



TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No TPG CON 014/2013

**FOR THE HIRE OF: EQUIPMENT AND ELECTRICAL TOOLS ON AN AS AND
WHEN REQUIRED BASIS**

FOR DELIVERY TO: BORDER AREA (EAST LONDON)

ISSUE DATE: 11 MARCH 2014

CLOSING DATE: 25 MARCH 2014

CLOSING TIME: 10:00

"PREVIEW COPY ONLY"

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: Post, Courier or Hand Deliver
CLOSING VENUE: SEE BELOW FOR CLOSING VENUE

Proposals must reach the Secretariat, Acquisition Council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

RFQ NO: TPG CON 014/2013
DESCRIPTION: HIRE OF EQUIPMENT AND ELECTRICAL TOOLS ON AN AS AND WHEN REQUIRED BASIS, FOR EAST LONDON
Closing date and time: 25 MARCH 2014 AT 10H00 Sharp
Closing address [Refer to options in Delivery Instructions to RFQ below]

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

1 DELIVERY INSTRUCTIONS FOR RFQ

1.1 Delivery by hand

If delivered by hand, the envelope is to be deposited in the Transnet Freight Rail (RME) Tender box which is located at the main entrance of Transnet Park, Robert Sobukwe Road, Bellville, and should be addressed as follows:

THE SECRETARIAT
ACQUISITION COUNCIL
TRANSNET PARK
TENDER BOX 3
ROBERT SOBUKWE ROAD
BELLVILLE 7535

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 above.

1.2 Dispatch by courier

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

THE SECRETARIAT
TRANSNET ACQUISITION COUNCIL
6TH FLOOR
TRANSNET PARK
ROBERT SOBUKWE ROAD
BELLVILLE 7535

Please note that this RFQ closes punctually at **10:00 on Tuesday 25 MARCH 2014**.

1. If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "NON-RESPONSIVE" and will be disqualified.
2. No email or facsimile responses will be considered, unless otherwise stated herein.
3. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
4. 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.

Envelopes must not contain documents relating to any RFQ other than that shown on the envelope

1 Responses to RFQ

Responses to this RFQ [**Quotations**] must not include documents or references 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 that the following preference point system is applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to 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.

If the value of this bid is estimated to be below R1000 000 (all applicable taxes included) and therefore the **80/20** 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 RFQ will result in a score of zero being allocated for B-BBEE.

[Refer clause 19 below for Returnable Documents required]

3 Communication

- a) 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.
- b) A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:
- Name: Thabisile Ndlovu Email: thabisile.ndlovu2@transnet.net
- c) Respondents may, also, at any time after the closing date of the RFQ, communicate with T Ndlovu on any matter relating to its RFQ response:
- Telephone: 021 940 1840

4 Tax Clearance

The Respondent's original and valid Tax Clearance Certificate must accompany the Quotation. Note that no business shall be awarded to any Respondent whose tax matters have not been declared by SARS to be in order.

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.

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

13 Transnet's supplier integrity pact

Transnet's Integrity Pact requires a commitment from suppliers and Transnet that they will not engage in any corrupt and fraudulent practices, anti-competitive practices; and act in bad faith towards each other. The Integrity Pact also serves to communicate Transnet's Gift Policy as well as the remedies available to Transnet where a Respondent contravenes any provision of the Integrity Pact.

Respondents are required to familiarise themselves with the contents of the Integrity Pact which is available on the Transnet Internet site [www.transnet.net/Tenders/Pages/default.aspx] or on request. Furthermore, Respondents are required to certify that they have acquainted themselves with all the documentation comprising the Transnet Integrity Pact and that they fully comply with all the terms and conditions stipulated in the Transnet Supplier Integrity Pact as follows:

YES	
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NO	
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Should a Respondent need to declare previous transgressions or a serious breach of law in the preceding 5 years as required by Annexure A to the Integrity Pact, such declaration must accompany the Respondent's bid submission.

14 Evaluation Criteria

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

Criterion/Criteria	Explanation
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 prequalification criteria
Functionality Threshold	As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as threshold with a prescribed percentage threshold of 60%: Availability and condition of equipment, quality plan, previous experience, capacity and ability to meet delivery schedule
Final weighted evaluation based on 80/20 preference point system as indicated in paragraph Error! Reference source not found.	<ul style="list-style-type: none"> Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated below:

-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12

¹ 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.

5	8
6	6
7	4
8	2
Non-compliant contributor	0

15 Validity Period

Transnet desires a validity period of 30 [thirty] days from the closing date of this RFQ.

This RFQ is valid until _____.

16 Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

17 Company Registration

Registration number of company / C.C. _____

Registered name of company / C.C. _____

18 Disclosure of Prices Quoted

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

YES NO

19 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 **Returnable Documents**, as detailed below.

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Failure to provide all these Returnable Documents at the Closing Date and time of this RFQ 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 Returnable Documents by so indicating [Yes or No] in the table below:

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 2 : Quotation Form Annexure A – Technical Evaluation Criteria	

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
<ul style="list-style-type: none"> - Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero for preference 	
<ul style="list-style-type: none"> - Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference 	
<ul style="list-style-type: none"> - 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 	
<ul style="list-style-type: none"> - Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party] 	
SECTION 2 : Quotation Form	
SECTION 3: Vendor Application Form	
<ul style="list-style-type: none"> • Original cancelled cheque or bank verification of banking details 	
<ul style="list-style-type: none"> • Certified copies of IDs of shareholder/directors/members [as applicable] 	
<ul style="list-style-type: none"> • Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC) 	
<ul style="list-style-type: none"> • Certified copies of the company's shareholding/director's portfolio 	
<ul style="list-style-type: none"> • Entity's letterhead 	
<ul style="list-style-type: none"> • Certified copy of VAT Registration Certificate [RSA entities only] 	
<ul style="list-style-type: none"> • Certified copy of valid Company Registration Certificate [if applicable] 	

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Section 2 QUOTATION FORM

I/We _____
hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard Terms and Conditions for the Supply of Goods or Services to Transnet [available on request]; 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, the 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.

Overview of the services

1. Scope of work

This contract covers the hire to Transnet Freight Rail of various items of Small Plant / Electrical Tools and Equipment on an as and when required basis for use at various construction sites in the Border area for a period of 24 months.

Items that would be required, but not limited to, are for example electric drills, skill saws, angle grinders, and most small electrically powered hand tools. Furthermore small plant items such as concrete mixer, compressors, water pumps, welding plants and general construction equipment would also form part of this contract.

Transnet Freight Rail reserves the right to award plant to different suppliers and not necessarily the whole contract to one supplier

2. Basis of hire

Prices tendered must be a daily rate and should include delivery to site.

Suppliers will be issued with an official Purchase Order on which the required hire period will be stipulated. Suppliers must restrain themselves from issuing equipment without an official Purchase Order as no payments will be effected for equipment without a Purchase order.

If and when required, equipment will be delivered to site within 1 days of the time the Supplier has been notified of the requirements.

It is a requirement of this tender that the equipment tendered for will be available as above. Should the Contractor not have the required equipment available, he shall obtain equipment from another source

at his own cost and provide it to Transnet within the required time at the same rate as was tendered for in his original tender.

3. Area of operation

The area of operation will be as and when required on various sites in the greater Border area.

4. Contract price adjustment factor

Please note that Contract Price will be fixed for the duration of the contract and that all increases in cost from whatsoever cause shall be at the Contractor's risk and all decreases in cost shall be to his benefit

5. Sufficiency of tender

The Contractor shall be held to have satisfied himself before quoting as to the correctness and sufficiency of his quotation and of the rates and prices stated in the schedule of quantities and prices. These rates and prices shall be sufficient and shall be deemed to cover all the Contractor's obligations under the contract and everything necessary for the proper completion and maintenance of the Works.

6. Use of equipment

Transnet reserves the right to use the equipment supplied in terms of clause 1 hereof while it is so supplied for its own purposes only, and the Contractor shall perform no work or service for himself or for any other party with such plant during the hours of duty defined, but shall perform only such work or service as directed by the Project Manager.

Supplier need to provide informal training on the correct and safe use of the equipment and also certification of training by the supplier's competent person on delivery of the equipment.

7. Fuelling, servicing and maintenance

Maintenance, servicing and mechanical repairs of the equipment, including all adjustments necessary to keep the plant and equipment in an operational condition arising from normal wear and tear, are included in the Agreement and shall be provided by the Contractor at its own cost and in his own time.

When plant is paid for on a daily basis, the time spent on fuelling, servicing, maintenance and repairing by the Contractor shall not be included in the hours standing or hours worked, and will not be paid for. Plant shall not be withdrawn from work for servicing during normal hours of duty except when agreed to by the Project Manager.

8. Price structure and payment

The fees payable by Transnet to the Contractor for the plant and equipment shall be in accordance with the schedule of prices agreed to.

The invoiced amount payable to the Contractor shall be the sum of the charges as set out in the clause above, which shall be determined in accordance with the records, time sheets and such other documents kept by the parties, and which shall be invoiced monthly.

The Contractor shall, after the end of each month, submit to Transnet invoices, certified as correct, specifying the services rendered during the preceding month and detailing the amount due.

Transnet shall effect payment thirty (30)-days after receipt of a valid TAX-invoice from the Contractor.

The aforementioned rates, which are exclusive of Value Added Tax, shall remain firm for the duration of this Agreement and no further review of basic rates shall be entertained during this period.

The Contractor shall correct any error in the invoiced amount per credit note.

No payment whatsoever will be made for any plant except for periods when working as directed by the Technical Officer, or covered by standing time.

Price Schedule

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

Item No.	Description	Unit	Quantity	Rate	Price
001	HIRE, CABLE EXTENTION REEL;20M;2.5A	1		Day	
002	HIRE, CHISEL CHIPPING, FOR USE WITH COMPRESSOR	1		Day	
003	HIRE, CHISEL ATTACHMENT FOR ELECTRIC BREAKER; LG 150 X WD 40MM	1		Day	
004	HIRE, CHISEL LG 300MM	1		Day	
005	HIRE, COMPACTOR BOMAG 65 ROLLERS; 13HP; 732KG	1		Day	
006	HIRE, COMPACTOR BOMAG 75 ROLLERS; 13HP; 910KG	1		Day	
007	HIRE, COMPACTOR BOMAG 90 ROLLER; 13HP; 1250KG	1		Day	
008	HIRE, COMPACTOR PLATE ;WD 450 X LG 500 MM; 8 HORSE POWER	1		Day	
009	HIRE, COMPACTOR PLATE; REVERSABLE; DIESEL; 5.5HP; 90KG	1		Day	
010	HIRE, COMPACTOR PLATE; ROUND; HONDA	1		Day	
011	HIRE, COMPACTOR RAMMER, 2 STROKE, WD 230MM X LG 300MM	1		Day	
012	HIRE, COMPACTOR RAMMER, 4 STROKE, WD 230MM X LG 300MM	1		Day	
013	HIRE, COMPRESSOR, AIR 800 CFM	1		Day	
014	HIRE, COMPRESSOR, AIR 185CFM	1		Day	
015	HIRE, COMPRESSOR, AIR 280CFM	1		Day	
016	HIRE, COMPRESSOR, AIR DIESEL, 140CFM	1		Day	
017	HIRE, COMPRESSOR, AIR DIESEL, 190CFM	1		Day	
018	HIRE, COMPRESSOR, AIR DIESEL, 250CFM	1		Day	
019	HIRE, COMPRESSOR, AIR DIESEL, 300CFM	1		Day	

Respondent's Signature

Date & Company Stamp

020	HIRE, COMPRESSOR, AIR DIESEL, 360CFM	1		Day	
021	HIRE, COMPRESSOR, AIR DIESEL, 450CFM	1		Day	
022	HIRE, COMPRESSOR, AIR DIESEL, 750CFM	1		Day	
023	HIRE, COMPRESSOR, AIR ELECTRIC, 170CFM	1		Day	
024	HIRE, COMPRESSOR, AIR ELECTRIC, 250CFM	1		Day	
025	HIRE, COMPRESSOR, AIR ELECTRIC, 600CFM	1		Day	
026	HIRE, COMPRESSOR, AIR ELECTRIC, 750CFM	1		Day	
027	HIRE, CUTTER BRUSH;2.5 HORSE POWER	1		Day	
028	HIRE, CUTTER CONCRETE SAW;13HP	1		Day	
029	HIRE, CUTTER CONCRETE SAW;15HP	1		Day	
030	HIRE, CUTTER DIAMOND BLADE DIA 350MM, MILLIMETER USED			MM Used	
031	HIRE, CUTTER SPADE, 100MM, ASPHALT	1		Day	
032	HIRE, DRILL 13MM HAMMER; 690 WATT	1		Day	
033	HIRE, DRILL 13MM;690 WATT	1		Day	
034	HIRE, DRILL 32MM MAGNETIC BASE; 800 WATT	1		Day	
035	HIRE, DRILL SLOTTED DRIVE SYSTEM, PLUS, HAMMER, 950W	1		Day	
036	HIRE, DRILL HIRE OF MEDIUM DUTY HAMMER DRILL; 800 WATT	1		Day	
037	HIRE, DRILL SDS BIT SET 20MM-40MM	1		Day	
038	HIRE, DRILL STEEL, 36MM X 1.6M, COMPRESSOR	1		Day	
039	HIRE, DRILL STEEL, 38MM X 1.2M, COMPRESSOR	1		Day	
040	HIRE, DRILL STEEL, 0.8M X 44MM, USED WITH COMPRESSOR	1		Day	
041	HIRE, GENERATOR, ELECTRIC 5KVA;13HP;SINGLE PHASE;	1		Day	

	220V;PETROL				
042	HIRE, GENERATOR, ELECTRIC 10KVA PETROL;18 HP; SINGLE PHASE	1		Day	
043	HIRE, GENERATOR, ELECTRIC 180 AMP; WELDER; HONDA; PLUS CABLES	1		Day	
044	HIRE, GENERATOR, ELECTRIC 380; DIESEL WELDER; 10KVA	1		Day	
045	HIRE, GENERATOR, ELECTRIC 5KVA;13HP; SINGLE PHASE;220V;PETROL	1		Day	
046	HIRE, GENERATOR, ELECTRIC 6KVA; 13HP; SINGLE PHASE; 220V; PETROL	1		Day	
047	HIRE, GRINDER 4.5 IN, 1200W, 115MM	1		Day	
048	HIRE, GRINDER 9 IN, 2500W, 230MM	1		Day	
049	HIRE, HAMMER, PNEUMATIC JACK;TEX11	1		Day	
050	HIRE, HOSE LG 30M X DIA 20MM			Day	
051	HIRE, LABOR ERECT AND DISMANTLE MOBILE CONVEYOR	1		Per setup	
052	HIRE, LIGHT UNIT, PORTABLE HALOGEN TOWER; 2500 WATT	1		Day	
053	HIRE, LIGHT UNIT FLOOD LIGHT;220V X 500W	1		Day	
054	HIRE, MACHINE BREAKER CHIPPER, 950W, LIGHT DUTY	1		Day	
055	HIRE, MACHINE BREAKER, 1700W, HEAVY DUTY, MODEL 11304	1		Day	
056	HIRE, MACHINE CHECK, WIP, FOR USE WITH COMPRESSOR	1		Day	
057	HIRE, MACHINE DRIVE UNIT, 5.5HP, PETROL	1		Day	
058	HIRE, MACHINE ELECTRIC SCABBLER; 220V	1		Day	
059	HIRE, MACHINE FLOOR SANDER; 9 HP	1		Day	
060	HIRE, MACHINE HEAVY DUTY BREAKER;T66	1		Day	
061	HIRE, MACHINE MOTORISED BLOWER; STIHL; 120DB	1		Day	
062	HIRE, MACHINE LAWNMOWER; 2	1		Day	

	STROKE				
063	HIRE, MACHINE LAWNMOWER;4 STROKE	1		Day	
064	HIRE, MACHINE MOIL,CHIPPING,FOR USE WITH COMPRESSOR	1		Day	
065	HIRE, MACHINE VIBRATING NEEDLE;ELECTRIC;HIGH FREQUENCY;DIA 57MM	1		Day	
066	HIRE, MACHINE SCARIFIER;13HP	1		Day	
067	HIRE, MACHINE SCRABBLER FOR COMPRESSOR AND PHEUMATIC EQUIPMENT	1		Day	
068	HIRE, MACHINE VIBRATING NEEDLE;DIA 26MM;LG 5M	1		Day	
069	HIRE, MACHINE VIBRATING NEEDLE;DIA 48MM;LG 5M	1		Day	
070	HIRE, MACHINE VIBRATING NEEDLE;DIA 62 MM X LG 5M	1		Day	
071	HIRE, MIXER CONCRETE,INDUSTRIAL,LARGE	1		Day	
072	HIRE, MIXER CONCRETE;175/210 LT;DIESEL			Day	
073	HIRE, MOBILE UNIT CONVEYOR;10 METER LONG;8HP;3 PIECE,450 MM	1		Day	
074	HIRE, MOBILE UNIT CONVEYOR;13M;4 PIECE,WD 450MM	1		Day	
075	HIRE, PUMP, CENTRIFUGAL 2 INCH, 5HP, 50MM	1		Day	
076	HIRE, PUMP, CENTRIFUGAL 3 INCH, 6.5HP, 80MM, TRASH	1		Day	
077	HIRE, PUMP, CENTRIFUGAL 4 INCH, 7.5HP, TRASH	1		Day	
078	HIRE, PUMP 2 IN;SUBMERSIBLE PUMP ATTACHMENT;LG 5M	1		Day	
079	HIRE, ROLLER SIT ON;2 1/2 TON;EXCLUDING OPERATOR AND FUEL	1		Day	
080	HIRE, SAW CHAIN ;350MM	1		Day	
081	HIRE, SAW CIRCULAR, 2000W, 235MM, SKILL	1		Day	
082	HIRE, SAW JIGSAW, 720W, 110MM	1		Day	
083	HIRE, SPRAY OUTFIT MOTORISED TAR SPRAYER; 5.5HORSE POWER	1		Day	

084	HIRE, SWEEPER ROAD BROOM;TWO STROKE;3 HORSE POWER;700MM	1		Day	
085	HIRE, TESTER PIPE, 5HP, 35 BAR, MOTORIZED	1		Day	
086	HIRE, TESTER PIPE, SEWER LINE	1		Day	
087	HIRE, TOOL ASPHALT CUTTER, USED WITH COMPRESSOR	1		Day	
088	HIRE, TOOL ATTACHMENT FOR ELECTRIC BREAKER;MOIL;LG 150MM	1		Day	
089	HIRE, TOOL BOULDER BURSTER, USED WITH COMPRESSOR	1		Day	
090	HIRE, TOOL CHIPPING HAMMER, USED WITH COMPRESSOR	1		Day	
091	HIRE, TOOL CLAY SPADE, USED WITH COMPRESSOR	1		Day	
092	HIRE, TOOL MOIL;LG 300MM	1		Day	
093	HIRE, TOOL PAVING BREAKER, USED WITH COMPRESSOR	1		Day	
094	HIRE, TOOL PLUG AND FEATHER, USED WITH COMPRESSOR	1		Day	
095	HIRE, TOOL ROCK DRILL, USED WITH COMPRESSOR	1		Day	
096	HIRE, TOOL SAND RAMMER, USED WITH COMPRESSOR	1		Day	
097	HIRE, TOOL SPADLE ATTACHMENT FOR PHEUMATIC BREAKER;LG 270 X WD 150MM	1		Day	
098	HIRE, TORCH BLOW, WITH GAS BOTTLE	1		Day	
099	HIRE, WASHER, PRESSURE CLEANING MOTORISED; 180/200 BAR	1		Day	
100	HIRE, WASHER, PRESSURE CLEANING ELECTRIC; 180/200 BAR; 220V	1		Day	
101	HIRE, FLOAT POWER	1		Day	
102	HIRE, DRILL CORE	1		Day	
103	HIRE, MIXER CONCRETE, INDUSTRIAL, SMALL	1		Day	
104	HIRE, DRILL SDS BIT SET 10MM-20MM	1		Day	
105	HIRE, SAW ALL PURPOSE	1		Day	

106	HIRE, SANDER BELT	1		Day	
107	HIRE, GUN HEAT	1		Day	
108	HIRE, 1000 CFN COMPRESSOR	1		Day	

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

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- c) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

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Section 3

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

A Supplier/Service Provider shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). A Quotation submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

1 SOLE AGREEMENT

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

2 CONFORMITY WITH ORDER

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

3 DELIVERY AND TITLE

3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's/Service Provider's obligations under the Order.

3.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.

3.3 Risk of loss or damage to Goods shall pass to Transnet on delivery, and title shall pass to Transnet when payment to the Supplier for the Goods has been effected.

3.4 If on delivery, the Goods/Services do not conform to the Order, Transnet may reject the Goods/Services and the Supplier/Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Goods/Services at the Supplier's/Service Provider's expense within the specified delivery times, without any liability due by Transnet. Goods shall be subject to such testing and/or inspection as Transnet may consider necessary.

4 PRICE AND PAYMENT

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

5 PROPRIETARY RIGHTS LIABILITY

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

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

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

6 PROPRIETARY INFORMATION

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

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

7 DEVELOPMENT WORK IN THE PRODUCTION OF GOODS

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

8 PUBLICITY

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

9 AFTER SALES SERVICE

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

10 TERMINATION OF ORDER

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

11 ACCESS

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

12 WARRANTY

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

13 INSOLVENCY

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

14 ASSIGNMENT

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

15 NOTICES

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

16 LAW

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

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

17 GENERAL

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to including but not limited to clauses 5, 6, 7, 8 and 12. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

18 COUNTERPARTS

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

"PREVIEW COPY ONLY"

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

SIGNED at _____ on this _____ day of _____ 2014

.....
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 3
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 copies** of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)
4. **Certified copies** of the company’s shareholding/director’s portfolio
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. **A valid and original** B-BBEE Verification Certificate / sworn affidavit **or certified copy** thereof meeting the requirements for B-BBEE compliance as per the B-BBEE Codes of Good Practice
9. **Certified copy** of valid Company Registration Certificate [if applicable]

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				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	% Youth ownership
Does your entity have a B-BBEE certificate		Yes	No
What is your B-BBEE status [Level 1 to 9 / Unknown]			
How many personnel does the entity employ		Permanent	Part time

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

Transnet contact person
Contract number
Transnet Operating Division

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

Name		Designation	
Signature		Date	

ANNEXURE A – TECHNICAL CRITERIA

Pre-Qualification Criteria	Sub-Criteria Maximum number of Points
Availability and condition of equipment	50%
Capacity and ability to meet delivery schedule	10%
Quality Plan, Compliance Certificates and check lists	20%
Previous Experience	20%
Maximum Possible score for Quality	100%

Quality shall be scored in accordance with the following Annexures:

- Availability of Equipment
- Capacity and ability to meet delivery schedule
- Quality Plan, Compliance Certificates and Check Lists
- Previous Experience

The minimum number of evaluation points for Technical Criteria is 60

Each evaluation criteria will be assessed in terms of five indicators – no response, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated to no response, poor, satisfactory, good and very good, respectively. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality.

TECHNICAL SUBMISSION / QUESTIONNAIRE

1. Availability of Equipment and other Resources

Tenderers to submit a list of all Equipment that he proposes to use to execute the work as described in the Goods Information, as well as the availability and details of ownership for each item.

Number of Equipment Owned	Equipment Type – Description	Age of Equipment in months	Service Record of Equipment

"PREVIEW COPY ONLY"

Signed Date

Name Position

Tenderer

Respondent's Signature

Date & Company Stamp

2. Quality Plan

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard stated in the overview of service and should include **compliance with Occupational Health and Safety Act (OHSA) 85 of 1993 as amended and Construction Regulations** but not be limited to:

- 1. The Contractor's Quality Policy.
- 2. Index of procedures to be used during the contract.
- 3. Typical Quality Manual.
- 4. Typical Quality Control Plan.
- 5. Compliance Certificate to the OHS Act 85 of 1993 as amended and check list

Attached submission to this schedule:

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"PREVIEW COPY ONLY"

Signed Date

Name Position

Tenderer

3. Capacity and Ability to meet Delivery Schedule

Note to Tenderers:

The Tenderer is required to demonstrate to the purchaser that he has sufficient current and future capacity to carry out the work as detailed in the Pricing schedule and Goods Information and that he has the capacity and plans in place to meet the required delivery schedule as required. To this end the following must be provided by the Tenderer:

- 1. Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential to fulfil the requirements of this tender.
- 2. Current and future work on his order book, showing quantity.
- 3. Quantity of work for which the Tenderer has tenders in the market or is currently tendering on.

Index of documentation attached to this schedule

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"PREVIEW COPY ONLY"

Signed Date

Name Position

Tenderer

4. Previous Experience

Note to Tenderers:

Tenderers are required to demonstrate their experience in the supply and delivery of similar goods and to this end shall supply a sufficiently detailed reference list (minimum 5) with contact details of existing customers.

List of References

Name of Company	Contact Person	Contact details	Existing Contract (Contract Period)

"PREVIEW COPY ONLY"

Signed Date

Name Position

Tenderer