



Transnet Freight Rail, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No BLE/1121/2016

**CLEANING OF OFFICES FOR VARIOUS TRANSNET FREIGHT RAIL ASSETS AT
SALT RIVER, MAITLAND, PAARDEN EILAND AND CAPE TOWN HARBOUR.**

PERIOD: 24 MONTHS

ISSUE DATE: 14 JANUARY 2016

CLOSING DATE: 02 FEBRUARY 2016

CLOSING TIME: 10:00

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 **14 January 2016** 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 **22 January 2016 at 12h00**

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

2. A compulsory Information Briefing Session and Site Inspection will be conducted at Transnet Park Building 6th Floor Outeniqua Boardroom, Robert Sobukwe Road in Bellville on the 25 January 2016, at 09h00 for a period of \pm 1 hour. (**Respondent to provide own transportation and Accommodation**).

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 2086
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.

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. As described in more detail in the attached B-BBEE Claim Form Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

The value of this bid is estimated to be below R1 000 000 (all applicable taxes included); and therefore the **80/20** system shall be applicable.

Respondents are required to complete Section 5 [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.

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: Tamara Dlamini

Email: Tamara.Dlamini@transnet.net

Telephone: 021 940 3831

Respondents may also, at any time after the closing date of the RFQ, communicate with Carol Swan on any matter relating to its RFQ response:

Telephone 021 940 3340

Email: Susan.DeJongh@transnet.net

4 Legal Compliance

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

5 Changes to Quotations

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



6 Pricing

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

7 Prices Subject to Confirmation

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

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 rebid 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 OF: CLEANING OF OFFICES AT SALT RIVER, MAITLAND, PAARDEN
EILAND AND CAPE TOWN HARBOUR
CLOSING VENUE: Transnet Park Bellville
CLOSING DATE & TIME: 02 February 2016 AT 10:00
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

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 Section 5: 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]	
- Letter of Good Standing from The Compensation Commissioner	

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.

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 and/or having to accept any less favourable offer.

SPECIFICATIONS, SCOPE AND SPECIAL CONDITIONS

1. Project Specification

1.1 Scope of Work

The service required is for office and domestic cleaning at various Transnet assets for Real Estate Management in Maitland, Paarden Eiland and Cape Town Harbour.

1.2 Material and equipment

The successful contractor shall supply all necessary cleaning material and equipment for the proper cleaning of the offices and toilet facilities as required.

1st grade toilet paper and roller towel must be supplied.

Soft soap is to be supplied to each wash hand basin

1.3 Window Cleaning

Wash window frames internally and externally with detergent and allow time to dry

Polish brass window fittings with brass cleaning agent polish

Wipe glass surface with damp cloth to remove surface grime

The clean glass surface with window cleaning agent, the buff till shining

This cleaning method is also to be applied to all internal glass panelling and glass door panelling.

1.4 Deep Clean

Deep cleaning must be done every month

Deep clean – shower cubicles

All tile surfaces are to be stripped by using a recognized bacterial stripper

Once surface has been washed it must be allowed to dry

Lastly tiled surfaces must be sprayed with an antifungal spray

Shower mats are to be disinfected in this cleaning process by washing / scrubbing with an anti-fungal cleaner and allowed to dry by leaving in the sun for approximately an hour.

1.5 Pest Control

The contractor has to allow for insecticide for a pest on an ad-hoc basis and any arrangements to have the areas vacated should be communicated with the Managers in Charge of that specific building. Notice should be given to the contract manager for control of any pest or vermin needing pest control as a specialist.

1.6 Washing of dishes

It is requested that the contractor make allowance for cleaning of tea cups and utensils at two periods where possible. The times are not set but requested to be at 11h00 and 14h00 each day. Cleaning of dishes for functions and meetings other than the normal tea breaks are for the account of the tenants and arrangement should be made with the contractor to provide a service and an estimate for the client to approve. The cost to have the contractor supply such a service is a separate agreement with this tenant and not part of this contract.

1.7 Emptying of Refuse Bins (Wheelie Bins)

The emptying of refuse bins is part of the duty of the contractor; these bins must be placed in a position where it can be collected by the municipal vehicle. The bins must be cleaned and sanitized on a weekly basis.

1.8 Supply and Service SHE bins

As this is a specialist's item the contractor is to outsource this service from a registered supplier. The cost of such a service is to be added to the contended price. This agreement with the external supplier is for the cost of the contractor and not Transnet directly.

1.9 Exclusion of Consultants

This exclusion clause is merely added to exclude any agencies from securing contracts and then subcontracting the work to lesser companies or private individuals; it is in the interest of Transnet and the contenders that are currently operating in the Hygiene and Domestic cleaning environment. **SUB-CONTRACTING IN THIS CONTRACT ONLY REFERS TO THE SUPPLY AND SERVICE OF SHE BINS**

1.10 Volume for Calculations

Below is the guide to the amount of toilet paper and roller towels amongst others required per month

NAME	AREA m ²	SHE BINS	TOILET ROLLS	ROLLER TOWELS
Paarden Eiland 02BAD16C	105	0	18	2
Paarden Eiland 02BAD19C	276	0	48	3
Paarden Eiland 02BAD28C	12	0	5	1
Paarden Eiland 02BAD27C	300	4	36	2
Paarden Eiland 02BAD69C	45	1	5	1
Paarden Eiland 02BAD21C	107	6	18	2
Salt River 02BAD60C	42	0	12	2
Salt River 02BAD61C	83	2	36	2
Salt River 02BAD63C	48	0	18	2
Maitland 02BAJ25C	192.78	2	80	1
Maitland 02BAJ20C	15.25	0	12	1
Cape Town Harbour 01YH058	32	1	12	1
Office Complex 02XJ044C	256	2	120	4
Weigh bridge 02BH036	18	1	12	1
Control Cabin 02BN035	28	1	12	1
Control Point 02YH009	32	1	12	1
Container Office	18	1	12	1
TOTAL	1620.03	22	457	28

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1.11 Cleaning Schedule

The list below is frequency that Transnet requires the contractor to do the cleaning of the specified items.

TOILET AND MESSROOMS	DAILY	WEEKLY	MONTHLY
Cleaning basins & taps	Twice		
Clean toilet pan & seat	Twice		
Clean urinals	Twice		
Clean windows			✓
Deep clean shower			✓
Clean Shower	✓		
Dust walls		✓	
Dust windows sills		✓	
Empty "she bins" (by a registered supplier)			✓
Empty waste bins			
Move and clean behind items			✓
Place deo-blocks (men's toilet urinals)		✓	
Polish floors		✓	
Refill condom dispenser (as required)	✓		
Refill soap dispenser (as required)	✓		
Refill toilet paper	✓		
Remove cobwebs with duster	✓		
Shine doors		✓	
Shine polished doors – Wooden		✓	
Strip floors – Vinyl Floor Surfaces		Once	Annually
Sweep floor surfaces	✓		
Wash floors – Vinyl Floor Surfaces		✓	
Wipe skirting boards		✓	
Wipe wall tiles	✓		
Shine Mirrors	✓		
KITCHEN	DAILY	WEEKLY	MONTHLY
Clean basins & taps	Twice		
Clean kitchen sink / wash dishes	Twice		
Clean windows			✓
Dust furniture		✓	
Dust walls			✓
Dust window sills		✓	
Move and clean behind items			✓
Shine polished surfaces - Wooden		✓	
Shine floors – Vinyl Floor Surfaces			✓
Sweep floor surface	✓		

Wash floors – Vinyl / Ceramic Tiles		✓	
Shines doors		✓	
Shine polished surfaces		✓	
Wipe skirting boards		✓	
Wipe table surfaces	✓		
Wipe wall tiles	✓		
Empty waste bins	✓		
OFFICES, HALL WAYS AND PASSAGES	DAILY	WEEKLY	MONTHLY
Clean windows			✓
Shop fronts and glass doors		✓	
Dust furniture		✓	
Dust walls			✓
Dust window sills		✓	
Move and clean behind items			✓
Polish floors			✓
Remove cobwebs with duster		✓	
Shine doors			✓
Shine polished surfaces		✓	
Strip floors – Vinyl Floor Surfaces		Once	Annually
Sweep floor surfaces	✓		
Vacuum carpets		✓	
Steam clean carpets		Once	Annually
Wipe skirting boards		✓	
Wipe table surfaces	✓		
Wipe wall tiles		✓	
Empty waste bins	✓		

2. Special Conditions

2.1 General

2.1.1 Storage Facility

A storage facility will be made available if required. This is for a lockable place to store material and equipment.

2.1.2 Defects

All defects must be reported daily to Mr Dawid Arnoldus on facsimile no. (021) 940 2903.

2.2 Pricing

Payments will be made monthly, (30) days after the receipts of a **TAX INVOICE**.

2.3 Duration of Contract

This contract is provisionally for a period of 24 months.

2.4 Time to complete the work and penalties

The successful tender shall be required to complete the whole of the work, as set out in the Project Specification. As this work is for a service based of work and is to be complete in a cycle of thirty (30) days. Transnet Freight Rail will enter into a Service Level Agreement with the successful bidder.

2.5 Working Hours

Working Hours are between 07:30 and 16:00 Monday to Friday (Excluding public holidays)

2.6 Damage to Property and/or Services

The contractors shall take adequate precaution against damage to existing assets and injury to persons during the course of the contract. The successful tender will be responsible for the repairs and/or the costs incurred in such repairs to any damages caused to TRANSNET'S property by the successful tenderers staff the carrying out of the required work.

2.7 Compliance with statutes

The successful tenderer shall comply with the provision of.

- i) Act 130 of 1993, Compensation of Occupational Injuries and Diseases act.
- ii) Act 85 of 1993, Occupational Health and Safety Act.
- iii) The Provincial Ordinance and Local Authority by-laws and all relevant regulations framed thereunder.

2.8 Site Instruction Book

A site instruction book (with triplicate pages) must be in the possession of the contractor for each building to receive instructions or the recording of complaints.

2.9 Staff Matters

2.9.1 Supervision

The contractor has to have a supervisor on site at all times. This supervisor will be the person that reports to the contractor. Transnet representative will communicate with only this delegated person regarding inspections and / or defective / workmanship. Transnet's representative will not be acting as supervisors to the contractors staff.

2.9.2 Staff Compliment

The full staff compliment as quoted in the tender document must be present at all times on site. This means the number of people on duty from the contractor staff compliment on site during normal working hours. Working hours are between 07:30 and 16:00 Monday to Fridays and where request to work on a Saturday (Excluding public holidays)

STAFF REQUIRED	5 FEMALES
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Price Schedule

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

NAME	AREA m ²	RATE	VALUE
Paarden Eiland 02BAD16C	105		
Paarden Eiland 02BAD19C	276		
Paarden Eiland 02BAD28C	12		
Paarden Eiland 02BAD27C	300		
Paarden Eiland 02BAD69C	45		
Paarden Eiland 02BAD21C	107		
Paarden Eiland Messroom 02BAD20C	120		
Salt River 02BAD60C	42		
Salt River 02BAD61C	83		
Salt River 02BAD63C	48		
Maitland 02BAJ25C	192.78		
Maitland 02BAJ20C	15.25		
Cape Town Harbour 02YH058	32		
Office Complex 02ZU044C	256		
Weigh bridge 02BN036	28		
Control Cabin 02BN035	28		
Control Point 02YH009	32		
Container Office	18		
TOTAL (A)			
THIS AMOUNT IS A FIXED MONTHLY AMOUNT		R	

Notes to Pricing:

- All Prices must be quoted in South African Rand, exclusive of VAT
- 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.

- Escalation percentage after 12 months will be determined by CPI

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

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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

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 regards 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:.....

.....

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