

**TRANSNET FREIGHT RAIL**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30  
[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No PTH/53948**

**FOR THE PROVISION OF: GARDEN AND YARD CLEANING SERVICES  
TO THE ITR CONTAINER AND AUTOMOTIVE  
DEPOT**

**REQUIRED AT: UITENHAGE**

**ISSUE DATE: 04 JULY 2016**

**CLOSING DATE: 19 JULY 2016**

**CLOSING TIME: 12:00**

## Section 1 NOTICE TO BIDDERS

Quotations are requested from interested persons, companies, close corporations or enterprises (hereinafter referred to as the "Respondent(s)") to supply the above-mentioned requirement to Transnet.

**On or after 04 July 2016 RFQ document may be inspected at, and are obtainable from the Regional Supply Chain Service Office, FC Sturrock Building, Ground Floor, Tender Office, Fleming Street, Port Elizabeth.**

**Arrangements for the collection of the RFQ documents can be made with Me. Ronelle Blom and Me. Phumla Maldaka on telephone number 041 – 507 2720/21 or email: [ronelle.blom@transnet.net](mailto:ronelle.blom@transnet.net) or [phumla.maldaka@transnet.net](mailto:phumla.maldaka@transnet.net)**

No RFQ/tender fee is applicable and will be issued "FREE OF CHARGE" to all respondents.

**A compulsory information briefing session will be conducted on 11 July 2016. Thereafter a compulsory site visit will also follow to the site in Uitenhage. Attendance is compulsory and failure to attend will disqualify submissions from evaluation.**

**The compulsory information briefing session will start punctually at 10h00 and Respondents must please ensure that they arrive on time to prevent any delays.**

**Details of the compulsory information briefing session:**

**Date: 11 July 2016  
Venue: TFR Car Loading Area  
Behind Uitenhage Station  
Uitenhage  
Time: 10h00 until 11h00**

**NB: Compulsory site visit will follow immediately after the information briefing session until approximately 11h00. All respondents attending the information briefing session and site visit is required to wear safety boots or shoes and a reflective jacket for safety reasons in order to gain access to Transnet's premises. Respondents failing to comply with these requirements will not be allowed to enter the Transnet's premises on the day of the information briefing session and site visit.**

**For directions to the information briefing session, Mr. Johan Cloete may be contacted on telephone number: 041 – 507 2122 or cell: 083 281 0672**

**The above-mentioned session are to be used as an opportunity for the attendees to familiarise themselves with the scope of the requirements and furthermore for bidders to pose and for TFR to respond in terms of "questions and answers". It is hence required that prospective bidders are fully familiar with the entire tender pack prior to attending these sessions. All respondents are to provide their own transportation and accommodation to and from the abovementioned session and will be for their own expense. Transnet will not provide transport in any form.**

Quotations which must be completed as indicated in Section 3 of this RFQ are to be submitted as follows:

**METHOD:** Post and/or courier

**CLOSING VENUE:** **Postal Address:**  
 Transnet SOC Limited  
 PO Box 13213  
 Humewood  
 Port Elizabeth  
 6013

**Physical Address:**  
 Transnet SOC Limited  
 Secretariat of the Acquisition Council, Admin Support Office  
 Ground Floor Foyer (**Tender Box**)  
 FC Sturrock Building  
 Fleming Street  
 Port Elizabeth  
 6001

**NB:** Quotations must be enclosed in a sealed envelope which must have inscribed on the outside:

<b>RFQ No</b>	<b>: PTH/53948</b>
<b>Description</b>	<b>: Garden Services - Uitenhage</b>
<b>Closing date and time</b>	<b>: 19 July 2013 at 12h00</b>
<b>Closing address (refer to abovementioned options)</b>	

**1 Responses to RFQ**

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

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

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

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

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

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



- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations; or
- make no award at all.

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

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

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

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

## 10 SPECIFICATION/SCOPE OF WORK

### Scope of work:

Transnet Freight Rail requires the provision of an efficient garden and yard cleaning service twice per month to the TFR container and automotive depot which is situated in Uitenhage for a period of 24 months. The successful service provider will have to supply the material, labour, transport and consumables of any description, which may be necessary for the proper completion of the contract work, in accordance with the specifications.

### Site Information

The TFR depot is situated in the Uitenhage and the service is required at the following building:

- TFR CAR DEPOT

Site visit/inspection will be conducted by TFR to identify the site to potential tenderers

### PARTICULAR SPECIFICATION

#### • **CLEANING AND CLEARING:**

The works include the following:

- The length of the lawns shall be cut with a lawn mower to maintain the height of the grass between 15 and 30mm
- The length of all other overgrowth to be cut with weed eaters to be maintain the height of overgrowth between 50 and 80mm
- All trees/shrubs to be trimmed 2m above ground level
- All trimming around flowerbeds, paths, edges and around all structures i.e. buildings and fences.
- Removal of all weeds in yards
- Clean and maintain flowerbeds and loosen soil around trees
- Clean tarred area every second month
- Cleaning and removing of litter such as paper and tins etc., in the yard areas as indicated on the site meeting
- All waste must be removed and dumped at an approved municipal dumpsite
- The contract is for 24 months and must be done at every 14 calendar days (but not more than twice a month)

- **INCOMPETENT EMPLOYEES**

Any person employed by the contractor on the Works, who is, in the opinion of the Project Manager incompetent, or who may act in such an improper manner, may be discharge from the works by the Project Manager. Such a person shall not again be employed on the works without the permission of the Project Manager.

- **DRAWINGS:**

- Site visits/inspections will be held to identify each depot/location

- **TIME TO COMPLETE THE WORK**

- The contractor shall indicate herein the duration he requires to complete the work per service to the site, but the period shall be preferred to be not be longer than 14 (fourteen) calendar days.
- The contractor shall be required to complete the work per service in this period, as given. This period excludes weekends, public holidays and statutory holiday periods.
- Failing completion of the work within the period as stipulated above or with any period offered by the contenders and accepted by Transnet, the contractor shall pay to Transnet as penalty the sum of R 500.00 (five hundred rand) for every day or part thereof during which the works remain incomplete.

- **RISK ASSESSMENT:**

- # Employees of contractor to wear safety vest at all times on the site.
- # Employees of contractor to wear safety foot protection on the site.
- # Employees of contractor to wear eye and ear protection when working with weed cutters and chainsaws.
- # No open fires are allowed on the site.
- # The successful contractor must submit a complete safety file and a copy must be submitted to Transnet (Project Manager) for safe keeping and further reference
- # The contractor shall provide full time supervisor on the site.
- # Site diary must be kept daily and be on site at all times.
- # All plant operators to be trained on plant that he/she is operating.
- # All work to be carried out in accordance to the health and safety act.
- # Medical Surveillance Certificates of Fitness Records will be required.
- # A safety induction will be conducted with the successful bidder by TFR before any contract work can commence.

- **SITE RECORDS:**

Site Diary

The Contractor shall provide a diary, in triplicate to record all day-to-day incidents that could occur during the contract period. This includes weather, name & number of workers on the site, material that has been delivered, material that has been loaded and disposed of, incidences that have occurred, what work is to be done on that day, etc.

Program & Planning of the work

The contractor shall provide to the manager a detail plan of how he intends to do the work and this plan must be to the requirements of the operation of Transnet freight rail with minor disruptions as no delays must be allowed in this regard.

The program must be agreed to (in the site instruction book) before any work will be allowed to commence. The program may be in a form of a pert (bar) chart and will be used as a guide to measure progress of the work.

- **ACCESS TO SITE**

The areas are restricted and the contractor must ensure he complies with the regulations of Transnet freight rail in every way. Contractor and/or any sub-contractors shall be required to apply for permission to enter the restricted area in writing. A list of workmen shall be given to the Project Manager to arrange for the necessary permits. 48 Hours minimum notice is necessary for the processing these permits. This includes changes to staff during the contract period.

- **MATERIALS FOUND ON SITE**

The Contractor shall not use on the works any materials found on the site without the prior written consent of the manager. No material that is lying on the site (other than that from this contract) or on Transnet freight rail's property may be removed (even if deemed as scrap) by the contractor.

NB!!!!

No scrap or any material of value may be removed from the site without written authority of the Project Manager.

- **CLEARING OF SITE**

The Contractor shall provide for cleaning up and sorting all rubbish including grass and debris of whatever kind throughout the duration of the contract. Upon completion the Contractor shall clear away and remove all rubbish, unused material, plant and debris and leave the site and the whole of the works clean and tidy to the satisfaction of the Project Manager.

- **ESCALATION**

This contract does not make provision for compensation in respect of increased costs. The contenders must allow in his fixed price for any increased costs, which he may encounter during the contract period or such extended period as agreed upon by both parties.

- **SAFETY PRECAUTIONS AND INSURANCE**

Damage to Transnet freight rail Assets and liability, the contractor shall provide the insurance for the following: -

Public Liability;

No burning of any kind shall be allowed

- **ACT 85**

The contractor shall comply with the Occupational Health & Safety Act, 1993 (Act 85 of 1993). The form E.4E as placed in the Specification must be adhered to

- **REQUIREMENTS FOR THE PROJECT**

The following are the **minimum requirements** necessary to successfully execute the required work / project:

- **Suitable Vehicle to transport personnel, material and equipment**
- **1 x Chainsaw**
- **1 x team of at least 4 workers plus one working supervisor**
- **4 x Weed Eaters / Edge Cutters plus 1 x Lawnmower**

- **GENERAL**

- Containers and residual material will not be disposed of on Transnet property or as part of Transnet refuse but at a legal municipal dumpsite.
- All quantities and measurements to be check on site by tenderer
- After every cut and cleaning the appointed champion of each depot must sign the invoice off that the work was satisfactory completed and done in accordance with the specification.

**PREVIEW COPY**

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

**TIP-OFFS ANONYMOUS: 0800 003 056**

<b><u>RFQ FOR THE PROVISION OF:</u></b>	<b>GARDEN AND YARD CLEARING SERVICES TO THE TFR CONTAINER AND AUTOMOTIVE DEPOT IN UITENHAGE</b>
<b><u>CLOSING VENUE:</u></b>	<b>TRANSNET SOC LIMITED SECRETARIAT OF THE ACQUISITION COUNCIL, ADMIN SUPPORT OFFICE TENDER BOX, GROUND FLOOR FOYER, FC STURROCK BUILDING, FLEMING STREET, PORT ELIZABETH</b>
<b><u>CLOSING DATE &amp; TIME:</u></b>	<b>19 JULY 2016 @ 12h00</b>
<b><u>VALIDITY PERIOD:</u></b>	<b>90 (NINETY) DAYS</b>

**SECTION 2**

**EVALUATION CRITERIA AND RETURNABLE DOCUMENTS**

**11 EVALUATION CRITERIA**

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

<b>Criterion/Criteria</b>	<b>Explanation</b>
<b>Administrative responsiveness</b>	Completeness of response and returnable documents
<b>Substantive responsiveness</b>	Prequalification criteria if any must be met and whether the Bid materially complies with the scope and/or specification given:
<b>Functionality Threshold</b>	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 <b>60%</b> . The technical evaluation will be as follows: <b>Method Statement</b> (Complete work plan w.r.t. the required specification) <ul style="list-style-type: none"> <li>• <b>Technical Capacity/Resources</b> (Detailed breakdown i.r.o. number of teams, vehicles, equipment and experience)</li> <li>• <b>Delivery Schedule</b> (Confirmation on duration and work rate per service)</li> <li>• <b>Health &amp; Safety</b> (Completion of Tenderer SHE Management System Questionnaire – Annexure B)</li> </ul>
<b>Final weighted evaluation based on 80/20 preference point</b>	<ul style="list-style-type: none"> <li>• Pricing and price basis [firm]</li> <li>• B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.</li> </ul>

**12 Validity Period**

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

This RFQ is valid until \_\_\_\_\_.

**Returnable Document**

**13 Disclosure of Prices Quoted**

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

YES  NO

**14 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	
<b>Method Statement:</b> (Submit a complete work plan w.r.t. the required specification)	
<b>Technical Capacity &amp; Resources:</b> (Submit a detailed breakdown i.r.o. number of teams, vehicles, equipment and experience available to successfully complete the required work)	
<b>Delivery Schedule:</b> (Submit a detailed breakdown on duration and work rate in order to complete the required work on-time)	
<b>Health &amp; Safety:</b> (Completion of Annexure B -Tenderer SHE Management System Questionnaire)	

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

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

Essential Returnable Documents	Submitted [Yes or No]
SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Form	
- SECTION 5 : Certificate of Attendance – Briefing Session	
- 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	



**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.

**PREVIEW COPY**

**Price Schedule**

I/We quote as follows for the service required at the TFR depot in Uitenhage for **YEAR 1**, excluding VAT:

<b>GARDEN AND YARD CLEANING SERVICES – CAB (UITENHAGE)</b>				
<b>Description of Service</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Unit Price (ZAR)</b>	<b>Total Price (Excl. VAT) (ZAR)</b>
<p><b>Provide a garden and yard cleaning service as per required specification:</b></p> <ul style="list-style-type: none"> <li>Cut and maintain lawn between 15 and 30mm (13 000 m<sup>2</sup>)</li> <li>Cut and maintain overgrowth between 50 and 80mm (3000 m<sup>2</sup>)</li> <li>Trim edges around perimeter and structures and paths</li> <li>Trim trees and clean around trees and loosen soil</li> <li>Clean flower beds</li> <li>Clean Yard as per spec</li> <li>Clean tarred area every second month 9000 m<sup>2</sup></li> <li>Remove rubble to an approved Municipality dump site</li> </ul>	Per Service	48		
<b>ADDITIONAL EXPENSES</b>				
Sundries	Sum	1		
Safety/Risks	Sum	1		
<b>Gross Total (Excluding VAT) :</b>			<b>R</b>	
<b>VAT</b>			<b>R</b>	
<b>Gross Total (Including VAT) :</b>			<b>R</b>	

PREVIEW COPY

**Returnable Document**

I/We quote as follows for the service required at the TFR depot in Uitenhage for **YEAR 2**, excluding VAT:

<b>GARDEN AND YARD CLEANING SERVICES – CAB (UITENHAGE)</b>				
<b>Description of Service</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Unit Price (ZAR)</b>	<b>Total Price (Excl. VAT) (ZAR)</b>
<b>Provide a garden and yard cleaning service as per required specification:</b> Cut and maintain lawn between 15 and 30mm (13 000 m <sup>2</sup> ) Cut and maintain overgrowth between 50 and 80mm (3000 m <sup>2</sup> ) Trim edges around perimeter and structures and paths Trim trees and clean around tress and loosen soil Clean flower beds Clean Yard as per spec Clean tarred area every second month 9000 m <sup>2</sup> Remove rubble to an approved Municipality dump site	Per Service	48		
<b>ADDITIONAL EXPENSES</b>				
Sundries	Sum	1		
Safety/Risks	Sum	1		
<b>Gross Total (Excluding VAT) :</b>			<b>R</b>	
<b>VAT</b>			<b>R</b>	
<b>Gross Total (Including VAT) :</b>			<b>R</b>	

**Time period to complete the required work per service to all sites:** \_\_\_\_\_ [working days]

**Notes to Pricing:**

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

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

**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. Specifications and drawings included in this RFQ - if applicable; and
2. The following documents all of which are available on Transnet’s website or upon request:
  - 2.1. General Bid Conditions;
  - 2.2. Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
  - 2.3. Supplier Integrity Pact;
  - 2.4. Non-disclosure Agreement; and
  - 2.5. Vendor Application Form and all supporting documents (first time vendors only)

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

Transnet Operating Division	Unique Vendor Number	Yes / No
Transnet Group		
TFR, etc.		

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

**SECTION 4**

**RFQ DECLARATION AND BREACH OF LAW FORM**

NAME OF ENTITY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [**RFQ**];
3. we have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing the 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:

\_\_\_\_\_  
\_\_\_\_\_

**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** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF BREACH: \_\_\_\_\_

Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____

**Section 5**

**CERTIFICATE OF ATTENDANCE: INFORMATION BRIEFING SESSION & SITE VISIT**

It is hereby certified that -

1. ....
2. ....

Representative(s) of .....  
(*name of company*)

attended the information briefing session in respect of the proposed service to be rendered in terms of this RFQ on .....2016.

.....  
TRANSNET'S REPRESENTATIVE

.....  
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....

**PREVIEW COPY**

**RFQ FOR THE PROVISION OF  
GARDEN AND YARD CLEANING SERVICES TO THE TFR CONTAINER AND AUTOMOTIVE  
DEPOT IN UITENHAGE  
RFQ: PTH/53948**

**ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM**

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

**1. INTRODUCTION**

- 1.1 A total of 20 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

**2. GENERAL DEFINITIONS**

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

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

**3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.

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- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

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

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

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

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- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.12 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.13 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

**5. B-BBEE STATUS AND SUBCONTRACTING**

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

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

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

**5.2 Subcontracting:**

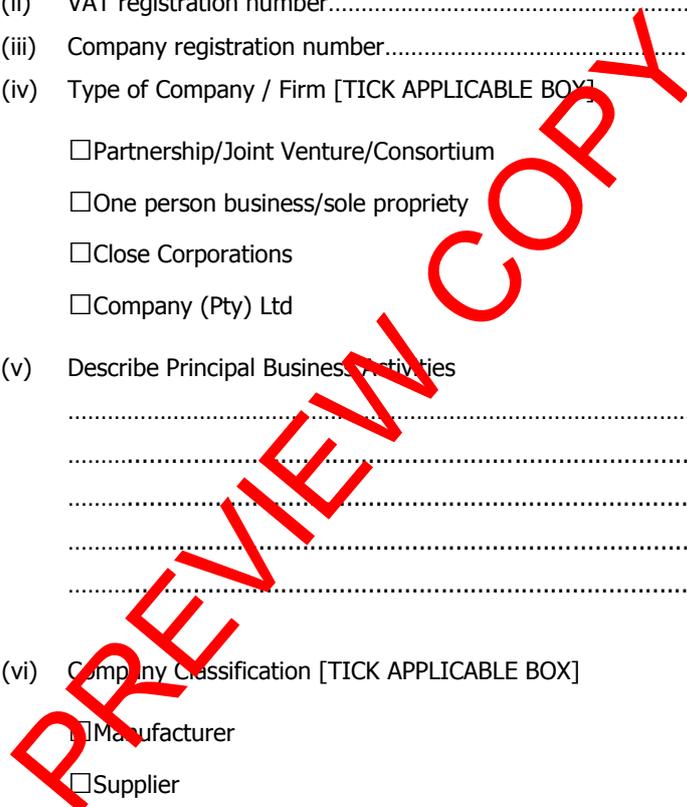
Will any portion of the contract be subcontracted? YES/NO [delete which is not applicable]

If YES, indicate:

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

**5.3 Declaration with regard to Company/Firm**

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]
  - Partnership/Joint Venture/Consortium
  - One person business/sole propriety
  - Close Corporations
  - Company (Pty) Ltd
- (v) Describe Principal Business Activities  
.....  
.....  
.....  
.....  
.....
- (vi) Company Classification [TICK APPLICABLE BOX]
  - Manufacturer
  - Supplier
  - Professional Service Provider
  - Other Service Providers, e.g Transporter, etc
- (vii) Total number of years the company/firm has been in business.....



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**BID DECLARATION**

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

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

**WITNESSES:**

1. ....

2. ....

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME: .....

ADDRESS: .....

**RFQ FOR THE PROVISION OF  
GARDEN AND YARD CLEANING SERVICES TO THE TFR CONTAINER AND AUTOMOTIVE  
DEPOT IN UITENHAGE**

**RFQ: PTH/53948**

**ANNEXURE B**

## Tenderer SHE Management System Questionnaire

This questionnaire forms part of the TFR tender evaluation process. It must be completed by all Tenderer's and submitted with their tender offer. The tenderer Health and Safety (SHE) Plan must also be submitted. The objective of the questionnaire is to provide an overview of the status of the Tenderer's SHE management system. Tenderers will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. The tenderer warrants that the information provided below is accurate and correct. **TFR may verify the accuracy of this information during the physical visit as part of the tender evaluation.**

The information provided in this questionnaire is an accurate summary of the company's occupational health and safety management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
<b>Tenderer SHE Management System Questionnaire</b>	<b>Yes</b>	<b>No</b>
<b>1. SHE Policy</b>		
- <b>Is there a written company SHE policy?</b>		
- If yes provide a copy of the policy		
<b>2. SHE Management</b>		
- <b>Does the company have an independently audited or accredited SHE Management system e.g NOSA, OHSAS, IRCA System etc</b>		
- If yes provide details or copy of accreditation		
<b>3. SHE Organogram</b>		
- <b>Is there a company organogram indicating key SHE personnel?</b>		
- If yes provide a copy		

<b>4. Letter of good standing with COID</b>		
<p><b>- Is company registered with the Compensation Commissioner under the COID Act and up to date?</b></p> <p>- If yes provide proof of letter of good standing</p>		
<b>5. SHE Cost</b>		
<p><b>- Has the tenderer made provision for the cost of safety in the tender price?</b> If yes provide evidence</p>		
<b>6. Training Records</b>		
<p><b>- Is a record maintained of all training and induction programs undertaken for employees in your company?</b></p> <p>- If yes provide examples of safety training records</p>		
<b>7. Health and Safety Plan (SHE Plan) Are the following arrangements included and adequately addressed in the Health and Safety Plan:</b>		
<p><b>- Are SHE responsibilities clearly identified for all levels of Management and employees?</b></p> <p>- If yes provide details</p>		
<p><b>- Are Risk Assessments conducted and appropriate techniques used?</b></p> <p>- If yes provide details or copy of procedure</p>		
<p><b>- Are safe operating procedures or specific safety instructions relevant to its operations available?</b></p> <p>- If yes provide a summary listing of procedures or instructions</p>		
<p><b>- Description on how health and safety training is conducted in your company:</b></p> <p>-If yes provide details</p>		
<p><b>- Health and safety inspections at worksites undertaken?</b></p> <p>-If yes provide details</p>		
<p><b>- Health and Safety Communication i.e Safety talks, incident recalls?</b></p> <p>- If yes provide details</p>		

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<p><b>- Workplace SHE Committee?</b></p> <p>- If yes provide details</p>		
<p><b>- Appointment of SHE Representatives?</b></p> <p>- If yes provide details</p>		
<p><b>- SHE Incident Reporting and Investigation?</b></p> <p>- If yes provide details</p>		
<p><b>- Provision of Personal Protective Equipment (PPE)?</b></p> <p>- If yes provide details</p>		
<p><b>- Emergency Planning?</b></p> <p>- If yes provide details</p>		
<p><b>- Fall Protection?</b></p> <p>- If yes provide details</p>		
<p><b>- Project Security?</b></p> <p>- If yes provide details</p>		
<p><b>- Medical Surveillance?</b></p> <p>- If yes provide details</p>		
<p><b>- Substance abuse policy/procedure/testing?</b></p> <p>- If yes provide details</p>		
<p><b>- Selection, Procurement and management of Subcontractors?</b></p> <p>- If yes provide details</p>		
<p><b>- Operational Safety?</b></p> <p>- If yes provide details</p>		
<p><b>- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents?</b></p> <p>- If yes provide details</p>		
<b>8. Health and Safety Violations</b>		
<p><b>- Has the company been fined or convicted of an occupational health and safety offence?</b></p> <p>- If yes provide details</p>		

Respondent's Signature

Date & Company Stamp

### Safety Performance Report

#### Monthly DIFR for previous months

Previous Year	No of Disabling Injuries	Total Number of employees	DIFR calculated over 12 months
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

DIFR = Number of Disabling injuries x 200000 divided by number of manhours worked for the period

-----  
Signed  
(Tenderer)

**PREVIEW COPY**