



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

## **REQUEST FOR QUOTATION (“RFQ”)**

**RFQ NUMBER KDS80E1911**

**PROVISION OF CLEANING OF OFFICES & ABLUTIONS AND MAINTENANCE OF GARDEN IN VARIOUS AREAS OF POLOKWANE & MOKOPANE FOR A PERIOD OF TWO YEARS**

**ISSUE DATE : 14 September 2009**  
**CLOSING DATE : 6 October 2009**  
**CLOSING TIME : 10h00**  
**OPTION DATE : 28 February 2010**

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



**RFQ NUMBER KDS80E1911**

**PROVISION OF CLEANING OF OFFICES & ABLUTIONS AND MAINTENANCE OF GARDEN IN  
VARIOUS AREAS OF POLOKWANE & MOKOPANE 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. Supplier Code of conduct**



## SECTION 1

### RFQ NUMBER KDS80E1911

#### PROVISION OF CLEANING OF OFFICES & ABLUTIONS AND MAINTENANCE OF GARDEN IN VARIOUS AREAS IN POLOKWANE & MOKOPANE 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 14 September 2009 the RFQ documents may be inspected at, and are obtainable from the office of Transnet Freight Rail Tender Advice centre, Level 100 Carlton Centre, 150 Commissioner street, Johannesburg. A non-refundable Quotation fee of R150,00 (inclusive of Vat) is applicable per quotation. Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect RFQ; KDS80E1911 and the Company Name. Receipt/s to be presented prior to collection of the tender/s.

**NOTE 1.1** This amount is not refundable. RFP documents will only be available until 15h00 on 21 September 2009.

2. A **compulsory** Information briefing session will be conducted at Transnet Freight Rail, Station Building, Hospital street (Behind Game), Polokwane on the 22<sup>nd</sup> September 2009, at 09h00. After the briefing session, various sites will be visited. The site visits will be over a period of two years. On the 22<sup>nd</sup> September 2009, the sites in Polokwane will be visited and on the 23<sup>th</sup> September 2009, the sites in Mokopane will be visited. The sites will be compulsory. **(Respondent to provide own transportation, accommodation and beverages).**

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 09h00 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 : Yvonne Scannell  
Division : Supply Chain Services  
Email : [Yvonne.scannell@transnet.net](mailto:Yvonne.scannell@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>: KDS80E1911</b>
<b>Description</b>	<b>: Cleaning of offices &amp; ablutions and maintenance of garden in Various areas in Polokwane &amp; Mokopane</b>
<b>Closing date and time</b>	<b>: 6 October 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:

**THE CHAIRMAN  
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL  
GROUND FLOOR, INYANDA HOUSE  
21 WELLINGTON ROAD  
PARKTOWN  
JOHANNESBURG  
2001**

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.

**THE CHAIRMAN  
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL  
GROUND FLOOR, INYANDA HOUSE  
21 WELLINGTON ROAD  
PARKTOWN  
JOHANNESBURG  
2001**

5. Please note that this RFQ closes punctually at 10:00 on Tuesday 6<sup>th</sup> October 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 subcontractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFX 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.**

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**Turnover:** Indicate your company's most recent annual turnover:

R.....

- 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 Freight Rail Acquisition Council, at telephone number 011 544 9486 or fax no. 011 77 49129/77 49186 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 authorized by the Respondent to do so (Refer Section 4). A list of those person(s) authorized to negotiate on your behalf (if not the authorized 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.
- All tender documents must be complete in full and no correction ink (tippex) must be used.

**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





## SECTION 2

RFQ NUMBER KDS80E1911

### PROVISION OF CLEANING OF OFFICES & ABLUTIONS AND MAINTENANCE OF GARDEN IN VARIOUS AREAS IN POLOKWANE & MOKOPANE FOR A PERIOD OF TWO YEARS

#### BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. **BACKGROUND**

This tender covers the cleaning of offices & ablutions and maintenance of garden in various areas in Polokwane & Mokopane, for a period of two (2) years, as decided by Transnet.

2. **SCOPE OF REQUIREMENTS**

**AREAS TO BE CLEANED**

- (A) Main Entrance/Reception Area
- (B) Office and passages
- (C) Kitchens
- (D) Entertainment areas
- (E) Control Point
- (F) Toilets/ Ladies /Gents
- (G) Windows
- (H) Surrounding area at garden
- (I) Parking area

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

**1.DUSTING (OFFICES AND PASSAGES)**

- ❖ Clean all telephone and disinfect Daily
- ❖ Dust all high ledges and fittings Weekly
- ❖ Dust all horizontal surface(low level) Daily
- ❖ Dust all vertical surfaces (walls, cabinets, etc. to height of 2 meters) Weekly
- ❖ Dust all windows ledges/calls (low and high)
- ❖ Ceramic floors to be damp mopped Daily
- ❖ Carpets Vacuum Weekly

**2.WASTE DISPOSAL (OFFICES, KITCHENS AND TOILET)**

- ❖ Empty and clean all waste baskets and receptacles Daily
- ❖ Remove all waste to bins for removal by Metropolitan Council Daily
- ❖ Empty and clean all ashtrays Daily

**3.WALLS/DOORS AND PAINTWORK/WALL PAPER**

- ❖ Spot clean all low surfaces (finger marks, etc.) Daily
- ❖ Washing of entire walls On request per quotation

**4.GLASS DOOR AND MENTAL WORK**

- ❖ Spot clean main entrance glass doors Weekly
- ❖ Clean or polish all bright metal fittings to doors/frames Weekly

**5.ENTRANCE FOYER/RECEPTION /RECEPTION OFFICE/LOBBY'S**

- ❖ Sweep entrance foyer and entrance Daily
- ❖ Clean door mats and dust blinds Daily
- ❖ Damp clean counter tops Daily
- ❖ Damp mop Daily
- ❖ Machine buff Daily
- ❖ Clean up Lobby's outside windows Daily

**6.TOILETS**

- ❖ Empty and clean all waste receptacles Daily
- ❖ Clean all W.C. bowls, basins and urinals/-outlets Daily
- ❖ Clean all mirrors Daily
- ❖ Damp mop floors with disinfectant Daily
- ❖ Clean all metal fittings Daily
- ❖ Spot clean wall tiles, doors W.C. partitions Daily
- ❖ Treat against staining, fungal and bacterial growth As necessary

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❖ Wipe clean hand dryers Daily

**7.WINDOW CLEANING**

❖ Clean interior faces of all windows 2x Annually  
 ❖ Clean exterior faces of all windows 2X Annually  
 ❖ Clean main entrance foyer glass windows internally and externally Weekly

**8.VERTICAL BLINDS**

❖ Dust Daily

**9.MISCELLANEOUS**

❖ Polish desk and office furniture Weekly  
 ❖ Material covered furniture to be vacuumed Weekly

**10.KITCHENS**

❖ Vinyl floors to be damp mopped Daily  
 ❖ Sinks to be cleaned Daily  
 ❖ Cupboard (top) to be damp wipe Daily

**11.ALL PARKING**

❖ All surface refuse to be removed Daily  
 ❖ Area to be swept Weekly

**12.EXTERNAL AREA AT MAIN ENTRANCE**

❖ All surface refuse to be removed Daily  
 ❖ Area to be swept Daily  
 ❖ Garden area to be checked and cleaned where necessary Daily

**13.ENTERTAINMENT AREAS**

❖ Floor to be vacuumed/damp mopped As necessary  
 ❖ Surface refuse to be removed As necessary  
 ❖ Sick's to be cleaned As necessary  
 ❖ Counter tops to be damp wiped As necessary

**14.SUPERVISION**

❖ Full time supervision to be provided by Contract Daily  
 ❖ Quality Control will be done by client on site Weekly

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

Toilet Area's are not to 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 or minimum daily.

**15.UNIFORM CLOTHING**

a) The Contractor 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) identification at all times

**3. TO BE PROVIDED BY TRANSNET FREIGHT RAIL**

Transnet Freight Rail will provide water and access to the successful respondent to all offices to be cleaned from Monday to Friday between 07h00 to 16h00. Public holidays excluded.

Times can be altered due to emergency requirements.

**4. TO BE PROVIDED BY THE CONTRACTOR**

4.1 The successful respondent will provide the necessary tools and equipment to execute the work to the satisfaction of the Manager / Technical Officer from Transnet Freight Rail

4.2 The successful respondent will provide all cleaning chemicals. Consumable e.g. cleaning chemicals to be SABS approved.

4.3 All respondents to state clearly what soap / chemicals will be used to wash the tile floors, tile walls, glass doors, window, etc.

4.4 All respondents to state, separately for each action of work to be done, the amount of workers that will be on site. (E.g. General daily cleaning, washing of windows, carpets, washing of walls and windows, etc.)

**5. 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.

**6. 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) Beneficiary details  
Name (Account holder) .....  
Bank (Name and branch code).....  
Swift code .....  
Country .....

(d) ..... (Applicable date of Exchange Rate used)

**7. 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 organization.

**Accepted:**

<b>YES</b>		<b>NO</b>	
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**8. 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:**

<b>YES</b>		<b>NO</b>	
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**10. RISK**

Respondents must elaborate on the control measures put in place by their company, which mitigate the risk to Transnet, pertaining to potential non-performance by a Supplier in relation to -

(i) quality of the Service(s) provided:

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(ii) continuity of provision of the Service(s) (refer clause 6.9 of Form US7)::

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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, 16 of 2002 (refer clause 16 above)

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- 13.2 The Manager (or his deputy) shall at any time during the contract period carry out inspections of the service provider (s) performance methods and procedures.
- 13.3 A checklist to be provided at every service point to be filled in by the person performing the service on completion of task.

**14. MEASUREMENT AND PAYMENT:**

- 14.1 Payment will be done once a month
- 14.2 Payment will be done in terms of clause 10.4 of the standard terms and conditions of US7 ~ services
- 14.3 Payment will be done after receiving the tax invoice and a full detail list of all work done during that month. The technical officer from Transnet Freight Rail will certify on the invoice that all work was done according to the contract.
- 14.4 Any carpets, windows, or any other work specified in the contract that needs to be done in the last month of the contract before the contract expires, have not been done, then no payment will be made for any work that was done during the last month, until such work has been done

**15. DAMAGE TO TRANSNET LIMITED PROPERTY: (REFER TO CLAUSE 14 OF US7 ~ SERVICES)**

The successful respondent shall be liable to make good any damage which may be caused to Transnet Limited Property by their servants or agents whilst upon Transnet Limited premises, whether or not such damage is due to negligence on the part of such servants or agents and the successful respondent shall and hereby do further indemnify Transnet Limited against liability for any loss of or damage to property whether belonging to them, their servants or agents or any third party, or for the death of or injury to any person, which may either directly or indirectly be cause by or arise out of the cleaning of the offices.

**16. INDEMNITY CLAUSE:**

Transnet will not be held responsible for any losses and / or injuries suffered by the Contractor while cleaning the offices, which may result from whatever nature.



### SECTION 3

RFQ NUMBER KDS80E1911

#### PROVISION OF CLEANING OF OFFICES & ABLUTIONS AND MAINTENANCE OF GARDEN IN VARIOUS AREAS IN POLOKWANE & MOKOPANE 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 authorized 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.

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 favorable Quotation.

I/We accept that any contract resulting from this offer will be for a period of 2 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).



**PRICE BASIS**

- i) The respondent must state hereunder whether the price(s) quoted, is/are firm for the duration of any resulting contract

YES / NO \_\_\_\_\_

If "NO" for what period are you prepared to hold the prices firm?

Prices must be firm for the first 12 months

\_\_\_\_\_

- ii) Tenders where firm prices are quoted for the duration of any resulting order and/or contract will receive precedence over prices which are subject to adjustment.
- iii) If price (s) is/are subject to adjustment, such adjustment shall not be effective until accepted by Transnet Limited and in this connection the attention of the respondent is specially directed to clause 9 of the Standard Terms and Conditions of Contract, Form US7

**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: \_\_\_\_\_

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

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



**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

.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

**REGISTRATION CERTIFICATE**

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

**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:

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

**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:

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

If YES, please indicate below:

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

ADDRESS

---

---

---

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.

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

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



**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 - Section 6	√
General Tender Conditions - Form CSS5 – Section 7	√
Conditions of Contract - Form US7 – Section 8	√
Certificate of attendance of Information Briefing – Section 9	√
Schedule of Plant and Equipment – Section 10	√
E4E – Safety arrangements and Procedural compliance – Section 11	√
Supplier code of conducts – Section 12	√
Transnet Supplier Declaration/Application	√
Copy of cancelled cheque or letter from the bank verifying banking details (with bank stamp)	√
Certified Copy of Identity document of Shareholders/Directors/Members (where applicable)	√
Certified Copy of Certificate of Incorporation and CM29/ and C/CK2 (if CC)	√
Certified Copy of Share Certificates of Shareholders CK1	√
A Letter with the company’s letterhead confirming physical and postal addresses	√
Original or certified copy of SARS Tax Clearance Certificate and VAT registration certificate	√
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)	√
Audited Financial statement for previous year	√
Letter of Good Standing with the Compensation Commissioner	√

**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 recognize 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

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### SECTION 4

RFQ NUMBER KDS80E1911

#### PROVISION OF CLEANING OF OFFICES & ABLUTIONS AND MAINTENANCE OF GARDEN IN VARIOUS AREAS IN POLOKWANE & MOKOPANE 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 authorized to enter into, sign, execute and complete any documents relating to Tenders, Quotations and/or Contracts for the service rendered.

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

\_\_\_\_\_

SIGNATURE CHAIRMAN

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

\_\_\_\_\_

SIGNATURE SECRETARY



## SECTION 5

RFQ NUMBER KDS80E1911

### PROVISION OF CLEANING OF OFFICES & ABLUTIONS AND MAINTENANCE OF GARDEN IN VARIOUS AREAS IN POLOKWANE & MOKOPANE 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 recognize 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 KDS80E1911**

**PROVISION OF CLEANING OF OFFICES & ABLUTIONS AND MAINTENANCE OF GARDEN IN VARIOUS AREAS IN POLOKWANE & MOKOPANE FOR A PERIOD OF TWO YEARS**

### SERVICE FEES AND COSTS

<b>PROVISION OF CLEANING FOR OFFICES &amp; ABLUTIONS AND MAINTENANCE OF GARDEN IN VARIOUS AREAS IN POLOKWANE &amp; MOKOPANE</b>					
			YEAR 1 PER MONTH	YEAR 2 PER MONTH	TOTAL AMOUNT ~ 24 MONTHS
<b>A</b>	<b>DEPOT ENGINEER, INFRASTRUCTURE, POLOKWANE</b>				
<b>A.1</b>	<b>Cleaning of offices , ablutions &amp; garden</b>				
1.1	02AM052P	1			
1.2	02AM043P	1			
1.3	02AM044P	1			
1.4	02AM045P	1			
1.5	02AM053P	1			
1.6	02BM050P	1			
1.7	03GM004P	1			
1.8	03HM007P	1			
1.9	11KM001P	1			
1.10	02BM049P	1			
1.11	02BM053P	1			
	<b>TOTAL FOR A</b>				

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

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



<b>B</b>	<b>MTV, POLOKWANE</b>				
<b>B.1</b>	<b>Cleaning of offices , ablutions &amp; garden</b>				
1.1	02AM010P	1			
1.2	02AM011P	1			
1.3	02AM012P	1			
1.4	03RM001P	1			
1.5	11BM012P	1			
	<b>TOTAL FOR B</b>				
<b>C</b>	<b>LOCO DEPOT, POLOKWANE</b>				
<b>C.1</b>	<b>Cleaning of offices, ablutions &amp; garden</b>				
1.1	02AM020P	1			
1.2	02AM014P	1			
1.3	02RM002P	1			
1.4	02ZM002P	1			
1.5	11LM015P	1			
1.6	02BM015P	1			
1.7	02AM018P	1			
1.8	02AM019P	1			
1.9	02AM013P	1			
1.10	02AM017P	1			
1.11	11LM020P	1			
1.12	11LM028P	1			
	<b>TOTAL FOR C</b>				

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<b>D</b>	<b>YARDS, POLOKWANE</b>				
<b>D.1</b>	<b>Cleaning of offices , ablutions &amp; garden</b>				
1.1	02AM024P	1			
1.2	02AM025P	1			
1.3	02AM061P	1			
1.4	02BM035P	1			
1.5	02MM001P	1			
1.6	02MM010P	1			
	<b>TOTAL FOR D</b>				
<b>E</b>	<b>TERMINALS, POLOKWANE</b>				
<b>E.1</b>	<b>Cleaning of offices , ablutions &amp; garden</b>				
1.1	02AM006P	1			
1.2	02BM006P	1			
1.3	02BM007P	1			
1.4	02BM008P	1			
1.5	04HM003P	1			
1.6	07AM01P	1			
	<b>TOTAL FOR E</b>				
<b>F</b>	<b>STATION BUILDING, POLOKWANE</b>				
<b>F.1</b>	<b>Cleaning of offices , ablutions &amp; garden</b>				
1.1	02DM001P	1			
1.2	02BM051P	1			
	<b>TOTAL FOR F</b>				

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<b>G</b>	<b>ELECTRICAL AND SIGNAL, MOKOPANE</b>				
<b>G.1</b>	<b>Cleaning of offices , ablutions &amp; garden</b>				
1.1	02AL115P	1			
1.2	02AL116P	1			
1.3	02AL114P	1			
1.4	02AL070P	1			
1.5	02AL117P	1			
1.6	02NL013P	1			
1.7	02NL018P	1			
1.8	03RL018P	1			
1.9	11LL078P	1			
1.10	11LL079P	1			
1.11	03RL018P	1			
	<b>TOTAL FOR G</b>				
<b>H</b>	<b>YARDS, MOKOPANE</b>				
<b>H.1</b>	<b>Cleaning of offices, ablutions &amp; garden</b>				
1.1	02AL061P	1			
	<b>TOTAL FOR H</b>				
	<b>TOTAL TENDER VALUE( EXCL VAT)</b>				
	<b>VAT</b>				
	<b>TOTAL TENDER VALUE (INCL VAT)</b>				

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## SECTION 7

RFQ NUMBER KDS80E1911

**PROVISION OF CLEANING OF OFFICES & ABLUTIONS AND MAINTENANCE OF GARDEN IN  
VARIOUS AREAS IN POLOKWANE & MOKOPANE FOR A PERIOD OF TWO YEARS**

**GENERAL TENDER CONDITIONS - SERVICES**

Refer Form CSS5 attached hereto.

**PREVIEW COPY ONLY**



## SECTION 8

RFQ NUMBER KDS80E1911

**PROVISION OF CLEANING OF OFFICES & ABLUTIONS AND MAINTENANCE OF GARDEN IN  
VARIOUS AREAS IN POLOKWANE & MOKOPANE 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 KDS80E1911

**PROVISION OF CLEANING OF OFFICES & ABLUTIONS AND MAINTENANCE OF GARDEN IN  
VARIOUS AREAS IN POLOKWANE & MOKOPANE FOR A PERIOD OF TWO YEARS**

### CERTIFICATE OF ATTENDANCE OF INFORMATION BRIEFING SESSION

#### PART 1

It is hereby certified that -

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

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

attended the information briefing session in respect of the proposed Service to be rendered in terms of  
this RFQ on .....2009.

.....  
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 Depot Engineer, Infrastructure, Polokwane site visit confirmed)
- \_\_\_\_\_  
Transnet Representative (Attendance at MTV, Polokwane site visit confirmed)
- \_\_\_\_\_  
Transnet Representative (Attendance at Loco depot, Polokwane site visit confirmed)
- \_\_\_\_\_  
Transnet Representative (Attendance at Yards, Polokwane site visit confirmed)
- \_\_\_\_\_  
Transnet Representative (Attendance at Terminals, Polokwane site visit confirmed)
- \_\_\_\_\_  
Transnet Representative (Attendance at Station building, Polokwane site visit confirmed)

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

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



\_\_\_\_\_  
Transnet Representative

(Attendance at Electrical and signal, Mokopane site visit confirmed)

\_\_\_\_\_  
Transnet Representative

(Attendance at Yards, Mokopane visit confirmed)

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

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



## SECTION 10

RFQ NUMBER KDS80E1911

### PROVISION OF CLEANING OF OFFICES & ABLUTIONS AND MAINTENANCE OF GARDEN IN VARIOUS AREAS IN POLOKWANE & MOKOPANE FOR A PERIOD OF TWO YEARS

#### 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 KDS80E1911

**PROVISION OF CLEANING OF OFFICES & ABLUTIONS AND MAINTENANCE OF GARDEN IN  
VARIOUS AREAS IN POLOKWANE & MOKOPANE FOR A PERIOD OF TWO YEARS**

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

Refer Form E4E attached hereto.

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## SECTION 12

RFQ NUMBER KDS80E1911

**PROVISION OF CLEANING OF OFFICES & ABLUTIONS AND MAINTENANCE OF GARDEN IN  
VARIOUS AREAS IN POLOKWANE & MOKOPANE FOR A PERIOD OF TWO YEARS**

**SUPPLIER CODE OF CONDUCT**

Refer Form attached hereto.

**PREVIEW COPY ONLY**