

REQUEST FOR QUOTATION [RFQ] No CRAC-KGG-23749

TENDER DESCRIPTION: PROVISION OF HYGIENE, DEEP CLEANING AND PEST CONTROL SERVICES AT SASOLBURG, VILJOENSDRIFT & VAALCON FOR A PERIOD OF TWENTY FOUR (24) MONTHS.

NAME OF COMPANY SUBMITTING BID: _____

1 Return of Quotations

The quotation may only be submitted to Transnet Freight Rail in the following ways:

Email/fax:	Email: Phillippa.Barnard@transnet.net
Delivery to tender box:	Inyanda House 1, Tender Box 21 Wellington Road, Parktown Johannesburg 2001
For attention (Tender Office):	The Chairperson, Transnet Freight Rail Acquisition Council, Inyanda House 1, 21 Wellington Rd, Parktown, JOHANNESBURG, 2001
Issue date:	10 July 2017
Closing date:	25 July 2017
Closing time:	10:00 am
Validity period:	90 Business Days from Closing Date End of validity period: 30 November 2017
Note: Late submissions will not be considered	

2 Communication

Before the bid submissions are due, bidders can contact the buyer for any enquiries with regards to this RFQ

Name of Transnet Buyer: Brenda Baloyi

Phone number: 011 584 0662

Email: Brenda.Baloyi@Transnet.net

Emailed bids must not be submitted directly to the buyer, but must be sent to the email address stated in point 1 above.

3 Tender briefing

A compulsory pre-proposal site meeting and RFQ briefing will be conducted at Sasolburg Train Station, Zamdela on the **17 July 2017**, at 10:30 am for a period of ± 4 hours. [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.

4 Returnable documents

Respondents/Tenderers are required to submit with their Quotation/RFQ the following Returnable Documents:

- 4.1 Signed RFQ document
- 4.2 Annexure A: Price schedule
- 4.3 Annexure B: 100 % Compliance to Specifications (Clause by clause Declaration)
- 4.4 Annexure C: B-BBEE Preference Points Claim Form
- 4.5 Annexure D: Briefing Session Certificate of Attendance
- 4.6 Proof of registration on the National Treasury Central Supplier Database (CSD)
- 4.7 Valid tax clearance certificate

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorise any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN, or through the use of a Tax Clearance Certificate obtained from the new TCS system. Bidders are required to provide the following to Transnet in order to enable it to verify their tax compliance status:

Tax reference number: _____
Tax Clearance Certificate & TCC Number: _____ and PIN: _____.

No tender may be awarded to any tenderer whose tax matters have not been declared to be in order by SARS.

- 4.8 Valid B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS] or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more.

5 Pricing

- 5.1 Transnet requires a validity period of 90 [ninety] Business Days from the closing date of this RFQ.
- 5.2 Prices must be quoted on a fixed price basis, including the delivery and offloading cost, to the Transnet Site mentioned above.
- 5.3 Bidders are advised that they take responsibility for submitting quotations that are correct and without any arithmetical errors. All line items must reflect the correct unit price and total price, after taking into account the quantity. The sum of all line items must correctly reflect the total of all line items, without VAT and including VAT. Transnet may disqualify bidders that submit bids with arithmetical errors

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.

6 Delivery address:

For attention: The Chairperson

Transnet Freight Rail Acquisition Council, Inyanda House 1, 21 Wellington Rd, Parktown,
Johannesburg, 2001

7 Tender evaluation process

7.1 Administrative Responsiveness Test

- Completeness of response and returnable documents
- All pages of the bid submission is signed by the Bidder
- Valid BBBEE / Sworn Affidavit
- Valid Letter of Good Standing from Department of Labour

7.2 Substantive Responsiveness Test

- Whether the supplier is registered on the NT Central Supplier Database
- Annexure A:Pricing Schedule Submitted & All items on Pricing Schedule Priced
- Annexure B: 100% Compliance to Specifications Clause by Clause Declaration
- Annexure C: Certificate of Attendance Compulsory Site RFQ Briefing Session
- Valid Pest Control Certificate of Registration from Department of Agriculture for all Supervisors.
- Material Safety Data sheet for All Chemicals used in Hygiene & Deep Cleaning Services.

7.3 Final scoring

- Price: 80%
- B-BBEE: 20%

8 Payment terms

Payment of the Supplier's valid Tax Invoice(s) will be made by Transnet in South African currency and on the terms stated in the Order. The standard payment terms are 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing.

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

- 9.1 modify the RFQ's goods / service(s) and request Bidders to re-bid on any changes;
- 9.2 reject any quotation which does not conform to instructions and specifications which are detailed herein;
- 9.3 disqualify quotations submitted after the stated submission deadline;
- 9.4 not necessarily accept the lowest priced Quotation or an alternative bid;
- 9.5 reject all quotations, if it so decides;
- 9.6 place an order in connection with this quotation at any time after the RFQ's closing date;
- 9.7 award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;

- 9.8 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;
- 9.9 make no award at all;
- 9.10 Validate any information submitted by Bidders in response to this bid. This would include, but is not limited to, requesting the Bidders to provide supporting evidence. By submitting a bid, Bidders hereby irrevocably grant the necessary consent to Transnet to do so;
- 9.11 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 9.12 not accept any changes or purported changes by the Bidder to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- 9.13 award the business to the next highest ranked bidder, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, provided that the preferred bidder is still prepared to provide the required goods at the quoted price.
- 9.14 Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret.
- 9.15 not clarify the price as submitted in case of arithmetical errors;
- 9.16 cancel the contract and/or place the Bidder on Transnet's list of Restricted Suppliers, should a contract be awarded on the strength of information furnished by the Bidder, which after conclusion of the contract, is proved to have been incorrect;
- 9.17 Award business to the highest scoring bidder/s unless objective criteria justifies the award to another bidder.
- 9.18 Undertake post-tender negotiations [PTN] with selected Bidders or any number of short-listed Bidders. Such PTN can include, at Transnet's option, any evaluation criteria listed in this RFQ document. In the event of any Bidder being notified of such short-listed/preferred bidder status, his bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.

10 National Treasury Central Supplier Database

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

Tel: 0800 003 056
Email: Transnet@tip-offs.com
Fax number: 0800 077 788
Freepost: DBN 298, Umhlanga Rocks, 4320

11. Scope of Work

11.1 Pest Control Areas

GENERAL SPECIFICATION FOR HYGIENE & DEEP CLEANING AND PEST CONTROL		
STATION:	SASOLBURG	
DEPOT:	OPERATIONS	
	ASSET	DESCRIPTION
	02AK204B	±122m ²
	02AK205B	South Control ±17m ²
	02AK207B	Office / Mess & Ablution ±86.6m ²
	02AK215B	North Control ±11m ²
	04ZK107B	Carports ±107m ²
	02AK210B	Goods Office ±560m ²
CONTACT DETAILS:	Thandazile Langa 016 970 5214	
STATION:	SASOLBURG	
DEPOT:	SECURITY	
	ASSET	DESCRIPTION
	02AK192J	Station Building ±235m ²
CONTACT DETAILS:	Jeanette Steyn 016 970 5262	
STATION:	SASOLBURG	
DEPOT:	ORDER ENTY	
	ASSET	DESCRIPTION
	02AK210B	Goods Office ±560m ²
	04ZK108B	Carports ±107m ²
CONTACT DETAILS:	Godfrey Nyezi 011 668 5006	

STATION: SASOLBURG

DEPOT: FIRE

ASSET	DESCRIPTION	SIZE
02AK196B	Office	±200.4m ²

CONTACT DETAILS: Hamish Otto
033 897 2155

STATION: VILJOENSDRIF

DEPOT: TERMINALS

ASSET	DESCRIPTION	SIZE
01DK053B	Office	±222m ²
02BF008B	Office & Toilet	±17.11m ²
02NL651B	TOILETS (Park Home)	±18m ²
03RF013B	Carports	±536m ²
03RF016B	Office Porta	±18m ²
03RF017B	Office Container	±15m ²
03RF018B	Kitchen Container	±47.5m ²
03RF019B	Office & Toilets (Container)	±40m ²
11GK001B	Security Hut	±9m ²

CONTACT DETAILS: Ansie van Wyk
016 970 5254

STATION: VILJOENSDRIF

DEPOT: OPERATIONS

ASSET	DESCRIPTION	SIZE
02DK013B	Garages	±59m ²
02DK014B	Mess & Ablution Facility	±454m ²

CONTACT DETAILS: Thandazile Langa
016 970 5214

Any queries concerning work, please contact above person

11.2 Objective

The Contractor will be required to perform the following:

- 11.2.1 Rendering of Pest control services to office buildings and other buildings quarterly
On an as and when basis, i.e. carry out inspections and treatments, bring under
Control any infestation of pesticides and fumigation.
- 11.2.2 Pest Management should offer innovative pest prevention programme for cockroaches,
rodents, rats, booklice, flies and bees.
- 11.2.3 The routine treatment programme should include but not be limited to "pest species" specific
and focus on the identification of the pest species followed by specific elimination treatments
and maintenance treatment methods.
- 11.2.4 Installation of tamper proof bait boxes/stations.
- 11.2.5 Service to be provided and delivered timeously by the Service Provider. (Inspections and
treatments).
- 11.2.6 A low odour pesticide to be used.
- 11.2.7 Carry out inspections and treatments; bring under control of any infestation of cockroaches,
flies, rodents, etc.
- 11.2.8 Submit a program on when such service will be delivered on commencement of contract for
the duration of contract.

11.3 Requirements

- 11.3.1 Submission of material safety data sheet (MSDS).
- 11.3.2 Letter of Good standing with the Compensation Commissioner.
- 11.3.3 Pest control certificate

11.4 Works Information

- 11.4.1 Pest Management should offer innovative pest prevention programme for cockroaches,
Ants, rodents. Bees, fumigation and flies as well as prevention programme against stored
product pests such as rice weevils, Indian meal moth, warehouse moth, mealworm beetle,
flat grain beetle, lesser grain borer and granary weevils.
- 11.4.2 The routine treatment programme should include but not be limited to "pest species" specific
and focus on the identification of the pest species followed by the elimination treatments
and maintenance treatment methods.
- 11.4.3 Should the use of insecticides be necessary, the Service Provider should take the form of
systematic applications in the form of insecticidal dust, liquid residuals, liquid non-residuals,
baits, non-residual insecticidal gas or insecticidal thermal fog, all which will be expertly
applied through the various parts of the affected facility.
- 11.4.4 All treatment methods, pesticides and pest materials should be in strict compliance with the
Department of Agricultural, SABS and local regulations.

11.5 Supervision

- 11.5.1 The Service Provider shall exercise supervision over the works at all times during the hours of work or shall be represented by an agent having full power and authority to act on his/her behalf.
- 11.5.2 The Service Provider shall be responsible in adhering to the safety clauses of ACT 85 of 1993 as applicable on type of work performed.

11.6 Hours Of Work

- 11.6.1 The Service Provider shall confine the work to normal working hours except when work Outside these hours is permitted by the Supervisor in charge at the Service Provider's Request or ordered by the Supervisor in charge. Weekdays (Mondays to Fridays: 07h30 to 16h00).

11.7 To Be Provided By Service Provider

- 11.7.1 The Service Provider will provide necessary tools and equipment to execute the work to The satisfaction of the Supervisor.
- 11.7.2 All equipment must be kept in a good and safe condition at all times and must comply With all safety regulations.
- 11.7.3 The Service Provider must state separately depending on the action of the work to be Done the amount of workers that will be on site.

11.8 Performance Monitoring And Evaluation

- 11.8.1 The Service Provider shall at all times be responsible for supervision of work and for Follow up inspections to monitor the successful service rendered.
- 11.8.2 The Service Provider shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.
- 11.8.3 The Supervisor (or his deputy) shall at any times during the contract period carry out Inspections of the Service Provider(s) performance methods and procedures.

11.9 Measurement And Payment

- 11.9.1 Payment will be done after receiving the tax invoice, a full detail list of all work performed during the period and a register signed by the Supervisor.
- 11.9.2 The Supervisor will certify on the invoice that all work was performed according to the contract and to the satisfaction of Transnet Freight Rail.
- 11.9.3 Invoice to be submitted after all sites have been inspected, treated and invoiced.
- 11.9.4 In the event of no inspection or treatment at a site then payment for that period will be withheld.

11.10 Agreement Price And Adjustment Factor

11.10.1 No price adjustment will be applicable in this agreement. Any price increase due to Escalation will be for the Service Provider's account.

11.11 Site Register

11.11.1 The Service Provider shall provide a site register and daily diary at the various sites as Directed by the Supervisor for the duration of the agreement.

11.11.2 The register shall only be used by the Supervisor or his/her deputy and will be used for The issuing of instructions to the Service Provider and the monitoring of services Supplied.

11.11.3 The Service Provider shall complete the register and a detailed description of the work Done shall be recorded on a daily basis. The register shall not be removed from the Site without the permission of the Supervisor.

11.12 Protective Clothing

11.12.1 Protective clothing according to the Safety Code should be worn at all times whenever Executing services to fulfil contract obligations.

11.13 Breach Of Contract

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

11.14 Special Conditions

11.14.1 The Service Provider shall supply all the materials, chemicals and equipment required to Perform the works.

11.14.2 The Service Provider shall be responsible for the safe-keeping of all his/her material and Equipment.

11.14.3 Transnet Freight Rail shall not be responsible for any losses or damages to the material And equipment.

11.14.4 All work shall be carried out in a neat and orderly manner to the satisfaction of the Supervisor.

11.14.5 The tendered price for the above works must include the costs of all chemicals, material and labour necessary for the proper execution of the works in every aspect.

11.14.6 No sub-contractors will be allowed on site without prior permission from the Supervisor.

11.15 Pest Control At All Areas

11.15.1 Main Entrance / Security / Ablution / Reception Area and surrounding depot areas

11.15.2 Stairs and Landings (service and main stairs)

11.15.3 Offices and passages (including boardrooms, store rooms, etc.)

11.15.4 Toilets: Ladies / Gents

11.15.5 Kitchens

11.15.6 Entertainment areas / bars

- 11.15.7 Parking area
- 11.15.8 Surrounding area (at main entrance) and garden area
- 11.15.9 Lobby's on floors outside windows
- 11.15.10 Store rooms
- 11.15.11 Diesel Pump House and Surrounding Area
- 11.15.12 Decanting and surrounding Area
- 11.15.13 Refuelling and surrounding Area

11.16 Hygiene And Deep Cleaning

- 11.16.1 Service to be provided on weekly basis or as required
- 11.16.2 Service of all hygiene equipment as per specification (stainless steel enclosures for Equipment/dispensers).
- 11.16.3 Service should include the provision of all consumables and inspection of equipment
- 11.16.4 Service Checklist to be completed at every service/visit
- 11.16.5 Damaged equipment to be replaced at an additional cost to client
- 11.16.6 All consumables and replacement equipment to be SABS approved as per specification

11.17 Areas To Be Supplied With Equipment And Serviced

- 11.17.1 Ablution Facilities
- 11.17.2 Showers Facilities.
- 11.17.3 PWD Facilities
- 11.17.4 Ablution Facilities (Hand Paper towels) as and when required
- 11.17.5 Deep Clean all Ablution facilities areas (Monthly)

11.18 Product Description And Schedule

Product Description	Number of services per 2 year period
Paper towels dispensers (toilets & where is required)	104
Sanitary Bins (incl. paraplegic toilets)	104
Refill Hand Soap dispenser (hand foam)	104
San Dispenser /Hygienic wipes for toilet seats.	104
Deep Clean all Ablution facilities areas (Monthly)	24
Eve small Sachet Holder (incl. paraplegic toilet)	104
Air Fresheners	104
Sanitizer Units to Toilets and Urinals	104

Summary Of Numbers of Areas to be serviced (Hygiene & Deep Cleaning)						
Location / description of building	Asset number of building	Toilet	Urinals	Basins	Showers	Kitchen
Goods Office	02AK210B					
Sasolburg-Security	02AK192B					
Sasolburg Customer Service Building	02AK210					
Sasolburg South Control Point	02AK205					
Sasolburg North Control Point	02AK215					
Sasolburg Ladies And Gents Ablution Facilities	02AK204					
Sasolburg Loco	02AK207					
Office	02AK196B					
Office	01DK053B					
security hut	11GK001B					
Office porta	03RF016B					
Office container	03RF017B					
Kitchen container	03RF018B					
carports	03RF013B					
Office& toilet	02BF008B					
Toilets (Park home)	02NL651B					
Office & toilets	03RF019B					
Station Building	02DK014B					

 Respondent's Signature

 Date & Company Stamp

Returnable Document

Annexure A

Price Schedule

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

Location / description of building	Asset number of building	Price Per Month	Price For Year 1	Price for Year 2 Including Escalation	Total price for 24 Months
Goods Office	02AK210B				
Sasolburg-Security	02AK192B				
Sasolburg Customer Service Building	02AK210				
Sasolburg South Control Point	02AK205				
Sasolburg North Control Point	02AK215				
Sasolburg Ladies And Gents Ablution Facilities	02AK204				
Sasolburg Loco	02AK207				
Office	02AK196B				
Office	01DK053B				
security hut	11GK001B				
Office porta	03RF016B				
Office container	03RF017B				
Kitchen container	03RF018B				

 Respondent's Signature

 Date & Company Stamp

Returnable Document

carports	03RF013B				
Office& toilet	02BF008B				
Toilets (Park home)	02NL651B				
Office & toilets	03RF019B				
Station Building	02DK014B				
Paper towels dispensers (toilets & where is required)					
Sanitary Bins (incl. paraplegic toilets)					
Refill Hand Soap dispenser (hand foam)					
San Dispenser /Hygienic wipes for toilet seats.					
Deep Clean all Ablution facilities areas (Monthly)					
Eve small Sachet Holder (incl. paraplegic toilet)					
Air Fresheners					
Sanitizer Units to Toilets and Urinals					
		Total Price for Deep Cleaning & Hygiene Services		R	

 Respondent's Signature

 Date & Company Stamp

Returnable Document

PEST CONTROL PRICING SCHEDULE							
Depot	Asset no.	Description	Size	Quarterly Price	Price for Year 1	Price For Year 2 including Escalation	Total Amount for 24 Months
Sasolburg Station Operation	02AK204B	Mess & Ablution	±122m ²				
Sasolburg Station Operation	02AK205B	South Control	±17m ²				
Sasolburg Station Operation	02AK207B	Office / Mess & Ablution	±86.6m ²				
Sasolburg Station Operation	02AK215B	North Control	±11m ²				
Sasolburg Station Operation	04ZK107B	Carports	±107m ²				
Sasolburg Station Operation	02AK210B	Goods Office	±560m ²				
Sasolburg Security	02AK192J	Station Building	±235m ²				
Sasolburg Order Entry	02AK210B	Goods Office	±560m ²				
Sasolburg Order Entry	04ZK108B	Carports	±107m ²				
Sasolburg Fire	02AK196B	Office	±200.4m ²				
Viljoensdrift Terminals	01DK053B	Office	±222m ²				
Viljoensdrift Terminals	02BF008B	Office & Toilet	±17.11m ²				

Respondent's Signature

Date & Company Stamp

Returnable Document

Viljoensdrift Terminals	02NL651B	Toilets (Park home)	±18m ²					
Viljoensdrift Terminals	03RF013B	Carports	±536m ²					
Viljoensdrift Terminals	03RF016B	Office Porta	±18m ²					
Viljoensdrift Terminals	03RF017B	Office Container	±15m ²					
Viljoensdrift Terminals	03RF018B	Kitchen Container	±47.5m ²					
Viljoensdrift Terminals	03RF019B	Office & Toilets (Container)	±40m ²					
Viljoensdrift Terminals	11GK001B	Security Hut	±9m ²					
Viljoensdrift Operations	02DK013B	Garages	±59m ²					
Viljoensdrift Operations	02DK014B	Mess & Ablution Facility	±454m ²					
Sub Total Pest Control								
Total Price Hygiene, Deep Cleaning & Pest Control Excluding VAT:					R			
VAT 14%					R			
Total Price Hygiene & Pest Control Including VAT (Where Applicable):					R			

PRICE QUOTED ON THE PRICING SCHEDULE SHOULD BE INCLUSIVE OF ALL COSTS

 Respondent's Signature

 Date & Company Stamp

Delivery Lead-Time from date of purchase order: _____ [days]

- Notes to Pricing:

a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-

(i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFQ;

(ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFQ;

(iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFQ.

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFQ.

b) All Prices must be quoted in South African Rand, exclusive of VAT

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.

d) 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.

e) Price quoted on the pricing schedule should include labour costs

f) Bidders must price all items on pricing schedule, failure to do so will lead to disqualification

ANNEXURE B

CLAUSE BY CLAUSE COMPLIANCE TO SPECIFICATION

RFQ NUMBER: CRAC-KGG-23749

The compliance response is to contain ONLY the following statement, "**Comply**" or "**Do not comply**".
 Bidders Are To Refer to The Specifications (page 6-12 of the RFQ) For Full Detailed Description for Provision of
 Hygiene, Deep Cleaning & Pest Control Services at Sasolburg, Viljoensdrift & Vaalcon for a Period of Twenty Four
 (24) Months

**FAILURE TO FULLY COMPLETE OR COMPLY WITH ANNEXURE A WILL BE REGARDED AS
 NON-COMPLIANCE.**

Description	Comply	Do not Comply	Remarks
11.1 Pest Control Areas			
11.2 Objectives			
11.2.1			
11.2.2			
11.2.3			
11.2.4			
11.2.5			
11.2.6			
11.2.7			
11.2.8			
11.3 Requirements			
11.3.1			
11.3.2			
11.3.3			
11.4 Work Information			
11.4.1			
11.4.2			
11.4.3			
11.4.4			
11.5 Supervision			
11.5.1			
11.5.2			
11.6 Hours of Work			
11.6.1			
11.7 To be Provided by Service Provider			
11.7.1			

 Respondent's Signature

 Date & Company Stamp

11.7.2			
11.7.3			
11.8 Performance Monitoring and Evaluation			
11.8.1			
11.8.2			
11.8.3			
11.9 Measurement and Payment			
11.9.1			
11.9.2			
11.9.3			
11.9.4			
11.10 Agreement Price and Adjustment Factor			
11.10.1			
11.11 Site Register			
11.11.1			
11.11.2			
11.11.3			
11.12 Protective Clothing			
11.12.1			
11.13 Breach Of Contract			
11.13.1			
11.14 Special Conditions			
11.14.1			
11.14.2			
11.14.3			
11.14.4			
11.14.5			
11.14.6			
11.15 Pest Control at All Areas			
11.15.1			
11.15.2			
11.15.3			

 Respondent's Signature

 Date & Company Stamp

11.15.4			
11.15.5			
11.15.6			
11.15.7			
11.15.8			
11.15.9			
11.15.10			
11.15.11			
11.15.12			
11.15.13			
11.16 Hygiene and Deep Cleaning			
11.16.1			
11.16.2			
11.16.3			
11.16.4			
11.16.5			
11.16.6			
11.17 Areas To be Supplied With Equipment and Serviced			
11.17.1			
11.17.2			
11.17.3			
11.17.4			
11.17.5			
11.18 Product Description and Schedule			

FAILURE TO COMPLY 100% WITH SPECIFICATIONS WILL LEAD TO DISQUALIFICATION.

 Respondent's Signature

 Date & Company Stamp

ANNEXURE C: B-BBEE PREFERENCE POINTS CLAIM FORM

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is below R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed. Certificates issued by a Registered Auditor approved by the Independent Board of Auditors [**IRBA**] to Large Enterprises or QSEs with less than 51% black ownership have been discontinued but such valid certificates that were issued before 1 January 2017 may be used until they phase out completely by December 2017.

1.6 The purchaser 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 the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level 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;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Black designated group"** has meaning assigned to it in codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- (f) **"Black People"** meaning assigned to in Section 1 of Broad-Based Black Economic Empowerment Act.
- (g) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (h) **"CIPC"** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- (i) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (j) **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (k) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- (l) **"co-operative"** means a co-operative registered in terms of section 7 of Cooperatives Act, 2005 (Act No. 14 of 2005)
- (m) **"Designated Group"** means - i) Black designated groups; ii) Black People; iii) Women; iv) people with disabilities or v) Small enterprise, as defined in Section 1 of National Small Enterprise Act, (102 of 1996)
- (n) **"Designated Sector"** means, sub-sector or industry or product designated in terms of regulation 8(1)(a)
- (o) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (p) **"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 or 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;
- (q) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- (r) **"Military Veteran"** has meaning assigned to it in Section 1 of Military Veterans Act, 2011 (Act No. 18 of 2011);
- (s) **"National Treasury"** has meaning assigned to it in Section 1 of Public Finance Management Act, 1999 (Act No. 1 of 1999);

- (t) **"non-firm prices"** means all prices other than "firm" prices;
- (u) **"person"** includes a juristic person;
- (v) **"People with disabilities"** meaning assigned to it in terms of Section 1 of Employment Equity Act, 1998 (Act No. 55 of 1998)
- (w) **"Price"** includes all applicable taxes less all unconditional discounts.
- (x) **"Proof of B-BBEE Status Level of Contributor"** i) the B-BBEE status level certificate issued by an unauthorised body or person; ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or iii) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.
- (y) **"Rural Area"** i) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or ii) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have traditional land tenure system.
- (z) **"QSE"** means a Qualifying Small Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (aa) **"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;
- (bb) **"sub-contract"** means the primary contractor's assigning, leasing, 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;
- (cc) **"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 Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (dd) **"Township"** means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994
- (ee) **"Treasury"** meaning assigned to it in Section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999)
- (ff) **"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
- (gg) **"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.
- (hh) **"Youth"** meaning assigned to it in terms of Section 1 of National Youth Development Agency Act, 2008 (Act No. 54 of 2008)

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 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 must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one 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 must be the one scoring the

highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEM

A maximum of 80 points is allocated for price on the following basis:

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances Transnet would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.

5.3 QSEs that are at least 51% Black owned or higher 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.

5.4 A Bidder other than EME or a QSE that is at least 51% Black owned 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.

- 5.5 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 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 sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% 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 sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 5.9 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: . =(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 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.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

(Tick applicable box)

YES		NO	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		

Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<i>OR</i>		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser 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) if the successful bidder subcontracted a portion of the bidder to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

SIGNATURE(S) OF BIDDERS
_____ Signature
_____ Name
_____ Date
_____ Signed at

WITNESSES
1. Witness signature
2. Witness signature

ANNEXURE D

CERTIFICATE OF ATTENDANCE OF COMPULSORY SITE MEETING

COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING VENUE:

Venue : **Sasolburg Station Building Security**
Time : **10:30 AM**
Date : **17 July 2017**

ATTENDANCE CERTIFICATE

This is to certify that

Representative(s) of..... *[Name of entity]*

Have/has attended the site meeting / RFQ briefing in respect of the proposed Goods to be supplied in terms of this RFQ.

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE: _____

DATE: _____

EMAIL: _____

Briefing session will commence at Sasolburg Station Building, proceed to other depots.

VERY IMPORTANT

BIDDERS WHO DID NOT ATTEND COMPULSORY BRIEFING SESSION AT ALL DEPOTS WILL AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDING PROCESS.

Respondent's Signature

Date & Company Stamp

ANNEXURE E

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFQ. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, Transnet 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 in calculating tendered prices or any other purpose:

1.	Transnet’s General Bid Conditions*
2.	Standard RFQ Terms and Conditions for the supply of Goods or Services to Transnet
3.	Transnet’s Supplier Integrity Pact*
4.	Non-disclosure Agreement*
5.	Vendor Application Form* and all supporting documents (first time vendors only). Alternatively, for all existing vendors, please complete the table below under the heading “Existing vendors”.
Respondents are to note that the documents marked with a “*” are available on request or at the Transnet website (www.transnet.net). Please click on “Business with Us”, proceed to the tab “Tenders” and then click on “Standard Bid Documents”.	

Existing vendors: existing vendors are required to confirm whether all the information (e.g. company address, contact details, banking details, etc.) relating to the existing vendor number is still correct at the time of submission of this bid or update their information in the table below:

Transnet Operating Division [e.g. TFR, TE, etc]	Vendor Number	Information still current [tick if applicable]	Information change [indicate detail of change/s & attach appropriate proof]

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFQ unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by Transnet’s Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim based on an allegation that any aspect of this RFQ was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFQ documents included in the RFQ as a returnable document, is found not to be true and complete in every respect.

SIGNED at _____ on this ____ day of _____ 20__

WITNESSES

1.	Address
Signature	
Name	Date

2.	Address
Signature	
Name	Date

RESPONDENT'S AUTHORISED REPRESENTATIVE

Signature	Designation
Name	Date

ANNEXURE F

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 have complied with all Obligations of the Bidder/Supplier as indicated in paragraph 3 of the Transnet Supplier Integrity which includes but is not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
6. 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
7. 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.
8. 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.
9. 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]

10. 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

11. 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__

This person is hereto duly authorised to sign for and on behalf of the company	As Witness
Registration No of Company/ CC	
Registration Name of Company /CC	

Name	Name
Position	Position
Signature	Signature
Date	Date
Place	Place

STANDARD RFQ TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET

A Service Provider shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). A Quotation submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business. A material deviation from the Standard Terms and Conditions could result in disqualification of a Quotation.

1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [**Terms** and each **Term**] and Transnet's purchase order(s) [**Order** or **Orders**] represent the only conditions upon which Transnet SOC Ltd [**Transnet**] procures goods [**the Goods**] or services [**the Services**] specified in the Order from the person to whom the Order is addressed [**the Supplier/Service Provider**]. Transnet does not accept any other conditions which the Supplier/Service Provider may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

2 CONFORMITY WITH ORDER

An Order shall only be valid if it is reduced to writing and issued by a duly delegated official. Goods/Services shall conform strictly with the Order. The Supplier/Service Provider shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier/Service Provider warrants that the Goods/Services shall be fit for their purpose and of satisfactory quality.

3 DELIVERY AND TITLE

3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's/Service Provider's obligations under the Order.

3.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.

3.3 If on delivery, the Goods/Services do not conform to the Order, Transnet may reject the Goods/Services and the Supplier/Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Goods/Services at the Supplier's/Service Provider's expense within the specified delivery times, without any liability due by Transnet.

4 PRICE AND PAYMENT

4.1 Prices specified in an Order cannot be increased. Payment for the Goods/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and

month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.

- 4.2 Payment of the Supplier's/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorized additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

5 PROPRIETARY RIGHTS LIABILITY

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Goods/Services or any written material provided to Transnet relating to any Goods/Services or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier/Service Provider hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier/Service Provider following a design or process originated and furnished by Transnet. The Supplier/Service Provider shall either

- a) procure for Transnet the right to continue using the infringing Goods; or
- b) modify or replace the Goods/Services so that they become non-infringing,

provided that in both cases the Goods/Services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier/Service Provider may remove, with Transnet's prior written consent, such Goods/Services and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier/Service Provider shall have no liability in respect of any continued use of the infringing Goods/Services after Supplier's/Service Provider's prior written request to remove the same.

6 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier/Service Provider and any information relating to Transnet's business which may have come into the Supplier's/Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Service Provider as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier/Service Provider shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

7 PUBLICITY

The Supplier/Service Provider shall not name Transnet or use its trademarks, service marks [whether registered or not] or Goods in connection with any publicity without Transnet's prior written consent.

8 TERMINATION OF ORDER

8.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Supplier/Service Provider or the Supplier/Service Provider commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier/Service Provider when such work on the Order shall stop.

8.2 Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.

8.3 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.

8.4 If the Goods or Services are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Goods or any damage caused due to the failure or delay in the delivery.

9 ACCESS

The Supplier/Service Provider shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's/Service Provider's employees. The Supplier/Service Provider shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

10 WARRANTY

The Service Provider warrants that it is competent to supply the Services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Goods/Services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to [*inter alia*] the supply, Services in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier/Service Provider hereby indemnifies Transnet against all losses, liabilities, costs,

claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

11 INSOLVENCY

If the Supplier/Service Provider shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier/Service Provider compounds with its creditors or passes a resolution for the writing up or administration of the Supplier/Service Provider, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

12 ASSIGNMENT

The Supplier/Service Provider shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

13 NOTICES

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

14 LAW

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier/Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier/Service Provider does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

15 GENERAL

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 5, 6, 7, 8, 9, 12 and **Error! Reference source not found.**6. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

16 COUNTERPARTS

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

17 DATABASE OF RESTRICTED SUPPLIERS

17.1 All the stipulations on Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.

17.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet and other organs of state for a specified period. On completion of the blacklisting process, the blacklisted entity's details will be placed on National Treasury's Database of Restricted Suppliers for the specified period of exclusion.

17.3 The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e. on the face of it) case has been established.

17.4 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

17.5 A supplier or contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

17.6 Grounds for blacklisting include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:

- a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
- b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
- c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Goods or Services or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and

- (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
 - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - h) Has litigated against Transnet in bad faith.
- 17.7 Transnet recognizes that trust and good faith are pivotal to its relationship with its suppliers. When a dispute arises between Transnet and its supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
 - a) Vexatious proceedings. These are frivolous proceedings which have been instituted without proper grounds;
 - b) Perjury. Where a supplier commits perjury either in giving evidence or on affidavit;
 - c) Scurrilous allegations. Where a supplier makes allegations regarding a senior Transnet employee which are without a proper foundation, scandalous, abusive or defamatory.
 - d) Abuse of court process. When a supplier abuses the court process in order to gain a competitive advantage during a bid process.
- 17.8 Where any person or Enterprise has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 Years, such person/Enterprise may also be blacklisted. Serious breaches of the law would include but are not limited to corruption, fraud, theft, extortion, or contraventions of the Competition Act 89 of 1998 (e.g. collusive tendering). This process excludes minor convictions such as traffic offences or personal disagreements between parties which have no bearing on the business operations of the person or Enterprise.
- 17.9 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's Register of Tender Defaulters.
- 17.10 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.
- 17.11 Any person or enterprise or company against whom a decision to blacklist has been taken, may make representations to the Chief Financial Officer of Transnet SOC Ltd, whose decision shall be final.