



TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No PTH/53350

DESCRIPTION: REPAIRS AND MAINTENANCE TO ALL HYDRAULIC SMALL PLANT EQUIPMENT ON AN AS & WHEN REQUIRED BASIS FOR A PERIOD OF 24 MONTHS OR R 300 000.00 (WHICH EVER OCCURS FIRST)

LOCATION: PORT ELIZABETH

ISSUE DATE: 19 FEBRUARY 2015

CLOSING DATE: 10 MARCH 2015

CLOSING TIME: 12:00



SCHEDULE OF DOCUMENTS

| | | | |
|-------------------|----------|--|----------------------|
| SECTION 1 | : | NOTICE TO BIDDERS | PAGE 3 - 10 |
| SECTION 2 | : | QUOTATION FORM | PAGE 11 - 18 |
| SECTION 3 | : | STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET | PAGE 19 - 23 |
| SECTION 4 | : | SCOPE OF REQUIREMENTS | PAGES 24 – 30 |
| SECTION 5 | : | CERTIFICATE OF ATTENDANCE | PAGE 31 |
| SECTION 6 | : | ACKNOWLEDGEMENT | PAGE 32 |
| ANNEXURE A | : | B-BBEE PREFERENCE POINTS CLAIM | PAGE 33 – 38 |

ADDITIONAL ANNEXURES

| | | | |
|-------------------|----------|--|--|
| ANNEXURE B | : | SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT; ACT 85 OF 1993 AND REGULATIONS | |
| ANNEXURE C | : | SUPPLIER CODE OF CONDUCT | |
| ANNEXURE D | : | RFQ DECLARATION FORM | |

Section 1
NOTICE TO BIDDERS

Quotations are requested from interested persons, companies, close corporations or enterprises (hereinafter referred to as the "**Respondent(s)**") to supply the above-mentioned requirement to Transnet.

On or after 19 February 2015 RFQ document may be inspected at, and are obtainable from the Regional Supply Chain Service Office, FC Sturrock Building, 2nd Floor, Room 204, Fleming Street, Port Elizabeth.

Arrangements for the collection of the RFQ documents can be made with Me. Ronelle Blom on telephone number 041 – 507 2720/21 or email: ronelle.blom@transnet.net or phumla.maldaka@transnet.net

No RFQ/tender fee is applicable and will be issued "**FREE OF CHARGE**" to all respondents.

A compulsory information briefing session and site visit will be conducted on 26 February 2015. Attendance is compulsory and failure to attend will disqualify submissions from evaluation.

The compulsory information briefing session and site visit will start punctually at 10h00 and Respondents must please ensure that they arrive on time to prevent any delays.

Details of the compulsory information briefing session & site visit:

Date: 26 February 2015
Venue: TFR Infra Depot – Deal Party
Phillip Robertson Drive
Port Elizabeth
Time: 10h00

For directions to the briefing session and site visit, Mr. Rodney Grawell may be contacted on cell: 083 703 1884

The above-mentioned session are to be used as an opportunity for the attendees to familiarise themselves with the scope of the requirements and furthermore for bidders to pose and for TFR to respond in terms of "questions and answers". **It is hence required that prospective bidders are fully familiar with the entire tender pack prior to attending these sessions. All respondents are to provide their own transportation and accommodation to and from the abovementioned session and will be for their own expense. Transnet will not provide transport in any form.**

METHOD: Post and/or courier

CLOSING VENUE: **Postal Address:**
 Transnet SOC Limited
 Secretariat of the Acquisition Council (ASO)
 PO Box 13213
 Humewood
 Port Elizabeth
 6013

Physical Address:
 Transnet SOC Limited
 Secretariat of the Acquisition Council, (ASO)
Tender Box, 2nd Floor Foyer
 FC Sturrock Building
 Fleming Street
 Port Elizabeth
 6001

NB: Quotations must be enclosed in a sealed envelope which must have inscribed on the outside:

| | |
|--|---|
| RFQ No | : PTH/53350 |
| Description | : Repairs & Maintenance Small Plant (PE) |
| Closing date and time | : 10 March 2015 at 12h00 |
| Closing address (refer to abovementioned options) | |

1 Responses to RFQ

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter. The original signed RFQ will serve as the legal binding document and no copies will be accepted for evaluation purposes.

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

Transnet fully endorses and supports the Government’s Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a “preference” to companies who provide a valid B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

2.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that the following preference point system is applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included).
- Bidders are to note that if the 80/20 preference point system is stipulated in this RFQ and all Bids received exceed R1 000 000.00, the RFP must be cancelled.

The value of this bid is estimated to be below R1000 000 (all applicable taxes included) and therefore the **80/20** system shall be applicable.

When Transnet invites prospective suppliers to submit Proposals for its various expenditure programmes, it requires Respondents to have their B-BBEE status verified in compliance with the Codes of Good Practice issued in terms of the Broad Based Black Economic Empowerment Act No. 53 of 2003.

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 one year transitional period starting 11 October 2013. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

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 10 October 2014. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

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

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

[Refer clause 19 below for Returnable Documents required]

3 Communication

- a) Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- b) A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Granville van der Merwe Email: granville.vandermerwe@transnet.net

- c) Respondents may also, at any time after the closing date of the RFQ, communicate with Ronelle Blom on any matter relating to its RFQ response:

Telephone 041 - 5072721 Email ronelle.blom@transnet.net

4 Tax Clearance

The Respondent's original and valid Tax Clearance Certificate must accompany the Quotation. Note that no business shall be awarded to any Respondent whose tax matters have not been declared by SARS to be in order.

5 VAT Registration

The valid VAT registration number must be stated here: _____ [if applicable].

6 Legal Compliance

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

7 Changes to Quotations

Changes by the Respondent to its submission will not be considered after the closing date and time.

8 Pricing

All prices must be quoted in South African Rand on a fixed price basis, excluding VAT.

9 Prices Subject to Confirmation

Prices quoted which are subject to confirmation will not be considered.

10 Negotiations

Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents.

11 Binding Offer

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

12 Disclaimers

Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation;
- reject all Quotations, if it so decides;

- place an order in connection with this Quotation at any time after the RFQ’s closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider; or
- make no award at all.

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

13 Transnet’s supplier integrity pact

Transnet’s Integrity Pact requires a commitment from suppliers and Transnet that they will not engage in any corrupt and fraudulent practices, anti-competitive practices; and act in bad faith towards each other. The Integrity Pact also serves to communicate Transnet’s Gift Policy as well as the remedies available to Transnet where a Respondent contravenes any provision of the Integrity Pact.

Respondents are required to familiarise themselves with the contents of the Integrity Pact which is available on the Transnet Internet site [www.transnet.net/Tenders/Pages/default.aspx] or on request. Furthermore, Respondents are required to certify that they have acquainted themselves with all the documentation comprising the Transnet Integrity Pact and that they fully comply with all the terms and conditions stipulated in the Transnet Supplier Integrity Pact as follows:

| | | | |
|------------|--|-----------|--|
| YES | | NO | |
|------------|--|-----------|--|

Should a Respondent need to declare previous transgressions or a serious breach of law in the preceding 5 years as required by Annexure A to the Integrity Pact, such declaration must accompany the Respondent’s bid submission.

14 Evaluation Criteria

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

| Criterion/Criteria | Explanation |
|--|--|
| <u>Phase 1:</u> Administrative responsiveness | Completeness of response and returnable documents |
| Substantive responsiveness | Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given: <ul style="list-style-type: none"> • PROOF OF EXPERIENCE/QUALIFICATIONS |
| <u>Phase2:</u> Final weighted evaluation based on 80/20 preference point system as indicated in paragraph 2 | <ul style="list-style-type: none"> • Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical • B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A. |

15 Validity Period

Transnet desires a validity period of 90 [ninety] days from the closing date of this RFQ.

This RFQ is valid until _____.

16 Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

17 Company Registration

Registration number of company / C.C. _____

Registered name of company / C.C. _____

¹ Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.

18 Disclosure of Prices Quoted

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

YES NO

19 Returnable Documents

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

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

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

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these Returnable Documents by so indicating [Yes or No] in the table below:

| Returnable Documents | Submitted [Yes or No] |
|---|--------------------------------------|
| SECTION 1 : Notice to Bidders | |
| <ul style="list-style-type: none"> - Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero for preference | |
| <ul style="list-style-type: none"> - Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference | |
| <ul style="list-style-type: none"> - 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 | |
| <ul style="list-style-type: none"> - Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party] | |
| SECTION 2 : Quotation Form | |
| SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Goods or Services to Transnet | |
| SECTION 4 : Scope of Requirements | |
| SECTION 5 : Certificate of Attendance – Briefing Session & Site Visit | |
| SECTION 6 : Acknowledgement | |

| Returnable Documents | Submitted [Yes or No] |
|--|-----------------------------|
| ANNEXURE A : B-BBEE Preference Points Claim Form | |
| ANNEXURE B : Safety Arrangements and Procedural Compliance with the Occupational Health and safety Act; Act 85 of 1993 and regulations | |
| ANNEXURE C : Supplier Code of Conduct | |
| ANNEXURE D : RFQ Declaration Form | |
| LETTER OF GOOD STANDING ISSUED BY COMPENSATION COMMISSIONER OR THE FEDERATED EMPLOYER'S MUTUAL ASSURANCE COMPANY LIMITED (FEM) | |
| PROOF OF EXPERIENCE/QUALIFICATIONS | |

Respondents to complete this section:

NAME OF RESPONDENT

PHYSICAL ADDRESS

.....

Respondent's contact person: Name.....

 Designation.....

 Telephone.....

 Cell Phone.....

 Facsimile.....

 Email.....

 Website.....

"PREVIEW COPY ONLY"

Section 2 QUOTATION FORM

I/We _____
hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard Terms and Conditions for the Supply of Goods or Services to Transnet; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

Price Schedule

I/We quote as follows for the service required on an as and when required basis, excluding VAT:

1. HYDRAULIC TRACK JACKS (ESTIMATED QTY = 40 EACH)

| <u>DESCRIPTION OF WORK</u> | | <u>INSPECT AND QUOTE</u> | <u>SERVICE/REPAIR COST PER UNIT</u> |
|-----------------------------------|--|---------------------------------|--|
| 1 | Inspection of jack for leaks, defective controls and wear. | | |
| 2 | Changing of hydraulic fluid. | | |
| 3 | Test of jack. | | |
| 4 | Polish and Hone jack cylinder. | | |
| 5 | Fitting of seal kit. | | |
| 6 | Fitting of new control mechanism. | | |
| 7 | Test and verification of jack. | | |
| 8 | Painting of Equipment if required | | |

2. HYDRAULIC TIE TAMPERS (ESTIMATED QTY = 40 EACH)

| <u>DESCRIPTION OF WORK</u> | | <u>INSPECT AND QUOTE</u> | <u>SERVICE/REPAIR COST PER UNIT</u> |
|-----------------------------------|---|---------------------------------|--|
| 1 | Inspection of tie tamper for leaks, defective mechanisms and any form of abuse. | | |
| 2 | Check tightness of fasteners. | | |
| 3 | Check Hexagon bush in nose casting for wear and damage. | | |
| 4 | Lubricate Vibro-damped handles. | | |
| 5 | Recharge Nitrogen accumulator. | | |
| 6 | Overhauling of tie tamper vibrating mechanism. | | |
| 7 | Replacement of nose casting. | | |
| 8 | Testing and certification of tie tamper. | | |
| 9. | Painting of Equipment if required | | |

3. HYDRAULIC RAIL SAW (ESTIMATED QTY = 20 EACH)

| <u>DESCRIPTION OF WORK</u> | | <u>INSPECT AND QUOTE</u> | <u>SERVICE/REPAIR COST PER UNIT</u> |
|-----------------------------------|--|---------------------------------|--|
| 1 | Inspection of machine for leaks, effective mechanisms and any form of abuse. | | |
| 2 | Check tightness of fasteners. | | |
| 3 | Check rail clamp mechanism for wear and cracks. | | |
| 4 | Check controls/triggers and safety mechanism for wear and adjust if required. | | |
| 5 | Overhaul of hydraulic motor and re-seal when necessary(note only OEM seals shall be used). | | |
| 6 | Overhaul of drive mechanism. | | |
| 7 | Check accuracy and square alignment for cutting the the rail. | | |
| 8 | Test and certification of machine. | | |
| 9 | Painting of Equipment if Required | | |

4. HYDAULIC RAIL DRILLS (ESTIMATED QTY = 20 EACH)

| <u>DESCRIPTION OF WORK</u> | | <u>INSPECT AND QUOTE</u> | <u>SERVICE/ REPAIR COST PER UNIT</u> |
|-----------------------------------|--|---------------------------------|---|
| 1 | Inspection of machine for leaks, effective mechanisms and any form of abuse. | | |
| 2 | Check tightness of fasteners. | | |
| 3 | Check rail clamp mechanism for wear and cracks. | | |
| 4 | Check controls for wear and adjust if required. | | |
| 5 | Overhaul of hydraulic motor. | | |
| 6 | Overhaul of drive mechanism. | | |
| 7 | Check accuracy and square alignment to rail for drilling. | | |
| 8 | Test and certification of machine. | | |
| 9 | Painting of Equipment if Required | | |

5. HYDRAULIC ANGLE GRINDER (ESTIMATED QTY = 20 EACH)

| <u>DESCRIPTION OF WORK</u> | | <u>INSPECT AND QUOTE</u> | <u>SERVICE/ REPAIR COST PER UNIT</u> |
|-----------------------------------|---|---------------------------------|---|
| 1 | Inspect machine for leaks and defective control mechanism or any abuse. | | |
| 2 | Carry out minor repairs/adjustments to machine. | | |
| 3 | Overhaul drive mechanism. | | |
| 4 | Overhaul hydraulic motor. | | |
| 5 | Check safety ratings in respect of speeds, torque and pressures. Check trigger mechanism and reappear | | |
| 6 | Fitting of new seal kit. | | |
| 7 | Test and certify machine. | | |
| 8 | Painting of Equipment if Required | | |

6. HYDRAULIC 1"IMPACT WRENCHES (ESTIMATED QTY = 30 EACH)

| <u>DESCRIPTION OF WORK</u> | | <u>INSPECT AND QUOTE</u> | <u>SERVICE /REPAIR COST PER UNIT</u> |
|-----------------------------------|--|---------------------------------|---|
| 1 | Inspect machine for leaks and defective control mechanism or any abuse. | | |
| 2 | Carry out minor repairs/adjustments to machine. E.G. repair loose and fit non slip surface material on handle. | | |
| 3 | Overhaul impact mechanism - hammers and anvils | | |
| 4 | Overhaul hydraulic motor. | | |
| 5 | Check safety ratings in respect of speeds, torque and pressures. | | |
| 6 | Fitting of new seal kit. | | |
| 7 | Overhaul of impact mechanism | | |
| 8 | Test and certify machine. | | |
| 9 | Painting of Equipment if Required | | |

7. HYDRAULIC RAIL BENDER UNIT (ESTIMATED QTY = 5 EACH)

| <u>DESCRIPTION OF WORK</u> | | <u>INSPECT AND QUOTE</u> | <u>SERVICE/REPAIR COST PER UNIT</u> |
|-----------------------------------|--|---------------------------------|--|
| 1 | Inspect machine for leaks, defective control mechanism and any abuse. | | |
| 2 | Do adjustments and replace wearing items. | | |
| 3 | Confirm pressure relief settings | | |
| 4 | Check pressures and certification of machine in terms of Occupational Health and Safety Act. | | |
| 5 | Repair hydraulic control mechanism of hydraulic intensifier, polish and hone cylinders | | |
| 6 | Replace seal kit in hydraulic ram. | | |
| 7 | Test and certification of machine. | | |
| 8 | Painting of Equipment if Required | | |

8. HYDRAULIC RAIL CROSSING GRINDERS (ESTIMATED QTY = 7 EACH)

| <u>DESCRIPTION OF WORK</u> | | <u>INSPECT AND QUOTE</u> | <u>SERVICE/REPAIR COST PER UNIT</u> |
|-----------------------------------|--|---------------------------------|--|
| 1 | Inspect machine for leaks, defective controls, and wear on mechanical parts. Check belts and pulleys | | |
| 2 | Do adjustments and replace worn parts. | | |
| 3 | Overhaul drive mechanism(s). | | |
| 4 | Overhaul hydraulic motor. | | |
| 5 | Check mechanical operation of machine and replace worn parts. | | |
| 6 | Test and certification of machine. | | |
| 7 | Painting of Equipment if Required | | |

9. HYDRAULIC RAIL PROFILE GRINDER (ESTIMATED QTY = 7 EACH)

| <u>DESCRIPTION OF WORK</u> | | <u>INSPECT AND QUOTE</u> | <u>SERVICE/REPAIR COST PER UNIT</u> |
|-----------------------------------|--|---------------------------------|--|
| 1 | Inspect machine for leaks, defective controls, and wear on mechanical parts. | | |
| 2 | Do adjustments and replace worn parts. | | |
| 3 | Overhaul drive mechanism(s). | | |
| 4 | Overhaul hydraulic motor. | | |
| 5 | Check mechanical operation of machine and replace worn parts. | | |
| 6 | Test and certification of machine. | | |
| 7 | Painting of Equipment if Required | | |

10. HYDRAULIC POWER UNITS (ESTIMATED QTY = 20 EACH)

| | | INSPECT AND QUOTE | SERVICE/ REPAIR COST PER UNIT |
|----------------------------|--|------------------------------|--|
| DESCRIPTION OF WORK | | | |
| 1 | Inspection of machine for oil leaks, defective mechanisms and any form of abuse. | | |
| 2 | Check Hydraulic manifold circuit for functionality and repair if required | | |
| 3 | Regular Service of unit: <ul style="list-style-type: none"> • Changing of lubricants, coolant and hydraulic oil • Changing of filters • Tuning of engine | | |
| 4 | Do adjustments and replacement of wearing items. | | |
| 5 | Repair/replacement of hydraulic pump. | | |
| 6 | Repair engine: <ul style="list-style-type: none"> • Fuel system • Starting / electrical system & re-wiring • Exhaust system • Cooling system | | |
| 7 | Checking of hydraulic system performance and certification of machine in terms of Occupational Health and Safety Act.. | | |
| 8 | Painting of Equipment if Required | | |

11. HYDRAULIC RAIL SHEARS (ESTIMATED QTY = 10 EACH)

| <u>DESCRIPTION OF WORK</u> | | <u>INSPECT AND QUOTE</u> | <u>SERVICE/ REPAIR COST PER UNIT</u> |
|----------------------------|---|--------------------------|--------------------------------------|
| 1 | Inspect machine for wear, leaks and defective control. | | |
| 2 | Check tightness of fasteners, polish and hone cylinders | | |
| 3 | Do adjustments and replace worn items. | | |
| 4 | Inspect cutting jaws for wear and alignment. | | |
| 5 | Replace seal kit. | | |
| 6 | Test and certify machine. | | |
| 7 | Painting of Equipment if Required | | |

12. CONSUMABLES

| | |
|----------------------------------|---|
| Mark-up Percentage on Consumable | % |
|----------------------------------|---|

Notes to Pricing:

- All Prices must be quoted in South African Rand, exclusive of VAT
- To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- 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.
- Also note that all major repairs on equipment will be quoted separately to repair and must include transport costs to and from Deal Party**
- Quoted Prices must also include collection and delivery charges of all equipment from and to Deal Party by the bidder for repairs and inspections**

Declaration of Technical Competence and Capacity

Please indicate the tools for which your business concern is technically competent and possess the capacity (competent number of staff, workshop and tool/machinery, hydraulic test equipment) to repair and service.

| Description | Technically competent to service and repair (Yes or No) |
|--------------------------------------|---|
| | |
| Hydraulic Rail Disc Cutter | |
| Hydraulic 1" Impact Wrench | |
| Hydraulic Rail Bender complete | |
| Hydraulic Power Unit | |
| Track Jacks | |
| Hydraulic Tie Tampers | |
| Hydraulic Rail Drill | |
| Hydraulic Rail Angle grinder | |
| Hydraulic Rail Crossing Grinder | |
| Hydraulic Rail Profile grinder | |
| Hydraulic Rail Weld shearing Machine | |

Company Name : _____

Name and Surname : _____

Signature : _____

Date : _____

Section 3

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET

A Supplier shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). 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.

1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [**Terms** and each **Term**] and Transnet's purchase order(s) [**Order** or **Orders**] represent the only conditions upon which Transnet SOC Ltd [**Transnet**] procures goods or services specified in the Order [collectively, the **Products**] from the person to whom the Order is addressed [**the Supplier**]. Transnet does not accept any other conditions which the Supplier may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

2 CONFORMITY WITH ORDER

Products shall conform strictly with the Order. The Supplier shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier warrants that the Products shall be fit for their purpose and of satisfactory quality.

3 DELIVERY AND TITLE

- 3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's obligations under the Order.
- 3.2 The Supplier will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier if such a delay becomes, in Transnet's absolute opinion, significant.
- 3.3 Risk of loss or damage to Products shall pass to Transnet on delivery, and title shall pass to Transnet when payment to the Supplier for the Products has been effected.
- 3.4 If on delivery, the Products do not conform to the Order, Transnet may reject the Products and the Supplier shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Products at the Supplier's expense within the specified delivery times, without any liability due by Transnet. Products shall be subject to such testing and/or inspection as Transnet may consider necessary.

4 PRICE AND PAYMENT

- 4.1 Prices specified in an Order cannot be increased. Payment for the Products shall be made by Transnet against an original undisputed invoice(s) [a **Tax Invoice**], supporting documentation and month-end statement from the Supplier. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.

4.2 Payment of the Supplier's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier, taking into account any deduction or set-off and bank charges.

5 PROPRIETARY RIGHTS LIABILITY

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Products or any written material provided to Transnet relating to any Products or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier following a design or process originated and furnished by Transnet. The Supplier shall either

- a) procure for Transnet the right to continue using the infringing Products; or
- b) modify or replace the Products so that they become non-infringing,

provided that in both cases the Products shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier may remove, with Transnet's prior written consent, such Products and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier shall have no liability in respect of any continued use of the infringing Products after Supplier's prior written request to remove the same.

6 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier and any information relating to Transnet's business which may have come into the Supplier's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

7 DEVELOPMENT WORK IN THE PRODUCTION OF PRODUCTS

If the production or provision of any Products involves research and/or development which is wholly or partly funded by Transnet, then all intellectual property or other rights as a result thereof shall be the property of Transnet on creation.

8 PUBLICITY

The Supplier shall not name Transnet or use its trademarks, service marks [whether registered or not] or Products in connection with any publicity without Transnet's prior written consent.

9 AFTER SALES SERVICE

The Supplier shall provide replacement parts necessary to ensure the uninterrupted operation of the Products supplied for the duration of the warranty period, from delivery of any particular item of the Products and if requested by Transnet shall make these parts available to a third party maintainer of Transnet's choice at the same price as if the parts had been supplied to Transnet. The Supplier undertakes to provide a maintenance service for Products, should Transnet so request, on terms to be agreed. If the Order so indicates, the Supplier will provide a warranty service for the Products at a level to be agreed with Transnet.

10 TERMINATION OF ORDER

10.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier, or when there is a change in control of the Supplier or the Supplier commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier when such work on the Order shall stop.

10.2 Transnet shall pay the Supplier a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier, at the time of termination, and the Supplier shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier under this clause will not in any event exceed the total amount that would have been payable to the Supplier had the Order not been terminated.

10.3 In the event of termination the Supplier must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.

10.4 If the Products are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier shall compensate Transnet for any costs incurred in obtaining substitute Products or any damage caused due to the failure or delay in the delivery.

11 ACCESS

The Supplier shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's employees. The Supplier shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

12 WARRANTY

The Supplier warrants that it is competent to supply the Products in accordance with these Terms to the reasonable satisfaction of Transnet and that all Products delivered under the Order: (a) conform and

comply in all relevant legislation, standards, directives and orders related to *[inter alia]* the supply, manufacture and use of the Products in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

13 INSOLVENCY

If the Supplier shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier compounds with its creditors or passes a resolution for the winding up or administration of the Supplier, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

14 ASSIGNMENT

The Supplier shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

15 NOTICES

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

16 LAW

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

17 GENERAL

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 5, 6, 7, 8 and 12. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

18 COUNTERPARTS

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

"PREVIEW COPY ONLY"

**Section 4
BACKGROUND AND SCOPE OF REQUIREMENTS**



**RAIL NETWORK
SPECIFICATION**

**REPAIR AND SERVICE OF HYDRAULIC TRACK
MAINTENANCE TOOLS ON AN "AS AND WHEN"
CONTRACT FOR A TWO YEAR PERIOD OR
R 300 000.00 (WHICH EVER OCCURS FIRST)**

Contents

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- [1. Background](#).....
- [2. Definitions](#).....
- [3. Scope](#).....
- [4. Tendering](#).....
- [5. Repair process for hydraulic tools and equipment](#).....
- [6. Fault Reporting](#).....
- [7. Service conditions and Quality](#).....
- [8. Hydraulic Oil](#).....
- [9. Performance tests on repaired tools](#).....
- [10. Inspections](#).....
- [11. Corrosion prevention and paint finish](#).....
- [12. Packing](#).....
- [13. Guarantee and Delivery schedule](#).....
- [14. Legal and Operational](#).....
- [15. Reference List](#).....

1. Background

- 1.1 Transnet Freight Rail would like to enter into a contract, on an **as and when** required basis, for the repair and service of hydraulic equipment in accordance with the terms and conditions of this specification.

2. Definitions

2.1 “As And When Contract”

The Contractor shall be required to repair hydraulic tools on an **“as and when”** required basis by Transnet Freight Rail, for the full term or duration of the contract and in accordance with the terms and Conditions hereinafter set out.1

2.2 “Contract Manager”

Refers to the person appointed by Transnet Freight Rail to supervise and take charge of the contract.

2.3 “Distribution Centre”

Refers to a national, regional or localised distribution centre. For the purposes of this tender, the distribution centres are located as indicated on annexure F of this specification. These centres are herein referred to as cluster distribution centres.

Note: Transnet Freight Rail may choose, during the course of the contract, to utilise a regional or localised distribution centre and tenderers must accommodate for this. An amended repair process, if necessary, will then be communicated to all successful tenderers.

2.4 “Site” or “On-Site”

Means the Infrastructure Maintenance Depot from which the fault and/or damage originated or was reported or where the tool/machine is.

2.5 “Machine owner”

Infrastructure Maintenance Depot representative reporting the fault and/or damage sustained by welding unit and accessories.

3. Scope

- 3.1 This document covers Transnet Freight Rail’s requirements for the repair and service of hydraulic track maintenance tools on an **“as and when”** contract basis.
- 3.2 The contractor will be required to render service for period of two years.

4. Tendering

- 4.1 Tenders are requested to submit schedule of compliance, a breakdown of **fixed** prices of the various items as requested in the RFQ
- 4.2 For tendering and adjudication purposes the evaluation of the tender shall, *inter alia*, be based on the breakdown of prices as per the attached appendix for a period of two years.
- 4.3 Tenderers must indicate whether they wish to tender for the servicing and/or repair of the full range of hydraulic tools or whether they wish to split them in accordance with the type of work they do, and/or services they provide.
- 4.4 Transnet Freight Rail shall not disclose the successful tender's tender price or any other tendered prices, as this is regarded as confidential information.
- 4.5 Transnet Freight Rail reserves the right to inspect the tenderer's facilities prior to awarding the contract in order to ensure that it is suitable for the type of repair required
- 4.6 The tenderer shall submit with his tender a schedule of compliance with the clauses of this specification and clearly indicate the extent of non-compliance, if applicable.
- 4.7 Tenderer shall indicate which indices (labour and/or material) will be applicable to his quotation and also the base values applicable to quotations for repair work after awarding of contract(s).
- 4.8 Tenderers shall take cognisance of the minimum scope of repair work required as indicated in the RFQ

5. Repair process for hydraulic tools and equipment

- 5.1 Upon any failure and/or damage to the hydraulic tool/equipment associated with the tool, it shall first be inspected by the machine owner for all the defects. The depot concerned shall then log a fault with the Contract Manager who shall be the person responsible for logging a fault and/or damage with the Contractor in accordance with the fault reporting procedures hereinafter set out.

6. Fault Reporting

- 6.1 The Contractor shall conduct an inspection to determine the root cause of failure of the particular tool where-after he shall submit a fault report on the findings and the extent of the damage sustained by the tool with his recommendations for preventative measures for future. This shall not be in a form of a quotation, but shall be a document accompanying the quotation. The quotation shall only indicate the cost of repair of the tool. The report referred to shall be submitted for all defects regarded as critical (e.g. motor failure) for the particular tool.
- 6.2 The fault report, including the schedule of the repair work, costs and repair program specified, should be submitted to Transnet Freight Rail within three working days from the time that notification is given to the Contractor of the failure of the hydraulic tool.
- 6.3 The Contractor must, with his fault report submit an official quotation, inclusive of all costs and repair time, upon which an official works order, will be created. Repair time

shall be limited to 5 **working days** after authority to carry repairs on the machine has been granted.

- 6.4 At no point shall the contractor deal direct with any of the Transnet Freight Rail's track maintenance depots except the appointed contract manager based at a dedicated distribution centre.
- 6.5 The Contractor shall indicate on the quotation/separate document the type of work to be carried out on the equipment to justify the labour rates charged.
- 6.6 The Contractor's fault report shall include his recommendation as to whether it is feasible to repair the hydraulic tool or to scrap it. Should the Contractor recommend scrapping then the equipment should forthwith be delivered back to the Distribution Centre for further handling?
- 6.7 For any additional work that is discovered during the repair process the Contractor must submit a further damage report and quote for the additional work. Only after an inspection by Transnet Freight Rail, shall further action be authorised in writing by Transnet Freight Rail and the revised planning date will be approved
- 6.8 The successful tenderer shall submit on monthly basis an electronic copy of repair reports indicating the repair work that has been carried out during that particular month. The report shall indicate amongst others the date of quotation, date of authorization, date machine returned to contract manager and invoice amount. This report shall be sent to the contract manager on the 20th of every month for the duration of the contract.

7. Service conditions and Quality

- 7.1 All machines must be repaired/serviced in an environment that is conducive to render the equipment and or tools functional for its intended use.
- 7.2 The Tenderer shall indicate at the tendering stage what steps have been taken to implement a Quality System and shall submit a Quality Plan.

8. Hydraulic Oil

- 8.1 Hydraulic oil used in repairs to comply fully with the standard specifications for hydraulic oil used in hydraulic tools.
- 8.2 The type of oil used shall be approved by TFR.

9. Performance tests on repaired tools

- 9.1 Upon completion of the repair and/or service of the hydraulic tools and equipment they shall be tested in accordance with the routine tests specified by the manufacturer, and must withstand those tests. Refer to attached hydraulic system test specification. A test report printout shall be submitted with the test certificates after every repair on power units.

9.2 These tests shall be carried out at the Contractors premises. If the Contractor does not have the facilities to carry out the required tests, he shall arrange to have the tests conducted elsewhere. The cost for the tests shall be included in the official quotation.

9.3 The Contractor shall submit test certificates of the test results to the Transnet Freight Rail Contract Manager.

9.4 All the safety critical components of each machine shall be declared safe before the machine can be send back to the Contract Manager.

9.5 The test certificates indicating all the pressure ratings the machine was exposed to in order to declare safe operation shall be submitted. All the hydraulic systems (e.g. hydraulic power units) are to be tested to the requirements of HTMA performance tests and where nonconformity has been identified machines shall be corrected to conform with the requirements of the HTMA prior delivery to the distribution centre.

9.6 All the hydraulic systems used to test the repaired equipment/tools shall conform to the HTMA specifications.

9.7 All the gauges used in testing the equipment shall be calibrated and certified by a SANAS approved calibration centre. Calibration certificates shall be furnished to Transnet on request.

9.8 Tenderers are required to submit detailed testing procedures to be followed when conducting tests on repaired equipment at stage of tendering. Each machine tendered for shall have a test procedure.

10. Inspections

10.1 Transnet Freight Rail reserves the right to be presented during repair and/or service of the tools and equipment and the testing thereof, therefore Transnet Freight Rail must be advised timeously of the dates of commencement of the repair work and of testing in the event of it being to the advantage of Transnet Freight Rail and/or being requested.

11. Corrosion prevention and paint finish

11.1 All external painted surfaces shall be finished with an acceptable outer coat colour to match the existing finish if required.

11.2 All unpainted surfaces such as aluminium, hardened steel, plastic and chrome shall be inspected for cracks and damage, other than fair normal wear and tear.

11.3 The Transnet asset number originally engraved on the machine shall be engraved correctly as is after the machine has been painted.

11.4 No data plates shall be painted.

12. Packing

- 12.1 The hydraulic tools and equipment shall be packed in such a manner that they shall not sustain damage during handling and transportation, and precautions shall be taken to ensure that moisture cannot enter these units
- 12.2 The hydraulic tools and equipment shall be transported back to site filled with all lubricants and ready for service in all respects

13. Guarantee and Delivery schedule

- 13.1 The Contractor shall guarantee the repaired tools and equipment against faulty workmanship and material for a period of 6 months from date of repair.
- 13.2 Tenderers are to submit a schedule of delivery times for all equipment tendered for i.e. time taken to deliver a fixed piece of equipment/time taken to fix equipment from the date of acceptance of quote or authorisation for work to be done.
- 13.3 Guarantee repairs shall not be encouraged. Ideally repairs are to be done complete the first time.

14. Legal and Operational

- 14.1 Contractor and / or subcontractor must comply and execute their work in line with the requirements of the Occupational Health and Safety Act, (Act 85 of 1993 Regulations).
- 14.2 The Contractor is to provide insurance cover for tools and equipment whilst in his possession for repair.
- 14.3 The following penalties will apply or part thereof for delays due to Contractors repair time specified, i.e. 1% per day of the repair price of the hydraulic tool with a maximum of 10% of the purchase price of particular hydraulic tool. Repair time shall be in accordance as indicated in clause 6.3 of this document.
- 14.4 At no time shall the contractor claim the services/expenses that were never carried out, fraudulent charges shall not accepted. Under such circumstances, the contract shall be terminated with immediate effect.
- 14.5 All spares (except seals) replaced from machines during the repair process shall be returned with the repaired machine to the distribution centre.
- 14.6 No machines may be modified when using non-OEM parts.
- 14.7 All non-OEM parts shall be approved by Transnet freight Rail.

15. Reference List.

The following publications are referred to herein, and shall be deemed to be specifically incorporated into this document and will be available on request: -

Transnet Freight Rail applicable.

Code 29 procedures and relevant regulations will be

BBD 5118 version 1 – hydraulic rail shearing machine
 BBC 7684 version 1 – hydraulic rail saw
 BBC 7683 version 1 – 1” Impact wrench
 BBC 8101 version 1 – Hydraulic rail crossing grinder
 BBC 8103 version 1 – Hydraulic rail profile grinder
 BBC 7862 version 1 – hydraulic Rail drilling machine
 BBC 7685 version 1 – 10 ton Track Jack
 BBC 7681 version 1 – Hydraulic tie tamper
 BBC 1891 version 1 – Hydraulic power pack
 BBC 7687 version 1 – Hydraulic angle grinder
 BBF 7983 Version 1 – Hydraulic rail bender

Legal

Safety arrangements and procedural compliance with the Occupational Health and Safety Act.

International design criteria

These machines are designed and manufactured to HTMA specifications, they must at all times comply with these specifications and Transnet Freight Rail specification.

Section 5

CERTIFICATE OF ATTENDANCE: INFORMATION BRIEFING SESSION & SITE VISIT

It is hereby certified that -

1.

2.

Representative(s) of
(name of company)

attended the site inspection / briefing session in respect of the proposed service to be rendered in terms of this RFQ on2015.

.....
TRANSNET'S REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....

"PREVIEW COPY ONLY"

**Section 6
ACKNOWLEDGEMENT**

By signing this RFQ document, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed to properly take it into account for the purpose of calculating quoted prices or otherwise.

SIGNED at _____ on this _____ day of _____ 20__

.....
SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE

NAME: _____

DESIGNATION: _____

REGISTERED NAME OF COMPANY: _____

PHYSICAL ADDRESS:

Respondent's contact person: *[Please complete]*

| | | |
|-------------|---|--|
| Name | : | |
| Designation | : | |
| Telephone | : | |
| Cell Phone | : | |
| Facsimile | : | |
| Email | : | |
| Website | : | |

**Transnet urges its clients, suppliers and the general public
to report any fraud or corruption to
TIP-OFFS ANONYMOUS: 0800 003 056**

ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM

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

1. INTRODUCTION

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

2. GENERAL DEFINITIONS

- 2.1 "**all applicable taxes**" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "**B-BBEE status of contributor**" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "**Bid**" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can be 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 contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. **ADJUDICATION USING A POINT SYSTEM**

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

- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

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

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

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 In terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, Bidders who qualify as QSEs are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.6 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.7 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

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

5. B-BBEE STATUS AND SUBCONTRACTING

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

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

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

5.2 Subcontracting:

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

If YES, indicate:

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

5.3 Declaration with regard to Company/Firm

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

Partnership/Joint Venture/Consortium

One person business/sole propriety

- Close Corporations
- Company (Pty) Ltd

(v) Describe Principal Business Activities

.....

.....

.....

(vi) Company Classification [TICK APPLICABLE BOX]

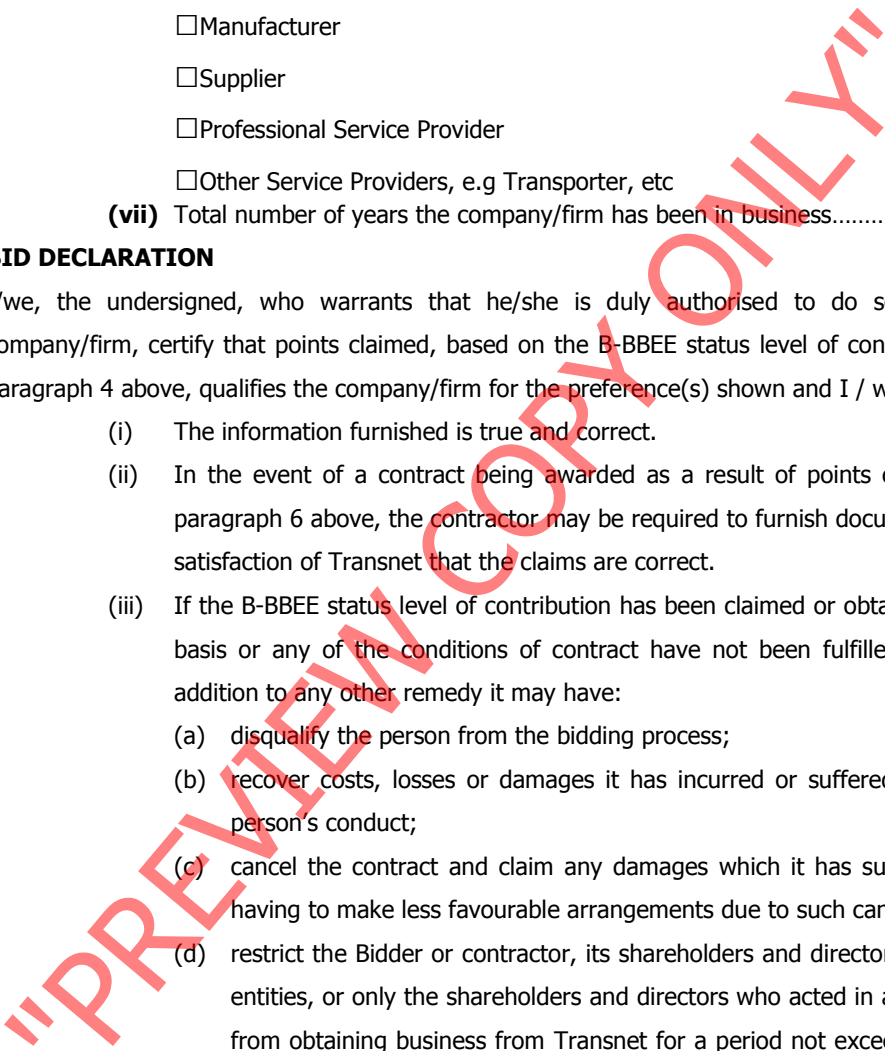
- Manufacturer
- Supplier
- Professional Service Provider
- Other Service Providers, e.g Transporter, etc

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

BID DECLARATION

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

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



WITNESSES:

- 1.
- 2.

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME:

ADDRESS:.....

"PREVIEW COPY ONLY"