



Transnet Freight Rail, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No BLI 52393

**FOR OFFICE AND DOMESTIC CLEANING IN KLAWER
FOR A PERIOD OF 24 MONTHS**

ISSUE DATE: 21 OCTOBER 2013

CLOSING DATE: 12 NOVEMBER 2013

CLOSING TIME: 10:00

"PREVIEW COPY ONLY"

SCHEDULE OF DOCUMENTS

Section

1. Notice to Bidders
2. Quotation Form
3. Standard Term and conditions for the supply of Goods and/or Services to Transnet
4. General bid conditions – (Services)
5. Standard Terms and Conditions of Conditions of Contract (Services)
6. Certificate of acquaintance with specifications
7. Certificate of attendance of site briefing
8. Supplier Declaration Form (SDF)

Annexure:

- Annexure A
- E7/1 – Specification for General Work and works on, over, under or adjacent to Railway lines near high voltage equipment

Section 1
NOTICE TO BIDDERS

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

METHOD: Post or Courier
CLOSING VENUE: SEE BELOW FOR CLOSING VENUE

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

RF No: BLE / 52393
Description: OFFICE & DOMESTIC CLEANING KLAWER
Closing date and time: 12 NOVEMBER 2013 AT 10H00 Sharp
Closing address: [Refer to options in Delivery Instructions for RFQ below]

Non Refundable Deposit

On or after R150,00, the RFQ documents may be inspected at and are obtainable from the office of the Secretariat, Transnet Park 6th Floor, Robert Sobukwe Street, Bellville on payment of an amount of R 150,00 [inclusive of VAT] per set.: Note: This amount is not refundable. RFQ documents will only be available until 14h00 on 1 November 2013. Payment is to be made as follows

Bank: Standard Bank
Account Number: 602 0315 8598
Branch: Braamfontein
Branch code: 004805
Account Name: Transnet Freight Rail
Reference: BLE / 52393

Note: This amount is not refundable. RFQ documents will only be available until 14h00 on 1 November 2013.

A receipt for such payment made must be presented when collecting the RFQ documents and submitted thereafter with your Proposal. All envelopes must reflect the return address of the Respondent on the reverse side. DELIVERY INSTRUCTIONS FOR RFQ

If delivered by hand, the envelope is to be deposited in the Transnet tender box which is located at the main entrance of Transnet Park, ROBERT SOBUKWE Road, Bellville, and should be addressed as follows:

THE SECRETARIAT
ACQUISITION COUNCIL
TRANSNET PARK
TENDER BOX
ROBERT SOBUKWE ROAD
BELLVILLE 7535

The measurements of the "tender slot" are 400mm wide x 100mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as above.

Dispatch by courier

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

THE SECRETARIAT
TRANSNET ACQUISITION COUNCIL
6TH FLOOR
TRANSNET PARK
ROBERT SOBUKWE ROAD
BELLVILLE

Please note that this RFQ closes punctually at **10:00 on Tuesday 12 NOVEMBER 2013.**

1. If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "NON-RESPONSIVE" and will be disqualified.
2. No email or facsimile responses will be considered, unless otherwise stated herein.
3. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
4. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals (information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
5. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.

A. FORMAL BRIEFING

- i. A compulsory RFQ Tender Briefing / Site Meeting will be conducted at Transnet Freight Rail, **KLAWER STATION 5 NOVEMBER 2013 at 14h00.** [Respondents to provide own transportation and to wear appropriate safety apparel]. Project Manager Russel Yon.
- ii. **Respondents failing to attend the compulsory RFQ briefing will be disqualified.**

The site meeting will start PUNCTUALLY at 14H00 and information will not be repeated for late comers.

1 Responses to RFQ

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

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

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a "preference" to companies who provide a valid B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

2.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note the following:

- In this RFQ, Transnet will apply the 80/20 preference point system prescribed in the PPPFA.
- Proposals will be evaluated on price which will be allocated 80 points and preference which will be allocated 20 points.
- The 80/20 preference point system applies where the acquisition of the Services will be less than R1 000 000.00. However, if the 80/20 preference point system is stipulated in this RFQ and all Bids received exceed R1 000 000.00, the RFQ will be cancelled.

In compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as from 1 October 2011 valid B-BBEE Verification Certificates must be issued by:

- (i) Verification Agencies accredited by the South African National Accreditation System [SANAS]; or
- (ii) Registered Auditors approved by the Independent Regulatory Board of Auditors [IRBA], in accordance with the approval granted by the Department of Trade and Industry.

Enterprises will be rated by such agencies based on the following:

- a) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
 - Rating level based on all seven elements of the B-BBEE scorecard
- b) **Qualifying Small Enterprises – QSE** [i.e. annual turnover between R5 million and R35 million]:
 - Rating based on any four of the elements of the B-BBEE scorecard
- c) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:

In accordance with B-BBEE Codes of Good Practice [Statement 000, Section 4], any enterprise with an annual total revenue of R 5 million or less qualifies as an EME.

- Automatic rating of B-BBEE Level 4 irrespective of race or ownership
- Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as B-BBEE Level 3

Sufficient evidence to qualify as an EME would be a certificate (which may be in the form of a letter) from an auditor or accounting officer or a certificate from a Verification Agency accredited

by SANAS. The certificate must confirm the company's turnover, black ownership / black female ownership, B-BBEE status level and validity date.

Respondents are required to furnish proof of the above to Transnet. [i.e. a valid detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or a valid certificate in respect of EMEs].

Transnet will accordingly allocate a maximum of **20 [twenty] points** to the Respondent's final score based on an entity's B-BBEE scorecard rating. [Refer **Annexure A – B-BBEE Preference Points Claim Form** for further details].

N.B. Failure to submit a B-BBEE certificate, which is valid as at the Closing Date of this RFQ, will result in a score of zero being allocated for B-BBEE.

[Refer clause 18 below for Returnable Documents required]

2.2 B-BBEE Joint Ventures, Consortiums and/or Subcontractors

In addition to the above, Respondents who would wish to enter into a Joint Venture [JV] or consortium with, or subcontract portions of the contract to, B-BBEE entities, must state in their RFQs the percentage of the total contract value that would be allocated to such B-BBEE entities, should they be successful in being awarded any business. A valid B-BBEE Verification Certificate in respect of such B-BBEE JV or consortium partners and/or subcontractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFQ Bid to enable Transnet to evaluate in accordance with the processes outlined in the B-BBEE Preference Points Claim Form appended hereto as Section 14.

(i) JVs or Consortiums

If contemplating a JV or consortium, Respondents should also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFQ process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

(i) Incorporated JVs/Consortiums

As part of an incorporated JV/consortium's Bid response, the incorporated JV/consortium must submit a valid B-BBEE Verification Certificate in its registered name.

(ii) Unincorporated JVs/Consortiums

As part of an unincorporated JV/consortium's tendered response, the unincorporated JV/consortium must submit a consolidated B-BBEE certificate as if it was a group structure and such scorecard must have been prepared for this RFQ in particular.

N.B. Failure to submit a B-BBEE certificate in respect of the JV or Consortium, which is valid as at the Closing Date of this RFQ, will result in a score of zero being allocated for B-BBEE.

(ii) Subcontracting

If contemplating subcontracting, please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Proposal that such Respondent intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to an entity that does not qualify for at least the same points that the Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

2.3 Subcontracting:

Will any portion of the contract be subcontracted? YES/NO [delete which is not applicable]

If YES, indicate:

- (i) What percentage of the contract will be subcontracted?%
- (ii) The name of the subcontractor
- (iii) The B-BBEE status level of the subcontractor
- (iv) Is the subcontractor an EME? YES/NO

2.4 Declaration with regard to Company/Firm

(i) Name of Company/Firm.....

(ii) VAT registration number.....

(iii) Company registration number.....

(iv) Type of Company / Firm

Partnership/Joint Venture/Consortium

One person business/sole propriety

Close Corporations

Company (Pty) Ltd

[TICK APPLICABLE BOX]

(v) Describe Principal Business Activities

.....

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

(vi) Company Classification

- Manufacturer
 - Supplier
 - Professional Service Provider
 - Other Service Providers, e.g Transporter, etc
- [TICK APPLICABLE BOX]

(vii) Total number of years the company/firm has been in business.....

3 Communication

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

b) A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Doepie du Preez
Email: Doepie.dupreez@transnet.net

c) Respondents may, also, at any time after the closing date of the RFQ, communicate with Carol Swan or Johanna Kotze on any matter relating to its RFQ response:

Email: Johanna.kotze@transnet.net or Carol.swan@transnet.net

4 Tax Clearance

The Respondent's **original valid** Tax Clearance Certificate must accompany the Quotation. Failure to provide this document with the RFQ submission may result in disqualification.

5 VAT Registration

The valid VAT registration number must be stated here: _____ [if applicable].

6 Legal Compliance

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

7 Changes to Quotations

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

8 Pricing

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

9 Prices Subject to Confirmation

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

10 Negotiations

Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents.

11 Binding Offer

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

12 Disclaimers

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

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

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to indicate below whether or not they have been found guilty of a serious breach of law during the past 5 [five] years:

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

13 Evaluation Criteria

Transnet will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider, if so required:

- **Administrative responsiveness** - Completeness of response and returnable documents
- **Substantive responsiveness** – Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.
- Weighted evaluation based on 80/20 preference point system as indicated in paragraph 2 above:
 - Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical
 - B-BBEE status of company

Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below.

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

14 Validity Period

Transnet desires a validity period of 60 [sixty] days from the closing date of this RFQ.

This RFQ is valid until _____.

¹ Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.

15 Banking Details

BANK: _____
BRANCH NAME / CODE: _____
ACCOUNT HOLDER: _____
ACCOUNT NUMBER: _____

16 Company Registration

Registration number of company / C.C. _____
Registered name of company / C.C. _____

17 Disclosure of Prices Quoted

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

YES NO

18 Returnable Documents

Returnable Documents means all the documents, sections and Annexures, as listed in the tables below.

- a) Respondents are required to submit with their Quotations the **Returnable Documents**, as detailed below.

Failure to provide all these Returnable Documents at the Closing Date and time of this RFQ may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these Returnable Documents by so indicating [Yes or No] in the table below:

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
- Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
SECTION 2 : Quotation Form	

Respondent's Signature

Date & Company Stamp

Returnable Documents	Submitted [Yes or No]
SECTION 3: Vendor Application Form	
<ul style="list-style-type: none"> • Original cancelled cheque or bank verification of banking details 	
<ul style="list-style-type: none"> • Certified copies of IDs of shareholder/directors/members [as applicable] 	
<ul style="list-style-type: none"> • Certified copy of Certificate of Incorporation [CM29/CM9 name change] 	
<ul style="list-style-type: none"> • Certified copy of share certificates [CK1/CK2 if C.C.] 	
<ul style="list-style-type: none"> • Entity's letterhead 	
<ul style="list-style-type: none"> • Certified copy of VAT Registration Certificate [RSA entities only] 	
<ul style="list-style-type: none"> • Certified copy of valid Company Registration Certificate [if applicable] 	
<ul style="list-style-type: none"> • Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party] 	
<ul style="list-style-type: none"> • Letter of Good Standing 	
<ul style="list-style-type: none"> • Schedule of Rates and Quantities (Annexure A) 	
<ul style="list-style-type: none"> • Section 4: CERTIFICATE OF ACQUAINTANCE WITH SPECIFICATIONS 	
<ul style="list-style-type: none"> • Section 5: CERTIFICATE OF ATTENDANCE OF SITE MEETING 	

"PREVIEW COPY ONLY"

Section 2 QUOTATION FORM

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

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

- the Standard Terms and Conditions for the Supply of Goods or Services to Transnet [available on request]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

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

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

Price Schedule

I/We quote as follows for the services, including VAT: **(Summary of Totals ex Annexure A)**

Item No	Description of Goods/Services	Total Price for 12 months (ZAR)
A	For cleaning offices	
B	Window cleaning	
Total (Excluding VAT)		

Notes to Pricing:

- All Prices must be quoted in South African Rand, exclusive of VAT
- To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with the attached Schedule of Rates and Quantities **(Annexures A)** and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- Prices must remain firm for the first 12 months – any increase after that will be subject to CPI and the statutory labour increases**

PRICE BREAKDOWN

Please indicate the percentage (%) breakdown of your prices (Failure to complete the under mentioned may render your quote invalid)

Element	Percentage
Labour	
Consumables	
Profit	

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Respondent's Signature

Date & Company Stamp

Section 3

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET

A Supplier/Service Provider shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). A Quotation submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [**Terms** and each **Term**] and Transnet's purchase order(s) [**Order** or **Orders**] represent the only conditions upon which Transnet SOC Ltd [**Transnet**] procures goods [**the Goods**] or services [**the Services**] specified in the Order from the person to whom the Order is addressed [**the Supplier/Service Provider**]. Transnet does not accept any other conditions which the Supplier/Service Provider may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

2 CONFORMITY WITH ORDER

Goods/Services shall conform strictly with the Order. The Supplier/Service Provider shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier/Service Provider warrants that the Goods/Services shall be fit for their purpose and of satisfactory quality.

3 DELIVERY AND TITLE

3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's/Service Provider's obligations under the Order.

3.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.

3.3 If on delivery, the Goods/Services do not conform to the Order, Transnet may reject the Goods/Services and the Supplier/Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Goods/Services at the Supplier's/Service Provider's expense within the specified delivery times, without any liability due by Transnet

4 PRICE AND PAYMENT

4.1 Prices specified in an Order cannot be increased. Payment for the Goods/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.

4.2 Payment of the Supplier's/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

5 PROPRIETARY RIGHTS LIABILITY

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Goods/Services or any written material provided to Transnet relating to any Goods/Services or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier/Service Provider hereby indemnifies Transnet against and holds it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier/Service Provider following a design or process originated and furnished by Transnet. The Supplier/Service Provider shall either

- a) procure for Transnet the right to continue using the infringing Goods; or
- b) modify or replace the Goods/Services so that they become non-infringing,

provided that in both cases the Goods/Services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier/Service Provider may remove, with Transnet's prior written consent, such Goods/Services and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier/Service Provider shall have no liability in respect of any continued use of the infringing Goods/Services after Supplier's/Service Provider's prior written request to remove the same.

6 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier/Service Provider and any information relating to Transnet's business which may have come into the Supplier's/Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Service Provider as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier/Service Provider shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

7 PUBLICITY

The Supplier/Service Provider shall not name Transnet or use its trademarks, service marks [whether registered or not] or Goods in connection with any publicity without Transnet's prior written consent.

8 TERMINATION OF ORDER

- 8.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Supplier/Service Provider or the Supplier/Service Provider commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, or upon written notice to the Supplier/Service Provider when such work on the Order shall stop.
- 8.2 Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.
- 8.3 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- 8.4 If the Goods or services are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Goods or any damage caused due to the failure or delay in the delivery.

9 ACCESS

The Supplier/Service Provider shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's/Service Provider's employees. The Supplier/Service Provider shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

10 WARRANTY

The Supplier/Service Provider warrants that it is competent to supply the Services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to [inter alia] the Services in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier/Service Provider hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

11 INSOLVENCY

If the Supplier/Service Provider shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier/Service Provider compounds with its creditors or passes a resolution for the winding up or administration of the Supplier/Service Provider, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

12 ASSIGNMENT

The Supplier/Service Provider shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

13 NOTICES

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

14 LAW

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier/Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier/Service Provider does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

15 GENERAL

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses **Error! Reference source not found., Error! Reference source not found., Error! Reference source not found., Error! Reference source not found.** and **Error! Reference source not found.** Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

16 COUNTERPARTS

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

By signing this RFQ document, 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 SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed to properly take it into account for the purpose of calculating quoted prices or otherwise.

SIGNED at _____ on this _____ day of _____ 20__

.....
SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE

NAME: _____

DESIGNATION: _____

REGISTERED NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

Respondent's contact person: *[Please complete]*

Name :
Designation :
Telephone :
Cell phone :
Facsimile :
Email :
Website :

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

Section 4
GENERAL BID CONDITIONS [SERVICES]

Copy is available on request.

"It is the responsibility of the Bidder to ensure they are familiar with the General Bid Conditions."

"PREVIEW COPY ONLY"

**Section 5.
STANDARD TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION
OF SERVICES TO TRANSNET**

Copy available on request.

**"It is the responsibility of the Bidder to ensure they are familiar with the
Standard Terms and Conditions of Contract."**

"PREVIEW COPY ONLY"

Section 6: CERTIFICATE OF ACQUAINTANCE WITH SPECIFICATIONS

I/We

_____ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the Specifications for the carrying out of the proposed Services for which I/we submitted my/our Proposal.

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

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the Specifications as confirmation in terms of the Returnable Schedule.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

"PREVIEW COPY ONLY"

Section 7:

CERTIFICATE OF ATTENDANCE OF SITE BRIEFING – RFQ BLE 52396

It is hereby certified that –

1. _____
2. _____

Representative(s) of _____ *[name of entity]*

attended the RFQ briefing in respect of the proposed Services to be rendered in terms of this RFQ on

_____ 20_____

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____



Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

Transnet Vendor Management has received a request to load your company on to the Transnet vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (SDF) on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if CC)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover, and percentage black ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (SANAS member).

NB:
 • **Failure to submit the above documentation will delay the vendor creation process.**
 • Where applicable, the respective Transnet business unit processing your application may request further information from you. E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc.

IMPORTANT NOTES:

- a) **If your annual turnover is less than R5 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company **AND/OR** BBBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBBEE score.
- b) **If your annual turnover is between R5 million and R35million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.
 NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).
- c) **If your annual turnover is in excess of R35million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.
 NB: BBBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- d) **To avoid PAYE tax being automatically deducted from any invoices received from you**, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, **No payments can be made to a vendor** until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed
- f) Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.

Regards,

Transnet Vendor/Supplier Management .Contact person Carol: tell: 021 940-3846 fax 021 940-3883.



Supplier Declaration Form

Company Trading Name						
Company Registered Name						
Company Registration Number Or ID Number If A Sole Proprietor						
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
VAT number (if registered)						
Company Telephone Number						
Company Fax Number						
Company E-Mail Address						
Company Website Address						
Bank Name			Bank Account Number			
Postal Address					Code	
Physical Address					Code	
Contact Person						
Designation						
Telephone						
Email						
Annual Turnover Range (Last Financial Year)		< R5 Million	R5-35 million	> R35 million		
Does Your Company Provide		Products	Services	Both		
Area Of Delivery		National	Provincial	Local		
Is Your Company A Public Or Private Entity			Public	Private		
Does Your Company Have A Tax Directive Or IRP30 Certificate			Yes	No		
Main Product Or Service Supplied (E.G. Stationery/Consulting)						
BEE Ownership Details						
% Black Ownership		% Black women ownership		% Disabled person/s ownership		
Does your company have a BEE Certificate			Yes	No		
What is your broad based BEE status (Level 1 to 9 / Unknown)						
How many personnel does the firm employ		Permanent		Part time		
Transnet Contact Person						
Contact number						
Transnet operating division						
Duly Authorised To Sign For And On Behalf Of Firm / Organisation						
Name			Designation			
Signature			Date			
Stamp And Signature Of Commissioner Of Oath						
Name			Date			
Signature			Telephone No.			

NB: Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products.

Transnet Vendor/Supplier Management .Contact person Carol: tell: 021 940-3846 fax 021 940-3883

ANNEXURE A

**OFFICE AND DOMESTIC CLEANING SERVICES AT KLAWER
FOR A PERIOD OF 24 MONTHS**

1. PROJECT SPECIFICATION

1.1 SCOPE OF WORK

The service required is for Office and Domestic Cleaning at various Transnet assets for Real Estate Management at Klawer.

1.2 MATERIAL AND EQUIPMENT

The successful contractor shall supply all necessary cleaning material and equipment for the proper cleaning of the offices and toilet facilities as required.

White 1st grade toilet paper and roller towel must be supplied.

Soft soap is to be supplied to each wash hand basin.

1.3 WINDOW CLEANING

Wash window frames internally and externally with detergent and allow time to dry.

Polish brass window fittings with brass cleaning agent / polish.

Wipe glass surface with damp cloth to remove surface grime.

Then clean glass surface with window cleaning agent and buff till shining.

This cleaning method is also to be applied to all internal glass panelling and glass door panelling.

1.4 DEEP CLEAN

Deep cleaning must be done every month.

Deep clean – shower cubicles.

All tile surfaces are to be stripped by using a recognized bacterial stripper.

Once surface has been washed it must be allowed to dry.

Lastly tiled surfaces must be sprayed with an anti-fungal spray.

Shower mats is to be disinfected in this cleaning process by washing / scrubbing with an anti-fungal cleaner and allowed to dry by leaving in sun for approximately an hour.

1.5 PEST CONTROL

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

1.6 WASHING OF DISHES

It is requested that the contractor makes allowance for cleaning of the tea cups and utensils at two periods where possible. The times are not set but requested to be at 11:00 and 14:00 each day. Cleaning

ANNEXURE A

of dishes for functions and meetings other than the normal tea breaks are for the account of the tenants and arrangement should be made with the contractor to provide a service and an estimate for the client to approve. The cost to have the contractor supply such a service is a separate agreement with this tenant and not part of this contract.

1.7 EMPTYING OF REFUSE BINS (WHEELIE BINS)

The emptying of refuse bins is part of the duty of the contractor; these bins must be placed in a position where it can be collected by the municipal vehicle. The bins must be cleaned and sanitized on a weekly basis.

1.8 SUPPLY AND SERVICE SHE BINS

As this is a specialist item the contractor is to outsource this service from a registered hygiene service provider / supplier. The cost of such a service is to be added to the contracted price. This agreement with the external supplier is for the cost of the contractor and not Transnet directly.

1.9 EXCLUSION OF CONSULTANTS

This exclusion clause is merely added to exclude any agencies from securing contracts and then sub-contracting the work to lesser companies or private individuals, it is in the interest of Transnet and the contenders that are currently operating in the Hygiene and Domestic cleaning environment.

Sub-contracting in this contract only refers to the supply and service of She Bins.

1.10 VOLUMES FOR CALCULATIONS

Below is a guide to the amount of consumables required per month for each location.

NAME OF BUILDING	ASSET NO.	SHE BINS	Toilet paper	Roller towel	Soap dispenser
Station Building	02EDB02C	0	0	1	1
Mess and Ablution	02ADB06C	0	15	1	1
Train Crew Office	02ADB20C	0	0	0	0
Wash and toilet facilities	02ABD21C	0	15	1	1
Signals Office	02BDB04C	0	0	0	0
TOTAL					

1.11 CLEANING SCHEDULE

The list below is the frequency that Transnet requires the contractor to do the cleaning of the specified items.

TOILETS AND MESSROOMS	DAILY	WEEKLY	MONTHLY
Clean basins & taps	Twice		

Respondent's Signature

Date & Company Stamp

ANNEXURE A

Clean toilet pans & seat	Twice		
Clean urinals	Twice		
Clean windows			Quarterly
Deep clean shower			✓
Clean shower	✓		
Dust walls		✓	
Dust window sills		✓	
Empty "She bins" (by a registered supplier)			✓
Empty waste bins	✓		
Move and clean behind items			✓
Place deo-blocks (men's toilet urinals)		✓	
Polish floors			
Refill condom dispenser (as required)	✓		
Refill roller towel (as required)			✓
Refill soap dispenser (as and when required)	✓		
Refill toilet paper	✓		
Remove cobwebs with duster	✓		
Shine doors		✓	
Shine polished surfaces - WOODEN		✓	
Sweep floor surfaces	✓		
Wash floors - VINYL FLOOR SURFACES		✓	
Wipe skirting boards		✓	
Wipe wall tiles	✓		
Shine mirrors	✓		
KITCHEN	DAILY	WEEKLY	MONTHLY
Clean basins & taps	Twice		
Clean kitchen sink / wash dishes	Twice		
Clean windows			✓
Dust furniture / polish		✓	
Dust walls			✓
Dust window sills		✓	
Move and clean behind items			✓
Shine polished surfaces - WOODEN		✓	
KITCHEN	DAILY	WEEKLY	MONTHLY
Sweep floor surfaces	✓		
Wash floors - VINYL / CERAMIC TILES		✓	
Shine doors		✓	
Shine polished surfaces		✓	

Respondent's Signature

Date & Company Stamp

ANNEXURE A

Wipe skirting boards		✓	
Wipe table surfaces	✓		
Wipe wall tiles	✓		
Empty waste bins	✓		
OFFICES, HALL WAYS AND PASSAGES	DAILY	WEEKLY	MONTHLY
Clean windows			✓
Dust furniture		✓	
Dust walls			✓
Dust window sills		✓	
Move and clean behind items			✓
Polish floors			✓
Remove cobwebs with duster		✓	
Shine doors			✓
Shine polished surfaces		✓	
Sweep floor surfaces	✓		
Vacuum carpets		✓	
Wipe skirting boards		✓	
Wipe table surfaces	✓		
Wipe wall tiles		✓	
Empty waste bins	✓		

2. SPECIAL CONDITIONS**2.1 GENERAL****2.1.1 Storage Facility**

A storage facility will be made available if required. This is for a lockable place to store material and equipment.

2.1.2 Defects

All defects must be reported daily to Mr. DAWID ARNOLDUS on facsimile no. (021) 940-2903 or on telephone no. (021) 940-2107.

2.2 PRICING

Payment of the Supplier's/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, The standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement.

IMPORTANT - No provision shall be entertained for any wage increases during the contract period.

Respondent's Signature

Date & Company Stamp

ANNEXURE A**2.3 DURATION OF CONTRACT**

This contract is provisionally for a period of 24 months.

2.4 TIME TO COMPLETE THE WORK AND PENALTIES

The successful bidder shall be required to complete the whole of the work, as set out in the Project Specification. As this work is for a services based type of work and is to be completed in a cycle of thirty (30) days, correction to the defective work or complaint has to be completed within 24 hours. Transnet Freight Rail will enter into a Service Level Agreement with the successful bidder.

2.5 WORKING HOURS

Working hours are between 07:30 and 16:00 - Mondays to Fridays (Excluding public holidays).

2.6 DAMAGE TO PROPERTY AND/OR SERVICES

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

2.7 COMPLIANCE WITH STATUTES

The successful bidder shall comply with the provisions of.

- i) Act 130 of 1993, Compensation of Occupational Injuries and Diseases Act
- ii) Act 85 of 1993, Occupational Health and Safety Act.
- ii) Basic Conditions of Employment Act (BCEA) No 75 of 1997

2.8 SITE INSTRUCTION BOOK

A site instruction book (with triplicate pages) must be in the possession of the contractor for each building to receive instructions or the recording of complaints.

2.9 STAFF MATTERS**2.9.1 Supervision**

The contractor has to have a supervisor on site at all times. This supervisor will be the person that reports to the contractor. Transnet representative will communicate with only this delegated person regarding inspections and / or defective work / workmanship. Transnet's representatives will not be acting as supervisors to the contractors staff. Supervisor is a senior member of the cleaning staff.

2.9.2 Staff Compliment

The full staff compliment as quoted in the RFQ document must be present at all times on site. Staff must be on duty for the full day as per Transnet working day. This means the number of people on duty from the contractor staff compliment on site during normal working hours. Working hours are between 07:30 and 16:00 – Mondays to Fridays (Excluding public holidays).

ANNEXURE A

STAFF REQUIRED	1 Male or 1 Female
-----------------------	--------------------

2.9.3 Relief Staff

The contractor is to provide temporary staff as relief for any period of absenteeism and illness. It is required that the replacement person be on site by 10:00 on notice by supervisor. Failure to have a replacement person on duty will mean that the contractor will have to alter his tax invoice to make allowance for the period not covered by his personnel. It is in the interest of the contractor to keep accurate records of attendance of staff.

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ANNEXURE A**PRICE SCHEDULE****SECTION (A) FOR CLEANING**

NAME OF BUILDING	ASSET NO.	AREA m2	RATE	AMOUNT
Station Building	02EDB02C	247.2		
Mess and Ablution	02ADB06C	24.1		
Train Crew Office	02ADB20C	186.0		
Wash and toilet facilities	02ABD21C	72.0		
Signals Office	02BDB04C	83.9		
TOTAL				

SERVICES FEES AND COSTS**SECTION (B) FOR WINDOW CLEANING**

Window cleaning has been separated from the monthly cleaning and will be done on a quarterly basis. Here the contractor may use own staff or a window cleaning company. If a company is used that invoice is for the contractors account and not for Transnet directly. A separate invoice must be submitted for the quarterly window cleaning. The price for the windows must be

WINDOW CLEANING	Rate per Quarter	TOTAL AMOUNT (for 8 cleans)
Klawer Windows (3 times in 24 months)		
TOTAL		

SUMMARY OF PRICES

DESCRIPTION	AMOUNT FOR 12 MONTHS
SECTION (A) FOR CLEANING	
SECTION (B) FOR WINDOW CLEANING	
TOTAL (EXCLUDING VAT)	

Respondent's Signature

Date & Company Stamp