



Transnet Freight Rail, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No BT/1030/2015

EXTERIOR CLEANING AND FILLING OF WATER TANKS ON THE BLUE TRAIN

FOR DELIVERY TO: BETWEEN CAPE TOWN AND PRETORIA

PERIOD: 24 MONTHS

ISSUE DATE: 28 MAY 2015

CLOSING DATE: 09 JUNE 2015

CLOSING TIME: 10:00

"PREVIEW COPY ONLY"



SCHEDULE OF DOCUMENTS

Section:

- 1. Notice to Bidders**
- 2. Evaluation Criteria and returnable documents**
- 3. Quotation Form**
- 4. RFQ Declaration and Breach of law**
- 5. B-BBEE Preference Point Claim Form**

"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:

1. Quotations are requested from selected persons, companies, close corporations or enterprises (hereinafter referred to as the "**Respondent(s)**") to provide the above-mentioned requirement(s) to TRANSNET. On or after **28 May 2015** the RFQ documents may be inspected at, and are obtainable **FREE OF CHARGE** from the office Of Local Acquisition Council Room 631 6th Floor, Transnet Park Building, Robert Sobukwe Road.

NOTE 1.1 RFQ documents will only be available until **05 June 2015 at 15h00**.

1.2 No RFQ documents will be issued after the deadline indicated above

2. A compulsory Information Briefing Session will not be conducted
3. Quotations which must be completed as indicated in Section 3 of this RFQ are to be submitted as follows:

METHOD FOR DELIVERY INSTRUCTIONS: (a) post, (b) hand delivered and/or courier

CLOSING VENUE : Refer to options below.

- a) **If posted**, the envelope must be addressed as below and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the RFQ.

THE SECRETARIAT
Acquisition Council
P O Box 2986
Bellville
7535

- b) **If delivered by hand or by courier**, the envelope is to be deposited in the TRANSNET RFQ box and should be addressed as follows:

THE SECRETARIAT
Acquisition Council
Ground Floor
Transnet Park Building
Sobukwe Road
Bellville

The measurements of the "RFQ slot" are **500mm wide x 100mm high**, and Respondents must please ensure that response documents or files are not 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.

It should also be noted that the above RFQ box is located at the main entrance and is accessible to the public 24 hours per day, 7 days a week.



8 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.

9 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 or an alternative bid;
- 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 should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations ;
or
- make no award at all.

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract.

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

Transnet reserves the right to conduct Post Tender Negotiations (PTN) with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's discretion, any evaluation criteria listed in the RFQ document.

Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, Transnet reserves the right to award the business to the next highest ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price.

RFQ FOR THE PROVISION/SUPPLY OF: Supply guest amenities for on Board The Blue Train
CLOSING VENUE: Transnet Park Bellville
CLOSING DATE & TIME: 09 JUNE 2015
VALIDITY PERIOD: 60 [sixty] Business Days

SECTION 2
EVALUATION CRITERIA AND RETURNABLE DOCUMENTS

1 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
Final weighted evaluation based on 80/20 preference point	<ul style="list-style-type: none"> Pricing and price basis [firm] 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 in Annexure A: B-BBEE Claim Preference Point Form.

2 Validity Period

Transnet desires a validity period of 60 [sixty] Business Days from the closing date of this RFQ.
 This RFQ is valid until _____.

3 Disclosure of Prices Quoted

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

YES NO

4 Returnable Documents

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

All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.

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

Failure to provide all these Mandatory 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.

Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the tables below:

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 3 : Quotation Form	

- 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.

Essential Returnable Documents	Submitted [Yes or No]
- SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Form	
- SECTION 5 : BBBEE Preference Point Claim Form	
- Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure D: B-BBEE Claims Form Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

Respondent's Signature

Date & Company Stamp

SECTION 3

QUOTATION FORM

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

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

- the Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet; and
- any other standard or special conditions 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.

SPECIFICATIONS, SCOPE AND SPECIAL CONDITIONS

SCOPE OF WORK, SPECIFICATIONS AND SCHEDULE OF RATES

1. Scope of Works

1.1. Scope

The procedure describes the entire process for the (A) cleaning of the exterior and (B) supply of water for The Blue Train coaches (train sets) and locomotives .

1.2 Definitions

1.2.1 General Cleaning – The General cleaning process (exterior body sides, logo, windows and train ends) to be conducted in The blue Train shed depot, Salvokop Depot, Cnr Skietspoort & 3rd Avenue, Pretoria, before each departure from Pretoria . The same to apply in Cape Town Culomberg shed before each departure from Cape Town.

The cleaning of the roof will be done by the supplier and the under carriage will be cleaned by The Blue Train Technical team

1.3.1 THE SERVICES – Successful Bidder:

The successful Bidder undertakes and agrees to perform housekeeping activities to The Blue Train in order to maintain the hygiene standards to enhance the image, aesthetic beauty, luxuriousness and décor through innovative cleaning and water filling procedures and processes.

1.3.2 LOCATIONS AND ADDRESS

- (i) Pretoria – Salvokop depot
- (ii) Kimberley – The Blue Train is staged at Kimberley station (both directions)
- (iii) Beaufort West – The Blue Train stops at Beaufort West station, Beaufort West (both directions)
- (iv) Worcester station – The Blue Train stops at Worcester station (both directions)
- (v) Cape Town – The Blue Train is staged at Culomborg Shed upon arrival in Cape Town.

2. SPECIFICATIONS:

ROUNDTRIP AND TURN AROUND CLEANING

2.1 Coach Exterior and Train ends

The following activities are to be carried out for the exterior cleaning of The Blue Train coaches.

(a) The exterior of the coach shall be washed using a long handled broom with an effective cleaning solution that will not fade the paintwork, result in hairline scratch marks or leave the paintwork dull and lustreless. The chemical solution is to be applied at the top of the side of coach with the broom and the coach side cleaned top to bottom. All dirt and soap marks are to be removed, where practical by clear water rinsing. **(The use of hosepipes is permitted where no overhead electric wires are present).**

- Window louvers should be covered with plastic flap that Technical had made and also carefully wash the exit doors so that the water doesn't filter through and damage the wood work.

(b) Windows shall be washed with cleaning solution that does not leave streaks on the windows and be wiped dry with a clean cloth. If stepladders are used to gain access to the windows these ladders are to be equipped with rubber proctors to ensure that no damage is done to the exterior paintwork by the aluminum ladders. **No cleaning personnel are permitted access with any part of their body) above gutter height.**

No newspapers should be used to clean the window or wipe it as it damages the windows (leave scratch marks)

(c) **The B Logo's** – Certain of the B logos have been cleaned, polished and treated to prevent tarnishing – these must only be washed with mild soap. Untreated logos must be cleaned by using a cleaning solution similar to "Brasso" and then be washed and polished.

**Train to be cleaned on Sunday Mornings by 09:00am and or a day before each departure .
Staff should be identifiable and dress in uniform and PPE with name tags/access cards –
always be accompanied by a supervisor.**

2.2 DEEP CLEANING

The deep cleaning process must be carried out on a condition-based interval at least every 6 months and must be coordinated with the Operations Manager of The Blue Train. This is regarded as an out of service process and coaches should be placed in an area where no overhead contact wires are present. Proper protective clothing must be worn at all times.

2.3 COACH EXTERIOR AND TRAN ENDS

- (a) The exterior of the coach shall be cleaned using a solution that will not fade the paintwork, result in hairline scratch marks or leave the paintwork dull an lusterless. It must be slightly alkaline water based cleaning solvent cleaner, degreaser 1. The process is to be carried out as per clause 7.1.1. Rinsing is to be done with hosepipe (where overhead electric contact wires are not present) to ensure that all chemical residual is removed.
- (b) All windows and doors must be closed before wash cleaning of the body sides may commence.
- (c) All windows washed with cleaning solution are to be wiped clean with a dry cloth. Where stepladders are used to gain access to windows, rubber protectors are to be fitted to ladders to prevent damage to the exterior body paint.
- (d) The water tanks are to be flushed as per clause 7.3.2 at six monthly intervals.

2.4 WATER REPLENISHMENT OF ALL COACHES

2.4.1 Filling of water tanks of coaches in service.

- (a) All hosepipes utilized for the filling of water tanks must be fitted with a nozzle shield of the approved type. When carrying the hosepipe care must be taken to ensure that the ends of the hose do not come into contact with the ground.
- (b) Sterilize the hose nozzle and the water inlet pipe cap with a 5% solution of all purpose detergent i.e. highly concentrated, non-perfumed germicidal detergent
- (c) Proceed to fill the water tank and replace the water tank cap.
- (d) The Kitchen coach is to be topped up the morning before departure .

2.4.2 Stations where water tanks must be filled.

The water tanks will be filled at the following locations:-

- (a)** Pretoria - Salvokop depot
- (b)** Kimberley – Kimberley Station (both directions)
- (c)** Beaufort West Station – (both directions)
- (d)** Worcester station -(both directions)

(e) Cape Town Culomborg depot/shed

2.5 Inspection of The Blue Trains before departure to the station.

- (a) The Cleaning Supervisor shall inspect and ensure that all coaches have been cleaned to an acceptable standard. The cleaning Supervisor must complete a serviceability Certificate" and hand it to the Train Manager or his representative.
- (b) The Blue Train will compile a document in conjunction with the Contractor.
- (c) The supplier to insure that the job card is issued by his representative upon completion of watering the train at all stations, the Train Manager will then sign to authorize payment .

3. THE TRAIN SCHEDULE

The train departs from Pretoria Station on Monday/Wednesday mornings and arrives at destination the following day on Tuesday. Charters may happen at any given time and supplier would be advised in advance

3.1 TRIP FROM PRETORIA TO CAPE TOWN

The train is staged overnight at The Blue Train Sheds, Salvokop, Pretoria, where all maintenance work is under taken. (The train would have been washed and water tanks all filled with water the day before departure or on the same day of arrival in the case of a charter that run in the evening of an arrival). The train departs Salvokop at 06:30 for Pretoria station on a scheduled trip to Cape Town.

There are two E locomotives staged at Salvokop depot/shed, these locomotives are to be cleaned on the exterior, same day/period when the train set is being cleaned . The cleaning of the locomotives is to be done under technical supervision at all times.

The supplier's supervisor must insure that on the morning of departure , the train is pre-inspected and topped up with water in the Kitchen coach and other coaches which may require to be topped up. All coaches are to be tested for confirmation and verification that all coaches are filled to the brim .

Windows are to be polished , before the train departs from the depot in the mornings ,afternoon and during charter trips .

On this route, Pretoria to Cape Town, the train arrives in Kimberley on Monday afternoon, then Beaufort West on a Tuesday morning (unless otherwise, due to long distance charter).

Location	Arrival	Departure Time	Watering Time
Pretoria Station	08:30 am	(Sunday morning)	
Kimberley	17:16 pm	19:10 pm	on arrival – 30 minutes
Beaufort West	03:00 am	03:30 am	on arrival – 30 minutes
Worcester Station	09:00am/12:00 pm		on arrival 15 minutes
Cape Town	14:00 pm	06:30 am	(overnights/staged)

The Blue Train coming from Cape Town

Location	Arrival	Departure Time	Watering Time
Cape Town	12:00 pm	12:15 pm	on arrival
Beaufort West	18:30 pm	19:00 pm	on arrival – 30 minutes
Kimberly	04:30 am	05:30 am	on arrival 30 minutes
Pretoria	14:00 pm		(Overnights/ Sunday)

3.2 TRIP CAPE TOWN TO PRETORIA

The train is staged overnight at The Blue Train Sheds, Culemborg, Cape Town. The train usually departs from Culemborg for Cape Town station at 06:00.

There's no cleaning of 20 E locomotives required in Cape Town.

On this route, Cape Town to Pretoria, the train arrives in Beaufort West on Wednesday evening, then Kimberly on Thursday morning (unless otherwise, due to long distance charters).

4. COMPOSITION OF TRAIN

- 14 Coaches – Each coach is 22 metres long and has a B logo on the centre of the coach
- **Train set 1 / 750/ Short Train** (without the conference / observation car) has:
 - ◇ 07 x Accommodation coaches x 2 water tanks per coach – TOTAL of 14 water tanks
 - ◇ 1 x Kitchen coach x 2 water tanks = 2 water tanks
 - ◇ 1 x Lounge, 1 x Club, 1 x Staff – all have 1 water tank each – 3 water tanks
 - ◇ **1 x Power Car x 2 water tanks = 2 water tanks**

◇ **Total Water tanks on Train set 1 – 21 water tanks**

• **Train set 2 / 751/ Long Train (with the conference / observation car) has:**

- ◇ 11 x Accommodation coaches x 2 water tanks per coach – 22 tanks
- ◇ 1 x Kitchen coach x 2 water tanks = 2 water tanks
- ◇ 1 x Lounge, 1 x Dining, 1 x Club, 1 x Conference, 1 x Staff – all have 1 water tank each = 5 water tanks
- ◇ **1 x Power Car x 2 water tanks – 2 water tanks**
- ◇ **Total Water tanks on Train set 2 = 31 water tanks**

4.1 RESPONSIBILITY OF THE BLUE TRAIN

- 1) The Blue Train will accept responsibility for the following:-
- 2) Supply the successful Tenderer with hosepipes fitted with special nozzles, trolleys (**Pretoria only**), water and electricity, free of charge.
- 3) Take relevant steps Transnet Freight Rail Security to ensure the successful tenderer and their employees have the necessary security clearance to enable them to gain access to The Blue Train to perform in terms of the agreement.
- 4) Supply the successful Tenderer and their employees the relevant permits to access the designated Transnet Freight Rail area and The Blue Train.
- 5) Inform the successful Tenderer of any impending delays
- 6) Approve the chemicals that will be used to clean the train and water tanks.
- 7) It is the responsibility of the Tenderer to make sure that he's well informed of current schedule and charter schedules

4.2 RESPONSIBILITY OF THE TENDERER

- 1) The successful Tenderer must supply all their own cleaning materials and chemicals / detergents to clean the train and water tanks.
- 2) Tenderers must submit product literature and samples of approval as the Technical Division of The Blue Train must approve all chemicals and detergents that will be used to clean the train and water tanks.
- 3) Tenderer must attend all Opco meetings held on Fridays at Salvokop depot .
- 4) Tenderer to inform the train manager once the train has been serviced on Sundays .
- 5) Tenderer to insure that a job card is at all times issued for work done, otherwise no payment without supporting document .

SEE TRAIN SCHEDULE ATTACHED FOR ARRIVAL AND DEPARTURE TIMES FOR 2015 & 2016



THE BLUE TRAIN

A WINDOW TO THE SOUL OF AFRICA

Pretoria – Cape Town - Pretoria Route 2015

PRETORIA TO CAPE TOWN 2015 Selected Mondays, Wednesdays, Fridays	
January	5, 12, 19, 26, 31
February	9, 16, 23
March	2, 11, 16, 25
April	13, 20, 27
May	4, 13, 18, 25
June	1, 8, 15, 22, 29
July	8, 13, 20, 27
August	3, 10, 19, 24, 31
September	7, 23, 30
October	5, 12, 19, 26
November	2, 11, 16, 23, 30
December	7, 14, 21

CAPE TOWN TO PRETORIA 2015 Selected Mondays, Wednesdays, Fridays	
January	7, 14, 21, 28
February	2, 11, 18, 25
March	4, 13, 18, 27
April	15, 22, 29
May	6, 15, 20, 27
June	3, 10, 17, 24
July	1, 10, 15, 22, 29
August	5, 12, 21, 26
September	2, 9, 25
October	2, 7, 14, 21, 28
November	4, 13, 18, 25
December	2, 9, 16, 23

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Departure Time: Pretoria: 08:30 (am)
Arrival Time: Cape Town: 12:00 (noon)

Departure Time: Cape Town: 08:30 (am)
Arrival Time: Pretoria: 12:50 (afternoon)



THE BLUE TRAIN
A WINDOW TO THE SOUL OF AFRICA

Pretoria – Cape Town - Pretoria Route 2016

PRETORIA TO CAPE TOWN 2016		CAPE TOWN TO PRETORIA 2016	
Selected Mondays, Wednesdays, Fridays		Selected Mondays, Wednesdays, Fridays	
January	6, 11, 18, 25	January	8, 13, 20, 27
February	1, 3, 8, 15, 17, 22, 24, 29	February	3, 5, 10, 17, 19, 24, 26
March	2, 7, 9, 14, 16, 21, 28, 30	March	2, 4, 9, 11, 16, 18, 23, 30
April	4, 11, 18, 25, 27	April	1, 6, 13, 20, 27, 29
May	2, 9, 16, 23, 30	May	4, 11, 18, 25
June	6, 13, 20, 27	June	1, 8, 15, 22, 29
July	4, 11, 18, 25	July	6, 13, 20, 27
August	1, 8, 10, 15, 22, 29	August	3, 10, 12, 17, 24, 31
September	5, 12, 19, 26	September	7, 14, 21, 28
October	3, 10, 17, 24, 26, 31	October	5, 12, 19, 26, 28
November	7, 14, 21, 28	November	2, 9, 16, 23, 30
December	5, 12, 16, 21	December	7, 14, 19, 23
Departure Time: Pretoria: 08:30 (am) Arrival Time: Cape Town: 12:00 (noon)		Departure Time: Cape Town: 08:30 (am) Arrival Time: Pretoria: 12:50 (afternoon)	

"PREVIEW COPY ONLY"

Price Schedule

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

Scope of work	Price per clean /per refill of water tanks
Cleaning the train set in Pretoria at Salvokop depot	
Cleaning the (2x 20 E)locomotives in Pretoria at Salvokop depot	
Refilling water tanks in Pretoria	
Refilling water tanks at Kimberly station	
Refilling water tanks at Beaufort West station	
Refilling water tanks at Worcester station	
Cleaning the train set in Cape Town at Culomborg depot	
Refilling water tanks in Cape Town	
TOTAL (VAT EXCLUDED)	

The above quantities are based on past consumption. Transnet Ltd, The Blue Train cannot guarantee the above consumption; however, final consumption could either be slightly less or slightly in excess of the above quantities.

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.

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.

PERFORMANCE RECORD/REFERENCES

Please indicate below the company names and contact details of existing customers whom Transnet may contact to seek third party evaluations of your current service levels:

Name of Company	Nature of work & period	Telephone number	Contact Person

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

By signing this Quotation Form the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar, and agrees, with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise:

1. Specifications and drawings included in this RFQ - if applicable; and
2. The following documents all of which are available on Transnet’s website or upon request:
 - 2.1. General Bid Conditions;
 - 2.2. Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
 - 2.3. Supplier Integrity Pact;
 - 2.4. Non-disclosure Agreement; and
 - 2.5. Vendor Application Form and all supporting documents (first time vendors only)

Alternatively, for all existing vendors, please provide vendor number(s) here:

Transnet Operating Division	Unique Vendor Number	Yes / No
Transnet Group		
TFR, etc.		

In the Yes/No column above, please confirm that all the information e.g. company address and contact details, banking details etc. are still correct as at the time of allocation of the vendor number(s). Alternatively, Respondents are required to provide the updated information with their bid submission.

SIGNED at _____ on this ____ day of _____ 2015

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
 Name _____

2 _____
 Name _____

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE: _____

NAME: _____ Contact number : _____

DESIGNATION: _____ Email address: _____

SECTION 4

 Respondent’s Signature

 Date & Company Stamp

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [RFQ];
3. we have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
6. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
7. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet Group.
8. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

FULL NAME OF OWNER/MEMBER/DIRECTOR/
PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet]

9. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

BREACH OF LAW

10. We further hereby certify that *I/we have/have not been* [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

DATE OF BREACH: _____

Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at _____ on this ____ day of _____ 2015

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____

SECTION 5

B-BBEE PREFERENCE POINTS CLAIM FORM

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

1. INTRODUCTION

- 1.1 A total of 20 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2. GENERAL DEFINITIONS

- 2.1 **"all applicable taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"Bid"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the

contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

4.1 In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, 2011, preference points shall 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 (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

4.2

Note: Refer to Section 1 of the RFQ document for further information in terms of B-BBEE ratings.

4.3 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.

4.4 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

4.5 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.

4.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

4.7 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.

4.8 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.

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

5. B-BBEE STATUS AND SUBCONTRACTING

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

B-BBEE Status Level of Contributor _____ = _____ [maximum of 20 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the Close Corporation Act.

5.2 Subcontracting:

Will any portion of the contract be subcontracted? YES/NO [delete which is not applicable]

If YES, indicate:

- (i) What percentage of the contract will be subcontracted?%
- (ii) The name of the subcontractor
- (iii) The B-BBEE status level of the subcontractor
- (iv) Is the subcontractor an EME? YES/NO

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm
 - Partnership/Joint Venture/Consortium
 - One person business/sole propriety
 - Close Corporations
 - Company (Pty) Ltd[TICK APPLICABLE BOX]
- (v) Describe Principal Business Activities
.....
.....
.....
.....
- (vi) Company Classification

- Manufacturer
 - Supplier
 - Professional Service Provider
 - Other Service Providers, e.g Transporter, etc
- [TICK APPLICABLE BOX]

(vii) Total number of years the company/firm has been in business.....

"PREVIEW COPY ONLY"

BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
 - (e) forward the matter for criminal prosecution.

WITNESSES:

- 1.
- 2.

SIGNATURE OF BIDDER

DATE:

.....
COMPANY NAME:
ADDRESS:.....
.....
.....