

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-EL-22001

FOR THE: PROVISION OF GARDENING SERVICE AT ELANDSFONTEIN FOR A PERIOD OF TWO (2) YEARS.

BRIEFING SESSION DATE: 22 JULY 2016

**VENUE: TRANSNET ELANDSFONTEIN DEPOT
ELANDSFONTEIN**

TIME: 11:00

**FOR DIRECTIONS CONTACT PERSON: PHILLIMON KOMANE,
CONTACT: 011 878 7052**

ISSUE DATE: 14 JULY 2016

CLOSING DATE: 28 JULY 2016

CLOSING TIME: 10:00

VALIDITY DATE: 2016

"PREVIEW COPY ONLY"

Section 1 NOTICE TO BIDDERS

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

METHOD: Hand delivery / Courier
CLOSING VENUE: Main Reception Area
Corner Jet Park and North Reef Roads
Elandsfontein
1401

Respondents are required to submit two documents which are marked "Original" and "Copy" outside of the envelope or file with tender number, description and company name.

NB: Tender box are only available from Monday to Friday from 07h00 to 16h00. Tender box is not available 24 hours.

1 Responses to RFQ

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

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

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

The value of this bid is estimated to be below R1 000 000 (all applicable taxes included) and therefore tender will be evaluated on **80/20** preference point system.

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.

1.1 B-BBEE Improvement Plan

1.2 Transnet encourages its Suppliers/Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 2.1 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan.

Respondents are therefore requested to indicate the extent to which they will maintain or improve their B-BBEE status over the contract period. Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals by completion of Annexure A appended hereto.

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: **Tlalane Mokiba**
Email: tlalane.mokiba@transnet.net
Telephone: **(011) 878 7045**

Respondents may also, at any time **after the closing date of the RFQ**, communicate with the Buyer of the Transnet Freight Rail on any matter relating to its RFQ response:

Name: **Thabiso Letlatsa**
Email: thabiso.letlatsa@transnet.net
Telephone: **(011) 878 7196**

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 Quotation

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

6 Pricing

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

7 Prices Subject to Confirmation

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

8 Binding Offer

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

9 Disclaimers

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

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

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

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

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

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

10 SCOPE OF WORK

SCOPE FOR GARDENING SERVICES

10.1. AREAS TO BE CLEANED

All gardens and grass and areas within 20m of building or where applicable

10.2. DUTIES (all garden areas within 20m of the building or where applicable)

❖ Cutting of lawn area to fair finish, taking care of flowerbeds including plants and trimming of edges weekly	Daily
❖ Cultivating, digging and pruning of flowerbeds	Weekly
❖ Removal of all dead flowers and pruning of trees as required by the Facilities Manager from time to time	As and when required
❖ Trim branches, shrubs and cut grass inside the yard and by the fence	Weekly
❖ Fallen trees to be removed (trimming and removing broken trees)	As and when required
❖ Clear of weeds on sites where there is no grass	Daily
❖ Planting of lawn/green grass and different types of flowers	As and when required

10.3. SUPERVISION

- ❖ Full time supervision to be provided by Contractor/supplier
- ❖ Quality Control will be done by client on site (sign off of job cards) Daily
- ❖ 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 and gardening around the buildings. Weekly
- ❖ TFR reserves the right to monitor the clock-in time and clock-out time of the suppliers employees as well as to give working instructions directly to the suppliers employees if deemed fit (within the specifications)

10.4. EQUIPMENT/MATERIALS/CONSUMABLES

To be provided by Contractor and delivered timorously

- ❖ All gardening chemicals and equipment e.g. spades/shovels, rakes, etc.
- ❖ Necessary sign boards e.g. Caution tree felling, etc.
- ❖ Contractor to conform with all Safety Requirements including Safety, Health, Environment (SHE) Induction for Contractors as specified by Transnet Freight Rail (copy enclosed)

All gardening chemicals and Machinery to be supplied by cleaning company and clearly marked by the contractor

Consumables e.g. cleaning chemicals be an acceptable standard meaning **SABS** Approved or Equivalent

- NB:** All equipment to be kept in good and safe condition at all times and to comply with all safety regulations including all extension cords etc.
- i) Toilet Areas are not to be used as change rooms. Cleaning of equipment will not be allowed in toilet areas.
 - ii) Disposal of dirty water to be deposited directly into toilet Pans, Toilet areas to be cleaned after work has been completed or minimum daily.

10.5. STAFF REQUIREMENTS/WORKING HOURS

- a) The supplier shall be available for cleaning of gardens and surrounding area from 07:00 to 16H00 **(times can be altered due to emergency requirements)** including Public Holidays. This should be done within the legal framework of housekeeping Act 85 and Act 16
- b) Please refer to Annexure "A" column "6" titled frequency in days per week.
(7 = to be cleaned 7 days per week)
(5 = to be cleaned Monday to Friday excl weekends)
- c) **Minimum Staff Required: Three (3) Gardeners**

10.6. UNIFORM CLOTHING (ALSO APPLICABLE TO CLEANING SERVICE)

- a) 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

10.7. 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 Technical Officer 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 .

10.8. TERMS OF CONTRACT

The contract will be for a period of 24 months.

10.9. PAYMENT TERMS

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 1st of the month to the 30/31st of the month.
- (c) In the event of full staff compliment not available, payment for that specific day will be withheld.
- (d) Signed register (POD) 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 Project Manager to indicate that the work was performed to satisfaction before submitting for payment.

10.10. 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.

10.11. COMPLIANCE TO REGULATORY REQUIREMENTS AND REGISTRATION

All bidders to ensure that they comply with:

- BCEA – Basic Conditions of Employment Act

10.12. BREACH OF CONTRACT

The client (Transnet Freight Rail) will be allowed to terminate the contract by giving 30 days notice should the gardening service not be according to specification and to client's full satisfaction.

Any queries concerning work, please contact above person

Mr Phyllimon Komane
Cnr Jet Park and North Reef Roads
Main Building
Elandsfontein
Telephone 011 878 7052

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 GARDENING SERVICE AT ELANDSFONTEIN FOR A PERIOD OF TWO (2) YEARS.

CLOSING VENUE: TRANSNET FREIGHT RAIL RME, MAIN RECEPTION, CORNER JET PARK AND NORTH REEF ROAD

CLOSING DATE & TIME 28 JULY 2016 AT 10:00

VALIDITY PERIOD: 90 DAYS

SECTION 2
EVALUATION CRITERIA AND RETURNABLE DOCUMENTS

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

Criterion/Criteria	Explanation
Administrative	<ul style="list-style-type: none"> Letter of good standing Clause by Clause – compliance to specification – Annexure B
Substantive responsiveness	<ul style="list-style-type: none"> Material Data Sheet (for garden products) It should be SABS or ISO 9001 approved Weed control certificate from Accredited body at NCCA certification Completed Statutory Labourer's minimum Wage Schedule according to the law – Annexure C Completed of SHE management questionnaire – Annexure G <p>NB: (Failure to complete the above mentioned annexures, tender will not be evaluated to the next stage)</p>
Functionality Threshold	<p>requalification 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"> Complete Plant and equipment – Annexure D - 50% Compile Risk/Safety plan as per Annexure F – 50% <p>Respondents are to note that functionality is included as a technical threshold with a prescribed minimum percentage of 80% must be obtained in order to advance to next stage 3.</p>

<p>Final weighted evaluation based on 80/20 preference point</p>	<ul style="list-style-type: none"> • Pricing and price basis [firm] • B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.
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11 Validity Period

Transnet desires a validity period of 90 [ninety] Business Days from the closing date of this RFQ. This RFQ is valid until **02 December 2016**.

12 Disclosure of Prices Quoted

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

YES NO

13 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]
<ul style="list-style-type: none"> - SECTION 3 – Quotation Form - Completed clause by Clause compliance to specifications - Completed Statutory Labourer's minimum Wage Schedule according to the law - Material Data Sheet (for garden products) It should be SABS or ISO 9001 approved - Weed control certificate from Accredited body at NCCA certification - Completed Statutory Labourer's minimum Wage Schedule according to the law – Annexure C - Completed of SHE management questionnaire – Annexure G 	

- 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 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 Certificate 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]	
- Submit Health/Risk and Safety Plan	
- List of plant and equipment relevant to the project	

In terms of paragraph 5.6 of the NATIONAL TREASURY SCM INSTRUCTION NO 4 OF 2017/2017, 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.

Supplier Number	Unique Registration Reference	Yes/No

If Yes column above, please confirm registration by providing National Treasury Unique Vendor Number

If No column above, please register your company on the National Treasury Central Supplier Database and confirm registration by submitting National Treasury with "MAAA" Supplier Reference number.

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"

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.

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Price Schedule

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

Description	Total price per month	Total price for Year 1	Total price for Year 2
Gardening			
GRAND TOTAL FOR 2 YEARS			

Notes to Pricing:

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

Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

"PREVIEW COPY ONLY"

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: _____

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: SUPPLIER DECLARATION FORM

Respondents are to furnish the following documentation and complete the Vendor Application Form below:

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details [**with bank stamp**]
2. **Certified copy** of Identity Document(s) of Shareholders/Directors/Members [*where applicable*]
3. **Certified copies** of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)
4. **Certified copies** of the company's shareholding/director's portfolio
5. **Original** letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate [RSA entities only]
7. **Certified copy** of VAT Registration Certificate [RSA entities only]
8. **A valid and original** B-BBEE Verification Certificate / sworn affidavit **or certified copy** thereof meeting the requirements for B-BBEE compliance as per the B-BBEE Codes of Good Practice; **Certified copy** of valid Company Registration Certificate [*if applicable*]

Note: No agreement shall be awarded to any South African Respondent whose tax matters have not been declared by SARS to be in order

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number (if A Sole Proprietor)							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
How many years has your company been in business							
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Branch & Branch code			
Account Holder				Bank account number			
Postal Address						Code	

Physical Address				Code	
Contact Person					
Designation					
Telephone					
Email					
Annual Turnover Range (Last Financial Year)	< R5 Million		R5-35 million		> R35 million
Does Your Company Provide	Products		Services		Both
Area Of Delivery	National		Provincial		Local
Is Your Company A Public Or Private Entity	Public			Private	
Does Your Company Have A Tax Directive Or IRP30 Certificate	Yes			No	
Main Product Or Service Supplied (E.G.: Stationery/Consulting)					

BEE Ownership Details					
% Black Ownership		% Black women ownership		% Disabled person/s ownership	
Does your company have a BEE certificate		Yes		No	
What is your broad based BEE status (Level 1 to 5 / Unknown)					
How many personnel does the firm employ		Permanent		Part time	

Transnet Contact Person	
Contact number	
Transnet operating division	

Duly Authorised To Sign For And On Behalf Of Firm / Organisation			
Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oath			
Name		Date	
Signature		Telephone	

SECTION 6: CERTIFICATE OF ATTENDANCE OF SITE MEETING / RFQ BRIEFING

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*

attended the site meeting / RFQ briefing in respect of the proposed Services to be supplied in terms of this RFQ on _____ 20____

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

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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 10 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 "**competitive 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 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

ADJUDICATION USING A POINT SYSTEM

- 2.1 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.
- 2.2 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.
- 2.3 Points scored will be rounded off to 2 [two] decimal places.
- 2.4 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.
- 2.5 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.
- 2.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

3. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 3.1 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 10]	Number of Points [Maximum 10]
1	20	10
2	18	9
3	16	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

- 3.2 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.
- 3.3 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.
- 3.4 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.
- 3.5 In terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, Bidders who qualify as QSEs 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.
- 3.6 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.
- 3.7 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.

- 3.8 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.
- 3.9 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.
- 3.10 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.
- 3.11 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. 36927, 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.

4. B-BBEE STATUS AND SUBCONTRACTING

4.1 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 10 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.

4.2 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

4.3 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

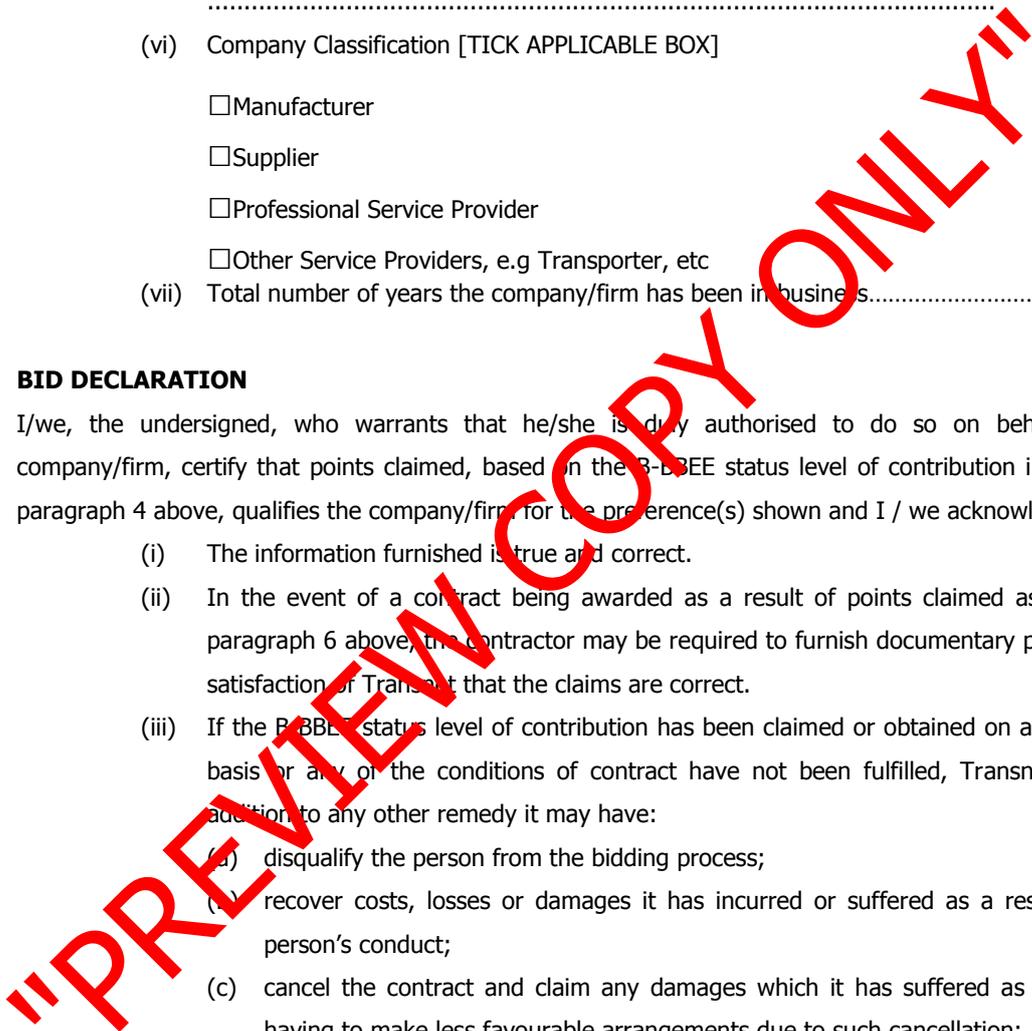
I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (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

WITNESSES:

COMPANY NAME:
ADDRESS:.....

<p>SIGNATURE OF BIDDER</p> <p>DATE:.....</p>
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ANNEXURE B - CLAUSE BY CLAUSE COMPLIANCE TO SPECIFICATION.

The compliance response is to contain ONLY the following statements, "Noted", "Comply", "Partial Compliance" or "Do not comply".

Noted is to be applied against statements and either of the other responses for other clauses. Where either "Partial Compliance" or "Do not comply" are applied, remarks as to the reason for the deviation from the requirement are require

DESCRIPTION	Comply	Does Not Comply	Explanation/ Deviation/ Reason
SCOPE FOR GARDENING SERVICE			
I) All gardens and grass and areas within 20m of the building or where applicable			
10.1. Areas to be cleaned			
10.2. Duties			
10.3. Supervisor			
10.4. Equipment/Material			
10.5. Staff Requirements/Working Hours			
10.6. Uniform Clothing.			
10.7. Site Books.			
10.8. Terms Of Contract			
10.9. Payment Terms.			
10.10. Other Trade Suppliers			
10.11. Compliance To Regulatory Requirements And Registration			
10.12. Breach Of Contract			

GENERAL SERVICE PROVIDER OBLIGATIONS

- 1.1 The Service Provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 1.2 The Service Provider(s) must comply with the requirements stated in this RFP.

ANNEXURE C - STATUTORY LABOURER'S MINIMUM WAGE SCHEDULE

Respondents are required to complete the following schedule:

LABOUR	RATE PER HOUR
Gardener	_____
Supervisor	_____
Number of Gardeners to be used	_____
Monthly Salary for Gardener	_____

All price must include the following:

- Monthly salary (UIF, Provident fund, Annual and sick leave, family responsibility and annual bonus)

Please confirm price quoted is efficient enough to cover the cost above as Transnet will not entertain the requests for additional cost.

NB: Price Escalation Will Be Accepted As Per The Labour Law And For Material As Per The Consumer

Company Name: _____

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ANNEXURE D : SCHEDULE OF PLANT, EQUIPMENT AND TEAMS

Schedule of major plant and equipment to be used in the execution of this agreement in terms of the Agreement Conditions and specifications. The respondent must state which plant is immediately available and which will be ordered for and plant to be acquired for.

(i) **Plant immediately available for work tendered for :**

(ii) **Plant on order and which will be available for work tendered for :**

(iii) **Plant to be acquired for the work tendered for :**

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ANNEXURE E - REFERENCES

Please indicate below the company names and contact details of existing customers whom Transnet may contact to seek third party evaluations of your current service levels:

Company Name	Nature of work	Value of work	Contact person	Contact details e.g. telephone numbers	Year completed

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ANNEXURE F

MINIMUM CONTENTS FOR SAFETY HEALTH/RISK AND ENVIRONMENTAL PLAN AND THE EQUIPMENTS RELEVANT TO THE PROJECT

The Respondents are required to submit the Health/Risk and Safety Plan relevant for Cleaning and Gardening project and shall take note of the following when compiling Health/Risk and Safety Plan.

1. SHE Management Structure (Organogram)

- 1.1. Appointed Supervisor
- 1.2. List of gardeners appointed - List to be revised at least monthly.
- 1.3. Health and Safety Representative (Section 17 of OHS Act).

2. SHE Organisation

- 2.1 Health and Safety Committee.
- 2.2 Frequency of Meetings.
- 2.3 Minutes of meeting.
- 2.4 Legal Compliance Audits.
- 2.5. Audit Report.
- 2.6 Frequency of Audits.
- 2.7 Findings and Analysis.
- 2.8 Corrective Action.

3. Risk Assessment/Management

- 3.1. Task descriptions.
- 3.2. Risk Identification, Analysis, Mitigating Steps, Monitoring Steps and Review Plan.
- 3.3. Risk Assessment (Construction Regulation 7)

4. Education and Training

- 4.1. Induction training for Cleaners/Gardeners as specified by Transnet Freight Rail
- 4.2. Site Specific Training.
- 4.3. Certificate of Competence.

5. Emergency Planning – Evacuation plan

- 5.1. Client procedure.
- 5.2. Site Procedure.

6. Health and Safety Communications

- 6.1 Safety/Toolbox talks.
- 6.2 Incident Recall.

7. Safe Working Procedures and Methods

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- 7.1 Method Statements.
- 7.2 Safe Operating Procedures.
- 7.3 Task/Job observations.

8. Personal Protective Equipment and Clothing

- 8.1 PPE required after all other controls have been considered.
- 8.2 PPE proof of issue.

9. Project security (Permits to work)

- 9.1 Security risks identified.
- 9.2 Access control (Sign in and Out Book)

Part B. Environmental Management Plan

Note: TFR will obtain Environmental authorisation (EIA and EMP) and permits from the relevant authority (when necessary) prior to commencement of the project

- 1. Control of Dust.
- 2. Waste management.
- 3. Environmental Incident Management
- 4. Contamination of surface and underground water
- 5. Storm Water Drainage.
- 6. Environmental Clean-up and Rehabilitation.

10. Equipment's for the cleaning/Gardening contract.

- 10.7 PPE (Full safety clothes with name tag of company name)
- 10.8 Transport
- 10.9 Lawnmowers
- 10.10 Edge trimmers/Weed cutters, hose pipe
- 10.11 Spade, rakes, garden forks
- 10.12 Wheelbarrow, garden brooms

ANNEXURE G

HEALTH, SAFETY AND ENVIRONMENTAL (HSE) TENDER QUESTIONNAIRE FOR CONTRACTORS

PURPOSE

The purpose of this questionnaire is:

1. To conduct a quality assurance check on HSE File/s in order to ensure that the minimum requirements as stipulated in the legislation and by the client/s are met.

The compliance audit questionnaire consists of one sections. The sections are:

No	Sections	Maximum points	Points achieved
1.	Administration	0	0
2.	Operational control	0	0
Overall Total			
Overall Total %			

POINTS ALLOCATION:

- 5 points equals Yes (Compliant).
- 0 points equals No (Non-Compliant).

COMPLIANCE EVALUATION OUTCOMES

- 100% score is the targeted score.
- 80% score and above is acceptable.
- Below 80% score is unacceptable and requires immediate management intervention.

DETAILS OF CONTRACTOR AND EVALUATOR

Contractor Name	
Site Name	
Date	
Evaluator Name	
Evaluator Signature	
Contractor Representative Name	
Contractor Representative Signature	

Note: No marks will be allocated if there is no proof.

NO	REQUIREMENTS	COMPLAINT			REMARKS
		Yes	No	N/A	
1	ADMINISTRATION				
1.1	Do you have a letter of Good Standing with DoL and Tax Clearance certificate? (Provide Proof)				
1.2	Do you have a copy of the company SHEQ Policy statement? (Provide Proof)				
1.3	Do you keep a record of incident? If yes please provide your last year's accident register with the following information				
	• Number of Injuries (IOD)				
	• Number of Illnesses				
	• Number of lost work days (LTI)				
	• Number of medical treatment cases (MTC)				
	• Number of fatalities				
	• Number of restricted work days (Light Duty)				
	• Number of "near miss"				
1.4	Do you have incident management procedure? (Provide Proof)				
1.5	Do you conduct incident investigations? (Provide proof)				
1.6	Do you conduct any inspections? (Provide Proof)				
1.7	Do you hold monthly safety meetings? (Provide Proof)				
1.8	Does a contractor have an Organogram?				
1.9	Are there Risk Assessments in place?				
1.10	Do you have Fitness for Duty medicals and copies of I.Ds for employees on site? (Provide Proof)				
1.11	Do you have Safe Working Procedures? (provide Proof)				
1.12	Do you have copies of Standard Operating Procedures? (Provide Proof)				
1.13	Do you have task method statements? (Provide Proof)				
1.14	Do you have a substance abuse program or policy in place? (Provide Proof)				
1.15	Do you conduct HSE training for your employees? (Proof)				
1.16	Do you conduct induction for new employees? (Proof)				
1.17	Do you have a Fall Protection Plan (In case of work at heights)?				

Respondent's Signature

Date & Company Stamp

1.18	Do you have copies of Material Safety Data Sheet for chemicals you use?				
1.19	Do you have copy of monthly HSE stats (Man Hours)? (Proof)				
1.20	Do you have an Environmental Plan in place?(Proof)				
ADDITIONAL COMMENTS					

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Respondent's Signature

Date & Company Stamp