



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-CDK-20587**

**FOR THE PROVISION OF: GARDENING, GRASS CUTTING AND WEED CONTROL  
FOR THE PERIOD OF 24 MONTHS**

**FOR DELIVERY TO: CITY DEEP ADMIN & TERMINAL/CITY DEEP  
YARD/SLAAGPALE**

**COMPULSORY BRIEFING SESSION**

**TIME : 10h00 am**

**DATE : 28 JANUARY 2016**

**VENUE : CITY DEEP ADMIN BUILDING, 1 HOUER ROAD**

**ISSUE DATE: 19 JANUARY 2016**

**CLOSING DATE: 02 FEBRUARY 2016**

**CLOSING TIME: 10:00 am**

**NB: ON CLOSING DATE PLEASE SUBMIT TWO (2) DOCUMENTS ORIGINAL & COPY  
IN ONE ENVELOPE IT MUST BE INSCRIBED ON THE OUTSIDE WITH THE TENDER  
NUMBER AND THE CLOSING DATE.**

**PLEASE BRING A VALID TENDER DOCUMENT ,SAFETY BOOTS AND REFLECTIVE VEST  
ON THE DAY OF THE BRIEFING OTHERWISE YOU WILL NOT BE ALLOWED TO GO  
TO SITE**

## Section 1

### NOTICE TO BIDDERS

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

**METHOD:** [post /or courier]

**CLOSING VENUE:** [The Secretary, Transnet Freight Rail, Acquisition Council, Tender Box on the Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown]

#### 1 Responses to RFQ

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

#### 2 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. As described in more detail in the attached B-BBEE Claim Form Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

The value of this bid is estimated to be below R 100 000 (all applicable taxes included) and therefore the **80/20** system shall be applicable.

Respondents are required to complete Annexure A [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

**Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.**

#### 3 Communication

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

A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

**Name:** ALEX BALOYI

**Email:** Alex.Baloyi@transnet.net

**Telephone:** 011 584 1425

Respondents may also, at any time after the closing date of the RFQ, communicate with the Secretariat of the Transnet Acquisition Council on any matter relating to its RFQ response:

**Telephone:** 011-544-9486

**Email:** Prudence.Nkabinde@transnet.net

#### 4 Legal Compliance

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

## 5 **Changes to Quotations**

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

## 6 **Pricing**

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

## 7 **Prices Subject to Confirmation**

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

## 8 **Binding Offer**

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

## 9 **Disclaimers**

Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to 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 orders 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.

Transnet reserves the right to lower the threshold for Technical from **100 %** to 70% if no Bidders pass the predetermined minimum threshold.

## 10 Specification/Scope of Work

Any queries concerning work, please contact above person			
<b>SCOPE OF WORK</b>			
<b>AREAS TO BE CLEANED</b>			
(A) Entertainment areas / lapa / braai area outside			
(B) Parking area			
(C) Surrounding area (at main entrance) and garden area			
(D) Diesel Pump House and Surrounding Area			
(E) Decanting and surrounding Area			
(F) Refuelling and surrounding Area			
(G) Garden Services			
<b>DUTIES</b> (all areas where applicable)			
<b>1. ALL PARKING AREAS / RAMP / GUARD HOUSE &amp; OUT BUILDINGS</b>			
All surface refuse to be removed			Daily
Sweep around buildings			Daily
<b>2. EXTERNAL AREA AT MAIN ENTRANCE &amp; VARIOUS ASSEMBLY POINTS</b>			
All surface refuse to be removed			Daily
Area to be swept			Daily
Garden area to be kept clean & neat where necessary			Daily
<b>3. ENTERTAINMENT AREAS / BRAAI AND LAPAS (OUTSIDE)</b>			
Area to be swept			Daily
Garden area to be cleaned and grass cut			Weekly
<b>4. DIESEL PUMP HOUSE AND SURROUNDING AREA</b>			
Grass to be cut and trimmed around premises			As required
Flower beds to be kept neat and clean			As required
Trees to be pruned			As required
Rough cutting			As required
Contractor to supply lawn movers, weed-eater / brush			As required
cutter, garden tools and PPE			As required

	All garden refuse (leaves, etc.) to be removed by contractor			As required
	Pump House to be cleaned			Daily
	Spillages to be cleaned			Daily
	Equipment to be cleaned			Daily
	<b>5. DECANTING AND SURROUNDING AREA</b>			
	Grass to be cut and trimmed around premises			As required
	Flower beds to be kept neat and clean			As required
	Trees to be pruned			As required
	Rough cutting			As required
	Contractor to supply lawn movers, weed-eater / brush			As required
	cutter, garden tools and PPE			As required
	All garden refuse (leaves, etc.) to be removed by contractor			As required
	Cement floors to be washed with chemical			As required
	Spillages to be cleaned with chemical			As required
	Equipment to be cleaned			Daily
	<b>6. REFUELING AND SURROUNDING AREA</b>			
	Cement floors to be washed with chemical			As required
	Spillages to be cleaned with chemical			As required
	Equipment to be cleaned			Daily
	<u>Safety file to be on site and to consist of the following:</u>			Daily
	Risk Assessment and Safety Plan			
	Written Safe Work Procedures and Job Observations			
	Valid Appointment letters (First Aid / Pest Control / SHE Reps)			
	Valid Certificates (First Aid / Pest Control / SHE Rep / Site Access)			
	Recording of IOD Incidents			
	Audit and Inspection of all machinery			
	Minutes of Meetings			
	Register of Personal Protective Equipment			
	Training Certificates for all employees			
	General issues			
	<b>7. GARDEN SERVICE</b>			
	Grass to be cut and trimmed in and around premises			Weekly
	Flower beds to be kept neat and clean			Weekly
	Flower to be planted if necessary and to be kept neat and clean			As required
	Trees to be pruned			As required
	Rough cutting			As required
	Contractor to supply lawn movers, weed-eater / brush			
	cutter, garden tools and PPE			As required
	All garden refuse (leaves, etc.) to be removed by contractor			As required

8. SUPERVISION					
	Full time supervision to be provided by Contract				Daily
	Quality Control will be done by client on site (sign job cards)				Weekly
	<u>Safety file to be on site and to consist of the following:</u>				
	Risk Assessment and Safety Plan				
	Written Safe Work Procedures and Job Observations				
	Valid Appointment letters (First Aid / SHE Reps)				
	Valid Certificates (First Aid / SHE Rep / Site Access)				
	Recording of IOD Incidents				
	Audit and Inspection of all machinery				
	Minutes of Meetings				
	Register of Personal Protective Equipment				
	Training Certificates for all employees				
	General issues				
	Valid letter of Good Standing - Cleaning				
<b>9. EQUIPMENT / MATERIALS / CONSUMABLES</b>					
TO BE PROVIDED / SERVICED BY CONTRACTOR AND DELIVERED TIMEOUSLY					
	Lawn movers				
	Weed- Eater				
	Brooms				
	Brush cutter				
	All Garden tools and chemicals (properly marked)				
	Consumables e.g. toilet paper of an acceptable standard (double ply)				
	Buckets				
	Necessary sign boards (e.g. floor Wet / Slippery, etc.)				
	Contractor to conform with all Safety Requirements including				
	Safety, Health, Environment (SHE) Induction for Contractors as				
	specified by Transnet Freight Rail (copy enclosed)				
	Consumables e.g. cleaning chemicals be in an acceptable standard				
	Meaning <b>SABS</b> approved of equivalent.				
<b>NB:</b> All cleaning chemicals and cleaning machinery to be supplied by the cleaning					
company and clearly marked by the contractor.					
<b>NB:</b> All equipment to be kept in a good and safe condition at all times and to comply					
with all safety regulations including all extension cords, etc.					
Toilet Area's are not be used as change rooms. Cleaning of equipment					
will not be allowed in toilet / kitchen areas					
Disposal of dirty water to be deposited directly into toilet pans, toilet					
areas to be cleaned after work has been completed or minimum twice daily.					



<b>10. STAFF REQUIREMENTS / WORKING HOURS</b>						
Cleaning to commence from Monday to Friday 07:00 to 16:00						
<b>(times can be altered due to emergency requirements)</b>						
Areas to be serviced on Saturday & Sunday at all times (24/7) KAZ YARD & KAZ LOCO						
Site book to be kept at each depot to record working hours of						
Employees and to record complaints.						
<b>11. UNIFORM CLOTHING</b>						
The Contractor shall at all times ensure that all cleaning staff has been						
provided with all necessary protective clothing, e.g. gloves, shoes,						
Masks, etc.						
All cleaning staff to be identifiable with (visible) identification at all times						
<b>12. TERMS OF CONTRACT</b>						
Contract period 01 March 2016 - 28 February 2017						
<b>13. PAYMENT</b>						
<b>ACCREDITED BEE SUPPLIERS</b>						
The following payment terms shall apply						
All suppliers shall be paid within 30 days from date/receipt of invoice by						
accounting office, following acceptance of services by Transnet Freight Rail,						
Provided normal procurement procedures have been followed. All suppliers						
Must submit their BEE Certificate.						
A month will be calculated from the 1st of the month to the 30/31st of the						
Month.						
In the event of full staff complement not available, payment for that						
Specific day will be withheld / deducted.						
Signed register of work performed to be submitted with the invoice.						
Noted that the invoice should indicate all buildings (per depot) by using						
the asset number of the serviced building.						
Register to be signed by Supervisor of the specific area.						
Invoice to be signed by the relevant Manager to indicate that the work						
was performed to satisfaction before submitting for payment.						
<b>14. OTHER TRADE SUPPLIERS</b>						
All suppliers are paid within 30 days from month end statement.						
Early settlements are discouraged unless very special circumstances prevail						
Early settlements will only be approved by the Chief Procurement Officer,						
or his delegate, based on the settlement discount being more advantageous						
than the financing cost incurred by Transnet Freight Rail.						

<b>15. BREACH OF CONTRACT</b>					
Transnet Freight Rail will be allowed to terminate the contract by giving 30 days notice					
should the cleaning service not be according to specification and to the client's full					
satisfaction. This will include non-conformance to all Health and Safety Standards					
as required by Transnet Freight Rail.					

**Transnet urges its clients, suppliers and  
the general public to report any fraud or  
corruption to  
TIP-OFFS ANONYMOUS: 0800 003 056**



**RFQ FOR THE PROVISION:** GARDENING, GRASS CUTTING AND WEED CONTROL AT CITY DEEP ADMIN & TERMINALS

**CLOSING VENUE:** Tender Box on the Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown

**CLOSING DATE & TIME:** 02 FEBRUARY 2016 & 10H00am

**VALIDITY PERIOD:** 90 Business Days

## SECTION 2

### EVALUATION CRITERIA AND RETURNABLE DOCUMENTS

#### 1 Evaluation Criteria

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

Criterion/Criteria	Explanation
<b>Administrative responsiveness</b>	<p>Completeness of response and returnable documents</p> <ul style="list-style-type: none"> <li>Valid Letter of Good Standing( cleaning only )</li> <li>Completion of SHE management questionnaires</li> </ul>
<b>Substantive responsiveness(mandatory)</b>	<p>Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.</p> <ul style="list-style-type: none"> <li>Risk/safety plan (SHE rep training &amp; certificate)</li> <li>Products must be SABS approved</li> <li>List of equipment to be used (material safety data sheet)</li> <li>Compliance to specification in line with scope of work schedule quantities as per cleaning analysis.</li> </ul> <p><b>NB:FAILURE TO SUBMIT THE ABOVE MENTION MANDATORY DOCUMENTS WILL RESULT IN DISQUALIFICATION</b></p>
<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>

#### 2 Validity Period

Transnet desires a validity period of 90 [thirty] Business Days from the closing date of this RFQ. This RFQ is valid until **2016 JUNE 07**.

#### 3 Disclosure of Prices Quoted

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

YES ☐ NO ☐

#### 4 Returnable Documents

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

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

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

***Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.***

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

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

- b) In addition to the requirements of section (a) above, Respondents are further required to submit with their Quotations the following **essential Returnable Documents** as detailed below.

***Failure to provide all these Returnable Documents may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these documents are returned with their Quotations.***

Essential Returnable Documents	Submitted [Yes or No]
SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Form	
- 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]	

Essential Returnable Documents	Submitted [Yes or No]
ANNEXURE A – B-BBEE Preference Points Claim Form	

**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

### SECTION 3

#### QUOTATION FORM

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

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

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

- the Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

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

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

## RFQ for the Provision of Gardening, Grass cutting and weed control at City Deep Admin &amp; terminals

## Price Schedule

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

**STATION:** CITY DEEP YARD



## OPERATIONS

ASSET	DESCRIPTION	SIZE	AMOUNT PER ASSET PER MONTH
02BB099J	Ablution Control point 822	165m	
02BB043J	Mess & Ablution	165.7m <sup>2</sup>	
02BB045J	Office	165.80m <sup>2</sup>	
02BB040J	Mess & Ablution	165.4m <sup>2</sup>	
02BB047J	Control point 830	16.5m	
11LG107J	Parkhome Gents	89m	
11LG107J	Parkhome Ladies	89m	
02BB042J	Mess & Ablution	117.7m	
02BB046J	Office & Ablution control point 814	151.40 m	
<b>TOTAL AMOUNT PERIOD OF 24 MONTHS</b>			<b>R</b>

**STATION:** MAGPALE

## OPERATIONS

ASSET	DESCRIPTION	SIZE	AMOUNT PER ASSET PER MONTH
02BB034J	Shunters Cabin	310.5m <sup>2</sup>	
02BB035J	MESS & ABLUTION FACIL	31.5m <sup>2</sup>	
02BB032J	ABLUTION FACILITY	50.60m <sup>2</sup>	
02BB033J	MESS & ABLUTION FACIL	180m <sup>2</sup>	
<b>TOTAL AMOUNT PERIOD OF 24 MONTHS</b>			<b>R</b>

Respondent's Signature

Date & Company Stamp

**STATION:** ADIM & TERMINAL**OPERATIONS**

ASSET	DESCRIPTION	SIZE	AMOUNT PER ASSET PER MONTH
02WB001J	Admin building	4650m	
02BB027J	MESS & ABLUTION FACIL	887.60m	
02BB028J	MESS & ABLUTION FACIL	178m	
02BB029J	MESS & ABLUTION FACIL	350.58m	
02BB030J	Mess & Abl CDP	232m	
02NB006J	MESS & ABLUTION FACIL	196.04m	
02XB041J	Shelter	24m	
03MB027J	CARPORTS		
03MB028J	CARPORTS	211m	
03MB030J	CARPORTS	179m	
03MB031J	Carport (LLA)	179m	
CDP0003J	TOILET (CDP)	6m	
CDP0005J	OFFICE (CDP)	45m	
CDP0006J	OFFICE (CDP)	14m	
CDP0010J	STORE (CDP)	14m	
CDP0012J	OFFICE SECURITY (CD	15m	
CDP0018J	FILE OFFICE (CDP)	32m	
CDP001J	Umbrella security (C	87m	
CDP0037J	OFFICE (CDP)	15m	
CDP0038J	OFFICE (CDP)	15m	
CDP0039J	OFFICE (CDP)	15m	
CDP0040J	CARPORTS (CDP)	152m	

Respondent's Signature

Date &amp; Company Stamp

G920082J			
	Mess & Ablution (CD	15m	
G920083J	Security gate struc	15m	
G920084J	Roof cabins at Entr	15m	
G920085J	Accommodation for s	15m	
G920086J	Security hut (CDP)	15m	
<b>TOTAL AMOUNT PERIOD OF 24 MONTHS</b>			

**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 utilize 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.

Respondent's Signature

Date & Company Stamp



**RFQ for the Provision of Gardening, Grass cutting and weed control at City Deep Admin & terminals**

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

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

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

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

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

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

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

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

Respondent's Signature

Date & Company Stamp

## 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:

\_\_\_\_\_  
Respondent's Signature\_\_\_\_\_  
Date & Company Stamp

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

"PREVIEW COPY ONLY"

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

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

**ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM**

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

**1. INTRODUCTION**

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

**2. GENERAL DEFINITIONS**

- 2.1 "**all applicable taxes**" include value-added tax, pay as you earn, income tax, unemployment insurance fund contribution and skills development levies;
- 2.2 "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "**B-BBEE status of contributor**" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "**Bid**" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 "**consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "**contract**" means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 "**EME**" means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;

- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** means the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

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

the highest score for functionality.

- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

- 4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as SMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all



the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.12 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.13 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from bidders in order to verify any B-BBEE recognition claimed.

## 5. B-BBEE STATUS AND SUBCONTRACTING

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

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

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

### 5.2 Subcontracting:

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

If YES, indicate:

(i) What percentage of the contract will be subcontracted? .....%

## RFQ for the Provision of Gardening, Grass cutting and weed control at City Deep Admin &amp; terminals

- (ii) The name of the subcontractor .....
- (iii) The B-BBEE status level of the subcontractor .....
- (iv) Is the subcontractor an EME? YES/NO

## 5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]
- ☐ Partnership/Joint Venture/Consortium
- ☐ One person business/sole propriety
- ☐ Close Corporations
- ☐ Company (Pty) Ltd
- (v) Describe Principal Business Activities
- .....
- .....
- .....
- (vi) Company Classification [TICK APPLICABLE BOX]
- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Service Provider
- ☐ Other Service Providers, e.g Transporter, etc
- (vii) Total number of years the company/firm has been in business.....

**BID DECLARATION**

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

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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- (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
- (e) Forward the matter for criminal prosecution.

**WITNESSES:**

1. ....

2. ....

SIGNATURE OF BIDDER

DATE: .....

COMPANY NAME: .....

ADDRESS: .....

"PREVIEW COPY ONLY"

**SECTION 5**  
**RFQ NUMBER CRAC-CDK-20587**

**RFQ SITE MEETING**

**A COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING VENUE:**

Venue : **CITY DEEP ADMIN BUILDING**

Time : **10 H00**

Date : **02 FEBUARY 2015**

The briefing session and site inspection meeting are compulsory and companies not attending **will be overlooked** during the tender awarding process.

**2.1 ATTENDANCE CERTIFICATE**

This is to certify that.....

Representative/s of .....

Has/have today attended the Tender briefing in respect of the proposed:

.....  
TRANSNET'S REPRESENTATIVE

.....  
TENDERER'S REPRESENTATIVE

DATE : .....

**3. VERY IMPORTANT**

ANY TENDERER NOT ATTENDING THE INFORMATION MEETING **WILL** AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDDING PROCESS

## SECTION 6

**STATEMENT OF COMPLIANCE WITH THE REQUIREMENTS OF  
THE SCOPE OF WORK**

I, \_\_\_\_\_ (insert name of Director or as per Authority Resolution  
from Board of Directors)

of \_\_\_\_\_ (insert name of Company)

hereby acknowledges having read, understood and agree to the requirements of the  
scope of work described in this tender document and at the compulsory tender  
briefing meeting.

Signed this on day \_\_\_\_\_ at

\_\_\_\_\_  
Signature

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

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

## SECTION 7

# Tenderer SHE Management System Questionnaire

This questionnaire is part of the TFR tender evaluation process and is to be completed by all Tenderer's and submitted with their tender offer. The objective of the questionnaire is to provide an overview of the status of the Tenderer's SHE management system. Tenderer's will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. The tender warrants that the information provided below is accurate and correct. The tenderer shall advise TFR of any changes.

**TFR may verify the accuracy of this information (where necessary) during the physical visit as part of the tender evaluation.**

The information provided in this questionnaire is an accurate summary of the company's SHE management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
<b>Tenderer SHE Management System Questionnaire</b>	<b>Yes</b>	<b>No</b>
<b>1. SHE Policy and Management</b>		
- <b>Is there a written company SHE policy?</b> - If yes provide a copy of the policy (ANNEXURE #)		
- <b>Does the company have an SHE Management system e.g NOSA, OHSAS, IRCA System etc</b> - If yes provide details		
- <b>Is there a company SHE Management System, procedures manual or plan?</b> - If yes provide a copy of the content page(s)		
- <b>Are the SHE responsibilities clearly identified for all levels of Management and employees?</b> - If yes provide details		

<b>2. Safe Work Practices and Procedures</b>		
- Are safe operating procedures or specific safety instructions relevant to its operations available?		
- If yes provide a summary listing of procedures or instructions		
- Is there a SHE incident register? If yes provide a copy		
- Are Risk Assessments conducted and appropriate techniques used?		
- If yes provide details		
<b>3. SHE Training</b>		
Describe briefly how health and safety training is conducted in your company:		
- Is a record maintained of all training and induction programs undertaken for employees in your company?		
- If yes provide examples of safety training records		
<b>4. SHE Workplace Inspection</b>		
- Are regular health and safety inspections at worksites undertaken?		
- If yes provide details		
- Is there a procedure by which employees can report hazards at workplaces?		
- If yes provide details		
<b>5. SHE Consultation</b>		
- Is there a workplace SHE committee?		
- Are employees involved in decision making over SHE matters?		
- If yes provide details		
- Are there appointed SHE representatives?		
- Comments		
<b>6. SHE Performance Monitoring</b>		
- Is there a system for recording and analysing health		



<b>and safety performance statistics including injuries and incidents?</b>  - If yes provide details		
<b>- Are employees regularly provided with information on company health and safety performance?</b>  - If yes provide details		
<b>Is company registered with workmen's compensation and up to date?</b>  - If yes provide proof of letter of good standing		
<b>- Has the company been fined or convicted of an occupational health and safety offence?</b>  - If yes provide details		

### Safety Performance Report

#### Monthly DIFR for previous months

Previous Year	No of Disabling Injuries	Total Number of employees	DIFR per month
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

**DIFR = Number of Disabling injuries x 200000 divided by number of man-hours worked for the period**

Signed

Respondent's Signature

Date & Company Stamp