

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/53858

FOR THE PROVISION OF: REPAIRS AND MAINTENANCE TO ALL HYDRAULIC TOOLS ON AN AS & WHEN REQUIRED BASIS FOR A PERIOD OF 24 MONTHS OR R 500 000.00 (WHICH EVER OCCURS FIRST)

REQUIRED AT: EAST LONDON

ISSUE DATE: 03 FEBRUARY 2016

CLOSING DATE: 16 FEBRUARY 2016

CLOSING TIME: 12:00

**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 03 February 2016 RFQ document may be inspected at, and are obtainable from the Regional Supply Chain Service Office, FC Sturrock Building, Ground Floor, Tender Office, 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.

Quotations which must be completed as indicated in Section 3 of this RFQ are to be submitted as follows:

METHOD: Post and/or courier

CLOSING VENUE: **Postal Address:**
 Transnet SOC Limited
 PO Box 13213
 Humewood
 Port Elizabeth
 6013

Physical Address:
 Transnet SOC Limited
 Secretariat of the Acquisition Council, Admin Support Office
 Ground Floor Foyer (**Tender Box**)
 FC Starrock Building
 Fleming Street
 Port Elizabeth
 6001

"PREVIEW COPY ONLY"

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

RFQ No	: PTH/53858
Description	: Repairs to Hydraulic Tools – East London
Closing date and time	: 16 February 2016 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.

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. As described in more detail in the attached B-BBEE Claim Form Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

The value of this bid is estimated to be below R1 000 000 (all applicable taxes included); and therefore the **80/20** system shall be applicable.

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.

3 Communication

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. 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

Telephone: 041 - 5072715

Respondents may also, at any time after the closing date of the RFQ, communicate with the Admin Support Office on any matter relating to its RFQ response:

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

4 Legal Compliance

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

5 Changes to Quotations

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

6 Pricing

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

7 Prices Subject to Confirmation

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

8 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.

9 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 or an alternative bid;
- 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 should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations; or
- make no award at all.

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

Transnet reserves the right to conduct Post Tender Negotiations (PTN) with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's discretion, any evaluation criteria listed in the RFQ document.

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

10 Specification/Scope of Work

REPAIR AND SERVICE OF HYDRAULIC TRACK MAINTENANCE TOOLS ON AN "AS AND WHEN" CONTRACT FOR A TWO YEAR PERIOD OR R 500 000.00 (WHICH EVER OCCURS FIRST)

Background

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.

Definitions

"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

“Contract Manager”

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

“Distribution Centre”

Refers to a national, regional or localised distribution centre. For the purposes of this tender, the distribution centres are located in East London.

“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.

“Machine owner”

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

Scope

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.

The contractor will be required to render service for period of two years or R 500 000.00 (whichever occurs first)

Tendering

- Tenders are requested to submit schedule of compliance, a breakdown of **fixed** prices of the various items as requested in the RFQ
- 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.
- 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.
- Transnet Freight Rail shall not disclose the successful tender's tender price or any other tendered prices, as this is regarded as confidential information.
- 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
- 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.
- 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).
- Tenderers shall take cognisance of the minimum scope of repair work required as indicated in the RFQ

Repair process for hydraulic tools and equipment

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.

Fault Reporting

- 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.

- 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.
- 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.
- 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.
- 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.
- 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?
- 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
- 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 authorisation, 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.

Service conditions and Quality

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

Hydraulic Oil

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

Performance tests on repaired tools

- 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.
- 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.
- The Contractor shall submit test certificates of the test results to the Transnet Freight Rail Contract Manager.
- All the safety critical components of each machine shall be declared safe before the machine can be send back to the Contract Manager.

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

Inspections

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.

Corrosion prevention and paint finish

- All external painted surfaces shall be finished with an acceptable outer coat colour to match the existing finish if required.
- 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.
- The Transnet asset number originally engraved on the machine shall be engraved correctly as is after the machine has been painted.
- No data plates shall be painted.

Packing

- 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
- The hydraulic tools and equipment shall be transported back to site filled with all lubricants and ready for service in all respects

Guarantee and Delivery schedule

- The Contractor shall guarantee the repaired tools and equipment against faulty workmanship and material for a period of 6 months from date of repair.
- 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.
- Guarantee repairs shall not be encouraged. Ideally repairs are to be done complete the first time.

Legal and Operational

- 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).

- The Contractor is to provide insurance cover for tools and equipment whilst in his possession for repair.
- 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 this document.
- 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.
- All spares (except seals) replaced from machines during the repair process shall be returned with the repaired machine to the distribution centre.
- No machines may be modified when using non-OEM parts.
- All non-OEM parts shall be approved by Transnet freight Rail

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

Code 29 procedures and relevant regulations will be applicable.

- 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.

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

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Returnable Document

<u>RFQ FOR THE PROVISION OF:</u>	REPAIRS AND MAINTENANCE TO ALL HYDRAULIC TOOLS ON AN AS & WHEN REQUIRED BASIS FOR A PERIOD OF 24 MONTHS OR R 500 000.00 (WHICH EVER OCCURS FIRST)
<u>CLOSING VENUE:</u>	TRANSNET SOC LIMITED SECRETARIAT OF THE ACQUISITION COUNCIL, ADMIN SUPPORT OFFICE TENDER BOX, GROUND FLOOR FOYER, FC STURROCK BUILDING, FLEMING STREET, PORT ELIZABETH
<u>CLOSING DATE & TIME:</u>	16 FEBRUARY 2016 @ 12h00
<u>VALIDITY PERIOD:</u>	90 (NINETY) DAYS

SECTION 2

EVALUATION CRITERIA AND RETURNABLE DOCUMENTS

11 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
Phase 1: Administrative responsiveness	Completeness of response and returnable documents
Substantive responsiveness	Pre-qualification criteria 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
Final weighted evaluation based on 80/20 preference point	<ul style="list-style-type: none"> Pricing and price basis [firm] 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: B-BBEE Claim Form.

12 Validity Period

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

This RFQ is valid until _____.

Respondent's Signature

Date & Company Stamp

Returnable Document

13 Disclosure of Prices Quoted

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

YES NO

14 Returnable Documents

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

All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.

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

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

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

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 3 : Quotation Form	
Proof of Experience / Qualifications	

b) 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 these Returnable Documents may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these documents are returned with their Quotations.

Essential Returnable Documents	Submitted [Yes or No]
SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Form	
- Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form 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	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE A – B-BBEE Preference Points Claim Form	
VALID LETTER OF GOOD STANDING ISSUED BY COMPENSATION COMMISSIONER OR THE FEDERATED EMPLOYER'S MUTUAL ASSURANCE COMPANY LIMITED (FEM)	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

Respondents to complete this section:

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NAME OF RESPONDENT
PHYSICAL ADDRESS
.....
Respondent's contact person:	Name.....
	Designation.....
	Telephone.....
	Cell Phone.....
	Facsimile.....
	Email.....
	Website.....

**SECTION 3
 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 RFQ 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		

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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 Consumables	%
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Notes to Pricing:

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

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.

Returnable Document

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 : _____

Respondent's Signature

Date & Company Stamp

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By signing this Quotation Form the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar, 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:

1. Specifications and drawings included in this RFQ - if applicable; and
2. The following documents all of which are available on Transnet’s website or upon request:
 - 2.1. General Bid Conditions;
 - 2.2. Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
 - 2.3. Supplier Integrity Pact;
 - 2.4. Non-disclosure Agreement; and
 - 2.5. Vendor Application Form and all supporting documents (first time vendors only)

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

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

In the Yes/No column above, please confirm that all the information e.g. company address and contact details, banking details etc. are still correct as at the time of allocation of the vendor number(s). Alternatively, Respondents are required to provide the updated information with their bid submission.

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
 Name _____

2 _____
 Name _____

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 4

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

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[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.

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

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

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**RFQ FOR THE PROVISION OF
REPAIRS AND MAINTENANCE TO ALL HYDRAULIC TOOLS ON AN AS & WHEN REQUIRED
BASIS FOR A PERIOD OF 24 MONTHS OR R 500 000.00 (WHICH EVER OCCURS FIRST)
FOR EAST LONDON
RFQ: PTH/53858**

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 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;

Respondent's Signature

Date & Company Stamp

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- 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 invitation, 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.

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- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

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

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

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

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- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.12 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.13 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

5. B-BBEE STATUS AND SUBCONTRACTING

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

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

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

5.2 Subcontracting:

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

If YES, indicate:

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

5.3 Declaration with regard to Company/Firm

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

"PREVIEW COPY ONLY"

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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: