



TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No ERACSG520-20100

FOR THE PROVISION OF: THE RENDERING OF HYGIENE SERVICES REQUIRED AT VRYHEID; VRYHEID EAST AND ULUNDI FOR A PERIOD OF TWO YEARS

FOR DELIVERY TO : AREAS AS INDICATED IN TENDER DOCUMENT

ISSUE DATE : 24 November 2015 TO 02 December 2015

CLOSING DATE : 15 December 2015

CLOSING TIME : 10:00

COMPULSORY BRIEFING SESSION

DATE : 03 December 2015

TIME : 10H00

VENUE : BOARDROOM 252, MALAHLE HOUSE, NO. 4
KIEWIET STREET, EMPANGENI

COLLECTION OF TENDER DOCUMENTS : TRANSNET FREIGHT RAIL
RECEPTION, TENDER OFFICE
GROUND FLOOR
MALAHLE HOUSE
NO. 4 KIEWIET STREET
EMPANGENI

CONTACT PERSONS : YOGESHNIE GENGAN
035 906 7345

FUTHI SEFEHLE
035 906 7195

RFQ for the Provision of services: The rendering of Hygiene Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

**Section 1
NOTICE TO BIDDERS**

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

METHOD: Tender box, delivery by hand and dispatch by courier

CLOSING VENUE: The Secretary
Transnet Freight Rail Acquisition Council
Ground Floor
Inyanda House 1
21 Wellington Road
Parktown

1 Responses to RFQ

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

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

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

The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) ; and therefore the **90/10** system shall be applicable.

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

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

Respondent's Signature

Date & Company Stamp

RFQ for the Provision of services: The rendering of Hygiene Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document**3 Communication**

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

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

Name: Sophie Goldstone Email: Sophie.Goldstone@transnet.net

Telephone: 035 9067662

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

Telephone 011 544 9486 Email: prudence.nkabinde@transnet.net

4 Legal Compliance

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

5 Changes to Quotations

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

6 Pricing

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

7 Price Subject to Confirmation

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

8 Binding Offer

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

9 Disclaimers

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

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;

Respondent's Signature

Date & Company Stamp



RFQ for the Provision of services: The rendering of Hygiene Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

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

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

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

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

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

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

TIP-OFFS ANONYMOUS : 0800 003 056

Respondent's Signature

Date & Company Stamp



RFQ for the Provision of services: The rendering of Hygiene Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

RFQ FOR THE PROVISION OF SERVICES: THE RENDERING OF HYGIENE SERVICES REQUIRED AT VRYHEID; VRYHEID EAST AND ULUNDI AREAS FOR A PERIOD OF TWO YEARS

CLOSING VENUE: THE SECRETARY
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
GROUND FLOOR
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN

CLOSING DATE & TIME: 15 DECEMBER 2015 AT 10:00

VALIDITY PERIOD: 90 (ninety) Business Days

SECTION 2

EVALUATION CRITERIA AND RETURNABLE DOCUMENTS

10. EVALUATION CRITERIA TRANSNET WILL UTILISE THE FOLLOWING CRITERIA [NOT NECESSARILY IN THIS ORDER] IN CHOOSING A SUPPLIER/SERVICE PROVIDER, IF SO REQUIRED:

Criterion/Criteria	Explanation
Administrative responsiveness	Completeness of response and returnable documents
Substantive responsiveness	<p>Qualification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.</p> <ul style="list-style-type: none"> - Transnet require the supplier providing the service to comply with ISO 14001 and the National Environmental Management Waste Act (59 of 2008) and to dump all hazardous waste at a registered/licensed dump site, certificate to be provided.
Functionality Threshold	<p>As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as a threshold with a prescribed percentage threshold of 80%.</p> <p>Legislation Requirements, Clause by Clause Compliance, Health, Risk and Safety Plans (as per risk assessment) will be considered as part of the technical evaluation [Refer to Annexure B for Technical Questionnaire]</p>

Respondent's Signature

Date & Company Stamp



RFQ for the Provision of services: The rendering of Hygiene Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

Final weighted evaluation based on 90/10 preference point	<ul style="list-style-type: none"> • Pricing and price basis [firm] • B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.
--	---

11 Validity Period

Transnet desires a validity period of **90 [ninety] Business Days** from the closing date of this RFQ.

This RFQ is valid until _____.

12 Disclosure of Prices Quoted

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

YES NO

13 Returnable Documents

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

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

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

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

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

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 3 : Quotation Form	
Annexure B: Technical Submission	
Legislation Requirements	
Clause by clause compliance	

Respondent's Signature

Date & Company Stamp

RFQ for the Provision of services: The rendering of Hygiene Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

Mandatory Returnable Documents	Submitted [Yes or No]
Health, Risk and Safety Plans (as per risk assessment)	
SECTION 5: Certificate of attendance of RFQ briefing	
Transnet require the supplier providing the service to comply with ISO 14001 and the National Environmental Management Waste Act (59 of 2008) and to dump all hazardous waste at a registered/licensed dump site, certificate to be provided.	

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

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

Essential Returnable Documents	Submitted [Yes or No]
SECTION 1 :Notice to bidders	
SECTION 2 : Evaluation criteria and list of returnable documents	
SECTION 4 : RFQ Declaration and Breach of Law Form	
- Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE A - B-BBEE Preference Points Claim Form	
ANNEXURE C - Scope of Requirements	
ANNEXURE D - General Bid Conditions - Services	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

Respondent's Signature

Date & Company Stamp

RFQ for the Provision of services: The rendering of Hygiene Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

SECTION 3

QUOTATION FORM

I/We _____

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

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

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

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

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

Respondent's Signature

Date & Company Stamp

RFQ for the Provision of services: The rendering of Hygiene Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

Item No	Station	Description	Address	Inventory Number	CLIENT	M ²	No of male toilets	No of urinals	No of female Toilets	Auto Flushes	Air fresheners	Hand paper towel rolls	Foam soap dispensers	Shower bins	Showers	Kitchen	Basin	Seat spray	Year 1 Unit Price	Year 2 Unit Price	TOTAL 2 YEARS
3	Ulundi	Offices + Toilets	Ulundi Station	02BF105A	Infra	473.9	1	0	2	0	3	2	2	3	2	3	3				
4	Ulundi	Mess And Ablution Facilities	Ulundi Station	02BF107	Infra	187.3	3	0	1	0	2	2	2	1	3	2	4	4			
5	Ulundi	Mess And Ablution Facilities	Ulundi Station	02BF108	Infra	187.3	1	1	1	1	1	1	2	1	1	1	2	1			
6	Ulundi	Mess And Ablution Facilities	Ulundi Station	02BF109	Infra	187.3	4	1	0	0	2	1	5	0	7	0	5	4			
7	Ulundi	Offices + Toilets	Ulundi Station	02BF111A	Infra	257.6	2	1	0	1	1	1	2	0	1	1	3	2			
8	Ulundi	Offices + Toilets	Ulundi Station	02BF112	Infra	105.8	1	2	1	1	2	2	2	1	3	1	3	2			

Respondent's Signature

Date & Company Stamp

RFQ for the Provision of services: The rendering of Hygiene Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

9	Vryheid	Office	Vryheid East	02AF090A	OPS	826.00	3	3	2	3	3	2	4	2	1	2	6	5		
10	Vryheid	Drawing Office	Vryheid East	02AF092A	OPS	67.00	2	1	1	1	1	1	1	1	1	1	1	3		
11	Vryheid	Mess And Ablution Facilities		02AF103A	Infra	168.00	2	2	1		3	2	2	1	9	1	5	3		
12	Vryheid	Mark Street	227 Mark Street	02AF104A	Infra	1484.06	4	3	2	3	4	3	5	2	1	2	9	6		
13	Vryheid			02AF109A	Infra	16.50	3	1	2		5	2	1	2			5	5		
14	Vryheid	Toilets(Trans tel) Lot 704	Tippet Dr Ext	02AF110A	Infra	32.00	3	1	1	1	4	3	2	1	2	1	5	4		
15	Vryheid	Police Station	3EG Jansen Street	02BG001A	Security	138.00					1	1	2	1		1	1	1		
16	Vryheid	Office - HR	Jan Moolman Street	02MF007A	HR	90.00	2		2		2	2	2	2		2	4	4		
17	Vryheid	Signal Cabin Vryheid	Tippet Dr Ext	02YG001A	Infra	41.00			1		1	1	2	1		1	1	1		
18	Vryheid	Office	Vryheid	02AF093	RME Signals	186.7			1		1	1	1	1			1	1		

PREVIEW COPY ONLY

Respondent's Signature

Date & Company Stamp

RFQ for the Provision of services: The rendering of Hygiene Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

19	Vryheid OOS	CTC	Vryheid East	02AF003A	OPS	800.00	1	1	1	2	2	2	1	1	1	3	2			
20	Vryheid OOS	Vryheid East Face brick Control Km2/3a	Vryheid East	02AF016A	OPS	144.00	1	1	2	1	1	1	5	2	1	1	4	3		
21	Vryheid OOS	Mess And Ablution Facilities	Vryheid East	02AF030A	OPS	93.9	2	1	2	1	2	1	1	2	2	1	5	4		
22	Vryheid OOS	Loco Depot	Vryheid East	02AF032A	OPS	561.90	3	4	6	4	2	2	3	6	2	2	13	9		
23	Vryheid OOS	Mess And Ablution Facilities	Vryheid East	02AF036A	Infra	163.90			1		1	1	2	1	1	1	1	1		
24	Vryheid OOS	Vryheid East Face brick Control Km2r/A1	Vryheid East	02AF044A	OPS	62.00			1		1	1	1	1	1	1	1	1		
25	Vryheid OOS	Vryheid East Mess & Ablutions Km/A2	Vryheid East	02AF046A	OPS	165.00	2	2	1	2	3	2	5	1	7	1	5	3		
26	Vryheid OOS	Vryheid East Face brick & Zinc Offices	Vryheid East	02AF051A	OPS	174.00	1	1	1		1	1	1	1	1	1	3	2		

PREVIEW COPY ONLY

Respondent's Signature

Date & Company Stamp

RFQ for the Provision of services: The rendering of Hygiene Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

27	Vryheid OOS	Mess And Ablution Facilities	Vryheid East	02AF052	OPS	81.2			1	1	1	1	1	1	1	1			
28	Vryheid OOS	Vryheid East Face brick Control Room Km4r	Vryheid East	02AF053A	OPS	61.00	1	1	1	1	1	1	1	1	1	1			
29	Vryheid OOS	Control Cabin	Vryheid East	02AF054A	OPS	60.90	1	1	1	1	1	1	1	2	1	2	1		
30	Vryheid OOS	Control Cabin	Vryheid East	02AF055A	OPS	165.90	2	3	3	2	2	3	3	4	1	8	5		
31	Vryheid OOS	Vryheid East Face brick Restrooms Km4/15d	Vryheid East	02AF062A	OPS	92.00			1	2	2	2	1		1	2	2		
32	Vryheid OOS	Offices + Toilets	Vryheid East	02AF067A	Infra	208.60		1	2	2	1	3	2	3		3	2		
33	Vryheid OOS	Offices + Toilets	Vryheid East	02AF068A	Infra	208.60	4	3	3	3	3	2	3	3	8	1	10	7	

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

RFQ for the Provision of services: The rendering of Hygiene Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

34	Vryheid OOS	Training	Vryheid East	02AF074A	Infra	208.00	1	1	1	1	1	1	1	1	1	1			
35	Vryheid OOS	Mess And Ablution Facilities -	Vryheid East	02AF075A	Infra	174.60	3	3	1	3	2	2	6	1	7	1	7	4	
36	Vryheid OOS	Vryheid East Brick & Zinc Store	Vryheid East	02AF078A	SCS	128.00			1	1	1	1	1	2		1	1		
37	Vryheid OOS	Vryheid East Brick & Zinc Store & Toilet	Vryheid East	02AF079A	SCS	69.00	1	1		1	1	1	1		1	2	1		
38	Vryheid OOS	Vryheid East Brick & Zinc Office Sen. Op	Vryheid East	02AF082A	Infra	93.00			1		1	1	1	1		1	1	1	
39	Vryheid OOS	Vryheid East Brick & Zinc Mess & Ablution	Vryheid East	02AF084A	Infra	357.00	7		1		3	3	7	1	14	2	8	8	
40	Vryheid OOS	Offices + Toilets	Vryheid East	02AF095A	RME	15.20													

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

RFQ for the Provision of services: The rendering of Hygiene Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

41	Vryheid OOS	Offices + Toilets	Vryheid East	02AF098A	RME	15.20														
42	Vryheid OOS	Offices	Vryheid East	02MF004A	Infra	336.50			1	1	1	1	1	1	1	1				
43	Vryheid OOS	Vryheid East Brick & Zinc Office	Vryheid East	02WF001A	OPS	731.00	3	3	3	3	5	2	4	3	4	2	9	6		
44	Vryheid OOS	Mess And Ablution Facilities	Vryheid East	02XF003A	Infra	330.00	1	1	1	1	2	2	2	2	1	1	2	7		
TOTAL																				

PREVIEW COPY ONLY!!!

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

Notes to Pricing:

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

To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.

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

Respondent's Signature

Date & Company Stamp



RFQ for the Provision of services: The rendering of Hygiene Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years
Returnable Document

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

1. The following documents all of which are available on Transnet’s website or upon request:
 - 1.1. General Bid Conditions;
 - 1.2. Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
 - 1.3. Supplier Integrity Pact; s
 - 1.4. Non-disclosure Agreement; and
 - 1.5. Vendor Application Form and all supporting documents (first time vendors only)

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

Transnet Operating Division	Unique Vendor Number	Yes / No
Transnet Freight Rail		

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent’s Signature

Date & Company Stamp

**SECTION 4****RFQ DECLARATION AND BREACH OF LAW FORM**

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [RFQ];
3. we have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
6. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
7. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet Group.
8. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

FULL NAME OF OWNER/MEMBER/DIRECTOR/
PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

Respondent's Signature

Date & Company Stamp



RFQ for the Provision of services: The rendering of Hygiene Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet]

9. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

BREACH OF LAW

10. We further hereby certify that I/we **have/have not been** [date, 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 for the Provision of services: The rendering of Hygiene Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

SECTION 5

CERTIFICATE OF ATTENDANCE OF RFQ BRIEFING

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ [name of entity]

attended the RFQ briefing in respect of the proposed Services to be rendered in terms of this RFQ on

_____ 20__

"PREVIEW COPY ONLY"

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

Respondent's Signature

Date & Company Stamp



RFQ for the Provision of services: The rendering of Hygiene Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

**RFQ FOR THE PROVISION OF SERVICES
THE RENDERING OF HYGIENE SERVICES REQUIRED AT VRYHEID; VRYHEID EAST AND ULUNDI AREAS
FOR A PERIOD OF TWO YEARS**

ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM

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

1. INTRODUCTION

- 1.1 A total of **10** preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2. GENERAL DEFINITIONS

- 2.1 "**all applicable taxes**" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "**B-BBEE status of contributor**" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "**Bid**" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;

Respondent's Signature

Date & Company Stamp



RFQ for the Provision of services: The rendering of Hygiene Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

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

Respondent's Signature

Date & Company Stamp

order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

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

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

B-BBEE Status Level of Contributor	Number of Points [Maximum 10]
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October

Respondent's Signature

Date & Company Stamp



RFQ for the Provision of services: The rendering of Hygiene Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

- 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability

Respondent's Signature

Date & Company Stamp



Returnable Document

to execute the subcontract.

4.12 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

4.13 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

5. B-BBEE STATUS AND SUBCONTRACTING

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

B-BBEE Status Level of Contributor _____ [maximum of 10 points]

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

5.2 **Subcontracting:**

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

If YES, indicate:

- (i) What percentage of the contract will be subcontracted?.....%
- (ii) The name of the subcontractor
- (iii) The B-BBEE status level of the subcontractor
- (iv) Is the subcontractor an EME? YES/NO

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]
 - Partnership/Joint Venture/Consortium
 - One person business/sole propriety
 - Close Corporations

Respondent's Signature

Date & Company Stamp



RFQ for the Provision of services: The rendering of Hygiene Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

Company (Pty) Ltd

(v) Describe Principal Business Activities

.....

(vi) Company Classification [TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional Service Provider
- Other Service Providers, e.g. Transporter, etc.

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

BID DECLARATION

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

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
 - (e) forward the matter for criminal prosecution.

"PREVIEW COPY ONLY"

 Respondent's Signature

 Date & Company Stamp



RFQ for the Provision of services: The rendering of Hygiene Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

WITNESSES:

- 1.
- 2.

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME:

ADDRESS:.....

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp



RFQ for the Provision of services: The rendering of Hygiene Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

Annexure B

Technical Criteria

TECHNICAL SCORING SCALE

Quality criteria	Sub-criteria
Health, Risk and Safety plan	Health, risk and Safety plan with certification for licenced dump site
Clause by Clause compliance	Confirming compliance with scope of work given
Legislation requirements	Confirmation of compliance with all Legislation requirements

TECHNICAL QUESTIONNAIRE

No 1	Item	Yes Tick (Submit Plan)	No Tick
Health Safety plan	• SHE Management Structure		
	• SHE Organisation		
	Risk Assessment/Management		
	• Education and Training of Staff		
	• Emergency Planning – Evacuation plan on site		
	• Health and Safety Communications		
	• Safe Working Procedures and Methods		
	• Personal Protective Equipment and Clothing requirements for staff on site		

Respondent's Signature

Date & Company Stamp



RFQ for the Provision of services: The rendering of Hygiene Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years
Returnable Document

No 2	Item	Yes Tick (Submit Proof)	No Tick
Clause by Clause compliance	Confirming compliance with scope of work given		

CLAUSE BY CLAUSE COMPLIANCE SCHEDULE.

HYGIENE AND SANITATION SERVICES

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

Noted is to be applied against statements and either of the other responses for all other clauses. Where either "Partial Compliance" is inserted, remarks as to the reason for the deviation from the requirement is required.

Clause	Compliance response	Explanation / Deviation / Reason
1.1		
1.2		
1.3		
1.4		
1.5		
1.6		
1.7		
1.8		
1.9		
1.10		
1.11		
1.12		
1.13		
1.14		
1.15		
1.16		

Respondent's Signature

Date & Company Stamp



RFQ for the Provision of services: The rendering of Hygiene Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

1.17			
1.18			
1.19			
No 3	Item	Yes Tick (Submit Plan)	No Tick
Legislative Requirements	Registration with OHSA (Occupation health and Safety Act)		
	All chemicals used to be SABS (South African Bureau of Standards) compliant		
	Copy of MSDS (Material Safety Data sheet)		
	Valid Letter of Good Standing		

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

**ANNEXURE C****SCOPE OF REQUIREMENTS****1. SCOPE OF REQUIREMENTS****1.1 SCOPE OF WORK**

1.1.1 This agreement covers the supply, installation and maintenance of all sanitizer units, the deep cleaning and sanitizing of toilet and shower facilities at various places under the jurisdiction of Real Estate Management for a period of twenty four (24) months, as decided by Transnet

These units are to be maintained on a regular basis.

1.1.2 The essence of the agreement is that Transnet Freight Rail requires that the services that are to be rendered, ensure clean and hygiene rest rooms.

1.1.3 The way and means by which the above mentioned results are obtained are the responsibility of the Service Provider. Transnet, however, shall have the right to monitor the materials and activities of the Service Provider to ascertain that all procedures are in accordance with the Agreement.

1.1.4 The Service Provider must obtain his own information regarding the extend of the service to be rendered and determine the best method of achieving the results and must be clearly stated in a accompanied letter.

1.2 SUFFICIENCY OF RFQ

The agreement will only be awarded to a tenderer who has a proven record of wide experience in the sanitation services rendering.

1.3 SITE MEETINGS

A RFQ briefing information certificate (section 14) that will be signed by the Transnet Freight Rail representative at the compulsory briefing session, must be submitted with the RFQ and the submission the form will be seemed to indicate the Service Provider acquaintance with the vicinities requiring the service.

1.4 SHEDULE OF QUANTITIES AND PRICES

1.4.1 The Service Provider shall submit with the RFQ a complete and detailed price schedule for all works to be performed as indicated on the "Schedule of Quantities and Prices"

1.4.2 Service Providers shall submit with the RFQ document full details of how Transnet depots will be serviced.

 Respondent's Signature

 Date & Company Stamp



RFQ for the Provision of services: The rendering of Hygiene Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

1.5 STANDARD OF WORKMENSHIP

- 1.5.1 The essence of the agreement is that Transnet requires clean and hygienic toilets and shower facilities.
- 1.5.2 For this agreement, the Service Provider shall timeously familiarize himself/herself with the existing conditions of the sites and ensure that his/her RFQ prices include all work necessary to achieve the required service.

1.6 PROGRAMME OF WORK

- 1.6.1 The Service Provider is to supply and install all sanitizer units, auto flushes on urinals, pee- mats and automatic air-freshener units, ensure the removal of all bacteria and uric acid encrustation from all areas toilet bowls and urinals. **Monthly**

Within 2 weeks of notification of being awarded the contract. These units shall be installed in all places as per the schedule list or indicated by the Manager or his deputy, preferably where previous items were installed.

- 1.6.2 The Service Provider is to do a sanitizer and automatic air-freshener service and check auto flushes on a **monthly basis** for the whole of the agreement period. Every enclosed area with toilets must have a wall mounted automated air sanitizers / fresheners and services in accordance with the lifespan of each air freshener. The Service Provider shall ensure that the units are fully functional on a permanent basis.
- 1.6.3 The Service Provider is to perform a deep cleaning service treatment **monthly** (deep clean) of all toilets, ablutions and showers. Eradication of all scale deposits and algae reaching and cleaning those often neglected places in urinals, shower drains, toilet pans and rims, tiles, cleaning of kitchen drains and hand basins as well as odour prevention.
- 1.6.4 Disinfect surfaces including walls, mirrors floors and doors **monthly** and remove deposits from soiled water pipes.
- 1.6.5 Sanitary disposal service (SHE Bins) to take place on a **bi-weekly basis** on assets as indicated in the price schedule. The Service Provider to supply with foot pedal SHE bins.
- 1.6.6 The Service Provider shall install a paper towel stand and supply hand paper towels. The refill of the stands to be done on a monthly basis leaving one additional roll per unit per monthly service. In event of additional hand paper towels required by Transnet, the Service Provider shall be notified of those extras.

Respondent's Signature

Date & Company Stamp



RFQ for the Provision of services: The rendering of Hygiene Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

- 1.6.7 The Service Provider shall undertake the planning and programming of the service to be rendered and submit to the Manager (or his deputy) within one week after notification, for approval.
- 1.6.8 Soap dispensers of high standard (SABS approved) to be refilled on a **monthly** basis. In event of additional foam soap refill required by Transnet, the Service Provider shall be notified of those extras.
- 1.6.9 Seat sanitizers to be supplied and refilled **monthly**
- 1.6.10 The Service Provider will be required from time to time to Provide Transnet Freight Rail with the Certificate of Disposal of waste material (disposal of sanitary towels)

1.7 PERFORMANCE MONITORING AND EVALUATION

- 1.7.1 The Service Provider shall at all-time 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.
- 1.7.2 The Manager (or the deputy) shall at any time during the agreement period carry out inspections of the Service Provider's performance methods and procedures.

1.8 REMEDIAL WORK

The Service Provider shall carry out remedial work that was rejected by the Manager (the deputy) prior to payment being passed.

1.9 TERMS

This service required is for the period of 24 months and shall commence as indicated in the letter of acceptance.

1.10 MEASUREMENT AND PAYMENT

- 1.10.1 Payment will be based on the number of sanitizer, auto flash and automatic air-freshner units installed and number of maintenance services rendered.
- 1.10.2 **No payment will be made for rejected work where control was not achieved.**
- 1.10.3 Payment will be done once a month on the service rendered. It will be done after receiving the tax invoice and a full detail list of all work done during that month. An original invoice must be submitted with the signed "**ORIGINAL SERVICE/ TREATMENT REPORT (DELIVERY NOTES)**", quoting the **Station Name, Building Asset Number, Purchase Order and Contact Number** which shall be processed within 30 days of receipt by Transnet Freight Rail Accounting, Johannesburg office, following the

Respondent's Signature

Date & Company Stamp



RFQ for the Provision of services: The rendering of Hygiene Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

acceptance of the service. The Real Estate Management office will certify on the invoice that all work was done according to the contract subsequent to the treatment report or delivery notes from the clients.

1.11 SABS STANDARD

The respondent is to adhere to the laid down SABS standard with regards to protective clothing, storing of chemical and the use of chemicals.

1.12 PENALTIES / RETENTION FEE

No payment shall be done for any rejected work, or work not done. Transnet shall be entitled to retain 10% of the total value of an invoice for a particular month, should it be discovered that the service rendered did not meet the Transnet's requirements. A pro rata amount will be determined to calculate an amount equal to the cost of the work that would have been incurred to render the service, for the work not rendered or rejected. Such amount will be retained from the retention amount and any difference will be refunded to the Service Provider. Should the retention amount be less than the amount incurred, Transnet shall withhold the additional amount from the subsequent invoice payment.

1.13 ELECTRICAL HAND DRYERS

Due to the fact that Transnet Freight Rail is embarking on energy serving project, therefore no installation of electrical hand dryer will be undertaken by Transnet Freight Rail. .

1.14 SPECIFICATION ON EQUIPMENT

1.14.1 Air-freshener dispensers ~ your choice of fragrance and technology

1.14.2 Air-freshener dispensers must be supplied with an anti-theft bracket

1.14.3 All equipment to be white

1.14.4 Soap Dispensers must be supplied with a refill on a monthly basis. Soap must be in foam form and not liquid. Refill of soap on a monthly basis must be included into the price for rental of soap dispensers

1.14.5 Sanitiser spray must be supplied for seats

1.14.6 Shoe bins must be simple, foot pedals and still be SABS approved

1.14.7 Shoe bins must be supplied with bags

1.14.8 Paper towel stand

1.15 REQUIREMENTS

1.15.1 Registration with OHSA (Occupational Health and Safety Act)

1.15.2 All chemicals used to be SABS (South African Bureau of Standards) compliant

1.15.3 Copy of MSDS (Material Safety Data Sheet)

1.15.4 Letter of Good Standing

Respondent's Signature

Date & Company Stamp



RFQ for the Provision of services: The rendering of Hygiene Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

1.16 HEALTH, RISK AND SAFETY PLAN REQUIRED

The respondents tendering for this project shall take note of the following when compiling Safety, health and environmental plan. Specification for works on, over, under or adjacent to railway lines and near high voltage equipment. **(E7/1 July 1998)** and shall have part A and B of Health and safety Plan as outlined below.

Part A: Health and safety Plan

1.16.1 SHE Management Structure

- 1.16.1.1. Construction Work Supervisor (Construction Regulation 6)
- 1.16.1.2. Subordinate Construction Work Supervisor (Construction Regulation 6)
- 1.16.1.3. Construction Safety Officer (Construction Regulation 6(7)).
- 1.16.1.4. List of Respondents already appointed - List to be revised at least monthly.
- 1.16.1.5. Health and Safety Representative (Section 17 of OHS Act).

1.16.2 SHE Organisation

- 1.16.2.1 Health and Safety Committee.
- 1.16.2.2 Composition.
- 1.16.2.3 Frequency of Meetings.
- 1.16.2.4 Minutes of meeting.
- 1.16.2.5 Legal Compliance Audits.
- 1.16.2.6. Audit Report.
- 1.16.2.7 Frequency of Audits.
- 1.16.2.8 Findings and Analysis
- 1.16.2.9 Corrective Action

1.16.3 Risk Assessment Management

- 1.16.3.1. Risk descriptions.
- 1.16.3.2. Risk Identification, Analysis, Mitigating Steps, Monitoring Steps and Review Plan.
- 1.16.3.3. Risk Assessment (Construction Regulation 7)

1.16.4 Education and Training

- 1.16.4.1. Induction training (Construction Regulation 7(9))
- 1.16.4.2. Site Specific Training.
- 1.16.4.3. Certificate of Competence.

1.16.5 Emergency Planning – Evacuation plan

- 1.16.5.1. Client procedure.
- 1.16.5.2. Site Procedure.

Respondent's Signature

Date & Company Stamp



RFQ for the Provision of services: The rendering of Hygiene Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

1.16.6 Health and Safety Communications

- 1.16.6.1 Safety/Toolbox talks.
- 1.16.6.2 Incident Recall.

1.16.7. Safe Working Procedures and Methods

- 1.16.7.1 Method Statements.
- 1.16.7.2 Safe Operating Procedures.
- 1.16.7.3 Task/Job observations.

1.16.8. Personal Protective Equipment and Clothing

- 1.16.8.1 PPE required after all other controls have been considered.
- 1.16.8.2 PPE proof of issue.

1.16.9. Project security

- 1.16.9.1 Security risks identified.
- 1.16.9.2 Access control.

Part B. Environmental Management Plan

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

1. Control of Dust.
2. Noise Pollution Control.
3. Waste management.
4. Environmental Incident Management (Sect 28 NEMA and Sect 20 National Water Act).
5. Contamination of surface and underground water.
6. Soil Contamination.
7. Storm Water Drainage.
8. Environmental Clean-up and Rehabilitation.

1.17 MINIMUM PLANT AND EQUIPMENT REQUIRED

- 1.17.1 Proper cleaning equipment for deep cleaning on drainage/showers/basins/toilets/kitchen
- 1.17.2 Vehicle ~ Bakkie

Respondent's Signature

Date & Company Stamp



RFQ for the Provision of services: The rendering of Hygiene Services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

1.17.3 Variety of tools and equipment required for installing equipment.

1.18 ADDRESSES FOR VARIOUS BUILDINGS

- As per attached Annexure A

CONTACT PERSON ON SITE

Mrs N Sithomo

4 Kiewiet Street, Malahle House, Empangeni

Telephone (035 906 7639) or 083 795 0043

1.19 PAPER TOWEL SPECIFICATION

Paper towel ~ Type disposable, Ply rating single

Width 210 mm, length 1.500 m

Colour: white

Wipers ~ 25 grams, minimum unperforated,

A nominal core dia of 28 mm, individually wrapped

Paper towel stand ~ install the wall mounted equipment type that you roll over the paper towels.

Respondent's Signature

Date & Company Stamp



ANNEXURE D

**GENERAL BID CONDITIONS - SERVICES
[March 2015]**

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

RFQ for the Provision of services: The rendering of Hygiene services required at Vryheid; Vryheid East and Ulundi areas for a period of two years
Returnable Document



TABLE OF CONTENTS

1	DEFINITIONS	38
2	GENERAL	38
3	SUBMISSION OF BID DOCUMENTS.....	38
4	USE OF BID FORMS	38
5	BID FEES	39
6	VALIDITY PERIOD.....	39
7	SITE VISIT / BRIEFING SESSION.....	39
8	CLARIFICATION BEFORE THE CLOSING DATE	39
9	COMMUNICATION AFTER THE CLOSING DATE	39
10	UNAUTHORISED COMMUNICATION ABOUT BIDS.....	39
11	POST TENDER NEGOTIATIONS.....	40
12	RETURNABLE DOCUMENTS	40
13	DEFAULTS BY RESPONDENTS	40
14	CURRENCY	40
15	PRICES SUBJECT TO CONFIRMATION	40
16	ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES	40
17	EXCHANGE AND REMITTANCE	41
18	ACCEPTANCE OF BID	41
19	NOTICE TO UNSUCCESSFUL RESPONDENTS.....	41
20	TERMS AND CONDITIONS OF CONTRACT	42
21	CONTRACT DOCUMENTS	42
22	LAW GOVERNING CONTRACT.....	42
23	IDENTIFICATION	42
24	CONTRACTUAL SECURITIES.....	43
25	DELETION OF ITEMS TO BE EXCLUDED FROM BID	43
26	VALUE-ADDED TAX	43
27	IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT	43
28	DELIVERY REQUIREMENTS	44
29	SPECIFICATIONS AND COPYRIGHT.....	44
30	BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS.....	45
31	CONFLICT WITH BID DOCUMENT	46
32	TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST).....	46

RFQ for the Provision of services: The rendering of Hygiene services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

1 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.5 **RFP** shall mean Request for Proposal;
- 1.6 **RFQ** shall mean Request for Quotation;
- 1.7 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.8 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.9 **Service Provider** shall mean the successful Respondent;
- 1.10 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.11 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.12 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

2 GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

3 SUBMISSION OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 Bids shall be delivered in a sealed envelope in accordance with the instructions indicated in the Bid Documents with the Bid number and subject marked on the front of the envelope.
- 3.3 The Respondent's return address must be stated on the reverse side of the sealed envelope.

4 USE OF BID FORMS

- 4.1 Where special forms are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and not in other forms or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms must be completed for submission and not a reprocessed copy thereof.

RFQ for the Provision of services: The rendering of Hygiene services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

- 4.3 Only if insufficient space has been allocated for a particular response may a Respondent submit additional information under separate cover using its company's letterhead. This must be duly cross-referenced in the RFX.

5 BID FEES

- 5.1 A non-refundable fee may be charged for Bid Documents, depending on the administrative cost of preparing and issuing such Bid Documents.
- 5.2 Only Respondents that have paid the Bid fee and provided proof of payment when submitting their Bid will be considered.

6 VALIDITY PERIOD

- 6.1 Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the Bid.
- 6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change(s) is as a direct and unavoidable consequence of Transnet's extension of the validity period.

7 SITE VISIT / BRIEFING SESSION

Respondents may be requested to attend a site visit where it is considered necessary to view the site prior to the preparation of Bids, or where Transnet deems it necessary to provide Respondents with additional information relevant to the compilation of their Bids. When such visits or sessions are indicated as compulsory in the Bid Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

8 CLARIFICATION BEFORE THE CLOSING DATE

Should clarification be required on any aspect of the RFX before the closing date, the Respondent must direct such queries to the contact person identified in the Bid Document.

9 COMMUNICATION AFTER THE CLOSING DATE

After the closing date of a Bid [i.e. during the evaluation period] the Respondent may only communicate with the Chairperson or Secretary of the relevant Acquisition Council.

10 UNAUTHORISED COMMUNICATION ABOUT BIDS

Where Bids are submitted to the Secretary of an Acquisition Council, Respondents may at any time communicate with the Secretary on any matter relating to its Bid but, in the absence of written authority from the Secretary, no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential service providers or any member of the Acquisition Council or official of Transnet during the period between the closing date for

RFQ for the Provision of services: The rendering of Hygiene services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

11 POST TENDER NEGOTIATIONS

Transnet reserves the right to conduct post tender negotiations with the preferred bidder or a shortlist of preferred bidders. Should Transnet decide to conduct post tender negotiations, bidders 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 or 90/10 (whichever is applicable) and the contract will be negotiated and awarded to the successful bidder(s).

12 RETURNABLE DOCUMENTS

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

13 DEFAULTS BY RESPONDENTS

If the Respondent, after it has been notified of the acceptance of its Bid fails to:

- 13.1 enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- 13.2 accept an order in terms of the Bid;
- 13.3 furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- 13.4 comply with any condition imposed by Transnet,

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.

14 CURRENCY

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [ZAR], save to the extent specifically permitted in the RFX.

15 PRICES SUBJECT TO CONFIRMATION

- 15.1 Prices which are quoted subject to confirmation will not be considered.
- 15.2 Firm prices quoted for the duration of any resulting order and/or contract will receive precedence over prices which are subject to fluctuation if this is in Transnet's best interests.

16 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by

RFQ for the Provision of services: The rendering of Hygiene services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

17 EXCHANGE AND REMITTANCE

- 17.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Service Provider, effect payment overseas directly to the foreign principal of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- 17.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 17.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the *Exchange and Remittance* section of the Bid Documents and also furnish full details of the principals to whom payment is to be made.
- 17.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 17.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which agreement on an overall Rand contract has been reached.
- 17.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [**VAT Act**].

18 ACCEPTANCE OF BID

- 18.1 Transnet does not bind itself to accept the lowest priced or any Bid.
- 18.2 Transnet reserves the right to accept any Bid in whole or in part.
- 18.3 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 18.4 Where the Respondent has been informed by Transnet per fax message or email of the acceptance of its Bid, the acknowledgement of receipt transmitted shall be regarded as proof of delivery to the Respondent.

19 NOTICE TO UNSUCCESSFUL RESPONDENTS

Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all

RFQ for the Provision of services: The rendering of Hygiene services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

unsuccessful Respondents shall be informed of the name of the successful Respondent and of the reason as to why their Bids have not been successful.

20 TERMS AND CONDITIONS OF CONTRACT

20.1 The Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.

20.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on its company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments/ alternative(s) are acceptable or otherwise, as the case may be.

21 CONTRACT DOCUMENTS

21.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.

21.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of award / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.

21.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance/Intent, shall constitute a binding contract until the final contract is signed.

22 LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid 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. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

23 IDENTIFICATION

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

RFQ for the Provision of services: The rendering of Hygiene services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

24 CONTRACTUAL SECURITIES

- 24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of an advanced payment guarantee [**APG**] and/or a performance bond [**Performance Bond**], as the case may be, to be furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 The successful Respondent shall be required to submit to Transnet or Transnet's designated official the specified security document(s) within 30 [thirty] calendar days from the date of signature of the contract. Failure to return the securities within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Service Provider to cancel the contract with immediate effect.
- 24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Service Provider in relation to the conditions of this clause 24 will be for the account of the Service Provider.

25 DELETION OF ITEMS TO BE EXCLUDED FROM BID

The Respondent must delete items for which it has not tendered or for which the price has been included elsewhere in its Bid.

26 VALUE-ADDED TAX

- 26.1 In respect of local Services, i.e. Services to be rendered in the Republic of South Africa, the prices quoted by the Respondent are to be exclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.
- 26.2 In respect of foreign Services rendered:
- a) the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
 - b) the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

27 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

27.1 Method of Payment

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.

RFQ for the Provision of services: The rendering of Hygiene services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 27.1a) above. Failure to comply with clause 27.1a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Service Provider**], where applicable, shall be required to furnish a guarantee covering any advance payments, as set out in clause 24 above [*Contractual Securities*].

27.2 Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated from the date of receipt by Transnet of the Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects in terms of the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional discount period will be recalculated from the date of receipt of the correct documentation.

28 DELIVERY REQUIREMENTS

28.1 Period Contracts

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.

28.2 Progress Reports

The Service Provider may be required to submit periodical progress reports with regard to the delivery of the Services.

28.3 Emergency Demands as and when required

If, due to unforeseen circumstances, the rendering of the Services covered by the Bid are required at short notice for immediate delivery, the Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such services as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The "*Total or Partial Failure to Perform the Scope of Services*" section in the Terms and Conditions of Contract will not be applicable in these circumstances.

29 SPECIFICATIONS AND COPYRIGHT

29.1 Specifications

RFQ for the Provision of services: The rendering of Hygiene services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

The Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for the Services strictly in accordance with the specifications supplied by Transnet.

29.2 Copyright

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Service Provider for the purpose of contract work shall be governed by the *Intellectual Property Rights* section in the Terms and Conditions of Contract.

30 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

- 30.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the Secretary of the Acquisition Council or to a designated official of Transnet according to whichever officer is specified in the Bid Documents.
- 30.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.
- 30.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.
- 30.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.
- a) Such Power of Attorney must comply with Rule 63 [Authentication of documents executed outside the Republic for use within the Republic] of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
 - b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
 - c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
 - d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi* as provided for in the Terms and Conditions of Contract.

RFQ for the Provision of services: The rendering of Hygiene services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

30.5 If payment is to be made in South Africa, the foreign Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:

- a) funds are to be transferred to the credit of the foreign Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
- b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

31 CONFLICT WITH BID DOCUMENT

Should a conflict arise between these General Bid Conditions and the Bid Document issued, the conditions stated in the Bid Document shall prevail.

32 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

32.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "prima facie" (i.e. on the face of it) case has been established.

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

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

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

- a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
- b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
- c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;

RFQ for the Provision of services: The rendering of Hygiene services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Service or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

32.6 Transnet recognizes that trust and good faith are pivotal to its relationship with its suppliers. When a dispute arises between Transnet and its supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) Vexatious proceedings. These are frivolous proceedings which have been instituted without proper grounds.
- b) Perjury. Where a supplier commits perjury either in giving evidence or on affidavit;
- c) Scurrilous allegations. Where a supplier makes allegations regarding a senior Transnet employee which are without a proper foundation, scandalous, abusive or defamatory.
- d) Abuse of court process. When a supplier abuses the court process in order to gain a competitive advantage during a bid process.

32.7 Where any person or Enterprise has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 Years, such person/Enterprise may also be blacklisted. Serious breaches of the law would include but are not limited to corruption, fraud, theft, extortion, or contraventions of the Competition Act 89 of 1998 (e.g. collusive tendering). This process excludes minor convictions such as traffic offences or personal disagreements between parties which have no bearing on the business operations of the person or Enterprise.

32.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

32.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the

RFQ for the Provision of services: The rendering of Hygiene services required at Vryheid; Vryheid East and Ulundi areas for a period of two years

Returnable Document

misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

- 32.10 Any person or enterprise or company against whom a decision to blacklist has been taken, may make representations to the Chief Financial Officer of Transnet SOC Ltd, whose decision shall be final.

oooo0000oooo

"PREVIEW COPY ONLY"