

**Transnet Freight Rail**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No CRAC-ESS-11590**

**FOR THE SUPPLY/PROVISION OF 4 x RADIO MASTS FOR TRAINING RADIO TECHNICIANS: - 1 x ESSELENPARK (PRACTICUM), 1 x BLOEMFONTEIN, 1 x PORT ELIZABETH. THIS MUST INCLUDE THE ENVIRONMENTAL IMPACT STUDY, TRAYS AND CABLE WITH ANTENNAS CURRENTLY USED.**

**FOR DELIVERY TO: VARIOUS PLACES**

**ISSUE DATE: 13 August 2013**

**CLOSING DATE: 29 August 2013**

**CLOSING TIME: 10:00 am**

## Section 1 NOTICE TO BIDDERS

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

**METHOD:** [hand delivered /or courier]

**CLOSING VENUE:** [The Secretary, Transnet Freight Rail Acquisition Council, Ground Floor, Inyanda House 1,  
21 Wellington Road, Parktown]

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### 1 Responses to RFQ

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

### 2 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a "preference" to companies who provide a valid B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

#### 2.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note the following:

- Functionality is included at a pre-qualification stage with a prescribed percentage threshold of **100%**
- Proposals will be evaluated on price which will be allocated 90 points and preference which will be allocated 10 points, dependent on the value of the Goods or Services.
- The 80/20 preference point system applies where the acquisition of the Goods or Services will be less than R1 000 000.00.
- If the 80/20 preference point system is stipulated and all Bids received exceed R1 000 000.00, the RFQ will be cancelled.
- The 90/10 preference point system applies where acquisition of the Goods or Services will exceed R1 000 000.00
- If the 90/10 preference point system is stipulated and all Bids received are equal to or below R1 000 000.00, the RFQ will be cancelled.
- In this RFQ, Transnet will apply **90/10** preference point system prescribed in the PPPFA.

In compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as from 1 October 2011 valid B-BBEE Verification Certificates must be issued by:

- (i) Verification Agencies accredited by the South African National Accreditation System [SANAS]; or
- (ii) Registered Auditors approved by the Independent Regulatory Board of Auditors [IRBA], in accordance with the approval granted by the Department of Trade and Industry.

Enterprises will be rated by such agencies based on the following:

**a) Large Enterprises [i.e. annual turnover greater than R35 million]:**

- Rating level based on all seven elements of the B-BBEE scorecard

**b) Qualifying Small Enterprises – QSE [i.e. annual turnover between R5 million and R35 million]:**

- Rating based on any four of the elements of the B-BBEE scorecard

**c) Exempted Micro Enterprises – EME [i.e. annual turnover less than R5 million]:**

In accordance with B-BBEE Codes of Good Practice [Statement 000, Section 4], any enterprise with an annual total revenue of R 5 million or less qualifies as an EME.

- Automatic rating of B-BBEE Level 4 irrespective of race or ownership
- Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as B-BBEE Level 3

Sufficient evidence to qualify as an EME would be a certificate (which may be in the form of a letter) from an auditor or accounting officer or a certificate from a Verification Agency accredited by SANAS. The certificate must confirm the company's turnover, black ownership / black female ownership, B-BBEE status level and validity date.

*Respondents are required to furnish proof of the above to Transnet. [i.e. a valid detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or a valid certificate in respect of EMEs].*

Transnet will accordingly allocate a maximum of **10 [ten] points** in accordance with the **90/10** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating. [Refer **Annexure A- B-BBEE Preference Points Claim Form** for further details].

N.B. Failure to submit a B-BBEE certificate, which is valid as at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.

*[Refer clause **Error! Reference source not found.** below for Returnable Documents required]*

### 3 Communication

Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.

A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Ayanda Msomi

Email: ayanda.msomi@transnet.net

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

Telephone 011-544-9486

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

On or after 13/08/2013 the RFQ documents may be inspected at, and are obtainable from the office of TRANSNET Freight Rail Tender Advice Centre, Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown

A non-refundable tender fee of R150.00 (inclusive of Vat) is applicable per tender (listed below).

Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect the tender number RFQ CRAC-ESS-11590 and the Company Name.

Receipt/s to be presented prior to collection of the tender/s.

NOTE: This amount is not refundable.

**4 Tax Clearance**

The Respondent's original valid Tax Clearance Certificate must accompany the Quotation. Failure to provide this document with the RFQ submission will result in disqualification.

**5 VAT Registration**

The valid VAT registration number must be stated here: \_\_\_\_\_ [if applicable].

**6 Legal Compliance**

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

**7 Changes to Quotations**

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

**8 Pricing**

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

**9 Prices Subject to Confirmation**

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

**10 Negotiations**

Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents.

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

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

**11 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.

**12 Disclaimers**

Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider; or
- make no award at all.

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to indicate below whether or not they have been found guilty of a serious breach of law during the past 5 [five] years:

I/We \_\_\_\_\_ do hereby certify that *I/we have/have not been* 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.

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.

**13 Evaluation Criteria**

Transnet will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider, if so required:

- Administrative responsiveness - Completeness of response and returnable documents
- Substantive responsiveness – Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given
- Technical threshold of 100%: Compliance to specification
- Weighted evaluation based on 90/10 preference point system as indicated in paragraph 2:
  - Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts<sup>1</sup> will be critical
  - B-BBEE status of company

Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

**14 Validity Period**

Transnet desires a validity period of 30 [thirty] days from the closing date of this RFQ. This RFQ is valid until 28 November 2013

**15 Banking Details**

BANK: \_\_\_\_\_  
 BRANCH NAME / CODE: \_\_\_\_\_  
 ACCOUNT HOLDER: \_\_\_\_\_  
 ACCOUNT NUMBER: \_\_\_\_\_

**16 Company Registration**

Registration number of company / C.C. \_\_\_\_\_  
 Registered name of company / C.C. \_\_\_\_\_

**17 Disclosure of Prices Quoted**

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

\_\_\_\_\_

<sup>1</sup> Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.

YES  NO

**18 Returnable Documents**

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

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

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

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the table below:

Returnable Documents	Submitted [Yes or No]
SECTION 2 : Quotation Form	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures / Sub-contractors must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE B : Compliance Schedule	

- b) In addition to the requirements of section (a) above, Respondents are further required to submit with their Quotations the following **essential Returnable Documents** as detailed below.

***Failure to provide all these Returnable Documents may result in a Respondent’s disqualification. Respondents are therefore urged to ensure that all these documents are returned with their Quotations.***

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these essential Returnable Documents by so indicating [Yes or No] in the table below:

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
- Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- 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	

Returnable Documents	Submitted [Yes or No]
- SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Goods or Services to Transnet	
SECTION 4 : Vendor Application Form	
- Original cancelled cheque or bank verification of banking details	
- Certified copies of IDs of shareholder/directors/members [as applicable]	
- Certified copy of Certificate of Incorporation [CM29/CM9 name change]	
- Certified copy of share certificates [CK1/CK2 if C.C.]	
- Entity's letterhead	
- Certified copy of VAT Registration Certificate [RSA entities only]	
- Certified copy of valid Company Registration Certificate [if applicable]	
- A signed letter from Respondent's auditor or accountant confirming most recent annual turnover figures	
ANNEXURE A – B-BBEE Preference Points Claim Form	

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**Section 2**  
**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 Terms and Conditions for the Supply of Goods or Services to Transnet [Section 3 hereof]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations and/or having to accept any less favourable offer.

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## **Scope of work**

Telecommunications Specification    Generic Telecommunications Tower

Revision 1.00

### **1. Scope**

- 1.1 This is a generic specification for the provision of a telecommunications tower on Transnet land, or on land upon which Transnet has secured a lease.
- 1.2 The specific details will be provided in the associated Bill of Quantities, Schedule of Requirements and / or Design Document
- 1.3 The general requirement is for a tapered steel lattice tower with either a square or triangular base.
- 1.4 The onus is on the Contractor's registered Professional Engineer to design, build and certify the structures, foundation, earthing and electrical reticulation.

### **2. Design Parameters**

- 2.1 The height of the tower will be 5 metres higher than the design height AGL of the highest antenna specified in the design.
- 2.2 The orientation of the tower will either be specified in the Site Diagram of the Design Document or,
  - 2.2.1 In the case of an existing established site, the tower and foundation will be aligned with existing structures, or
  - 2.2.2 In a green fields scenario, the corner of the tower will be aligned to the azimuth of the antenna.
- 2.3 The tower must withstand wind speeds of 160 km/h. In such conditions, and with the antennae loading planned, it must not twist or bend more than 1 degree.
- 2.4 The tower must be made of steel, corrosion and electrolysis protected, suitable for the environment and terrain in which it shall be installed, and certified for a design life span of at least 50 years.
- 2.5 To comply with this life span, extreme weather and natural conditions must be taken into account, including snow, icing and probable seismic movement.
- 2.6 The construction of the tower and associated civil works must comply with all relevant South African codes of practice, standards and legislation, including health and safety.
- 2.7 The dimensions, materials and design of the tower will be included in the contractor's offer, which will be certified by a registered Professional Engineer. The tower design may be subject to verification by TFR's own structural engineers.

### **3. Features**

- 3.1 Earthing and Lightning Protection
  - 3.1.1 Site grounding and protection must comply with MAN00009 "Radio High Site Engineering Practice".
  - 3.1.2 A 1200 mm long galvanized lightening spike must be installed at the very top of the tower. The spike shall be bolted to the tower spine or leg. This spike can be a M12 or M16 rod or a 38 mm x 38 mm angle iron with a sharpened point.

3.2 Where the antenna is not protected against lightning strikes (the antenna is not within the protection zone), then the length of the lightning spike must be increased accordingly. When the lengthening of the spike is not an acceptable solution, horizontally mounted lightning rods must be installed above and below the antennae.

### 3.3 Platforms

3.3.1 A crows nest or platform shall be installed 4 to 6 m from the top of a lattice tower. The crows nest must be designed to accommodate the antennae load specified. The deflections of the expanded mesh floor shall be less than span / 360 when carrying a 100 kg load at mid-span. A trapdoor must be fitted at the cat ladder exit. Provision must be made for feeders to pass through the floor.

3.3.2 Lattice towers shall have a full internal working platform fitted at the intermediate aircraft warning light level. This platform must be installed halfway (+/- 3 m) up towers which total length exceeds 45.7 m. The deflections of the expanded mesh floor shall be less than span/360 when carrying a 100 kg load at mid-span. A trap door must be fitted at the cat ladder exit.

3.3.3 All crows nests and platforms must be installed with a 50 mm +/- 10 mm wide x 5 mm thick kick plate facing up around the edges of the crows nest / platform and feeder exit openings.

3.3.4 Safety hand and knee rails are to be mounted all the way around the perimeter of the crows nest / platforms at a height of 1200 mm and 600 mm respectively from the expanded mesh floor. The rails must be fixed to the tower structure with no gaps to ensure that slings do not accidentally slip off. The rail must be a minimum angle iron of 50 x 50 x 3 mm.

3.3.5 Trapdoors shall be configured to ensure that they do not slam shut under gravity. A minimum opening angle of 95° is required. The trapdoor shall not open forward towards the cat ladder. The hinge of the trapdoor shall have a proper hinge pin or if a bolt is used the bolt shall have an unthreaded shank within the hinge and shall have a lock-nut. The trapdoor deflections shall be less than span / 360 when carrying a 100kg load at mid-span.

### 3.4 Cat Ladder

3.4.1 A 300 mm wide cat ladder must be extended the full length of the tower to the highest point of the tower and allow access to the top aviation lights.

3.4.2 Cat ladder rungs must be spaced at 295 mm intervals to allow comfortable climbing and will be between 12 mm to 16 mm in diameter.

3.4.3 Both sides of the cat ladder will allow for cable runs. The cables will not impede climbing.

3.4.4 Safety hoops or a TFR approved fall arrest system must be installed on cat ladders that extend higher than 2.5 m from the ground, platform or crows nest.

3.4.5 Horizontal safety hoops must be spaced 1 m apart with a diameter of 700 mm ( $\pm$  50 mm). Vertical stringers must also be installed but spaced to ensure that the cat ladder can be exited at any height to perform inspections.

- 3.4.6 Safety hoops must also be installed on the cat ladder inside mono poles starting 2.5 m from the bottom until the inside diameter of the pole reaches 700 to 800 millimetres. Where the safety hoop and stringers are bolted together with M8 or smaller bolts, stainless steel grade 304 bolts must be used.
- 3.4.7 Safety hoops on the spine of mono poles are not practical therefore a TFR approved fall arrest system must be installed by a certified person on all spines that are longer than 2.5 m.
- 3.4.8 Cat ladder offsets must meet the latest occupational health and safety act requirements that will allow unobstructed climbing. An off set of 150 mm is required.
- 3.5 Cable feeders
- 3.5.1 Provision must be made for feeders to pass through the platform/s floor on either side of the cat ladder offsets / cable runway. Feeder cables must be routed alongside the cat ladder and not behind the cat ladder climbing rungs.
- 3.5.2 Since it is not known at the time of manufacture which side the cables will be routed, the feeder cable access holes must be made on both sides of the cat ladder. The unused cable access hole can be fitted with a dummy cover that can be moved to either side of the platform.
- 3.5.3 The cable runway will allow for a cable run of 300 mm wide x 150 mm deep and will allow cable clamps to be attached to the offset and / or dummy offset brackets the full height of the tower at 1m spacing. (From the foundation level to the highest point) The bottom 3m dummy offset brackets must always be supplied but they must be removable.
- 3.6 Navigation Lights
- 3.6.1 All rural towers shall have night navigational markings as required by the South African Civil Aviation Authorities (SACAA). Towers shall only have daytime navigational markings (international orange and white) when specifically required by the SACAA. Navigation lights on urban tower will only be installed on instruction from the SACAA or on the request from the Project Manager in the site survey.

#### **4. Safety Factors**

- 4.1 TFR requires that proper suitably experienced supervision is present on the site at all times during erection and reserves the right to request that supervision be replaced if they are dissatisfied with the performance and or experience of the supervision provided.
- 4.2 Safety harnesses (whilst on the tower), safety shoes, and hard hats must be used at all times by the full rigging crew. Only proper rigging slings and rigging equipment must be used for the tower erection. All harnesses must have at least two tails and one tail must always be connected at any given time. No chain link slings are to be used as these cause damage to the tower galvanising or paint work.
- 4.3 All rigging equipment is to be checked for signs of wear or fatigue prior to use on site.
- 4.4 Under no circumstances can persons other than authorised riggers and workmen be permitted on the ground within a 30 m radius of the tower whilst workmen are on the tower.

- 4.5 A responsible person is to be appointed for each site and must be on site at all times during erection.
- 4.6 In residential areas prior arrangement shall be made, to have the local authorities cordon off any access road(s) that could be affected while the tower is placed into position.
- 4.7 When hoisting pole type towers no person other than authorised riggers and workmen shall be allowed within the tower height equivalent radius of the erection site, until such time as the tower has been secured on the foundation.
- 4.8 Occupants of any building(s) adjacent to the construction site shall be timeously notified of the intent to erect a tower, and where deemed necessary requested to evacuate the building(s) during placement of the tower.

### **5. Site Establishment**

- 5.1 No open fires are allowed on any site.
- 5.2 No alcohol is allowed on any site
- 5.3 Special arrangements must be made during the site survey for on site camping.
- 5.4 The main contractor must make waste bins available during the site build life cycle for rubbish.
- 5.5 Portable toilet facilities must be on site for the whole duration of the site build. This must be arranged by the main contractor but must be insisted upon if there are no alternative toilet facilities.
- 5.6 After completion of the works, excavated soil must be used to level the complete site area and the excess / unusable soil must be removed from site and discarded appropriately. The levelled area must be compacted.
- 5.7 All excess material must be removed from site. This includes excess aggregate.

### **6. Transport and Erection**

- 6.1 The tower must be suitably protected from damage during transport. Suitable spacing material (wooden planks or thick cardboard) must be used as spacers to ensure that the tower members do not scuff and thereby cause damage to the galvanising.
- 6.2 Unloading of the tower on site must be supervised to ensure that the correct tower has arrived for that site and that the members are not thrown off the truck but unloaded with care.
- 6.3 The tower members must be packed out on site clear from the ground as per the packing list and checked that there are no missing components.

### **7. Conformance Certification**

- 7.1 The Contractor's responsible engineer with a Pr. Eng. certification must certify that he has inspected the tower and satisfied himself that the site conditions and the tower erection is in accordance with his design and his design assumptions. The engineer could use a representative under his guidance to report back to him but this will in no way take away responsibility from the Professional Engineer that represents the tower manufacturer. The certificate is to be submitted as part of the as-built documentation.
- 7.2 The following minimum information must be supplied on the certificate:

- a. The Professional Engineer's full name, signature and registration number.
- b. The manufacturer's name and company address.
- c. The site name and number if applicable.
- d. The terrain category and false datum height for wind calculations of the site.
- e. The tower type and designed terrain category of the tower on site.
- f. The reference to this specification and his compliance thereto.
- g. The designed load as per this specification.
- h. The foundation bearing pressure obtained and required as per his design.
- i. Certification of the foundation.
- j. Certification of the erection.
- k. Special maintenance instructions.

### **8. As-built Documentation**

- 8.1 A full set of tower erection and foundation drawings must be provided for each tower type, foundations, etc. These drawings are to be on site before work commences and they must be supplied to TFR on completion of the tower.
- 8.2 The drawings must include at least overall structure sizes, member sizes, bolt sizes, bolt torque's, material specifications, antennae brackets, platforms, cat-ladders, concrete mixes (by volume) loading assumptions, tower type and any other items of relevance that may be needed to identify the conditions for which the said tower is intended.
- 8.3 A paper copy of the documentation must be submitted to the site owner and another copy left at TFR's building on site. Electronic copies of the documentation must be submitted to the site owner.



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Setup will depend on survey done for specific areas

Respondent's Signature

Date & Company Stamp

**Price Schedule**

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

Item No	Description of Goods /Services	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
1	.....	.....	.....		
2	.....	.....	.....		
3	.....	.....	.....		
4	.....	.....	.....		
5	.....	.....	.....		
6	.....	.....	.....		

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

**Notes to Pricing:**

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- c) 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.

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### Section 3

#### STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET

**A Supplier/Service Provider shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). A Quotation 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.**

#### 1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [**Terms** and each **Term**] and Transnet's purchase order(s) [**Order** or **Orders**] represent the only conditions upon which Transnet SOC Ltd [**Transnet**] procures goods [**the Goods**] or services [**the Services**] specified in the Order from the person to whom the Order is addressed [**the Supplier/Service Provider**]. Transnet does not accept any other conditions which the Supplier/Service Provider may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

#### 2 CONFORMITY WITH ORDER

Goods/Services shall conform strictly with the Order. The Supplier/Service Provider shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier/Service Provider warrants that the Goods/Services shall be fit for their purpose and of satisfactory quality.

#### 3 DELIVERY AND TITLE

- 3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's/Service Provider's obligations under the Order.
- 3.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.
- 3.3 Risk of loss or damage to Goods shall pass to Transnet on delivery, and title shall pass to Transnet when payment to the Supplier for the Goods has been effected.
- 3.4 If on delivery, the Goods/Services do not conform to the Order, Transnet may reject the Goods/Services and the Supplier/Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Goods/Services at the Supplier's/Service Provider's expense within the specified delivery times, without any liability due by Transnet. Goods shall be subject to such testing and/or inspection as Transnet may consider necessary.

#### 4 PRICE AND PAYMENT

- 4.1 Prices specified in an Order cannot be increased. Payment for the Goods/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.
- 4.2 Payment of the Supplier's/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

#### 5 PROPRIETARY RIGHTS LIABILITY

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Goods/Services or any written material provided to Transnet relating to any Goods/Services or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier/Service Provider hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier/Service Provider following a design or process originated and furnished by Transnet. The Supplier/Service Provider shall either

- a) procure for Transnet the right to continue using the infringing Goods; or
- b) modify or replace the Goods/Services so that they become non-infringing,

provided that in both cases the Goods/Services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier/Service Provider may remove, with Transnet's prior written consent, such Goods/Services and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier/Service Provider shall have no liability in respect of any continued use of the infringing Goods/Services after Supplier's/Service Provider's prior written request to remove the same.

#### 6 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier/Service Provider and any information relating to Transnet's business which may have come into the Supplier's/Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Service Provider as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier/Service Provider shall return all

materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

## **7 DEVELOPMENT WORK IN THE PRODUCTION OF GOODS**

If the production or provision of any Goods involves research and/or development which are wholly or partly funded by Transnet, then all intellectual property or other rights as a result thereof shall be the property of Transnet on creation.

## **8 PUBLICITY**

The Supplier/Service Provider shall not name Transnet or use its trademarks, service marks [whether registered or not] or Goods in connection with any publicity without Transnet's prior written consent.

## **9 AFTER SALES SERVICE**

The Supplier shall provide replacement parts necessary to ensure the uninterrupted operation of the Goods supplied for the duration of the warranty period, from delivery of any particular item of the Goods and if requested by Transnet shall make these parts available to a third party maintainer of Transnet's choice at the same price as if the parts had been supplied to Transnet. The Supplier undertakes to provide a maintenance service for Goods, should Transnet so request, on terms to be agreed. If the Order so indicates, the Supplier will provide a warranty service for the Goods at a level to be agreed with Transnet.

## **10 TERMINATION OF ORDER**

- 10.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Supplier/Service Provider or the Supplier/Service Provider commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier/Service Provider when such work on the Order shall stop.
- 10.2 Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.
- 10.3 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- 10.4 If the Goods or Services are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Goods or any damage caused due to the failure or delay in the delivery.

**11 ACCESS**

The Supplier/Service Provider shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's/Service Provider's employees. The Supplier/Service Provider shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

**12 WARRANTY**

The Supplier/Service Provider warrants that it is competent to supply the Goods/Services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Goods/Services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to *[inter alia]* the supply, manufacture and use of the Goods/Services in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier/Service Provider hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

**13 INSOLVENCY**

If the Supplier/Service Provider shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier/Service Provider compounds with its creditors or passes a resolution for the winding up or administration of the Supplier/Service Provider, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

**14 ASSIGNMENT**

The Supplier/Service Provider shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

**15 NOTICES**

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

**16 LAW**

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier/Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier/Service Provider does not have a registered office in the South Africa it will at all times maintain

an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

#### **17 GENERAL**

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses **Error! Reference source not found., Error! Reference source not found., Error! Reference source not found., Error! Reference source not found.** and **Error! Reference source not found.** Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

#### **18 COUNTERPARTS**

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

**"PREVIEW COPY ONLY"**

**By signing this RFQ document, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed to properly take it into account for the purpose of calculating quoted prices or otherwise.**

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

.....  
SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

REGISTERED NAME OF COMPANY: \_\_\_\_\_

PHYSICAL ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_

**Respondent's contact person:** *[Please complete]*

Name	:	
Designation	:	
Telephone	:	
Cell Phone	:	
Facsimile	:	
Email	:	
Website	:	

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

**Section 4**  
**VENDOR APPLICATION FORM**

*Respondents are to furnish the following documentation and complete the Vendor Application Form below:*

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details **[with bank stamp]**
2. **Certified** copy of Identity Document(s) of Shareholders/Directors/Members [where applicable]
3. **Certified** copy of Certificate of Incorporation, CM29 / CM9 [name change]
4. **Certified** copy of Share Certificates [CK1/CK2 if CC]
5. A letter on the company's letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate
7. **Certified copy** of VAT Registration Certificate
8. **Certified copy** of valid Company Registration Certificate [if applicable]
9. A signed letter from your auditor or accountant confirming most recent annual turnover figures

## Vendor Application Form

Company trading name						
Company registered name						
Company Registration Number or ID Number if a Sole Proprietor						
Form of entity [✓]	<input type="checkbox"/> CC	<input type="checkbox"/> Trust	<input type="checkbox"/> Pty Ltd	<input type="checkbox"/> Limited	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor
VAT number [if registered]						
Company telephone number						
Company fax number						
Company email address						
Company website address						
Bank name		Branch & Branch code				
Account holder		Bank account number				
Postal address						Code
Physical Address						

Code

Contact person

Designation

Telephone

Email

Annual turnover range [last financial year]      < R5 m      R5 - 35 m      > R35 m

Does your company provide      Products      Services      Both

Area of delivery      National      Provincial      Local

Is your company a public or private entity      Public      Private

Does your company have a Tax Directive or IRP30 Certificate      Yes      No

Main product or services [e.g. Stationery/Consulting]

*Complete B-BBEE Ownership Details:*

% Black ownership      % Black women ownership      % Disabled Black ownership

Does your company have a B-BBEE certificate      Yes      No

What is your B-BBEE status [Level 1 to 9 / Unknown]

How many personnel does the firm employ      Permanent      Part time

*If you are an existing Vendor with Transnet please complete the following:*

Transnet contact person

Contact number

Transnet Operating Division

*Duly authorised to sign for and on behalf of Company / Organisation:*

Name		Designation	
Signature		Date	



**RFQ FOR THE PROVISION OF 4 x RADIO MASTS FOR TRAINING RADIO TECHNICIANS: - 1 x ESSELENPARK (PRACTICUM), 1 x BLOEMFONTEIN, 1 x PORT ELIZABETH. THIS MUST INCLUDE THE ENVIRONMENTAL IMPACT STUDY, TRAYS AND CABLE WITH ANTENNAS CURRENTLY USED**

**ANNEXURE A : B-BBEE PREFERENCE POINTS CLAIM FORM**

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

**1. INTRODUCTION**

- 1.1 A total of ..... preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] or an Accounting Officer as contemplated in the Close Corporation Act [CCA] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

**2. GENERAL DEFINITIONS**

- 2.1 "all applicable taxes" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "B-BBEE status of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "Bid" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 "consortium or joint venture" means an association of persons for the purpose of combining

their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;

- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

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

3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

**"PREVIEW COPY ONLY"**

**ANNEXURE B: Compliance Schedule**

**RFQ CRAC-ESS-11590 ~ 4 x RADIO MASTS FOR TRAINING RADIO TECHNICIANS: - 1 x ESSELENPARK (PRACTICUM), 1 x BLOEMFONTEIN, 1 x PORT ELIZABETH. THIS MUST INCLUDE THE ENVIRONMENTAL IMPACT STUDY, TRAYS AND CABLE WITH ANTENNAS CURRENTLY USED.**

3.3.5		
3.4		
3.4.1		
3.4.2		
3.4.3		
3.4.4		
3.4.5		
3.4.6		
3.4.7		
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6.1		
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7.1		

**"PREVIEW COPY ONLY"**

Company Name: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_ Signature: \_\_\_\_\_

**ANNEXURE B: Compliance Schedule**

**RFQ CRAC-ESS-11590 ~ 4 x RADIO MASTS FOR TRAINING RADIO TECHNICIANS: - 1 x ESSELENPARK (PRACTICUM), 1 x BLOEMFONTEIN, 1 x PORT ELIZABETH. THIS MUST INCLUDE THE ENVIRONMENTAL IMPACT STUDY, TRAYS AND CABLE WITH ANTENNAS CURRENTLY USED.**

7.2		
(a)		
(b)		
(c)		
(d)		
(e)		
(f)		
(g)		
(h)		
(i)		
(j)		
(k)		
8.1		
8.2		
8.3		

**"PREVIEW COPY ONLY"**

Company Name: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_ Signature: \_\_\_\_\_