



TRANSNET FREIGHT RAIL  
a Division of  
TRANSNET LIMITED  
(Registration No. 1990/000900/06)

## RFQ HOAC-KG05798

### CLEANING OF OFFICES AND GARDENING SERVICES AT ZEERUST, COLIGNY AND VENTERSDORP FOR A PERIOD OF TWO YEARS

ISSUE DATE: 22 JULY 2010  
CLOSING DATE: 03 AUGUST 2010 (10H00)  
SITE INSPECTION: 28 JULY 2010  
VENUE: Infra Depot  
Zeerust  
TIME: 13H30  
VENUE: Infra Depot  
Coligny  
TIME: 12H30  
VENUE: Infra Depot  
Ventersdorp

CLOSING VENUE: (TENDER BOX) ALLOCATED AT  
THE CHAIRPERSON TRANSNET FREIGHT RAIL, ACQUISITION COUNCIL,  
GROUND FLOOR, INYANDA HOUSE 1  
21 WELLINGTON ROAD  
PARKTOWN, JOHANNESBURG

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



**RFQ NUMBER – HOAC-KG05798**

**CLEANING OF OFFICES AND GARDENING SERVICES AT COLIGNY AND ZEERUST 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. General Tender Conditions (CSS5 – Services)**
- 7. Standard Terms and Conditions of Contract (US7 - Services)**
- 8. Certificate of Attendance of Site Meeting / RFQ Briefing**
- 9. Non-Disclosure Agreement**
- 10. Suppliers Code of Conduct**



SECTION 1

RFQ NUMBER – HOAC-KG05798

**CLEANING OF OFFICES AND GARDENING SERVICES AT COLIGNY AND ZEERUST FOR A PERIOD OF TWO YEARS**

**NOTICE TO BIDDERS**

1. Quotations are requested from interested / 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 22 July 2010 the RFQ documents may be inspected at, and are obtainable from the office of Transnet Freight rail, Tender advice center, Inyanda House 1, 21 Wellington Road, Parktown, Johannesburg, 2000.

**A non refundable tender fee of R100.00 (VAT inclusive) is applicable per tender (listed below) - Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect the tender number and the Company Name. Receipt/s to be presented prior to collection of the tender/s. NOTE: This amount is not refundable.”**

A compulsory pre-Quotation site inspection will be conducted at Zeerust, Coligny and Ventersdorp on 28 July 2010, at 10H30. **(Respondent to provide own transportation and accommodation).**

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

Respondents without a valid RFQ document in their possession will not be allowed to attend the site meeting and/or briefing session.

**The briefing session will start punctually at 10H30 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 : Beverley Ramaru

Email : [Beverley.ramaru@transnet.net](mailto:Beverley.ramaru@transnet.net) or 011 584-0611

Quotations in duplicate must reach the Secretary, Transnet Freight rail, acquisition council 21 Wellington Road Parktown Inyanda House 1 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>: HOAC-KG 05798</b>
<b>Description</b>	<b>: CLEANING OF OFFICES AND GARDEDING AT ZEERUST, COLIGNY AND VENTERSDORP FOR A PERIOD OF TWO YEAR.</b>
<b>Closing date and time</b>	<b>: 03 August 2010 (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 Secretary, Transnet Acquisition Council, P.O Box 4244 Johannesburg 2000 and must be dispatched in time for sorting by the Post Office to reach the Secretary 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 21 Wellington Road Inyanda House No 1 Parktown, and should be addressed as follows:

THE SECRETARY  
TRANSNET ACQUISITION COUNCIL  
GROUND FLOOR  
INYANDA HOUSE 1  
21 WILLINGTON ROAD  
PARKTOW

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 21 Wellington road Parktown 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 21 Wellington road Inyanda House no 1 Parktown and a signature obtained from that Office.

THE SECRETARY  
TRANSNET ACQUISITION COUNCIL  
GROUND FLOOR  
INYANDA HOUSE 1  
21 WILLINGTON ROAD  
PARKTOW

5. Please note that this RFQ closes punctually at 10:00 on Tuesday 03 August 2010.

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. pricing, delivery, 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 Government’s Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.

Transnet would therefore prefer to do business with local business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including, but not limited to subcontracting and Joint Ventures) as part of their RFQ responses. Transnet will 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 threshold will, as far as possible, be set aside for Exempted Micro Enterprises (EMEs).

Consequently, when Transnet invites prospective suppliers to submit Quotations for its Services and services, it urges Respondents (Large Enterprises and QSE’s - see below) to have themselves accredited by any one of the various Accreditation Agencies available who do their BBBEE ratings in accordance with the **latest Codes (i.e. those promulgated on 9 February 2007)**.

Although no agencies have, as yet, been accredited by SANAS (South African National Accreditation System), Transnet will, in the interim, accept rating certificates of Respondents who have been verified by agencies who do their BBBEE ratings in accordance with the latest Codes as promulgated on 9 February 2007. This will be an interim arrangement only until such time as the SANAS List has been approved by the DTI. (Certificates are valid for a period of one year only).

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

(a) **Large Enterprises (i.e. annual turnover >R35 million):**

- Rating level based on all seven elements of the BBBEE scorecard

(b) **Qualifying Small Enterprises – QSE (i.e annual turnover >R5 million but <R35 million):**

- Rating based on any four of the elements of the BBBEE scorecard

(c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5 million):**

- EMEs are exempted from BBBEE accreditation
- Automatic rating of Level 4 BBBEE 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%

12.2 In addition to the above, Respondents who wish to enter into a Joint Venture or subcontract portions of the contract to BBBEE companies, must state in their RFQs the percentage, of the total contract value that will 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 Respondents will be required to furnish proof of the above to Transnet. (i.e. a detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or proof of turnover in respect of EMEs). Failure to do so will result in a score of zero being allocated for BBBEE.

**Turnover :** Kindly indicate your company's annual turnover for the past year R.....

- If annual turnover <R5m, please attach audited financials.
- If annual turnover >R5m please attach an accreditation certificate issued by an Accreditation Agency, together with all the relevant score sheets pertaining thereto.

### 13. 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 Depot Engineer, at telephone number \_\_\_\_\_ or fax no. \_\_\_\_\_ on any matter relating to its RFQ response.

### 14. 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 valid Tax Clearance Certificate.

### 15. 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.

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

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



## 16. 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 manufacture (works) 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.**

- 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.

## 17. 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:

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Respondent's Signature

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Date and Company Stamp





## SECTION 2

RFQ NUMBER – HOAC KG05798

**CLEANING OF OFFICES AND GARDENING SERVICES AT ZEERUST, COLIGNY AND VENTERSDORP FOR A PERIOD OF TWO YEARS**

### **ANNEXURE A**

**BUILDING : SEE ATTACHED LIST OF ASSETS.**

#### **GENERAL SPECIFICATION:**

Building/s:

02AJ188

02AJ189

02AJ190

02AJ191

02AJ192

AREA LOGISTICS

Contact person on site

Solomon Sono

018 673 9297 / 083 380 8629

#### **SCOPE OF WORK**

AREAS TO BE CLEANED

Office

Toilet (Ladies & Gents)

Windows

Parking areas

Surrounding area/garden

**DUTIES** (all floors/areas where applicable)

Dusting (offices and passages)

- Carpets
- Vacuum
- Spot clean
- Steam clean
- Clean all telephones and disinfect
- Dust all high ledges and fittings

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Respondent's Signature

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Date and Company Stamp



- Dust all horizontal surfaces (low level)
- Dust all vertical surfaces (walls, cabinets, etc to height of 2 meters)
- Dust all window ledges (low and high)

#### Waste disposal (offices, kitchen and toilet)

- Empty and clean all ashtrays
- Empty and clean all waste baskets and receptacles
- Remove all waste to bins for removal by general waste company.

#### Walls/doors and paintwork

- Spot clean all low surfaces (finger marks etc)
- Washing of entire wall

#### Glass door and metal work

- Spot clean main entrance glass doors
- Clean or polish all bright metal fitting to doors/frames.

#### Entrance foyer/reception/reception office/lobby's

- Sweep entrance foyer and entrance
- Clean door mats and dust blinds
- Damp mop
- Machine buff
- Clean up lobby's outside windows

#### Toilets

- Empty and clean all waste receptacles
- Clean and sanitizes all W.C. basins and urinals/-outlets
- Clean all mirrors
- Damp mop floors with disinfectant
- Clean all metal fittings
- Spot clean wall tiles, doors and W.C. partitions
- Treat against staining, fungal and bacterial growth
- Replenish toilet paper to dispensers

#### Window cleaning

- Clean interior faces of all windows
- Clean exterior faces of all windows
- Clean main entrance foyer glass windows internally and externally

#### Vertical

- Dust

#### Miscellaneous

- Polish desk and office furniture
- Material covered furniture to be vacuumed



#### Kitchens

- Floors to be damp mopped
- Sinks to be cleaned
- Cupboard to be damp wiped

#### All parking levels/ramp

- All surface refuse to be removed
- All events to be swept

#### External area and garden

- All surface refuse to be removed
- Area to be swept
- Garden area to be cleaned and grass cut

#### Supervision

- Full time supervision to be provided by Contractor
- Quality control will be done by the client on site

#### Equipment/material/consumables

To be provided by the contractor and delivered timeously

- Vacuum cleaners
- Polishers
- Brooms
- Mops
- All cleaning chemicals
- Consumables e.g. toilet paper of an acceptable standard
- Toilet paper double ply
- Buckets
- Necessary sign board e.g. floor wet/slippery etc.

All cleaning chemicals and cleaning machinery to be supplied by cleaning company.

Consumables e.g. cleaning chemicals to be an acceptable standard meaning SABS approved or equivalent.

NB: All equipment to be kept in good and safe condition at all times and to comply with all safety regulation including all extension cords, etc.

Toilet areas are not be used as change rooms. Cleaning of equipment will not be allowed in toilet areas.

Disposal of dirty water to be deposited directly into toilet pans, toilet areas to be cleaned after work has been completed.

#### Garden service:

- Grass to be cut and trimmed.



- 
- Flower beds to be kept neat and clean.
- Trees to be pruned.
- Rough cutting
- Contactor to supply lawn movers, weed-eaters/bush cutters, garden tools and PPE.
- Leaves, etc. to be placed in suitable containers or bags and to be disposed of in the waste bin provided.

#### STAFF REQUIREMENT/WORKING HOURS

Cleaning commence from Monday to Friday 07:00 to 16:00 (times can be altered due to requirements).

#### UNIFORM CLOTHING

The contract shall at all times ensure that all cleaning staff has been provided with all necessary protective clothing e.g. gloves, shoes etc.

All cleaning staff to be identifiable with visible name tags at all times.

#### TERMS OF CONTRACT

Two year contract.

#### PAYMENT

- Accredited BBBEE suppliers
- The following payment terms shall at all times apply
  - All suppliers shall be paid within 30 days from date of receipt of invoice by the accounting office, following acceptance of service by Transnet freight rail, provided procurement procedures have been followed.
  - A month will be calculated from the 1<sup>st</sup> of the month to the 30/31<sup>st</sup> of the month.
  - In the event of full staff compliment not available, payment for that specific day will be withheld.
  - Signed register of worked performed to be submitted with invoice.
  - Register to be signed by Supervisor of the specific area.
  - Invoice to be signed by relevant Manager to indicate that work was performed to satisfaction.

#### BREACH OF CONTRACT

The client (Transnet freight rail) will be allowed to terminate the contract by giving 30 days notice should the cleaning service not be according to specification and to client's full satisfaction.

23. TERMS OF CONTRACT  
One Year Contract

22. UNIFORM CLOTHING



The Contractor shall at all times ensure that all cleaning staff be neatly clothed in uniforms with headgear, shoes, gloves, etc

**N.B. UNDER NO CIRCUMSTANCES WILL THE PREPARATION OF FOOD AND COOKING OF FOOD BE TOLERATED AT ALL**

**PRICING SCHEDULE**

Prices in South African currency, including all costs.			
to consignee			
ITEM NO:	DESCRIPTION	QTY	Price Per Month
	CLEANING OF OFFICES AT COLIGNY AND ZEERUST FOR A PERION OF ONE YEAR		
	Please Quote As per Specification Attached		
1	ZEERUST		R
2	COLIGNY		R
3	VENTERSDORP		R
	TOTAL PRICE FOR A YEAR		R

“PREVIEW COPY ONLY”



### SECTION 3

RFQ NUMBER – HOAC KG05798

**CLEANING OF OFFICES AND GARDENING SERVICES AT ZEERUST, COLIGNY AND VENTERSDORP 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 prices 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.

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

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

14

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



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 supply of 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 12 Months 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 11/05/2010 (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 Quotation.

**NAME AND ADDRESS OF ACCREDITED AGENT**

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

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



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	<input type="checkbox"/>	NO	<input type="checkbox"/>
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**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	<input type="checkbox"/>	NO	<input type="checkbox"/>
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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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\_\_\_\_\_  
Respondent’s Signature

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



(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)

**RETURNABLE DOCUMENTS**

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

Notice to Bidders – Section 1	√
Background overview – Section 2	√
Quotation Form – Section 3	√
Resolution of Board of Directors (Respondent’s Representative) – Section 4	√
Certificate of Acquaintance with RFQ Documents – Section 5	√
Pricing & Delivery Schedule – Section 6	√
General Tender Conditions, Form CSS5 – Section 7	√
Conditions of Contract, Form US7 – Section 8	√
Valid Tax Clearance Certificate	√
VAT Registration Certificate	√
BBBEE Accreditation Certificate	√
Certificate of attendance of Site Meeting / RFQ Briefing – Section 9	√
Specifications and Drawings – Section 10	√
Non-Disclosure Agreement – Section 11	√

**NOTE:** Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and Annexure A, 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 \_\_\_\_\_  
2 \_\_\_\_\_

1 \_\_\_\_\_  
2 \_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME

DESIGNATION

“PREVIEW COPY ONLY”

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

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



**SECTION 4**

**RFQ NUMBER – HOAC KG5798**

**CLEANING OF OFFICES AND GARDENING SERVICES AT ZEERUST, COLIGNY AND VENTERSDORP 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 Services.

FULL NAME \_\_\_\_\_  
SIGNATURE CHAIRMAN

FULL NAME \_\_\_\_\_  
SIGNATURE SECRETARY



## SECTION 5

RFQ NUMBER – HOAC KG05798

**CLEANING OF OFFICES AND GARDENING SERVICES AT ZEERUST, COLIGNY AND  
VENTERSDORP 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 \_\_\_\_\_ 2010

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

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



## **SECTION 6**

**RFQ NUMBER – HOAC KG05798**

**CLEANING OF OFFICES AND GARDENING SERVICES AT ZEERUST, COLIGNY AND VENTERSDORP FOR A PERIOD OF TWO YEARS**

**GENERAL TENDER CONDITIONS - SERVICES**

**Refer Form CSS5 attached hereto**

**“PREVIEW COPY ONLY”**



## SECTION 7

RFQ NUMBER – HOAC KG05798

CLEANING OF OFFICES AND GARDENING SERVICES AT ZEERUST, COLIGNY AND VENTERSDORP FOR A PERIOD OF TWO YEARS

**STANDARD TERMS AND CONDITIONS OF CONTRACT**  
**FOR THE SUPPLY OF SERVICES TO TRANSNET**

Refer Form US7 attached hereto.

Respondents should note the obligations as set out in Clause 24 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, except penalties for late deliveries, the exclusion of which may disqualify the RFQ, save where indicated otherwise by Transnet.”*



**SECTION 8**

**RFQ NUMBER – HOAC KG05798**

**CLEANING OF OFFICES AND GARDENING SERVICES AT ZEERUST, COLIGNY AND VENTERSDORP FOR A PERIOD OF TWO YEARS**

**CERTIFICATE OF ATTENDANCE OF SITE INSPECTION**

It is hereby certified that -

- 1. ....
- 2. ....

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

attended the site meeting / briefing session in respect of the proposed Services to be rendered in terms of this RFQ on .....2010.

.....  
TRANSNET'S REPRESENTATIVE

.....  
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....

“PREVIEW COPY ONLY”



## SECTION 9

RFQ NUMBER – HOAC KG05798

CLEANING OF OFFICES AND GARDENING SERVICES AT ZEERUST, COLIGNY AND  
VENTERSDORP FOR A PERIOD OF TWO YEARS

NON-DISCLOSURE AGREEMENT (“NDA”)

Complete and sign NDA attached hereto

“PREVIEW COPY ONLY”

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Respondent's Signature

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Date and Company Stamp



**SECTION 10**

**RFQ NUMBER – HOAC KG05798**

**SUPPLIERS CODE OF CONDUCT**

**CLEANING OF OFFICES AND GARDENING SERVICES AT ZEERUST, COLIGNY AND  
VENTERSDORP FOR A PERIOD OF TWO YEARS**

**“PREVIEW COPY ONLY”**

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Respondent's Signature

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Date and Company Stamp