



RFQ NUMBER
CENTRAL/JHB/08/2009

DESCRIPTION

**DEVELOPMENT AND MAINTANANCE OF
MODELS AND INTERFACING OF
INSTRUMENTATION
PERIOD ONE YEAR.**

ISSUE DATE: 24 MARCH 2009

CLOSING DATE: 14 APRIL 2009

(10H00)

**CLOSING VENUE : (TENDER BOX) ALLOCATED AT THE ASO OFFICE,
TRANSNET FREIGHT RAIL TENDER ADVICE CENTRE, LEVEL 100,
150 COMMISSIONER STREET CARLTON CENTRE, JOHANNESBURG.**

REQUISITION FOR QUOTATION

MESSRS:
ADDRESS :
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SUPPLY CHAIN SERVICES NET Contact : Beverley Ramaru TEL: (011) 308-1477 RIGHT FAX: (011) 774-9841
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Tel (011)

Fax (011)

ISSUE DATE 24-03-09

CLOSING DATE: 14-04-2009 (10h00)

Item No.	Description	Qty	Price Per Hour
1	DEVELOPMENT AND MAINTENANCE OF MODELS AND INTERFACING OF INSTRUMENTAION		
	Maintenance of models		R
	New development on models		R
	Interfacing of instrumentation		R
	Travel rate per km		R
	Total Price For the Project		R

Price Must Be VAT Excluded.
CONTACT PERSON: Ms Beverley Ramaru
Ms Josia Meyer : (011) 773 635

NB:
Please attach the following documents :
Valid Tax Clearance Certificate
BBBEE Scoring Card

Signature of the Tenderer _____ Date _____

ANNEXURE A

SPECIFICATION

1. The Contractor shall carry out the work in accordance with the attached Contract Specifications and in thorough and workmanlike manner. The final acceptance of the work rests with Transnet Freight Rail's Manager at the Track Testing Centre, Jeppestown.
2. The Contractor shall supply all necessary labour, tools, equipment and material.
3. Should Transnet Freight Rail provide or make available any material and/or equipment, the Contractor shall be responsible for the correct and economical transport, storage and usage thereof. The cost of any loss or damage to Transnet Freight Rail equipment other than normal wear and tear, and any uneconomical usage or loss of material provided by Transnet Freight Rail, will be recovered from the Contractor.
4. Transport cost would be a rate per km from the Contractors premises to Jeppestown.
5. The obligation to look after the contract work and everything connected there within shall rest solely with the Contractor who shall take all necessary precautions to protect the public, the property of the public and the property and personnel of Transnet Freight Rail and all other persons, from injury, and to protect adjoining properties from trespass or damage during the progress of the work. In Contracts not exceeding R50 000.00 the Contractor shall also be liable to compensate any person who may suffer damages recoverable in law from the Contractor and/or from Transnet Freight Rail by reason of the said work, and hereby indemnifies Transnet Freight Rail Limited against any claims that may be made by any person whatsoever in respect of contracts in excess of R50 000.00 public liability insurance will be arranged by Transnet Freight Rail's cost. The insurance will be maintained for the duration of the contract, and until expiry of the maintenance period in the joint names of Transnet Freight Rail and the Contractor.

6. (a) The Contractor shall comply with the Workman's Compensation Act. 1941, and any amendment thereof.
- (b) The Contractor undertakes to carry out its obligations in accordance with the Machinery and Occupational Safety Act. 1993 (Act 85 of 1993) and Regulations and to comply with all requirements of the Act. The Contractor also undertakes to comply with the Safety Rules of Transnet Freight Rail, as adopted from time to time. A copy of which can be obtained from the relevant project leader.
- (c) The Contractor shall at his own cost comply with the provisions of all such laws, Provincial Ordinances, Local Authority Bylaws and all relevant Regulations framed there under which are applicable to the work to be undertaken.
7. If the Contractor suffers delay or incurs extra expense as the result of delay on the part of Transnet Freight Rail in supplying such material as are to be provided by it, or from any other cause, the Contractor shall inform Transnet Freight Rail within 24 (twenty-four) hours of the commencement of the delay, and may, within 7 (seven) days after such delay has ended, apply in writing to Transnet Freight Rail for extra time and/or extra payment and Transnet Freight Rail shall after investigation grant such extension of time and/or authorise payment of such sum as is considered reasonably adequate to cover the delay or to compensate for the extra expense suffered by the Contractor. Transnet Freight Rail will grant such extension of time and/or authorise the payment of such sum as Transnet Freight Rail Ltd, in its sole discretion, considers adequate to cover the delay suffered or to compensate for extra expense incurred.
8. The Contractor shall not assign his obligations under the contract, nor sublet the contract work or any part thereof without the consent of the Manager. Breach of this condition will entitle Transnet Freight Rail to cancel the contract forthwith.
9. Any amount certified by the Manager as being recoverable from the Contractor in terms of any of the preceding clauses may, without prejudice to any other legal rights which Transnet Freight Rail may have, be deducted from any moneys due to the Contractor by Transnet Freight Rail whether under this contract or from any source whatsoever.
10. On completion of the work, the Contractor shall inform the Manager who will arrange a final inspection. If the work has been completed to his satisfaction, the Manager will issue a completion certificate and arrange payment of all moneys due to the Contractor by Transnet Freight Rail.
11. Transnet Freight Rail may order alterations, extras, additions to or omissions from the Works. The Contractor shall carry out or give effect to such orders from Transnet Freight Rail. The rates for such work shall be agreed between the Contractor and Transnet Freight Rail and where possible rates quoted in the schedule of quantities shall form the basis, as far as may be reasonable, of such agreement.
12. This agreement is for the interfacing of equipment and the maintenance and development of new models detailed hereunder and shall operate with effect from 1 April 2009 and shall continue in operation, for a period of twelve months, until 31 March 2010.
13. Contractor hereby undertakes to maintain a qualified and competent staff of technicians who shall service the models, as specified below. The Contractor shall make all necessary changes and test the program on real data. Changes must be done in a reasonable time, agreed upon between the contractor and the Transnet Freight Rail representative.



TYPE OF EQUIPMENT	QUANTITY	RATE PER ITEM PAYABLE
AFTER		ON COMPLETION
		EACH SERVICE
MAINTENANCE OF MODELS		R _____ per Hour
NEW DEVELOPMENTS ON MODELS		R _____ per Hour
INTERFACING OF INSTRUMENTATION		R _____ per Hour
TRAVEL RATE PER KM		R _____ per km

14. The conditions of this Agreement do not include the cost of new parts. Extra time needed for replacement of parts will be charged for as per paragraph 13.
15. When the conditions specified in paragraph 13 and/or 14 apply and the expected extra cost exceeds the amount of R 40 000,00 the Contractor will inform Transnet Freight Rail by letter of the anticipated cost and wait for written authorisation to proceed with the repair work.
16. Payment for the service of equipment shall be made as per agreement after receipt of accounts supported by certificates, certified by an authorised officer in the employ of Transnet Freight Rail to the effect that the service of the equipment was carried out and/or parts fitted.
17. The contractor will be held responsible for all equipment under repair in their workshops. Any lost or stolen equipment shall be replaced by the contractor.

PRIEVIEW COPY ONLY



Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

Transnet Vendor Management has received a request to load your company on to the Transnet vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (SDF) on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS member).

NB:

- **Failure to submit the above documentation will delay the vendor creation process.**
- **Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.**

IMPORTANT NOTES:

- a) **If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company AND/OR BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).
- c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) **Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.**

Regards,

Transnet Vendor/Supplier Management *[please substitute this with your relevant Transnet department before sending this document out]*



Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name					Bank Account Number		
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)		< R5 Million	R5-35 million		> R35 million		
Does Your Company Provide		Products	Services		Both		
Area Of Delivery		National	Provincial		Local		
Is Your Company A Public Or Private Entity		Public			Private		
Does Your Company Have A Tax Directive Or IRP30 Certificate		Yes			No		
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							
BEE Ownership Details							
% Black Ownership		% Black women ownership		% Disabled person/s ownership			
Does your company have a BEE certificate		Yes		No			
What is your broad based BEE status (Level 1 to 9 / Unknown)							
How many personnel does the firm employ		Permanent		Part time			
Transnet Contact Person							
Contact number							
Transnet operating division							
Duly Authorised To Sign For And On Behalf Of Firm / Organisation							
Name					Designation		
Signature					Date		
Stamp And Signature Of Commissioner Of Oath							
Name					Date		
Signature					Telephone No.		

NB: Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products.

Internal Transnet Departmental Questionnaire (for office use only)

Section 1: To be completed by the Transnet Requesting / Sourcing Department												
TFR		TRE		TPT		TPL		TNPA		TRN		
Create		Amend		Block		Unblock		Once-Off / Emergency				
Extend		Delete		Undele								
Supplier's trading name												
Supplier's registered name												
Please indicate if the Supplier has a contract with sourcing Transnet OD								Yes		No		
If yes please submit a copy of the letter of award												

a) What is being procured from the supplier?				
i.	Products only	Yes		No
ii.	Services only	Yes		No
iii.	Labour only	Yes		No
iv.	Mix of services and	Yes		No
v.	Mix of services and labour	Yes		No

b) If your answer is **YES** to questions II, III, IV or V in paragraph a) above, please indicate whether the relevant **PAYE questionnaires** have been forwarded to the appropriate **Transnet Operational Divisions'** decision making bodies / **Strategic Supply Management** team for a directive /decision on tax withholding from payments to this supplier.

Yes		No	
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c) If your reply to (b) is "NO", please furnish reasons:	
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d) Certification and Approval of proposed Vendor Creation/Unblocking/Other Changes by Transnet Official with Appropriate Delegated Authority:

I HEREBY CERTIFY THAT THE TRANSNET DETAILED PROCUREMENT PROCESS (DPP) / PROCUREMENT MECHANISM HAS **IN ALL RESPECTS** BEEN ADHERED TO AND I THEREFORE APPROVE THE PROPOSED VENDOR CREATION/APPROVAL/OTHER CHANGES TO BE EFFECTED ON THE VENDOR MASTER

	Grade	Date	Signature
		Y Y Y Y M M D D	

Tel No:		Fax	
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Section 2: To be completed by the BEE Department (this section is for Confirmation/Determining of BEE Status)												
NARROW BASED (NB)				BROADBASED (BBBEE)								
BEE O/S	BWBE	DPBE	MR	CONTR. LEVEL	EME: <R5m	QSE: >R5m <R35m	LARGE: >R35m	VALIDITY DATE				
				Grade	Date				Signature			
					Y Y Y Y M M D D							
					Y Y Y Y M M D D							