



**TRANSNET FREIGHT RAIL RME**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No RME 136/2014**

**FOR THE SUPPLY OF: SUPPLY AND INSTALL OF TWO HEAVY DUTY ROAD  
WEIGHBRIGDES**

**FOR DELIVERY TO: ELANDSFONTEIN**

**ISSUE DATE: 23-29 May 2014**

**CLOSING DATE: 03 June 2014**

**CLOSING TIME: 12:00**

**Section 1**  
**NOTICE TO BIDDERS**

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

**METHOD:** Tender Box

**CLOSING VENUE:** The office of the Secretariat,  
Reception  
Ground Floor  
Main Building  
Cnr Jet Park and North Reef Road  
Elandsfontein

**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 **60%**
- Proposals will be evaluated on price which will be allocated 80 or 90 points and preference which will be allocated 20 or 10 points, dependent on the value of the Services.
- The 80/20 preference point system applies where the acquisition of the 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 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: Sithembele Baraza

Email: Sithembele.Baraza@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 011 308 3528

Email TAC.SECRETARIAT@transnet.net

#### 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.

#### 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 60%: Compliance to specification / quality, previous performance, delivery lead-time
- 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

<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.

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 \_\_\_\_\_.

#### 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:

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]	

- 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	
- SECTION 3 : Standard Terms and Conditions of Contract for the Supply of 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]	

Returnable Documents	Submitted [Yes or No]
- A signed letter from Respondent's auditor or accountant confirming most recent annual turnover figures	
ANNEXURE A – B-BBEE Preference Points Claim Form	

"PREVIEW COPY ONLY"

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

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



**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 afresh and/or having to accept any less favourable offer.

**Price Schedule**

I/We quote as follows for the goods required, on a "delivered nominated destination" basis, excluding VAT: **See attached annexure A for scope of work and annexure B for pricing schedule**

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 : 30 days**

**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.

### 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.

#### 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 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.

## **8 TERMINATION OF ORDER**

8.1 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.

- 8.2 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.
- 8.3 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.
- 8.4 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.

## **9 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.

## **10 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.

## **11 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.

## **12 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.

**13 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.

**14 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.

**15 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.

**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: \_\_\_\_\_

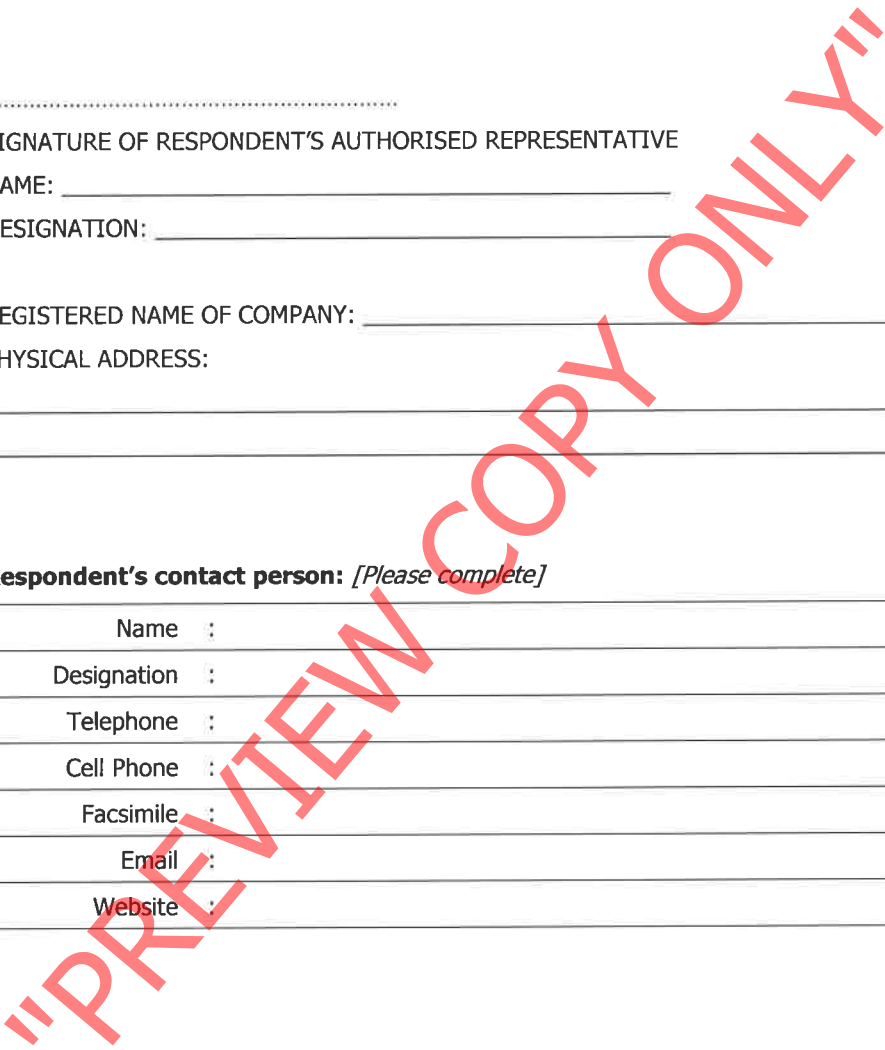
DESIGNATION: \_\_\_\_\_

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 [✓]	CC	Trust	Pty Ltd	Limited	Partnership	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						

Respondent's Signature

Date & Company Stamp

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:*

<b>Name</b>		<b>Designation</b>	
<b>Signature</b>		<b>Date</b>	



**ANNEXURE A**

# Scope of Work

## Works Information

The contractor is required to supply, deliver and install two new weighbridges and to remove the existing weighbridge as described in this contract. All excavations and breaking out of concrete shall be the contractor responsibility. The contractor is also responsible for all necessary provisions to ensure that all work is done to specification.

### 1. Description of the works

The contractor is to decommission and store/dispose of the existing weighbridge as per Project manager's instructions. Supply and install of two heavy duty road weighbridges. Including the design of foundation, painting, delivery, installation, test, calibration and commissioning, specified as follows:-

Deck/Platform size	:	22m x 4m
Capacity	:	60 ton
Point Loading	:	Maximum of three axles @ 1375mm centres with a maximum of 20 ton per double wheel axle
Division size	:	60 – 100 ton = 50kg
Type of design	:	Full Electronic load cell design
Profile	:	350mm
Type of installation	:	Above surface, low profile
Instrumentation	:	Digital indicator
	:	Personal Computer
	:	Dot Matrix printer
	:	Standard Weighbridge Data Processing Software package compatible to Windows Surge Protection System

### 1.2 FOUNDATIONS

By others.

### 1.3 CONTROL ROOM

By others

### 1.4. DESCRIPTION OF EQUIPMENT

#### 1.4.1 DIGITAL INDICATOR

Electronic indicator to be housed in a dust-proof steel enclosure. The printed circuit boards to be interchangeable and the unit must be completely protected against Radio Frequency Interference (RFI) and Electromagnetic interference (EMI). The instrument shall be calibrated remotely via a keyboard which allows for efficient testing and commissioning.

#### **1.4.2 PERSONAL COMPUTER**

Intel Core 2 Duo E7500 Processor 2.93GHz with 3MB Cache / 1066MHz Front Side Bus  
(Advancement Processor replacement )  
Intel® G41 Chipset (Replacement - Advancement)  
Integrated High Definition Audio  
Internal Speaker  
Intel Graphics Media Accelerator X4500 (Replacement - Advancement)  
Integrated 10/100/1000 Ethernet NIC  
2 x PCI Slots  
1 x PCIe Slots  
4 x USB Slots at Rear  
2 x USB at Front  
2 x SATA connectors on motherboard  
Windows 7 Professional 32bit

Lenovo USB Preferred Pro Full Size Keyboard - US Euro  
Lenovo USB Optical Mouse

Securi Lock  
Red Octopus Plug (CPU and monitor to connect to single red power)  
Transnet Software Image Installed  
Transnet Asset Tag with unique number  
3 Year Onsite NBD response Warranty

DVD-RW Drive  
No Stiffy  
1 x 2GB PC3-8500 DDR3-1066 UDIMM (Upgradable to 4GB, 2 slots available)  
Lenovo 320GB 7200 rpm Serial ATA Hard Drive (Upgradable to 1TB 7200 rpm Serial ATA Hard Drive)

2GB PC3-8500 DDR3-1066 UDIMM - M70e

Upgrade to Lenovo ThinkVision L2440p Wide (24.0-inch, VGA+DVI, 1920 x 1200)

Lenovo ThinkVision Soundbar (Compatible with L1951p,L2250p,L2440p)

Lenovo 512MB N VIDIA® GeForce® 310 DMS59 Dual-DVI, Dual-VGA Graphics Card

#### **1.4.3 PRINTER**

Okie Microline W320 with USB

#### **1.4.4 SOFTWARE PACKAGE (WINDOWS)**

Package to consist of the following:-

##### **1.4.4.1 Weighing Methods**

Gross, Tare & Nett

Gross only

Axle Weighing

Taring of vehicles (empty vehicle mass kept in memory for Nett weighing X Single weighing)

Viewing of Tare information

In-Loop vehicles (i.e.: vehicles which have been weighed once, but not yet completed the transaction to determine the nett weight)

Re-print ticket

#### 1.4.4.2 Data Base Information

Customer Data: Customer code and customer name, address, etc.

Product Data: Product code and product description

Haulier Data: Haulier code and haulier description

Note: Other Data Bases can be added.

#### 1.4.4.3 Reports

Customer Report: Dates of report (from when to when) per customer, reflecting products purchased / sold and hauliers used, i.e.: all individual transactions. Detailed / Summarised data including sub totals and totals of net mass for period specified.

Product Report: Date of report reflecting products per customer per haulier. Detailed / Summarised data including sub totals and totals of net mass for period specified.

Haulier Report : Date of report reflecting haulier per customer, per product. Detailed / Summarised data including sub totals and totals of net mass for period specified.

Deck Transactions Records.

Gross only Customer Reports / Operator Log: Summary of single gross weighments per customer (totals), operator log-on/log-off reports reflecting date, time and duration.

#### 1.4.4.4 Options

Address Options: Company details on print-outs, ie: legends.

Communication Port Settings: Allocation of computer ports.

Gross, Tare, Net Settings: Enable or disable certain information on the docket such as Customer Reference, General Comment, Driver Name, Transport Fee, Value, Cheque No., etc.

Gross Settings: Enable/disable weighing fee and value.

Page Size Settings: Enable standard A4 page size or half A4 sheet.

Weighing Unit Settings: Set weighing unit legends to correspond to various scale settings.

#### 1.4.4.5 Log On / Off

This comprises of various security options for various operator levels. Operators name may be programmed with pin numbers and the level of access. Operators may be added and deleted by the system supervisor.

#### 1.4.4.6 Printed Transactions

(A) Gross / Tare / Nett

A typical transaction will reflect the following:-

Transaction number

Customer, Product, Haulier

Truck Registration and trailer registration

Time and date

Customer reference

General comment

Drivers name

Transport costs / fee  
Value  
Cheque number  
Goods movement Inbound / Outbound  
Gross, Tare and automatically calculated Nett weights

(B) Gross Only  
Ticket Number  
Customer, product, haulier  
Truck registration  
Time and date  
Driver name  
Weighing fee  
Value

#### **1.4.4.7 Data Base Management**

Edit / delete old gross, tare and net records.  
Edit / delete old gross records.

#### **1.4.5 DECK**

To be all steel deck. According to SANAS requirements, a minimum gap of 5mm is allowed for on both ends of the weighbridge structure. To accommodate this requirement, the deck is trimmed by 10mm on both sides.

#### **1.4.6 LOAD CELLS**

Stainless steel, self-contained, analogue, canister load cell with an integrated lightning protection.

#### **1.4.7 PAINT SPECIFICATION**

As per attached EEAM-Q-008: TPT Corrosion Protection Standard Specification

#### **1.4.8 SURGE PROTECTION, MAINS FILTERING & UNINTERRUPTIBLE POWER SUPPLY**

Mains Filter (MF)

A 10 A Mains filter and surge suppression with a 25 nS response time and a max discharge current of 8 kA.

Uninterruptible Power Supply (UPS)

A 1000 VA UPS having an approximate backup time of 10-20 min and a pure sine wave output.

Heavy Duty Dataline Protection (Comms Filter)

Surge protection for the RS232 data lines with a 10 nS response time and a max discharge current of 10 kA.

#### **1.5. ACCURACY / RESOLUTION**

Accuracy and resolution to conform or exceed the requirements of the SANAS 10378 Trade Metrology division.

#### **1.6. DRAWINGS**

Designs to comply with SANS Specifications

**1.7. SPECIAL REQUIREMENTS**

**1.7.1 SURGE VOLTAGE / LIGHTNING PROTECTION**

Lightning protection to be designed in accordance with SANS specifications. Protection includes the necessary equi-potential earthing system (earth mat) and surge voltage protection kits for all load cells and data processing equipment.

Installation of the earth mat is to be installed in conjunction with the construction of the foundations. The earth mat to be common to all load cells, the mains power supply, control room roof and data processing instrumentation. install the surge voltage protection kits for load cells and weighbridge instrumentation.

**1.7.2 POWER REQUIREMENTS / UNINTERRUPTED POWER SUPPLY**

Earthing and surge voltage protection of the main power supply at the weighbridge control room is to be included. Power requirements to be standard 220vac supply available from a standard 3-socket wall plug in the control room.

**1.7.3 INSTALLATION, CALIBRATION & CERTIFICATION**

A total of 20 ton to be used to calibrate the weighbridge(s). The system to be perfectly linear and be as accurate at 40 ton.

**1.7.4 NATIONAL REGULATOR FOR COMPULSORY SPECIFICATIONS**

The weighbridge(s) to be certified in accordance with SANAS 10378 trade metrology regulations.

**2. Drawings**

Drawings are to be supplied by the winning bidder.

**3. Specifications**

Title	Date or revision	Tick if publicly available
SANAS 10378		

**4. Constraints on how the Contractor Provides the Works**

Due to the nature of the business at Transnet Freight Rail School of rail, any construction activities with excessive noise levels will have to take place after operating hours or during weekends.

**5. Requirements for the programme**

The Contractor shall include with his tender a preliminary program of construction. The program shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed. This

program must be accompanied by a detailed personnel composition and level of skills for every phase of the project.

## 6. Services and other things provided by the Employer

The Employer shall arrange for the supply of water and electricity to the proposed campsite. All costs for usage will be to the Contractor's account.

Item	Date by which it will be provided
Campsite	
Services (water & electricity)	

## 7. Procurement

### 7.1 The Contractor's Invoices

7.1.1 When the *Project Manager* certifies payment (see ECSC Clause 50) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

7.1.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.

7.1.3 The invoice states the following:

- Invoice addressed to Transnet Limited;
- Transnet Limited's VAT No: 4720103177;
- Invoice number;
- The *Contractor's* VAT Number; and
- The Contract number EFT34100002.

7.1.4 The invoice contains the supporting detail "Weighbridges for Kascon".

7.1.5 The invoice is presented by hand delivery.

7.1.6 Invoices submitted by hand are presented to:

TFR RME  
Cnr Jetpark & North Reef Roads  
Elandsfontein  
Johannesburg  
For the attention of the Contract Administrator

7.1.7 The invoice is presented as an original.

**ANNEXURE B**

**Price List**

Item no.	Description	Unit	Quantity	Rate	Price
1.1	<p>Supply and install of heavy duty road weighbridges. including The design of foundation, painting, delivery, installation, test, calibration and commissioning, specified as follows:-</p> <p>Deck/Platform size : 22m x 4m</p> <p>Capacity : 60 ton</p> <p>Point Loading : Maximum of three axles @ 1375mm centres with a maximum of 20 ton per double wheel axle</p> <p>Division size : 60 – 100 ton = 50kg</p> <p>Type of design : Full Electronic load cell design</p> <p>Profile : 350mm</p> <p>Type of installation : Above surface, low profile</p> <p>Instrumentation : Digital indicator</p> <ul style="list-style-type: none"> <li>: Personal Computer</li> <li>: Dot Matrix printer</li> <li>: Standard Weighbridge Data Processing Software package compatible to Windows Surge Protection System</li> </ul>	Sum	2		
1.2	DESCRIPTION OF EQUIPMENT				
1.2.1	<p>DIGITAL INDICATOR</p> <p>Electronic indicator to be housed in a dust-proof steel enclosure. The printed circuit boards to be interchangeable and the unit must be completely protected against Radio Frequency Interference (RFI) and Electromagnetic interference (EMI). The instrument shall be calibrated remotely via a keyboard which allows for efficient testing and commissioning.</p>	Sum	2		

1.2.2	<p>PERSONAL COMPUTER</p> <p>Intel Core 2 Duo E7500 Processor 2.93GHz with 3MB Cache / 1066MHz Front Side Bus (Advancement Processor replacement ) Intel® G41 Chipset (Replacement - Advancement) Integrated High Definition Audio Internal Speaker Intel Graphics Media Accelerator X4500 (Replacement - Advancement) Integrated 10/100/1000 Ethernet NIC 2 x PCI Slots 1 x PCIe Slots 4 x USB Slots at Rear 2 x USB at Front 2 x SATA connectors on motherboard Windows 7 Professional 32bit</p> <p>Lenovo USB Preferred Pro Full Size Keyboard - US Euro Lenovo USB Optical Mouse</p> <p>Securi Lock Red Octopus Plug (CPU and monitor to connect to single red power) Transnet Software Image Installed Transnet Asset Tag with unique number 3 Year Onsite NBD response Warranty</p> <p>DVD-RW Drive No Stiffy 1 x 2GB PC3-8500 DDR3-1066 UDIMM (Upgradable to 4GB, 2 slots available) Lenovo 320GB 7200 rpm Serial ATA Hard Drive (Upgradable to 1TB 7200 rpm Serial ATA Hard Drive)</p> <p>2GB PC3-8500 DDR3-1066 UDIMM - M70e</p> <p>Upgrade to Lenovo ThinkVision L2440p Wide (24.0-inch, VGA+DVI, 1920 x 1200)</p> <p>Lenovo ThinkVision Soundbar (Compatible with L1951p,L2250p,L2440p)</p> <p>Lenovo 512MB N VIDIA® GeForce® 310 DMS59 Dual-DVI, Dual-VGA Graphics Card</p>	Sum	2		
1.2.3	<p>PRINTER</p> <p>Okie Microline W320 with USB</p>	Sum	2		
1.2.4	<p>SOFTWARE PACKAGE (WINDOWS)</p> <p>Package to consist of the following:-</p>	Sum	2		



<p>1.2.4.1</p>	<p><b>Weighing Methods</b></p> <p>Gross, Tare &amp; Nett  Gross only  Axle Weighing  Taring of vehicles (empty vehicle mass kept in memory for Nett weighing X Single weighment)</p> <p>Viewing of Tare information  In-Loop vehicles (i.e.: vehicles which have been weighed once, but not yet completed the transaction to determine the nett weight)</p> <p>Re-print ticket</p> <p>Data Base Information  Customer Data: Customer code and customer name, address, etc.  Product Data: Product code and product description  Haulier Data: Haulier code and haulier description  Note: Other Data Bases can be added.</p> <p>Reports  Customer Report: Dates of report (from when to when) per customer, reflecting products purchased / sold and hauliers used, i.e.: all individual transactions. Detailed / Summarised data including sub totals and totals of net mass for period specified.</p> <p>Product Report: Date of report reflecting products per customer per haulier. Detailed / Summarised data including sub totals and totals of net mass for period specified.</p> <p>Haulier Report : Date of report reflecting haulier per customer, per product. Detailed / Summarised data including sub totals and totals of net mass for period specified.</p> <p>Deck Transactions Records.</p> <p>Gross only Customer Reports / Operator Log: Summary of single gross weighments per customer (totals), operator log-on/log-off reports reflecting date, time and duration.</p> <p>Options  Address Options: Company details on print-outs, ie: legends.  Communication Port Settings: Allocation of computer ports.  Gross, Tare, Net Settings: Enable or disable certain information on the docket</p>				
----------------	--	--	--	--	--

DUPLICATE COPY ONLY

1.3.5	<p>such as Customer Reference, General Comment, Driver Name, Transport Fee, Value, Cheque No., etc.</p> <p>Gross Settings: Enable/disable weighing fee and value.</p> <p>Page Size Settings: Enable standard A4 page size or half A4 sheet.</p> <p>Weighing Unit Settings: Set weighing unit legends to correspond to various scale settings.</p> <p>Log On / Off This comprises of various security options for various operator levels. Operators name may be programmed with pin numbers and the level of access. Operators may be added and deleted by the system supervisor.</p> <p>Printed Transactions (A) Gross / Tare / Nett A typical transaction will reflect the following:- Transaction number Customer, Product, Haulier Truck Registration and trailer registration Time and date Customer reference General comment Drivers name Transport costs / fee Value Cheque number Goods movement Inbound / Outbound Gross, Tare and automatically calculated Nett weights</p> <p>(B) Gross Only Ticket Number Customer, product, haulier Truck registration Time and date Driver name Weighing fee Value</p> <p>Data Base Management Edit / delete old gross, tare and net records. Edit / delete old gross records.</p> <p>DECK</p> <p>To be all steel deck. According to SANAS requirements, a minimum gap of 5mm is allowed for on both ends of the weighbridge structure. To accommodate this</p>				
-------	--	--	--	--	--

	requirement, the deck is trimmed by 10mm on both sides.				
1.3.6	<p>LOAD CELLS</p> <p>Stainless steel, self-contained, analogue, canister load cell with an integrated lightning protection.</p>				
1.3.7	<p>PAINT SPECIFICATION</p> <p>As per attached EEAM-Q-008: TPT Corrosion Protection Standard Specification</p>				
1.3.8	<p>SURGE PROTECTION, MAINS FILTERING &amp; UNINTERRUPTIBLE POWER SUPPLY</p> <p>Mains Filter (MF)</p> <p>A 10 A Mains filter and surge suppression with a 25 nS response time and a max discharge current of 8 kA.</p> <p>Uninterruptable Power Supply (UPS)</p> <p>A 1000 VA UPS having an approximate backup time of 10-20 min and a pure sine wave output.</p> <p>Heavy Duty Dataline Protection (Comms Filter)</p> <p>Surge protection for the RS232 data lines with a 10 nS response time and a max discharge current of 10 kA</p>				
1.4	<p>ACCURACY / RESOLUTION</p> <p>Accuracy and resolution to conform or exceed the requirements of the SANAS 10378 Trade Metrology division. No cost</p>	Sum	2	R0.01	
1.5	<p>Foundation design</p> <p>Designs to comply with SANS Specifications</p> <p>Design must submit on the day of award with no cost.</p>	Sum	2	R0.01	
1.6	SPECIAL REQUIREMENTS	Sum	2		
1.6.1	<p>SURGE VOLTAGE / LIGHTNING PROTECTION</p> <p>Lightning protection to be designed in</p>				

	<p>accordance with SANS specifications. Protection includes the necessary equipotential earthing system (earth mat) and surge voltage protection kits for all load cells and data processing equipment.</p> <p>Installation of the earth mat is to be installed in conjunction with the construction of the foundations. The earth mat to be common to all load cells, the mains power supply, control room roof and data processing instrumentation. install the surge voltage protection kits for load cells and weighbridge instrumentation.</p>				
1.6.2	<p><b>POWER REQUIREMENTS / UNINTERRUPTED POWER SUPPLY</b></p> <p>Earthing and surge voltage protection of the main power supply at the weighbridge control room is to be included. Power requirements to be standard 220vac supply available from a standard 3-socket wall plug in the control room.</p>				
1.6.3	<p><b>TEST, COMMISSIONING, CALIBRATION &amp; CERTIFICATIONS</b></p> <p>A total of 20 ton to be used to calibrate the weighbridge(s). The system to be perfectly linear and be as accurate at 40 ton.</p>				
1.6.4	<p><b>NATIONAL REGULATOR FOR COMPULSORY SPECIFICATIONS</b></p> <p>The weighbridge(s) to be certified in accordance with SANAS 10378 trade metrology regulations.</p>				
2.	Remove existing weighbridge	Sum	2		Rate only
3.	Warrant and Guarantee	Sum	2		
	2 year warrant 2 year Guarantee				
<b>The total of the Prices (excluding VAT):</b>					