

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: TFR/2024/03/0005/59390/RFQ [KBC/44704]

FOR THE PROVISION OF: **Repair & Service of hydraulic maintenance equipment on an as & when required basis for a period of 12 months**

ISSUE DATE: **14 March 2024**

CLOSING DATE: **26 March 2024**

CLOSING TIME: **10:00 AM**

VALIDITY DATE: **30 July 2024 (90 Business Days)**

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.

For any technical queries please contact;

Project Manager: Msizi Khumalo

Tel: 060 595 2564

E-mail: Msizi.khumalo@transnet.net

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

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TFR, A DIVISION TRANSNET SOC LTD | | | | | | | |
|--|---|-------------|------------|---|----------------------------|---|----------|
| BID NUMBER: | KBY/44704 | ISSUE DATE: | 14.03.2024 | CLOSING DATE: | 26.03.2024 | CLOSING TIME: | 10:00 AM |
| DESCRIPTION | Repair & Service of hydraulic maintenance equipment on an as & when required basis for a period of 12 months | | | | | | |
| BID RESPONSE DOCUMENTS SUBMISSION | | | | | | | |
| 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. | | | | | | | |
| RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED. | | | | | | | |
| The Transnet e-Tender Submission Portal can be accessed as follows: | | | | | | | |
| <ul style="list-style-type: none"> ▪ Log on to the Transnet eTenders management platform website/Portal (transnetetenders.azurewebsites.net) (please use Google Chrome to access Transnet link/site free of charge); ▪ Click on "ADVERTISED TENDERS" to view advertised tenders; ▪ Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information); ▪ Click on "SIGN IN/REGISTER" - to sign in if already registered; ▪ Toggle (click to switch) the "Log an Intent" button to submit a bid; ▪ Submit bid documents by uploading them into the system against each tender selected. ▪ No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net | | | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | | |
| CONTACT PERSON | Liesel Weir | | | CONTACT PERSON | Msizi khumalo | | |
| TELEPHONE NUMBER | 053 838-3202 | | | TELEPHONE NUMBER | 060 595 2564 | | |
| FACSIMILE NUMBER | N/A | | | FACSIMILE NUMBER | N/A | | |
| E-MAIL ADDRESS | Liesel.weir@transnet.net | | | E-MAIL ADDRESS | Msizi.khumalo@transnet.net | | |
| SUPPLIER INFORMATION | | | | | | | |
| 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 | |

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]

| | | | |
|---|--|---|--|
| <p>1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p> <p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p> | | <p>2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p> <p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER QUESTIONNAIRE BELOW]</p> | |
|---|--|---|--|

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

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.

**PART B
TERMS AND CONDITIONS FOR BIDDING**

| |
|--|
| 1. TAX COMPLIANCE REQUIREMENTS |
| <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

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 [**Liezel.weir@transnet.net**] before **12:00 pm on 19 March 2024**. 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 Liezel Weir on any matter relating to its RFQ response:

Telephone 053 838-3119

Email: Leonie.visagie@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.
- Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.

9 Specification/Scope of Work

9.1 **Background**

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

9.2 **Definitions**

"As And When Contract"

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

"Contract Manager"

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

"Distribution Centre"

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

"Site" or "On-Site"

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

"Machine owner"

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

9.3 **Scope**

This document covers Transnet Freight Rail's requirements for the repair and service of hydraulic track maintenance tools on an **"as and when"** contract basis. The contractor will be required to render services for a period of 12 months.

9.4 **Tendering**

- Tenderers are requested to submit a schedule of compliance, and a breakdown of fixed prices of the various items as requested in the RFQ.
- For tendering and adjudication purposes the evaluation of the tender shall, *inter alia*, be based on the breakdown of prices as per the attached appendix for a period of 12 months.
- Transnet Freight Rail shall not disclose the successful tenderers tender price or any other tendered prices, as this is regarded as confidential information.
- Transnet Freight Rail reserves the right to inspect the tenderer's facilities prior to awarding the contract to ensure that it is suitable for the type of repair required.

- Tenderer shall indicate which indices (labour and/or material) will be applicable to his quotation and the base values applicable to quotations for repair work after awarding on contract(s).
- Tenderers shall take cognisance of the minimum scope of repair work required as indicated in the RFQ.

9.5 **Repair process for hydraulic tools and equipment**

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

9.6 **Fault Reporting**

- The Contractor shall conduct an inspection to determine the root cause of failure of the tool where-after he shall submit a fault report on the findings and the extent of the damage sustained by the tool with his recommendations for preventative measures for future. This shall not be in a form of a quotation but shall be a document accompanying the quotation. The quotation shall only indicate the cost of repair of the tool. The report referred to shall be submitted for all defects regarded as critical (e.g. motor failure) for the particular tool.
- The fault report, including the schedule of the repair work, costs and repair program specified, should be submitted to Transnet Freight Rail within three working days from the time that notification is given to the Contractor of the failure of the hydraulic tool.
- The Contractor must, with his fault report submit an official quotation, inclusive of all costs and repair time, upon which an official works order, will be created. Repair time shall be limited to **1 week** after authority to carry repairs on the machine has been granted.
- At no point shall the contractor deal directly with any of Transnet Freight Rail's track maintenance depot except the appointed Contract Manager based at a dedicated distribution centre.
- The Contractor shall indicate on the quotation/separate document the type of work to be carried out on the equipment to justify the labour rates charged.
- The Contractor's fault report shall include his recommendation as to whether it is feasible to repair the hydraulic tool or to scrap it. Should the Contractor recommend scrapping then the equipment should forthwith be delivered back to the Distribution Centre for further handling.
- For any additional work that is discovered during the repair process the Contractor must submit a further damage report and quote for the additional work. Only after an inspection by Transnet Freight Rail, shall further action be authorised in writing by Transnet Freight Rail and the revised planning date will be approved.
- The successful tenderer shall submit on a monthly basis an electronic copy of repair reports indicating the repair work that has been carried out during that month. The report shall indicate amongst others the date of quotation, date of authorization, date machine returned to Contract Manager and invoice amount. This report shall be sent to the Contract Manager on the 20th of every month for the duration of the contract.

9.7 **Service Conditions and Quality**

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

9.8 **Hydraulic Oil**

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

9.9 **Performance Tests on Repaired Tools**

- Upon completion of the repair and/or service of the hydraulic tools and equipment they shall be tested in accordance with the routine tests specified by the manufacturer and must withstand those tests. A test report printout shall be submitted with the test certificates after every repair on power units.
- These tests shall be carried out at the Contractors premises. If the Contractor does not have the facilities to carry out the required tests, he shall arrange to have the tests conducted elsewhere. The cost for the tests shall be included in the official quotation.
- The Contractor shall submit test certificated of the test results to the Transnet Freight Rail Contract Manager.
- All the safety critical components of each machine shall be declared safe before the machine can be sent back to the Contract Manager.
- The test certificates indicating all the pressure ratings the machine was exposed to, to declare safe operation shall be submitted. All the hydraulic systems (e.g. hydraulic power units) are to be tested to the requirements of HTMA performance tests and where nonconformity has been identified, machines shall be corrected to conform with the requirements of the HTMA prior delivery to the distribution centre.
- All the hydraulic systems used to test the repaired equipment/tools shall conform to the HTMA specifications.
- All the gauges used in testing the equipment shall be calibrated and certified by a SANAS approved calibration centre. Calibration certificates shall be furnished to Transnet on request.
- Tenderers are required to submit detailed testing procedures to be followed when conducting tests on repaired equipment at stage of tendering. Each machine tendered for shall have a test procedure.

9.10 **Inspections**

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

9.11 Corrosion Prevention and Paint Finish

- All external painted surfaces shall be finished with an acceptable outer coat colour to match the existing finish if required.
- All unpainted surfaces such as aluminium, hardened steel, plastic and chrome shall be inspected for cracks and damage, other than fair normal wear and tear.
- The Transnet asset number originally engraved on the machine shall be engraved correctly as is after the machine has been painted.
- No data plates shall be painted.

9.12 Packing

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

9.13 Guarantee and Delivery Schedule

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

9.14 Legal and Operational

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

Annexure A

DECLARATION OF TECHNICAL COMPETENCE AND CAPACITY

Please indicate the tools for which your business concern is technically competent and possesses the capacity to repair and service.

| Description | Technical competent to service and repair (Yes or No) |
|---------------------------------|--|
| Hydraulic Power Pack | |
| Hydraulic Rail Disc Cutter | |
| Hydraulic 1" Impact Wrench | |
| Hydraulic Power Unit | |
| Track Jacks | |
| Hydraulic Tie Tampers | |
| Hydraulic Rail Drill | |
| Hydraulic Rail Angle Grinder | |
| Hydraulic Rail Crossing Grinder | |
| Hydraulic Rail profile Grinder | |

Indicate the warranty / guarantee period offered after repair of the equipment: Months

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/>.

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

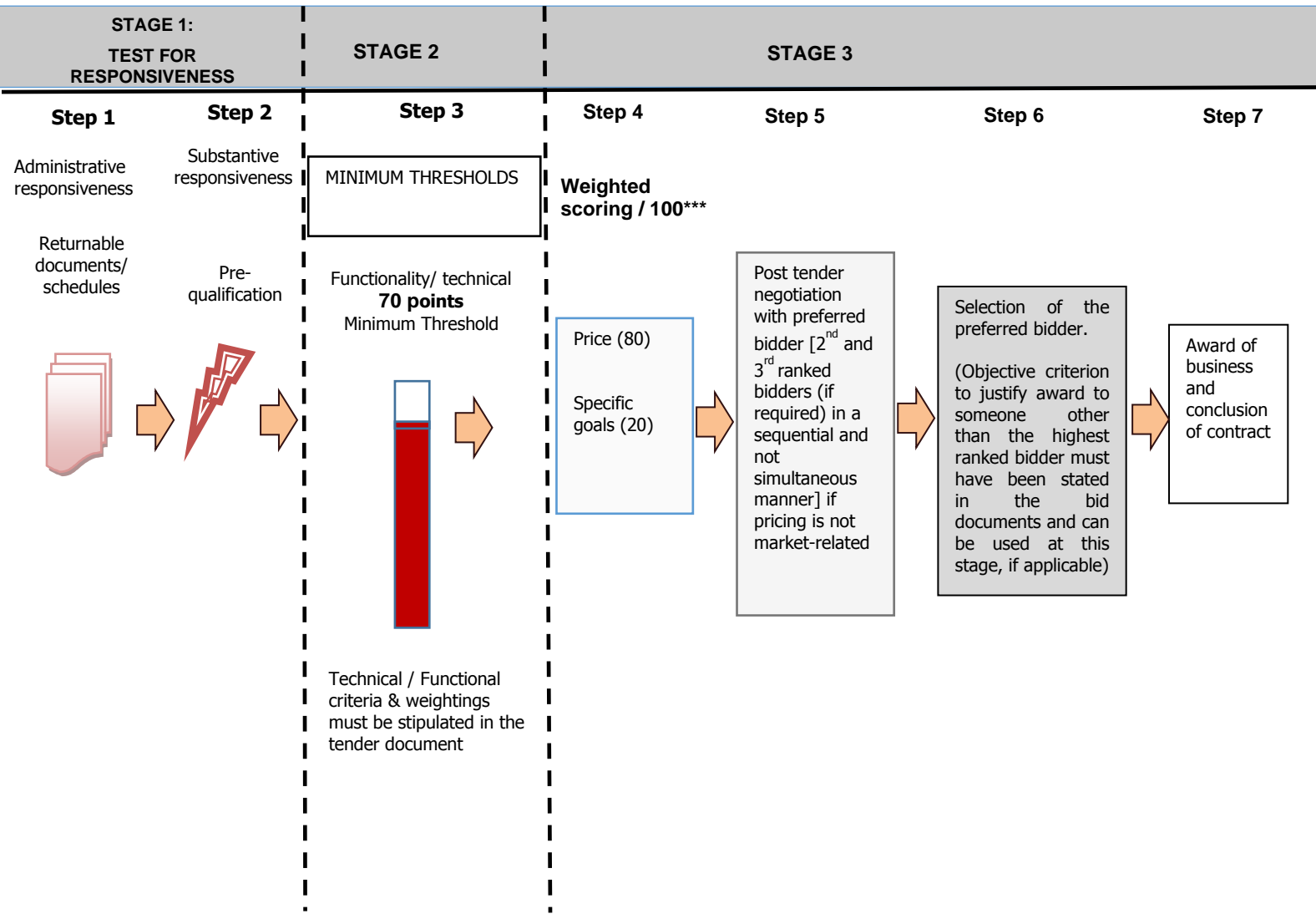


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SECTION 3 EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

10 Evaluation Criteria

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



1.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

| Administrative responsiveness check | RFQ Reference |
|---|---------------------|
| • Whether the Bid has been lodged on time | |
| • Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time | <i>Section 3</i> |
| • Verify the validity of all returnable documents | <i>Section 3</i> |
| • Verify if the Bid document has been duly signed by the authorised respondent | <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"> Whether any general and legislation qualification criteria set by Transnet, have been met | <i>All sections</i> |
| <ul style="list-style-type: none"> Whether the Bid contains a priced offer | <i>Section 4 - Quotation Form</i> |
| <ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given | <i>All Sections</i> |
| <ul style="list-style-type: none"> Proof of registration on the National Treasury Central Supplier Database (CSD) | <i>Section 2, paragraph 13</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: Minimum Threshold 70 points for Technical Criteria

The test for the Technical and Functional threshold will include the following:

| Technical Evaluation Criteria | Points Weightings | Scoring guideline |
|---|-------------------|--|
| Previous Experience (Company names & contact details of existing or previous customers to be provided as proof) | 40 | 0 = No Experience in this field of work / No proof provided 1 = Proof of 1 to 2 references to validate experience in similar projects completed 2 = Proof of 3 references to validate experience in similar projects completed 4 = Proof of 4 references to validate experience in similar Projects completed 5 = Proof of 5 references to validate experience in similar Projects completed |
| Delivery / Repair Period | 30 | 5 = 1 Month Delivery / Repair Period Offered 4 = 2 Months Delivery / Repair Period Offered 3 = 3 Months Delivery / Repair Period Offered 2 = 4 Months Delivery / Repair Period Offered 1 = 5 Months and more Delivery / Repair Period Offered 0 = No Delivery / Repair Period Offered |
| Warranty / Guarantee Period Offered | 30 | 4 = 10 - 12 Months Warranty / Guarantee Period Offered 3 = 7 - 9 Months Warranty / Guarantee Period Offered 2 = 4 - 6 Months Warranty / Guarantee Period Offered 1 = 1 - 3 Months Warranty / Guarantee Period Offered 0 = No Warranty / Guarantee Period Offered |
| Total Weighting: | 100 | |
| Minimum qualifying score required: | 70 | |

Respondents are to note that Transnet will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

The minimum threshold for technical/functionality [Step Three] must be met or exceeded for a Respondent's Proposal to progress to Step Four for final evaluation

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"> • Commercial offer | <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) **Specific Goals** [Weighted score 20 point]

- Specific goals claim form
- Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in **Section 7**, paragraph 3.2 of the specific goals Claim Form.

1.5 STEP FIVE: Post Tender Negotiations (if applicable)

- 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: Objective Criteria (if applicable)

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder. The objective criteria Transnet may apply in this bid process include:

- Skills Transfer and Capacity Building for Transnet;

- Impact on Transnet's Return on Investment;
- Rotation of Suppliers to promote opportunities for other suppliers, by overlooking a supplier that has been awarded business repeatedly overtime in order to benefit other suppliers in the market;
- the tenderer:
 - is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
 - can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
 - has the legal capacity to enter into the contract
 - is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
 - complies with the legal requirements, if any, stated in the tender data and
 - is able, in the option of the employer to perform the contract free of conflicts of interest.
- all Risks identified during a risk assessment exercise/probity check (which may be conducted by an authorised third party) that would be done to assess all risks, including but not limited to:
 - the financial stability of the bidder based on key ratio analysis, which would include, but not be limited to Efficiency, Profitability, Financial Risk, Liquidity, Acid Test, and Solvency;
 - a due diligence to assess functional capability and capacity. This could include a site visit;
 - A commercial relationship with a Domestic Prominent Influential Person (DP/IP) or Foreign Prominent Public Official (FPPO) or an entity of which such person or official is the beneficial owner; and
 - Reputational and Brand risks

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.

11 Validity Period

Transnet requires a validity period of 90 [Ninety] 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.

12 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. | | | | | | |
|--|---------------------------|--|----------------|--|--|------------|
| Is the Respondent (Complete with a "Yes" or "No") | | | | | | |
| A DPIP/FPPO | | Closely Related to a DPIP/FPPO | | Closely Associated to a DPIP/FPPO | | |
| List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement. | | | | | | |
| 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) | |
| | | | | | Active | Non-Active |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |

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

13 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 | <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> |
| Returnable Documents Used for Scoring | <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> |
| Essential Returnable Documents | <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> |

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:

| Mandatory Returnable Documents | Submitted [Yes or No] |
|--|--------------------------|
| SECTION 4: QUOTATION FORM WITH ALL ITEMS PRICED | |

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] |
|--|--------------------------|
| Respondent’s valid proof of evidence to claim points for compliance with Specific Goals’ requirements as stipulated in Section 7 of this RFP (List all specific goals returnable document) <ul style="list-style-type: none"> • B-BBEE Level 1 & 2 - B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline • 30% Black Women Owned Entities- B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline | |

| | |
|--|--|
| <ul style="list-style-type: none"> >50% Black Youth Owned Entities - Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline | |
| Previous Experience | |
| Delivery / Repair Period | |
| Warranty / Guarantee Period Offered | |

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/PIN for each party] | |
| SECTION 1: SBD1 Form | |
| 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: Specific Goals Claim Form | |
| SECTION 8: Protection of Personal Information | |
| CSD Registration report (Proof attached) | |
| Supplier Declaration Form | |

14 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.

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

I/We quote as follows for the goods/services required, on a "delivered nominated destination" basis, including VAT:

| Item No | Description of Item | Unit | Est. Qty. | Rate delivered price per unit (Excl. VAT) |
|----------------|--|-------------|------------------|--|
| 1 | Hydraulic Track Jacks | | | |
| 1.1 | Inspection of jack for leaks, defective controls and wear and damages. | Ea | 65 | |
| 1.2 | Disassemble unit for internal inspection | Ea | 65 | |
| 1.3 | Draining & changing of hydraulic fluid | Ea | 65 | |
| 1.4 | Test of Jack | Ea | 65 | |
| 1.5 | Polish and Hone jack cylinder | Ea | 65 | |
| 1.6 | Fitting of seal kit | Ea | 65 | |
| 1.7 | Fitting of new control mechanism | Ea | 65 | |
| 1.8 | Test and verification of jack | Ea | 65 | |
| 1.9 | Painting of Equipment if required | Ea | 65 | |
| 1.10 | Labour Cost per hour | Sum | 1 | |
| | RATE SUB TOTAL PRICE, exclusive of VAT (1): | | | |

| Item No | Description of Item | Unit | Est. Qty. | Rate delivered price per unit (Excl. VAT) |
|----------------|--|-------------|------------------|--|
| 2 | Hydraulic Tie Tampers | | | |
| 2.1 | Inspection of tie tamper for leaks, defective mechanisms and any form of abuse & damages | Ea | 50 | |
| 2.2 | Check tightness of fasteners and missing parts | Ea | 50 | |
| 2.3 | Check Hexagon bush in nose casting for wear and damage | Ea | 50 | |
| 2.4 | Lubricate Vibro-damped handles | Ea | 50 | |
| 2.5 | Recharge Nitrogen accumulator | Ea | 50 | |
| 2.6 | Overhauling of tie tamper vibrating mechanism | Ea | 50 | |
| 2.7 | Replacement of nose casting | Ea | 50 | |
| 2.8 | Testing and certification of tie tamper | Ea | 50 | |
| 2.9 | Painting of equipment if required | Ea | 50 | |
| 2.10 | Labour cost per hour | Sum | 1 | |
| | SUB TOTAL PRICE, exclusive of VAT (2): | | | |

 Respondent's Signature

 Date & Company Stamp

| Item No | Description of Item | Unit | Est. Qty. | Rate delivered price per unit (Excl. VAT) |
|---|---|------|-----------|---|
| 3 | Hydraulic Rail Saw | | | |
| 3.1 | Inspection of machine for leaks, defective mechanisms and any form of abuse | Ea | 45 | |
| 3.2 | Check tightness of fasteners | Ea | 45 | |
| 3.3 | Check Rail Clamp mechanism for wear and cracks | Ea | 45 | |
| 3.4 | Check controls/triggers and safety mechanism for wear and adjust if required | Ea | 45 | |
| 3.5 | Overhaul of hydraulic motor and reseal when necessary (note only OEM seals shall be used) | Ea | 45 | |
| 3.6 | Overhauling of drive mechanism | Ea | 45 | |
| 3.7 | Check accuracy and square alignment for cutting the rail | Ea | 45 | |
| 3.8 | Testing and certification of machine | Ea | 45 | |
| 3.9 | Painting of equipment if required | Ea | 45 | |
| 3.10 | Labour cost per hour | Sum | 1 | |
| SUB TOTAL PRICE, exclusive of VAT (3): | | | | |

| Item No | Description of Item | Unit | Est. Qty. | Rate delivered price per unit (Excl. VAT) |
|---|---|------|-----------|---|
| 4 | Hydraulic Rail Drills | | | |
| 4.1 | Inspection of machine for leaks, defective mechanisms and any form of abuse | Ea | 10 | |
| 4.2 | Check tightness of fasteners | Ea | 10 | |
| 4.3 | Check Rail Clamp mechanism for wear and cracks | Ea | 10 | |
| 4.4 | Check controls for wear and adjust if required | Ea | 10 | |
| 4.5 | Overhaul of hydraulic motor | Ea | 10 | |
| 4.6 | Overhauling of drive mechanism | Ea | 10 | |
| 4.7 | Check accuracy and square alignment to rail for drilling | Ea | 10 | |
| 4.8 | Testing and certification of machine | Ea | 10 | |
| 4.9 | Painting of equipment if required | Ea | 10 | |
| 4.10 | Labour cost per hour | Sum | 1 | |
| SUB TOTAL PRICE, exclusive of VAT (4): | | | | |

Respondent's Signature

Date & Company Stamp

| Item No | Description of Item | Unit | Est. Qty. | Rate delivered price per unit (Excl. VAT) |
|---|---|------|-----------|---|
| 5 | Hydraulic Angle Grinder | | | |
| 5.1 | Inspection of machine for leaks, defective mechanisms and any form of abuse | Ea | 18 | |
| 5.2 | Carry out minor repairs/adjustments to machine | Ea | 18 | |
| 5.3 | Overhaul drive mechanism | Ea | 18 | |
| 5.4 | Overhaul of hydraulic motor | Ea | 18 | |
| 5.5 | Check safety ratings in respect of speeds, torque and pressures. Check trigger mechanism and repair | Ea | 18 | |
| 5.6 | Fitting of new seal kit | Ea | 18 | |
| 5.7 | Test and certify machine | Ea | 18 | |
| 5.8 | Painting of Equipment if required | Ea | 18 | |
| 5.9 | Labour cost per hour | Sum | 1 | |
| SUB TOTAL PRICE, exclusive of VAT (5): | | | | |

| Item No | Description of Item | Unit | Est. Qty. | Rate delivered price per unit (Excl. VAT) |
|---|---|------|-----------|---|
| 6 | Hydraulic 1" impact Wrenches | | | |
| 6.1 | Inspection of machine for leaks, defective control mechanisms or any abuse and damages | Ea | 25 | |
| 6.2 | Carry out minor repairs/adjustments to machine. E.g. repair loose and fit non slip surface material on handle | Ea | 25 | |
| 6.3 | Overhaul impact mechanism – hammers and anvils | Ea | 25 | |
| 6.4 | Overhaul of hydraulic motor | Ea | 25 | |
| 6.5 | Check safety ratings in respect of speeds, torque and pressures. | Ea | 25 | |
| 6.6 | Fitting of new seal kit | Ea | 25 | |
| 6.7 | Overhaul of impact mechanism | Ea | 25 | |
| 6.8 | Test and certify machine | Ea | 25 | |
| 6.9 | Painting of Equipment if required | Ea | 25 | |
| 6.10 | Labour cost per hour | Sum | 1 | |
| SUB TOTAL PRICE, exclusive of VAT (6): | | | | |

Respondent's Signature

Date & Company Stamp

| Item No | Description of Item | Unit | Est. Qty. | Rate delivered price per unit (Excl. VAT) |
|---|---|------|-----------|---|
| 7 | Hydraulic Rail Crossing Grinders | | | |
| 7.1 | Inspection of machine for leaks, defective controls and wear on mechanical parts. Check belts and pulleys | Ea | 16 | |
| 7.2 | Do adjustments and replace worn parts | Ea | 16 | |
| 7.3 | Overhaul drive mechanism(s) | Ea | 16 | |
| 7.4 | Overhaul of hydraulic motor | Ea | 16 | |
| 7.5 | Check mechanical operation of machine and replace worn parts | Ea | 16 | |
| 7.6 | Test and certification of machine | Ea | 16 | |
| 7.7 | Painting of Equipment if required | Ea | 16 | |
| 7.8 | Labour cost per hour | Sum | 1 | |
| SUB TOTAL PRICE, exclusive of VAT (7): | | | | |

| Item No | Description of Item | Unit | Est. Qty. | Rate delivered price per unit (Excl. VAT) |
|---|---|------|-----------|---|
| 8 | Hydraulic Rail Profile Grinders | | | |
| 8.1 | Inspection of machine for leaks, defective controls and wear on mechanical parts. | Ea | 24 | |
| 8.2 | Do adjustments and replace worn parts | Ea | 24 | |
| 8.3 | Overhaul drive mechanism(s) | Ea | 24 | |
| 8.4 | Overhaul of hydraulic motor | Ea | 24 | |
| 8.5 | Check mechanical operation of machine and replace worn parts | Ea | 24 | |
| 8.6 | Test and certification of machine | Ea | 24 | |
| 8.7 | Painting of Equipment if required | Ea | 24 | |
| 8.8 | Labour cost per hour | Sum | 1 | |
| SUB TOTAL PRICE, exclusive of VAT (8): | | | | |

| Item No | Description of Item | Unit | Est. Qty. | Rate delivered price per unit (Excl. VAT) |
|----------|---|------|-----------|---|
| 9 | Hydraulic Power Units | | | |
| 9.1 | Inspection of machine for oil leaks, defective mechanisms and any form of abuse and damages | Ea | 25 | |

Respondent's Signature

Date & Company Stamp

| | | | | |
|---|--|-----|----|--|
| 9.2 | Check Hydraulic manifold circuit for functionality and repair if required | Ea | 25 | |
| 9.3 | Regular service of unit: <ul style="list-style-type: none"> Changing of lubricants, coolant and hydraulic oil Changing filters Tuning of engine | Ea | 25 | |
| 9.4 | Do adjustments and replacement of wearing items | Ea | 25 | |
| 9.5 | Repair/replacement of hydraulic pump and battery | Ea | 25 | |
| 9.6 | Repair Engine: <ul style="list-style-type: none"> Fuel System Starting / Electrical system & re-wiring Exhaust System Cooling System | Ea | 25 | |
| 9.7 | Checking of hydraulic system performance and certification of machine in terms of Occupational Health and Safety Act | Ea | 25 | |
| 9.8 | Check, test, replace and repair electrical circuit, alternator, switches, sensors and wires and the Painting of Equipment if required | Ea | 25 | |
| 9.9 | Labour Cost per Hour | Sum | 1 | |
| SUB TOTAL PRICE, exclusive of VAT (9): | | | | |

| Item No | Description of Item | Unit | Est. Qty. | Rate delivered price per unit (Excl. VAT) |
|--|---|------|-----------|---|
| 10 | Hydraulic Rail Shears | | | |
| 10.1 | Inspect machine for wear, leaks and defective control and damages | Ea | 6 | |
| 10.2 | Check tightness of fasteners, polish and hone cylinders | Ea | 6 | |
| 10.3 | Do adjustments and replace worn items | Ea | 6 | |
| 10.4 | Inspect cutting jaws for wear and alignment | Ea | 6 | |
| 10.5 | Replace seal kit | Ea | 6 | |
| 10.6 | Test and certify machine | Ea | 6 | |
| 10.7 | Painting of Equipment if required | Ea | 6 | |
| 10.8 | Labour cost per hour | Sum | 1 | |
| SUB TOTAL PRICE, exclusive of VAT (10): | | | | |

| | |
|-------------------------------|----------|
| Mark-Up on Consumables | % |
|-------------------------------|----------|

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.
- e) All items on the pricing schedule must be priced.
- f) No changes to this price schedule **WILL** be accepted.
- g) Deviation from this pricing schedule **WILL** result in a bid being disqualified.
- h) 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: _____

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:

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 interest¹ 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 |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |

¹ 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 consortium² 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.

² 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: SPECIFIC GOALS 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 specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000.

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

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 The 80/20 preference point system will be applicable to this tender.

1.4 Preference points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contribution.
- (c) Any other specific goal determined in Transnet preferential procurement policy.

1.5 The maximum points for this bid are allocated as follows:

| | POINTS |
|--|---------------|
| PRICE | 80 |
| SPECIFIC GOALS | |
| B-BBEE Level 1 and 2 | 20 |
| >50% Black Youth Owned Entities | |
| 30% Black Women Owned Entities | |
| Total points for Price and Specific Goals must not exceed | 100 |

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

1.7 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.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

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

- Ps = Points scored for comparative price of bid under consideration
 Pt = Comparative price of bid under consideration
 Pmin = Comparative price of lowest acceptable bid

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points

3.2

| Selected Specific Goal | Number of points allocated (20) |
|--|--|
| B-BBEE Level of contributor – Level 1 and 2 | 6.67 |
| 30% Black Women Owned Entities | 6.67 |
| >50% Black Youth Owned Entities | 6.67 |
| Non-Compliant and/or B-BBEE Level 3-8 contributors | 0 |

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

4.1 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below:

| Specific Goals | Acceptable Evidence |
|---------------------------------|---|
| B-BBEE | B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline |
| 30% Black Women Owned Entities | B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline |
| >50% Black Youth Owned Entities | Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline |

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 www.dti.gov.za/economic_empowerment/bee_codes.jsp .] |
| EME³ | 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 6.1

6.1 B-BBEE Status Level of Contribution: . = 20 (based on point distribution per Table 3.2)

6.2

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in table 3.2 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:

- 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:

| Designated Group: An EME or QSE which is at last 51% owned by: | EME √ | QSE √ |
|---|--------------|--------------|
| 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 | | |
| OR | | |
| 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 paragraph 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If specific goals have 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:

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

- 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

SUPPLIER DECLARATION FORM

| Supplier Declaration Form | | | | | | |
|---|---------------------------|------------------------|-----------------------|---------------|-----------------------|-----------------------|
| Important Notice: all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at https://secure.csd.gov.za/ before applying to Transnet. | | | | | | |
| CSD Number (MAAA xxxxxxx): | | | | | | |
| Company Trading Name | | | | | | |
| Company Registered Name | | | | | | |
| Company Registration No Or ID No If a Sole Proprietor | | | | | | |
| Company Income Tax Number | | | | | | |
| Form of Entity | CC | Trust | Pty Ltd | Limited | Partnership | Sole Proprietor |
| | Non-profit (NPO's or NPC) | Personal Liability Co | State Owned Co | National Govt | Provincial Govt | Local Govt |
| | Educational Institution | Specialised Profession | Financial Institution | Joint Venture | Foreign International | Foreign Branch Office |
| Did your company previously operate under another name? | | | | | Yes | No |
| If YES state the previous details below: | | | | | | |
| Trading Name | | | | | | |
| Registered Name | | | | | | |
| Company Registration No Or ID No If a Sole Proprietor | | | | | | |
| Form of Entity | CC | Trust | Pty Ltd | Limited | Partnership | Sole Proprietor |
| | Non-profit (NPO's or NPC) | Personal Liability Co | State Owned Co | National Govt | Provincial Govt | Local Govt |
| | Educational Institution | Specialised Profession | Financial Institution | Joint Venture | Foreign International | Foreign Branch Office |
| Your Current Company's VAT Registration Status | | | | | | |
| VAT Registration Number | | | | | | |
| If Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status | | | | | | |
| If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually. | | | | | | |

| | | | | | |
|-----------------------------|--|--|---------------------|------|--|
| Company Banking Details | | | Bank Name | | |
| Universal Branch Code | | | Bank Account Number | | |
| Company Physical Address | | | | Code | |
| Company Postal Address | | | | Code | |
| Company Telephone number | | | | | |
| Company Fax Number | | | | | |
| Company E-Mail Address | | | | | |
| Company Website Address | | | | | |
| Company Contact Person Name | | | | | |

Respondent's Signature

Date & Company Stamp

| | |
|-------------|--|
| Designation | |
| Telephone | |
| Email | |

| | | | | |
|---|-----------|--|-----------|--|
| Is your company a Labour Broker? | Yes | | No | |
| Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc. | | | | |
| How many personnel does the business employ? | Full Time | | Part Time | |
| Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II. | | | | |

| | | | | | | |
|--|---------------------------|--|--|--|--|--|
| Most recent Financial Year's Annual Turnover | <R10Million EME | | >R10Million <R50Million QSE | | >R50Million Large Enterprise | |
|--|---------------------------|--|--|--|--|--|

| | | | | | | | | | | | | | |
|--|--|--------------------------------------|--|--------------------------------------|----------|-------------------------|----------|----------|----------|----------|----------|----------|----------|
| Does your company have a valid proof of B-BBEE status? | | | | | | | | | | Yes | | No | |
| Please indicate your Broad Based BEE status (Level 1 to 9) | | | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| Majority Race of Ownership | | | | | | | | | | | | | |
| % Black Ownership | | % Black Women Ownership | | % Black Disabled person(s) Ownership | | % Black Youth Ownership | | | | | | | |
| % Black Unemployed | | % Black People Living in Rural Areas | | % Black Military Veterans | | | | | | | | | |
| Please Note: Please provide proof of B-BBEE status as per Appendix C and D: <ul style="list-style-type: none"> Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency; EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively; Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability; A certified South African identification document will be required for all Black Youth Ownership. | | | | | | | | | | | | | |

| Supplier Development Information Required | |
|--|----------------------------------|
| <p>EMPOWERING SUPPLIER An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes.</p> <p>In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.</p> | <p>YES ○ NO ○</p> |
| <p>FIRST TIME SUPPLIER A supplier that we have not yet Traded within Transnet and will be registered via our database for the 1st time.</p> | <p>YES ○ NO ○</p> |

Respondent's Signature

Date & Company Stamp

| | |
|--|--|
| <p>SUPPLIER DEVELOPMENT PLAN</p> <p>Supplier Development Plan is a plan that when we as Transnet award a supplier a long-term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).</p> | <p>YES <input type="radio"/> NO <input type="radio"/></p> |
| <p>DEVELOPMENT PLAN DOCUMENT</p> <p>Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.</p> | <p>YES <input type="radio"/> NO <input type="radio"/></p> <p>*If Yes- Attach supporting documents</p> |
| <p>ENTERPRISE DEVELOPMENT BENEFICIARY</p> <p>A supplier that is not yet in our value chain that we are assisting in their developmental area.</p> | <p>YES <input type="radio"/> NO <input type="radio"/></p> |
| <p>SUPPLIER DEVELOPMENT BENEFICIARY</p> <p>A supplier that we are already doing business with or transacting with and we are also assisting them in their developmental area e.g. (They might require training or financial assistance etc.)</p> | <p>YES <input type="radio"/> NO <input type="radio"/></p> |
| <p>GRADUATION FROM ED TO SD BENEFICIARY</p> <p>When a supplier that we assisted with as an ED beneficiary then is awarded, a business and we start Transacting with.</p> | <p>YES <input type="radio"/> NO <input type="radio"/></p> |
| <p>ENTERPRISE DEVELOPMENT RECIPIENT</p> <p>A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention</p> | <p>YES <input type="radio"/> NO <input type="radio"/></p> |

By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct

| | | | |
|------------------|--|-------------|--|
| Name and Surname | | Designation | |
| Signature | | Date | |

Respondent's Signature

Date & Company Stamp