

**TFR**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[Hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No SAZ/1176/2016**

**PROVISION OF CLEANING AND MAINTENANCE SERVICES AT LOOP 8 FOR A PERIOD OF THIRTY SIX (36) MONTHS**

**FOR DELIVERY TO: LOOP 8 IN IRON ORE LINE**

<b>ISSUE DATE:</b>	<b>02 September 2016</b>
<b>COMPULSORY RFQ BRIEFING</b>	<b>14 SEPTEMBER 2016</b>
<b>CLOSING DATE:</b>	<b>22 SEPTEMBER 2016</b>
<b>CLOSING TIME:</b>	<b>10:00</b>

## Section 1

### NOTICE TO BIDDERS

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

**METHOD:** [Courier or Hand Delivered]

**CLOSING VENUE:** See below for closing venue

Proposals must reach the Secretariat, Acquisition Council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

**Closing date and time:** 22 September 2016 AT 10:00 Sharp

**Closing address:** *[Refer to options in Delivery Instructions for RFQ below]*

**No documents will be issued between 12:45 to 13:30**

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

#### A. DELIVERY INSTRUCTIONS FOR RFQ

##### Delivery by Post

If delivered by post, the envelope must be addressed as below and must be dispatched in time for sorting by post office to reach the Secretariat before the closing time of the RFQ:

The Secretariat  
Transnet Acquisition Council  
P O Box 2986  
Bellville,  
7535

The measurements of the "tender slot" are 11cm wide x 45cm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as above.

##### Dispatch by Hand and courier

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

The Secretariat  
Transnet Acquisition Council  
Transnet Park Building  
6<sup>th</sup> Floor  
Robert Sobukwe Road  
Bellville, 7535

Please note deadline for questions/RFQ clarifications is before **12h00 on the 21 September 2016**

Please note that this RFQ closes punctually at **10:00 on 22 September 2016**.

**B. INSPECT / COLLECT DOCUMENTS :**

RFQ documents may be viewed and downloaded directly from the Transnet Freight Rail website by clicking on the RFQ number that is highlighted in red on the website:

(<http://www.transnetfreightrail.co.za/Website/tenders.html>) free of charge

Alternatively, this RFQ may be purchased **at R250.00** [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 **08:00 and 15:00** from **02 September 2016** until **13 September 2016**

**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 Request for Quotation.

RFQ documents may be obtained on and after **Friday, 02 September 2016** at The Secretariat of Transnet Acquisition Council, Transnet Park Building, 6<sup>th</sup> Floor, Robert Sobukwe Road, Bellville, Cape Town during the office hours **08h00 to 15h00**.

**No RFQ documents will be issued between 12:45 to 13:30. The RFQ document will only be issued until 13 September 2016,**

For enquiries regarding collection of documents, contact Susan De Jongh, telephone No. 021 940-3340.

**C. RFQ FEE AND BANKING DETAILS**

**Payment is to be made** as follows:

R 250.00 [inclusive of VAT] per set

Account Name	:	Transnet Freight Rail
Account	:	Standard Bank
Account number	:	203158598
Branch code	:	004805

**The deposit slip must reflect RFQ: SAZ/1176/2016 and the Company Name. Receipt/s to be presented prior to collection of the RFQ /tender document.**

**D. FORMAL COMPULSORY RFQ BRIEFING AND SITE VISIT**

**A Compulsory RFQ briefing will be conducted at Loop 8 in Iron Ore in Saldhna.**

- Respondents to provide own transportation.
- On the **14<sup>th</sup> of September 2016** there will be a Compulsory Site meeting at the different Transnet's Buildings from 11:00 till 12:00.
- Respondents must be equipped with the correct PPE clothing at the site inspection: reflector vest, safety boots. Overnight accommodation will be for the bidders own account.
- Respondents failing to attend the compulsory RFQ briefing and site meetings will be disqualified

**If Respondents/Bidders intend to download the bid off the Portal, they are required to indicate their intention to respond to this bid by 15:00 13 September 2016, by sending an email with their contact details to the following address:**  
[Iwan.theron@transnet.net](mailto:Iwan.theron@transnet.net).

This is to ensure that any required communication (e.g. addenda to the bid) in relation to this bid reaches those intending to respond. As such, please bring along to the briefing session the tender document and the **CONFIRMATION THAT YOU ADVISED TRANSNET OF YOUR INTENTION TO PARTICIPATE IN THIS TENDER.**

**RESPONDENTS FAILING TO ADHERE TO THE ABOVE MAY BE CLASSIFIED AS NON-RESPONSIVE AND MAY BE DISQUALIFIED**

## 1 Responses to RFQ

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

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

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

The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included); and therefore the **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.**

## 3 Communication

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

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

Name: Fhatuwani Mukwevho Email: [Fhatuwani.mukwevho@transnet.net](mailto:Fhatuwani.mukwevho@transnet.net)

Telephone: 021 940 1840

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

Name: Susan De Jongh Email: [Susan.DeJongh@transnet.net](mailto:Susan.DeJongh@transnet.net)

Telephone: 021 940 3340

## 4 Legal Compliance

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

## 5 Changes to Quotations

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

## 6 Pricing

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

## 7 Prices Subject to Confirmation

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

## 8 Binding Offer

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

## 9 Disclaimers

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

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

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

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

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

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

## 10 National treasury central supplier database

In terms of paragraph 5.6 of the NATIONAL TREASURY SCM INSTRUCTION NO 4 OF 2016/2017, which became effective on 1 May 2016, Transnet may only award bids to suppliers after verifying that the supplier is registered as prospective suppliers on the National Treasury Central Supplier Database.

Please follow the following steps to register your company on the National Treasury Central Supplier Database and confirm your registration by submitting your National Treasury "MAAA" supplier reference number.

Step 1: Access the CSD site on <https://secure.csd.gov.za/>

Step 2: Register a new CSD account <https://secure.csd.gov.za/Account/Register>

Step 3: Receive an activation email and click activate account

Step 4: Activate account by requesting and entering the OTP

Step 5: Log in the CSD

Step 6: Complete supplier identification information

Step 7: Complete contact information

Step 8: Complete address information

Step 9: Complete bank account information

Step 10: Complete tax information

Step 11: Complete directors/members information (if non-CIPC company)

Step 12: Complete associations (if relevant)

Step 13: Complete commodities information

Step 14: Complete B-BBEE information (future phase)

Step 15: Maintain users

Step 16: Complete notification information

Step 17: Complete accreditations

Step 18: Click on submit

Step 19: A CSD supplier number and unique registration reference number is auto-generated and communicated.

PREVIEW COPY

## 11 Specification / Scope of Work

### 1.1 SCOPE OF WORK

Daily cleaning of the overnight facilities, cleaning the ground as well as the monitoring of water purification plant.

1.1.1 Cleaning of rooms, bathrooms, toilets, passages, kitchen, dining room, living areas and windows.

1.1.2 Do sanitation and hygiene ie sanitize bathrooms, toilets and urinals.

1.1.3 Do regular pest control on all buildings

1.1.4 Co-ordinate the operation of the sewer works – (Check Septic tanks).

1.1.5 Pumping water from two Bore holes (one borehole is situated at loop camp and another borehole is situated 8 km's west of the loop camp and it will be operated at RO plant situated at the loop camp.

1.1.6 The contractor will be trained in operating the Reverse Osmosis (RO) plant, from the point of the plant, from the point of the cleaning of the borehole water to the final filtration of the borehole water as well as the cleaning of the membranes of the RO plant and the control of the dosing pumps. (Transnet will provide the training for the operation of the RO plant.)

1.1.7 Place domestic waste in black bags and place in refuse area for collection.

1.1.8 Keeping record of residents in record books and undertake reservation bookings.

1.1.9 Maintain and communicate the rules and standards to residents and report any behaviour unbecoming.

### 1.2 MATERIAL AND EQUIPMENT

The successful contractor shall supply all necessary cleaning material and equipment for the proper cleaning of the overnight facilities and maintenance service. **The cost of the supply of cleaning material must be included in the price schedule.**

Description of cleaning material	Frequency per month	Frequency per 6 months
Dish Washing Liquid or similar (super)	3	
Toilet paper (1ply)	4x48	
Black Bags (heavy duty)	300	
Bleach or similar (750ml)	5	
Green Scouring pads	5	
Torch batteries (large)		6
Furniture polish or similar (5 L)	2 x 5L	
Urinal Deo mats	12	
sunlight soap bars or similar	4	
Air freshener	8	
Multi-purpose Insecticide	12	
Lavender Sanitizer or similar	3 x 5L	
Floor polish	2 x 5L	
Toilet bowl cleaner	3 x 5L	
Oven & Grill cleaner	4 x 750 ml	

Mutton cloth		3 x rolls
Brooms		2
Mop		2
Rake		1
Spade		1
Garden broom		1
Floor stripper	2 x 5lts	
Multi- purpose cleaner	6 x 750 ml	
Steel wool	0.5 kg	
Jaye's fluid or similar	2 x 5L	
Rubber gloves (industrial)		2 pairs
Toilet brushes		8
Cockroach bait	12 packets	
Weed killer	1 x 1 L	
Window cleaner	3 x 750 ml	

### **1.3 PEST CONTROL**

The contractor has to allow for insecticide for a pest on an ad-hoc basis and any arrangements must be communicated with the Managers in Charge of that specific project. Notice should be given to the contract manager for control of any pest or vermin needing pest control as a specialist service.

### **1.4 ACCOMODATION**

Transnet Freight Rail will provide accommodation for the contractor for the duration of the contract therefore the contractor shall provide/supply own food etc.



## **2. SPECIAL CONDITIONS**

### **2.1 General**

#### **2.1.1 Samples**

Samples of Cleaning Materials (Soaps, Detergents, and Toilet Paper etc) will be required by the shortlisted bidders, and will be kept for the duration of the contract to ensure that the quality of the cleaning materials and toilet papers does not deteriorate. Should this be found to be the case, the required penalties as a percentage of the Invoice value will apply!

### **2.2 Pricing**

Payments will be made monthly, in arrears, within (30) days after the receipts of a **TAX INVOICE**. No provision shall be entertained for no wage increases during the contract period.

### **2.3 Duration of Contract**

This contract is provisionally for a period of 36 months (three Years)

### **2.4 Time to complete the work and penalties**

The successful tender shall be required to complete the whole work, as set out in the Project Specification. As the service is required seven days a week, correction to the defective work or complaint has to be completed within 24 hours. Transnet Freight Rail will enter into a Service Level Agreement with the successful bidder.

### **2.5 Damage to Property and/or Services**

The contractors shall take adequate precaution against damage to existing assets and injury to persons during the course of the contract. The successful tender will be responsible for the repairs and/or the costs incurred in such repairs to any damages caused to TRANSNET'S property by the successful tenderers staff the carrying out of the required work.

### **2.6 Staff Matters**

#### **2.6.1 Staff Compliment**

The full staff compliment as quoted in the tender document must be present at all times on site. This means the number of people on duty from the contractor staff compliment on site during normal working hours. Working hours are between 07:30 and 16:00 – Monday to Fridays and where request to work on a Saturday (Excluding public holidays)

<b>Staff Required</b>	<b>1 Male</b>
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#### **Relief Staff**

The contractor is to provide temporary staff as life for any period of absenteeism and illness. Failure to have a replacement person on duty will mean that the contractor will have to alter his /her tax invoice to make allowance for the period not covered by his personnel. It is in the interest of the contractor to keep accurate records of attendance of staff.

## **2.7 HEALTH AND SAFETY PLAN REQUIRED**

The respondents tendering for this project must make sure that they include the following points when compiling their Health, risk and safety plan and have an obligation under **workplace health and safety ACT 1995**.

### **2.7.1 SHE Organisation**

2.7.1.1 Health and Safety Representative.

2.7.1.2 Corrective Action.

### **2.7.2 Project Security**

2.7.2.1 Security Risks Identified.

2.7.2.2 Access Control.

### **2.7.4 Safe Working Procedures and Methods**

2.7.5.1 Safe Operating Procedures.

2.7.5.2 Task/Job observations.

### **2.7.5 Personal Protective Equipment and Clothing**

2.7.6.1 PPE required after all other controls have been considered.

2.7.6.2 PPE proof of issue.

## **2.8 GENERAL**

2.8.1 All users of machinery/equipment will wear the PPE (relevant safety clothes) as specify for that Equipment.

2.8.2 All users of machinery/equipment have to be trained and be familiar with the use of it.

2.8.3 The Respondent and his team must at all times adhere to the following TFR safety specifications:

2.8.4 It will be preferred from the respondent to at all times make use of the same team each week. Medical certificates of all employees must be supplied once contract is signed to make sure that they are fit to work.

2.8.5 All cleaning chemicals should be an acceptable standard meaning SABS approved or equivalent. All equipment to be kept in a good and safe condition at all times and to comply with all safety regulation, including all extension cords, etc.

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

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

**Returnable Document**

<p align="center"><b>RFQ FOR CLEANING OVERNIGHT FACILITIES IN LOOP 8 IN SALDAHNA ON THE IRON ORE LINE FOR PERIOD OF 36 MONTHS</b></p> <p align="center"><b>CLOSING VENUE: CLOSING VENUE: THE SECRETARIAT, TRANSNET ACQUISITION COUNCIL, 06<sup>TH</sup> FLOOR, TRANSNET PARK, ROBERT SOBUKWE ROAD, BELLVILLE</b></p> <p align="center"><b>CLOSING DATE &amp; TIME: 22 September 2016 AT 10:00</b></p> <p align="center"><b>VALIDITY PERIOD: 90 Business Days</b></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:

<b>Criterion/Criteria</b>	<b>Explanation</b>
<b>Administrative responsiveness</b>	Completeness of response and returnable documents
<b>Substantive responsiveness</b>	<p>Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.</p> <ul style="list-style-type: none"> <li>• Written Reference</li> <li>• Health and Safety Plan</li> <li>• Technical Compliance Sheet - <b>Annexure A.</b></li> </ul>
<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 70 % Health, Risk and Safety Plan, Previous / Current relevant experience. Will be considered as part of the technical evaluation.
<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 Section 5: B-BBEE Claim Form.</li> </ul>

**Returnable Document**

**Functionality - (Minimum threshold of 70 %)**

Technical Criteria	Weightings (%)
<b>Technical capability</b>	
Reference letter (Proof to be submitted of similar projects of this scope and verified via a written reference by customer/s. must include the following but not limited to: value of the projects, number of projects, company name, contact details & contract period).	40%
Health and Safety Plan must include the following but not limited to: ( Safe Working Procedures and method, SHE Management organisation, Personal Protective Equipment and Clothing and Project Security).	60%
	<b>100%</b>

***The test for meeting the SD threshold [Stage Three] must be passed for a Respondent's proposal to progress to Stage Four for further evaluation***

**2 Validity Period**

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

This RFQ is valid until **20 January 2017**

**3 Disclosure of Prices Quoted**

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

YES ☐ NO ☐

**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:

**Returnable Document**

<b>Mandatory Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 3 : Quotation Form ( Price Schedule- To be completed in full )	
- Written References	
- Health and Safety Plan	
- Technical Compliance Sheet - Annexure A	

- 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.***

<b>Essential Returnable Documents</b>	<b>Submitted [Yes or No]</b>
- SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Form	
- SECTION 5 : RFQ Certificate of attendance of compulsory RFQ briefing and site visit	
- Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Section 5: B-BBEE Claims Form Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
- SECTION 6 : B-BBEE Preference Points Claim Form	
- SECTION 7 : RFQ clarification request form	
- Letter of good standing from Compensation Commissioner	

**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.

**Returnable Document**

**SECTION 3  
QUOTATION FORM**

I/We \_\_\_\_\_

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

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

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

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

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

**Price Schedule**

I/We quote as follows for the service required for cleaning overnight facilities and maintenance services for period of 36 months excluding VAT: (price Schedule to Completed in full)

Location of Building	Asset No	Area M <sup>2</sup>	Rate M <sup>2</sup>	Total Price per Months	Total Price for 12 months (Year 1) Excl Vat (Year 1)	Total Price for Year 2 (ZAR)	Total Price for Year 3 excl Vat (ZAR)	Total Price for 3 years Excl (ZAR)
<b>Loop 8 Buildings</b>								
Main Hostel	02BA182S	353.9						
Sub Hostel 1	02BA181S	163.6						

Respondent's Signature

Date & Company Stamp

**Returnable Document**

Sub Hostel 2	02BA349S	157.4						
House Asset	01BA773S	88.3						
Ground Asset	SBS 0326	2513.5						
Reverse Osmosis Plant Asset	06LA040S	Per month						
<b>TOTAL (Excl.Vat) FOR PERIOD OF 12 MONTHS</b>								

Indicate Cost Breakdown and total cost per month as per below table:

DESCRIPPTION	NUMBER OF STAFF	RATE PER DAY	PRICE PER MONTHS	YEAR 1	YEAR 2	YEAR 3	TOTAL PRICE FOR PERIOD OF 36 MONTHS (3 YEARS)
Wages - Weekdays							
Uniform Clothing							
Profit Margins							
Consumables and Equipment							
OTHERS							
<b>TOTAL (Excl.Vat ) PER MONTH</b>							

**1.1.1 NB: Samples**

Samples of Cleaning Materials (Soaps, Detergents, Toilet Paper etc) will be required by the shortlisted bidders, and will be kept for the duration of the contract to ensure that the quality of the cleaning materials and toilet paper does not deteriorate. Should this be found to be the case, the required penalties as a percentage of the Invoice value will apply!

**Returnable Document**

**PRICE/RATES TO BE HELD FIRM FOR 12 MONTHS**

**Bidders are obligated to supply the percentage breakdown of the presented price (this information is mandatory. Failing to supply this information, your bid may be disqualified).**

DESCRIPTION	PERCENTAGE	YEAR 1	YEAR 2	YEAR 3	TOTAL FOR 36 MONTHS
Labour	%				
Consumables & Equipment	%				
Profit/Margin	%				
<b>Total</b>					

**Delivery Lead-Time from date of purchase order:** \_\_\_\_\_ **[days/weeks]**

**Notes to Pricing:**

- All Prices must be quoted in South African Rand, exclusive of VAT
- To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- All prices to be fixed for the first 12 months and will escalate as per CPI and labour regulations for the remainder of the contract.

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: \_\_\_\_\_

**Returnable Document**

**SECTION 4**

**RFQ DECLARATION AND BREACH OF LAW FORM**

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

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

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

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

ADDRESS:

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

Indicate nature of relationship with Transnet:

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

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*[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:

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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 _____

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**FOR CLEANING OVERNIGHT FACILITIES AND MAINTENANCE SERVICE PERIOD  
OF 36 MONTHS**

**SECTION 6: 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 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

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for the execution of a contract;

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

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person; and

- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

**3. ADJUDICATION USING A POINT SYSTEM**

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

**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***

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**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.
- 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.

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- 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



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**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.....

**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;

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- (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:.....

PREVIEW COPY

Date & Company Stamp

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**ANNEXURE – A**

**TECHNICAL COMPLIANCE SHEET – SAZ/1176/2016**

The compliance response is to contain ONLY the following statements, **“Comply”**, or **“Do not comply”**.

Where either **“Do not comply”** is inserted, remarks as to the reason for the deviation from the requirement is required

Main Specification: SAZ/1176/2016			
Item	Specification Clause No.	Compliance Response	Explanation / Deviation / Reason
1	Clause 1.1		
2	Clause 1.1.1		
3	Clause 1.1.2		
4	Clause 1.1.3		
5	Clause 1.1.4		
6	Clause 1.1.5		
7	Clause 1.1.6		
8	Clause 1.1.7		
9	Clause 1.1.8		
10	Clause 1.1.9		
11	Clause 1.2		
12	Clause 1.3		
13	Clause 1.4		
13	Clause 2.1.1		
15	Clause 2.3		
16	Clause 2.4		
17	Clause 2.5		
18	Clause 2.6		
19	Clause 2.7		

**Respondent's Signature:** \_\_\_\_\_