

**FREIGHT RAIL**

An Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFQ] [SERVICES]

RFQ FOR PEST CONTROL SERVICES AT POLOKWANE, MODIMOLLE, MOOKGOPHONG, MOKOPANE, MOKHADO, MUSINA, TZANEEN, BELA-BELA AND PIENAARSRIVIER FOR A PERIOD OF THREE YEARS.

RFQ NUMBER	ERAC NS3688 21141
ISSUE DATE:	10 JUNE 2016
CLOSING DATE:	28 JUNE 2016
CLOSING TIME:	10:00
BID VALIDITY PERIOD:	28 SEPTEMBER 2016

SCHEDULE OF BID DOCUMENTS

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RFQ ANNEXURES:

ANNEXURE A: B-BBEE IMPROVEMENT PLAN

Respondent's Signature

Date & Company Stamp

SECTION 1: NOTICE TO RESPONDENTS**1 INVITATION TO BID**

Responses to this RFQ [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent** or **Bidder**].

DESCRIPTION	For pest control services at Polokwane, Modimolle, Mookgophong, Mokopane, Mkhado, Musina, Tzaneen, Bela-Bela and Pienaarsrivier for a period of three years
INSPECT / COLLECT DOCUMENTS FROM	The office of Transnet Freight Rail Advice Centre Ground Floor Nzasm Building, Room G16 Corner of Paul Kruger and Minnaar Street Pretoria 0001
ISSUE DATE AND COLLECTION DATE DEADLINE	Between 09:00 and 15:00 from 10th June 2016 until 15h00 on 15th June 2016
CLOSING DATE	10:00 on Tuesday, 28 June 2016 Respondents must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
COMPULSORY BRIEFING SESSION	Yes Refer to paragraph 2 for details.
VALIDITY PERIOD	28th September 2016 Respondents are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.

Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.

2 FORMAL BRIEFING

A compulsory briefing session **will be held** at **10h00** on **Friday, 17th June 2016** in the Depot Engineer's office, Infra boardroom, c/o Hospital and Church Streets, Polokwane. Should Respondents have any specific commercial or technical related queries they may email these to the Transnet employee(s) indicated below **or** complete **SECTION 6 (RFQ CLARIFICATION REQUEST FORM)** and email it before 12:00, 3 days prior to closing date:

a) Nico Swart (Commercial)

Email: nico.swart3@transnet.net

Tel. (012) 315 3083

b) Kgalamadi Ramotlhale (Technical)

Email: Kgalamadi.Ramotlhale@transnet.net

Tel. (015) 299 6316/cell 083 842 0256

- 2.1 A certificate of Attendance in the form set out in Section 8 hereto must be completed and submitted with your quotation as proof of attendance is required for a compulsory site meeting and or RFQ briefing.
- 2.2 Respondents failing to attend the compulsory site meeting and/or RFQ briefing session will be disqualified.

Respondent's Signature

Date & Company Stamp

3 PROPOSAL SUBMISSION

Proposals must be submitted in a sealed envelope addressed as follows:

The Secretariat, Transnet Acquisition Council

RFQ No: ERAC NS3688 21141

Description For pest control services at Polokwane, Modimolle, Mookgophong, Mokopane, Makhado, Musina, Tzaneen, Bela-Bela and Pienaarsrivier for a period of three years.

Closing date and time: **Tuesday, 28th June 2016 @10H00**

Closing address [Refer to options in paragraph 4 below]

All envelopes must reflect the return address of the Respondent on the reverse side.

4 DELIVERY INSTRUCTIONS FOR RFQ

4.1 Delivery by hand

If delivered by hand, the envelope is to be deposited in the Transnet tender box which is located in the foyer on the ground floor, Nzasm Building, Room G16, Corner of Paul Kruger and Minnaar Street, Pretoria and should be addressed as follows:

THE SECRETARIAT
TRANSNET ACQUISITION COUNCIL
GROUND FLOOR (FOYER) TENDER BOX
NZASM BUILDING
C/O PAUL KRUGER AND MINNAAR STREETS
PRETORIA
0001

- a) The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 2 above.
- b) It should also be noted that the above tender box is located at the main entrance and is accessible to the public from Monday to Friday from 08h00 to 16h00, 5 days a week.

4.2 Dispatch by courier

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Transnet Acquisition Council and a signature obtained from that Office:

THE SECRETARIAT
TRANSNET ACQUISITION COUNCIL
GROUND FLOOR (FOYER) TENDER BOX
NZASM BUILDING
C/O PAUL KRUGER AND MINNAAR STREETS
PRETORIA
0001

- 4.3 If responses are not delivered as stipulated herein, such responses will not be considered.
- 4.4 No email or faxed responses will be considered, unless otherwise stated herein.

- 4.5 The responses to this RFQ will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
- 4.6 Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.

5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

As described in more detail in the attached BBBEE Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

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

Respondents are required to complete Section 7 [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.

5.1 B-BBEE Joint Ventures or Consortiums

Respondents who would wish to respond to this RFQ as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFQ submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFQ process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

Respondents are to note the requirements for B-BBEE compliance of JVs or consortiums as required by Section 7 [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 for the JV or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.

5.2 Subcontracting

Transnet fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any

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Date & Company Stamp

companies designated as B-BBEE Facilitators¹.

If contemplating subcontracting, please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Proposal that such Respondent intends subcontracting more than 25% [twenty-five percent] of the value of the contract to an entity/entities that do not qualify for at least the same points that the Respondent qualifies for, unless the intended sub-Respondent is an EME with the capability to execute the contract.

A person awarded a contract may not subcontract more than 25% [twenty-five percent] 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.

In terms of Section 7 of this RFQ [the B-BBEE Preference Point Claim Form] Respondents are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-Respondent/s.

5.3 B-BBEE Improvement Plan

Transnet encourages its Respondents 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 5.1 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. *[Refer to Section 7 and Annexure A for further instructions]*

6 COMMUNICATION

6.1 For specific queries relating to this RFQ, an RFQ Clarification Request Form should be submitted before **12:00 3 days prior to closing date** substantially in the form set out in Section 6 hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFQ documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with the **correct** contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.

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

Name: Nico Swart

E-mail: nico.swart3@transnet.net

¹ The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans' Association (SANMVA) has been designated as a B-BBEE Facilitator. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.

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

Telephone: 012 3154122

E-mail: morris.mhlongo@transnet.net

- 6.4 Respondents are warned that a Proposal may be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

7 CONFIDENTIALITY

- 7.1 All information related to this RFQ is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

8 INSTRUCTIONS FOR COMPLETING THE RFQ

- 8.1 Proposals must be submitted in duplicate hard copies [1 original and 1 copy] and must be bound.
- 8.2 Sign one set of original documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set must be a copy of the original signed Proposal.
- 8.3 Both sets of documents are to be submitted to the address specified in paragraph 4 above, and Respondents must ensure that the original and copies (where applicable) are identical in all respects as Transnet will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document in either the original or the copy of the RFQ albeit that it was included in the other.
- 8.4 **All returnable documents tabled in the Proposal Form [Section 4] must be returned with your Proposal.**
- 8.5 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFQ shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 8.6 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

9 COMPLIANCE

The successful Respondent [hereinafter referred to as the **Respondent**] shall be in full and complete compliance with any and all applicable laws and regulations.

10 DISCLAIMERS

Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of Proposals. In particular, please note that Transnet reserves the right to:

- 10.1 modify the RFQ's Services and request Respondents to re-bid on any such changes;

Respondent's Signature

Date & Company Stamp

- 10.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 10.3 disqualify Proposals submitted after the stated submission deadline [Closing Date];
- 10.4 not necessarily accept the lowest priced Proposal or an alternative bid;
- 10.5 reject all Proposals, if it so decides;
- 10.6 withdraw the RFQ on good cause shown;
- 10.7 award a contract in connection with this Proposal at any time after the RFQ's closing date;
- 10.8 award a contract for only a portion of the proposed Services which are reflected in the scope of this RFQ;
- 10.9 split the award of the contract between more than one Respondent, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 10.10 make no award of a contract;
- 10.11 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 undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFQ document.

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

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 ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price.

Kindly note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.

11 LEGAL REVIEW

A Proposal 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.

12 NATIONAL TREASURY CENTRAL RESPONDENT 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 Respondents after verifying that a Respondent is registered as a prospective Respondent on the National Treasury Central Respondent Database.

National Treasury	Unique Vendor Number	Yes / No
Central Respondent Database		

In the Yes/No column above, please confirm your registration by providing your National Treasury Unique Vendor Number.

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

TIP-OFFS ANONYMOUS: 0800 003 056

Respondent's Signature

Date & Company Stamp

SECTION 2: TECHNICAL SPECIFICATION:**QUARTERLY PEST CONTROL SERVICES AT POLOKWANE, MODIMOLLE, MOOKGOPHONG, MOKOPANE, MOKHADO, MUSINA, TZANEEN, BELA-BELA AND PIENAARSRIEVER FOR A PERIOD OF THREE YEARS****SERVICES TO BE EXECUTED AT THE FOLLOWING PLACES:**

- Polokwane
- Modimolle
- Mookgophong
- Mokopane
- Makhado
- Musina
- Tzaneen
- Bela-Bela
- Pienaarsrivier

1 SCOPE OF WORKS:**1.1 THIS CONTRACT COVERS THE FOLLOWING:**

- Rendering of pest control services to office buildings and other buildings on a quarterly basis, i.e. carry out inspections and treatments, bring under control any infestation of pesticides.
- Pest Management should offer innovative pest prevention program for cockroaches, gnats, rodents, rats, booklice, bees and flies.
- The routine treatment program should include but not limited to "pest species" specific and focus on the identification of the pest species followed by specific elimination treatments and maintenance treatment methods.
- Installation of temper proof bait boxes/stations.
- Service to be provided and delivered timeously by the Respondent. (Inspections and treatments).
- A low odour pesticide to be used.

1.2 LOCATION OF THE WORKS

- Refer to Schedule of Prices.

1.3 REQUIREMENTS

- Registration with the Department of Agriculture. (Pest Control Officer registration certificate in Industrial Weed Control).
- Registration with South African Pest control Association (SAPCA).
- Chemicals used to comply with South African Bureau of Standards (SABS) and the Department of Agriculture approved.
- Submission of material safety data sheet (MSDS).
- Letter of good standing with the Compensation Commissioner.

1.4 WORKS INFORMATION

- Pest management should offer innovative pest prevention programme for cockroaches, rodents 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.

Respondent's Signature

Date & Company Stamp

- The routine treatment program should include but not limited to "pest species" specific and focus on the identification of the pest species followed by the elimination treatments and maintenance treatment methods.
- Should the use of insecticides be necessary, the Respondent 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.
- All treatment methods, pesticides and pest materials should be in strict compliance with the Department of Agricultural, SABS and local regulations.

2 DURATION OF CONTRACT

This contract will be for the period of three years commencing on the date of notification of acceptance of tender with Transnet Freight Rail.

2.1 DELEGATION OF SUPERVISOR POWERS:

The Supervisor in charge may delegate in writing to any deputy or other person any of his powers or function under the contract.

2.2 RESPONDENT'S SUPERVISION:

The Respondent 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 behalf.

2.3 HOURS OF WORK:

The Respondent shall confine his work to normal working hours except when work outside these hours is permitted by the Supervisor in charge at the Respondent's request or ordered by the Supervisor in charge.

2.4 TO BE PROVIDED BY THE RESPONDENT:

The successful respondent will provide the necessary tools and equipment to execute the work to the satisfaction of the Supervisor/Supervisor from Transnet Freight Rail. All equipment to be kept in a good and safe condition at all times and to comply with all safety regulations.

All respondents to state, separately for each action of the work to be done, the amount of workers that will be on site.

2.5 PERFORMANCE MONITORING AND EVALUATION:

The Respondent(s) shall at all times be responsible for supervision of work and for follow up inspections to monitor the successful service rendered. He/she shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.

The Supervisor (or his deputy) shall at any time during the contract period carry out inspections of the Respondent (s) performance methods and procedures.

2.6 MEASUREMENT AND PAYMENT:

- Payment will be done after receiving the tax invoice and a full detail list of all work done during that period. The Supervisor in charge from Transnet Freight Rail will certify on the invoice that all work was done according to the contract and site diary book.

Respondent's Signature

Date & Company Stamp

- Any work specified in the contract that needs to be done in the last month of the contract before the contract expires, have not been done, then no payment will be made for any work that was done during the last month, until such work has been done.
- Quarterly payments to be made. Invoice to be submitted after all sites have been inspected, treated and invoiced.
- In the event of no inspection or treatment at a site, payment for that period will be withheld.
- The signed register of work performed to be submitted with the invoice.
- The register to be signed by the Supervisor of the specific area.
- Invoice to be signed by the relevant Supervisor to indicate that work was performed to the satisfaction of TFR.

2.7 SCHEDULE OF PRICES

- The short descriptions of the items in the schedule are for identification purposes only. In so far as these documents have any bearing, they shall be referred to for details of the description, quality, and test of plant and material used, and the workmanship, conditions, obligations, liabilities and instructions generally which shall be complied with in carrying out the Agreement. The cost of complying with all conditions, obligations and liabilities described in the Agreement documents including profit, shall be deemed to be included in the rates quoted by the Respondent.

2.8 AGREEMENT PRICE AND ADJUSTMENT FACTOR

- No price adjustment will be applicable in this Agreement. Any price increase due to escalation will be for the Respondent account and any price decrease will be to his/her benefit.

2.9 VALUE-ADDED TAX

- Value-added tax in terms of the Value-added Tax Act No. 89 of 1991 should not be included in the unit rates. Provision is made in the Schedule of Prices for the lump addition of Value-added Tax.

2.10 SITE REGISTER

- The Respondent shall provide a site register and a daily diary book at the various sites as directed by the Supervisor for the duration of the Agreement.
- The register shall only be used by the Supervisor or his/her deputy and will be used for the issuing of instructions to the Respondent and the monitoring of services supplied.
- The Respondent 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 or his/her deputy.

2.11 PROTECTIVE CLOTHING

- Protective clothing according to Safety Code should be worn at all times in Transnet Freight Rail operational areas whenever executing services to fulfil contract obligations. All staff to be supplied with all necessary clothing, e.g. gloves, shoes etc. when entering the sites where the service is to be rendered.

2.12 SERVICE LEVELS

- The Parties hereto agree to adhere to the following criteria in terms of acceptable Service levels to be provided by the Respondent for the duration of this Agreement

Respondent's Signature

Date & Company Stamp

The Respondent shall -

- provide a detailed implementation plan to Transnet Freight Rail, which is to include, *inter alia*, time lines, check points and defined responsibilities for the Parties; and
- Maintain a site register per the various centers which will be signed off the Client employee and the Respondent
- Provide a contact number for customer which will be available 24 hours a day.
- The Parties will hold quarterly reviews, such meetings to be arranged and minutes recorded by Transnet Freight Rail.

2.13 BREACH OF CONTRACT

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 to the client's full satisfaction.

3 SPECIAL CONDITIONS

- The Respondent shall supply all the materials, chemicals and equipment required to perform the works.
- The Respondent shall be responsible for the safe-keeping of all his/her material and equipment. Transnet (Property) shall not be responsible for any losses or damages to the material and equipment.
- All work shall be carried out in a neat and orderly manner to the satisfaction of the Supervisor in charge of this project.
- The Respondent shall ensure that the site is left in a neat and tidy condition on a daily basis and after the completion of the works.
- 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.
- No sub-Respondent will be allowed on site without prior permission from the Supervisor in charge.

4 SAFETY

The Respondent shall ensure that a competent Supervisor oversees the safe running and completion of works and related activities. The Respondent shall be responsible in adhering to the safety clauses of ACT 85 of 1993 as applicable on type of work performed. The Respondent shall issue all its workers with the necessary protective clothing applicable to the type of work performed.

4.a) HEALTH RISK & SAFETY PLAN

The Health, risk and Safety Plan should address the following items as listed below:

MINIMUM CONTENTS FOR SHEQ PLAN

4.1. SHE Management Structure

- 4.1.1. Work Supervisor (Construction Regulation 6)
- 4.1.2. Subordinate Work Supervisor (Construction Regulation 6)
- 4.1.3. Safety Officer (Construction Regulation 6(7)).
- 4.1.4. Health and Safety Representative (Section 17 of OHS Act).

4.2. SHE Organisation

- 4.2.1 Health and Safety Committee.
- 4.2.2. Composition.
- 4.2.3 Frequency of Meetings.

- 4.2.4 Minutes of meeting.
- 4.2.5 Legal Compliance Audits.
- 4.2.6. Audit Report.
- 4.2.7 Frequency of Audits.
- 4.2.8 Findings and Analysis.
- 4.2.9 Corrective Action.

4.3. **Risk Assessment/Management**

- 4.3.1. Task descriptions. (e.g. Spillage of herbicides)
- 4.3.2. Risk Identification, Analysis, Mitigating Steps, Monitoring Steps and Review Plan.
- 4.3.3. Risk Assessment (Construction Regulation 7)

4.4. **Education and Training**

- 4.4.1. Induction training (Construction Regulation 7(9))
- 4.4.2. Site Specific Training.
- 4.4.3. Certificate of Competence.

4.5. **Emergency Planning – Evacuation plan**

- 4.5.1. Client procedure.
- 4.5.2. Site Procedure.

4.6. **Health and Safety Communications**

- 4.6.1 Safety/Toolbox talks.
- 4.6.2 Incident Recall.

4.7. **Safe Working Procedures and Methods**

- 4.7.1 Method Statements.
- 4.7.2 Safe Operating Procedures.
- 4.7.3 Task/Job observations.

4.8. **Personal Protective Equipment and Clothing**

- 4.8.1 PPE required after all other controls have been considered.
- 4.8.2 PPE proof of issue.

4.9. **Project security**

- 4.9.1 Security risks identified.
- 4.9.2 Access control.

4.b) **QUALITY CONTROL PLAN (PEST CONTROL PLAN) should address the following items as listed below:**

4.10 **MINIMUM CONTENTS FOR QUALITY CONTROL PLAN**

4.10.1 **Pest Control procedures:**

The activities performed to control each type of pest. Written procedures should be detailed and include frequency of action.

4.10.2 **Recordkeeping:**

The documentation of each performed activity. The records must be accurate, up-to-date and include inspection for evidence of pests in each plant area.

4.10.3 **Responsible individuals:**

The person(s) who are charged with performing pest control procedures and recordkeeping. Also the supervisor responsible for signing off on reviewed records.

4.10.4

Deviation:

Evidence of pest problem is a subjective determination that requires expertise. For example, periodically finding a cockroach under cockroaches would be a deviation. A deviation has occurred when an allowable limit has been exceeded.

4.10.5

Corrective measures:

These are written action steps in the plan that will be performed if there is a deviation from the pest control program. Often they made include increasing control procedures, retraining of employees, cleaning up the area, etc.

4.10.6

Verification and validation:

Written scientific evidence that the procedure are effective at controlling pests. This material is often available from chemical, trap and pest control equipment makers. Also verification is documentation of visual inspection for evidence of pests.

4.10.7

Integrated pest management (IPM):

Inspection (monitoring), Physical control, Mechanical control, Chemical control.

4.10.8

Verification of the pest control program

4.10.9

Action steps for none and poor performance.

5

GREEN ECONOMY / CARBON FOOTPRINT

Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation.

Please submit details of your entity's policies in this regard.

6

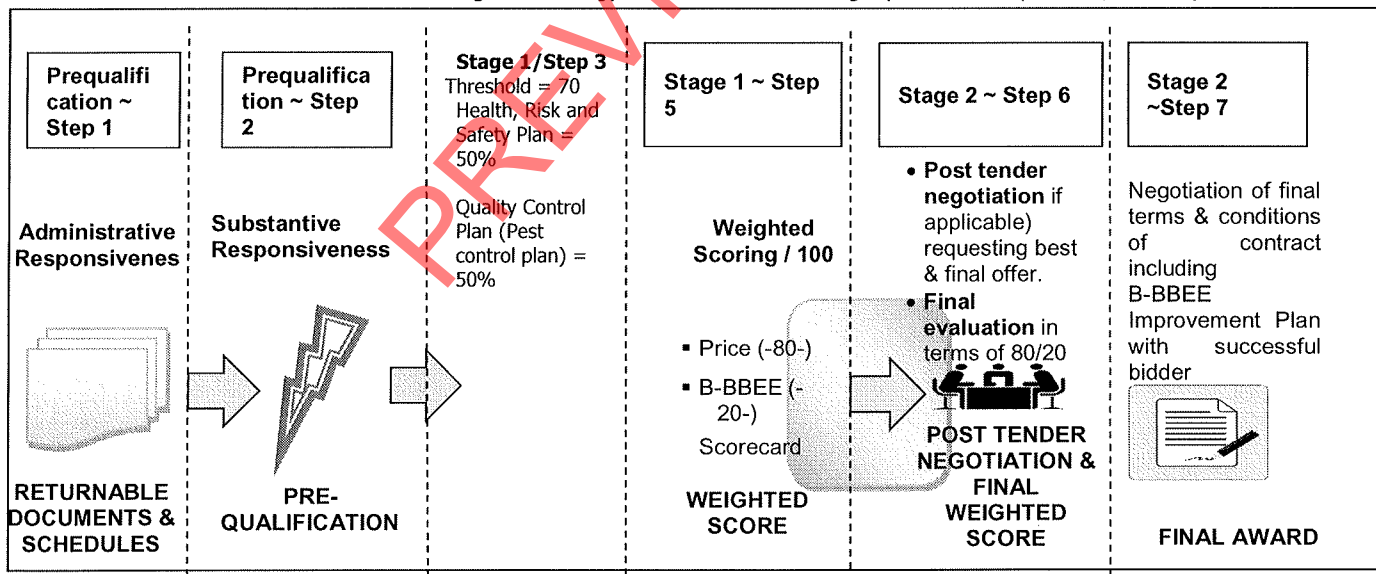
GENERAL RESPONDENT OBLIGATIONS

The Respondent(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them. The Respondent(s) must comply with the requirements stated in this RFQ.

7

EVALUATION METHODOLOGY

Transnet will utilise the following methodology and criteria in selecting a preferred Respondent, if so required:



NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Transnet reserves the right to conduct the different stages of the evaluation process in parallel. In such instances the evaluation of Respondents at any given stage must therefore not be interpreted to mean that Respondents have necessarily passed any previous stage(s).

Respondent's Signature

Date & Company Stamp

7.1 PREQUALIFICATION STAGE ~ STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFQ Reference
<ul style="list-style-type: none"> Whether the Bid has been lodged on time 	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> Completeness of response and returnable documents Whether all mandatory documents and or schedules were completed by the closing date and time. Verify the validity of all returnable documents, i.e. a valid letter of good standing issued by the Compensation Commissioner issued by the Department of Labour and a valid SANAS certified accredited or IRBA approved verification certificate 	<i>Section 4</i> <i>Section 4, page 26 and 27</i>

The test for administrative responsiveness must be passed for a Respondent's Proposal to progress to the next stage for further pre-qualification

7.2 PREQUALIFICATION STAGE ~ STEP TWO: Test for Substantive Responsiveness to RFQ

The test for substantive responsiveness to this RFQ will include the following:

Check for substantive responsiveness	RFQ Reference
<ul style="list-style-type: none"> Submit a valid Pest Control Operator certificate in structural Pest Control (Commercial and domestic).(Minimum of 3 pest control operator certificates) 	<i>Section 4</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer with a completed schedule of prices. 	<i>Section 3</i>
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given. Whether a safety method statement relevant to the scope of work has been submitted. Whether a fully completed clause by clause statement of compliance to the project specification has been submitted. (Section 10) 	<i>All Sections</i>

The test for substantive responsiveness must be passed for a Respondent's Proposal to progress to the next stage for further evaluation

7.3 STAGE ONE ~ STEP 3: Minimum Threshold 70% for Technical Criteria

The test for the Technical and Functional threshold will include the following:

Technical Criteria: Minimum threshold = 70%	% Weightings	RFP Reference
Health, Risk and Safety Plan	50%	<i>Section 2</i>
Quality Control Plan (Pest control Plan)	50%	

The following applicable values will be utilised when scoring each criterion mentioned above:

OSH Act (SHEQ and Risk Management plan:

Respondent's Signature

Date & Company Stamp

Points	Interpretation
1	None responsive
2	Poor
3	average
4	good
5	excellent

7.4 STAGE ONE ~ STEP 5: Evaluation and Final Weighted Scoring

a) Price Criteria [Weighted score 80 points]:

Evaluation Criteria	RFQ Reference
• Commercial offer	Section 3

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Score for the Bid under consideration

Pt = Price of Bid under consideration

$Pmin$ = Price of lowest acceptable Bid

b) Broad-Based Black Economic Empowerment criteria [Weighted score 20 points]

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

7.5 SUMMARY: Final Evaluated Weightings

Evaluation Criteria	Final Weighted Scores
Price	80
B-BBEE - Scorecard	20
TOTAL SCORE:	100

7.6 STAGE TWO ~ STEP 6: Post Tender Negotiations (if applicable)

Transnet reserves the right to conduct post tender negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. A final evaluation will be conducted in terms of 80/20.

7.7 STAGE TWO ~ STEP 7: Final Contract Award

Transnet will negotiate the final terms and condition the contract with the successful Respondent(s). This may include aspects such as the B-BBEE Improvement Plan, price and delivery. Thereafter the final contract will be awarded to the successful Respondent(s).

Respondent's Signature

Date & Company Stamp

IMPORTANT NOTICE TO RESPONDENTS

Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFQs exceeding R5million [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFQ process which meets this threshold, a complaint may be lodged with the Ombudsman for further investigation. The Ombudsman reserves the right to refer the complaint to an external Respondent for investigation.

It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference OF the Ombudsman which are available for review at Transnet's website www.transnet.net.

An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net.

For transactions below the abovementioned threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division/Specialist Unit.

Respondents are to note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a Bidder on its List of Excluded Respondents.

PREVIEW COPY

Respondent's Signature

Date & Company Stamp

RFQ No: ERAC NS3688 21141

Description: RFQ for pest control services at Polokwane, Modimolle, Mookgophong, Mokopane, Mokhado, Musina, Tzaneen, Bela-Bela and Tloaensrivier for a period of three years.

SECTION 3: SCHEDULE OF PRICES*Respondents are required to complete the schedule of prices below:*

Depot Name	Asset number	Description of Premises	Department	Size of Premises m ²	Size Around Premises M ²	Rate for Quarter 1	Rate for Quarter 2	Rate for Quarter 3	Rate for Quarter 4
POLOKWANE									
POLOKWANE	02AM020P	Office & Toilet	Operations	180	64.2				
POLOKWANE	02BM015P	Office & Toilet	Operations (SAC)	120	52.8				
POLOKWANE	02AM018P	Office	Operations (SAC)	53	21.6				
POLOKWANE	02AM019P	Toilet	Operations (SAC)	7	4.2				
POLOKWANE	02AM024P	Control Point No.3	Operations (SAC)	35	18.2				
POLOKWANE	02AM025P	Control Point No.4	Operations (SAC)	35	18.2				
POLOKWANE	02AM061P	Operation Office	Operations (SAC)	289	70.4				
POLOKWANE	02BM035P	Control Point no.1	Operations (SAC)	72	44				
POLOKWANE	02AM006P	Toilet	Operations (CAB)	33	17.2				
POLOKWANE	02BM006P	Office	Operations (CAB)	10	6.4				
POLOKWANE	02BM007P	Office	Operations (CAB)	53	34.3				
POLOKWANE	02BM008P	Toilet	Operations (CAB)	22	11.9				
POLOKWANE	02DM001P	Portion Of Station building	Operational manager, Asset protection	1300	259.2				
POLOKWANE	02BM022P	Security Office	Operational manager, Asset protection	700	89.2				
POLOKWANE	02DM003P	Mess & Ablution	Rail Network, MTV	60	37.6				
POLOKWANE	02AM012P	Mess & Ablution	Rail Network, Depot Engineer	95	47.6				
POLOKWANE	02AM052P	D.E Office	Rail Network, Electrical	976	272.4				
POLOKWANE	02AM043P	Mess & Ablution	Rail Network, Electrical	78	38.6				
POLOKWANE	02AM044P	Mess & Ablution	Rail Network, Electrical	150	53.8				
POLOKWANE	02AM045P	Office & Toilet	Rail Network, Signal	184	110.6				
POLOKWANE	02AM053P	Signal office and workshop	Rail Network, Signal	29	25.2				
POLOKWANE	02AM050P	Toilet	Rail Network, Perway	9	7.6				
POLOKWANE	03HM007P	Office	Rail Network, Transtel	116	38.8				
POLOKWANE	02BM044P	Transtel Office	Rail Network, Transtel	264	102.6				

Respondent's Signature

Date & Company Stamp

RFQ No: ERAC NS3688 21141

Description: RFQ for pest control services at Polokwane, Modimolle, Mookgophong, Mokopane, Mokhado, Musina, Tzaneen, Bela-Bela and Tloaensrivier for a period of three years.

POLOKWANE	02BM049P	Mess & Ablution	Rail Network	30	26.4				
POLOKWANE	02AM010P	Workshop & Office	Rail Network, MTV	390	144.9				
POLOKWANE	02AM040P	Mess & Ablution	Operational manager, C/P	25	19				
POLOKWANE	02AM041P	Hazmat fire Office	Hazmat Fire	160	50.4				
POLOKWANE	02BM018P	Section Manager's office	Operations	88	36.2				
POLOKWANE	02AM039P	C&W Office	Operational manager, C/P	90	38.3				
MOKOPANE									
MOKOPANE	02AL061P	Station building	Operations	120	39.4				
MOKOPANE	02AL115P	Mess & Ablution	Rail Network, Electrical	75	44.2				
MOKOPANE	02AL116P	Mess & Ablution	Rail Network, Electrical	192	88.4				
MOKOPANE	02AL114P	Workshop & Office	Rail Network, Electrical	130	75				
MOKOPANE	02AL070P	Ablution at Signal	Rail Network, Signal	87	46.3				
MOKOPANE	02AL117P	Workshop & Office	Rail Network, Signal	160	90.4				
MOKHADO									
MOKHADO	02AN058P	Portion of Station Building	Operations	493	79.2				
MOKHADO	02EN016P	Shunter's Cabin	Operations (SAC)	70	43.4				
MOKHADO	02AN066P	Office	Rail Network	253	43.4				
MOKHADO	02AN092P	Contractor's Office	Rail Network	48	30.4				
MUSINA									
MUSINA	02AN041P	Goods Office (Planners)	Operations (SAC)	125	49				
MUSINA	02ZL025P	Container Office	Operations (SAC)	16.25	18				
MUSINA	02ZL026P	Container Office	Operations (SAC)	16.25	18				
MUSINA	02BN039P	Mess and Ablution	Operations (SAC)	103	43.8				
MUSINA	02ZN056P	Portion of Station Building	Operations (SAC)	177	39.4				
MUSINA	02AN037P	Rest room	Rail Network	345	122.4				

Respondent's Signature

Date & Company Stamp

RFQ No: ERAC NS3688 21141

Description: RFQ for pest control services at Polokwane, Modimolle, Mookgophong, Mokopane, Mokhado, Musina, Tzaneen, Bela-Bela and Tloaenaarsrivier for a period of three years.

MUSINA	03AN001P	Goods Shed	Operations (SAC)	650	79.2				
MUSINA	11GN028P	Store	Rail Network	11	8				
MUSINA	02BN033P	Office Passenger	Operations (SAC)	30	17.2				
MUSINA	02BN034P	Office	Operations (SAC)	24	18				
MUSINA	02BN052P	Mess and Ablution	Operations (SAC)	40	27				
TZANEEN									
TZANEEN	02DP003P	Station Building	Operations	585	139				
TZANEEN	02AP052P	Loco Building	Operations	255	68.8				
TZANEEN	02AP082P	Mess and Ablution	Rail Network	59.7	37.4				
TZANEEN	02AP083P	Mess and Ablution	Rail Network	24	20.6				
TZANEEN	02AP049P	Mess and Ablution	Operations	40	27				
TZANEEN	02AP080P	Workshop and Office	Rail Network	143	52.4				
TZANEEN	02AP081P	Store room	Rail Network	34	24.4				
MOOKGOPHONG									
MOOKGOPHONG	02HL020P	Sleeping Quarters	Rail Network	20	9.8				
MOOKGOPHONG	02AL037P	Portion of Station Building	Operations	292	58				
MOOKGOPHONG	02AL043P	Infra office	Rail Network	86	44				
MOOKGOPHONG	02HL019P	Sleeping Quarters	Rail Network	28	12.6				
MODIMOLLE									
MODIMOLLE	02BL001	Station Building	Rail Network/ Operations	200	108				
MODIMOLLE	02AL027P	Workshop and Office	Rail Network	172	39.2				
MODIMOLLE	02AL26P	Toilet	Rail Network	8	3.7				
MODIMOLLE	02AL028P	Toilet	Rail Network	3	2.6				
MODIMOLLE	02AL018P	Transtel Office	Rail Network	134	56				

Respondent's Signature

Date & Company Stamp

RFQ No: ERAC NS3688 21141

Description: RFQ for pest control services at Polokwane, Modimolle, Mookgophong, Mokopane, Makhado, Musina, Tzaneen, Bela-Bela and Tloaensrivier for a period of three years.

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison Respondents must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- c) Prices are to be quoted on a delivered basis to the Blue Train Warehouse, Pretoria
- 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) **Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the first two years. Price adjustment to be submitted for the third year only [Not to be confused with bid validity period.]**
- j) The quantities as reflected in the schedule of quantities are only estimated quantities and are given to prospective Respondents as a guideline of what Transnet anticipates to use during a three year period. Transnet will not be bound in any way to purchase these quantities.
- k) Respondents are to indicate whether prices quoted would be subject to adjustment after a period of 12 months, and if so which proposed adjustment formula would be utilised Subject to adjustment after 12 months. [Not to be confused with bid validity period Section 1, clause 1]

YES/NO _____

PROPOSED ADJUSTMENT FORMULA TO BE USED _____

Respondent's Signature

Date & Company Stamp

RFQ No: ERAC NS3688 21141

Description: RFQ for pest control services at Polokwane, Modimolle, Mookgophong, Mokopane, Mokhado, Musina, Tzaneen, Bela-Bela and Pienaarsrivier for a period of three years.

1 DISCLOSURE OF PRICES TENDERED

- 1.1 Respondents must indicate below whether Transnet may disclose their tendered prices and conditions to other Respondents:

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

2 PRICE REVIEW

- 2.1 The successful Respondent(s) will be obliged to submit to an annual price review. Transnet will be benchmarking this price offering(s) against the lowest price received as per a benchmarking exercise. If the Respondent's price(s) is/are found to be higher than the benchmarked price(s), then the Respondent shall match or better such price(s) within 30 [thirty] calendar days, failing which the contract may be terminated at Transnet's discretion or the particular item(s) or service(s) purchased outside the contract.

3 SERVICE LEVELS

An experienced national account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement

- 3.1 Transnet will have quarterly reviews with the Respondent's account representative on an on-going basis.
- 3.2 Transnet reserves the right to request that any member of the Respondent's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 3.3 The Respondent guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
- a) Random checks on compliance with quality/quantity/specifications
 - b) On-time delivery

If the Respondent does not achieve this level as an average over each quarter, Transnet will receive a 1.5% [one and a half per cent] rebate on quarterly sales payable in the next quarter

- 3.4 The Respondent must provide a telephone number for customer service calls.
- 3.5 Failure of the Respondent to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Respondent of its intention to do so.

Acceptance of Service Levels:

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

4 RISK

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by a Respondent, in relation to:

Respondent's Signature

Date & Company Stamp

RFQ No: ERAC NS3688 21141

Description: RFQ for pest control services at Polokwane, Modimolle, Mookgophong, Mokopane, Mokhado, Musina, Tzaneen, Bela-Bela and Pienaarsrivier for a period of three years.

4.1 Quality and specification of Services delivered:

4.2 Continuity of supply

4.2 Compliance with the Occupational Health and Safety Act, 85 of 1993:

4.3 Compliance with the National Railway Safety Regulator Act, 16 of 2002:

5 FINANCIAL STABILITY

- 5.1 Respondents are required to submit their latest audited financial statements for the past 3 years with their proposal in order to enable Transnet to establish financial stability.

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: _____

6 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:

Respondent's Signature

Date & Company Stamp

RFQ No: ERAC NS3688 21141

Description: RFQ for pest control services at Polokwane, Modimolle, Mookgophong, Mokopane, Mkhado, Musina, Tzaneen, Bela-Bela and Pienaarsrivier for a period of three years.

[illegible]

Respondent's Signature _____

Date & Company Stamp

RFQ No: ERAC NS3688 21141

Description: RFQ for pest control services at Polokwane, Modimolle, Mookgophong, Mokopane, Mkhado, Musina, Tzaneen, Bela-Bela and Pienaarsrivier for a period of three years.

SECTION 4: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

I/We _____

[name of entity, company, close corporation or partnership] of [full address]

_____ carrying on business trading/operating as

represented by _____
in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated _____ to enter into, sign execute and complete any documents relating to this Proposal and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should Transnet decide to enter into Post Tender Negotiations with shortlisted bidder(s).

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I/We hereby offer to supply the abovementioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFQ documents.

I/We agree to be bound by those conditions in Transnet's:

- (i) Terms and Conditions of Contract - Services **OR** Master Agreement;
- (ii) General Bid Conditions – Services; and
- (iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

I/We accept that unless Transnet should otherwise decide and so inform me/us in the letter of award/intent, this Proposal [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.

Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of intent [the **Letter of Intent**], this Proposal [and, if any, its covering letter and any subsequent exchange of

Respondent's Signature

Date & Company Stamp

RFQ No: ERAC NS3688 21141

Description: RFQ for pest control services at Polokwane, Modimolle, Mookgophong, Mokopane, Mokhado, Musina, Tzaneen, Bela-Bela and Pienaarsrivier for a period of three years.

correspondence] together with Transnet's Letter of Intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Services within 4 [four] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

I/We accept that any contract resulting from this offer will be for a period of only.

Furthermore, I/we agree to a penalty clause/s to be negotiated with Transnet, which will allow Transnet to invoke a penalty against us for non-compliance with material terms of this RFQ including the delayed delivery of the Services due to non-performance by ourselves, failure to meet B-BBEE Improvement Plan commitments. A penalty of up to 100% of the outstanding portion of the Respondent Development commitment will be applied and Transnet reserves the right to set this off against any payment due to the Respondent. In addition, I/we agree that non-compliance with any of the material terms of this RFQ, including those mentioned above, will constitute a material breach of contract and provide Transnet with cause for cancellation.

ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFQ. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity:

Facsimile No: _____

Physical Registered Address: _____

Telephone No/ Cell No. _____

E-mail address Print please); _____

NOTIFICATION OF AWARD OF RFQ

As soon as possible after approval to award the contract(s), the successful Respondent [the Respondent] will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of the name of the successful Respondent and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

Respondent's Signature

Date & Company Stamp

RFQ No: ERAC NS3688 21141

Description: RFQ for pest control services at Polokwane, Modimolle, Mookgophong, Mokopane, Mokhado, Musina, Tzaneen, Bela-Bela and Pienaarsrivier for a period of three years.

VALIDITY PERIOD

Transnet requires a validity period up to 90 [ninety] business day [from closing date] against the RFQ.

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [C.C.] on whose behalf the RFQ is submitted.

- (i) Registration number of company / C.C. _____
- (ii) Registered name of company / C.C. _____
- (iii) Full name(s) of director/member(s) Address/Addresses ID Number(s)

RETURNABLE DOCUMENTS

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent.

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

a) Mandatory Returnable Documents

Failure to provide all Mandatory Returnable Documents at the closing date and time of this tender will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these documents are returned with their Proposals.

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

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 3: Pricing and Delivery Schedule	
SECTION 10: A fully completed clause by clause statement of compliance to the technical specification	
Pest Control Operator Certificate in Structural Pest control (Commercial and domestic)(minimum of 3 pest control operator certificates)	

b) Essential Returnable Documents

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

Failure to provide all essential Returnable Documents may result in a Respondent's disqualification at Transnet's sole discretion. Respondents are therefore urged to ensure that all these documents are returned with their Proposals.

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

Respondent's Signature

Date & Company Stamp

RFQ No: ERAC NS3688 21141

Description: RFQ for pest control services at Polokwane, Modimolle, Mookgophong, Mokopane, Mokhado, Musina, Tzaneen, Bela-Bela and Pienaarsrivier for a period of three years.

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
SECTION 4 : Proposal Form and List of Returnable documents	
- Valid and original, or a certified copy, of your entity's B-BBEE Accreditation Certification as per the requirements stipulated in the B-BBEE Claims Form Section 7. 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	
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
- Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
- Original and valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
- A Valid letter of Good Standing issued by the Department of Labour	
SECTION 5: RFQ Declaration and Breach of Law Form	
SECTION 7: B-BBEE Preference Claim Form	

c) Additional Documents

In addition to the requirements of paragraphs (a) and b) above, Respondents are further requested to submit with their Proposals the following **additional documents** as detailed below. Please confirm submission of these additional documents by so indicating [Yes or No] in the table below:

ADDITIONAL DOCUMENTS	SUBMITTED [Yes or No]
ANNEXURE A: B-BBEE Improvement Plan	
Submission of material safety data sheets (MSDS).	
Risk, Health and Safety Plan	
Quality Control Plan (Pest control plan)	

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 Bidder 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.

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, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and Transnet SOC Ltd will recognise no claim for relief based on an

Respondent's Signature_____
Date & Company Stamp

RFQ No: ERAC NS3688 21141

Description: RFQ for pest control services at Polokwane, Modimolle, Mookgophong, Mokopane, Mokhado, Musina, Tzaneen, Bela-Bela and Pienaarsrivier for a period of three years.

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.

Respondents furthermore agree that Transnet SOC Ltd shall recognise no claim from them for relief based on an allegation that they have overlooked any RFQ/contract condition or failed to take it into account for the purpose of calculating their offered prices or otherwise.

Respondents accept that an obligation rests on them to clarify any uncertainties regarding any bid which they intend to respond on, 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 Respondent understands that his/her Bid will be disqualified if the 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.

- 1 Specifications and pictures 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 Services to Transnet;
 - 2.3 Respondent Integrity Pact;
 - 2.4 E4B – minimum communal health requirements
 - 2.5 E4E – Safety Arrangements and Procedural Compliance (Act 85 Of 1993) and applicable Regulations
 - 2.6 Non-disclosure Agreement; and
 - 2.7 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).

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

RFQ No: ERAC NS3688 21141

Description: RFQ for pest control services at Polokwane, Modimolle, Mookgophong, Mokopane, Mokhado, Musina, Tzaneen, Bela-Bela and Pienaarsrivier for a period of three years.

SECTION 5: 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 Proposal [RFQ];
3. we have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Services 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 Respondents 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:

Respondent's Signature

Date & Company Stamp

RFQ No: ERAC NS3688 21141

Description: RFQ for pest control services at Polokwane, Modimolle, Mookgophong, Mokopane, Mokhado, Musina, Tzaneen, Bela-Bela and Pienaarsrivier for a period of three years.

[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.
10. We accept that any dispute pertaining to this Bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought.
11. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

BREACH OF LAW

12. We further hereby certify that *I/we* (the bidding entity and/or any of its directors, members or partners) **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

Respondent's Signature

Date & Company Stamp

RFQ No: ERAC NS3688 21141

Description: RFQ for pest control services at Polokwane, Modimolle, Mookgophong, Mokopane, Mkhado, Musina, Tzaneen, Bela-Bela and Pienaarsrivier for a period of three years.

SECTION 6: RFQ CLARIFICATION REQUEST FORM

RFQ No: ERAC NS3688 21141

RFQ deadline for questions / RFQ Clarifications: **Before 12:00 3 days prior to closing date**

TO: Transnet SOC Ltd

ATTENTION: Nico Swart

EMAIL: nico.swart3@transnet.net

DATE: _____

FROM: _____

ATTENTION: Nico Swart

EMAIL nico.swart3@transnet.net

DATE: _____

FROM: _____

RFQ Clarification No [to be inserted by Transnet]

.....

REQUEST FOR RFQ CLARIFICATION

PREVIEW COPY

Respondent's Signature

Date & Company Stamp

SECTION 7: 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 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 "**consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "**contract**" means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 "**EME**" means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.10 "**firm price**" means the price that is only subject to adjustments in accordance with the actual increase

Respondent's Signature

Date & Company Stamp

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 Respondent 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 Respondent's assigning or leasing or making out work to, or employing another person to support such primary Respondent in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

Respondent's Signature

Date & Company Stamp

RFQ No: ERAC NS3688 21141

Description: RFQ for pest control services at Polokwane, Modimolle, Mookgophong, Mokopane, Makhado, Musina, Tzaneen, Bela-Bela and Pienaarsrivier for a period of three years.

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

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

B-BBEE Status Level of Contributor	Number of Points [Maximum 10]
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4.2 Respondents who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Respondents who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Respondents other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Respondents who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an

Respondent's Signature

Date & Company Stamp

RFQ No: ERAC NS3688 21141

Description: RFQ for pest control services at Polokwane, Modimolle, Mookgophong, Mokopane, Mkhado, Musina, Tzaneen, Bela-Bela and Pienaarsrivier for a period of three years.

Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

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

5. B-BBEE STATUS AND SUBCONTRACTING

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

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

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

5.2 Subcontracting:

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

If YES, indicate:

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

Respondent's Signature

Date & Company Stamp

RFQ No: ERAC NS3688 21141

Description: RFQ for pest control services at Polokwane, Modimolle, Mookgophong, Mokopane, Makhado, Musina, Tzaneen, Bela-Bela and Pienaarsrivier for a period of three years.

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

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]

☐ Partnership/Joint Venture/Consortium

☐ One person business/sole propriety

☐ Close Corporations

☐ Company (Pty) Ltd

- (v) Describe Principal Business Activities

.....
.....
.....

- (vi) Company Classification [TICK APPLICABLE BOX]

☐ Manufacturer

☐ Respondent

☐ Professional Respondent

☐ Other Respondents, e.g. Transporter, etc.

- (vii) Total number of years the company/firm has been in business.....

6 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 Respondent 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 Respondent, its shareholders and directors, and/or associated entities, or

Respondent's Signature

Date & Company Stamp

RFQ No: ERAC NS3688 21141

Description: RFQ for pest control services at Polokwane, Modimolle, Mookgophong, Mokopane, Mokhado, Musina, Tzaneen, Bela-Bela and Pienaarsrivier for a period of three years.

only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or

- (e) forward the matter for criminal prosecution.

WITNESSES:

1.

2.

SIGNATURE OF BIDDER

DATE:

COMPANY NAME:

ADDRESS:

PREVIEW COPY

Respondent's Signature

Date & Company Stamp

RFQ No: ERAC NS3688 21141

Description: RFQ for pest control services at Polokwane, Modimolle, Mookgophong, Mokopane, Makhado, Musina, Tzaneen, Bela-Bela and Pienaarsrivier for a period of three years.

SECTION 8: ATTENDANCE CERTIFICATE FOR BRIEFING SESSION

It is hereby certified that:-

1. _____

2. _____

Representative(s) of _____ [name of entity]
attended the compulsory RFQ briefing session in respect of the proposed Services to be rendered in terms of
this RFQ on _____ 20_____

Transnet Representative

Respondent's Representative

Date: _____

Date: _____

E-mail address: _____

Respondent's Signature

Date & Company Stamp

RFQ No: ERAC NS3688 21141

Description: RFQ for pest control services at Polokwane, Modimolle, Mookgophong, Mokopane, Mokhado, Musina, Tzaneen, Bela-Bela and Pienaarsrivier for a period of three years.

SECTION 9: B-BBEE IMPROVEMENT PLAN

Transnet encourages its Respondents to constantly strive to improve their B-BBEE rating and requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate whether they will maintain or improve their BBBEE status over the contract period.

Additional contractual requirements

Should a contract be awarded through this RFQ process, the successful Respondent(s) may be contractually committed, *inter alia*, to the following conditions:

- a) The original B-BBEE Improvement Plan may require certain additions or updates in order to ensure that Transnet is satisfied that developmental objectives will be met.
- b) The Respondent will need to ensure that the relevant mechanisms and procedures are in place to allow Transnet access to information to measure and verify the Respondent's compliance with its stated B-BBEE Improvement commitments.
- c) The Respondent will be required to provide:
 - (i) quarterly status reports for Transnet; and
 - (ii) a final B-BBEE Improvement Plan report, to be submitted to Transnet prior to the expiry date of the contract, detailing delivery, implementation and completion of all B-BBEE Improvement components.
- d) All information provided by the Respondent in order to measure its progress against its stated targets will be auditable.

Respondents are requested to submit their B-BBEE Improvement Plan as an **additional document** with their Proposals by completion of **Annexure A** appended hereto. [Refer Annexure A for further instructions]

Respondent's Signature

Date & Company Stamp

RFQ No: ERAC NS3688 21141

Description: RFQ for pest control services at Polokwane, Modimolle, Mookgophong, Mokopane, Mkhado, Musina, Tzaneen, Bela-Bela and Pienaarsrivier for a period of three years.

SECTION 10: CLAUSE BY CLAUSE COMPLIANCE TO SCOPE REQUIREMENTS

Respondents are required to complete the table below which is referenced to the Scope of Requirements (Page 9 – 13). Please write **yes/comply** for compliance to specification in full in the second column, or if you do not comply write **no/do not comply** in the third column and the forth column give **comment/reasons for non-compliance** to non-compliance to clause by clause compliance to Scope of Requirements. Should you failed to complete the above-mentioned clause by clause statement of compliance as stated above, **your tender may be rejected**

Clause No	Write in full Yes/comply. Symbols (✓ X) not allowed (Positive compliance)	Write in full No/ do not comply. Symbols (✓ X) not allowed (Negative compliance)	Reasons / Comments for non-compliance to technical Specification
Section 2			
1			
1.1			
1.2			
1.3			
1.4			
2			
2.1			
2.2			
2.3			
2.4			
2.5			
2.6			
2.7			
2.8			
2.9			
2.10			
2.11			
2.12			
2.13			
3			

Respondent's Signature

Date & Company Stamp

RFQ No: ERAC NS3688 21141

Description: RFQ for pest control services at Polokwane, Modimolle, Mookgophong, Mokopane, Mkhado, Musina, Tzaneen, Bela-Bela and Pienaarsrivier for a period of three years.

4			
5			
6			

PREVIEW COPY

Respondent's Signature

Date & Company Stamp



NON DISCLOSURE AGREEMENT - SERVICES

[January 2014]

PREVIEW COPY

Respondent Signature

Date & company stamp

THIS AGREEMENT is made between

Transnet SOC Ltd [Transnet] [Registration No. 1990/000900/30]

whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

and

the Company as indicated in the RFQ bid response hereto

WHEREAS

Transnet and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Bid Document.

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** means Transnet's Request for Information [RFI] Request for Quote [RFQ] or Request for Quotation [RFQ], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the Disclosing Party] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the Receiving Party] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - a) is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
 - b) was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or

Respondent Signature

Date & company stamp

- c) following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and

1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. **CONFIDENTIAL INFORMATION**

2.1 All Confidential Information given by one party to this Agreement [the Disclosing Party] to the other party [the Receiving Party] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.

2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.

2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:

- a) to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- b) to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3 b) above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

Respondent Signature

Date & company stamp

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- a) return all written Confidential Information [including all copies]; and
 - b) expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3 b) above.

4. ANNOUNCEMENTS

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Bid and continue thereafter for a period of 5 [five] years.

6. PRINCIPAL

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Bid and in complying with the terms of this Agreement.

7. ADEQUACY OF DAMAGES

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

8. PRIVACY AND DATA PROTECTION

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Bid and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

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9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

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ANNEXURE A: B-BBEE IMPROVEMENT PLAN

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, 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 their ownership, management control, Supplier Development, Preferential Procurement and Enterprise Development will be maintained or improved over the contract period.

Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals.

Respondents are to insert their current status (%) and future targets (%) for the B-BBEE Improvement Plan [i.e. not the % change but the end-state quantum expressed as a percentage] in the table below. This will indicate how you intend to sustain or improve your B-BBEE rating over the contract period. On agreement, this will represent a binding commitment to the successful Respondent.

Transnet reserves the right to request supporting evidence to substantiate the commitments made in the B-BBEE Improvement Plan.

OWNERSHIP INDICATOR	Required Responses	Current Status (%)	Future Target (%)
1. The percentage of the business owned by Black ¹ persons.	<i>Provide a commitment based on the extent to which ownership in the hands of Black persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
2. The percentage of your business owned by Black women.	<i>Provide a commitment based on the extent to which ownership in the hands of Black women as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
3. The percentage of the business owned by Black youth ²	<i>Provide a commitment based on the extent to which ownership in the hands of Black youth as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
4. The percentage of the business owned by Black persons living with disabilities	<i>Provide a commitment based on the extent to which ownership in the hands of Black disabled persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
5. New Entrants ³ (Early stage business)	<i>Provide a commitment based on the extent to which new entrants will be supported over the contract period.</i>		

1 "**Black**" means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003

2 "**Black youth**" means Black persons from the age of 16 to 35

3 "**New Entrants**" means an early stage business which is similar to a start-up. However, an early stage business is typically 3 years old or less.

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MANAGEMENT CONTROL INDICATOR	Required Responses	Current Status (%)	Future Targets (%)
6. The percentage of Black Board members in relation to the total number of Board members	<i>Provide a commitment based on the extent to which the number of Black Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</i>		
7. The percentage of Black female Board members in relation to the total number of Board members	<i>Provide a commitment based on the extent to which the number of Black female Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</i>		
8. Black Executives directors as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
9. Black female Executives directors as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black female executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
Other Executive Management	Required Response	Current Status (%)	Future Targets (%)
10. Black Executive Management as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
11. Black Female Executive Management as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black female executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
Senior Management	Required Response	Current Status (%)	Future Targets (%)
12. Black employees in Senior Management as a percentage of all senior management	<i>Provide the percentage of Blacks that would be appointed or retained by the Board and would be operationally involved in the day to day senior management of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of overall strategy, over the contract period.</i>		
13. Black female employees in Senior Management as a percentage of all senior management	<i>Provide the percentage of Black females that would be appointed or retained by the Board and would be operationally involved in the day to day senior management of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of overall strategy, over the contract period.</i>		

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Middle Management	Required Response	Current Status (%)	Future Targets (%)
14. Black employees in Middle Management as a percentage of all middle management	<i>Provide the percentage of Blacks that would be retained or appointed by the organisation in the middle management cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the day to day management of the organisation, over the contract period.</i>		
15. Black female employees in Middle Management as a percentage of all middle management	<i>Provide the percentage of Blacks females that would be retained or appointed by the organisation in the middle management cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the day to day management of the organisation, over the contract period.</i>		
Junior Management	Required Response	Current Status (%)	Future Targets (%)
16. Black employees in Junior management as a percentage of all junior management	<i>Provide a commitment based on the extent to which the number of Black Junior Managers as a percentage of the total junior Managers, would be sustained or increased over the contract period.</i>		
17. Black female employees in Junior management as a percentage of all junior management	<i>Provide a commitment based on the extent to which the number of Black female Junior Managers as a percentage of the total junior Managers, would be sustained or increased over the contract period.</i>		
Employees with disabilities	Required Response	Current Status (%)	Future Targets (%)
18. Black employees with disabilities as a percentage of all employees	<i>Provide a commitment based on the extent to which the percentage of Black disabled employees, in relation to the total of all employees in the organisation, would be sustained or increased over the contract period.</i>		

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PREFERENTIAL PROCUREMENT INDICATOR	Required Responses	Current Status (%)	Future Targets (%)
19. B-BBEE procurement spend from all Empowering Suppliers ⁴ based on the B-BBEE procurement recognition level as a percentage of total measured procurement spend	<i>Provide a commitment based on the extent to which B-BBEE spend from all Empowering Suppliers would be sustained or increased over the contract period.</i>		
20. 20 B-BBEE procurement spend from all Empowering Suppliers QSEs based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which B-BBEE spend from Empowering Supplier QSEs would be sustained or increased over the contract period</i>		
21. B-BBEE procurement spend from Exempted Micro- Enterprise based on the applicable B-BBEE procurement recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which B-BBEE spend from EMEs would be sustained or increased over the contract period</i>		
22. B-BBEE procurement spend from Empowering Suppliers that are at least 51% black owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 51% Black-owned would be maintained or increased over the contract period.</i>		
23. B-BBEE procurement spend from Empowering Suppliers that are at least 30% black women owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 30% Black women-owned would be maintained or increased over the contract period.</i>		

⁴ **"Empowering Suppliers"** means a B-BBEE compliant entity, which should meet at least three of the following criteria if it is a Large Enterprise or one if it is a QSE:

(a) At least 25% of cost of sales excluding labour cost and depreciation must be procured from local producers or local supplier in SA, for service industry labour cost are included but capped to 15%.

(b) Job creation - 50% of jobs created are for Black people provided that the number of Black employees since the immediate prior verified B-BBEE Measurement is maintained.

(c) At least 25% transformation of raw material/beneficiation which include local manufacturing, production and/or assembly, and/or packaging.

(d) Skills transfer - at least spend 12 days per annum of productivity deployed in assisting Black EMEs and QSEs beneficiaries to increase their operation or financial capacity.

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24. B-BBEE Procurement Spent from Designated Group ⁵ Suppliers that are at least 51% Black owned	<i>Provide a commitment based on the extent to which spend from suppliers from Designated Group Suppliers that are at least 51% Black owned would be maintained or increased over the contract period.</i>		
SUPPLIER DEVELOPMENT INDICATOR	Required Response	Current Status (%)	Future Target (%)
25. Annual value of all Supplier Development ⁶ Contributions made by the Measured entity as a percentage of the target	<i>Provide a commitment based on the percentage in your organisation's annual spend on Supplier Development initiatives, will be maintained or improved over the contract period.</i>		
ENTERPRISE DEVELOPMENT INDICATOR	Required Response	Current Status (%)	Future Target (%)
26. The organisation's annual spend on Enterprise Development ⁷ as a percentage of Net Profit after Tax [NPAT]	<i>Provide a commitment based on the retention or increase in your organisation's annual spend on Enterprise Development initiatives, as a percentage of its Net Profit after Tax, over the contract period.</i>		

⁵ "Designated Groups" means:

- a) unemployed black people not attending and required by law to attend an educational institution and not awaiting admission to an educational institution;
- b) black people who are youth as defined in the National Youth Commission Act of 1996;
- c) black people who are persons with disabilities as defined in the Codes of Good Practice on employment of people with disabilities issued under the Employment Equity Act;
- d) black people living in rural and under developed areas; and
- e) black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.

⁶ "Supplier Development" means monetary or non-monetary contributions carried out for the benefit of value-adding suppliers to the Measured Entity, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:

- (a) Supplier Development Contributions to suppliers that are Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% black owned or at least 51% black women owned.

Supplier Development within the contest of the B-BBEE scorecard must be differentiated from Transnet's Supplier Development Initiatives. Whereas the former relates to the definition above, the latter relates to improving the socio-economic environment through initiatives that are committed to as part of a contract award that contribute to the development of a competitive supplier base in relation to a particular industry.

⁷ "Enterprise Development" means monetary and non-monetary contributions carried out for the following beneficiaries, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:

- (a) Enterprise Development Contributions to Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% Black owned or at least 51% Black women owned;

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