							
3	Service of 6.8 KG	500			650			
	Co2 Fire							
	Extinguisher							
4	Service of 2.5 KG	120			120			
	DCP Fire							
	Extinguisher							
5	Service of 4.5 KG	150			150			
	DCP Fire							
	Extinguisher							

	1	1		1	1			т — 1
6	Service of 9 KG	500			500			
	DCP Fire							
	Extinguisher							
7	_							
/	Service of 9 LT	150			150			
	Water Fire							
	Extinguisher							
8	Service of 9 LT	150			150			
	Foam Fire							
	Extinguisher							
9	_							
9	ABC Powder per					(•	
	KG	150			150			
10	Carbon Dioxide							
	per KG	150			150			
11	Complete Co2							
	Heads	150			180			
12				+	200			
12	Complete 9 KG				1			
	DCP Heads	80			00			
13	Complete 9 LT			N				
	Water EXT Heads	20		()	20			
	SUB-TOTAL							
	VAT (14%)							
	GROSS TOTAL AMOUNT		N					

	SI	JPPLY A.V. DELIV	ERY OF NEW FIRE E	XTINGU	ISHER EOUI	PMENT	
1	2 KG Co2 Fire Extinguisher	110		150			
2	5KG Co2 Aluminium Fire Extircuisi er	150		150			
3	5KG Co2 Steal Fire Extinguisher	100		100			
4	2.5KG DCP Fire Extinguisher	150		200			
5	2 KG Co2 Horn	50		50			
6	6.8KG Co2 Horns Complete	500		500			
7	2,5 KG DCP Nipple	200		200			
8	2.5 KG Vehicle Bracket	75		75			

	
Respondent's Signature	Date & Company Stan

9	4.5KG DCP Fire	30			30			
	Extinguisher							
10	4.5KG DCP	20			20			
	Discharge Hose							
11	9KG DCP Fire	150			180			
	Extinguisher							
12	9KG DCP	200			220			
	Discharge Hose							
13	9LT Water Fire	100			100		4	
	Extinguisher to be						1,	
	supplied with						4	
	colour coding on							
	the top and it							
	must be white							
14	9LT Water	120			120)		
	Discharge Hose							
15	9LT Foam Fire	50			50			
	Extinguisher to			X				
	be supplied with			(),				
	colour coding on							
	the top and it							
	must be blue		N					
16	9LT Foam	30			30			
	Discharge hose							
	Complete		· ·					
17	9KG Extinguisher	50			60			
	Vehicle Bracket							
18	5KG Exting vistor	300			300			
	Galvanize Double							
	Strap Verticle							
	Bracket							
19	9KG Extinguisher	300			300			
	Galvanize Dabble							
	Strap Vehicle							
	Bracket							
20	5 Kg Wall	50			50			
	Mounted Bracket							
21	Hose Reel	15			15			
	Complete							
				1				

22	30M PVC Pipe for	20			20			
	Hose Reel							
23	Hose Reel Shut off Valve	20			20			
24	Plastic Hose Reel Nozzles	50			50			
25	Cast Iron KP2 Hydrant valve (Flash Fire)	20			20			
26	65MM X 30M Lay Flat Hoses (Percolating) for Maintenance 10 Bar	80			80	J.		
27	Super Sound Complete	35			35),		
28	Super Sound Canister and Horn	35		Q	35			
29	Hydrant Cross t Keys	20	(Ò,	30			
30	Morris Washer	50			50			
31	Steel Hose Reel Boxes	20	14		25			
32	Fire Hose Cabinet on legs	25			25			
33	New 50 KG DG Trolley Upi	10			10			
34	Supply on 6th boller pine (hydrant marker pole AND MARKER)	30			30			
35	Supply assembly point pole complete with 600X600 assembly point steel sign	25			25			
36	Replace Caring Handle	60			60			

37	Proto 100 Branch	60	60			
38		15	15		1	
50	Discharge hose and nozzle 50 KG					
	and 68 KG DCP					
	TROLLEY UNITS					
39	Fibre Washer for	500	500			
	Co2 Horns					
40	Backing Boards	120	120			
41	290 X 290MM	30	30			
	S/SIGNS - FIRE				11	
	HYDRANT				7	
42	290 X 290MM	400	400			
	S/SIGNS - RED					
	ARROW					
43	290 X 290MM	150	150	U		
	S/SIGNS - GREEN					
44	ARROW	150	150			
77	290 X 290MM S/SIGNS -	130	130			
	EMERGENCY					
	ALARM					
45	290 X 290MM	150	150			
	S/SIGNS - ALARM					
	SIGNAL					
46	290 X 290MM	30.)	300			
	S/SIGNS - RED					
	EXTINGUISHER					
47	290 X 2001 W	150	150			
	S/SIGNS RED					
48	EXIT	300	300			
т0	290 X 290MM	300	300			
	S/SIGNS - GREEN ARROW					
49	290 X 290MM	300	300			
	S/SIGNS - GREEN					
	RUNNING MAN					
	LEFT					
50	290 X 290MM	300	300			
	S/SIGNS - GREEN					

	RUNNING MAN					
	RIGHT					
51	290 X 290MM	150		150		
	S/SIGNS - NO					
	SMOKING					
52	290 X 290MM	150		150		
	S/SIGNS - NO					
	FLAMES					
53	290X 290MM S/	100		100		
	SIGNS - FIRST				1	
	AID				•	
54	290 X 290MM	100		100		
	Assembly Point					
	Boards					
55	600 X 600MM	80		80		
	assembly Point		•			
	Boards					
	SUB-TOTAL					
	VAT (14%)				-	
	GROSS TOTAL AMOUNT		ł U			

Notes to Pricing:

- a) Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate the-follike 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 patheing declared non-responsive.
- c) Phase 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.
- Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 1, clause 1]

YES

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 SERVICE LEVELS

- 2.1 An experienced account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 2.2 Transnet will have quarterly reviews with the Service provider's account representative on an ongoing basis.
- 2.3 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value. Transnet.
- 2.4 The Service provider guarantees that it will achieve a 55% [n nety-five per cent] service level on the following measures:
 - a) Random checks on compliance with quality/quantity/specifications
 - b) On-time delivery
- 2.5 The Service provider must provide a tephone number for customer service calls.
- 2.6 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet; giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels

YES	NO	

3 RIS

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

Respondent's Signature

Continuity of	f supply	/ :							
Compliance	with		Occupational		and	Safety	Act,	85	of
						_	1		
				1					
			<u> </u>	24					
			S	34					
				34					
	Ų.			34					

4 REFERENCES

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

Company	Nature of work	Value of work	Contact person	Contact	Year
Name				details	completed
				1	
				1	
			•		
				A.	
			1		
.()	-				
2 X					

Date & Company Stamp

RFQ FOR THE SUPPLY, DELIVERY OF NEW FIRE EQUIPMENT, REFURBISHMENT AND SERVICING OF FIRE EQUIPMENT FOR A PERIOD OF TWO YEARS

Section 4: QUOTATION FORM AND LIST OF RETURNABLE DOCUMENTS

I/We_										
[name	e of	entity,	company,	close	corporation	or	partnership]	of	[full	address]
carryir	ng on bu	siness trad	ing/operating	as				111		
repres	ented by							4		
-						Directo	ors of Members	or Cer	tificate o	f Partners,
dated			to enter int	o, sign e	xecute and cor	nplete	any a cuments	relating	g to this	Quotation
and ar	ny subse	quent Agre	ement. The fo	llowing li	st of persons ar	e hereb	authorised to i	negotia	ate on be	ehalf of the
above	mentione	ed entity, s	hould Transne	t decide t	to enter into	t Tend	er Negotiations v	vith sh	ortlisted	bidder(s).
	FULL N	AME(S)		CAF	PACITY			SIG	NATURE	
				-						
				1-						
				12						
				<u> </u>						
			1							
I/We	hereby o	offer 🐪 su	pply the abov	emention	ned Services at	the pr	ices quoted in t	the scl	hedule o	f prices in
accord	lance v t	th the term	ns set forth in t	he docun	nents listed in tl	ne acco	mpanying sched	ule of I	RFQ doc	uments.
I/We	are o	be bound I	by those condi	tions in T	ransnet's:					
(i)		Agreement								
(ii)	General	Bid Condi	tions – Service	s; and						
(iii)	any oth	ner standar	d or special co	nditions i	mentioned and/	or emb	odied in this Req	uest fo	or Quotat	tion.
			•						-	
	-						m me/us in the l			
_	_	•	_				nange of corresponders			etner with
ransr	iet's acce	eptance th	ereor snall con	stitute a	binding contract	Detwe	en Transnet and	me/us	5.	
Should	l Transn	et decide 1	that a formal o	contract s	should be signe	d and	so inform me/us	in a l	etter of	intent [the
Lette	r of In	itent], th	is Quotation	[and, if	any, its cove	ring le	tter and any s	subseq	uent ex	change of
							_			

Respondent's Signature

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

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

I/We accept that any contract resulting from this offer will be for a period of 2 years only.

Furthermore, I/we agree to a penalty clause/s to be negotiated with Transnet, which will allow Transnet to invoke a penalty against us for non-compliance with material terms of this RFQ including the delayed delivery of the Services due to non-performance by ourselves, failure to meet Supplier Development and/or B-BBEE Improvement Plan commitments. A penalty of up to 100% of the outstanting portion of the Supplier Development commitment will be applied and Transnet reserves the right to set this off against any payment due to the Respondent. In addition, I/we agree that non-compliance with any of the 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 goven 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 authorises 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 subhalling all matters relating to such contract.

Respondent to indicate the letail of its domicilium citandi et executandi hereunder:

Faccionin			
Address:			

NOTIFICATION OF AWARD OF RFQ

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

VALIDITY PERIOD

Transnet requires a validity period up to **31 December 2015** against this RFQ.

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

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

			•	
(111)	- an name(s) or an ector/member(s)	Addicas Addicases	To Maniber(3)	
(iii)	Full name(s) of director/member(s)	Address/Addresses	ID Number(s)	
(ii)	Registered name of company / C.C			
(i)	Registration number of company / C.C			

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 <u>will</u> result in a Respondent's disqualification. Bidders are therefore urged to ensure that <u>all</u> these documents are returned with their Quotations.

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

MANDATORY DETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 3 : Pricing and Delivery Schedule	
SECTION 8 : Certificate of attendance of compulsory RFQ Briefing session	
SECTION 10: Clause by clause tatement of compliance to project specification	
√ (SABS) S MS 1-13 Certification for company (valid and certified copy required with the RFQ) √ (SABS) S MS 1-13 Certification for company (valid and certified copy required with the RFQ) ✓ (SABS) S MS 1-13 Certification for company (valid and certified copy required with the RFQ) ✓ (SABS) S MS 1-13 Certification for company (valid and certified copy required with the RFQ) ✓ (SABS) S MS 1-13 Certification for company (valid and certified copy required with the RFQ) ✓ (SABS) S MS 1-13 Certification for company (valid and certified copy required with the RFQ) ✓ (SABS) S MS 1-13 Certification for company (valid and certified copy required with the RFQ) ✓ (SABS) S MS 1-13 Certification for company (valid and certified copy required with the RFQ) ✓ (SABS) S MS 1-13 CERTIFICATION (valid and certified copy required with the RFQ) ✓ (SABS) S MS 1-13 CERTIFICATION (valid and certified copy required with the RFQ) ✓ (SABS) S MS 1-13 CERTIFICATION (valid and certified copy required with the RFQ) ✓ (SABS) S MS 1-13 CERTIFICATION (valid and certified copy required with the RFQ) ✓ (SABS) S MS 1-13 CERTIFICATION (valid and certified copy required with the RFQ) ✓ (SABS) S MS 1-13 CERTIFICATION (valid and certified copy required with the RFQ) ✓ (SABS) S MS 1-13 CERTIFICATION (valid and certified copy required with the RFQ) ✓ (SABS) S MS 1-13 CERTIFICATION (valid and certified copy required with the RFQ) ✓ (SABS) S MS 1-13 CERTIFICATION (valid and certified copy required with the RFQ) ✓ (SABS) S MS 1-13 CERTIFICATION (valid and certified copy required with the RFQ) ✓ (SABS) S MS 1-13 CERTIFICATION (valid and certified copy required with the RFQ) ✓ (SABS) S MS 1-13 CERTIFICATION (valid and certified copy required with the RFQ) ✓ (SABS) S MS 1-13 CERTIFICATION (valid and certified copy required with the RFQ) ✓ (SABS) S MS 1-13 CERTIFICATION (valid and certified copy required with the RFQ) ✓ (SABS) S MS 1-13 CERTIFICATION (valid and certified copy required with the RFQ) ✓ (SABS) S MS 1-13 CERTIFICATION (va	
✓ SACCC-1475 certification for Technicians (valid and certified copy required to e RFQ)	
PN of of SANAS accreditation certificate for hydro static pressure testing of carbon dioxide fire extinguishers (valid and certified copy required with the RFQ	

b) Essential Returnable Documents

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

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

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

Respondent's Signature	Date & Company Stamp

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
SECTION 4: Quotation Form and List of Returnable documents	
 Valid and original, or a certified copy, of your entity's B-BBEE Accreditation Certification as per the requirements stipulated in the B-BBEE Claims Form Section 7. Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference 	
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
- Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
Original and valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a teparate Tax Clearance Certificate for each party]	
SECTION 5 : RFQ Declaration and Breach of Law Form	
SECTION 7 : B-BBEE Preference Claim Form	
SECTION 9 : Schedule of Plant and Equipment	
✓ A valid letter of good standing with the Compensation Commissioner issued by the Department of Labour	_

c) **Additional Documents**

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

ADDITIONAL DOCUMENTS	SUBMITTED [Yes or No]
✓ FEETA certification and protes of liabilities	

CONTINUED VALIDITY OF RENIPNABLE DOCUMENTS

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

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

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

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

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

- 1 General Bid Conditions*
- 2 Master Agreement*
- 3 Supplier Integrity Pact*
- 4 Non-disclosure Agreement*
- 5 Specifications and drawings included in this RFQ
- 6 Vendor Application Form* and all supporting documents (first time vendors only)
- 7 E4E Safety arrangements and Procedural compliance (Act 85 of 1993) and a plicable regulations*
- BBD8210 version 1 E/7 Specification to general work and works on over, under or adjacent to railway lines and near high voltage equipment*

Alternatively, for all existing vendors, please provide vendor rumber() here

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

In the Yes/No column above, please confirm that all the information e.g. company address and contact details, banking details etc. are still correct as at the time of allocation of the vendor number(s).

*(available on Transnet's vebsite or upon request)

SIGNED at	on this day of	20
SIGNATURE OF WITNESSE	ADDRESS OF W	TITNESSES
11		
Name		
2 11 2		
Name		
SIGNATURE OF RESPONDENT'S A	AUTHORISED REPRESENTATIVE:	
NAME:	TELEPHONE:	
DESIGNATION:	CELL PHONE:	

We _	do hereby certify that:
1.	Transnet has supplied and we have received appropriate responses to any/all questions [
	applicable] which were submitted by ourselves for RFQ Clarification purposes;
2.	we have received all information we deemed necessary for the completion of this Request f Quotation [RFQ];
3.	we have been provided with sufficient access to the existing translet facilities/sites and any and all relevant information relevant to the Services as well as Transnet information and Employed and has had sufficient time in which to conduct and perform a thorough due diligence. Transnet's operations and business requirements and assets used by Transnet. Transnet we therefore not consider or permit any protor post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumption made by the Respondent in arriving at his Bid Price.
4.	at no stage have we received additional information relating to the subject matter of this RF from Transnet sources, other man information formally received from the designated Transn contact(s) as nominated in the RFQ documents;
5.	we are satisfied, insorar as our entity is concerned, that the processes and procedures adopted by Transpet increasing this RFQ and the requirements requested from Bidders in responding this RFQ have been conducted in a fair and transparent manner; and
6.	urthermore, we declare that a family, business and/or social relationship exists / does no exist [delete as applicable] between an owner / member / director / partner / shareholder 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 entities / is not [delete as applicable] an employee or board member of the Transnet Group.
8.	If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complethe following section:
	AME OF OWNER/MEMBER/DIRECTOR/ R/SHAREHOLDER: ADDRESS:

[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 all and 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

Signature:

Date:

Place:

DREACH OF EAW	, () `						
12. We further hereby certify	that <i>I/we</i> (the bid ing entity and/or ar	y of its directors, members or					
partners) <i>have/have no</i>	t been [delete s applicable] found guilt	y during the preceding 5 [five]					
years of a serious breach	of law, including but not limited to a bre	ach of the Competition Act, 89					
	of 1998, by a court of law, tril unal o other administrative body. The type of breach that the Respondent is required to discloss excludes relatively minor offences or misdemeanours, e.g.						
	traffic offences. This include the imposition of an administrative fine or penalty.						
Where found guilt of such	Where found guilt of such a serious breach, please disclose:						
NATURE OF BREACH	· •						
X							
DATE OF BREACH:							
	ledge that Transnet SOC Ltd reserves the	ne right to exclude any					
	ing process, should that person or entity	,					
	unal or regulatory obligation.	ζ ,					
	on this day of	20					
	•	20					
For and on behalf of	AS WITNESS:						
duly authorised hereto							
Name:	Name:						
Position:	Position:						

Signature:

Registration No of Company/CC

Registration Name of Company/CC

Section 6: RFQ CLARIFICATION REQUEST FORM

Section 7: B-BBEE PREFERENCE POINTS CLAIM FORM

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

1. INTRODUCTION

- 1.1 A total of 10 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and cubmit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] or an Accounting Officer as contemplated in the Close Coporation Act [CCA] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2. GENERAL DEFINITIONS

- 2.1 **"all applicable taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** m and broad-based black economic empowerment as defined in section 1 of the Broad-Based black Economic Empowerment Act;
- 2.3 **"B-BBE" status of contributor"** means the B-BBEE status received by a measured entity based or its we all performance using the relevant scorecard contained in the Codes of Good Practice Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 24 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 "consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract:
- 2.8 "contract" means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **"EME**" means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.10 "firm price" means the price that is only subject to adjustments in accordance with the actual

increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the Respondent and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

- 2.11 "functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 "non-firm prices" means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 "QSE" means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Cooks of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] william and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 "**rand value**" means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and included all applicable taxes and excise duties;
- 2.16 **"subcontract"** means the primary Pest cident's assigning or leasing or making out work to, or employing another person to support such primary Respondent in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Ecopolic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Art and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** mean the arrangement through which the property of one person is made over or bequeatted to a trustee to administer such property for the benefit of another person; and
- 2.19 **Truste** 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

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

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

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

B-BBEE Status Level of	Number of Points
Contributor	[Maximum 10]
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	
Non-compliant contributor	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity is Level of Black ownership.
- 4.4 If terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification

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

5.

B-BB	SEE STATU	SAN SUBCONTRACTING	
5.1	Bidders	who claim points in respect of B-BBEE Status Level of Contribut	tion must
	cor plet	te the following:	
	B-B.V.E S	Status Level of Contributor = [maximum of 10 points]	
O	Note: Po	oints claimed in respect of this paragraph 5.1 must be in accordance with	the table
X	reflected	I in paragraph 4.1 above and must be substantiated by means of a B-BBEE	certificate
•	issued by	y a Verification Agency accredited by SANAS or a Registered Auditor approved	by IRBA or
	a sworn a	affidavit in the case of an EME or QSE.	
5.2	Subcont	tracting:	
	Will any բ	portion of the contract be subcontracted? YES/NO [delete which is not applicate	ole]
	If YES, in	ndicate:	
	(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-contract	
	(iv)	Is the sub-contractor an EME?	YES/NO
5.3	Declaration	ion with regard to Company/Firm	

(i) Name of Company/Firm.....

VAT registration number.....

(iii)	Company registration number
(iv) -	Type of Company / Firm [TICK APPLICABLE BOX]
	□Partnership/Joint Venture/Consortium
	☐One person business/sole propriety
	□Close Corporations
	□Company (Pty) Ltd
(v)	Describe Principal Business Activities
(vi)	Company Classification [TICK APPLICABLE BOX]
	□Manufacturer
	□Supplier
	□ Professional Service Provider
(vii)	☐ Other Service Providers, e.g. Transporte, etc Total number of years the company, irm has been in business

BID DECLARATION

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

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

	WITNESSES:	
1. 2.		SIGNATURE OF BIDDER
		DATE:
	COMPANY NAME:	
	ADDRESS:	
		54 Out.
S	2EVIEW	

Section 8: CERTIFICATE OF ATTENDANCE OF RFQ BRIEFING

It is hereby certified that –	
1.	
2	
Representative(s) of	[name of entity]
attended the RFQ briefing in respect of the pro	presed Services to be rendered in terms of this RFQ on
,0	
TRANSNET'S REPRESENTATIVE	RESPONDENT'S REPRESENTATIVE
DATE	DATE
	EMAIL

Section 9: SCHEDULE OF PLANT AND EQUIPMENT

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

<u>Pla</u>	ant immediately available for work tendered for:
DI:	ant on order and which will be available for work tendered for:
<u> 10</u>	ant on order and which will be available of work tendered for.
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	be acquired for the work tendered for:
Y	
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Section 10: CLAUSE BY CLAUSE COMPLIANCE TO PROJECT SPECIFICATION

(To complete clause by clause compliance to project specification write fully yes/comply if you comply and no/do not comply if you do not comply in the appropriate column) use of the following symbols $[\checkmark X]$ is not allowed)

Clause Nr	Complete Yes/comply	Complete No/	Comments for non-compliance to project specification
1			
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1.1.2			
1.1.3			
1.1.4			
1.1.5			
1.1.6			
1.1.7			
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