



**Transnet Freight Rail**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No CRAC: DNR-17828**

**FOR THE PROVISION OF: PEST CONTROL FOR A PERIOD OF 24 MONTHS**

**FOR DELIVERY TO: LOT 17E HOUSE, BAYHEAD, DURBAN**

**ISSUE DATE: 08 JUNE 2015**

**CLOSING DATE: 25 JUNE 2015**

**CLOSING TIME: 10:00**

**SITE BRIEFING: 100 EEL ROAD, BAYHED, DURBAN (STUDIO BOARDROOM)**

**DATE AND TIME: 18 JUNE 2015 @ 10H00**

**VALIDITY 30 SEPTEMBER 2015**



**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 re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations ;  
or
- make no award at all.

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

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

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

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

**10 Specification/Scope of Work**

**ANNEXURE A**

**Transnet urges its clients, suppliers and the general public to report any fraud or corruption to**

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

**"PREVIEW COPY ONLY"**

**RFQ FOR THE PROVISION OF: PEST CONTROL**  
**CLOSING VENUE: DURBAN**  
**CLOSING DATE & TIME 25 JUNE 2015 @ 10H00**  
**VALIDITY PERIOD: 90 Business Days**

**SECTION 2**  
**EVALUATION CRITERIA AND RETURNABLE DOCUMENTS**

**1 EVALUATION CRITERIA**

**2 TRANSNET WILL UTILISE THE FOLLOWING CRITERIA [NOT NECESSARILY IN THIS ORDER] IN CHOOSING A SUPPLIER/SERVICE PROVIDER, IF SO REQUIRED:**

Criterion/Criteria	Explanation
<b>Administrative responsiveness</b>	Completeness of response and returnable documents
<b>Substantive responsiveness</b>	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given. <ul style="list-style-type: none"> <li>• Valid Pest Control Certificate</li> </ul>
<b>Final weighted evaluation based on 80/20 preference point</b>	<ul style="list-style-type: none"> <li>• Pricing and price basis [firm]</li> <li>• B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.</li> </ul>

**3 Validity Period**

Transnet desires a validity period of 90 [ninety] Business Days from the closing date of this RFQ. This RFQ is valid until \_\_\_\_\_.

**4 Disclosure of Prices Quoted**

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

YES  NO

**5 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:

<b>Mandatory Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 3 : Quotation Form	
Valid Pest Control Certificate	

- 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.***

<b>Essential Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Form	
- Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: 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]	
ANNEXURE A -Specification	
ANNEXURE B- Pricing Schedule	

**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.

**Price Schedule**

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

Item No	Description of Goods / Services	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
1	Pest Control	Monthly	24 months		

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

**Notes to Pricing:**

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.

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.

**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**

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

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

**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

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 \_\_\_\_\_ 20\_\_\_\_

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

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

\_\_\_\_\_

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

\_\_\_\_\_

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

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

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



**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 \_\_\_\_\_ 20\_\_\_\_

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**  
**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  
\_\_\_\_\_ 20\_\_\_\_

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

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

DATE \_\_\_\_\_

DATE \_\_\_\_\_

EMAIL \_\_\_\_\_

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## ANNEXURE A

### SPECIFICATIONS APPLICABLE FOR PEST CONTROL SERVICE CONTRACTS

#### 1. PEST CONTROL: SCOPE OF WORK

The service performed must be according to set requirements. All designated areas to be monitored and checked as per agreement. An integrated pest control programme must be based on:

- Regular inspection of high risk areas.
- Implementing preventative measures.
- Using the entire spectrum of available control measures.
- Correctly identifying the pest and accessing the degree of infestation in order to take into account biology and habits of the organism.
- Evaluating the success of all measures.

#### 2. REQUIREMENTS

- 2.1 Treatments Methods.  
Spraying, rodent bait, chemicals and fogging.
- 2.2 Areas of Treatment  
Offices, kitchens, eating areas, change rooms and surrounding environment.
- 2.3 Pest Coverage  
Cockroaches, ants, mice, rats, flies, termites, booklice, spiders, etc.
- 2.4 Documentation  
At completion of each visit, the pest control officer will present to the Risk Office a written report and invoice.
- 2.5 Supporting Documents  
- Copy of certificate of registration by the Department of Agriculture as a Pest Controller.
- 2.6 Reporting  
Completed at the time service by the Pest Control Officer and reviewed with the Risk Office following each visit.
- 2.7 Emergency Service

Response within 8 hours and service performed from Monday to Friday 07h30 to 16h00.

2.8 Safety

The treatment chemicals used must be human friendly (can be used during working hours) taking into consideration people with respiratory medical conditions (asthma etc.).

Pest Control Officers must wear safety boots/shoes at all times when conducting the services, hearing protection must also be provided as some areas have high noise levels.

2.9 Bait stations installations in administration buildings.

2.10 Crawling Insects

- **Kitchens** – in Admin Buildings
- **Eating areas** – (workshops)
- **Offices** – Admin and including in Workshops
- **Change Rooms** (all Business units)
- **Store Room** – (all Business units)

TREATMENT AREAS	FREQUENTLY
ADMIN/OFFICES BLOCKS	Quarterly
WORKSHOP OFFICES	Quarterly
ABLUTION BLOCKS	Quarterly
KITCHENS	Quarterly
EATING AREAS – workshops	Quarterly
SECURITY OFFICES	Quarterly
CLINIC	Quarterly

3. **THE FOLLOWING TERMS AND CONDITIONS IN ADDITION TO THE CONTRACT SHALL ALSO APPLY:-**

3.1 **BREACH OF CONTRACT**

The client, Transnet Freight Rail, will be allowed to terminate the contract by giving 30 (thirty) days' notice should the service rendered, not be according to the laid-down specifications, and the client's full satisfaction.

### 3.2 **RETENTION FEE**

Transnet shall be entitled to retain 10% of the total value of an invoice for a particular month, should it be discovered that the service rendered did not meet Transnet's requirements, or where a service was not rendered. A pro rata amount will be determined to calculate an amount equal to the cost of the work that would have been incurred to render such a service, for the work not rendered. Such amount will be retained from the retention amount and any difference will be refunded to the Contractor. Should the retention amount be less than the amount incurred, Transnet shall withhold the additional amount from the subsequent invoice payment.

### 3.3 **PAYMENT**

All suppliers shall be paid within 30 days from date of receipt of invoice by the Transnet Freight Rail Accounting, Johannesburg office, following acceptance of service by Transnet Freight Rail.

An original invoice, must be submitted with a signed "**ORIGINAL SERVICE / TREATMENT REPORT**" quoting the **Station Name, Building Asset Number, Purchase Order, and Contact Number**.

### 3.4 **FREQUENCY OF TREATMENT**

The service is to be provided on a quarterly basis (every three months) and a certificate of treatment/completion reflecting each building is to be provided upon completion of the treatment.

### 3.5 **BUILDINGS TO BE TREATED**

The buildings to be treated are those reflected in the attached analysis form, which is an integral part of the specification document.

N.B. CHEMICALS AND CONSUMABLES TO BE ENVIRONMENTAL FRIENDLY AND SABS APPROVED. THE CONTRACTOR SHALL ENSURE THAT ALL CHEMICALS BROUGHT TO TRANSNET PROPERTIES ARE ACCOMPANIED WITH AN UP-TO-DATE MATERIAL SAFETY DATA SHEET (MSDS)

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Respondent's Signature

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Date & Company Stamp

**ANNEXURE B**

BAYHEAD: LOLIWE HOUSE: PEST CONTROL	
2015-2016	
Quarter one	R
Quarter two	R
Quarter three	R
Quarter four	R
2016-2017	
Quarter one	R
Quarter two	R
Quarter three	R
Quarter four	R
Total	R

"PREVIEW COPY ONLY"



