

**TRANSNET FREIGHT RAIL**

an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

**REQUEST FOR QUOTATION [RFQ]**

**FOR CLEANING, HYGIENE AND GARDENING SERVICES AT VARIOUS BUILDINGS IN  
POSTMASBURG AND LIME ACRES.**

**FOR A PERIOD OF 12 (TWELVE) MONTHS**

**RFQ NUMBER** KBY / 52175  
**ISSUE DATE:** 21 FEBRUARY 2013  
**CLOSING DATE:** 19 MARCH 2013  
**CLOSING TIME:** 10:00  
**BID VALIDITY PERIOD:** 90 days from Closing Date

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**LIST OF ACRONYMS**

B-BBEE	Broad-Based Black Economic Empowerment
CD	Compact/computer disc
DPE	Department of Public Enterprises
DTI	Department of Trade and Industry
EME	Exempted Micro Enterprise
GBC	General Bid Conditions
ID	Identity Document
JV	Joint Venture
LOI	Letter of Intent
NDA	Non-Disclosure Agreement
OD	Transnet Operating Division
PTN	Post-Tender Negotiations
QSE	Qualifying Small Enterprise
RFQ	REQUEST FOR QUOTATION
SME	Small Medium Enterprise
SOC	State Owned Company
VAT	Value-Added Tax
ZAR	South African Rand

"PREVIEW COPY ONLY"

**RFQ FOR CLEANING, HYGIENE AND GARDENING SERVICES AT VARIOUS BUILDINGS IN  
POSTMASBURG AND LIME ACRES  
FOR A PERIOD OF 12 (TWELVE) MONTHS**

**Section 1 : NOTICE TO BIDDERS**

**1 QUOTATION REQUEST**

Responses to this RFQ [hereinafter referred to as a **Bid** or a **Quotation**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent** or **Bidder**] for cleaning and gardening services [**the Services**] to Transnet.

On or after 21 February 2013, the RFQ documents may be inspected at, and are obtainable from the office of the Senior Buyer, Room 2, Ground Floor, Property Management Building, Austen Street, Beaconsfield, on payment of an amount of R250.00 [inclusive of VAT] per set. Payment is to be made as follows:

Bank:	Standard Bank
Account Number:	203158598
Branch:	Braamfontein
Branch code:	004805
Account Name:	Transnet Freight Rail
Reference:	KBY/52175

NOTES –

- a) This amount is not refundable.
- b) A receipt for such payment made must be presented when collecting the RFQ documents and submitted thereafter with your Quotation.

RFQ documents will only be available until 12H00 on 08 March 2013.

*N.B: Pursuant to note (b) above, should a third party [such as a courier] be instructed to collect RFQ documents on behalf of a Respondent, please ensure that this person [the third party] has a "proof of payment" receipt for presentation to Transnet when collecting the RFQ documents.*

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

**2 FORMAL BRIEFING**

A compulsory pre-Quotation RFQ briefing will be conducted in the boardroom of the Infra Building in Postmasburg on the **11 March 2013**, at 10H00 for a period of ± 6 (six) hours. [Respondents to provide own transportation and accommodation].

- 2.1 *A Certificate of Attendance in the form set out in Section 13 hereto must be completed and submitted with your Quotation.*
- 2.2 Respondents failing to attend the compulsory RFQ briefing will be disqualified.

- 2.3 Respondents who have not purchased and/or been issued with a valid RFQ bid document/s will not be allowed to attend the RFQ briefing. Bid documents will not be issued and/or sold at the RFQ briefing.
- 2.4 The briefing session will start punctually at 10H00 and information will not be repeated for the benefit of Respondents arriving late.

### 3 QUOTATION SUBMISSION

Quotations must reach the Senior Buyer, Transnet Freight Rail 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:	KBY/52175
Description	for cleaning, hygiene and gardening services at various buildings in Postmasburg and Lohatla
Closing date and time:	10H00 on Tuesday 19 March 2013
Closing address	<i>[Refer to options in paragraph 4 below]</i>

### 4 DELIVERY INSTRUCTIONS FOR RFQ

#### 4.1 Delivery by hand

If delivered by hand, the envelope is to be deposited in the Transnet tender box which is located at office no. 2, Property Management Building, Austen Street, Beaconsfield, and should be addressed as follows:

THE SENIOR BUYER  
 TRANSNET FREIGHT RAIL  
 OFFICE 2  
 PROPERTY MANAGEMENT BUILDING  
 AUSTEN STREET  
 BEACONSFIELD  
 8301

- a) The measurements of the "tender slot" are 280mm wide x 35mm 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 35mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 3 above.
- b) It should also be noted that the above tender box is located inside the office and is accessible to the public Mondays to Fridays from 07H30 to 16H00.

#### 4.2 Dispatch by courier

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Senior Buyer, Transnet Freight Rail and a signature obtained from that Office:

TRANSNET FREIGHT RAIL  
 OFFICE 2  
 PROPERTY MANAGEMENT BUILDING  
 AUSTEN STREET  
 BEACONSFIELD  
 8301

- 4.3 Please note that this RFQ closes punctually at **10:00 on Tuesday 19 March 2013**.
- 4.4 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.
- 4.5 No email or facsimile responses will be considered, unless otherwise stated herein.
- 4.6 The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
- 4.7 Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
- 4.8 Envelopes must not contain documents relating to any RFQ other than that shown on the envelope. All envelopes must reflect the return address of the Respondent on the reverse side.
- 4.9 No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [*Alterations made by the Respondent to Bid Prices*] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

## 5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

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

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

With respect to B-BBEE, this RFQ will be evaluated as follows:

EVALUATION CRITERIA	Section 1 Reference	Final Weighted Points
B-BBEE: - Scorecard	Paragraph 5.1	20
<b>Maximum points allocated for B-BBEE:</b>		<b>20</b>

Transnet will accordingly allocate a maximum of **20 [Twenty] points** to the Respondent's final score based on an entity's B-BBEE scorecard rating.

Consequently, when Transnet invites prospective service providers to submit Quotations for its various expenditure programmes, it requires Respondents [*Large Enterprises and QSE's - see below*] to have their B-BBEE status verified in compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011. Valid B-BBEE Verification Certificates must be issued by:

- a) Verification Agencies accredited by the South African National Accreditation System [**SANAS**];  
or
- b) Registered Auditors approved by the Independent Regulatory Board of Auditors [**IRBA**], in accordance with the approval granted by the DTI.

A Verification Certificate issued must reflect the weighted points attained by the measured entity for each element of the scorecard as well as the overall B-BBEE rating.

### 5.1 B-BBEE Rating

Enterprises will be rated by Verification Agencies or Registered Auditors based on the following:

- a) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
  - Rating level based on all seven elements of the B-BBEE scorecard
- b) **Qualifying Small Enterprises – QSE** [i.e. annual turnover between R5 million and R35 million]:
  - Rating based on any four of the elements of the B-BBEE scorecard
- c) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:

In accordance with B-BBEE Codes of Good Practice [Statement 000, Section 4], any enterprise with an annual total revenue of R 5 million or less qualifies as an EME.

- Automatic rating of B-BBEE Level 4 irrespective of race or ownership
- Black<sup>1</sup> ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as B-BBEE Level 3

Sufficient evidence to qualify as an EME would be a certificate (which may be in the form of a letter) from an auditor or, accounting officer or certificate from a Verification Agency accredited by SANAS. The certificate must confirm the company's turnover, Black ownership / Black female ownership and B-BBEE status level.

*Respondents are required to furnish proof of the above to Transnet. [i.e. a detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or a certificate in respect of EMEs].*

N.B. Failure to submit a B-BBEE certificate, which is valid as at the Closing Date of this RFQ, will result in a score of zero being allocated for B-BBEE.

**Turnover:** Kindly indicate your entity's annual turnover for the past year:

R \_\_\_\_\_

### 5.2 B-BBEE Joint Ventures and/or Subcontractors

In addition to the above, Respondents who would wish to enter into a JV with or subcontract portions of the contract to B-BBEE entities must state in their RFQs the percentage of the total contract value that would be allocated to such B-BBEE entities, should they be successful in being awarded any business. A valid B-BBEE Verification Certificate in respect of such B-BBEE JV-partners and/or

<sup>1</sup> **Black** means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003

subcontractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFQ Bid to enable Transnet to evaluate in accordance with the processes outlined in the B-BBEE Preference Points Claim Form appended hereto as Annexure A.

a) Incorporated JVs/Consortiums

As part of an incorporated JV/Consortium's bid response, the incorporated JV/Consortium must submit a valid B-BBEE certificate in its registered name.

b) Unincorporated JVs/Consortiums

As part of an unincorporated JV/Consortium's tendered response, the unincorporated JV/Consortium must submit a consolidated valid B-BBEE certificate as if it was a group structure and provided that that such a consolidated B-BBEE scorecard is prepared for every separate tender.

It is a further requirement that a signed Memorandum of Agreement [MoA] or JV agreement between the parties clearly stating the percentage [%] split of business and the associated roles, responsibilities, contribution etc of each party be submitted. If such a JV agreement is unavailable, the JV partners must submit confirmation in writing of their intention to enter into a JV agreement/partnership should they be awarded business by Transnet through this RFQ process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV agreement is submitted to Transnet.

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

### 5.3 B-BBEE Registration

In addition to the Verification Certificate, Transnet recommends that Respondents register their B-BBEE compliance and supporting documentation on the DTI's National B-BBEE IT Portal and Opportunities Network and provide Transnet with proof of registration in the form of an official B-BBEE Profile issued by the DTI.

Transnet would wish to use the DTI B-BBEE IT Portal as a data source for tracking B-BBEE compliance.

*For instructions to register and obtain a DTI B-BBEE Profile go to <http://bee.thedti.gov.za>*

## 6 COMMUNICATION

Respondents are warned that a Quotation will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.

- 6.1 For specific queries relating to this RFQ, an RFQ Clarification Request Form should be submitted before **12:00 on 14 March 2013**, substantially in the form set out in Section 11 hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFQ documents. For this purpose all Respondents are required to indicate by email their intention to respond to this RFQ by informing Transnet of their contact details as soon as possible but on or before **14 March 2013** to Herman.Conradie@transnet.net.
- 6.2 After the closing date of the RFQ, a Respondent may only communicate with the Secretariat of the Transnet Freight Rail Acquisition Council, at telephone number 011 584 0668, email Sara.Assegai@transnet.net or facsimile number 011 774 9773 on any matter relating to its RFQ Quotation.

Respondents found to be in collusion with one another will be automatically disqualified and blacklisted from doing business with Transnet in the future.

## **7 INSTRUCTIONS FOR COMPLETING THE RFQ**

- 7.1 Sign one set of original documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy.
- 7.2 All returnable documents tabled in the Quotation Form [Section 4] must be returned with your Quotation.

## **8 COMPLIANCE**

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

## **9 ADDITIONAL NOTES**

- 9.1 Changes by the Respondent to its submission will not be considered after the closing date.
- 9.2 The person or persons signing the Quotation must be legally authorised by the Respondent to do so [Refer Section 6 – Signing Power, Resolution of the Board of Directors]. A list of those person(s) authorised to negotiate on behalf of the Respondent [if not the authorised signatories] must also be submitted along with the Quotation together with their contact details.
- 9.3 Transnet will not do business with companies involved in B-BBEE fronting practices.
- 9.4 Transnet may wish to visit the Respondent's place of business during this RFQ process.
- 9.5 Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFQ document.
- 9.6 Unless otherwise expressly stated, all Quotations furnished pursuant to this RFQ shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

**FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS  
MAY RESULT IN A QUOTATION BEING REJECTED**

## 10 DISCLAIMERS

Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of Quotations. In particular, please note that Transnet reserves the right to:

- 10.1 modify the RFQ's Services and request Respondents to re-bid on any such changes;
- 10.2 reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- 10.3 disqualify Quotations submitted after the stated submission deadline [Closing Date];
- 10.4 not necessarily accept the lowest priced Quotation;
- 10.5 reject all Quotations, if it so decides;
- 10.6 withdraw the RFQ on good cause shown;
- 10.7 award a contract in connection with this Quotation at any time after the RFQ's closing date;
- 10.8 award a contract for only a portion of the proposed Services which are reflected in the scope of this RFQ;
- 10.9 split the award of the contract between more than one Service Provider; or
- 10.10 make no award of a contract.

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to indicate in Section 10 [*Breach of Law*] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

Transnet reserves the right to lower the threshold for Technical and B-BBEE by 20% [twenty per cent] if no Bidders pass the predetermined minimum threshold.

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

## 11 LEGAL REVIEW

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.

**Transnet urges its clients, suppliers and the general public**

**to report any fraud or corruption to**

**TIP-OFFS ANONYMOUS : 0800 003 056**

**RFQ FOR CLEANING, HYGIENE AND GARDENING SERVICES AT VARIOUS BUILDINGS IN  
POSTMASBURG AND LIME ACRES**

**FOR A PERIOD OF 12 (TWELVE) MONTHS**

**Section 2 : SCOPE OF REQUIREMENTS**

**1 SCOPE OF REQUIREMENTS**

This contract covers the **cleaning and hygiene services of various buildings daily as well as gardening weekly, at various Buildings, Postmasburg and Lime Acres** and other work arising out of or incidental to the above, or required of the contractor for the proper completion of the works in accordance to the true meaning and intent of the contract documents.

**2 TO BE SUPPLIED BY THE CONTRACTOR**

Except where otherwise specified, the Contractor shall supply all labour, transport, plant equipment, tools, services and cleaning agents including liquid hand soap, required for the carrying out and completion of the work included in this contract.

Please note:

This will include the following non-standard items:

- a. Step ladder for cleaning of windows
- b. Electric lawn mower
- c. Electric edge trimmer
- d. Electric extension leads, 30m long.

**3 ELECTRICITY AND WATER**

Water and electricity will be supplied free of charge by Transnet. A continuous supply of water and electricity can however not be guaranteed. The Contractor shall at his own cost arrange for connections and extensions (if necessary) to existing supplies and for the removal of these connections and extensions on completion of the contract.

**4 CONSTRUCTION SITE**

The Contractor must view the site and attend the compulsory site inspection before tendering.

**5. DURATION OF CONTRACT**

The contract period shall not exceed **12 MONTHS**. The period commences from the date when approval was granted to the Contractor to proceed with the work and includes all weekends and public holidays.

**6. PROGRAM OF WORK**

Within 1 week of notification of acceptance of his tender, the Contractor shall submit to the Depot Engineer for his approval and acceptance 4 copies of a fully detailed program of work in the form of an acceptable bar chart. The first payment certificate will not be passed for payment until this program has been lodged with the Depot Engineer.

The Contractor shall notify the Depot Engineer in writing as soon as it becomes apparent the progress of any aspect of the work will not conform to the program of work and shall resubmit, at no additional cost, revised programs which shall be subject to the approval of the Depot Engineer.

Any revision of program by the Contractor does not in any way whatsoever relieve the Contractor of his obligations to complete the work for each day as specified or justify any revision of the tendered amount.

**7. COMPLETION TIME, PENALTY**

In the event of the successful tenderer failing to complete all the work as specified in the particular specification (program of work, clause 6) every day the contractor shall pay Transnet R100,00 (**One hundred Rand**) per outstanding item per day, as penalty, in terms of the Conventional Penalties Act of 1962, as amended, for each day the work, as set out in the particular specification, remains incomplete.

**8. RECYCLING OF WASTE PAPER**

All clean waste paper from refuse bins must be collected and put into separate plastic refuse bags. Contractor to sort refuse for recycling purposes by Transnet.

**9. LABOUR**

The sole responsibility for the work as specified in the particular specification shall rest entirely with the Contractor, who shall be required to undertake rectification of any defects, which become apparent within the period as defined above. The Contractor shall make good to the satisfaction of Transnet any defects which may arise during inspection.

**10. PAYMENT**

When making a claim for payment, the Contractor shall submit an informal claim for the consideration of the Depot Engineer. Only upon agreement being reached on the amount to be included in the payment certificate, will the Contractor be required to submit a complete and correct VAT invoice. Payment will be effected on or before the end of the calendar month following the calendar in which the work was performed.

**11. VAT**

Rates shall be quoted exclusive of Value Added Tax. Provision is made in the Summary of Prices for the lump-sum addition of Value Added Tax.

**12 SUMMARY OF PRICES**

Tenderers must complete the Summary of Prices for the work in ink.

**13 SAFETY ON WORK SITE (ACT NUMBER 85 OF 1993)****ENVIRONMENT CONSERVATION ACT (ACT NO. 73 OF 1989)**

For the purposes of the Occupational health and Safety Act, (Act Number 85 of 1993) and the Environment Conservation Act, (Act No. 73 of 1989) the site is transferred, for the duration of the contract, to the control of the Contractor as if it is his property. As employer, he is in every respect responsible for the compliance with the provisions of these Acts, as well as the application of General Administrative regulation 13 to the employees of Transnet who visit the site.

**SAFETY FILE**

Within 1 week of notification of acceptance of his tender, the Contractor shall submit to the Depot Engineer for his approval and acceptance a Safety file containing the following:

- Company Registration details/ CK / Registration document
- Proof of Coida registration
- Letter of good standing
- Risk assessment
- MSDS (material safety data sheet) for each chemical on site
- Emergency contact information (list)
- Letters of appointment and proof of training for First Aider, Fire Fighter, and She Rep
- PPE requirement list to be used for the job being done
- List of machinery to be used on site
- Working at heights training for persons working above 2m from the ground (scaffolding)
- First aid box must be on site with an inspection list
- Fire equipment must be on site with an inspection list
- Safety Talk template and schedule
- Proof of induction
- Training certificates for any person handling machinery

**SUBSTANCE ABUSE**

In terms of Section 23(1)(c) and (d) of the Labour Relations Act (Act 66 of 1995) all personnel may be tested at any time for substance abuse. No person under the influence of alcohol or illegal substances is allowed on Transnet Freight Rail's premises. Being in possession, partaking and offering to others is not allowed

**SMOKING POLICY**

Transnet Freight Rail has a Smoking Policy – it must be adhered to in all public places, which includes all Transnet Freight Rail's buildings and vehicles

**CHEMICAL AND TOXIC SUBSTANCES**

All chemicals brought to the site shall be kept in **properly labelled** containers. Empty containers must be destroyed – punch holes in containers to prevent re-use for other purposes.

**MEDICAL SURVEILLANCE**

Employees must be on medical surveillance and records available on safety file

**CONFIDENTIALITY OF TEST RESULTS**

- In terms of medical and nursing ethics, confidentiality must be observed for conditions that are not a danger or a threat to Transnet Freight Rail's employees or others, if not disclosed. These conditions are amongst others: Common Cold, Flu, Diarrhoea, etc.
- Certain conditions are, however, of such a nature that it will be imperative for the Occupational Medicine Practitioner to disclose information thereof to the employer especially with regard to employees working in safety risk areas (between railway lines, ladders and moving vehicles). These include:
  - Uncontrolled Hypertension;
  - Uncontrolled Epilepsy;
  - Uncontrolled Diabetes Mellitus;
  - Vision Impairment;
  - Serious Heart Conditions;
  - Hearing Impairment etc.

**These medical records will be kept confidentially**

**14 DAMAGE TO PROPERTY AND/OR SERVICES**

The contractor shall take adequate precaution against damage to existing assets and injury to persons during the course of the contract. The successful tenderer 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 tenderer's staff while carrying out the required work.

**15 SUPERVISION**

The Depot Engineer will provide overall superintendence of the work and may direct the Contractor in terms of the provisions of the contract. The Contractor shall carry out the directions of the Depot Engineer.

All instructions to the Contractor shall be in writing (site book) and shall be deemed to have been received.

Site visits by the Owner/Manager at least every 14 days is compulsory and he/she should be accompanied by a Transnet representative. The site diary must be signed off after such inspection.

Should the Owner/Manager fail to comply without reasonable reason, the contract will be terminated immediately

#### **16 SITE BOOK**

A site instruction book will be provided by Transnet for the duration of the contract. This book is for the recording of site instructions and all events and conditions which may affect the progress of the work.

All cleaning agents, toilet paper and Jumbo rolls must be recorded in site book and signed off as correct by the Transnet representative.

#### **17 MATERIALS**

Only cleaning agents of the best quality are to be used in the execution of the contract and the work is to be performed in a proper workmanlike manner to the full satisfaction of Transnet.

#### **18 CANCELLATION OF CONTRACT**

Should the Depot Engineer, at any time, be of the opinion that the rate of progress of the work or quality of workmanship are not as specified, he reserves the right to cancel the contract by giving the contract thirty (30) days written notice.

#### **19 AMENDMENTS AND/OR ADDITIONS**

Transnet reserves the right to add or withdraw the cleaning of any floor or building at any time. No amendments, variations and/or additions to the contract shall, however, be of any force or effect unless reduced to writing and signed by both parties.

#### **20 HOUSING OF EMPLOYEES**

Accommodation of the Contractor's employees on site will not be permitted and the Contractor shall make his own arrangements.

#### **21 TOILET FACILITIES**

Use of existing toilet facilities will be permitted.

#### **22 ESCALATION OF COST**

This contract will not be subject to cost escalation.

#### **23 WAGE REGULATING MEASURES**

The Contractor shall acquaint himself with any relevant wage regulating measure and/or statutory enactment which may be in force or may be contemplated, and which will affect conditions of employment during the progress of the contract, and he shall give effect to the provisions of such wage regulating measure and/or statutory enactment as they come into force.

#### **24 CONTACT INFORMATION**

On acceptance of the contract the contractor must provide the following:-

- a. Fixed office address.
- b. Office telephone and fax numbers.
- c. Contractor's representative name and cell number.

## 25 GENERAL

All activities between the Contractor's and Transnet's personnel will be co-ordinated through the Manager in charge.

For more information contact Mr. H.P. de Beer at telephone (053)8383139.

The lowest or only tender will not necessarily be accepted.

**Preference will be given to local BBEE contractors to the area concerned with residency of at least 24 months (Proof of residence must be provided)**

"PREVIEW COPY ONLY"

**PART B**  
**SPECIAL CONDITIONS**

**WORK TO BE DONE**

This section covers the **cleaning and hygiene services of various buildings daily as well as gardening weekly, at various Buildings, Postmasburg and Lime Acres.** The work shall be done in working hours from 07:30 to 16:00 from Mondays to Fridays (excluding public holidays).

**1. OFFICES, BOARDROOMS, FOYERS, PASSAGES, WORKSHOP, LOCKER ROOMS, ETC.**

- a. **Refuse, Waste paper bins and Ashtrays** – empty, clean and wipe twice daily.
- b. **Vinyl tile/sheet floors** – sweep daily, mop and polish weekly.
- c. **Other floors** – sweep daily and mop weekly.
- d. **Carpets** – vacuum weekly.
- e. **Fans and paintings** – wipe with damp cloth twice a month.
- f. **Windowsills, skirting-boards and heaters** – wipe with a damp cloth weekly.
- g. **Windows (both sides)** – clean once a month
- h. **Doors** – clean and wipe weekly.
- i. **Furniture** - dust daily and polish weekly.
- j. **Water bottles** – replenish with fresh water when necessary.
- k. **Paper towels** – supply and fill when necessary.
- l. **Pot plants** – to be watered weekly.
- m. **Wall tiles** – wipe twice a week with antiseptic detergent.
- n. **Wash hand basin and taps** – wipe daily with antiseptic detergent.
- o. **Doors (Glass)** – clean daily.
- p. **Lockers/Cupboards (Steel)** – dust/wipe daily.

**2. KITCHENS**

- a. **Refuse bin** –empty, clean and wipe twice daily with antiseptic detergent.
- b. **Vinyl tile/sheet floors** – sweep daily, mop and polish weekly.
- c. **Other floors** – sweep daily and mop weekly.
- d. **Wall tiles** – wipe/wash twice a week with antiseptic detergent.
- e. **Windowsills, skirting-boards** – wipe with a damp cloth weekly.
- f. **Windows (both sides)** – clean once a month.
- g. **Doors** – clean and wipe weekly.
- h. **Kitchen sink and taps** – clean daily.
- i. **Kitchen cupboards** – clean surfaces daily and inside monthly.
- j. **Paper towels** – supply and fill when necessary.
- k. **Kitchen tables** – clean daily.
- l. **Cutlery** - wash on a daily basis as required. (Two kitchens)

**3. TOILETS AND SHOWERS**

- a. **Refuse bin** – empty, clean and wipe daily with antiseptic detergent.
- b. **Vinyl floors** – mop daily with antiseptic detergent and polish weekly.
- c. **Other floors** – mop daily with antiseptic detergent.
- d. **Carpets** – vacuum weekly.
- e. **Wall tiles** – wipe (wash) twice a week with antiseptic detergent.
- f. **Windowsills, skirting-boards** – wipe with a damp cloth weekly.
- g. **Windows (both sides)** – clean once a month.
- h. **Seat and pan** – wipe or scrub daily with antiseptic detergent.
- i. **Urinals** – scrub with special chemicals daily.
- j. **Shower floors** – scrub with special chemicals daily.
- k. **Hand basins and taps** – wipe daily with antiseptic detergent.
- l. **Chrome pipes** – clean and wipe daily.
- m. **Mirrors** – wipe and clean daily.
- n. **Doors** – clean and wipe weekly.
- o. **Paper towels** – supply and fill when necessary.
- p. **Toilet paper** – fill daily. (220 workers)
- q. **Liquid soap dispenser (where fitted)** – supply and fill daily.
- r. **Pee mats** – supply monthly (**do not cut in half**)
- s. **Hand soap** – supply and fill daily.
- t. **Small towels** – supply and fill when necessary.
- u. **Lockers/Cupboards (Steel)** – dust/wipe daily.

**4. GARDEN, YARD, BETWEEN AND AROUND BUILDINGS**

- a. Garden to be maintained to an acceptable standard.
- b. Cut grass and edges to acceptable standard.
- c. Weeding and removal of all dead and unwanted plants must be done weekly.
- d. Prune trees and shrubs as required.
- e. Hoeing of established flowerbeds.
- f. **NB | | Removal of all garden refuse and grass cuttings from site to Municipal refuse site by the Contractor. No vegetation debris must be dropped into yellow steel bin.**
- g. Repairing flowerbed walls.
- h. Weed 3m around loose standing buildings.
- i. Sweeping and cleaning of pathways after work has been done.
- j. Provision of own equipment to maintain the garden.
- k. Protective clothing and equipment to be worn when working with dangerous equipment such as lawnmowers and edge cutters. Contractor's responsibility. Safe working procedures to be provided with the tender document.
- l. The Contractor will be responsible for supervision of his/her employees.
- m. Watering of garden to be done by Contractor.
- n. Refuse bins outside buildings – empty in Municipal bin in wire camp.

**5 GENERAL**

- a. Carpets to be washed by the Contractor (Carpets to be washed only twice during the duration of this Contract.)
- b. Vinyl floors to be stripped and seal once during contract.
- c. The Contractor will supply all equipment and cleaning agents.
- d. The Contractor shall include for the proper completion of the work as described and shall allow for all cost incurred.
- e. The Contractor will be responsible for his own measurements.
- f. Contract specifications are to be read in conjunction with the minutes. The Contractor’s attention is drawn to the possibility of items being required varying from those on the specification. The cost of the requirements in the minutes is to be allowed for in the tender price.
- g. The Contractor will be responsible for obtaining the minutes of said meeting before specified closing date.
- h. Once the contract is awarded the buildings must be thoroughly cleaned and thereafter cleaned and maintained as per contract specifications.
- i. If certain items specified to be done in above-mentioned areas do not exist in such area, such items can be ignored.
- j. Note that the Operations buildings operate 24 hours daily and seven days a week and therefore the cleaning service at those buildings must be performed seven days a week

**6 SERVICE LEVELS**

- 6.1 An experienced account representative(s) is required to work with Transnet’s procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 6.2 Transnet will have weekly reviews with the Service Provider’s account representative on an on-going basis.
- 6.3 Transnet reserves the right to request that any member of the Service Provider’s team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 6.4 The Service Provider guarantees that it will achieve a 95% service level on the following measures:
  - a) Random checks on compliance with scope of work or terms of reference
  - b) On-time deliverables
- 6.5 The Service Provider must provide a telephone number for customer service calls.
- 6.6 Failure of the Service Provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] days’ notice to the Service Provider of its intention to do so.

**Acceptance of Service Levels:**

<b>YES</b>	
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<b>NO</b>	
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**7 RISK**

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

**7.1 Quality of Services delivered:**

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**7.2 Continuity of the provision of Services:**

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

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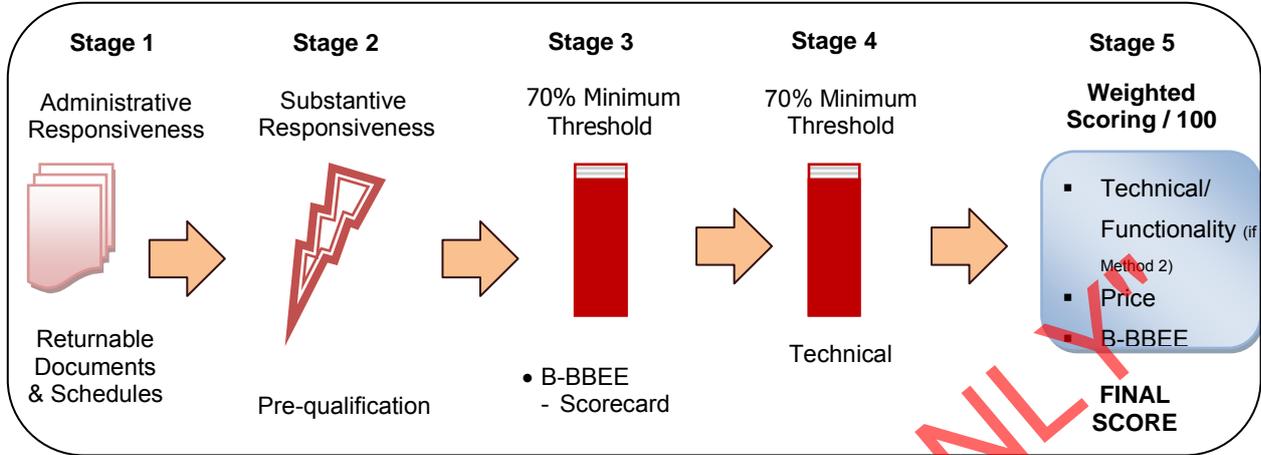
**8 REFERENCES**

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	CONTACT PERSON	TELEPHONE

**9 PRE-QUALIFICATION AND EVALUATION METHODOLOGY AND CRITERIA**

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



**9.1 STAGE ONE: Test for Administrative Responsiveness**

The test for administrative responsiveness will include the following:

Pre-Qualification Criteria	RFQ Reference
<ul style="list-style-type: none"> <li>• Whether the Bid has been lodged on time</li> </ul>	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> <li>• Whether all returnable documents and/or schedules [where applicable] were completed and returned by the closing date and time</li> </ul>	<i>Section 4</i>

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

**9.2 STAGE TWO: Test for Substantive Responsiveness to RFQ**

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

Pre-Qualification Criteria	RFQ Reference
<ul style="list-style-type: none"> <li>• Whether any pre-qualification criteria set by Transnet, have been met</li> </ul>	<i>Section 1 paragraphs 2.2, 6, 10.3</i> <i>Section 4 – validity period</i> <i>Sections 10 &amp; 11</i>
<ul style="list-style-type: none"> <li>• Whether the Bid contains a priced offer</li> </ul>	<i>Section 3</i>
<ul style="list-style-type: none"> <li>• Whether the Bid materially complies with the scope and/or specification given</li> </ul>	<i>All Sections</i>

Pre-Qualification Criteria	RFQ Reference
<ul style="list-style-type: none"> <li>Entity's financial stability</li> </ul>	<i>Audited financial statements [Returnable Document]</i>

***The test for substantive responsiveness [Stage Two] must be passed for a Respondent's Quotation to progress to Stage Three for further pre-qualification***

**9.3 STAGE THREE: Test Minimum Threshold 70% (for B-BBEE)**

a) **B-BBEE Scorecard:**

Pre-Qualification Criterion	RFQ Reference
<ul style="list-style-type: none"> <li>Current status evaluated according to the valid B-BBEE Accreditation scorecard</li> </ul>	<i>Section 1, paragraph 5 &amp; Preferential Points Claim Form, Annexure A</i>

***The test for meeting the B-BBEE threshold [Stage Three] must be passed for a Respondent's Quotation to progress to Stage Four for further pre-qualification***

**9.4 STAGE FOUR: Test Minimum Threshold of 70% for Technical / Functional Criteria**

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

Pre-Qualification Criteria	RFQ Reference
<ul style="list-style-type: none"> <li>Acceptance of service levels</li> </ul>	<i>Section 2 paragraph 21</i>
<ul style="list-style-type: none"> <li>Control measures to mitigate Transnet's risk exposure</li> </ul>	<i>Section 2, paragraph 22</i>
<ul style="list-style-type: none"> <li>Technical merit</li> <li>Safety characteristics</li> <li>Quality control practices</li> <li>Reliability</li> <li>Testing requirements</li> <li>Project plan and timelines</li> </ul>	<i>Section 2 [Scope of Requirements]</i>
<ul style="list-style-type: none"> <li>Deliverable lead times</li> </ul>	<i>Section 2 paragraph 4</i>

***The minimum threshold for Stage Four pre-qualification criteria must be met or exceeded for a Respondent's Quotation to progress to Stage Five for final evaluation***

### 9.5 STAGE FIVE: Evaluation and Final Weighted Scoring

a) **Technical / Functionality (if Method 2) (Weighted 70%)**

*[Refer paragraph 24.4 above]*

b) **Price Criteria: (Weighted 80%)**

Evaluation Criteria	RFQ Reference
• Commercial offer	<i>Section 3</i>
• Commercial discounts	<i>Section 3</i>
• Entity's financial stability	<i>Section 3</i>

**Transnet will utilise the following formula in its evaluation of price**

$$P_s = \frac{P_{bm}}{P_t} \times W_1$$

**Where:** Ps = Score for Bid under consideration

Pt = Comparative price of Bid under consideration

Pbm = Benchmarked price calculated using average price of bids received less 10%

W1 = The percentage score given to price

Bidders with a price lower than the benchmark will be given an automatic score equal to the full points allocated to price.

### 9.6 SUMMARY: Pre-Qualification Thresholds and Final Evaluated Weightings

PRE-QUALIFICATION CRITERIA	MINIMUM THRESHOLD [%]
B-BBEE	
Technical / Functionality	

EVALUATION CRITERIA	FINAL WEIGHTED SCORES
Price	
B-BBEE - Scorecard	
<b>TOTAL SCORE:</b>	<b>100</b>

*Note: Transnet reserves the right to conduct post-tender negotiations with the preferred Respondent(s)*

**RFQ FOR CLEANING, HYGIENE AND GARDENING SERVICES AT VARIOUS BUILDINGS IN  
POSTMASBURG AND LIME ACRES  
FOR A PERIOD OF 12 (TWELVE) MONTHS**

**Section 3 : PRICING AND DELIVERY SCHEDULE**

*Respondents are required to complete the table below:*

Ref	Description of Service	Asset no.	Frequency	TOTAL PRICE [P/M]	
				R	C
<b>Operations Buildings Postmasburg</b>					
1	Operating offices	02XF001K	Daily		
2	Mess & ablution	02AF127K	Daily		
3	Mess & ablution	02AF125K	Daily		
4	Mess & ablution	02AF122K	Daily		
5	Control point 24	02AF098K	Daily		
6	Weighbridge offices	02AF119K	Daily		
7	Control point 36	02AF101K	Daily		
8	Control point Weskas	02YF034K	Daily		
9	Garage	03AF002K	Weekly		
10	Gardening	02YF034K	Weekly		
11	Hostel offices	02AF141K	Daily		
<b>Transport Telecomms Buildings Postmasburg</b>					
12	Office / workshop	02YF035K	Daily		
13	Building no 2	02AF139K	Daily		
14	Gardening	02YF035K	Weekly		
<b>Security Postmasburg</b>					
15	Office	02YF031K	Daily		
<b>Infra Postmasburg</b>					
16	Mess & ablution 1	02AF128K	Daily		
17	Office	02AF129K	Daily		
18	Mess & ablution 2	02AF130K	Daily		
19	Mess & ablution 3	02AF124K	Daily		

Respondent's Signature

Date & Company Stamp

20	Gardening	02AF129K	Weekly		
<b>Staff Residence Postmasburg</b>					
21	Laundries, Store Rooms and Passages	02AF141K	Daily		
22	Gardening	02AF141K	Weekly		
<b>Operations Lime Acres</b>					
23	Mine Office	Mine	Daily		
24	Auxiliary Office	Mine	Daily		
25	Park home office	03KF001K	Daily		
26	Gardening	03KF001K	Weekly		
27	Mess & ablution	02AF071K	Daily		
				SUBTOTAL PRICE	
				14% VAT	
				TOTAL TENDER PRICE	

**Total tender price in words:**

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**Notes to Pricing:**

- a) Prices must be quoted in South African Rand, exclusive of VAT
- b) Prices quoted must be firm for a period of 12 months from start date of contract, no escalation of tendered prices will be allowed.

**Respondents are required to submit their 3-year audited financial statements with their Quotation in order to enable Transnet to establish financial stability**

**PRICES FOR THE SUPPLY OF CONSUMABLES**

DESCRIPTION	UOM	PRICE	
		R	C
WHITE PAPER TOWEL, SINGLE PLY 210MM WIDE X 1500M LONG ROLL 25 GRAMS WITH CORE DIA OF 28MM	ROLL		
WHITE SOFT SINGLE PLY TOILET PAPER PER PACK OF 48 ROLLS 500 SHEETS PER ROLL, PERFORATED EVERY 111MM MAXIMUM OUTSIDE DIA OF ROLL 105MM WIDTH OF ROLL 101,5MM NOMINAL CORE DIA OF 38MM(ID) SPECIFICATION: SABS 648-1980	PACK		

Respondent's Signature

Date & Company Stamp

**RFQ FOR CLEANING, HYGIENE AND GARDENING SERVICES AT VARIOUS BUILDINGS IN  
POSTMASBURG AND LIME ACRES  
FOR A PERIOD OF 12 (TWELVE) MONTHS**

**Section 4 : QUOTATION FORM**

I/We \_\_\_\_\_

*[name of entity, company, close corporation or partnership]*

of *[full address]*

\_\_\_\_\_

carrying on business trading/operating as \_\_\_\_\_

represented by \_\_\_\_\_

in my capacity as \_\_\_\_\_

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as the case may be, dated \_\_\_\_\_ a certified copy of which is annexed hereto, hereby offer to provide the above-mentioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the accompanying letter(s) reference \_\_\_\_\_ and dated \_\_\_\_\_ *[if any]* and the documents listed in the accompanying schedule of RFQ documents.

I/We agree to be bound by those conditions in Transnet's:

- (i) Terms and Conditions of Contract;
- (ii) General Bid Conditions – Services; and
- (iii) 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 in the letter of award, 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.

Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of intent [the **Letter of Intent**], this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the provision of Services within 4 [four] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Quotations afresh and/or having to accept any less favourable Quotation.

I/We accept that any contract resulting from this offer will be for a period of 12 months only; and agree to a penalty clause to be negotiated with Transnet, which will allow Transnet to invoke a penalty against us should the delivery of the Services be delayed due to non-performance by ourselves.

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

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

**ADDRESS FOR NOTICES**

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFQ. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Quotation being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTIFICATION OF AWARD OF RFQ**

As soon as possible after approval to award the contract(s), the successful Respondent [**the Service Provider**] will be informed of the acceptance of its Quotation. Unsuccessful Respondents will be advised in writing of the name of the successful Service Provider and the reason as to why their Quotations have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

**VALIDITY PERIOD**

Transnet requires a validity period of 90 [ninety] days [from closing date] of this RFQ.

**NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)**

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [**C.C.**] on whose behalf the RFQ is submitted.

(i) Registration number of company / C.C. \_\_\_\_\_

(ii) Registered name of company / C.C. \_\_\_\_\_

(iii) Full name(s) of director/member(s)                      Address/Addresses                      ID Number(s)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONFIDENTIALITY**

All information related to this RFQ, a subsequent contract or Purchase Order is to be treated with strict confidence.

**DISCLOSURE OF PRICES TENDERED**

Respondents must indicate below whether Transnet may disclose their tendered prices and conditions to other Respondents:

<b>YES</b>		<b>NO</b>	
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**PRICE REVIEW**

The successful Respondent(s) [the Service Provider] will be obliged to submit to an annual price review. Transnet will be benchmarking this price offering(s) against the lowest price received as per a benchmarking exercise. If the Service Provider’s price(s) is/are found to be higher than the benchmarked price(s), then the Service Provider shall match or better such price(s) within 30 [thirty] days, failing which the contract may be terminated at Transnet’s discretion or the particular service(s) purchased outside the contract.

**RETURNABLE DOCUMENTS, SCHEDULES AND ANNEXURES**

**Mandatory Returnable Documents and Schedules**

Respondents are required to submit the following returnable documents and schedules with their responses. All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these mandatory Returnable Documents, Schedules and Annexures by so indicating [Yes or No] in the table below:

<b>MANDATORY RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
SECTION 3 : Pricing & Delivery Schedule	
SECTION 5 : Original valid Tax Clearance Certificate (Consortia / Joint Ventures / Sub-contractors must submit a separate Tax Clearance Certificate for each party)	
Letter of Good Standing	

***Failure to provide all the above-referenced mandatory returnable documents at the closing date and time of this tender will result in a Respondent’s disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Quotations.***

**Essential Returnable Documents and Schedules**

Respondents are required to submit the following essential returnable documents and schedules with their responses. All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these essential Returnable Documents, Schedules and Annexures by so indicating [Yes or No] in the table below:

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
SECTION 1 : Notice to Bidders	
SECTION 2 : Background, Overview and Scope of Requirements	
SECTION 4 : Quotation Form	
SECTION 5 : Vendor Application Form	
- Original cancelled cheque or bank verification of banking details	
- Certified copies of IDs of shareholder/directors/members [as applicable]	
- Certified copy of Certificate of Incorporation [CM29/CM9 name change]	
- Certified copy of share certificates [CK1/CK2 if CC]	
- Entity's letterhead	
- Certified copy of valid VAT Registration Certificate	
- Valid B-BBEE Verification Certificate [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
- Certified copy of valid VAT Registration Certificate	
- Audited Financial Statements for previous 3 years	
SECTION 6 : Signing Power - Resolution of Board of Directors	
SECTION 7 : Certificate of Acquaintance with RFQ Documents	
SECTION 8 : Certificate of Acquaintance with Terms and Conditions of Contract	
SECTION 9 : RFQ Declaration Form	
SECTION 10 : Breach of Law Form	
SECTION 12 : Supplier Code of Conduct	
SECTION 13 : Certificate of attendance of RFQ Briefing	
SECTION 14 : Certificate of Acquaintance with Specifications	

**Failure to provide all the above-referenced returnable documents may result in a Respondent's disqualification at Transnet's sole discretion. Bidders are therefore urged to ensure that all these documents are returned with their Quotations.**

Respondent's Signature

Date & Company Stamp

**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.

"PREVIEW COPY ONLY"

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Respondent's Signature

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Date & Company Stamp

**By signing these RFQ documents, 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 properly to take it into account for the purpose of calculating tendered prices or otherwise.**

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2 \_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

\_\_\_\_\_

NAME: \_\_\_\_\_

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

"PREVIEW COPY ONLY"

**RFQ FOR CLEANING, HYGIENE AND GARDENING SERVICES AT VARIOUS BUILDINGS IN  
POSTMASBURG AND LIME ACRES  
FOR A PERIOD OF 12 (TWELVE) MONTHS**

**Section 5 : Transnet Supplier Declaration/Application**

The Financial Director or Company Secretary

Transnet Vendor Management has received a request to load your company on to the Transnet vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (**SDF**) on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS member).

**NB:** *• Failure to submit the above documentation will delay the vendor creation process.  
• Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.*

**IMPORTANT NOTES:**

- a) **If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company AND/OR BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.  
**NB:** BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).
- c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.  
**NB:** BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) **Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.**

Regards,

**Transnet Vendor/Supplier Management .Contact person Leonie tel: 053-8383119**

Respondent's Signature

Date & Company Stamp  
Transnet iSCM Services: RFQ October 2012

# Supplier Declaration 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 E-Mail Address							
Company Website Address							
Bank Name				Bank Account Number			
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)	< R5 Million		R5-35 million		> R35 million		
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 Service Supplied (E.G.: Stationery/Consulting)							
<b>BEE Ownership Details</b>							
% Black Ownership		% Black women ownership		% Disabled person/s ownership			
Does your company have a BEE certificate	Yes		No				
What is your broad based BEE status (Level 1 to 9 / Unknown)							
How many personnel does the firm employ	Permanent		Part time				
Transnet Contact Person							
Contact number							
Transnet operating division							
<b>Duly Authorised To Sign For And On Behalf Of Firm / Organisation</b>							
Name				Designation			
Signature				Date			
<b>Stamp And Signature Of Commissioner Of Oath</b>							
Name				Date			
Signature				Telephone No.			

**NB: Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products.**

**Transnet Vendor/Supplier Management .Contact person Leonie tel: 053-8383119.**

Respondent's Signature

Date & Company Stamp

Transnet iSCM Services: RFQ October 2012

**RFQ FOR CLEANING, HYGIENE AND GARDENING SERVICES AT VARIOUS BUILDINGS IN  
POSTMASBURG AND LIME ACRES  
FOR A PERIOD OF 12 (TWELVE) MONTHS**

**Section 6 : SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS**

NAME OF ENTITY: \_\_\_\_\_

It was resolved at a meeting of the Board of Directors held on \_\_\_\_\_ that

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

in his/her capacity as indicated above is/are hereby authorised to enter into, sign, execute and complete any documents relating to this Quotation and any subsequent Agreement for the provision of Services.

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE CHAIRMAN

FULL NAME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE SECRETARY

**RFQ FOR CLEANING, HYGIENE AND GARDENING SERVICES AT VARIOUS BUILDINGS IN  
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**Section 7 : CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS**

NAME OF ENTITY:

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1. I/we

\_\_\_\_\_ do hereby certify that i/we acquainted myself/ourselves with all the documentation comprising this RFQ and all conditions contained therein, as laid down by Transnet SOC Ltd for the carrying out of the proposed supply/service/works for which I/we submitted my/our Quotation.

2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFQ/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

3. I/we understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect.

4. For the purposes of this Certificate and the accompanying Bid, I/we understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

- a) has been requested to submit a Bid in response to this Bid invitation;
- b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
- c) provides the same Services as the Bidder and/or is in the same line of business as the Bidder

5. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.

6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) prices;
- b) geographical area where Services will be rendered [market allocation]
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a Bid;
- e) the submission of a Bid which does not meet the specifications and conditions of the RFQ; or

f) bidding with the intention not winning the Bid.

- 7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this RFQ relates.
- 8. The terms of the accompanying Bid have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
- 9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

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**RFQ FOR CLEANING, HYGIENE AND GARDENING SERVICES AT VARIOUS BUILDINGS IN  
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**Section 8 : CERTIFICATE OF ACQUAINTANCE WITH THE TERMS AND CONDITIONS OF  
CONTRACT FOR THE PROVISION OF SERVICES TO TRANSNET**

*[appended hereto as Appendix (ii)]*

NAME OF ENTITY:

\_\_\_\_\_

I/We \_\_\_\_\_  
do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the Terms and Conditions of Contract as received on \_\_\_\_\_ *[insert date]* from Transnet SOC Ltd for the carrying out of the proposed Services for which I/we submitted my/our Quotation.

I/We furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any Terms and Conditions of Contract or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the entire Terms and Conditions of Contract as confirmation in terms of the Returnable Schedule.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

**RFQ FOR CLEANING, HYGIENE AND GARDENING SERVICES AT VARIOUS BUILDINGS IN POSTMASBURG AND LIME ACRES FOR A PERIOD OF 12 (TWELVE) MONTHS**

**Section 9 : RFQ DECLARATION 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. 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;
4. 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
5. 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.
6. If such a relationship exists, 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 may lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet]*

7. 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.
  
8. We accept that any dispute pertaining to this Bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. [Refer "Important Notice to Respondents" overleaf].
  
9. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

**IMPORTANT NOTICE TO RESPONDENTS**

- **Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFQs exceeding R5,000,000.00 [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFQ process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.**
- **It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.**
- **An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net**
- **For transactions below the R5,000,000.00 [five million S.A. Rand] threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.**
- **All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a Bidder on its List of Excluded Bidders.**

- **RFQ FOR CLEANING, HYGIENE AND GARDENING SERVICES AT VARIOUS BUILDINGS IN POSTMASBURG AND LIME ACRES**
- **FOR A PERIOD OF 12 (TWELVE) MONTHS**

**Section 10 : BREACH OF LAW FORM**

NAME OF ENTITY: \_\_\_\_\_

I/We \_\_\_\_\_

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

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

NATURE OF BREACH:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF BREACH: \_\_\_\_\_

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

**RFQ FOR CLEANING, HYGIENE AND GARDENING SERVICES AT VARIOUS BUILDINGS IN POSTMASBURG AND LIME ACRES FOR A PERIOD OF 12 (TWELVE) MONTHS**

**Section 11 : RFQ CLARIFICATION REQUEST FORM**

RFQ No: KBY / 52175

RFQ deadline for questions / RFQ Clarifications: Before 12:00 on 14 March 2013

TO: Transnet SOC Ltd  
ATTENTION: Herman Conradie  
EMAIL: Herman.Conradie@transnet.net  
DATE: \_\_\_\_\_  
FROM: \_\_\_\_\_

RFQ Clarification No [to be inserted by Transnet]

**REQUEST FOR RFQ CLARIFICATION**

\_\_\_\_\_  
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**RFQ FOR CLEANING, HYGIENE AND GARDENING SERVICES AT VARIOUS BUILDINGS IN  
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**Section 12 : SUPPLIER CODE OF CONDUCT**

Transnet aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support. These are:

- The Transnet Supply Chain Policy [**SCP**];
- Section 217 of the Constitution - the five pillars of Public PSCM [Procurement and Supply Chain Management]: fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act [**PFMA**];
- The Broad-Based Black Economic Empowerment Act [**B-BBEE**]; and
- The Prevention and Combating of Corrupt Activities Act.

This Code of Conduct has been included in this RFQ to formally apprise prospective Transnet Suppliers of Transnet's expectations regarding the behaviour and conduct of its Suppliers.

**Prohibition of bribes, kickbacks, unlawful payments, and other corrupt practices**

Transnet is in the process of transforming itself into a self-sustaining State Owned Company [**SOC**], actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

a) *Transnet will not participate in corrupt practices and therefore expects its Suppliers to act in a similar manner.*

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our Suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, to:
  - illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
  - win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
  - gain an improper advantage.
- There may be times when a Supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts [0800 003 056].

b) *Transnet is firmly committed to the ideas of free and competitive enterprise.*

- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend [fronting].

c) *Transnet's relationship with Suppliers requires us to clearly define requirements, exchange information and share mutual benefits.*

- Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our Suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
  - misrepresentation of their product [e.g. origin of manufacture, specifications, intellectual property rights];
  - collusion;
  - failure to disclose accurate information required during the sourcing activity [e.g. ownership, financial situation, B-BBEE status];
  - corrupt activities listed above; and
  - harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the Supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

### **Conflicts of interest**

A conflict of interest arises when personal interests or activities influence [or appear to influence] the ability to act in the best interests of Transnet. Examples include, but are not limited to:

- Transnet employees awarding business to entities in which their family members or associates have an interest
- Transnet employees having a financial interest in a bidding entity

Bidding entities are required to disclose any interest which exists between themselves and any employee and/or Transnet Board member.

**RFQ FOR CLEANING, HYGIENE AND GARDENING SERVICES AT VARIOUS BUILDINGS IN  
POSTMASBURG AND LIME ACRES  
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**Section 13 : CERTIFICATE OF ATTENDANCE OF RFQ BRIEFING**

It is hereby certified that –

1. \_\_\_\_\_

2. \_\_\_\_\_

Representative(s) of \_\_\_\_\_ *[name of entity]*  
attended the RFQ briefing in respect of the proposed Services to be rendered in terms of this RFQ on 11  
March 2013.

\_\_\_\_\_  
TRANSNET'S REPRESENTATIVE

\_\_\_\_\_  
RESPONDENT'S REPRESENTATIVE

DATE \_\_\_\_\_

DATE \_\_\_\_\_

EMAIL \_\_\_\_\_

"PREVIEW COPY ONLY"

**RFQ FOR CLEANING, HYGIENE AND GARDENING SERVICES AT VARIOUS BUILDINGS IN  
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**Section 14 : CERTIFICATE OF ACQUAINTANCE WITH SPECIFICATIONS**

I/We \_\_\_\_\_  
do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the Specifications for the carrying out of the proposed Services for which I/we submitted my/our Quotation.

I/We furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any provisions of the Specifications or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the Specifications as confirmation in terms of the Returnable Schedule.

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF RESPONDENT

"PREVIEW COPY ONLY"