



**TRANSNET FREIGHT RAIL**  
an Operating Division of  
**TRANSNET LIMITED**  
(Registration No. 1990/000900/06)

**REQUEST FOR QUOTATION (“RFQ”)**

**RFQ NUMBER EMPBB155**

**PROVISION OF CLEANING AND MAINTENANCE OF GARDENS IN THE VRYHEID  
AREAS FOR A PERIOD OF TWO YEARS**

**ISSUE DATE : 06 October 2009**  
**CLOSING DATE : 03 November 2009**  
**CLOSING TIME : 10H00**  
**OPTION DATE : 25 March 2010**

**Please note that late responses and those delivered or posted  
to the incorrect address will be disqualified.**



**RFQ NUMBER EMPBB155**

**PROVISION OF CLEANING AND MAINTENANCE OF GARDENS IN THE VRYHEID AREA  
FOR A PERIOD OF TWO YEARS**

**SCHEDULE OF DOCUMENTS**

**Section**

- 1. Notice to Bidders**
- 2. Background, Overview and Scope of Requirements**
- 3. Quotation Form**
- 4. Resolution of Board of Directors (Respondent's Representative)**
- 5. Certificate of Acquaintance with RFQ Documents**
- 6. Service Fees and Costs**
- 7. General Tender Conditions (CSS5 – Services)**
- 8. Standard Terms and Conditions of Contract (US7 - Services)**
- 9. Certificate of Attendance of Information briefing session**
- 10. Schedule of plant**
- 11. E4E - Safety arrangements and Procedural Compliance**
- 12. Transnet Supplier Declaration/ Application form**



## SECTION 1

### RFQ NUMBER EMPBB155

### PROVISION OF CLEANING AND MAINTENANCE OF GARDENS IN THE VRYHEID AREA FOR A PERIOD OF TWO YEARS

#### NOTICE TO BIDDERS

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

On or after 06 October 2009 the RFQ documents may be inspected at, and are obtainable from the office of The Chairman, Transnet Freight Rail, Room 201-F, Malahle House, 4 Kiewiet Street, Empangeni, 3880 on payment of an amount R150.00 (VAT inclusive) (per set)., to be made to Freight Rail at the Standard Bank, account number 203158598, Brand-4805, ref no. EMPBB155. **The official Bank receipt(s) franked with the official Bank stamp to be provided with on the collection of a tender document. This amount is not refundable..**

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

2. A **compulsory** Information briefing session will be conducted on the 16 October 2009, at the Transnet Freight Rail, 227 Mark Street, Boardroom, Vryheid 3100, at 9h00. After the briefing session, all sites in Vryheid will be visited . The visits will be compulsory. **(Respondent to provide own transportation and accommodation).**

Respondents failing to attend the compulsory briefing session and site visits will be disqualified.

Respondents without a valid RFQ document in their possession will not be allowed to attend the briefing session.

**The briefing session will start punctually at 9h00 and Respondents arriving late will not be accommodated.**

For specific queries before the closing of the RFQ, the following Transnet employee(s) may be contacted by email only:

Name : Barbara Bhengu  
Division : Supply Chain Services  
Phone No : 035 906 7669  
Email : [Barbara.Bhengu@transnet.net](mailto:Barbara.Bhengu@transnet.net)



3. Quotations in duplicate must reach the Chairman, Transnet Freight Rail 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:

<b>RFQ No</b>	<b>: RFQ No : EMPBB155</b>
<b>Description</b>	<b>: Cleaning and maintenance of gardens in the Vryheid area</b>
<b>Closing date and time</b>	<b>: 03 November 2009 at 10h00</b>
<b>Closing address (refer options paragraph 4 below )</b>	

4. **DELIVERY INSTRUCTIONS FOR THIS RFQ**

- 4.1 **If posted**, the envelope must be addressed to the Chairman, Transnet Freight Rail Acquisition Council, P O Box 4244, Johannesburg, 2000 and must be dispatched in time for sorting by the Post Office to reach the Chairman before the closing time of the RFQ. In the event of the late receipt of a Quotation, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 4.2 **If delivered by hand**, the envelope is to be deposited in the TRANSNET tender box which is located at the main entrance, Ground Floor, Inyanda House, 21 Wellington road, Parktown, Johannesburg, and should be addressed as follows:

<b>THE CHAIRMAN TRANSNET FREIGHT RAIL ACQUISITION COUNCIL GROUND FLOOR, INYANDA HOUSE 21 WELLINGTON ROAD PARKTOWN JOHANNESBURG 2001</b>
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The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are not 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.

**It should also be noted that the above tender box is located at the main entrance and is accessible to the public 24 hours per day, 7 days a week.**

- 4.3 **If dispatched by courier**, the envelope must be addressed as follows and delivered to the Chairman, Transnet Freight Rail Acquisition Council and a signature obtained from that Office.

<b>THE CHAIRMAN TRANSNET FREIGHT RAIL ACQUISITION COUNCIL GROUND FLOOR, INYANDA HOUSE 21 WELLINGTON ROAD PARKTOWN JOHANNESBURG 2001</b>
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5. Please note that this RFQ closes punctually at 10:00 on Tuesday **03 November 2009**.



6. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."
7. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
8. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
9. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. service fees, deliverables, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
10. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope. All envelopes must reflect the return address of the Respondent on the reverse side.
11. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 22 (*Alterations made by the Respondent to Tendered Prices*) of the General Tender Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.
12. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")**

TRANSNET fully endorses and supports the South African Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including, but not limited to enterprise development, subcontracting and Joint Ventures) as part of their RFQ responses.

Transnet would accordingly allow a "preference" in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act, 5 of 2000 (as amended), to companies who provide a BBBEE Accreditation Certificate. All procurement and disposal transactions in excess of R30 000 (thirty thousand S.A. Rand) will be evaluated accordingly. All transactions below this R30 000 will, as far as possible, be set aside for Exempted Micro Enterprises (EMEs).

TRANSNET consequently urges Respondents (Large Enterprises and QSE's - see below) to have themselves duly accredited by any one of the Accreditation Agencies approved by SANAS (the South African National Accreditation Systems, under the auspices of the DTI).

In terms of Government Gazette No 32094, Notice No 354 dated 23 March 2009, as from 1 August 2009 only BBBEE Accreditation Certificates issued by SANSAS approved verification agencies will be valid.

However Accreditation Certificates issued before 23 March 2009, and which are still within their one (1) year validity period, will still be acceptable, until their expiry date provided that the accreditation was done in accordance **with the latest Codes (i.e. those promulgated on 9 February 2007)**.

BBBEE Accreditation Certificates issued after the published date i.e 23 March 2009, by a Verification Agency not approved by SANSAS, will **NOT** be acceptable as from 23 March 2009.

12.1 Enterprises will be rated by such Accreditation Agencies based on the following:



- (a) **Large Enterprises (i.e. annual turnover >R35 million):**
  - Rating level based on all 7 (seven) elements of the BBBEE scorecard
  - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (b) **Qualifying Small Enterprises – QSE (i.e. annual turnover between R5 million and R35 million):**
  - Rating based on any 4 (four) of the elements of the BBBEE scorecard
  - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5 million are exempted from being rated or verified):**
  - Automatic rating of Level 4 rating, irrespective of race of ownership, i.e. 100% BBBEE recognition
  - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE, i.e. 110% BBBEE recognition
  - EME's should only provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually from their Auditors / Accounting Officers)

12.2 In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies, must state in their RFQs the percentage, of the total contract value that would be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and / or sub-contractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFQ response to enable Transnet to evaluate / adjudicate all RFQs received on a fair basis.

12.3 Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) as stipulated above to TRANSNET.

<p><b>Turnover:</b> Indicate your company's most recent annual turnover:</p> <p>R.....</p>
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- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership.
- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rated agency.

12.4 The DTI has created an online **B-BBEE Registry** (<http://www.dti.gov.za>) in order to provide a central and standardized source of the B-BBEE status of all entities, and to facilitate the flow of this information amongst entities by providing a Unique Profile Number (UPN) per each listing. Existing and prospective suppliers are therefore urged to list their B-BBEE status on the DTI Registry. Hence, entities verified by DTI, will receive the following benefits:

- Their BBBEE status will be verified and confirmed by the DTI, before listing on the Registry



- Listing on the Registry will provide suppliers the option to market themselves on the DTI B-BBEE Opportunities Network. This is a search engine that is designed to help businesses find B-BBEE compliant entities who match specific requirements in terms of the nature of services/goods provided, region, B-BBEE status or other search criteria.

Transnet supports this DTI initiative and will use the DTI Registry to verify prospective and existing suppliers' BBBEE credentials.

- 12.5 Kindly provide Transnet with your DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

<b>DTI BBBEE UNIQUE PROFILE NUMBER</b> .....
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- 12.6 Failure to submit your BBBEE information in terms of 14.3 and/or 14.5 (above) will result in a score of zero being allocated for BBBEE evaluation.

**13. SOCIO-ECONOMIC OBLIGATIONS FOR FOREIGN RESPONDENTS**

Foreign Respondents' socio-economic obligations under this procurement programme will fall under the associated Government initiative, namely, the Competitive Supplier Development Programme ("CSDP") as developed by the Department of Public Enterprises, details of which are appended hereto at Annexure A.

**14. COMMUNICATION**

Respondents are warned that a response will be liable to 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 enquiries relating to the RFQ to the Transnet employee as indicated in clause 2 above, and may also at any time after the closing date of the RFQ, communicate with the Chairman of the Transnet Acquisition Council, at telephone number 011 544 9486 or fax no. 011 774 9129/ 011 774 9186 on any matter relating to its RFQ response.

**15. RFQ SCHEDULE**

Respondents will be contacted as soon as practicable with a status update. At this time short-listed Respondents may be asked to meet with Transnet representatives at a location to be agreed.

**16. INSTRUCTIONS FOR COMPLETING THE RFQ**

- (i) Sign one set of documents (sign and date the bottom of each page). This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set can be a copy of the original signed Quotation.
- (ii) Both sets of documents to be submitted to the address specified above.
- (iii) The following returnable documents must accompany all Quotations:



- Respondent's latest audited financial statements;
- Respondent's valid Tax Clearance Certificate.

**17. COMPLIANCE**

The successful Respondent (hereinafter referred to as the “**Supplier**”) shall be in full and complete compliance with any and all applicable State and Local Laws and Regulations.

**18. ADDITIONAL NOTES:**

- All returnable documents as indicated in the Quotation Form (Section 3) must be returned with the response
- Respondents are to note that Quotations in which firm prices are quoted for the duration of any resulting contract may receive precedence over prices which are subject to adjustment
- Changes by the Respondent to its submission will not be considered after the closing date
- The person or persons signing the Quotation must be legally authorised by the Respondent to do so (Refer Section 4). A list of those person(s) authorised to negotiate on your behalf (if not the authorised signatories) must also be submitted along with the Quotation together with their contact details.
- All prices must be quoted in South African Rands
- Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents and may wish to visit the Respondent's place of work during this process.

**NB: Unless otherwise expressly stated, all Quotations furnished pursuant to this Request shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated. Transnet reserves the right to reject any or all offers.**

**FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS  
MAY RESULT IN A QUOTATION BEING REJECTED**

**19. DISCLAIMERS**

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

- modify the RFQ's Services 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
- reject all Quotations, if it so decides
- award a contract in connection with this Quotation at any time after the RFQ's closing date
- award only a portion of the proposed Services which are reflected in the scope of this RFQ



- split the award of the contract between more than one Supplier
- make no award of a contract

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

**20. LEGAL REVIEW**

Any Quotation submitted by a Respondent is subject to review and negotiation of the proposed contract by Transnet's Legal Counsel.

Respondents to complete this section:

NAME OF RESPONDENT .....

PHYSICAL ADDRESS .....

.....

Respondent's contact person:

Name.....

Designation.....

Telephone.....

Cell Phone.....

Facsimile.....

Email.....

Website.....

**PREVIEW COPY ONLY**

**Transnet urges its clients, suppliers and the general public to report any fraud or corruption on the part of Transnet's employees to TIP-OFFS ANONYMOUS : 0800 003 056**



## SECTION 2

RFQ NUMBER EMPBB155

### PROVISION OF CLEANING AND MAINTENANCE OF GARDENS IN THE VRYHEID AREA FOR A PERIOD OF TWO YEARS

#### **BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS**

##### **1. BACKGROUND**

Provision of cleaning and maintenance of gardens in the Vryheid area for a period of two years.

##### **2. SCOPE OF REQUIREMENTS**

- 2.1 The work consists of normal cleaning and garden maintenance on a weekly basis to all the lawns and flowerbeds etc.

##### **3. TECHNICAL DETAIL**

- 3.1 Cutting of lawn areas and trimming of edges **weekly**.
- 3.2 Cultivating, digging and pruning of flowerbeds **2 times per month**.
- 3.3 Removal of all dead flowers and pruning of trees as required by the Project Manager from time to time.
- 3.4 Removal of garden refuses **weekly**.
- 3.5 Every stoep at all entrances must be swept, as well as the paving and tarred road in front of the buildings.

##### **4. CONTRACTUAL DETAIL**

- 4.1 Tenderers have to attend a compulsory site. Venue to be announced
- 4.2 The contract to be concluded for a period of **24 months** as determine in the letter of acceptance to the successful tenderer, there-for it is expected of the tenderer to price each item in the Schedule of Works and Prices as stipulated.

##### **5. PERFORMANCE MONITORING AND EVALUATION:**



- 5.1 The Contractor shall at all times be responsible for supervision of work and for follow up inspections to monitor the successful service rendered. He / She shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved
- 5.2 The Manager (or his deputy) shall at any time during the contract period carry out inspections of the Contractors performance methods and procedures.
- 5.3 A checklist to be provided at every service point to be filled in by servicing person on completion of tasks

**6. PENALTIES:**

No penalties will apply to this contract, but no payment will be made for any work not done, or any rejected work.

**7. RETENTION MONEY:**

No retention money will apply to this contract.

**8. PAYMENTS:**

Payments will be done once a month after receiving the tax invoice and a full detail list of all work done during that month

The Technical Officer from Spoornet will certify on the invoice that he agree that all work was done according to the contract.

**9. ESCALATION:**

No provision shall be entertained for any escalation nor for statutory wage increases during the contract.

**10. DAMAGE TO PROPERTY AND / OR SERVICE:**

The Contractor shall take adequate precaution against damage to existing assets and injury to persons during the course of the contract.

The successful Tenderer will be responsible for the repairs and / or the costs incurred in such repairs to any damages caused to Transnet Freight Rail's property by the successful Tenderers' staff during the execution of the required work.



**11. COMPLETION OF TENDER DOCUMENTS:**

All tender documents must be complete in full and no correction ink (tippex) must be used.

Please attached TAX clearance certificate, full detail / documents of partners, etc.

Full detail / information of previous contracts must be complete on the E4.C document.

Tenderers can be disqualified by failing on completion of some tender documents.

**12. GENERAL INFORMATION**

The service provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.

The service provider(s) must provide the identified information requested and comply with the requirements stated in the RFQ.

For this contract, the service provider (s) shall timorously familiarize himself / herself with the existing conditions of the sites and ensure that his/ her tender prices include all work necessary to achieve the required service.

The service provider (s) is to adhere to the laid down SABS standard with regards to protective clothing, storing of chemical and the use of chemicals.

The person, who will physically apply and use the chemicals, must comply with all legal requirements.

All procedures, alternative procedures, chemicals to be used and additional conditions must be embodied in an accompanying letter.

**13. EXCHANGE AND REMITTANCE**

The attention of the Respondents is specially directed to clause 7 (*Exchange and Remittance*) of the General Tender Conditions Form CSS5. The Respondent is also to note that the particulars of the exchange rate on which the Respondent has based its tendered price(s), is/are to be stipulated hereunder only if Transnet is requested by the Respondent to effect payment overseas direct to the Respondent's principal/supplier.

(a)	ZAR1.00 (South African currency) being equal to ..... (foreign currency). .....% in relation to tendered price(s) (.....) to be remitted overseas by Transnet.
(b)	..... (Name of country to which payment is to be made)



(c)	<b>Beneficiary details :</b>
	Name (Account holder) .....
	Bank (Name and branch code).....
	Swift code .....
	Country .....
(d)	..... (Applicable date of Exchange Rate used)

**14. NATIONAL RAILWAY SAFETY REGULATOR ACT**

In compliance with the **National Railway Safety Regulator Act, 16 of 2002**, the successful Respondent (the “Supplier”) shall ensure that the Services to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set forth in this RFQ, and shall thereby adhere to railway safety requirements and/or regulations. Permission for the engagement of a subcontractor by the Supplier, as applicable, both initially and during the course of a contract, shall be subject to a review of the capability of the proposed subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organisation.

**Accepted:**

<b>YES</b>		<b>NO</b>	
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**15. SERVICE LEVELS**

- Experienced national account representative/s to work with Transnet’s sourcing/procurement department (no sales representatives are needed for individual department/locations). Additionally there shall be a minimal number of people, fully informed and accountable for this agreement.
- Transnet will have quarterly reviews with the Supplier’s account representative on an ongoing basis.
- Transnet reserves the right to request that any member of the Supplier’s team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- Supplier guarantees that it will achieve a 95% service level on the following measures. If the Supplier does not achieve this level as an average over each quarter, Transnet will receive a 1.5% rebate on quarterly fees payable in the next quarter:
  - .....
  - .....



➤ .....

- Supplier must provide a toll-free number or alternative number for customer service calls.
- Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty, giving 30 (thirty) days' notice to the Supplier.

**Accepted:**

YES	
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NO	
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**16. CONTINUOUS IMPROVEMENT INITIATIVES AND VALUE ADD**

Respondents shall indicate whether they are committed to participate in the continuous improvement initiatives of Transnet to reduce the overall cost of transportation within South Africa during the duration of the contract.

**Accepted:**

YES	
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NO	
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If "yes", please specify.

Respondents must briefly describe their commitment to the continuous improvement initiatives and give examples of specific areas and strategies where cost reduction initiatives can be introduced. Specific areas and proposed potential savings percentages should be included. Additional information can be appended to the Respondent's Quotation if there is insufficient space available.

PRIEVIEW COPY ONLY





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(iii) compliance with the Occupational Health and Safety Act, 85 of 1993 (refer clause 8.1(f) of Form US7)

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(iv) compliance with the National Railway Safety Regulator Act, 6 of 2002 (refer clause 16 above)

.....

.....

.....

**18. REFERENCES**

Please indicate below the company names and contact details of existing customers whom Transnet may contact to seek third party evaluations of your current service levels:

Name of Company	Contact Person	Telephone number

**19. EVALUATION CRITERIA**

Transnet will utilise the following criteria (not necessarily in this order) in choosing a Supplier, if so required:

- Pricing (fees) - Whilst not the sole factor for consideration, competitive pricing will be critical in indicating how much you value Transnet's business
- Compliance with list of returnable documents



- Act 85 Compliance
- Contractor suitability
- Previous performance/ Track record/ References
- Supervisory staff
- Correct plant and equipment
- BBBEE status of company

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Respondent's Signature

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Date and Company Stamp



### SECTION 3

RFQ NUMBER EMPBB155

#### PROVISION OF CLEANING AND MAINTENANCE OF GARDENS IN THE VRYHEID AREA FOR A PERIOD OF TWO YEARS

#### QUOTATION FORM

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

(name of company, close corporation or partnership)

of (full address) \_\_\_\_\_

carrying on business under style or title of (trading as) \_\_\_\_\_

represented by \_\_\_\_\_

in my capacity as \_\_\_\_\_

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as the case may be, dated \_\_\_\_\_ a certified copy of which is annexed hereto, hereby offer to supply the above-mentioned Services at the prices quoted in the schedule of Service Fees in accordance with the terms set forth in the accompanying letter(s) reference \_\_\_\_\_ and dated \_\_\_\_\_ (if any) and the documents listed in the accompanying schedule of RFQ documents.

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

- (i) Standard Terms and Conditions of Contract, Form No. US7 - Services;
- (ii) General Tender Conditions, Form CSS5 – Services; and
- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Quotation form; and;-

I/We accept that unless Transnet should otherwise decide and so inform me/us in the facsimile or letter of acceptance, 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.

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



Should Transnet decide that a formal contract should be signed and so inform me/us in the facsimile or letter of acceptance, this Quotation (and, if any, its covering letter and any subsequent exchange of correspondence) together with Transnet's letter of acceptance/intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

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

I/We accept that any contract resulting from this offer will be for a period of TWO YEARS only; and agree to a penalty clause to be negotiated with Transnet, which will allow Transnet to invoke a penalty (details to be negotiated) against us should the delivery of the Services be delayed due to non-performance by us.

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

Respondent to indicate *domicillium citandi et executandi* hereunder:

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

**NOTIFICATION OF AWARD OF RFQ**

As soon as possible after approval to award the contract/s, the successful Respondent (the Supplier) will be informed of the acceptance of its Quotation. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier and the reason as to why their Quotations have been unsuccessful, for example, in the category of price, delivery period, quality, BBBEE status or for any other reason.

**VALIDITY PERIOD**

Transnet desires a validity period of 3 (three) months (from closing date) against this RFQ. It should be noted that Respondents may offer an earlier validity period, but that their Quotations may be disregarded for that reason. Should Respondents be unable to comply with this validity period, an alternative validity period must be stated hereunder:

This RFQ is valid until \_\_\_\_\_ (State alternative validity period/date).



**TAX (VAT) REGISTRATION NUMBER**

The Respondent must state hereunder the tax registration number which is applicable to Value-Added Tax:

\_\_\_\_\_

**TAX CLEARANCE CERTIFICATE**

Respondents are required to forward a valid copy of their company's Tax Clearance Certificate with their Quotation.

Indicate tax clearance certificate expiry date: \_\_\_\_\_

**BANKING DETAILS**

BANK: \_\_\_\_\_

BRANCH NAME / CODE: \_\_\_\_\_

ACCOUNT HOLDER: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

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

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

(i) Registration number of company / C.C. ....

(ii) Registered name of company / C.C. ....

(iii) Full name(s) of director/member(s)      Address/Addresses      ID Number/s

Full name(s) of director/member(s)	Address/Addresses	ID Number/s
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

**REGISTRATION CERTIFICATE**

Respondents must submit a certified copy of their company's Registration Certificate with their Quotations.

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp



**NAME AND ADDRESS OF ACCREDITED AGENT**

Provide hereunder, if applicable, details of the accredited agent in the Republic of South Africa appointed as local representative by foreign Respondents and whose address shall be regarded as the Respondent's domicilium citandi et executandi in terms of the Standard Terms and Conditions of Contract, US7 – Services.

Name	.....
Address	..... .....

**CONFIDENTIALITY**

All information related to a subsequent contract, both during and after completion, is to be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to Transnet's business, written approval to divulge such information will have to be obtained from Transnet.

**DISCLOSURE OF PRICES TENDERED**

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

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

**DECLARATION**

Respondents to declare hereunder whether any family and/or direct relationship exists between any of the owners / members / directors / partners / shareholders (unlisted companies) of the responding company and any employee or board member of the Transnet Group:

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

If YES, please indicate below:

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

ADDRESS

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Indicate nature of relationship (if any):

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

**PRICE REVIEW**

Transnet will be benchmarking this price offering(s) against the lowest price received as per the benchmarking exercise. If the Respondent’s price(s) is/are found to be higher than the benchmarked price(s), then the Respondent shall match or better such price(s) within 30 days - failing which the Contract may be terminated at Transnet’s discretion or the particular item(s) or service(s) purchased outside the contract.

**RETURNABLE DOCUMENTS**

Respondents are required to submit the following returnable documents with their responses (see tick):

<b>Notice to Bidders – Section 1</b>	√
<b>Background overview – Section 2</b>	√
<b>Quotation Form – Section 3</b>	√
<b>Resolution of Board of Directors (Respondent’s Representative) - Section 4</b>	√
<b>Certificate of Acquaintance with RFQ Documents – Section 5</b>	√
<b>Pricing - Section 6</b>	√
<b>General Tender Conditions - Form CSS5 – Section 7</b>	√
<b>Conditions of Contract - Form US7 – Section 8</b>	√
<b>Certificate of attendance of Information Briefing – Section 9</b>	√
<b>Schedule of Plant and Equipment – Section 10</b>	√
<b>E4E – Safety arrangements and Procedural compliance – Section 11</b>	√
<b>Transnet Supplier Declaration/Application</b>	√
<b>Copy of cancelled cheque or letter from the bank verifying banking details (with bank stamp)</b>	√
<b>Certified Copy of Identity document of Shareholders/Directors/Members (where applicable)</b>	√
<b>Certified Copy of Certificate of Incorporation and CM29/ and C/CK2 (if CC)</b>	√
<b>Certified Copy of Share Certificates of Shareholders, CK1</b>	√
<b>A Letter with the company’s letterhead confirming physical and postal addresses</b>	√
<b>Original or certified copy of SARS Tax Clearance Certificate and VAT registration certificate</b>	√
<b>A Signed letter from the Auditor/Accountant confirming most recent annual turnover and percentage black ownership in the company AND/OR BBEE certificate and detailed scorecard from an accredited rating agency (ABVA Member)</b>	√
<b>Audited Financial statement for previous year</b>	√
<b>Letter of Good Standing with the Compensation Commissioner</b>	√

**NOTE: Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, as indicated in the footer of each page, must be signed and dated by the Respondent.**



By signing the RFQ documents, the Respondent is deemed to acknowledge that he / she has made himself / herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet Limited 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.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

1 \_\_\_\_\_ 1 \_\_\_\_\_

2 \_\_\_\_\_ 2 \_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME

DESIGNATION

PRIEVIEW COPY ONLY



### SECTION 4

RFQ NUMBER EMPBB155

**PROVISION OF CLEANING AND MAINTENANCE OF GARDENS IN THE VRYHEID AREA  
FOR A PERIOD OF TWO YEARS.**

#### **SIGNING POWER : RESOLUTION OF BOARD OF DIRECTORS**

NAME OF COMPANY: \_\_\_\_\_

It was resolved at a meeting of the Board of Directors held on \_\_\_\_\_ that

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

in his/her capacity as indicated above is/are hereby authorised to enter into, sign, execute and complete any documents relating to Tenders, Quotations and/or Contracts for the supply of Goods.

FULL NAME \_\_\_\_\_

\_\_\_\_\_

SIGNATURE CHAIRMAN

FULL NAME \_\_\_\_\_

\_\_\_\_\_

SIGNATURE SECRETARY



## SECTION 5

RFQ NUMBER EMPBB155

### PROVISION OF CLEANING AND MAINTENANCE OF GARDENS IN THE VRYHEID AREA FOR A PERIOD OF TWO YEARS

#### CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

NAME OF COMPANY: \_\_\_\_\_

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

hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFQ and all conditions contained therein, as laid down by Transnet Limited for the carrying out of the proposed supply/service/works for which I/we submitted my/our response.

I/We furthermore agree that Transnet Limited shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFQ/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2009

WITNESS : \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF RESPONDENT



## SECTION 6

**RFQ NUMBER EMPBB155**

**PROVISION OF CLEANING AND MAINTENANCE OF GARDENS IN THE VRYHEID AREA  
 FOR A PERIOD OF TWO YEARS.**

### SERVICE FEES AND COSTS

<b>PROVISION OF GARDEN SERVICES FOR OFFICES, MESS AND                  ABLUTIONS AND WORKSHOPS AT VARIOUS DEPOTS IN THE VRYHEID                  AREA</b>					
Item	Location	Qty	Unit	Rate/month	Amount
<b>A</b>	<b>INFRA VRYHEID AND VRYHEID EAST</b>				
<b>A.1</b>	<b>Garden services</b>				
1.1	Garden services Electrical and Signals department	1			
1.2	Garden services training centre Vryheid East	1			
1.3	Garden services Electrical office Vryheid East	1			
1.4	Garden services Electrical systems office	1			
1.5	Garden services CTC office	1			
	<b>TOTAL FOR A</b>				
<b>B</b>	<b>OPERATIONS VRYHEID EAST</b>				
<b>B.1</b>	<b>Garden services Rail Operations</b>				
1.1	Garden services Rail Operations yard	1			
1.2	Garden services telemeter room	1			
1.3	Garden services sikame cabin	1			

\_\_\_\_\_  
 Respondent's Signature

\_\_\_\_\_  
 Date and Company Stamp



1.4	Garden services Iengane cabin	1			
1.5	Garden services training centre	1			
	<b>TOTAL FOR B</b>				
<b>C</b>	<b>VARIOUS DEPARTMENTS VRYHEID</b>				
<b>C.1</b>	<b>Garden services</b>				
1.1	Garden services HR offices	1			
1.2	Garden services Mount Prospect bldg	1			
1.3	Garden services Operations office	1			
1.4	Garden services Security office	1			
1.5	Garden services old railway station	2			
1.6	Garden services Transtel offices	1			
	<b>TOTAL FOR C</b>				

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\_\_\_\_\_  
 Respondent's Signature

\_\_\_\_\_  
 Date and Company Stamp



## SECTION 7

RFQ NUMBER EMPBB155

**PROVISION OF CLEANING AND MAINTENANCE OF GARDENS IN THE VRYHEID AREA  
FOR A PERIOD OF TWO YEARS.**

### **GENERAL TENDER CONDITIONS - SERVICES**

Refer Form CS65 attached hereto.

**PREVIEW COPY ONLY**



## SECTION 8

RFQ NUMBER EMPBB155

**PROVISION OF CLEANING AND MAINTENANCE OF GARDENS IN THE VRYHEID AREA  
FOR A PERIOD OF TWO YEARS.**

### **STANDARD TERMS AND CONDITIONS OF CONTRACT**

### **FOR THE PROVISION OF SERVICES TO TRANSNET**

Refer Form US7 attached hereto.

**Respondents should note the obligations as set out in  
Clause 19 of the General Tender Conditions (Section 7) which reads as follows:**

*"The Supplier shall adhere to the Standard Terms and Conditions of Contract as set out in Form US7 - Services), a copy of which is attached hereto. Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer an alternative. Please note that any alternative offered shall be compared with acceptance of the Form US7 conditions or alternatives offered by other Respondents."*



## SECTION 9

RFQ NUMBER EMPBB155

**PROVISION OF CLEANING AND MAINTENANCE OF GARDENS IN THE VRYHEID AREA  
FOR A PERIOD OF TWO YEARS.**

### **CERTIFICATE OF ATTENDANCE OF SITE MEETING / BRIEFING SESSION**

It is hereby certified that -

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

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

attended the site meeting / briefing session in respect of the proposed Goods to be rendered in terms of this RFQ on .....2009.

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.....  
TRANSNET'S REPRESENTATIVE

.....  
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....



**CERTIFICATE OF ATTENDANCE AT THE VISITS OF VARIOUS ACTUAL LOCATIONS**

**PART 2**

It is hereby certified that -

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Transnet Representative (Attendance at Infra Vryheid and Vryheid East site visit confirmed)

\_\_\_\_\_  
Transnet Representative (Attendance at Operations Vryheid East site visit confirmed)

\_\_\_\_\_  
Transnet Representative (Attendance at Various Departments Vryheid site visit confirmed)

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date and Company Stamp

PRIEVIEW COPY ONLY



## SECTION 10

RFQ NUMBER EMPBB155

### PROVISION OF CLEANING AND MAINTENANCE OF GARDENS IN THE VRYHEID AREA

#### SCHEDULE OF PLANT

Schedule of major plant and equipment to be used in the execution of this contract in terms of the Contract Conditions and specifications. The respondent must state which plant is immediately available and which will have to be acquired.

(i) Plant immediately available for work tendered for :

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(ii) Plant on order and which will be available for work tendered for :

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(iii) Plant to be acquired for the work tendered for :

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## **SECTION 11**

**RFQ NUMBER EMPBB155**

**PROVISION OF CLEANING AND MAINTENANCE OF GARDENS IN THE VRYHEID AREA  
FOR A PERIOD OF TWO YEARS.**

### **SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE**

**Refer Form E4E attached hereto.**

**PREVIEW COPY ONLY**