

**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-21924**

**FOR THE FOR THE PROVISION OF GARDEN AND GROUND MAINTENANCE FOR A PERIOD OF TWO YEARS (24 MONTHS)**

**FOR DELIVERY TO: BAYHEAD COAST DEPOTS (ISIPINGO YARD/CAR TERMINAL, CLAIRWOOD RACECOURSE YARD, DURBAN CTC, KING REST ADMIN/YARD, GOUDSBERG PLACE, SHALLCROSS, CAVANDISH AND ROSSBURGH)**

**ISSUE DATE: 23 SEPTEMBER 2016**

**CLOSING DATE: 14 OCTOBER 2016**

**CLOSING TIME: 12:00**

**COMPULSORY SITE**

**MEETING: 50 FISH EAGLE ROAD, BAYHEAD THEN PROCEED TO VARIOUS SITES**

**TIME AND DATE: 10 OCTOBER 2016 @ 9H30**

**VALIDITY: 13 JANUARY 2017**

**SECTION 1**  
**NOTICE TO BIDDERS**

**1 Invitation to bid**

<b>DESCRIPTION</b>	<b>Provision of Garden and Ground Maintenance</b>
<b>BID FEE AND BANKING DETAILS</b>	<p>A Bid fee of <b>R250</b> [inclusive of VAT] per set is applicable, if the RFQ is to be collected from the Transnet Freight Rail Tender Office.</p> <p>Payment is to be made as follows:</p> <p>Account Name : Transnet Freight Rail                      Account : Standard Bank                      Account number : 203158598                      Branch code : 004805</p> <p>NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the RFP documents and submitted thereafter with your Proposal.</p>
<b>INSPECT / COLLECT DOCUMENTS FROM</b>	<p>This bid may be downloaded free of charge directly from the Transnet Freight Rail tender website at;  <a href="http://www.transnetfreightrail-tfr.net/Supplier/Pages/Tenders.aspx">http://www.transnetfreightrail-tfr.net/Supplier/Pages/Tenders.aspx</a></p> <p>Alternatively, this RFQ may be purchased at R250 [inclusive of VAT] per set for those Bidders that require a copy from Transnet rather than downloading from the website. If a copy of the tender document is required, prior arrangements must be made one (1) day in advance and the tender document may be collected between <b>09:00</b> and <b>15:00</b> from <b>23 September 2016</b> until <b>14 October 2016</b>.</p> <p>This RFQ may be picked up from the following address:  <b>RECEPTION, TENDER ADVICE CENTRE, BLOCK D, 100 EEL ROAD, BAYHEAD, DURBAN</b></p>
<b>COMPULSORY BRIEFING SESSION</b>	<p>A compulsory pre-proposal site meeting and/or RFP briefing will be conducted at <b>50 Fish Eagle Road, Bayhead, Durban</b> on the <b>10 October 2016</b> at <b>10H00</b>. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.</p> <p><b>1.1</b> <i>A Certificate of Attendance set out in Section 5 hereto must be completed and submitted with your Proposal as proof of attendance is required for a <b>compulsory</b> site meeting.</i></p> <p><b>1.2</b> Respondents failing to attend the compulsory site meeting will be disqualified.</p>
<b>CLOSING DATE</b>	<p><b>12:00 on Friday 14 October 2016</b></p> <p>This tender shall close punctually at the following address:  <b>The Chairperson, Transnet Freight Rail Acquisition Council, Supply Chain Services Office, Block D, Bayhead, DURBAN, 4001.</b></p> <p>As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.</p>
<b>VALIDITY PERIOD</b>	<p><b>90 Business Days from Closing Date.</b>  <b>End of validity period: 14 January 2017</b></p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.</p>
<b>SPECIAL CONDITIONS</b>	<p>Bidders are to note that this bid may also be downloaded directly from the Transnet Freight Rail tender website free of charge. If Bidders intend to download the bid off the Portal, they are required to indicate their intention to respond to this bid by <b>07 October 2016</b> by sending an email with their contact details to the following address:  <b>Carroll.smith2@transnet.net/ Lindiwe.sithole2@transnet.net.</b> This is to ensure that any required communication (e.g. addenda to the bid) in relation to this bid reaches those intending to respond.</p> <p><b>Transnet will not be held liable if Bidders do not respond by this date and do not receive the latest information regarding this Bid as a result thereof.</b></p>

**2 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.

**3 Broad-Based Black Economic Empowerment [B-BBEE]**

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

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

Respondents are required to complete 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.**

**3.1 B-BBEE Improvement Plan- Not applicable**

**4 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: Princess Ngubo                                  Email: princess.ngubo@transnet.net  
Telephone: 031 364 4557

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

<b>Name</b>	<b>Email address</b>	<b>Telephone</b>	<b>Fax</b>
Carroll Smith	Carroll.smith2@transnet.net	031 361 4123	011 584 1364
Lindiwe Sithole	<a href="mailto:Lindiwe.sithole@transnet.net">Lindiwe.sithole@transnet.net</a>	031 361 4023	011 584 1364

**5 Legal Compliance**

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

**6 Changes to Quotations**

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

**7 Pricing**

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

## **8 Prices Subject to Confirmation**

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

## **9 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.

## **10 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.

## **11 Specification/Scope of Work**

**Refer to Annexure B for Scope of Work.**

## **12 National Treasury Central Supplier Database Registration**

In terms of paragraph 5.6 of the NATIONAL TREASURY SCM INSTRUCTION NO 4 OF 2016/2017, which became effective on 1 May 2016, Transnet may only award bids to suppliers after verifying that the supplier is registered as prospective suppliers on the National Treasury Central Supplier Database.

Please follow the following steps to register your company on the National Treasury Central Supplier Database and confirm your registration by submitting your National Treasury "MAAA" supplier reference number.

Step 1: Access the CSD site on <https://secure.csd.gov.za/>

Step 2: Register a new CSD account <https://secure.csd.gov.za/Account/Register>

Step 3: Receive an activation email and click activate account

Step 4: Activate account by requesting and entering the OTP

Step 5: Log in the CSD

Step 6: Complete supplier identification information

Step 7: Complete contact information

Step 8: Complete address information

Step 9: Complete bank account information

Step 10: Complete tax information

Step 11: Complete directors/members information (if non-CIPC company)

Step 12: Complete associations (if relevant)

Step 13: Complete commodities information

Step 14: Complete B-BBBEE information (future phase)

Step 15: Maintain users

Step 16: Complete notification information

Step 17: Complete accreditations

Step 18: Click on submit

Step 19: A CSD supplier number and unique registration reference number is auto-generated and communicated

**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 OF GARDEN AND GROUND MAINTENANCE ON AN AS AND WHEN  
REQUIRED BASIS FOR A PERIOD OF 24 MONTHS  
CLOSING VENUE: TRANSNET FREIGHT RAIL ACQUISITION COUNCIL, SUPPLY CHAIN  
SERVICES, BLOCK D, BAYHEAD, DURBAN, 4001  
CLOSING DATE & TIME: 14 OCTOBER 2016  
VALIDITY PERIOD: 90 (NINETY) Business Days**

**SECTION 2  
EVALUATION CRITERIA AND RETURNABLE DOCUMENTS**

**13 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>	Completeness of response and returnable documents
<b>Substantive responsiveness</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>• PCO Certificate for Herbicide (Noxious Weed Control for non- industrial use)</li> <li>• Key Personnel Operators Identification &amp; Qualification (First Aider, Supervisor on site and relevant machinery Operators Certificate)- Annexure E</li> <li>• Clause by clause compliance schedule(Annexure C)</li> </ul>
<b>Functionality Threshold</b>	<p>As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as a threshold with a prescribed percentage threshold of 70%. <b>Technical Ability (60%) &amp; Previous Work Experience (40%)</b> will be considered as part of the technical evaluation[complete Annexure D – Technical Questionnaire]</p> <p><b>NB: Bidders must obtain minimum threshold of 70% in order for them to go through to the next stage. Failure to achieve this will lead to automatic 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>

**14 Validity Period**

Transnet desires a validity period of 90 [ninety] Business Days from the closing date of this RFQ.  
This RFQ is valid until 13 January 2017.

**15 Disclosure of Prices Quoted**

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

YES  NO

**16 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	
- PCO Certificate for Herbicide (Noxious Weed Control for Non-Industrial Use)	
- ANNEXURE E - Completed Key Personnel Operators Identification Sheet	
- ANNEXURE C – Clause by Clause Compliance Schedule	
- ANNEXURE D – Technical Submission/Questionnaire	
SECTION 5 : Certificate of attendance of RFQ briefing	

- 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 : 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 – 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.



### 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.

#### Price Schedule

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

Item No	Description of Goods /Services	Unit of Measure M2	Rate per M2 Year 1	Amount Per Month Year 1	Rate per M2 Year 2	Amount per Month Year 2
	Garden and Ground Maintenance					
1	Isipingo Station Yard/Terminal (SCX1597U)	41 000				
2	Clairwood Racecourse Yard (SCX0588U)	17 000				
3	Durban CTC (DCX1176)	1 000				
4	King Rest Admin + Yard (CWX0351U)	7 859				
5	Goudsberg Place (CWX0351U)	7 000				
6	Rosburgh (DCX0242)	6 500				
7	Cavandish Area (SCX1372)	12 000				
8	Shallcross Area (CCX0145U)	7 000				
	<b>TOTAL EXCLUSIVE OF VAT</b>				<b>R</b>	
	<b>VAT</b>				<b>R</b>	
	<b>TOTAL INCLUSIVE OF VAT</b>				<b>R</b>	

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

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

**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) Prices must be quoted on a fixed price basis, including the delivery, to the Bayhead Coast Depot's, as specified on the first (cover) page of the RFQ document.
- c) 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 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:

<b>Transnet Operating Division</b>	<b>Unique Vendor Number</b>	<b>Yes / No</b>
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: \_\_\_\_\_

**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-----

**RFQ FOR THE PROVISION OF GARDEN AND GROUND MAINTENANCE  
FOR A PERIOD OF TWO YEARS (24 MONTHS)**

**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 contributions and skills development levies;
- 2.2 "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "**B-BBEE status of contributor**" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "**Bid**" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 "**consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "**contract**" means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 "**EME**" means any enterprise with an annual total revenue of R5 [five] million or less 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"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"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 EMEs 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 .....%
- (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;

- (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. ....

DATE: .....

COMPANY NAME: .....

ADDRESS: .....

SIGNATURE OF BIDDER
---------------------

## **ANNEXURE: B SCOPE OF WORK**

### **PART 1**

#### **GARDEN AND GROUND MAINTENANCE**

**Depot: Isipingo Terminal/Yard, Clairwood Racecourse Yard, Durban CTC and King Rest**

**Admin/Yard**

##### **1.GARDEN MAINTENANCE**

- ❖ Mowing of lawn areas, brush cutting of rough patches to fair finish and trimming of edges weekly in growing season otherwise monthly in off season Weekly
- ❖ Weeding of flower bed weekly and digging of soil monthly Weekly
- ❖ Removal of all dead flowers Weekly
- ❖ Pruning of trees as required by the Project Manager from time to time When required
- ❖ Division and planting of perennials to fill up gaps and watering When required
- ❖ Trimming of overhangs 2m above building/fence lines When required
- ❖ Spraying of weeds along fence lines as well as concreted surfaces and where there is no grass Weekly
- ❖ Remove all grass, branches and rubble from site Weekly
- ❖ Sweep and remove soil and/or leaves on road gutters, entrances and exterior areas Weekly
- ❖ Fallen tree branches to be removed from site When required

### **PART 2**

**Rail reserved:(BayheadSouth) Goutsberg Place, Rossburgh, Cavandish and Shallcross.**

##### **1. GROUND MAINTENANCE**

- ❖ Brush cutting of grass and undesirable weeds by means of blade fitted machine to a maximum height 5cm. Daily
- ❖ Eradication/Spraying of Noxious weeds Weekly
- ❖ Remove all grass cut material and inorganic litter
- ❖ No refuse to be left on premises
- ❖ Fallen tree branches be removed from site
- ❖ Fires on Transnet environment are not permitted.

## **2. SUPERVISION**

- ❖ Full time supervision to be provided by Contractor/supplier
- ❖ Quality Control will be done by client on site (sign off of job cards)
- ❖ The supplier shall be responsible for the efficient performance of the contract and for the good conduct of his employees whenever they carry out cleaning in the buildings.
- ❖ TFR Real Estate Management reserves the right to monitor the work.
- ❖ Contractor to advise project initiator on completion of the job within 3days.
- ❖ Contractor to submit name and contact details of on site-full time designated Supervisor who has been briefed as to the job requirements, for the contract in writing and to notify Horticulturist in writing when there is a change in supervision and re-briefed.
- ❖ All employees to be inducted and will be subjected to substance abuse testing

## **3.EQUIPMENT/MATERIALS/CONSUMABLES**

To be provided by Contractor and delivered timorously

- ❖ All gardening chemicals and equipment e.g. Herbicide, rakes, etc.
- ❖ Necessary sign boards e.g. Caution grass cutting in progress, etc.
- ❖ All herbicides used must be approved by the Horticulturist prior to usage and applied at registered rates.
- ❖ Employees must be able to operate e.g. brush cutters, chainsaw and other equipment.  
All gardening chemicals used and Machinery to be supplied by the contractor.

**NB:** All equipment to be kept in good and safe condition at all times and to comply with all safety regulations.

- i) Refrain cleaning of knapsacks in nearby water streams

## **4. STAFF REQUIREMENTS/WORKING HOURS**

- a) The Garden and Ground services shall be conducted from 07:30 to 16H00 Monday - Friday excluding Public Holidays. This should be done within the legal framework of housekeeping: Act 85 and Act 16

## **5. UNIFORM CLOTHING**

- a) The Contractor shall at all times ensure that all staff has been provided with all necessary protective clothing, e.g. safety boots, hard hats, goggles, reflective jackets, etc.  
All employees to be identifiable with (Visible) identification at all time

## 6. SITE BOOKS

- a) A site instruction book shall be provided by the Supplier, such book shall have numbered sheets for receiving and recording instructions by the Horticulturist and shall be clearly marked "Site Instruction Book".
- b) Only persons authorized in writing by the Technical Officer or Supplier may make entries in the Site Book.
- c) On completion of the contract the Site Book/Site Books shall be returned to the Technical Officer managing the contract on behalf of TFR Real Estate Management.

## 7. TERMS OF CONTRACT

24 months contract (2 years)

## 8. SHE COMPLIANCE

- ❖ Contractor to conform with all Safety Requirements including Safety, Health, Environment (SHE) Inductions for Contractors as specified by Transnet Freight Rail.

## 9. PAYMENT

### ACCREDITED BEE SUPPLIERS

The following payment terms shall apply

- (a) All suppliers shall be paid within 30 days from date/receipt of invoice by the accounting office, following acceptance of services by Transnet freight rail, provided normal procurement procedures have been followed. All suppliers must submit their BBBEE Certificate.
- (b) A month will be calculated from the 1<sup>st</sup> of the month to the 30/31<sup>st</sup> of the month.
- (c) In the event of full staff compliment not available, payment for that specific day will be withheld.
- (d) Signed register of worked performed to be submitted with the invoice. Note that the invoice should indicate all buildings (by using the asset numbers or a clear description thereof)
- (e) Register to be signed by Supervisor of the specific area
- (f) Invoice to be signed by the relevant Manager to indicate that the work was performed to satisfaction before submitting for payment.

## 10. OTHER TRADE SUPPLIERS

- (a) All suppliers are paid within **(30 days)** from month –end statement.
- (b) Early settlements are discouraged unless very special circumstances prevail.
- (c) 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.

## **11. INSPECTION**

A joint inspection by (Contractor and Project owner) will take place once per month and the contractor will be notified in writing in order to avail himself/herself.

## **12. BREACH OF CONTRACT**

The client (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 client's full satisfaction.



**ANNEXURE C: CLAUSE BY CLAUSE COMPLIANCE SCHEDULE**

<b>Description</b>	<b>Comply/Do not Comply</b>	<b>Explanation / Deviation / Reason</b>
<b>Part 1 (Garden Maintenance)</b> Depot: Isipingo Terminal/Yard, Clairewood Racecourse Yard, Durban CTC and King Rest Admin/Yard		
<b>Part 2 (Ground Maintenance)</b> Rail Reserved: Goutsberg Place, Rossburgh, Cavandish and Shallcross		
2.Supervision		
3.Equipment/Material/Consumables		
4.Staff Requirement/Working Hours		
5.Uniform Clothing		
6.Site Books		
7.Terms of Contract		
8.She Compliance		
9.Payment		
10.Other Trade Suppliers		
11.Inspection		
12.Breach of Contract		

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

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

**ANNEXURE D: EVALUATION CRITERIA**

<b>Item No</b>	<b>Quality Criteria</b>	<b>Type of proof to be submitted</b>	<b>Points Available</b>
<b>1</b>	<b>Technical Capacity and Resources</b>		
	State type of vehicles	Provide vehicle registration number	
	List of machinery and equipment on hand		
<b>2</b>	<b>Previous experience</b>		Indicate number of years
	Relevance of experience on Garden and Ground maintenance	Provide projects of similar nature and contact details	
	<b>Minimum of 3 references</b>		
	<b>PROJECT</b>	<b>NAME OF COMPANY</b>	<b>CONTACT PERSON &amp; TELEPHONE</b>

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

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

**ANNEXURE E: KEY PERSONNEL IDENTIFICATION SHEET**

Supervisor's Name			
ID Number			
Contact details			
Certificates & Drivers Licence	No. of Staff certified	Copies attached	
		Yes	No
Brush cutter operator(s)			
Chainsaws operator(s)			
Drivers licence			
Identity Document			
First Aider on site			

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

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