



**TRANSNET FREIGHT RAIL**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

**REQUEST FOR QUOTATION [RFQ] No CRAC-ELF-41088**

**FOR THE PROVISION OF: SERVICES TO REPAIR, REFURBISH AND REPLACEMENT OF  
TELECONTROL (SIS500) OUTSTATION ELECTRONIC CARDS AS  
AND WHEN REQUIRED FOR A PERIOD OF TWENTY-FOUR (24)  
MONTHS.**

**ISSUE DATE: 31 MAY 2023**

**CLOSING DATE: 15 JUNE 2023**

**CLOSING TIME: 10:00 AM**

**VALIDITY PERIOD: 01 MARCH 2024 (180 BUSINESS DAYS FROM THE  
CLOSING DATE**

**Note to the bidders:**

***Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.***

**SECTION 1: SBD1 FORM****PART A****INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET FREIGHT RAIL, A DIVISION TRANSNET SOC LTD</b>							
BID NUMBER:	CRAC-ELF-41088	ISSUE DATE:	31 May 2023	CLOSING DATE:	15 June 2023	CLOSING TIME:	10:00 am
DESCRIPTION	PROVISION OF SERVICES TO REPAIR, REFURBISH AND REPLACEMENT OF TELECONTROL (SIS500) OUTSTATION ELECTRONIC CARDS AS AND WHEN REQUIRED FOR A PERIOD OF TWENTY-FOUR (24) MONTHS						
<b>BID RESPONSE DOCUMENTS SUBMISSION</b>							
<p>Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.</p> <p><b>RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.</b></p> <p>The Transnet e-Tender Submission Portal can be accessed as follows:</p> <ul style="list-style-type: none"> <li>Log on to the Transnet eTenders management platform website/Portal (<a href="https://transnetetenders.azurewebsites.net">transnetetenders.azurewebsites.net</a>) (please use <b>Google Chrome</b> to access Transnet link/site free of charge);</li> <li>Click on "ADVERTISED TENDERS" to view advertised tenders;</li> <li>Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);</li> <li>Click on "SIGN IN/REGISTER" - to sign in if already registered;</li> <li>Toggle (click to switch) the "Log an Intent" button to submit a bid;</li> <li>Submit bid documents by uploading them into the system against each tender selected.</li> <li>No late submissions will be accepted. The bidder guide can be found on the Transnet Portal <a href="https://transnetetenders.azurewebsites.net">transnetetenders.azurewebsites.net</a></li> </ul>							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	Mohale Rapetswa			CONTACT PERSON	Mohale Rapetswa		
TELEPHONE NUMBER	011 584 0944			TELEPHONE NUMBER	011 584 0944		
FACSIMILE NUMBER	n/a			FACSIMILE NUMBER	n/a		
E-MAIL ADDRESS	Mohale.rapetswa@transnet.net			E-MAIL ADDRESS	Mohale.rapetswa@transnet.net		
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA		

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]</b>			
<b>1</b> ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	<b>2</b> ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER QUESTIONNAIRE BELOW ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.</b></p>			

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. TAX COMPLIANCE REQUIREMENTS</b>
<p>1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

DATE: \_\_\_\_\_

## SECTION 2: NOTICE TO BIDDERS

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### 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 Formal Briefing

A formal briefing session will not be held but should Respondents have specific queries they should email these to the Transnet employee(s) indicated in paragraph 3 [*Communication*] below:

### 3 Communication

**3.1** Specific queries relating to this RFQ before the closing date of the RFQ should be submitted onto the system and to [**mohale.rapetswa@transnet.net**] before **12:00 pm on 09 June 2023**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.

**3.2** It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.

**3.3** Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

**3.4** Respondents may also, at any time after the closing date of the RFQ, communicate with Prudence Nkabinde on any matter relating to its RFQ response:

Telephone 011 584 0821

Email: [prudence.nkabinde@transnet.net](mailto:prudence.nkabinde@transnet.net)

**3.5** All unsuccessful bidders have a right to request Transnet to furnish individual reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

### 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 Employment Equity Act

Respondents must comply with the requirements of the Employment Equity Act 55 of 1998 applicable to it including (but not limited to) Section 53 of the Employment Equity Act.

### 6 Changes to Quotations

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

### 7 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.

### 8 Disclaimers

**8.1** Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of 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;
- 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 / services 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;
- cancel the quotation process;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were notified of their bid being unsuccessful. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price.

## 9 Specification/Scope of Work

**N.B: Please refer to Annexure A**

Isando Workshop: SOW\_As and when contract\_TFR SIS500 Telecontrol\_v1.7

### 1. SCOPE

This document covers the materials, equipment, methods, testing and work required for The repair, refurbishment and replacement of existing TFR SIS500 Telecontrol electronic cards, Battery Chargers and DC-DC Converters.

This scope of works shall form an integral part of the repair contract document and shall be read in conjunction with Portion 3: Additional Specifications included in this document.

The broad Scope of works covered by this document:

- i) Collection of relevant defective signalling Train Authorisation (TAS) components at TFR premises, Inyanda House 1. Contractor to perform all loading and offloading tasks.

**Address: Inyanda House 1  
21 Wellington Rd  
Parktown  
Johannesburg**

- ii) Contractor to perform the following repairs and/or services:
  - Repair or refurbishment of TFR SIS500 Telecontrol equipment.
  - Replacement of TFR SIS500 cards should the items prove to be uneconomical to repair.
- iii) Contractor to return repaired/ serviced TAS equipment to the TFR Inyanda House 1.

### 2. STANDARDS SPECIFICATIONS

#### 2.1. GENERAL STANDARD SPECIFICATIONS, REGULATIONS AND CODES

The latest edition, including all amendments up to date of tender, of the following specifications, publications and codes of practice shall be read in conjunction with this specification and shall be deemed to form part thereof:

- BBH3699: TFR specification for repair of signalling equipment based on TFR designs and intellectual property and repair of legacy signalling systems.
- BBH3105 Telecontrol: Central Processing Unit Logic Card – CPU
- BBH3106 Telecontrol O/S: Modem Card – MC
- BBH3107 Telecontrol O/S: Digital Input Logic Card – DI
- BBH3108 Telecontrol O/S: Logic and Modem Control Unit – LMCU
- BBH3109 Telecontrol O/S: Universal Outstation Line Transformer Unit
- BBH3110 Telecontrol O/S: Equipped Board Universal Maxdem Counter Card
- BBH3111 Telecontrol: Line Transformer Card – Equipped & Empty PCB
- BBH3112 Telecontrol O/S: SIS500 Build Up Motherboard
- BBH3118 Telecontrol Digital Output Rail Card: Latch/Dummy
- BBH3119 Telecontrol: Analogue Input Rail Card: Equipped & Empty Card
- BBH3120 Telecontrol: Digital Output Logic Card: (D.O Card) – Equipped & Empty PCB
- BBH3127 Telecontrol O/S: Power Supply Heat Sink

**Isando Workshop: SOW\_As and when contract\_TFR SIS500 Telecontrol\_v1.7****2.2. OCCUPATIONAL HEALTH AND SAFETY ACT OF 1993**

All regulations and statutory requirements as laid down in the latest edition of the Occupational Health and Safety Act, 1993 (Act no 85 of 1993) shall be adhered to.

**2.3. MANUFACTURERS' SPECIFICATIONS, CODES OF PRACTICE AND INSTALLATION INSTRUCTIONS**

All equipment and materials shall be installed, serviced and repaired strictly in accordance with the manufacturers' specifications, instructions and codes of practice.

**2.4. PROOF OF COMPLIANCE WITH LAWS**

The contractor will be expected to provide a valid letter of good standing with the Workmen's Compensation Commissioner.

**3. AS BUILT INFORMATION**

The Contractor shall at the start of the contract be given all available specifications pertaining to the TFR SIS500 Telecontrol equipment's. This will be accompanied by a technical evaluation criteria for each specification.

All as-build drawings deemed relevant to allow a contractor to bid will be provided. During the tendering process, additional information that may be required can be requested through the Supply Chain Services (SCS) buyer.

Any documents / designs / software files issued to a contractor may require the signing of a non-disclosure agreement.

**4. ANNEXTURE DOCUMENTATION**

The contractor shall fully complete the TFR SCS returnable documents. All mandatory documents and annexure tables within the TFR SCS procurement documents must be fully completed. This will include the following from a technical evaluation point of view:

- Completion of technical evaluation criteria for TFR specification BBH3699: "Repair of signalling equipment based on TFR designs and intellectual property and repair of legacy signalling systems.
- Completion of technical evaluation criteria for all TFR SIS500 specifications (BBH3105, BBH3106, BBH3107, BBH3108, BBH3109, BBH3110, BBH3111, BBH3112, BBH3118, BBH3119, BBH3120, BBH3127)
- Pricing schedule for repair and refurbishment of Telecontrol components.
- Pricing schedule for replacement of Telecontrol components (as and when required during both repair and refurbishment process, used when a card is proven to be uneconomical to repair).

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**5. EXECUTION OF REPAIR WORK****5.1. GENERAL**

At the start of the repair contract all the systems, installations and equipment shall be repaired as specified in the specifications. This repair work shall include but not be limited to the details specified in the relevant specification.

All repair work shall be executed using approved materials and equipment suitable to the systems and/or facilities they serve

All materials and equipment shall comply fully with the requirements as specified for each facility.

The said repair work shall be executed in accordance with the relevant codes of practice, standards, regulations, manufacturer's specifications and all additional and particular specifications included in this document.

All repair work shall be executed within the periods as stated in the under Section 6 (Tendering).

All repaired materials and systems must have a written guarantee with a defect liability period of six (6) months from date of completion of repair work and delivery back to Inyanda House 1. These guarantees will be rectified between TFR Rail Network Technical, Technology Management, the department of Telecontrol and the suppliers.

On completion of the required and specified repair work, the systems installations and equipment shall be commissioned and handed over to the satisfaction of the department's representative.

Repair work items for the existing telecontrol cards, power supplies and battery chargers shall be detailed in the particular specification and will include the following:

- All repair work to be done according to the original material manufacturer's specifications.
- All cards must be cleaned by soft brush.
- When unsoldering components all solder must be removed before the new component is soldered on.
- After soldering all flux must be removed and soldering inspected for possible or potential dry joints.
- Care must be taken to ensure that transistor legs or any other open wires do not touch and cause short circuits.
- All cards tested shall comply with the original material manufacturer's specifications.

**5.2. MATERIALS**

Material specifications shall be strictly adhered to.

- Components to be replaced shall be the original only. Where replacements (equivalents) are to be used it must be approved by TFR in writing.



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- The successful contractor shall have the necessary qualifications and knowledge to repair the material as approved by TFR Technology Management.
- The successful contractor shall have the necessary test facilities to test and repair the material as approved by TFR Technology Management. An accredited member of the South African National Accreditation System shall calibrate instrumentation and certificates shall be presented to TFR on an annual basis.
- TFR reserves the right to be present during the service and repair of telecontrol material and the testing thereof.
- TFR reserves the right to cancel the contract at any time during the two-year period in the case of the contractor not performing according to the conditions as set out in this document.

#### 5.3. CONSTRUCTION

The contractor shall construct the test rig required to test and repair the material as approved by TFR Technology Management.

#### 5.4. QUALITY PLANS, CONTROLS AND ASSURANCE STANDARDS

##### 5.4.1. Testing of serviced and repaired Telecontrol material

- Upon completion of service and repair work, the material must be tested for conformance with the original material manufacturer's specification.
- These tests shall be carried out at the contractor's premises.
- Test and repair procedures used by the contractor must be approved by TFR in writing
- TFR reserves the right to perform audits at the contractor's premises. TFR shall also be allowed to perform quality assurance checks on repaired equipment at the contractor's premises.

##### 5.4.2. Packaging

Telecontrol material shall be bubble wrapped and packed in such a manner that it shall not be damaged during handling and transportation. TFR must approve material and method.

All delivered equipment must also be clearly labelled (indicating the component details, depot of origin, serial number).

##### 5.4.3. Quality Assurance

TFR requires that the contractor have an approved quality assurance procedure in place. TFR requires that the repaired material will not have a failure rate of more than 2 % per batch.

## 6. TENDERING

Tenderers are requested to submit a breakdown of prices of the various items for repair, refurbishment and/or replacement as specified in the pricing schedule.

For tendering and adjudication purposes the evaluation of the tender shall, inter alia, be based on the breakdown of prices as per the Bill of Quantities (BoQ) for a period of two years.

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Tenderers may tender for the full range of telecontrol material and/or per item and /or per category depending on their knowledge and expertise. Preference is for bidders to be able to perform all required repairs.

TFR reserves the right to conclude one or more contracts as result of this tender and does not bind itself to accept the lowest or any tender. The tenderer shall tender a firm price per item as in the BoQ for a period of two years.

TFR reserves the right to inspect the tenderers facilities prior to awarding the contract to ensure that it is suitable for the type of repair and test work required. TFR must also be satisfied that the tenderer has the capacity to handle the volume of work. Refer to requirements of TFR specification BBH3699.

The tenderer shall then provide a duly completed technical evaluation criteria provide clarity and comment on compliance to the specification. If there is any clause with which the tenderer does not comply or on which he wishes to comment, he/she shall indicate full compliance with the specification excluding certain clauses. TFR reserves the right to exclude bidders who does not comply with mandatory requirements.

**7. DOCUMENTATION AND CONTROL**

The successful contractors shall have a program (Excel spreadsheet) in place to track the movement of material to provide information about items repaired or that are in the process of being repaired. TFR shall supply the spreadsheet format.

Detail information on each item repaired shall be kept for a minimum of three years and shall be as provided by TFR.

Transnet reserves the right to limit the quantity of equipment that may be kept at a contractor's premises. This is usually 2 batches of 40 units each or agreed upon capacity of contractor and TFR.

**8. DELIVERY**

The contractor shall deliver the repaired cards back to Inyanda House 1 within a period of 30 days from the date of collection.

TFR reserves the right to cancel the contract at any time should:

- The contractor fails to deliver part or all of the collected cards due for return within the specified 30-day lead time unless valid and acceptable reasons for delays are provided.
- The repaired and or replaced units' results are not compliant with specifications or the quality assurance process.

**9. PAYMENTS**

- i) Invoices may only be generated and submitted following delivery of repaired equipment back to 138 Eloff Street, 10<sup>th</sup> floor and having the delivery note signed, stamped and dated by an agreed upon TFR representative.
- ii) Invoice must be submitted by the 20<sup>th</sup> monthly.
- iii) Invoice payment terms will be 30 days from month end statement.
- iv) Invoices shall be prepared and submitted as required by the tender.

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## **10. INSURANCE**

The contractor shall have insurance cover for Telecontrol material whilst in their possession for repair. Valid proof of this shall be provided to the project manager within two weeks from date of contract award.

TFR reserves the right to throughout the contract period request validity of this insurance.

**10 Legal review**

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

**11 Security clearance**

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

**12 National Treasury's Central Supplier Database**

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Transnet is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

**For this purpose, the attached SBD 1 Form must be completed and submitted as a mandatory returnable document by the closing date and time of the bid.**

**13 Tax Compliance**

Respondents must be compliant when submitting a proposal to Transnet and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this bid that the tax matters of the successful Respondents be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Respondents tax obligations.

The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

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

**TIP-OFFS ANONYMOUS:**

**Ethics Helpdesk** (Pty) Ltd.  
Ethics Management Systems™

**You can choose to be Anonymous or Non-Anonymous on ANY of the platforms**  
**PLEASE RETAIN YOUR REFERENCE NUMBER**



**AI Voice Bot "Jack"**  
Speak to our AI Voice Chat Bot "JACK". you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.

**What's App**  
Speak to an Agent via What's App.

**Speak to an Agent**  
Speak to an Agent via the platform with no call or data charge

**Telegram**  
Speak to an Agent via Telegram

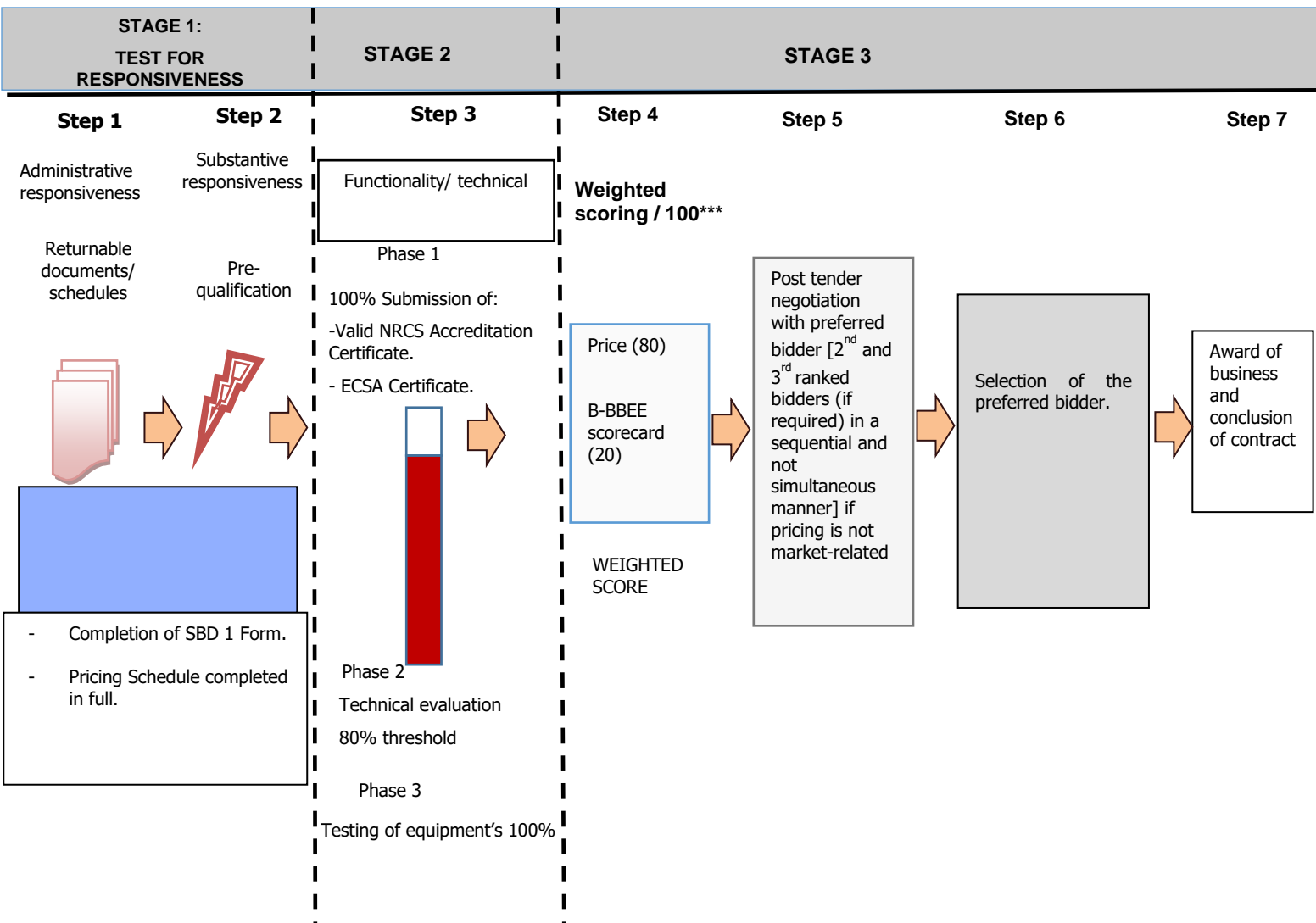
**0800 003 056****086 551 4153****reportit@ethicshelpdesk.com****\*120\*0785980808#**

## SECTION 3

### EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

#### 1 Evaluation Criteria

Transnet will utilise the following methodology and criteria in selecting a preferred Supplier/Service provider:



Respondent's Signature

Date & Company Stamp

**1.1 STEP ONE: Test for Administrative Responsiveness**

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFQ Reference
<ul style="list-style-type: none"> <li>Whether the Bid has been lodged on time</li> </ul>	
<ul style="list-style-type: none"> <li>Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time</li> </ul>	<i>Section 3</i>
<ul style="list-style-type: none"> <li>Verify the validity of all returnable documents</li> </ul>	<i>Section 3</i>
<ul style="list-style-type: none"> <li>Verify if the Bid document has been duly signed by the authorised respondent</li> </ul>	<i>All sections</i>

***The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further pre-qualification***

**1.2 STEP TWO: Test for Substantive Responsiveness to RFQ**

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

Check for substantive responsiveness	RFQ Reference
<ul style="list-style-type: none"> <li>Completion of SBD1 Form (Proof of registration on the National Treasury Central Supplier Database (CSD))</li> </ul>	<i>Section 1</i>
<ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer (Failure to fully complete the pricing schedule will lead to disqualification)</li> </ul>	<i>Section 4 - Quotation Form</i>

***The test for substantive responsiveness [Step Two] must be passed for a Respondent's proposal to progress to Step Three for further evaluation***

**1.3 STEP THREE: Functionality/Technical Evaluation****Phase 1.**

100% submission of the following mandatory documents:

Valid NRCS Certificate

ECSA Certificate

**Phase 2.**

Failure to achieve the 80% threshold will lead to disqualification

Technical Evaluation Criteria (Minimum threshold 80%)	% Weightings
<ul style="list-style-type: none"> <li>Schedule of experience for repair/refurbishing and replacement of Telecontrol Equipment or similar work successfully executed. (e.g. Reference letter, completion letter or delivery note)</li> </ul>	40%
<ul style="list-style-type: none"> <li>Personnel Capabilities: Curriculum Vitae of key personnel</li> </ul>	30%
<ul style="list-style-type: none"> <li>Delivery lead time</li> </ul>	30%
<b>Total Weighting:</b>	<b>100%</b>
<b>Minimum qualifying score required:</b>	80%

**Phase 3.****Equipment testing (threshold 100%)**

Failure to achieve the 100% threshold will lead to disqualification  
The test for Testing of Equipment threshold will include the following:

Availability of facilities and testing equipment	% Weightings
<ul style="list-style-type: none"><li>• Telecontrol cabinet (Test Jig) where the Supplier will be testing faulty/repared cards for functionality</li></ul>	50%
<ul style="list-style-type: none"><li>• Facility where the repairs will be done</li></ul>	50%
<b>Total Weighting:</b>	<b>100%</b>
<b>qualifying score required:</b>	100%



**Evaluation Scoring Matrix****Phase 1.****1. Schedule of experience for repair/refurbishing/replacement of Tele control Equipment or similar work successfully executed. (e.g. Reference letter, completion letter, delivery note):**

Contactable References of similar work done

- 5 = Respondent has provided 5 proofs or more projects done = 40%
- 4 = Respondent has provided 4 proofs of projects done= 32%
- 3 = Respondent has provided 3 proofs of projects done= 24%
- 2 = Respondent has provided 2 proofs of projects done = 16%
- 1 = Respondent has provided 1 proof of project done =8%
- 0 = Respondent has provided 0 proof = 0%

**2. Personnel Capabilities:**

Curriculum Vitae of key personnel and technical engineering qualification

3	3 or more personnel with technical engineering qualification	30%
2	2 personnel with technical engineering qualification	20%
1	1 personnel with technical engineering qualification	10%
0	No submission	0%

**3. Delivery lead time**

5	4 weeks	30%
4	≥ 5 weeks	24%
3	≥6 weeks	18%
2	≥7 weeks	12%
1	≥8 weeks	6%
0	≥9 weeks	0%

**Phase 2.****Equipment testing:**

<ul style="list-style-type: none"> <li>• Telecontrol cabinet (Test Jig) where the Supplier will be testing faulty/repared cards for functionality:</li> </ul> Testing of the equipment if is operational or not.	50%
<ul style="list-style-type: none"> <li>• Facility where the repairs will be done:</li> </ul> Validate the workspace if is available or not.	50%

**1.4 STEP FOUR: Evaluation and Final Weighted Scoring**a) **Price Criteria** [Weighted score 80 points]:

Evaluation Criteria	RFP Reference
<ul style="list-style-type: none"> <li>Commercial offer (Failure to fully complete the pricing schedule will lead to disqualification)</li> </ul>	<i>Section 4</i>

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

$$PS = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

$Ps$  = Score for the Bid under consideration

$Pt$  = Price of Bid under consideration

$Pmin$  = Price of lowest acceptable Bid

b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 20 points]

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
- 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 4 of the B-BBEE Preference Points Claim Form.

**1.5 STEP FIVE: Post Tender Negotiations**

- Respondents are to note that Transnet may not award a contract if the price offered is not market related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
  - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
  - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

**1.6 STEP SIX: Selection of the preferred bidder**

Transnet reserves the right to award the business to the highest scoring bidder.

**1.7 STEP SEVEN: Award of business and conclusion of contract**

- Immediately after approval to award the contract has been received, the successful or preferred bidder(s) will be informed of the acceptance of his/their Quotation by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s).
- Otherwise, a final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

**9 Validity Period**

Transnet requires a validity period of 180 [one hundred and eighty] (01 March 2024) Business Days from the closing date of this RFQ, excluding the first day and including the last day.

Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

**10 Disclosure of contract information****Johannesburg Stock Exchange Debt Listing Requirements**

Transnet may also be required to disclose information relating to the subsequent contract i.e. the name of the company, goods/services provided by the company, the value and duration of the contract, etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.

**Domestic Prominent Influential Persons (DPIP) OR Foreign Prominent Public Officials (FPPO)**

Transnet is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. Transnet shall not conduct or conclude business transactions, with any Respondents without having:

- Considered relevant governance protocols;
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website <https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
<b>Is the Respondent</b> (Complete with a "Yes" or "No")						
<b>A DPIP/FPPO</b>		<b>Closely Related to a DPIP/FPPO</b>		<b>Closely Associated to a DPIP/FPPO</b>		
<b>List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.</b>						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X) <b>Active</b> <b>Non-Active</b>	
1						
2						
3						

Respondents declaring a commercial relationship with a DPIIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIIP or FPPO. This list will include successful Respondents, if applicable.

## 11 Returnable Documents

**Returnable Documents** means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids based on the consequences of non-submission as indicated below:

Mandatory Returnable Documents	<b><i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ <u>will</u> result in a Respondent's disqualification.</i></b>
Returnable Documents Used for Scoring	<b><i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</i></b>
Essential Returnable Documents	<b><i>Failure to provide essential Returnable Documents <u>will</u> result in Transnet affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.</i></b>

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

### a) Mandatory Returnable Documents

Respondents are required to submit with their bid submissions the following **Mandatory Returnable Documents**, and also to confirm submission of these documents by so indicating [Yes or No] in the tables below:

<b>Mandatory Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 1: SBD1 Form (Proof of registration on the National Treasury Central Supplier Database (CSD))	
SECTION 4: Quotation Form (Failure to fully complete the pricing schedule will lead to disqualification)	
Valid NRCS Certificate	
ECSA Certificate	

### b) Returnable Documents Used for Scoring

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **Returnable Documents Used for Scoring** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 7 of this RFQ (Valid B-BBEE certificate or Sworn Affidavit)	
Schedule of experience for repair/refurbishing/replacement of Tele control Equipment or similar work successfully executed. (e.g. Reference letter, completion letter, delivery note)	
Personnel Capabilities	
Delivery lead time	

Equipment testing	Available for Site inspection [Yes or No]
<ul style="list-style-type: none"> <li>Telecontrol cabinet (Test Jig) where the Supplier will be testing faulty/repaired cards for functionality:</li> </ul>	
Testing of the equipment if is operational or not.	
<ul style="list-style-type: none"> <li>Facility where the repairs will be done:</li> </ul>	
Validate the workspace if is available or not.	

**c) Essential Returnable Documents:**

Over and the above the requirements of section (a) and (b) mentioned above, Respondents are further required to submit with their Proposals the following **Essential Returnable Documents** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 3: Evaluation Methodology, Criteria and Returnable Documents	
SECTION 5: Certificate of Acquaintance with RFQ Documents	
SECTION 6: RFQ Declaration and Breach of Law Form	
SECTION 7: B-BBEE Preference Claim Form	
SECTION 8: Protection of Personal Information	

**12 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 valid proof of B-BBEE status, 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 immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

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Respondent's Signature

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Date & Company Stamp

**SECTION 4****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 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.

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

**Price Schedule****Pricing schedule for repair and refurbishment of Telecontrol components.**

I/We quote as follows for the refurbishment of interlocking unit services requested, on an "as and when" basis:

Item No	Item description	Service description	Component lead time	UNIT PRICE, YEAR 1:	UNIT PRICE, YEAR 2:	Total Price (Year 1 + Year 2) (ZAR):
1	LMCU Card	Replacement component				
2	Modem Analogue Card	Replacement component				
3	Analogue Input Logic Card	Replacement component				
4	Digital Communication Interface Card	Replacement component				
5	Power Supply Card	Replacement component				
6	Digital Output Card	Replacement component				
7	Digital Input Card	Replacement component				
8	Battery Charger	Replacement component				
9	DC to DC Converter	Replacement component				
<b>Total Unit Price (YEAR 1 &amp; 2) (ZAR, exclusive of VAT)</b>						
<b>VAT</b>						
<b>Total Unit Price (YEAR 1 &amp; 2) (ZAR, inclusive of VAT)</b>						

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 Respondent's Signature

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 Date & Company Stamp



**Pricing schedule for refurbishment, testing, certification of Telecontrol components.**

I/We quote as follows for the refurbishment, testing and certification of Telecontrol Cards services requested, on an "as and when" basis:

Item No	Item description	Service description	Estimate annual quantity	Handling/classification (ZAR, exclusive of VAT) Year 1	Refurbish, test, certify (ZAR, exclusive of VAT) Year 1	Handling/classification (ZAR, exclusive of VAT) Year 2	Refurbish, test, certify (ZAR, exclusive of VAT) Year 2	Total Price (Year 1 + Year 2) (ZAR):
1	LMCU (LIF) Card	Refurbish, Testing, Certification	30					
2	LMCU Card	Refurbish, Testing, Certification	60					
3	Modem Analogue Card	Refurbish, Testing, Certification	20					
4	Analogue Input Logic Card	Refurbish, Testing, Certification	20					
5	Digital Communication Interface Card	Refurbish, Testing, Certification	50					
6	Power Supply Card	Refurbish, Testing, Certification	70					
7	Digital Output Card	Refurbish, Testing, Certification	40					
8	Digital Input Card	Refurbish, Testing, Certification	40					
9	Battery Charger	Refurbish, Testing, Certification	20					
<b>Total Unit Price (YEAR 1 &amp; 2) (ZAR, exclusive of VAT)</b>								
<b>VAT</b>								
<b>Total Unit Price (YEAR 1 &amp; 2) (ZAR, inclusive of VAT)</b>								

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 Respondent's Signature

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 Date & Company Stamp

**Pricing schedule for clean, repair, testing, certification of Telecontrol components.**

I/We quote as follows for the clean, repair testing and certification of Telecontrol services requested, on an "as and when" basis:

Item No	Item description	Service description	Estimate annual quantity	Collection & handling fee (ZAR, exclusive of VAT) Year 1	Clean, repair, testing, certification (ZAR, exclusive of VAT) Year 1	Collection & handling fee (ZAR, exclusive of VAT) Year 2	Clean, repair, testing, certification (ZAR, exclusive of VAT) Year 2	Total Price (ZAR, exclusive of VAT) Year 1 +Year 2
1	LMCU (LIF) Card	Clean, Repair, Testing, Certification	400					
2	LMCU Card	Clean, Repair, Testing, Certification	400					
3	Modem Analogue Card	Clean, Repair, Testing, Certification	280					
4	Analogue Input Logic Card	Clean, Repair, Testing, Certification	50					
5	Digital Communication Interface Card	Clean, Repair, Testing, Certification	500					
6	Power Supply Card	Clean, Repair, Testing, Certification	400					
7	Digital Output Card	Clean, Repair, Testing, Certification	400					
8	Digital Input Card	Clean, Repair, Testing, Certification	400					
9	Battery Charger	Clean, Repair, Testing, Certification	120					
					<b>Total Unit Price (YEAR 1 &amp; 2) (ZAR, exclusive of VAT)</b>			
					<b>VAT</b>			
					<b>Total Unit Price (YEAR 1 &amp; 2) (ZAR, inclusive of VAT)</b>			

Respondent's Signature

Date & Company Stamp

*Respondents are to note that Transnet will round off final pricing scores to the nearest 2 (two) decimal places.*

**Notes to Pricing:**

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-
- (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFQ;
  - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFQ;
  - (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFQ.

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFQ.

- b) All Prices must be quoted in South African Rand, inclusive of VAT
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) 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.
- e) 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.

## SECTION 5

### CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

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

1. Transnet's General Bid Conditions
2. Standard RFQ Terms and Conditions for the supply of Goods or Services to Transnet
3. Transnet's Supplier Integrity Pact
4. Non-disclosure Agreement

**Note:** Should a Respondent be successful and awarded the bid, they will be required to complete a Supplier Declaration Form for registration as a vendor onto the Transnet vendor master database.

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFQ unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from the Standard terms or conditions could result in disqualification.

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

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

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: \_\_\_\_\_

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

## SECTION 6

### 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 all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and have 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 have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity Pact which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
6. 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;
7. 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 Transnet including any person who may be involved in the evaluation and/or adjudication of this Bid;
8. 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;
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFQ; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

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

ADDRESS:

Indicate nature of relationship with Transnet:

***[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]. Information provided in the declarations may be used by Transnet and/or its affiliates to verify the correctness of the information provided.***

11. 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.

#### **BIDDER'S DISCLOSURE (SBD4)**

#### **12 PURPOSE OF THE FORM**

12.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

12.2 Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

#### **13 Bidder's declaration**

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

13.1.1. If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.


13.2 Do you, or any person connected with the bidder, have a relationship with  
any person who is employed by the procuring institution?

**YES/NO**

13.2.1. If so, furnish particulars:

.....  
.....

13.3 Does the bidder or any of its directors / trustees / shareholders / members /  
partners or any person having a controlling interest in the enterprise have any  
interest in any other related enterprise whether or not they are bidding for this  
contract?

**YES/NO**

13.3.1. If so, furnish particulars:

.....  
.....

#### **14 DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying  
bid, do hereby make the following statements that I certify to be true and complete in every respect:

14.1 I have read and I understand the contents of this disclosure;

14.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true  
and complete in every respect;

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation,  
communication, agreement or arrangement with any competitor. However, communication between  
partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

14.4 In addition, there have been no consultations, communications, agreements or arrangements with  
any competitor regarding the quality, quantity, specifications, prices, including methods, factors or  
formulas used to calculate prices, market allocation, the intention or decision to submit or not to  
submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of  
the products or services to which this bid invitation relates.

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital,  
efforts, skill and knowledge in an activity for the execution of a contract.

14.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

14.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 12, 13 and 14 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

#### **BREACH OF LAW**

12. 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 _____

\_\_\_\_\_  
Respondent's Signature\_\_\_\_\_  
Date & Company Stamp

## SECTION 7

### B-BBEE PREFERENCE POINTS CLAIM FORM

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

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser 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 the purchaser.

#### 2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level 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;

- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"** means:
- 1) B-BBEE status level certificate issued by an unauthorised body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise in terms of a Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (k) **"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.

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

#### 80/20

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$	=	Points scored for comparative price of bid under consideration
$P_t$	=	Comparative price of bid under consideration
$P_{\min}$	=	Comparative price of lowest acceptable bid

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

- 4.1 In terms of Transnet SCM Policy on preferential procurement and Procurement Manuals, preference points must 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
EME <sup>3</sup>	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.5 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 sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

4.6 A person awarded a contract may not sub-contract more than 25% 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 sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## 5. BID DECLARATION

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

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 6.1

6.1 B-BBEE Status Level of Contribution: . = .....(maximum of 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

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- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with any of the enterprises below:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME √</b>	<b>QSE √</b>
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

**8.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraphs 4.1 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in

paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 4.1 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser 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) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
  - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (f) forward the matter for criminal prosecution.

#### WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

## SECTION 8

### PROTECTION OF PERSONAL INFORMATION

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.(“POPIA”):  
  
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:  
  
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFQ, the Responsible party is “Transnet” and the Data subject is the “Respondent”. Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFQ and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFQ, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFQ (physically, through a computer or any other form of electronic communication).

9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFQ, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFQ and further confirming that they are aware of their rights in terms of Section 5 of POPIA

**Respondents are required to provide consent below:**

<b>YES</b>		<b>NO</b>	
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12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFQ is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: \_\_\_\_\_

Should a Respondent have any complaints or objections to processing of its personal information, by Transnet, the Respondent can submit a complaint to the Information Regulator on <https://www.justice.gov.za/inforeg/>, click on contact us, click on complaints.IR@justice.gov.za.