

**TRANSNET FREIGHT RAIL**an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

**REQUEST FOR QUATATION [RFQ]
(INCLUDING LOCAL CONTENT)****FOR THE STEEL/METAL WORK: DESIGN, SUPPLY AND INSTALL WORKBENCHES AND PRESSURE VESSELS FOR A PERIOD OF SIX MONTHS.**

RFP NUMBER	HOAC-HO-15655
ISSUE DATE:	03 OCTOBER 2014
CLOSING DATE:	14th October 2014
CLOSING TIME:	10H00 am
BID VALIDITY PERIOD:	90 days from Closing Date

"PREVIEW COPY ONLY"

RFQ ANNEXURES:

- ANNEXURE A SCOPE OF THE TENDER
- ANNEXURE B TECHNICAL QUESTIONNAIRE
- ANNEXURE C HEALTH AND SAFETY QUESTIONER

:

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RFP FOR THE STEEL/ METAL WORK: DESIGN, SUPPLY AND INSTALL WORKBENCHES AND PRESSURE VESSELS FOR A PERIOD OF SIX MONTHS

Section 1 : NOTICE TO BIDDERS

1 PROPOSAL REQUEST INVITATION TO BID

Responses to this RFQ [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent** or **Bidder**].

DESCRIPTION	STEEL/METAL WORK:DESIGN, SUPPLY AND INSTALL WORKBENCHES AND PRESSURE VESSELS FOR A PERIOD OF SIX MONTHS
BID FEE AND BANKING DETAILS	This RFP is issued free of charge.
INSPECT / COLLECT DOCUMENTS FROM	THE SECRETARIANT TRANSNET FREIGHT RAIL ACQUISITION COUNCIL GROUND FLOOR TENDER OFFICE INYANDA HOUSE 1 21 WELLINGTON ROAD PARKTOWN
ISSUE DATE AND COLLECTION DATE DEADLINE	Between 09:00 and 15:00 from 03 th October Friday 2014 until 13 th October 2014.
COMPULSORY/NON COMPULSORY BRIEFING SESSION	Yes Refer to paragraph Error! Reference source not found. for details.
CLOSING DATE	Friday 14th October 2014 10H00 am Central African Time Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.

Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.

2 PROPOSAL SUBMISSION

Proposals must be submitted in a sealed envelope addressed as follows:

The Secretariat, Transnet Acquisition Council
TRANSNET FREIGHT RAIL
ACQUISITION COUNCIL
GROUND FLOOR
TENDER BOX
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN

RFP No: HOAC-HO-15655

Description: SUPPLY OF STEEL/METAL WORK: DESIGN, SUPPLY AND INSTALL OF WORKBENCHES AND PRESSURE VESSELS FOR A PERIOD OF SIX MONTHS

Closing address

14th October 2014 10H00 am African Central Time

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

3 DELIVERY INSTRUCTIONS FOR RFQ

3.1 Delivery by hand

If delivered by hand, the envelope must be deposited in the Transnet tender box which is located at, and must be addressed as follows:

THE SECRETARIAT, Transnet Acquisition Council
TRANSNET FREIGHT RAIL
ACQUISITION COUNCIL
GROUND FLOOR
TENDER BOX
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN

- a) The measurements of the "tender slot" are 400mm wide x 100mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 2 above.
- b) It should also be noted that the above tender box is located at the street level outside the main entrance in Commissioner Street and is accessible to the public 24 hours a day, 7 days a week.

3.2 Dispatch by courier

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

THE SECRETARIAT, Transnet Acquisition Council
TRANSNET FREIGHT RAIL
ACQUISITION COUNCIL
GROUND FLOOR
TENDER BOX
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN

- 3.3 If responses are not delivered as stipulated herein, such responses will not be considered.
- 3.4 No email or faxed responses will be considered, unless otherwise stated herein.
- 3.5 The responses to this RFQ will be opened as soon as possible after the closing date and time.
- 3.6 Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
- 3.7 Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.

4 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

Transnet fully endorses and supports the Government's objective of Broad-Based Black Economic Empowerment and it is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.

Transnet would therefore prefer to do business with enterprises who share these same values and who are prepared to contribute to meaningful B-BBEE initiatives [including, but not limited to subcontracting and Joint Ventures] as part of their tendered responses. All procurement transactions will be evaluated accordingly.

4.1 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 that the following preference point systems are applicable to all bids:

- the **90/10** system for requirements with a Rand value above R1 000 000 (all applicable taxes included).
- Bidders are to note that if the 80/20 preference point system is stipulated in this RFP and all Bids received exceed R1 000 000.00, the RFP must be cancelled. Similarly, if the 90/10 preference point system is stipulated in this RFP and all Bids received are equal to or below R1 000 000.00, the RFP must be cancelled.

The value of this bid is estimated to be below R1000 000 (all applicable taxes included) OR exceed R1 000 000 (all applicable taxes included); and therefore the **90/10** system shall be applicable. When Transnet invites prospective suppliers to submit Proposals for its various expenditure programmes, it requires Respondents to have their B-BBEE status verified in compliance with the Codes of Good Practice issued in terms of the Broad Based Black Economic Empowerment Act No. 53 of 2003.

The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a one year transitional period starting 11 October 2013. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 10 October 2014. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

Respondents are required to complete Annexure A [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFP will result in a score of zero being allocated for B-BBEE.

4.2 B-BBEE Joint Ventures or Consortiums

Respondents who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

Respondents are to note the requirements for B-BBEE compliance of JVs or consortiums as required by Annexure A [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate for the JV or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.

4.3 Subcontracting

Transnet fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators¹.

If contemplating subcontracting, please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Proposal that such Respondent intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to an entity/entities that do not qualify for at least the same points that the Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

In terms of Annexure A of this RFP [the B-BBEE Preference Point Claim Form] Respondents are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-contractor/s.

5 COMMUNICATION

5.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted submitted to [Julias.Moeti@transnet.net] before **12:00 on 10th October 2014**, substantially in

¹The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans' Association (SANMVA) has been designated as a B-BBEE Facilitator. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.

the form set out in Section 12 hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFP documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with the **correct** contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.

5.2 After the closing date of the RFQ, a Respondent may only communicate with the Secretariat of the Transnet Acquisition Council, at telephone number 011 484 9486, email TAC **Prudence.Nkabinde@transnet.net** or facsimile number 011 774 9760 on any matter relating to its RFP Proposal.

5.3 Respondents are to note that changes to its submission will not be considered after the closing date.

Respondents are warned that a Proposal will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

6 INSTRUCTIONS FOR COMPLETING THE RFP

6.1 Proposals must be submitted in duplicate hard copies [1 original and 1 copy] and must be bound.

6.2 Sign one set of original documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set must be a copy of the original signed Proposal.

6.3 Both sets of documents are to be submitted to the address specified in paragraph 3 above.

6.4 A CD copy of the RFP Proposal must be submitted. Please provide files in MS Word / Excel format, not PDF versions, noting that the signed original set will be legally binding.

6.5 **All returnable documents tabled in the Proposal Form [Section 4] must be returned with your Proposal.**

6.6 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFQ shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

6.7 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

7 COMPLIANCE

The successful Respondent [hereinafter referred to as the **Supplier**] shall be in full and complete compliance with any and all applicable laws and regulations.

8 DISCLAIMERS

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 Proposals. In particular, please note that Transnet reserves the right to:

8.1 modify the RFQ's Goods and request Respondents to re-bid on any such changes;

- 8.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 8.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 8.4 not necessarily accept the lowest priced Proposal or an alternative bid;
- 8.5 reject all Proposals, if it so decides;
- 8.6 withdraw the RFQ on good cause shown;
- 8.7 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 8.8 award a contract for only a portion of the proposed Goods which are reflected in the scope of this RFQ;
- 8.9 split the award of the contract between more than one Supplier; or
- 8.10 make no award of a contract.

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been found guilty 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 declare such serious breach of law during the past 5 [five] years in Section 11 [Breach of Law].

Furthermore, Transnet reserves the right to visit the Respondent's place of manufacture and/or workshop and/or office premises during this RFQ process.

Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFQ document.

Transnet reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

Kindly note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.

9 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.

Transnet urges its clients, suppliers and the general public

to report any fraud or corruption to

TIP-OFFS ANONYMOUS: 0800 003 056

RFQ FOR DESIGN,SUPPLY AND INSTALL WORKBENCHES AND PRESSURE VESSELS FOR A PERIOD OF SIX MONTHS NATIONAL**Section 2 : BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS****1 BACKGROUND**

TFR has a number of Radio Workshop and Telemeter Charger Room facilities countrywide. The Radio workshop are facilities that are used by the technicians to do repairs and maintenance of TFR' s radio and telemetry equipment while the telemeter charger rooms are used as telemeter testing facilities where the telemeter are kept and charged.

TFR has embarked on a project to upgrade all the radio workshops and telemeter charger rooms facilities countrywide this in an effort to furnish the workshops and charger rooms facilities with reliable and durable / robust equipment to allow for ease testing and maintenance.

2 EXECUTIVE OVERVIEW

Whereas Transnet is seeking a partner(s) to provide solutions for its Design, Supply, and Install Workbenches and Pressure Vessels nationally, it also seeks to improve its current processes for providing these Goods to its end user community throughout its locations.

The selected Supplier(s) will share in the mission and business objectives of Transnet. These mutual goals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, Transnet and its Supplier(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow Transnet to reach higher levels of quality, service and profitability.

Specifically, Transnet seeks to benefit from this partnership in the following ways:

- 2.1 Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Supplier's economies of scale and streamlined service processes.
- 2.2 Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Supplier(s).
- 2.3 Transnet must receive proactive improvements from the Supplier with respect to supply of Goods and related processes.
- 2.4 Transnet's overall competitive advantage must be strengthened by the chosen Supplier's leading edge technology and service delivery systems.
- 2.5 Transnet end users must be able to rely on the chosen Supplier's personnel for service enquiries, recommendations and substitutions.
- 2.6 Transnet must reduce costs by streamlining its acquisition of Goods, including managed service processes on a Group basis.

3 SCOPE OF REQUIREMENTS

Refer to Annexure A (Scope of the tender document)

The following information shall be submitted with the tender bids:

1. A comprehensive proposal outlining the details of the work to be performed.
2. Drawing / Diagrams, dimensions weight and picture of the proposed workbenches and full specification of the pressure vessels.
3. A detailed statement of work with WBS elements and Quality Control Plan relating to the upgrade of facilities and installation

3.1

*Respondents must complete and submit **Annexure B – Technical Submission which includes a technical questionnaire.***

4 GREEN ECONOMY / CARBON FOOTPRINT

Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

5 GENERAL SUPPLIER OBLIGATIONS

- 5.1 The Supplier(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 5.2 The Supplier(s) must comply with the requirements stated in this RFQ.

6 "AS AND WHEN REQUIRED" CONTRACTS

- 6.1 Purchase orders will be placed on the Supplier(s) from time to time as and when Goods are required.
- 6.2 Transnet reserves the right to place purchase orders until the last day of the contract for deliveries to be effected, within the delivery period / lead time specified, beyond the expiry date of the contract under the same terms and conditions as agreed upon.
- 6.3 Delivery requirements may be stipulated in purchase orders and scheduled deliveries may be called for. However, delivery periods and maximum monthly rates of delivery offered by the Respondents will be used as guidelines in establishing lead times and monthly delivery requirements with the Supplier.
- 6.4 Where scheduled deliveries are required, the delivery period(s) specified must be strictly complied with, unless otherwise requested by Transnet. Material supplied earlier than specified may not be paid for or may be returned by Transnet, with the Supplier being held liable for all expenses so incurred, e.g. handling and transport charges.
- 6.5 If the delivery period offered by the Respondents is subject to a maximum monthly production capacity, full particulars must be indicated in Section 3 [*Pricing and Delivery Schedule*]
- 6.6 The Respondent must state hereunder its annual holiday closedown period [if applicable] and whether this period has been included in the delivery lead time offered:

6.7 Respondents are to indicate below the action that the Respondent proposes to take to ensure continuity of supply during non-working days or holidays and periods occupied in stocktaking or in effecting repairs to plant or in overhaul of plant which would ordinarily occur within the stated delivery lead time:

7 RETURN OF SURPLUS GOODS

Respondents are required to indicate whether they have a return policy in place (if so attach a copy):

YES		NO	
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Respondents are required to indicate a reasonable timeframe during which Transnet may return any surplus goods: _____

8 RESPONDENT'S SAMPLES

8.1 Respondents are required to submit samples of the Goods tendered for by it only in cases where Transnet has specifically requested samples. The sample(s) must be forwarded on or before the deadline date to the addressee hereunder:

.....

.....

.....

.....

The sample(s) must be clearly marked with the reference number of this RFQ and the names and addresses of both the Respondent and the manufacturer.

8.2 Failure to submit the sample(s) in due time may result in a Proposal being rejected. Proposals must under no circumstances be included in the package containing a sample(s).

8.3 The Respondents must state the following:

Has/have a sample(s) been submitted?	How and to whom forwarded?	Date of dispatch

9 PRE-PRODUCTION SAMPLES/PROTOTYPES

9.1 Only in cases when a pre-production sample(s) or prototype(s) is/are called for, the Respondent should state here the date required to deliver the necessary pre-production samples(s) or prototype(s) calculated as from the date of notification of acceptance of its Proposal by Transnet:

9.2 NB: Purchase Orders will be placed on the Supplier(s) only after the date of approval of the pre-production sample(s).

9.3 State the number of days/weeks/months after which delivery would commence subject to Transnet’s approval of the pre-production sample(s) or prototype(s), calculated as from the date of such approval:

10 MANUFACTURERS

The Respondents must state hereunder the actual manufacturer(s) of the Goods tendered for:

10.1 Local Manufacturer(s):

RFQ ITEM NO.	NAME	BUSINESS ADDRESS

10.2 Foreign Manufacturer(s):

RFQ ITEM NO.	NAME	BUSINESS ADDRESS

11 INSPECTION DETAILS

The Respondents must state the actual name(s) and address/addresses of the suppliers of the Goods for inspection purposes only:

11.1 Local Manufacturer(s)

RFQ ITEM NO.	NAME	BUSINESS ADDRESS

11.2 Foreign Manufacturer(s):

RFQ ITEM NO.	NAME	BUSINESS ADDRESS

12 IMPORTED CONTENT

The Respondents must state hereunder the value and percentage of the imported content as well as the country of origin in respect of each item tendered for:

RFQ ITEM NO / DESCRIPTION.	VALUE	% COST	COUNTRY OF ORIGIN

Note: Where more than one country is applicable to one item, the Respondents must furnish this information separately.

13 EXCHANGE AND REMITTANCE

The attention of the Respondents is directed to clause 16 *[Exchange and Remittance]* of the General Bid Conditions appended hereto. If Transnet is requested by the Respondent to effect payment overseas direct to the Respondent's principal or supplier, which is not a registered South African Company please complete the details below, using the rate of exchange published by the South African Reserve Bank 7 [seven] calendar days before the closing date of this RFQ:

13.1 ZAR 1.00 [South African currency] being equal to _____ *[foreign currency]*

13.2 _____ % in relation to tendered price(s) to be remitted overseas by Transnet

13.3 _____ *[Name of country to which payment is to be made]*

13.4 Beneficiary details:

Name *[Account holder]* _____

Bank *[Name and branch code]* _____

Swift code _____

Country _____

13.5 _____ *[Applicable base date of Exchange Rate used]*

Respondents are advised that should a contract be awarded for deliveries on an "as and when required" basis, any future remittance(s) to overseas principals/suppliers, as instructed above, will be based on the currency rate of exchange related to the contractual price of the Goods at that time.

Respondents should note that Transnet would prefer to receive fixed price offers expressed in South African Rand [ZAR].

14 EXPORT CREDIT AGENCY SUPPORTED FINANCE

In order to finance its payment obligations under a future contract where foreign transactions are involved, Transnet may consider raising debt financing [an **ECA Facility**] from one or more banks or financial institutions, with the benefit of export credit agency [**ECA**] credit support to be provided by an ECA.

Under such circumstances the successful Respondent will agree to undertake:

- a) to provide [and/or cause the Parent/OEM to provide, as applicable] to Transnet and the banks and financial institutions that may participate in the ECA Facility all such assistance as an importer of Goods and/or Services, which are eligible for ECA credit supported finance by an ECA, is generally required to provide for the purposes of obtaining ECA support;
- b) not to do or [as Supplier of the relevant eligible Goods or services] omit to do anything, which may adversely affect Transnet's prospects of qualifying for or, once obtained, maintaining ECA credit support by an ECA in respect of an ECA Facility.

All cost, expenses, charges and liabilities incurred by Transnet in establishing an ECA Facility with credit support from an Export Credit Agency, may be for the account of Transnet.

All cost, expenses, charges and liabilities incurred by Transnet in establishing an ECA Facility with credit support from an Export Credit Agency, would be for the account of Transnet.

15 NATIONAL RAILWAY SAFETY REGULATOR ACT

In compliance with the National Railway Safety Regulator Act, 16 of 2002, the successful Respondent [**the Supplier**] shall ensure that the Goods to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set out in Annexure (iv) [*Specifications and Drawings*] of this RFQ, and shall also adhere to railway safety requirements and/or regulations [as applicable]. Permission for the engagement of a subcontractor by the Supplier, as applicable, both initially and during the course of a contract, shall be subject to a review of the capability of the proposed subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organisation.

Accepted:

YES	
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NO	
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16 SERVICE LEVELS

16.1 An experienced national account representative(s) is required to work with Transnet’s procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.

16.2 Transnet will have quarterly reviews with the Supplier’s account representative on an on-going basis.

16.3 Transnet reserves the right to request that any member of the Supplier’s team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.

16.4 The Supplier guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:

- a) Random checks on compliance with quality/quantity/specifications
- b) On-time delivery

If the Supplier does not achieve this level as an average over each quarter, Transnet will receive a 1.5% [one and a half per cent] rebate on quarterly sales payable in the next quarter

16.5 The Supplier must provide a telephone number for customer service calls.

16.6 Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] days’ notice to the Supplier of its intention to do so.

Acceptance of Service Levels:

YES	
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NO	
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17 TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES

17.1 Respondents shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFQ process, to participate with Transnet in its continuous improvement initiatives to reduce the total cost of ownership [**TCO**], which will reduce the overall cost of transportation services and related logistics provided by Transnet’s operating divisions within South Africa to the ultimate benefit of all end-users.

Accepted:

YES	
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NO	
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If "yes", please specify details in paragraph 17.2 below.

17.2 Respondents must briefly describe their commitment to TCO and continuous improvement initiatives and give examples of specific areas and strategies where cost reduction initiatives can be introduced. Specific areas and proposed potential savings percentages should be included. Additional information can be appended to the Respondent's Proposal if there is insufficient space available below.

18 RISK

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by a Supplier, in relation to:

18.1 **Quality and specification of Goods delivered:**

Continuity of supply:

18.2 **Compliance with the Occupational Health and Safety Act, 85 of 1993:**

18.3 **Compliance with the National Railway Safety Regulator Act, 16 of 2002:**

19 REFERENCES

Please indicate below a minimum of three company names and contact details of previous and/or existing customers whom Transnet may contact to seek third party evaluations of your service levels:

NAME OF COMPANY	CONTACT PERSON	TELEPHONE

Please provide a minimum of three reference letters of previous and/or existing customers.

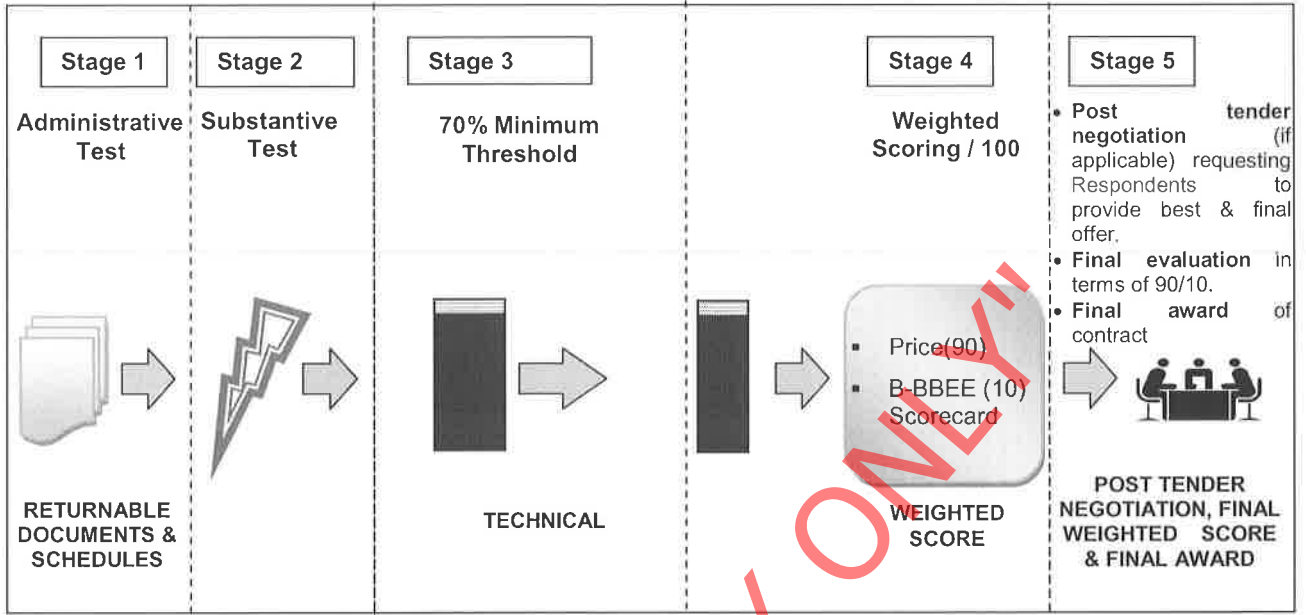
20 FINANCIAL STABILITY

Respondents are required to submit their audited financial statements for the past 3 years with their Proposal in order to enable Transnet to establish financial stability.

"PREVIEW COPY ONLY"

21 EVALUATION METHODOLOGY

Transnet will utilise the following methodology and criteria in selecting a preferred Supplier, if so required:



21.1 STAGE ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check
<ul style="list-style-type: none"> Whether the Bid has been lodged on time
<ul style="list-style-type: none"> Entity's financial stability <i>Audited financial statements,</i>

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

21.2 STAGE TWO: Test for Substantive Responsiveness to RFP

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

Check for substantive responsiveness
<ul style="list-style-type: none"> Whether the Bid contains a priced offer
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given
<ul style="list-style-type: none"> Whether any Technical pre-qualification set by Transnet have been met as follows:

21.3 STAGE THREE: Minimum Threshold of 70%% for Technical Criteria and Functional Requirements

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

The following applicable values will be utilised when scoring each criterion mentioned above:

Points	Interpretation
1	Poor
2	Average
3	Good
4	Very good
5	Excellent

21.4 STAGE FOUR: Evaluation and Final Weighted Scoring

a) **Price Criteria** [Weighted score 90 points]:

Evaluation Criteria	RFP Reference
• Commercial offer	<i>Section 3</i>

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

$$PS = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Score for the Bid under consideration

Pt = Price of Bid under consideration

$Pmin$ = Price of lowest acceptable Bid

b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 10 points]

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form [*Annexure A*]

Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table in Annexure A, paragraph 4.1 of this RFP.

RFP FOR THE DESIGN, SUPPLY AND INSTALL WORKBENCHES AND PRESSURE VESSELS FOR A PERIOD OF SIX MONTHS NATIONAL.

Section 3 : PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the table below:

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate a like for like comparison, bidders must submit quotes strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non responsive.
- c) Quantities given are estimates only. Any orders resulting from this RFP will be on an "as and when required" basis.
- d) Prices quoted should include deliveries to various site of deployment.
- e) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- f) Prices quoted must be held valid for a period of 90 days from closing date of this RFQ
- g) Where a Respondent's price(s) includes imported content, the rate of exchange to be used must be the currency's rate published by the South African Reserve Bank 7 [seven] calendar days prior to the closing date of this RFQ:
Currency rate of exchange utilised: _____
- h) Manufacturing and delivery lead time calculated from date of receipt of purchase order: _____ weeks
- i) Respondents are to indicate whether prices quoted would be subject to adjustment after a period of 12 months, and if so which proposed adjustment formula would be utilised

MANDATORY RETURNABLE DOCUMENTS	Submitted [Yes/No]
SECTION 2 : Background, Overview and Scope of Requirements	
SECTION 3.: Pricing and Delivery Schedule	
ANNEXURE B Technical Submission/Questionnaire Clause by Clause Questioner	
ESSENTIAL RETURNABLE DOCUMENTS	
ANNEXURE C : Health and Safety file, to be submitted	

Failure to provide all the mandatory Returnable Documents may result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.



CAPITAL PROGRAM (TELECOMMUNICATIONS)

ANNEXURE A: SCOPE OF THE TENDER

Steel/ Metal Work: Design, Supply and Install Workbenches and Pressure Vessels

Author: Chief Engineering Technician Thandeka Ganzin
Capital Program (Telecoms)

A handwritten signature in black ink, appearing to read 'T. Ganzin', written over a horizontal dotted line.

Approved by: Senior Technologist Phehello Makoa
Capital Program

A handwritten signature in black ink, appearing to read 'P. Makoa', written over a horizontal dotted line.

Date: 11 August 2014

Circulation Restricted To:

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1. Scope

1.1. The suppliers are to submit proposals of the workbench designs for the radio workshops and the telemeter charger facilities to TFR for review and approval, once approved the first bench of each type (workshop and charger facilities) shall be manufactured for approval before full production is undertaken.

1.2. The radio workshop workbench:

1.2.1. The suppliers are to submit the following proposals for the radio workshop workbench:

- i. A two in one workbench proposal and;
- ii. A single unit workbench proposal;

1.2.2. The workbench/ es' shall;

1.2.2.1. Have a layer at a minimum two layers; one working top for the technicians and the other layer for placing the equipment (a minimum of 4 × communication service monitor shall be placed 260mm × 205mm; L × B next to each other);

1.2.2.2. Have a clamping bracket/ lip channel that will enable the two Telemeter Rear Unit to be mounted in an upright position;

1.2.2.3. Have a minimum of 10 holders on the bench where miniature electronic components can be stored;

1.2.2.4. Have an over-hang gantry fitted with double tube fluorescent;

1.2.2.5. Have 3 × 100mm cabinet drawers;

1.2.2.6. Have 10 × multiplug socket comprising of 10 × 3 pin socket and 10 × 2 pin socket outlet;

1.2.2.7. Have one adjustable lamp with magnifying glass; the lamp shall be mounted in a position that does not obstruct the working space of the technician;

1.2.2.8. The top layer of the bench shall be fitted with heavy duty, non-slip rubber mats; this to protect the surface of the bench from being damaged/ worn-off from heavy equipment placed on the top;

1.2.2.9. The workbench shall not be more than 1.6m in length and 1.8m in height;

1.2.2.10. For the two in one workbench item 1.2.2.1 to 1.2.2.8 shall apply.

1.3. The Telemeter charger room workbench must:

1.3.1. Be able to carry 10 Telemeter Rear Units mounted simultaneously; the Rear Unit weighs ±12.5 kg and the dimensions are 477mm × 276mm (H × W);

1.3.2. Have a clamping bracket/ lip channel that gives provision for ten Telemeter Rear Units to be mounted in an upright position;

1.3.3. Allow for the Telemeter Rear Units to be placed in the horizontal position on the surface of the bench.

Steel/ Metal Work: Design, Supply and Install Workbenches and Pressure Vessels

- 1.3.4. The bench shall be able to withstand 140 kg when the units are placed in either the upright position on the bench or when lying flat on the surface of the bench; two surfaces can be used to place telemeters (5 units per surface);
- 1.3.5. The surfaces of the bench shall be fitted with heavy duty, non-slip rubber mats; this to protect the surface of the bench from being damaged/ worn-off from heavy units placed on the top;
- 1.3.6. Have insert holes (180mm × 170mm; L × B respectively) on the bench for the Telemeter Rear Unit Chargers;
- 1.3.7. Have 10 × multiplug socket comprising of 10 × 3 pin socket and 10 × 2 pin socket outlet;
- 1.3.8. The workbench shall not be more than 1.6m in length and 1.8m in height.
- 1.4. Pressure Vessels/ Compressors**
- 1.4.1. The pressure vessel must comply with the technical specification for pressure vessels (Annexure A);
- 1.4.2. The pressure vessel must be quiet and the oil level must be clearly visible for ease of maintenance;
- 1.4.3. The supplier shall supply a high precision analogue meter; the meter must be pre-commissioned prior to the installations; the meter must be mounted on the pressure vessel and shall be able to display the same readings as that of the pressure vessel;
- 1.4.4. The supplier shall design and supply a lockable galvanised compressor frames where the pressure vessels will be secured;
- 1.4.5. The winning bidder is required to ensure that all pre-commission tests and other approvals are performed prior to installation and handover.
- 1.5. Delivery and Installation**
- 1.5.1. Delivery and installation shall be done over a period of 6 months;
- 1.5.2. The workbench for the radio workshops shall be delivered to locations/ areas provided (Appendix A); no upgrade/ installation is needed for the radio workshop facilities;
- 1.5.3. The Telemeter Charger Facilities shall be fully upgraded with new equipment, the winning bidder shall remove the old tables/ cabinets (where applicable) in the charging facility to create space for the new installation;
- 1.5.4. The Telemeter Charger Rooms shall be installed with the following equipment by the supplier:

Item	Equipment	Supplier	TFR
1.	Workbench	to supply	-
2.	Pressure Vessel	to supply	-
3.	Analogue High Precision Meter	to supply	-
4.	Pressure Vessel Frame	to supply	-

Steel/ Metal Work: Design, Supply and Install Workbenches and Pressure Vessels

5.	Portable Cab Unit	-	Will issue to supplier
6.	Mounting Bracket (Portable Cab Unit)	to supply	-
7.	GPS Radiator	-	Will issue to supplier
8.	Test Procedure Poster	to supply	-
9.	Name Plate	to supply	-

- 1.6. The winning bidder shall conduct safety meetings before work commences daily; the minutes for the safety talks must be signed and kept on the safety files for TFR to review;
- 1.7. The following information shall be submitted with the tender bids:
- i. A comprehensive proposal outlining the details of the work to be performed;
 - ii. Drawings/ diagrams, dimensions, weight and pictures of the proposed workbench and full specification of the pressure vessel;
 - iii. A detailed statement of work with WBS elements and Quality Control Plan relating to the upgrade of facilities and installations of pressure vessels;
 - iv. A detailed project schedule; assume 1st of November 2014 as the project start date;
 - v. List of previous projects and similar work undertaken with references;
 - vi. Health, Safety, Risk/Environment Management Plan;
 - vii. The company's organogram with detailed information of their technical capacity;
- 1.8. The bidders are required to submit a clause by clause compliance sheet for Annexure A and Annexure B documents, failure to submit will result to disqualification;
- 1.9. Compulsory site clarification meetings shall be held.

2. Schedule of Requirements

Items	Description	Quantity	Unit Price	Total (Excl. VAT)	Comments
1.	Radio Workshops				
1.1.	Single Unit Workbench	22			
1.2.	Two in one Workbench	22			
2.	Telemeter Charger Rooms				
2.1.	Single Unit Charger Bench	31			
2.2.	Installations	23			Some areas will have two benches that will be installed
2.3.	Pressure Vessels	44			The pressure vessel must be quite and oil level must be clearly visible.
2.4.	High Precision Analogue Meter	44			
2.5.	Compliance and Pre-commissioning Tests	44			
2.6.	Galvanized Pressure Vessel Frame	44			
2.7.	High Precision Analogue Meter	44			
2.8.	Mounting Bracket (Portable Cab Unit)	44			The bracket will be used to mount the Portable Cab Unit; see drawing S190-0079 for dimensions.
2.9.	Telemeter Room Name Plates	23			
2.10.	Test Procedure Poster	23			<ul style="list-style-type: none"> - A1 Poster in a durable laminated paper and frame - TFR will avail all the information that must be written on the Test Procedure Poster to the winning bidder
3.	Transport/ Delivery Costs	Per Km			Rate per km; must have personnel to offload the equipment to where required.

Appendix A: Areas/ Locations

No	Area	Radio Workshop Workbench Delivery	Charger Room Workbench Delivery & Installation	Pressure Vessels Delivery & Installation	Other Equipment for Telemeter Charger Facilities (Item 2.4 to 2.8 of the schedule of requirements) Delivery & Installation
1.	Sentrarand	1	1	1	1
2.	Kaserne	1	-	1	-
3.	Postmasburg	1	-	1	-
4.	East London	1	-	1	-
5.	Witbank	1	-	1	-
6.	Polokwane	1	-	1	-
7.	Standerton	1	-	1	-
8.	Kroonstad	1	2	2	1
9.	Beaufort West	1	1	2	1
10.	Erniele	1	-	1	-
11.	Vryheid	1	2	2	1
12.	Johannesburg	3 (2 double and one single)	-	1	-
13.	Pretoria	3 (2 double and one single)	-	1	-
14.	Port Elizabeth	3 (2 double and one single)	2	2	1
15.	Kimberly	3 (2 double and one single)	-	1	-
16.	Bayhead	3 (2 double and one single)	-	1	-
17.	Ladysmith	3 (2 double and one single)	-	1	-
18.	Belville	3 (2 double and one single)	1	2	1
19.	Bloemfontein	3 (2 double and one single)	2	2	1
20.	Nelspruit	3 (2 double and one single)	-	1	-
21.	Richardsbay	3 (2 double and one single)	-	1	-
22.	Saldanha	3 (2 double and one single)	-	1	-
23.	Newcastle	-	1	1	1
24.	Majuba	-	1	1	1
25.	City Deep	-	1	1	1
26.	Cato Ridge	-	1	1	1
27.	Lichtenburg	-	1	1	1

Steel/ Metal Work: Design, Supply and Install Workbenches and Pressure Vessels

28.	Krugersdorp	-	1	1	1	1
29.	Bethlehem	-	1	1	1	1
30.	Isando	-	1	1	1	1
31.	Masons Mill	-	1	1	1	1
32.	Point	-	1	1	1	1
33.	Rosemead	-	1	1	1	1
34.	Watervalboven	-	1	1	1	1
35.	Plet Retief	-	2	2	1	1
36.	Capital Park	-	2	2	1	1
37.	Coligny	-	2	2	1	1
38.	Springs	-	2	2	1	1
TOTAL		44	31	44	23	23

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ANNEXURE B

TECHNICAL SPECIFICATION

Design, Manufacture, Supply, Install and Commission the Pressure Vessels at Telemeter Charger Facilities and Radio Workshops

1. SCOPE

The scope of this project covers Transnet Freight Rail's (TFR) technical specification requirements for the design, manufacture, supply, install and commissioning of pressure vessels (pressure equipment) for telemeter testing at the various telemeter facilities and radio workshops countrywide.

2. MANDATORY REQUIREMENTS

The following regulation/publication/codes (latest edition) are applicable and shall be adhered to:

- 2.1 The Occupational Health and Safety Act – Act 85 of 1993, Pressure Equipment Regulations.
- 2.2 SANS 347:2012, Edition 2.

3. HEALTH AND SAFETY STANDARDS/ CODES OF CONSTRUCTION REQUIREMENTS

The following health and safety standards/codes of construction will be applicable and shall be adhered to:

- 3.1 ASME 8 DIV 1.
- 3.2 PD 5500.
- 3.3 RSA/CIF/OHSA-AA-BB.
- 3.4 EN 286 – 1.
- 3.5 As per Annexure A of SANS 347:2012, Edition 2.

4. DESIGN/SPECIFIC REQUIREMENTS

The pressure vessel is to be designed, manufactured and certified to comply with the following specific requirements:

- 4.1 Design Pressure: 1000 kPa.
- 4.2 Working Pressure: 850 kPa.
- 4.3 Hazard Category: II and above – categorized to figure 2 in SANS 347:2012, Edition 2.
- 4.4 Volume/Capacity: 24 cubic metres.
- 4.5 Vessel Thickness: as per health and safety standard/code of construction.
- 4.6 Design Temperature: as per health and safety standard/code of construction.
- 4.7 Corrosion Allowance: as per health and safety standard/code of construction (1mm).

- 4.8 Sockets: ASTM A 105 3000#.
- 4.9 Socket Thickness: as per health and safety standard/code of construction.
- 4.10 Corrosion Protection: Paint or hot dip galvanised.
- 4.11 Material of Construction: Boiler Plate.
- 4.12 Inspection Opening: 2 inch socket/plug inspection openings on either side of the shell – 180deg. Apart.
- 4.13 Compensation Pads/Doubling Plates: If vessel is manufactured in RSA – at support legs and handle.
- 4.14 Hoses and Metal Quick Release Couplings: The tenderer shall supply the specification data certificates for hoses and metal quick release couplings. Design pressure to be 1000 kPa.
- 4.15 Manufacturer's Data Name Plate: as stipulated in Pressure Equipment Regulations of Act 85, Regulation 9 – Pressure Equipment Marking.

5. MANUFACTURER'S CERTIFICATION/ DOCUMENTATION

- 5.1 The design of the pressure vessel must be carried out by the manufacturer in accordance with the Pressure Equipment Regulation of the Occupational Health and Safety Act, 1993 (Act no.85 of 1993) and SANS 347:2012, Edition 2.
- 5.2 Pressure vessels must be certified by a Government Approved Inspection Authority (AIA).
- 5.3 On completion a DATA BOOK (Certificate of manufacture countersigned by an approved inspection authority, test, compliance/drawings/material identification/welders qualification, etc.) must be issued for the pressure vessel manufactured in RSA.
- 5.4 The contractor shall be required to furnish three copies of the data book.
- 5.5 For pressure vessels imported, Pressure Equipment Regulation of Act 85, Regulation 5 – Duties of Importers and Suppliers must be adhered to. This includes conformity assessment. The conformity assessment review shall be countersigned by a Government Approved Inspection Authority from RSA.

6. PRE-COMMISSIONING INSPECTION CERTIFICATION/ DOCUMENTATION

- 6.1 Contractor shall be responsible for the pre-commissioning inspection and hydraulic pressure testing of all pressure vessels supplied.
- 6.2 Pre-commissioning inspection and hydraulic pressure test must be carried out by a Government Approved Inspection Authority (AIA), after pressure vessels are installed (on site) and before they are commissioned.
- 6.3 Hydraulic pressure test will be 1.25 times the design pressure.
- 6.4 All testing shall be witnessed by TFR.
- 6.5 Sign off shall be obtained from all parties.
- 6.6 **Issuing of AIA documentation and certification:**
 - 6.6.1 AIA accreditation certificate from Dept. of Labour.
 - 6.6.2 List of authorised pressure vessel inspectors on their schedule.
 - 6.6.3 SAQCC IPE Certificate of the authorised inspector carrying out the inspection.
 - 6.6.4 SANAS calibration certificate for their Test Pressure Gauge used to do the pressure test. Serial numbers must reflect on report.

- 6.6.5 Thickness meter calibration certificate.
- 6.6.6 NDT Certificate for the Technician if NDT was carried out.
- 6.6.7 The tenderer must submit a certified copy of each certificate.

6.7 Issuing of Fitness of Service Inspection/ Assessment Report for every Pressure Vessel. Report will contain the following:

- 6.7.1 Certificate of Continuance. Certificate must state fit for use/service for another 36 months and next hydraulic test/inspection due date.
- 6.7.2 Pre-commissioning Inspection/ Assessment Report.
- 6.7.3 Hydraulic Pressure Test Certificate.
- 6.7.4 Non-destructive test report if carried out.
- 6.7.5 Name/ Data plate details.
- 6.7.6 Photograph of Data Name plate.
- 6.7.7 Wall thickness measurements.
- 6.7.8 Photographs if taken.

6.8 Pressure and Safety Accessories

- 6.8.1 Safety valve test certificates to be supplied with the delivery of every pressure vessel.
- 6.8.2 The safety valves shall be pressure adjustable and set to blow off at 851 kPa.
- 6.8.3 The safety valves shall be kept locked, sealed or otherwise rendered inaccessible to any unauthorised person.
- 6.8.4 Safety valves must have serial numbers for identification purposes.
- 6.8.5 SANAS calibration certificates for all pressure gauges to be supplied with the delivery of every pressure vessel.
- 6.8.6 Unit of pressure gauge must be in Pascal's.
- 6.8.7 Pressure rating/range – 0 to 1500 kPa.
- 6.8.8 A red line indicating the working pressure of 850 kPa shall appear on the face of the gauge.
- 6.8.9 Pressure gauges must have serial numbers for identification purposes.

Compliance Sheet - Annexure A

Legend	Compliance		Comments
CF - Comply Fully CP - Comply Partially DNC - Do Not Comply Noted			
Item	Compliance	Explanation...	Comments
1. Scope	CP		
1.1.			
1.2. The Radio Workshop Workbench:			
1.2.1			
1.2.2			
1.2.2.1			
1.2.2.2			
1.2.2.3			
1.2.2.4			
1.2.2.5			
1.2.2.6			
1.2.2.7			
1.2.2.8			
1.2.2.9			
1.2.2.10			

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1.3. The Telemeter Charger Room Workbench Must:		
1.3.1		
1.3.2		
1.3.3		
1.3.4		
1.3.5		
1.3.6		
1.3.7		
1.3.8		
1.4. Pressure Vessels/ Compressors		
1.4.1		
1.4.2		
1.4.3		
1.4.4		
1.4.5		
1.5. Delivery and Installation		
1.5.1		

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1.5.2			
1.5.3			
1.5.4			
1.6.			
1.7.			
1.8.			
1.9.			
1.10.			
2. Schedule of Requirements			

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Compliance Sheet - Annexure B

Legend
 CF - Comply Fully
 CP - Comply Partially
 DNC - Do Not Comply
 Noted

Item	Compliance	Comments
1. Scope		
2. Mandatory Requirements		
2.1.	CP	Explanation...
2.2.		
3. Health and Safety Standards/ Code of Construction Requirements		
3.1.		
3.2.		
3.3.		
3.4.		
3.5.		
4. Design/ Specific Requirements		
4.1.		
4.2.		
4.3.		

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4.4.			
4.5.			
4.6.			
4.7.			
4.8.			
4.9.			
4.10.			
4.11.			
4.12.			
4.13.			
4.14.			
4.15.			
5. Manufacture's Certificate/ Documentation			
5.1.			
5.2.			

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5.3.			
5.4.			
5.5.			
6. Pre-Commissioning Inspection Certification/ Documentation			
6.1.			
6.2.			
6.3.			
6.4.			
6.5.			
6.6. Issuing of AIA documentation and Certification			
6.6.1			
6.6.2			
6.6.3			
6.6.4			
6.6.5			

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6.6.5			
6.6.7			
6.7. Issuing of Fitness of Service Inspection/ Assessment Report for every Pressure Vessel. Report will contain the following:			
6.7.1			
6.7.2			
6.7.3			
6.7.4			
6.7.5			
6.7.6			
6.7.7			
6.7.8			
6.8. Pressure and Safety Accessories			
6.8.1			
6.8.2			
6.8.3			

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6.8.4			
6.8.5			
6.8.6			
6.8.7			
6.8.8			
6.8.9			

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Returnable documentation with Tenderer SHE Management System Questionnaire

This questionnaire is part of the TFR tender evaluation process and is to be completed by all Tenderer's and submitted with their tender offer. The objective of the questionnaire is to provide an overview of the status of the Tenderer's SHE management system. Tenderer's will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. The tender warrants that the information provided below is accurate and correct. The tenderer shall advise TFR of any changes.

TFR may verify the accuracy of this information (where necessary) during the physical visit as part of the tender evaluation.

The information provided in this questionnaire is an accurate summary of the company's SHE management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
Tenderer SHE Management System Questionnaire	Yes	No
1. SHE Policy and Management		
- Is there a written company SHE policy? - If yes provide a copy of the policy (ANNEXURE #)		
- Does the company have an SHE Management system e.g NOSA, OHSAS, IRCA System etc - If yes provide details		
- Is there a company SHE Management System, procedures manual or plan? - If yes provide a copy of the content page(s)		
- Are the SHE responsibilities clearly identified for all levels of Management and employees? - If yes provide details		
2. Safe Work Practices and Procedures		
- Are safe operating procedures or specific safety instructions relevant to its operations available?		

- If yes provide a summary listing of procedures or instructions		
- Is there a SHE incident register? If yes provide a copy		
- Are Risk Assessments conducted and appropriate techniques used? - If yes provide details		
3. SHE Training		
Describe briefly how health and safety training is conducted in your company:		
- Is a record maintained of all training and induction programs undertaken for employees in your company? - If yes provide examples of safety training records		
4. SHE Workplace Inspection		
- Are regular health and safety inspections at worksites undertaken? -If yes provide details		
- Is there a procedure by which employees can report hazards at workplaces? - If yes provide details		
5. SHE Consultation		
- Is there a workplace SHE committee?		
- Are employees involved in decision making over SHE matters? - If yes provide details		
- Are there appointed SHE representatives? - Comments		
6. SHE Performance Monitoring		
- Is there a system for recording and analysing health and safety performance statistics including injuries and		

incidents? - If yes provide details		
- Are employees regularly provided with information on company health and safety performance? - If yes provide details		
Is company registered with workmen's compensation and up to date? - If yes provide proof of letter of good standing		
- Has the company been fined or convicted of an occupational health and safety offence? - If yes provide details		

Safety Performance Report

Monthly DIFR for previous months

Previous Year	No of Disabling Injuries	Total Number of employees	DIFR per month
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

DIFR = Number of Disabling injuries x 200000 divided by number of manhours worked for the period

=====
 Signed
 (Tenderer)

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. GENERAL CONDITIONS

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6. A bid may be disqualified if –
- a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
 - b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. DEFINITIONS

- 2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **"sub-contract"** means the primary contractor's assigning, leasing, 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.

3. The stipulated minimum threshold(s) for local production and content (refer to annex a of sats 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %

_____ %

4. Does any portion of the services, works or goods offered have any imported content?
(Tick applicable box)

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

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)**

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/jp.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity), the
following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (ii) the declaration templates have been audited and certified to be correct.
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____
WITNESS No. 1 _____ **DATE:** _____
WITNESS No. 2 _____ **DATE:** _____

Annex C

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

(C1) Tender No.
(C2) Tender description:
(C3) Designated product(s)
(C4) Tender Authority:
(C5) Tendering Entity name:
(C6) Tender Exchange Rate:
(C7) Specified local content %

Pula GBP

Tender item no's	List of items	Calculation of local content				Tender summary					
		Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B _____

Date: _____

(C20) Total tender value	R 0
(C21) Total Exempt imported content	R 0
(C22) Total Tender value net of exempt imported content	R 0
(C23) Total Imported content	R 0
(C24) Total local content	R 0
(C25) Average local content % of tender	

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. _____
 (D2) Tender description: _____
 (D3) Designated Products: _____
 (D4) Tender Authority: _____
 (D5) Tendering Entity name: _____
 (D6) Tender Exchange Rate: _____ Pula _____

Note: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

A. Exempted imported content

Tender Item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted Imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Tender Item no's	Description of imported content	Unit of measure	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total Imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total Imported value by tenderer										R 0	

C. Imported by a 3rd party and supplied to the Tenderer

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of Imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity Imported	Total Imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total Imported value by 3rd party										R 0	

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Summary of payments
			Foreign currency value paid	Tender Rate of Exchange	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					R 0

Signature of tenderer from Annex B _____

Date: _____

(D53) Total of Imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

This total must correspond with Annex C - C 23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	<input type="text"/>
(E2)	Tender description:	<input type="text"/>
(E3)	Designated products:	<input type="text"/>
(E4)	Tender Authority:	<input type="text"/>
(E5)	Tendering Entity name:	<input type="text"/>

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased (E6)	Local suppliers (E7)	Value (E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

LOCAL CONTENT THRESHOLD

In terms of section 9(1) of the Preferential Procurement Regulations, 2011, and the Instruction Note issued by National Treasury on the "Invitation and Evaluation of Bids based on a stipulated minimum threshold for local content and production for the **furniture products** Sector", Transnet is required to set a stipulated minimum threshold be set for this RFQ.

3.1 Local Content Threshold

A Local Content threshold of **85%** [Eighty Five percent] will be required for all Goods to be manufactured by a successful Respondent.

For further guidance with regard to the determination of "Local Content", Respondents must refer to the following documentation:

- SABS approved technical specification number SATS 1286:2011
- Guidance on the calculation of Local Content

[available on the DTI website: <http://www.thedti.gov.za>]

The regulatory and mandatory RFQ Annexures, which must be completed by all Respondents in order to declare Local Content, are as follows:

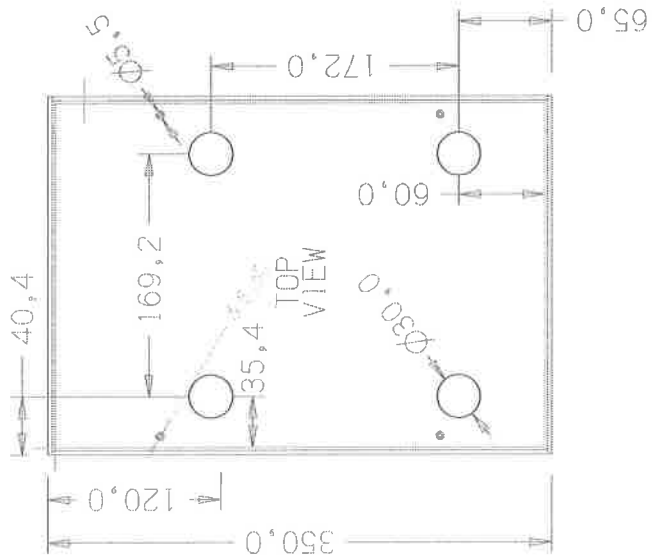
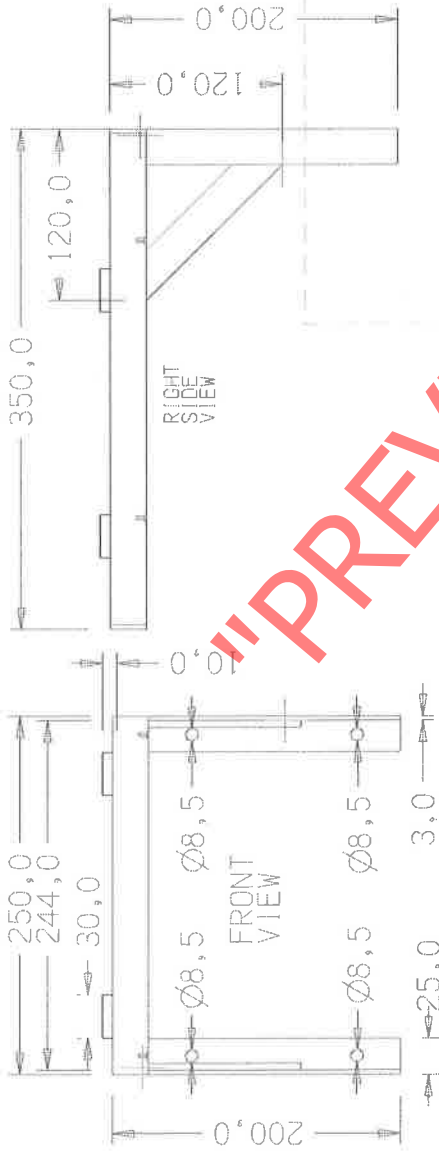
- Annexure B – Declaration Certificate for Local Production and Content [SBD 6.2]
- Annexure C – Local Content Declaration: Summary Schedule

Annexures D and E are Supporting Schedules to Annexure C. They are named as follows:

ESSENTIAL REQUIRED DOCUMENTATION

- Annexure D – Imported Content Declaration: Supporting Schedule to Annexure C
- Annexure E – Local Content Declaration: Supporting Schedule to Annexure C

After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid. Declarations D and E should be kept by Respondents for verification purposes for a period of at least 5 years. The successful Respondent is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.



Notes:

- All Holes in metal will be countersunked.
- Metal frame will be black powder coated.
- Wooden (18mm plywood) inlay (250x10,350-10)mm will be sanded and painted with two coats of gray paint.
- Mounting of Portable unit onto wood will be with Rubber mounts between Portable unit and wooden panel.
- Portable unit's metal work stay's standard.



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DIMENSIONS : mm
 TOLERANCE : LIN ±01 ANG ±01
 MATERIAL : 25x3 L channel
 VERSION INFO: Ver 1.00 Powder coated black.

DD REF : CDD
 CP REF : 2012/07
 DRAWN : MSE/ITT
 DESIGN : NB/ITT
 CHECKED : NB
 DRAWN : 2012/06/29
 EDIT : 2012/07/25

DATE : 2012/

APPROVED

AUTHORISED



Drw No 5190-0079

VERSION 1.02

A4