



ANNEXURE A

TECHNICAL COMPLIANCE SHEET – RME CPT/420/2016

SUPPLY, DELIVERY, INSTALL ISKRAEMECO METER MANAGEMENT SOFTWARE AND COMMISSIONING OF THE PLINTH BOX METERS.

The compliance response is to contain ONLY the following statements, **“Comply”**, or **“Do not comply”**.

Where either **“Do not comply”** is inserted, remarks as to the reason for the deviation from the requirement is required

| Main Specification: | | | |
|---------------------|--------------------------|---------------------|----------------------------------|
| Item | Specification Clause No. | Compliance Response | Explanation / Deviation / Reason |
| 1 | Clause 5.2 (i) | | |
| 2 | Clause 5.2 (ii) | | |
| 3 | Clause 5.2 (iii) | | |
| 4 | Clause 5.3 (i) | | |
| 5 | Clause 5.3 (ii) | | |
| 6 | Clause 5.3 (iii) | | |
| 7 | Clause 5.4 | | |
| 8 | Clause 5.5 | | |
| 9 | Clause 5.6 | | |
| 10 | Clause 6.2 (i) | | |
| 11 | Clause 6.2 (ii) | | |
| 12 | Clause 6.2 (iii) | | |
| 13 | Clause 6.2 (iv) | | |
| 14 | Clause 6.2 (v) | | |
| 15 | Clause 6.3 (i) | | |
| 16 | Clause 6.3 (iii) | | |



| | | | |
|----|------------------|--|--|
| 17 | Clause 6.3 (iv) | | |
| 18 | Clause 6.3 (v) | | |
| 19 | Clause 6.4 (i) | | |
| 20 | Clause 6.4 (ii) | | |
| 21 | Clause 6.4 (iii) | | |
| 22 | Clause 7.1 | | |
| 23 | Clause 8.1 | | |
| 24 | Clause 8.2 | | |

Respondent's Signature: _____

ANNEXURE B SPECIFICATION

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1. Purpose

The purpose of this document is to provide a suitably detailed and concise brief to the contractor to define the desired outcome of the project. This will act as a guide to ensure that the requirements of the owner are taken into consideration throughout the duration of the project.

2. Introduction

The Port of Cape Town is one of the busiest Ports in South Africa and TNPA as a Port authority is mandated to provide and facilitate the transfer and transport of freight in and out of South Africa through the Port. Electrical shore supply plays a vital role to the vessels at berth during the lay-up.

An electrical shore supply plinth box is an electrical supply kiosk situated on the edges of the quays, which provide much needed electrical power to the vessels docked at the Port. The electrical power needed to keep running emergency equipment, operations, cooling/heating, lighting and "hoteling activities" is provided by shore based power supply as in our case the power grid. These facilities are largely used by fishing and ship repair industries, and is one of the key services that the Port provides.

3. Employers objectives

The employer's objectives are to upgrade the existing master station system license to cater for additional 300 meter points for the new installed shore supply boxes' meters. The system should be upgraded to the latest version and commissioned to ensure that existing meters on the system can successfully communicate to the master station. The new meters installed at the shore boxes should be commissioned to the system. It is further required that adequate training is given to ensure that Transnet staff can operate the system after the system upgrade.

4. Background

The Port of Cape Town's metering system comprises of the master station complete with the SEP2W ver. 1.95 AMR software package, installed at the office of the Port Engineer's electrical department. The master station communicates to the remote electrical consumption meters via modems on GSM, PABX and the Ethernet communication network.

The master station has been configured to automatically download consumption and related data from each consumption meter daily at midnight and at every month end. The metering data is validated and used to automatically generate bills for all the Port's Customers.

The existing SEP2W software license has a capacity of handling a maximum number of two hundred metering points and it can be extended according to the requirements of the Port.

5. General description of the work

This service information defines the solution to supply with the latest Iskraemeco Meter management software, install, and configure the settings as stipulated in this document and commissioning of the work. This includes the associated wireless communication management system as well as a centrally hosted management system and associated system modules to ensure that the system functions correctly.

5.1 The system :

- i. Includes sending of information from the on-site meters into the centralised management system (master station).*
- ii. Provides functionality to manage the meters, data and disconnect services remotely and provide management reporting.*
- iii. Manages alarms and informs the master station of any irregularities such as tampering or power outages.*
- iv. Reconciles electricity usage from the supply box to the client on daily basis and detects and report any non-technical loss of electricity immediately.*
- v. Provides billing information hourly on daily basis*
- vi. Enables current flow control for accounting purposes on a daily basis*
- vii. Enables remote control for consumption management as well as load shedding*
- viii. Reconciles individual meter financially and have the information available on daily basis.*

5.2 The contractor:

- i. Transfer technical skills to workers from the employer regarding the design, operation, layout and maintenance of the system.*
- ii. Develop local capacity over the installation period and transfer the assets to the employer at the end of the service period.*
- iii. Ensures full compliance with Transnet and government regulations with regards to the electricity billing and other relevant aspect pertaining to this type of work.*

5.3 Mandatory Requirements

- i. The supplier must have installed and successfully commissioned at least one (1) SEP2W system in Southern Africa each with a minimum of 50 meters commissioned on to the system. (Please indicate for lesser systems)*
- ii. The supplier shall provide contact details for the references stipulated above.*

- iii. *The supplier shall provide appropriate and suitably qualified skills to deliver the service. Please provide CV's of staff to be used on this project.*

5.4 Applicable legislation includes but is not limited to:

- i. *The occupational health and safety act of South Africa (OSH Act 85 of 1993).*

5.5 Transnet, local and international laws and regulations.

- i. *Transnet specific regulations*

5.6 Standards and specifications

The service is performed in strict accordance with the following standards:

- i. *NRS057 & NRS071*
 ii. *ISO 9001:2008*

6. Work to be done by a Contractor

6.1. Software Licence Upgrade

- i) Provide Software License Upgrade on the SEP2W system. Provide pricing for license upgrade shown below:
- a) Upgrade license by 100 points (from 200 to 300 meter points)
 - b) Upgrade license by 400 points (from 200 to 600 meter points)
 - c) Upgrade license by 600 points (from 200 to 800 meter points)
- ii) Specify any upgrade on required 3rd party licence where applicable (eg: SQL database.)
 Transnet will provide corporate licenses for database related SQL and Microsoft applications.

6.2. Professional Services – System Upgrade

- i) Provide implementation & consulting services to upgrade the System to the latest version (with increased software license.)
- Commission the existing system to the latest version with the upgraded licence.
 - Migrate all existing configuration and stored data to the upgraded system database.
 - Provide a full backup of all data before and after the upgrade process.
 - Confirm the system can be virtualised. State any specific requirements to virtualised the software
- ii) Validate that all existing metering points previously commissioned are operational and can be communicated to on the upgraded system.
- iii) Successfully commission 50 new meter points (already installed by TPNA) to the upgraded system.

- iv) Provide System Quality checks by OEM or representative until the completion of the project.
- v) Provide or arrange accredited training to TPNA staff & installation teams to operate the system. Training should include separate modules for System Administrators (full access), System Operators (Configuration and daily operations) and Meter technician training.
 Training shall be provided at TPNA Cape Town premises.
 Please provide a detailed training program with your response.

6.3. Professional Services – Meter Commissioning

- i) It is required for the primary service provider to supply suitable skilled local (Cape Town Region) based resources to commission (and install if required) additional metering and related communication devices for TPNA. TPNA will confirm the exact number, but for the purposes of responding to the enquiry, the estimated number of installations required are 100.
- ii) This service may be sub-contracted but must be locally based resources.
- iii) This service provider must have the necessary experience to perform work in MV substations and LV electrical installations. Please provide necessary documentation to indicate the required experience for resources that will work on the project.
- iv) These resources are also expected to be trained on the meters and solution being deployed by TNPA and must have a successful training completion certificate to work on the meters and communication devices used on this project. (Meter Training by the meter service provider will be provided) Services providers with prior experience on this meter product range will be preferred.
- v) The service provider must have done similar related metering installation work in country. Please provide references.

6.4. Maintenance & Support

- i. Provide a software license maintenance agreement.
- ii. Provide a maintenance and support agreement for the System for a period of 12 months (with the option of an additional 12 months.) Specify what is included in your support and maintenance agreement. Regular site visits minimum quarterly for two days at a time must be provided for
- iii. Provide maintenance agreement for the meter installations including communication equipment. (First line Telephonic Support, hourly call-out rate).
- iv. Please provide Hardware Specification for operation of the system—TNPA will procure.

6.5. Deliverables

The contractor shall provide the following as of the service:

- 6.2.1. *Technical manuals*
- 6.2.2. *User manuals*
- 6.2.3. *System administration manuals*
- 6.2.4. *Training manuals*
- 6.2.5. *Standard Operating Procedures*
- 6.2.6. *Business continuity plan for contractor related services.*
- 6.2.7. *The meter installation contractor Successful Meter Installation certificate (from meter to the system) for each meter point commissioned.*

7. Quality control and management

- 7.1. *The contractor provides the necessary quality management systems to ensure that the quality of the service complies with the requirements of this service information.*
- 7.2. *The employer will monitor the quality management plan as his needs dictates and reserves the right to audit any of the above system on request throughout the lifecycle of the project.*

8. Health and safety

- 8.1. *The contractor complies with the employer's health and safety rules*
- 8.2. *Contractor and its employees performs the service safely and complies with OSH Act as amended and regulations thereunder*

9. Optional Services

Additional optional services planned include web based remote access to provide meter reading and control (Disconnect/reconnect) functions for the electricity service offered by TPNA. This includes business process re-engineering. Suppliers are requested to provide proposals for this.



10. Compliance Schedule **B**

Suppliers are expected to submit their proposal to this tender requested. In addition please complete compliance Schedule B below. Please use proper cross references if details are submitted elsewhere in the tender submission. The tenderer is expected to have the documents after award before commencement of work.

| Ref. | REQUIREMENT | Schedule B Y/N |
|------|--|-------------------|
| 5.1 | The System | |
| 5.2 | Contractor duties | |
| 5.3 | Commissioned SEP2W system in Southern Africa | |
| 5.3 | Provided references of sites with over 50 points | |
| 5.3 | Qualified Staff used on project. CV's to be provided | |
| 5.4 | OSH Act adherence | |
| 5.5 | Transnet regulations | |
| 5.6 | Standards : Work to comply to NRS057/071 | |
| 5.6 | ISO 9001 compliance | |
| 6.1 | Provide S/W licences according to 3 price breaks | |
| | List 3 rd party software licence requirements | |
| 6.2 | Upgrade existing system fully | |
| 6.2 | Confirm Software Virtualisation capability and requirements | |
| 6.2 | Provide training programme as per requirements | |
| 6.3 | Cape Town based field installation contractor | |
| 6.3 | HV/MV/LV accreditation is available and submitted | |
| 6.3 | Provide references for AMR related meter installation field work. | |
| 6.4 | Adequate Maintenance & Support plan for system provided | |
| 6.4 | Adequate Maintenance & Support plan for meters and communication devices provided | |
| 7 | Quality Management System in place | |
| 7 | Quality Management Audit | |
| 8 | Compliance to Health & Safety Requirements | |
| 10 | Price Schedule submitted | |
| 11. | Completed Compliance Schedule (This page) | |
| 12 | Tenderer shall provide the Engineer with project plan in one week form date of receiving the purchase order. | |

Appendix A – Summary of Key system functionality

The functions listed below are a summary of the main functions in the AMR master station being used by TPNA. The list is too give an indication of the functionalities utilised on the existing system. This list is not exhaustive and may include other functions. Please contact TPNA if you are not sure of any functionalities or system requirements.

6.1.1. Meter reading which includes:

- 6.1.1.1. Scheduled remote meter reading*
- 6.1.1.2. On demand remote meter reading*
- 6.1.1.3. On-demand meter reading for a meter and a group of meters*

6.1.2. Meter data presentation

- 6.1.2.1. In text and graph data format*
- 6.1.2.2. Data per hour, day, week, month, year, box number or area.*
- 6.1.2.3. Billable data*
- 6.1.2.4. All data with time stamp*
- 6.1.2.5. Save data as Excel file on the operator PC.*

6.1.3. Meter data analysis

- 6.1.3.1. Shows a shore supply box's data for one month in calendar form with consumption graph.*
- 6.1.3.2. Set thresholds and search shore supply boxes with consumption out of threshold.*
- 6.1.3.3. Compare several boxes per quay for a given period.*
- 6.1.3.4. Save data as excel file on operator PC*

6.1.4. Event and alarm

- 6.1.4.1. Configure alarm/event level (severity) into five(5) groups or classes at least*
- 6.1.4.2. Show details by selecting one from event/alarm list*
- 6.1.4.3. Show unclosed/unacknowledged only, if appropriate*
- 6.1.4.4. Save data as excel file on operator PC*

6.1.5. Customer management

- 6.1.5.1. Add/delete/ modify customer information by user with proper privileges*
- 6.1.6.1. Load multiple customers information(batch loading)*

6.1.6. User management

- 6.1.6.2. Add/delete system user or group*
- 6.1.6.3. Control user access using user ID and password*
- 6.1.6.4. Assign access privilege to each user and group*
- 6.1.6.5. Assign three(3) different groups(viewer, operator and administrator) at least*
- 6.1.6.6. Log operation that changes configuration and metering data with stamp (who, when, operation, previous/new value etc...)*
- 6.1.6.7. Disconnect user from server if there is no operation for more than given time.it can be abled or disabled by the administrator*

6.1.7. Reporting

- 6.1.7.1. Provide various analysis reports based on performance database*
- 6.1.7.2. Analyse data for system performance and related information*
- 6.1.7.3. Report various types data (excel, charts, graphs) and extract raw data.*
- 6.1.7.4. Summarise information by events, faults and performance on the management system.*

6.1.8. Supported meter event

- 6.1.8.1. Detect automatic meter recovery*
- 6.1.8.2. Detect meter fatal error*
- 6.1.8.3. Detect meter fault*
- 6.1.8.4. Detect phase failure*
- 6.1.8.5. Detect over/under voltage*

TFR a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No RME CPT 420/2016

**SUPPLY, DELIVERY, INSTALL ISKRAEMECO METER MANAGEMENT SOFTWARE AND
COMMISSIONING OF THE PLINTH BOX METERS.**

DELIVERY AT: PORT OF CAPETOWN

| | |
|----------------------|------------------------|
| ISSUE DATE: | 05 OCTOBER 2016 |
| CLOSING DATE: | 18 OCTOBER 2016 |
| CLOSING TIME: | 10:00 |

Section 1
NOTICE TO BIDDERS

NOTICE TO BIDDERS

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

METHOD: [Courier or Hand Delivered]

CLOSING VENUE: See below for closing venue

Proposals must reach the Secretariat, Acquisition Council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

Closing date and time: **18 October 2016 AT 10:00**

Closing address: *[Refer to options in Delivery Instructions for RFQ below]*

No documents will be issued between 12:45 to 13:30

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

A. DELIVERY INSTRUCTIONS FOR RFQ

Delivery by Post

If delivered by post, the envelope must be addressed as below and must be dispatched in time for sorting by post office to reach the Secretariat before the closing time of the RFQ:

The Secretariat
Transnet Acquisition Council
P O Box 2986
Bellville,
7535

The measurements of the "tender slot" are 11cm wide x 45cm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as above.

Dispatch by Hand and courier

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

The Secretariat
Transnet Acquisition Council
Transnet Park Building
6th Floor
Robert Sobukwe Road
Bellville, 7535

Please note deadline for questions/RFQ clarifications is before **10h00 on the 17th October 2016**

Please note that this RFQ closes punctually at **10:00 on 18 October 2016.**

B. INSPECT / COLLECT DOCUMENTS :

RFQ documents may be viewed and downloaded directly from the Transnet Freight Rail website by clicking on the RFQ number that is highlighted in red on the website:

(<http://www.transnetfreightrail.co.za/Website/tenders.html>) free of charge

Alternatively, this RFQ may be purchased **at R250.00** [inclusive of VAT] per set for those Bidders that require a copy from Transnet rather than downloading from the website. If a copy of the RFQ document is required, prior arrangements must be made one (1) day in advance and the RFQ document may be collected between **08:00 and 15:00** from **05 October 2016** until **14 October 2016**

NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the RFQ documents and submitted thereafter with your Request for Quotation.

RFQ documents may be obtained on and after **Wednesday, 05 October 2016** at The Secretariat of Transnet Acquisition Council, Transnet Park Building, 6th Floor, Robert Sobukwe Road, Bellville, Cape Town during the office hours **08h00 to 15h00**.

No RFQ documents will be issued between 12:45 to 13:30. The RFQ document will only be issued until 14 October 2016.

For enquiries regarding collection of documents, contact Iwan Theron, telephone No. 021 940-1896.

C. RFQ FEE AND BANKING DETAILS

Payment is to be made as follows:

R 250.00 [inclusive of VAT] per set

| | | |
|----------------|---|-----------------------|
| Account Name | : | Transnet Freight Rail |
| Account | : | Standard Bank |
| Account number | : | 203158598 |
| Branch code | : | 004805 |

The deposit slip must reflect RFQ: RME CPT 420/2016 and the Company Name. Receipt/s to be presented prior to collection of the RFQ /tender document.

If Respondents/Bidders intend to download the bid off the Transnet website, they are required to indicate their intention to respond to this bid by 15:00 14th October 2016, by sending an email with their contact details to the following address:
Iwan.theron@transnet.net.

This is to ensure that any required communication (e.g. addenda to the bid) in relation to this bid reaches those intending to respond. As such, please submit with the tender document and the

CONFIRMATION THAT YOU ADVISED TRANSNET OF YOUR INTENTION TO PARTICIPATE IN THIS TENDER.

RESPONDENTS FAILING TO ADHERE TO THE ABOVE MAY BE CLASSIFIED AS NON-RESPONSIVE AND MAY BE DISQUALIFIED.

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 exceed R1 000 000 (all applicable taxes included); and therefore the **90/10** 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 before the RFQ clarification deadline.

Name: Tshegofatso Shaku

Email: Tshegofatso.Shaku@transnet.net

Telephone:

021 940 1876

Respondents may also, at any time after the closing date of the RFQ, communicate with the Secretariat of the Transnet Acquisition Council on any matter relating to its RFQ response:

Name: Iwan Theron

Email: Iwan.Theron@transnet.net

Telephone:

021 940 1896

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 National treasury central supplier database

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

Please follow the following steps to register your company on the National Treasury Central Supplier Database and confirm your registration by submitting your National Treasury "MAAA" supplier reference number.

Step 1: Access the CSD site on <https://secure.csd.gov.za/>

Step 2: Register a new CSD account <https://secure.csd.gov.za/Account/Register>

Step 3: Receive an activation email and click activate account

Step 4: Activate account by requesting and entering the OTP

Step 5: Log in the CSD

Step 6: Complete supplier identification information

Step 7: Complete contact information

Step 8: Complete address information

Step 9: Complete bank account information

Step 10: Complete tax information

Step 11: Complete directors/members information (if non-CIPC company)

Step 12: Complete associations (if relevant)

Step 13: Complete commodities information

Step 14: Complete B-BBBEE information (future phase)

Step 15: Maintain users

Step 16: Complete notification information

Step 17: Complete accreditations

Step 18: Click on submit

Step 19: A CSD supplier number and unique registration reference number is auto-generated and communicated.

11 Specification/Scope of Work

Refer to attached Annexure B

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

TIP-OFFS ANONYMOUS : 0800 003 056

**RFQ FOR SUPPLY, DELIVERY, INSTALL ISKRAEMECO METER MANAGEMENT SOFTWARE AND
& COMMISSIONING OF THE PLINTH BOX METER**

**CLOSING VENUE: THE SECRETARIAT, TRANSNET ACQUISITION COUNCIL, 06TH FLOOR,
TRANSNET PARK BUILDING, ROBERT SOBUKWE ROAD, BELLVILLE**

CLOSING DATE & TIME: 18 OCTOBER 2016 AT 10:00

VALIDITY PERIOD: 90 BUSINESS DAYS

SECTION 2**EVALUATION CRITERIA AND RETURNABLE DOCUMENTS****1 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 |
|--|--|
| Administrative responsiveness | Completeness of response and returnable documents |
| Substantive responsiveness | <p>Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.</p> <ul style="list-style-type: none"> Completed, Signed and Submitted Technical Compliance sheet – Annexure A Technical Submission Questionnaire on Previous / Current Relevant experience of the Service Provider - Section 7 Written References Proof of bidders KM Radius from the Port of Cape Town Maintenance Plan for 12 Months |
| Functionality Threshold | <ul style="list-style-type: none"> As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as a threshold with a prescribed percentage threshold of 75%, Previous/ Current Relevant experience of Service Provider in Installation of Software and Commissioning meters, Written References, Proof of bidders KM Radius for Port of Cape Town and Maintenance Plan for 12 months will be considered as part of the technical evaluation. |
| Final weighted evaluation based on 90/10 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 Section 5: B-BBEE Claim Form. |

Returnable Document

| Technical Criteria | Weightings (%) | Scoring guideline |
|--|----------------|---|
| Technical Capability | | |
| 1.Previous/ Current Relevant experience of Service Provider in Installation of Software and Commissioning meters to the system | 40% | <p>3= The bidder has installed at least one SEP2W and Meterview programming in Southern Africa with a minimum of 50 meters or more commissioned to the system</p> <p>2 = The bidder has installed at least one SEP2W and/or Meterview programming in Southern Africa with between 30-49 meters commissioned to the system</p> <p>1= The bidder has installed at least one SEP2W and/or Meterview programming in Southern Africa with between 20-29 meters commissioned to the system</p> <p>0 = The bidder has installed at least one SEP2W and/or Meterview programming in Southern Africa with between 0-19 meters commissioned to the system .</p> |
| 2. Written References | 20% | <p>3 = 4 or more written references provided for a similar project</p> <p>2 = 3 written references provided for a similar project</p> <p>1= 1- 2 written references provided for a similar project</p> <p>0 = No written references provided for a similar project</p> |
| <p>3.Proof of bidder KM Radius from the Port of Cape town: Proof to include the following but not limited to:</p> <ul style="list-style-type: none"> Details of office location/s Office Kilometre | 30% | <p>3= The bidder office are located 80km away from Port of Cape town</p> <p>2= The bidder office are located between 81km and 120km away from Port of Cape town</p> |

Returnable Document

| Technical Criteria | Weightings (%) | Scoring guideline |
|---|----------------|--|
| measurements from the Port of Cape town | | <p>1= The bidder office are located between 121km and 160km away from Port of Cape town</p> <p>0= The bidder office are located more than 161km away from Port of Cape town</p> |
| <p>4. Maintenance Plan for 12 months. It should include but not limited to :</p> <ul style="list-style-type: none"> Scheduled of site visits Backups Commissioning of new meters | 10% | <p>4= Detailed methodology, approach and clearly defined plan</p> <p>3=Detailed plan and approach</p> <p>2=. High level Approach (Plan) with some level of supporting information (Limited detail)</p> <p>1= Basic Level Approach(Plan) with no detail</p> <p>0= inadequate information to determine a score</p> |
| Total | 100 | |

2 Validity Period

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

This RFQ is valid until **24 February 2017**.

3 Disclosure of Prices Quoted

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

YES ☐ NO ☐

4 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.

Returnable Document

- 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 (Price Schedule- To be completed in full) | |
| Completed, Signed and Submitted Technical Compliance Sheet – Annexure A | |
| Written References | |
| Technical Submission Questionnaire on Previous / Current Relevant experience of Service Provider in Installation of Software and commissioning of Meters – Section 7 | |
| Proof of bidders KM Radius from the Port of Cape Town | |
| Maintenance Plan for 12 Months | |

- 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 Section 5: 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] | |
| SECTION 5 : B-BBEE Preference Points Claim Form | |
| SECTION 6 : RFQ clarification request form | |
| Communication Licence Upgrade (between meter and Programme) | |

Returnable Document**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.

Respondent's Signature

Date & Company Stamp

Returnable Document**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 at Port of Cape Town, excluding VAT: (price Schedule to be completed in Full)

| Item | Activity | Unit of Measure | Total Qty | Labour Rate (Per Unit) | Material Rate (Per Unit) | Total Delivered Price (Excl VAT) |
|------------|---|-----------------|-----------|------------------------|--------------------------|----------------------------------|
| 1.0 | Software Licence Upgrade | | | | | |
| 1.1 * | Upgrade licence by 100 points (from 200 to 300) | Meter Point | 100 | | | Rate only |
| 1.2 * | Upgrade licence by 400 points (from 200 to 600) | Meter Point | 400 | | | |
| 1.3 * | Upgrade licence by 600 points (from 200 to 800) | Meter Point | 600 | | | Rate only |
| 2.0 | Professional Services System Upgrade | | | | | |
| 2.1 | System Upgrade | ea. | Sum | | | |
| 2.2 | Decommission /reconfigure all existing meter points | ea. | 150 | | | |
| 2.3 | Commission & Configure | ea. | 50 | | | |

Respondent's Signature_____
Date & Company Stamp

Returnable Document

| | | | | | | |
|--|---|-----|------------|--|--|------------------|
| | new meter points | | | | | |
| 2.4 | Project Management & Quality checks on software and licence upgrade and on new meter installations. | ea. | Sum | | | |
| 2.5 | Training | ea. | Sum | | | |
| 3.0 | Professional Services Meter Installations | | | | | |
| 3.1 | Install/Commission Meter and communication device to system | ea. | 100 | | | |
| | Total Delivered Price Excl VAT (1.2, 2.1 to 2.5 and 3.1) | | | | | |
| 4.0 | Optional Services NB: For information purpose | | Sum | | | Rate Only |
| OTHER COST | | | | | | |
| Maintenance & Support (Price for a period of 12 months) See clause 6.4 (ii). | | | | | | |
| Contingency (10%) | | | | | | |
| Preliminary and General (P&G-should include accommodation and travelling costs for the whole project) | | | | | | |
| Grand Total | | | | | | |

Delivery Lead-Time from date of purchase order: _____ **[days/weeks]**

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) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the duration of the contract. [Not to be confused with bid validity period Section 2, clause 2]

| | |
|------------|--|
| YES | |
|------------|--|

OR

- d) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed a period of 03 months, subject thereafter to adjustment (i.e. after the initial

Returnable Document

period of 03 months), utilizing the following price index/indices/adjustment formula. [Not to be confused with bid validity period Section 2, clause 2]

.....

.....

| | |
|-----|--|
| YES | |
|-----|--|

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 _____ |

RFQ FOR SUPPLY, DELIVERY, INSTALL ISKRAEMECO METER MANAGEMENT SOFTWARE AND COMMISSIONING OF THE PLINTH BOX METER SECTION

SECTION 5: B-BBEE PREFERENCE POINTS CLAIM FORM

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

1. INTRODUCTION

- 1.1 A total of 10 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and 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

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

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

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

| B-BBEE Status Level of Contributor | Number of Points [Maximum 10] |
|------------------------------------|----------------------------------|
| 1 | 10 |
| 2 | 9 |
| 3 | 8 |
| 4 | 5 |
| 5 | 4 |
| 6 | 3 |
| 7 | 2 |
| 8 | 1 |
| 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***

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Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.

- 4.3 Bidders who qualify as ***EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.***
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as ***QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit*** on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE

Returnable Document

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 10 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

Returnable Document

(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

Returnable Document

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:.....

Returnable Document

SECTION 6: RFQ CLARIFICATION REQUEST FORM

RFQ deadline for questions / RFQ Clarifications: Before 10:00 on 17 October 2016

RFQ Clarification No [to be inserted by Transnet]

| |
|-------|
| |
|-------|

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Date & Company Stamp

SECTION 7**TECHNICAL SUBMISSION QUESTIONNAIRE****Previous /Current Relevant Experience of Service Provider****Note to tenderers:**

Tenderers are required to demonstrate their experience in rendering similar services and to this end shall render the services sufficiently and has provided us with detailed reference list (minimum 1) with contact details of previous and /or existing customers. Must have erected similar systems successfully.

List of References

| Name of Company | Contact Person & Contact details | Type of systems installed (Management System SEP2W or Meterview programming) | Sizes of the system installed (Which will show the number of meters commissioned) | Contract Period |
|-----------------|----------------------------------|---|--|-----------------|
| | | | | |
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| | | | | |
| | | | | |
| | | | | |

Signed

Date

Name

Position

Tenderer

Respondent's Signature

Date & Company Stamp

Transnet Request for Quotation No RME CPT 420/2016

SUPPLY, DELIVERY, INSTALL ISKRAEMECO METER MANAGEMENT SOFTWARE AND COMMISSIONING OF THE PLINTH BOX
METERS

Returnable Document

Respondent's Signature

Date & Company Stamp