

**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/54128**

**FOR THE PROVISION OF:      OFFICE CLEANING AND GARDEN SERVICES AT THE  
COEGA MARSHALLING YARD IN PORT ELIZABETH**

**ISSUE DATE:                      07 MARCH 2017**  
**CLOSING DATE:                  22 MARCH 2017**  
**CLOSING TIME:                  12:00**  
**VALIDITY PERIOD:               90 BUSINESS DAYS FROM CLOSING DATE  
(02 AUGUST 2017)**

**Section 1**  
**NOTICE TO BIDDERS**

**1 Invitation to bid**

<b>DESCRIPTION</b>	The provision of office cleaning and garden services at the Coega Marshalling Yard in Port Elizabeth.
<b>BID FEE AND BANKING DETAILS</b>	<p>A RFQ fee of <b>R250</b> [inclusive of VAT] per set is applicable, if the RFQ is to be collected from the Transnet Freight Rail Tender Office.</p> <p>Payment is to be made as follows:</p> <p>Account Name : Transnet Freight Rail  Account : Standard Bank  Account number : 203158598  Branch code : 004805</p> <p>NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the RFQ documents and submitted thereafter with your Proposal.</p>
<b>INSPECT / COLLECT DOCUMENTS FROM</b>	<p>This RFQ may be downloaded free of charge directly from the Transnet Freight Rail tender website at;  <a href="http://www.transnetfreightrail-tfr.net/Supplier/Pages/Tenders.aspx">http://www.transnetfreightrail-tfr.net/Supplier/Pages/Tenders.aspx</a></p> <p>Alternatively, this RFQ may be purchased at R250 [inclusive of VAT] per set for those Bidders that require a copy from Transnet rather than downloading from the website. If a copy of the RFQ document is required, prior arrangements must be made one (1) day in advance and the RFQ document may be collected between <b>09:00</b> and <b>15:00</b> from <b>07 March 2017</b> until <b>14 March 2017</b>.</p> <p>This RFQ may be picked up from the following address:  <b>TRANSNET FREIGHT RAIL, TENDER OFFICE, FC STURROCK BUILDING, GROUND FLOOR, FLEMING STREET, PORT ELIZABETH</b></p>
<b>COMPULSORY SITE INSPECTIONS</b>	<p>Compulsory pre-proposal site inspection &amp; briefing session will be conducted at the <b>Transnet Freight Rail Coega Marshalling Yard</b> on the <b>15<sup>th</sup> of March 2017</b> at <b>10h00</b> for a period of ± 1 hour.</p> <p><b>Note:</b>  <b>All respondents are required to meet at the following venue at 09h30 and will be escorted by TFR personnel to the Coega Marshalling Yard:</b></p> <p style="text-align: center;"><b>Venue: Main Entrance (Coega Harbour)</b>  <b>(Security Check Point)</b>  <b>Port Elizabeth</b></p> <p><b>NB: Respondents must please ensure that they arrive on time as all will depart punctually at 09h40 to the Coega Marshalling Yard and no waiting on late comers will be permitted.)</b></p> <p><b>For directions, Mr. Johan Cloete may be contacted on telephone number: 041 – 507 2122 or cell: 083 281 0672</b></p> <p>[Respondents to provide own transportation and accommodation]. The site inspection and briefing session will start punctually and will not be repeated for the benefit of Respondents arriving late.</p> <p>1.1 A Certificate of Attendance set out in Section 7 hereto must be completed and submitted with your RFQ as proof of attendance is required for the <b>compulsory</b> site inspections.</p> <p>1.2 Respondents failing to attend the compulsory RFQ site inspections will be disqualified.</p>

	<p>1.3 All people entering Transnet premises may be subjected to a substance abuse test.</p> <p>This is a standard safety requirement for TFR, when entering any operational area in order that TFR may address the risk of injury. Any person that fails such test will not be permitted to enter the premises and thereby forfeits rights to be allowed access to the briefing session and site inspections and will subsequently not be permitted to submit a bid for the RFQ.</p> <p>1.4 All respondents attending the information briefing session and site visit are also 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 Coega Marshalling Yard on the day of the information briefing session and site visit.</p> <p><b>Respondents will not be allowed at the briefing session and site inspections if they don't have a copy of the RFQ document on the day of briefing session and site visit.</b></p>
<p><b>CLOSING DATE</b></p>	<p><b>12:00 on Wednesday 22 March 2017</b>  This RFQ shall close punctually at the following address:  <b>Transnet SOC Limited</b>  <b>Secretariat of the Acquisition Council, Admin Support Office</b>  <b>Ground Floor Foyer (Tender Box)</b>  <b>FC Sturrock Building</b>  <b>Fleming Street</b>  <b>Port Elizabeth</b>  <b>6001</b></p> <p>As a general rule, if a RFQ is late or delivered to the incorrect address, it will not be accepted for consideration.</p>
<p><b>VALIDITY PERIOD</b></p>	<p><b>90 Business Days from Closing Date.</b>  <b>End of validity period: 02 August 2017</b></p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.</p>
<p><b>SPECIAL CONDITIONS</b></p>	<p>Bidders are to note that this RFQ may also be downloaded directly from the Transnet Freight Rail tender website free of charge. If Bidders intend to download the RFQ off the Portal, they are required to indicate their intention to respond to this RFQ by <b>14 March 2017</b> by sending an email with their contact details to the following address: <a href="mailto:GRP-TFR-PETenders@transnet.net">GRP-TFR-PETenders@transnet.net</a>. This is to ensure that any required communication (e.g. addenda to the RFQ) in relation to this RFQ reaches those intending to respond.</p> <p><b>Transnet will not be held liable if Bidders do not respond by this date and do not receive the latest information regarding this RFQ as a result thereof.</b></p>

## 2 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.

### 3 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 explained in more detail in the B-BBEE Claim Form (Section 6), Transnet will award preference points to companies who provide proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

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

Respondents are required to complete Section 6 and submit it together with valid proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Respondents are required at all times to comply with the latest B-BBEE legislation and/or instruction notes as issued from time to time by the DTI.

**Note: Failure to submit valid and original (or certified copy of) proof of the Respondent's compliance with the B-BBEE requirements stipulated in Section 6 of this RFQ (the B-BBEE Preference Points Claim Form) at the Closing Date of this RFQ, will result in a score of zero being allocated for B-BBEE.**

### 4 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: Granville van der Merwe                      Email: [granville.vandermerwe@transnet.net](mailto:granville.vandermerwe@transnet.net)

Respondents may also, at any time after the closing date of the RFQ, communicate the following individuals on any matter relating to its RFQ response:

Name	Email address	Telephone	Fax
Ronelle Blom	<a href="mailto:GRP-TFR-PETenders@transnet.net">GRP-TFR-PETenders@transnet.net</a>	041 507 2721	041 507 2000
Phumla Maldaka		041 507 2720	041 507 2000
Anele Gwanya		041 507 2173	041 507 2000

### 5 Legal Compliance

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

### 6 Changes to Quotations

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

### 7 Pricing

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

**8 Prices Subject to Confirmation**

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

**9 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.

**10 Disclaimers**

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

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- make no award at all;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise; and/or
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it.

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 and/or place the Respondent on Transnet's list of Restricted Suppliers.

**11 Specification/Scope of Work****BACKGROUND**

Transnet Freight Rail requires the provision of the following services at the TFR Coega Marshalling Yard for a period of 24 months:

- Cleaning of offices, mess and ablution facilities
- Supply and Service of Sanitary/SHE bins
- Garden services and refuse removal

## **SCOPE OF REQUIREMENTS – OFFICE CLEANING**

### **MAJOR ACCOUNTABILITIES**

- To undertake the cleaning and servicing of the TFR Security and TFR Operations facilities at the Coega Marshalling Yard: Offices, Mess rooms, Locker rooms and Ablution facilities, as per the list below.
- To undertake the cleaning of the outside areas immediately adjacent to the buildings.
- To undertake the cleaning of specific sites in the marshalling yard under direct supervision, when requested to do so.
- To undertake watering and garden maintenance for the garden areas around the buildings including lawn-mowing services.

### **Notes:**

The contractor will provide all equipment and cleaning consumables for use by their personnel, as well as consumables for the toilet facilities.

The contractor and all personnel that work in the yard will be required to attend an awareness session on how to work safely in railway marshalling yards near live 25 000 V overhead traction equipment (OHTE). The Contractor must provide a safe working method on the execution of the work which must be approved before any work may commence. When working in the marshalling yards the contractor's personnel should wear safety boots and a suitable high-visibility vest or jacket. The manager must sign the E7/1 document, which confirms an understanding of the issues relating to working safely near live OHTE.

### **TASKS**

- Clean and service Mess rooms, Locker rooms and Ablution facilities twice per day (early morning and late afternoons).
- Clean and service offices, other toilet facilities, passages and immediate vicinity of buildings once per day. Please note that the Coega North and Coega South control point buildings are included (offices, kitchen and toilets).
- Clean all cooking equipment in mess facilities and other facilities (daily).
- Empty all dustbins to bulk dirt bins daily and bring attention to any disposal shortcomings.
- Wash floors in Mess rooms, Locker rooms and Ablution facilities twice per week. Linoleum floors to be polished after washing.
- Wash floors in offices and passages twice per week. Linoleum floors to be polished.
- Wash windows once per week.
- Pick up litter and rubbish in outside areas adjacent to building on a daily basis.
- If cleaning between rail lines is required, an Operations supervisor (e.g. Yard Master) or team leader (e.g. Yard Foreman) from Transnet Freight Rail will supervise this action and ensure personal safety in the active rail yard during this specific cleaning process.
- Undertake maintenance of small gardens around offices, including lawn-mowing services.
- Bring any faults in building or facilities to the attention of the Yard Foreman or Yard Master for Operations buildings or Security Supervisor for TFR Security facilities.
- To undertake other general support tasks as requested by the Yard Master, Senior Admin Official, Operations, Security Supervisor or TFR Security Manager.

### **REPORTING LINE**

The Cleaner will report to TFR Security at the gate of the Coega Marshalling yard on a daily basis. The cleaner should liaise daily with the senior Security Official on shift regarding priorities and any special tasks to be performed. The Yard Master will have supervisory jurisdiction over the Cleaner, when he or she visits the Coega yard.

**KNOWLEDGE/COMPETENCE**

- Appropriate qualification in cleaning duties.
- Understanding of the risks associated with marshalling yards (see below).
- Clear understanding of the safe working procedures in the marshalling yard context. (Transnet Freight Rail will arrange for training of contractor's personnel regarding the yard safety risks and safe working procedures for this environment.)

**SKILLS**

- The Cleaner must have ability to read and write English.
- The Cleaner to have good communication skills, including the ability to converse in English. (preferably also be able to converse in Afrikaans and Xhosa).
- Ability to adapt to new situations.

**ATTITUDES**

- Trustworthy, reliable and honest
- Neatness and cleanliness
- Punctuality
- Safety conscious
- Sober habits
- Self-motivated with a positive (can-do) personality
- Supportive attitude

**RESOURCE COMMITMENT**

- Weekdays, except Paid Public Holidays: One cleaner, with a visit by a supervisor at least twice per week.
- HOURS OF SERVICE  
Monday – Friday: 07:30 to 16:30

**FACILITIES FOR CONTRACTOR'S PERSONNEL**

- An office and storeroom is available for use by the personnel of the cleaning contractor.

**BUILDINGS TO BE CLEANED**

02DA072E TFR Security Facilities at the main gate

TFR Temporary Facilities at the Container Park:

11GA177E Mess room,

11GA175E Ablution & Locker Room

11GA173E Shower

11GA174E Shower

11GA176E Kitchen & Store

11GA178E Office

11GA179E Office)

11GA180E Office

Above to be cleaned only on request and under direct supervision by Yard Master or Yard Foreman

02DA071E North cabin

02DA070 South cabin

**EQUIPMENT, MATERIALS AND CONSUMABLES:**

**The successful contractor must supply the following and is responsible for their own equipment e.g.**

- Vacuum cleaners
- Suitable Vehicle
- Brooms
- Mops
- All cleaning chemicals (Approved Type)
- Consumables e.g. toilet paper, bar of soaps and liquid hand soap
- Toilet paper to be white Single Ply
- Buckets good quality plastic type with Handle
- Necessary sign boards e.g. Floor Wet/Slippery, etc.
- Feather Dusters

**NB:** All equipment to be kept in good and safe condition at all times and to comply to all safety regulations, All Electrical cords and extension cords to be checked regularly.

**CONSUMABLES**

The following consumables to be supplied monthly:

- |                        |   |
|------------------------|---|
| 1. Toilet paper rolls: | 96 EACH                                   |
| 2. Bar of Soaps:       | 20 EACH                                   |
| 3. Liquid Hand Soap:   | 10 LITRE (to replenish 6 soap dispensers) |



**Minimum equipment quantity requirements**

<b>Location</b>	<b>Depot</b>	<b>Brooms</b>	<b>Trolley/ Buckets</b>	<b>Vacuum cleaners</b>	<b>Micro fibre clothes</b>	<b>Mops</b>	<b>Wet floor signs</b>	<b>Feather Dusters</b>	<b>Sanitary /SHE Bins</b>	<b>Waste Bins</b>
Coega Marshalling Yard	TFR Operations	1	1	1	2	1	1	1	6	6
<b>Totals</b>		<b>1</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>6</b>	<b>6</b>

## **SCOPE OF REQUIREMENTS – GARDEN SERVICES**

Transnet Freight Rail requires the provision of an efficient **GARDEN AND YARD CLEANING** service once per month to TFR depot at Coega Marshalling Yard which are situated in Port Elizabeth 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 required work, in accordance with the required specification.

### **Site Information**

Garden and yard cleaning service to be rendered at the following buildings:

#### **Coega Marshalling Yard:**

**Entrance Security Office (02DA072E)**  
**South Cabin (02DA070E)**  
**North Cabin (02DA071E)**  
**Temporary facility at the Park Homes (Various)**

#### **Note:**

Site visits/inspection will be conducted by TFR to identify the various sites 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
- Remove weeds in yard and on paving as indicated on site meeting
- 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.
- Clean and maintain flowerbeds and loosen soil around trees
- Remove weeds on paving and sweep paving area clean from all debris
- Cleaning and removing of litter such as paper and tins etc.
- All waste must be removed and dumped at an approved municipal dumpsite
- The contract is for 24 months and must be performed once 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.

#### **SITE LOCATIONS:**

- 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 3 (three) 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
- # 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 off, 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 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 this Specification must be adhered to

#### REQUIREMENTS FOR THE PROJECT

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

- Suitable Vehicle/s to transport personnel, material and equipment
- 2 x Weed Eaters / Edge Cutters 1 x Lawn mower
- 1 x team of at least 2 workers plus one supervisor

#### 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.
- The site plan to be used is a sketch plan and is not to scale.
- 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 that the works was satisfactory completed and done as per specification.

**12 Legal review**

A RFQ submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

**13 Security clearance**

Acceptance of this RFQ could be subject to the condition that the Successful Respondent, its personnel providing the service and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

**14 National Treasury's Central Supplier Database**

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Transnet is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a Respondent who has failed to register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>. Respondents are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number: \_\_\_\_\_ Unique registration reference number: \_\_\_\_\_.

**15 Tax Compliance**

Regulation 14 of the Preferential Procurement Regulations, 2011 issued in terms of the Preferential Procurement Policy Framework Act (PPPFA) states that no tender may be awarded to any person whose tax matters have not been declared by the South African Revenue Services (SARS) to be in order.

**15.1 New Tax Compliance Status (TCS) System**

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

Respondents are required to provide the following to Transnet in order to enable it to verify their tax compliance status:

Tax reference number: \_\_\_\_\_

Tax Clearance Certificate & TCC Number: \_\_\_\_\_ and PIN: \_\_\_\_\_.

**15.2 Tax Compliance Requirements for Foreign Entities**

Tax compliance requirements are not applicable to foreign bidders/individuals with no South African tax obligations. Where foreign bidders seek to be exempted from the requirement to submit a tax clearance certificate / tax clearance PIN issued by SARS, such entities are required to complete a sworn affidavit on their tax obligation categorization. The affidavit must confirm an answer of "No" to **all** questions below in order for a Respondent to be regarded as being exempt from submitting a tax clearance certificate or tax clearance PIN:

- a) Is the entity a tax resident of the Republic of South Africa (RSA)?
- b) Does the entity have a branch/locally registered entity in the RSA?

- c) Does the entity have a permanent establishment in the RSA?
- d) Does the entity have any source of income (income is defined as per the Income Tax Act 58 of 1962 as the amount remaining of the gross income of any person for any year or period of assessment after deducting therefrom any amounts exempt from normal tax under Part I of Chapter II of the Act) in the RSA in the current tax year?
- e) Is the entity liable in the RSA for any form of taxation in the current tax year?

If a Respondent's answers to any one (or more) of the questions above changes to a "Yes" at any time during the bid process and/or after award of the contract (should a particular Respondent be successful), then the Respondent undertakes to comply with its tax obligations and to report to Transnet accordingly with either a tax clearance certificate / tax clearance PIN issued by SARS.

#### **16 Protection of Personal Data**

In responding to this bid, Transnet acknowledges that it may obtain and have access to personal data of the Respondents. Transnet agrees that it shall only process the information disclosed by Respondents in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, Transnet requires Respondents to process any personal information disclosed by Transnet in the bidding process in the same manner. The detailed mutual duties of Transnet and the Respondents to protect personal information is contained in paragraph 37 of the General Bid Conditions.

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

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

<p><b>RFQ FOR THE PROVISION OF:</b>          Provision of office cleaning and garden services at the Coega Marshalling Yard in Port Elizabeth</p> <p><b>CLOSING VENUE:</b>          Transnet SOC Limited          Secretariat of the Acquisition Council, Admin Support Office          Ground Floor Foyer (<b>Tender Box</b>)          FC Sturrock Building Fleming Street          Port Elizabeth</p> <p><b>CLOSING DATE &amp; TIME:</b>          22 March 2017 at 12h00</p> <p><b>VALIDITY PERIOD:</b>          90 Business Days from Closing Date – 02 August 2017</p>
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## SECTION 2

### EVALUATION CRITERIA AND RETURNABLE DOCUMENTS

#### 1 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																													
<b>Administrative responsiveness</b>	<ul style="list-style-type: none"> <li>• Completeness of response and returnable documents               <ul style="list-style-type: none"> <li>➢ Submission of Mandatory Documents / Schedules</li> <li>➢ Submission of Essential Documents / Schedules</li> <li>➢ Submission of Other Documents / Schedules</li> <li>➢ All pages of the tender submission is signed by the Bidder/Respondent</li> </ul> </li> </ul>																													
<b>Substantive responsiveness</b>	<ul style="list-style-type: none"> <li>• Validity of Mandatory Documents / Schedules</li> <li>• Compliance to Transnet Specifications</li> <li>• Pricing Schedule Submitted &amp; All items on Pricing Schedule Priced</li> </ul>																													
<b>Functionality Threshold</b>	<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 60%. Compliance to <b>scope of requirements, equipment and resources, previous experience, and health &amp; safety</b> will be considered as part of the technical evaluation and the test for the Technical and Functional threshold will include the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Technical Criteria</th> <th style="text-align: center;">% Weightings</th> <th style="text-align: left;">RFQ Reference</th> </tr> </thead> <tbody> <tr> <td>Compliance to scope of requirements</td> <td style="text-align: center;">50 %</td> <td><i>Section 9</i></td> </tr> <tr> <td>Equipment, Resources and Previous Experience</td> <td style="text-align: center;">30 %</td> <td><i>Section 8</i></td> </tr> <tr> <td>Health &amp; Safety Plan</td> <td style="text-align: center;">20 %</td> <td><i>Section 10</i></td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Total Weighting:</b></td> <td style="text-align: center;"><b>100%</b></td> </tr> </tbody> </table> <p>The following applicable values will be utilised when scoring each criterion mentioned above:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Points</th> <th style="text-align: left;">Interpretation</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">0</td> <td>Non Responsive</td> </tr> <tr> <td style="text-align: center;">1</td> <td>Poor</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Average</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Good</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Very good</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Excellent</td> </tr> </tbody> </table> <p style="text-align: center;"><b><i>The minimum threshold for technical/functionality [Stage One] must be met or exceeded for a Respondent's Quotation to progress to Stage Two for final evaluation</i></b></p>	Technical Criteria	% Weightings	RFQ Reference	Compliance to scope of requirements	50 %	<i>Section 9</i>	Equipment, Resources and Previous Experience	30 %	<i>Section 8</i>	Health & Safety Plan	20 %	<i>Section 10</i>	<b>Total Weighting:</b>		<b>100%</b>	Points	Interpretation	0	Non Responsive	1	Poor	2	Average	3	Good	4	Very good	5	Excellent
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Points	Interpretation																													
0	Non Responsive																													
1	Poor																													
2	Average																													
3	Good																													
4	Very good																													
5	Excellent																													

<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>
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## 2 Validity Period

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

Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

With regard to the validity period of short-listed bidders, please refer to Section 1, paragraph 9.

This RFQ is valid until **02 August 2017**.

## 3 Disclosure of Prices Quoted

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, ([www.etenders.gov.za](http://www.etenders.gov.za)), as required per National Treasury Instruction Note 01 of 2015/2016.

## 4 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:

<b>Mandatory Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 3 : Quotation Form	
Whether the Bid materially complies with the scope and/or specification given. (Compliance to scope of requirements Statement i.e. Section 9)	
Submission of Health and Safety Plan and Completed Health and Safety Plan Compliance Statement (Section 10)	
Equipment, Resources and Previous Experience (Section 8)	



b) **Essential Returnable Documents**

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

**Essential Returnable Documents required for evaluation purposes:**

***Failure to provide all Essential Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.***

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

<b>ESSENTIAL RETURNABLE DOCUMENTS USED FOR SCORING</b>	<b>SUBMITTED [Yes or No]</b>
- Valid and original (or a certified copy) proof of Respondent's compliance to B-BBEE requirements stipulated in Section 6 of this RFQ:	

**Other Essential Returnable Documents:**

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

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

<b>OTHER ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 4: Certificate of Acquaintance with RFQ Documents	
SECTION 5: RFQ Declaration and Breach of Law Form	
SECTION 6: B-BBEE Preference Claim Form	
SECTION 7 : Certificate of Attendance of Compulsory Site Inspections	
Letter of Good Standing issued by the compensation Commissioner or the Federated Employer's mutual Assurance Company Limited (FEM)	

**5 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.

**SECTION 3****QUOTATION FORM AND CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENT**

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

### Price Schedule

I/We quote as follows for the **office cleaning** services required at the Coega Marshalling Yard, excluding VAT for **Year 1**:

Item No	Description of Service	Unit of Measure	Quantity	Total Price (ZAR)
1	Cleaning of buildings as per scope of requirements: <b>02DA070E, 02DA071E &amp; 02DA072E</b> <b>(Security Facilities at Main Gate, South Cabin &amp; North Cabin)</b>	Per Month	12	
2	Cleaning of buildings as per scope of requirements: <b>11GA173E, 11GA174E, 11GA175E, 11GA176E, 11GA177E, 11GA178E, 11GA179E, 11GA180E</b> <b>(TFR Operations Facilities)</b>	Per Month	12	
3	Refuse Removal (Once every 2 <sup>nd</sup> week) (Contractor to supply own bins: 6 each)	Per Month	12	
4	Supply & Service of Sanitary Bins (6 each)	Per Month	12	
<b>Gross Total (Excluding VAT) :</b>			<b>R</b>	
<b>VAT (If Applicable)</b>			<b>R</b>	
<b>Gross Total (Including VAT) :</b>			<b>R</b>	

I/We quote as follows for the office cleaning services required at the Coega Marshalling Yard, excluding VAT for **Year 2**:

Item No	Description of Service	Unit of Measure	Quantity	Total Price (ZAR)
1	Cleaning of buildings as per scope of requirements: <b>02DA070E, 02DA071E &amp; 02DA072E</b> <b>(Security Facilities at Main Gate, South Cabin &amp; North Cabin)</b>	Per Month	12	
2	Cleaning of buildings as per scope of requirements: <b>11GA173E, 11GA174E, 11GA175E, 11GA176E, 11GA177E, 11GA178E, 11GA179E, 11GA180E</b> <b>(TFR Operations Facilities)</b>	Per Month	12	
3	Refuse Removal (Once every 2 <sup>nd</sup> week) (Contractor to supply own bins: 6 each)	Per Month	12	
4	Supply & Service of Sanitary Bins (6 each)	Per Month	12	
<b>Gross Total (Excluding VAT) :</b>			<b>R</b>	
<b>VAT (If Applicable)</b>			<b>R</b>	
<b>Gross Total (Including VAT) :</b>			<b>R</b>	

Respondent's Signature

Date & Company Stamp

I/We quote as follows for the **garden services** required at the Coega Marshalling Yard, excluding VAT for **Year 1**:

<b>GARDEN AND YARD CLEANING SERVICES – Entrance security Office (784m<sup>2</sup>)</b>				
<b>Description of Service</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Unit Price (ZAR)</b>	<b>Total Price (ZAR)</b>
Provide a garden and yard cleaning service as per required specification.	Per Month	12		
<b>GARDEN AND YARD CLEANING SERVICES – South Cabin (720m<sup>2</sup>)</b>				
Provide a garden and yard cleaning service as per required specification.	Per Month	12		
<b>GARDEN AND YARD CLEANING SERVICES – North Cabin (650m<sup>2</sup>)</b>				
Provide a garden and yard cleaning service as per required specification.	Per Month	12		
<b>GARDEN AND YARD CLEANING SERVICES – Park Homes (1550m<sup>2</sup>)</b>				
Provide a garden and yard cleaning service as per required specification	Per Month	12		
<b>Gross Total (Excluding VAT) :</b>			<b>R</b>	
<b>VAT (If Applicable)</b>			<b>R</b>	
<b>Gross Total (Including VAT) :</b>			<b>R</b>	
<b>ADDITIONAL EXPENSES</b>				
<b>Description of Service</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Total Price (ZAR)</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>	

Respondent's Signature

Date & Company Stamp

I/We quote as follows for the garden services required at the Coega Marshalling Yard, excluding VAT for **Year 2**:

<b>GARDEN AND YARD CLEANING SERVICES – Entrance security Office (784m<sup>2</sup>)</b>				
Description of Service	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
Provide a garden and yard cleaning service as per required specification.	Per Month	12		
<b>GARDEN AND YARD CLEANING SERVICES – South Cabin (720m<sup>2</sup>)</b>				
Provide a garden and yard cleaning service as per required specification.	Per Month	12		
<b>GARDEN AND YARD CLEANING SERVICES – North Cabin (650m<sup>2</sup>)</b>				
Provide a garden and yard cleaning service as per required specification.	Per Month	12		
<b>GARDEN AND YARD CLEANING SERVICES – Park Homes (1550m<sup>2</sup>)</b>				
Provide a garden and yard cleaning service as per required specification	Per Month	12		
<b>Gross Total (Excluding VAT) :</b>			<b>R</b>	
<b>VAT (If Applicable)</b>			<b>R</b>	
<b>Gross Total (Including VAT) :</b>			<b>R</b>	
<b>ADDITIONAL EXPENSES</b>				
Description of Service	Unit of Measure	Quantity	Total Price (ZAR)	
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>	

**SUMMARY COSTING FOR A PERIOD OF 24 MONTHS**

<b>Gross Total (Excluding VAT) for Year 1 (Office Cleaning)</b>	<b>R</b>
<b>Gross Total (Excluding VAT) for Year 2 (Office Cleaning)</b>	<b>R</b>
<b>Gross Total (Excluding VAT) for Year 1 (Garden Services + Additional Expenses)</b>	<b>R</b>
<b>Gross Total (Excluding VAT) for Year 2 (Garden Services + Additional Expenses)</b>	<b>R</b>
<b>Gross Total (Excluding VAT) for Year 1 and 2</b>	<b>R</b>
<b>VAT (If Applicable)</b>	<b>R</b>
<b>Gross Total (Including VAT) for Year 1 and 2</b>	<b>R</b>

Respondent's Signature

Date & Company Stamp

**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) Bidders are advised that they take responsibility for submitting quotations that are correct and without any arithmetical errors. All line items must reflect the correct unit price and total price, after taking into account the quantity. The sum of all line items must correctly reflect the total of all line items, without VAT and including VAT. Transnet may disqualify bidders that submit bids with arithmetical errors

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.

**SECTION 4**

**CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS**

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

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

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

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

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

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

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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



**SECTION 5**

**RFQ DECLARATION AND BREACH OF LAW FORM**

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

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

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

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

ADDRESS:

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

Indicate nature of relationship with Transnet:

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

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

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

**BREACH OF LAW**

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

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

NATURE OF BREACH:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

**SECTION 6****B-BBEE PREFERENCE POINTS CLAIM FORM**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

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

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.5 **Failure on the part of a bidder to submit** a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution **are not claimed**.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- (a) "**all applicable taxes**" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) "**B-BBEE status level of contributor**" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) "**bid**" means a written offer in a prescribed or stipulated form in response to an invitation by an organ

of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"CIPC"** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- (g) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (h) **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (i) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- (j) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (l) **"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;
- (m) **"non-firm prices"** means all prices other than "firm" prices;
- (n) **"person"** includes a juristic person;
- (o) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (p) **"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;
- (q) **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (r) **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (s) **"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
- (t) **"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 will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one

scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

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

#### 4. POINTS AWARDED FOR PRICE

##### 4.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

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

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

5.3 **QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit** on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.

5.4 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

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

**6. BID DECLARATION**

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

**8. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

8.1.1 If yes, indicate:

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

*(Tick applicable box)*

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

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

**9.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....

**9.6 COMPANY CLASSIFICATION**

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

[ TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If 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, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES
1. ....
2. ....

	..... SIGNATURE(S) OF BIDDERS(S)
DATE:	.....
ADDRESS	.....
	.....

**Section 7**  
**CERTIFICATE OF ATTENDANCE: SITE INSPECTION & BRIEFING SESSION**

It is hereby certified that -

1. ....

2. ....

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

attended the site inspection / 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.....



**Section 8: EQUIPMENT, RESOURCES AND PREVIOUS EXPERIENCE**

Schedule of equipment and resources to be used in the execution of this agreement in terms of the Master Agreement. The respondent must state which equipment is immediately available and which will be ordered for.

<b>EQUIPMENT FOR CLEANING</b>	<b>Equipment</b>	<b>Quantity</b>
	Trolley/Buckets	
	Mops	
	Vacuum cleaners	
	Wet floor signs	
	Brooms	
	Feather Dusters	
	Other: Waste Bins Sanitary/SHE Bins	
<b>RESOURCES</b>	<b>Resources</b>	<b>Quantity</b>
	Cleaners	
	Vehicles	
	Other:	

**PREVIOUS EXPERIENCE IN THIS FIELD OF WORK:**

Respondent to indicate below how many years' experience it holds in this field of work and also to provide proof thereof e.g. reference letters, company profile, etc.

<b>Description</b>	<b>Please tick applicable box below</b>
No experience in this field of work	
Experience in this field of work (1 year)	
Experience in this field of work (2 to 3 years)	
Experience in this field of work (4 to 6 years)	
Experience in this field of work (7 to 9 years)	
Experience in this field of work (10 and more years)	

**Section 9: COMPLIANCE TO SCOPE OF REQUIREMENTS STATEMENT**

<b>Scope of Requirements</b>	<b>Write in full Yes/comply. (Positive compliance)</b>	<b>Write in full No/ do not comply. (Negative compliance)</b>	<b>Reasons / Comments for non-compliance to Project Specification.</b>
<b>SCOPE OF REQUIREMENTS FOR CLEANING OF BUILDINGS: DUTIES</b>			
• Clean and service Mess rooms, Locker rooms and Ablution facilities twice per day (early morning and late afternoons).			
• Clean and service offices, other toilet facilities, passages and immediate vicinity of buildings once per day. Please note that the Coega North and Coega South control point buildings are included (offices, kitchen and toilets).			
• Clean all cooking equipment in mess facilities and other facilities (daily).			
• Empty all dust bins to bulk dirt bins daily and bring attention to any disposal shortcomings.			
• Wash floors in Mess rooms, Locker rooms and Ablution facilities twice per week. Linoleum floors to be polished after washing.			
• Wash floors in offices and passages twice per week. Linoleum floors to be polished.			
• Wash windows once per week.			
• Pick up litter and rubbish in outside areas adjacent to building on a daily basis.			
• If cleaning between rail lines is required, an Operations supervisor (e.g. Yard Master) or team leader (e.g. Yard Foreman) from Transnet Freight Rail will supervise this action and ensure personal safety in the active rail yard during this specific cleaning process.			
• Undertake maintenance of small gardens around offices, including lawn-mowing services.			
• Bring any faults in building or facilities to the attention of the Yard Foreman or Yard Master for Operations buildings or Security Supervisor for TFR Security facilities.			
• To undertake other general support tasks as requested by the Yard Master, Senior Admin Official, Operations, Security Supervisor or TFR Security Manager.			

<b>Scope of Requirements</b>	<b>Write in full Yes/comply. (Positive compliance)</b>	<b>Write in full No/ do not comply. (Negative compliance)</b>	<b>Reasons / Comments for non-compliance to Project Specification.</b>
<b>SCOPE OF REQUIREMENTS FOR GARDEN SERVICES: DUTIES</b>			
• The length of the lawns shall be cut with a lawn mower to maintain the height of the grass between 15 and 30mm			
• Remove weeds in yard and on paving as indicated on site meeting			
• 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.			
• Clean and maintain flowerbeds and loosen soil around trees			
• Remove weeds on paving			
• Cleaning and removing of litter such as paper and tins etc.			
• All waste must be removed and dumped at an approved municipal dumpsite			
• The contract is for 24 months and WORK must be performed once a month			

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 Respondent's Signature

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 Date & Company Stamp

**Section 10: HEALTH AND SAFETY PLAN COMPLIANCE STATEMENT**

	<b>Write in full Yes/comply. (Positive compliance)</b>	<b>Write in full No/ do not comply. (Negative compliance)</b>	<b>Reasons / Comments for non-compliance i.r.o. health and safety requirements</b>
<b>Scope of Requirements</b>			
<b>Health and safety Plan</b>			
<b>SHE Organisation</b>			
➤ Health and Safety Committee.			
➤ Composition.			
➤ Frequency of Meetings.			
➤ Minutes of meeting.			
➤ Legal Compliance Audits.			
➤ Audit Report.			
➤ Frequency of Audits.			
➤ Findings and Analysis.			
➤ Corrective Action.			
<b>Risk Assessment/Management</b>			
➤ Task descriptions.			
➤ Risk Identification, Analysis, Mitigating Steps, Monitoring Steps and Review Plan.			
➤ Risk Assessment (Construction Regulation 7)			
<b>Education and Training</b>			
➤ Induction training (Construction Regulation 7(9))			
➤ Site Specific Training.			
➤ Certificate of Competence.			
<b>Emergency Planning – Evacuation plan</b>			
➤ Client procedure.			
➤ Site Procedure.			
<b>Health and Safety Communications</b>			
➤ Safety/Toolbox talks.			
➤ Incident Recall.			

<b>Scope of Requirements</b>	<b>Write in full Yes/comply. (Positive compliance)</b>	<b>Write in full No/ do not comply. (Negative compliance)</b>	<b>Reasons / Comments for non-compliance i.r.o. health and safety requirements</b>
<b>Safe Working Procedures and Methods</b>			
➤ Method Statements.			
➤ Safe Operating Procedures.			
➤ Task/Job observations.			
<b>Personal Protective Equipment and Clothing</b>			
➤ PPE required after all other controls have been considered.			
➤ PPE proof of issue.			