

Transnet freight rail, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] NO. PTT/53199

FOR THE PROVISION OF: PROVISION OF OFFICE, MESS AND ABLUTION CLEANING SERVICES AT VARIOUS BUILDINGS SITUATED IN NORTH BAY, PORT ELIZABETH, PE HARBOUR AND HUMERAIL

LOCATION: PORT ELIZABETH AREA

ISSUE DATE: 25 SEPTEMBER 2014

CLOSING DATE: 21 OCTOBER 2014

CLOSING TIME: 12:00

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SCHEDULE OF DOCUMENTS

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Section 1
NOTICE TO BIDDERS

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

On or after 25 September 2014 RFQ documents may be inspected at, and are obtainable from the Regional Supply Chain Office, 2nd Floor, Room 204, Fleming Street, Port Elizabeth

Arrangements for the collection of the RFQ documents can be made with Me. Ronelle Blom on telephone number 041 – 507 2720/21 or email: ronelle.blom@transnet.net or phumla.maldaka@transnet.net

No RFQ/tender fee is applicable and will be issued "**FREE OF CHARGE**" to all respondents.

A compulsory information briefing session will be conducted on 03 October 2014. Attendance is compulsory and failure to attend will disqualify submissions from evaluation. The compulsory information briefing session will be conducted over a period of +/- 2 hours.

The compulsory information briefing session will start punctually at 10h00 and Respondents must please ensure that they arrive on time to prevent any delays.

Details of the compulsory information briefing session:

Date: 03 October 2014
Venue: Transnet Freight Rail
FC Sturrock Building
Fiedel Mulke Hall (6th floor)
Fleming Street
Port Elizabeth
Time: 10h00

(NB: Respondents will be responsible to conduct their own site inspections to the various buildings where the services are required)

The above-mentioned session are to be used as an opportunity for the attendees to familiarise themselves with the scope of the requirements and furthermore for bidders to pose and for TFR to respond in terms of "questions and answers". **It is hence required that prospective bidders are fully familiar with the entire tender pack prior to attending these sessions.** All respondents are to provide their own transportation and accommodation to and from the abovementioned session and site visits and will be for their own expense. Transnet will not provide transport in any form.

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

METHOD: Post and/or courier

CLOSING VENUE: **Postal Address:**
Transnet SOC Limited

Secretariat of the Acquisition Council (ASO)

PO Box 13213

Humewood

Port Elizabeth

6013

Physical Address:

Transnet SOC Limited

Secretariat of the Acquisition Council, (ASO)

Tender Box, 2nd Floor Foyer

FC Sturrock Building

Fleming Street

Port Elizabeth

6001

NB: Quotations must be enclosed in a sealed envelope which must have inscribed on the outside:

| | |
|--|--|
| RFQ No | : PTH/53199 |
| Description | Office Cleaning Port Elizabeth Area |
| Closing date and time | : 21 October 2014 at 12h00 |
| Closing address (refer to abovementioned options) | |

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. The original signed RFQ will serve as the legal binding document and no copies will be accepted for evaluation purposes.

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 that the following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and

- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).
- Bidders are to note that if the 80/20 preference point system is stipulated in this RFP and all Bids received exceed R1 000 000.00, the RFP must be cancelled. Similarly, if the 90/10 preference point system is stipulated in this RFP and all Bids received are equal to or below R1 000 000.00, the RFP must be cancelled.

The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included); and therefore the **90/10** system shall be applicable.

When Transnet invites prospective suppliers to submit Proposals for its various expenditure programmes, it requires Respondents to have their B-BBEE status verified in compliance with the Codes of Good Practice issued in terms of the Broad Based Black Economic Empowerment Act No. 53 of 2003.

The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a one year transitional period starting 11 October 2013. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 10 October 2014. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

Respondents are required to complete Annexure A [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE. [Refer clause 19 below for Returnable Documents required]

3 Communication

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

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

Name: Granville van der Merwe Email: granville.vandermerwe@transnet.net

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

Telephone 041 - 5072721 Email ronelle.blom@transnet.net

4 Tax Clearance

The Respondent's original and valid Tax Clearance Certificate must accompany the Quotation. Note that no business shall be awarded to any Respondent whose tax matters have not been declared by SARS to be in order.

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 shortlisted 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.

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

13 Transnet’s supplier integrity pact

Transnet’s Integrity Pact requires a commitment from suppliers and Transnet that they will not engage in any corrupt and fraudulent practices, anti-competitive practices; and act in bad faith towards each other. The Integrity Pact also serves to communicate Transnet’s Gift Policy as well as the remedies available to Transnet where a Respondent contravenes any provision of the Integrity Pact.

Respondents are required to familiarise themselves with the contents of the Integrity Pact which is available on the Transnet Internet site [www.transnet.net/Tenders/Pages/default.aspx] or on request. Furthermore, Respondents are required to certify that they have acquainted themselves with all the documentation comprising the Transnet Integrity Pact and that they fully comply with all the terms and conditions stipulated in the Transnet Supplier Integrity Pact as follows

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

Should a Respondent need to declare previous transgressions or a serious breach of law in the preceding 5 years as required by Annexure A to the Integrity Pact, such declaration must accompany the Respondent’s bid submission.

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14 Evaluation Criteria

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

| Criterion/Criteria | Explanation |
|---|--|
| Phase 1: Administrative responsiveness | Completeness of response and returnable documents = 100% |
| Substantive responsiveness | Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given = 100% The following Mandatory documents must be submitted with RFQ: <ol style="list-style-type: none"> 1. Material Safety Data Sheets (MSDS) 2. Risk & Safety Plan 3. Proof of SABS Approved Chemicals to be used |
| Phase2: Final weighted evaluation based on 90/10 preference point system as indicated in paragraph 2 | <ul style="list-style-type: none"> • 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 indicated in Annexure A. |

15 Validity Period

Transnet desires a validity period of 90 [ninety] days from the closing date of this RFQ.

This RFQ is valid until _____.

16 Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

17 Company Registration

Registration number of company / C.C. _____

Registered name of company / C.C. _____

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.

18 Disclosure of Prices Quoted

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

YES NO

19 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 **mandatory Returnable Documents**, as detailed below.

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

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

| Mandatory Returnable Documents | Submitted [Yes or No] |
|---|--------------------------|
| SECTION 2 : Quotation Form | |
| Materials Safety Data Sheets (MSDS) | |
| Risk & Safety Plan | |
| Proof of SABS Approved Chemicals to be used | |

b) In addition to the requirements of section (a) above, Respondents are further required to submit with their Quotations the following **essential Returnable Documents** as detailed below.

Failure to provide all these Returnable Documents may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these documents are returned with their Quotations.

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

| Essential Returnable Documents | Submitted [Yes or No] |
|--|--------------------------|
| SECTION 1 : Notice to Bidders | |
| - Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero for preference | |
| - Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] | |

| Essential Returnable Documents | Submitted [Yes or No] |
|---|--------------------------|
| Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference | |
| - 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 | |
| - Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party] | |
| SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Goods or Services to Transnet | |
| SECTION 4 : Background and Scope of Requirements | |
| SECTION 5 : Certificate of Attendance of RFQ Briefing Session | |
| SECTION 6 : Acknowledgement Form | |
| ANNEXURE A : B-BBEE Preference Points Claim Form | |
| ANNEXURE B : E7/1 Specification for work on, over, under or adjacent to railway lines and near high voltage equipment | |
| ANNEXURE C : Safety Arrangements and Procedural Compliance with the Occupational Health and safety Act, Act 85 of 1993 and regulations | |
| ANNEXURE D : Supplier Code of Conduct | |
| ANNEXURE E : RFQ Declaration Form | |
| LETTER OF GOOD STANDING ISSUED BY COMPENSATION COMMISSIONER OR THE FEDERATED EMPLOYER'S MUTUAL ASSURANCE COMPANY LIMITED (FEM) | |

Respondents to complete this section:

| | |
|------------------------------|------------------|
| NAME OF RESPONDENT | |
| PHYSICAL ADDRESS | |
| | |
| Respondent's contact person: | Name..... |
| | Designation..... |
| | Telephone..... |
| | Cell Phone..... |
| | Facsimile..... |
| | Email..... |
| | Website..... |

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Respondent's Signature

Date & Company Stamp

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 [Section 3 hereof]; 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 required, on a "delivered nominated destination" basis, excluding VAT:

(Refer to Pages 13 – 27)

Notes to Pricing:

- All Prices must be quoted in South African Rand, exclusive of VAT
- To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- 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.

INFRA DEPOT: NORTH END

| SCHEDULE OF WORK AND PRICES INFRA DEPOT NORTH END | | | | |
|--|-----------|----------|------|--------|
| DESCRIPTION | UNIT | QUANTITY | RATE | AMOUNT |
| Cleaning as per scope of requirements | Per Month | 1 | | |
| Total Amount per month excl. VAT | R _____ | | | |

Contact Person at site

Celestine Williams
Tel: 041 507 4041

Working Hours

Mondays to Fridays (Excluding Public Holidays)
07h30 to 16h00

Resource Commitment

Two Cleaners (Female & Male)



Respondent's Signature

Date & Company Stamp

TFR INFRA TELECOMS "TRANSTEL" BUILDING: NORTH END

| SCHEDULE OF WORK AND PRICES INFRA TELECOMS NORTH END | | | | |
|---|-----------|----------|------|--------|
| DESCRIPTION | UNIT | QUANTITY | RATE | AMOUNT |
| Cleaning as per scope of requirements | Per Month | 1 | | |
| Total Amount per month excl. VAT | | R _____ | | |

Contact Person at site

Me. Hettie Prinsloo
Tel: 041 507 4080

Working Hours

Mondays to Fridays (Excluding Public Holidays)
07h30 to 16h00

Resource Commitment

One Cleaner to clean only common areas, radio workshop and Infra Manager's office on 2nd floor



Respondent's Signature

Date & Company Stamp

REAL ESTATE (TECHNICAL): NORTH END

| SCHEDULE OF WORK AND PRICES REAL ESTATE TECHNICAL NORTH END | | | | |
|--|-----------|----------|------|--------|
| DESCRIPTION | UNIT | QUANTITY | RATE | AMOUNT |
| Cleaning as per scope of requirements | Per Month | 1 | | |
| Total Amount per month excl. VAT | R _____ | | | |

Contact Person at site

Me. Wanda Anderson
Tel: 041 507 4057

Working Hours

Mondays, Wednesdays & Fridays only.
07h30 to 16h00

Resource Commitment

One Cleaner



Respondent's Signature

Date & Company Stamp

OHTE DEPOT:NORTH END

| SCHEDULE OF WORK AND PRICES OHTE DEPOT NORTH END | | | | |
|---|-----------|----------|------|--------|
| DESCRIPTION | UNIT | QUANTITY | RATE | AMOUNT |
| Cleaning as per scope of requirements | Per Month | 1 | | |
| Total Amount per month excl. VAT | R _____ | | | |

Contact Person at site

Tamsanqa Phiri
 Tel: 041 507 4151
 Cell: 083 409 6485

Working Hours

Mondays to Fridays (Excluding Public Holidays)
 08h00 to 16h00

Resource Commitment

One Male Cleaner

 Respondent's Signature

 Date & Company Stamp



Respondent's Signature

Date & Company Stamp

FIRE DEPARTMENT: NORTH END

| SCHEDULE OF WORK AND PRICES FIRE DEPARTMENT NORTH END | | | | |
|--|-----------|----------|------|--------|
| DESCRIPTION | UNIT | QUANTITY | RATE | AMOUNT |
| Cleaning as per scope of requirements | Per Month | 1 | | |
| Total Amount per month excl. VAT | R _____ | | | |

Contact Person at site

Mr. Andrew Ludik
Tel: 041 507 4160

Working Hours

Mondays to Fridays (Excluding Public Holidays)
07h30 to 16h00

Resource Commitment

One Cleaner



Respondent's Signature

Date & Company Stamp

DIESEL DEPOT: HUMERAIL

| SCHEDULE OF WORK AND PRICES DIESEL DEPOT HUMERAIL | | | | |
|--|-----------|----------|------|--------|
| DESCRIPTION | UNIT | QUANTITY | RATE | AMOUNT |
| Cleaning as per scope of requirements | Per Month | 1 | | |
| Total Amount per month excl. VAT | R _____ | | | |

Contact Person at site

Mr. Frans Crause
 Tel: 041 507 2705
 Mobile: 082 920 5303

Working Hours

Wednesdays only 07h30 to 16h00.

Resource Commitment

To utilize same cleaner allocated to Real Estate Management in Baakens River



 Respondent's Signature

 Date & Company Stamp

SCHOOL OF RAIL: HUMERAIL & NORTH END

| SCHEDULE OF WORK AND PRICES SCHOOL OF RAIL HUMERAIL | | | | |
|--|-----------|----------|------|--------|
| DESCRIPTION | UNIT | QUANTITY | RATE | AMOUNT |
| Cleaning as per scope of requirements | Per Month | 1 | | |
| Total Amount per month excl. VAT | R _____ | | | |

Contact Person at site

Mr. Ruben de Lange
 Tel: 041 507 2847 or 507 2193

Working Hours

Mondays to Fridays – 07h30 to 15h00
 Closed over December holidays (Normally from mid December to mid January)

Resource Commitment

3 Cleaners (2 cleaners for Humerail and 1 cleaner for North End)
 (Duties will include washing of dishes on a daily basis. Contractor to provide own cleaning materials for example dish washing liquid, swabs and kitchen towels, etc.)

 Respondent's Signature

 Date & Company Stamp

School of Rail - Humerail



School of Rail – North End



Respondent's Signature

Date & Company Stamp

REAL ESTATE: BAAKENS RIVER

| SCHEDULE OF WORK AND PRICES REAL ESTATE MANAGEMENT BAAKENS RIVER | | | | |
|---|-----------|----------|------|--------|
| DESCRIPTION | UNIT | QUANTITY | RATE | AMOUNT |
| Cleaning as per scope of requirements | Per Month | 1 | | |
| Supply and service of 2 paper towel dispensers for toilets | Per Month | 1 | | |
| Total Amount per month excl. VAT | R _____ | | | |

Contact Person at site

Me. Martha Marais
 Tel: 041 507 2161

Working Hours

Mondays, Tuesdays, Thursdays and Fridays – 07h30 to 14h30

Resource Commitment

One Cleaner



 Respondent's Signature

 Date & Company Stamp

YARD OFFICIALS: PE HARBOUR

| SCHEDULE OF WORK AND PRICES YARD OFFICIAL PE HARBOUR | | | | |
|---|--------------------|----------|------|--------|
| DESCRIPTION | UNIT | QUANTITY | RATE | AMOUNT |
| Cleaning as per scope of requirements | Per Month | 1 | | |
| Price must be quoted per month excl VAT | GROSS TOTAL R_____ | | | |

Contact Person at site

Me. Gcobisa Beshe or Tinus Deysel
 Tel: 041 507 2863 or 041 – 507 1411
 Mobile: 083 823 9857 or 083 703 2084

Working Hours

Mondays, Tuesdays, Thursdays & Fridays - 07h30 to 16h30
 Wednesdays – 07h30 to 13h00
 Saturdays – 07h30 to 12h00

Resource Commitment

Three cleaners plus one working Supervisor.
 An additional team of six cleaners including a working supervisor to clean the outside areas for one week of each month.



 Respondent's Signature

 Date & Company Stamp



Respondent's Signature

Date & Company Stamp



Respondent's Signature

Date & Company Stamp

Summary of Working Days / Hours and Resource Commitment per building

**North End, Baakens River,
Humeral & PE Harbour**

| Location | Area | Resource Commitment | Working Days | Working Hours | Number of toilet rolls per month | Number of toilets | Number of Jumbo rolls per month |
|---------------------|------------------------|---|--|----------------|----------------------------------|-------------------|--|
| North End | TFR Infra Telecoms | One Cleaner | Monday to Fridays | 07:30 to 16:00 | 144 | 21 | 8 |
| North End | TFR Infra | Two Cleaners | Monday to Fridays | 07:30 to 16:00 | 144 | 7 | 4 |
| North End | Real Estate Technical | One Cleaner | Mondays, Wednesdays & Fridays | 07:30 to 16:00 | 48 | 3 | 4 |
| North End | OHTE | One Cleaner | Monday to Friday | 08:00 to 16:00 | 192 | 9 | 3 |
| North End | Fire Department | One Cleaner | Monday to Friday | 07:30 to 16:00 | 36 | 6 | 3 |
| Humeral | Diesel Depot | Share cleaner with Real Estate Management | Wednesdays | 07:30 to 16:00 | 48 | 3 | 2 |
| Humeral & North End | School of Rail | Three Cleaners | Monday to Friday | 07:30 to 16:00 | 192 | 18 | 8 |
| Baakens River | Real Estate Management | One Cleaner | Monday, Tuesday, Thursday & Fridays | 07:30 to 14:30 | 96 | 3 | Supply & Service of 2 Paper Towel Dispensers |
| PE Harbour | Yard Official | Four Cleaners | Mondays, Tuesdays, Thursdays & Fridays | 07:30 to 16:30 | 192 | 13 | 6 |
| | | | Wednesdays | 07:30 to 13:00 | | | |
| | | | Saturdays | 07:30 to 12:00 | | | |

Respondent's Signature

Date & Company Stamp

Special Clause re Firm Prices

Transnet desires a fixed price for the duration of the contract (twenty four (24) months) however if the Tenderer is unable to comply with this period an alternative period must be stated. If the alternative period is acceptable to Transnet, any price increases after that period will be negotiated by both parties. The Tenderer must also indicate what indices the price increase will be based on. Should the parties fail to reach an agreement on the price increase, Transnet reserves the right to cancel any item from any resulting contract. Failure to indicate any alternative period will be interpreted the prices are firm for the duration of the contract and no price increase requests will be entertained.

Price firm for (*state period*)

Price increases will be subject to

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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, on 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 Goods/Services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Goods/Services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to [inter alia] the Goods/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 writing 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.

Section 4
BACKGROUND AND SCOPE OF REQUIREMENTS



**PROVISION OF OFFICE, MESS AND ABLUTION CLEANING SERVICES AT
VARIOUS TFR BUILDINGS SITUATED IN NORTH END, BAAKENS RIVER,
HUMERAIL AND PE HARBOUR (PORT ELIZABETH AREA)**

FOR A PERIOD OF 24 MONTHS

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. BACKGROUND

Transnet Freight Rail requires the cleaning of offices, mess and ablution facilities at various buildings situated in North End, Baakens River, Humerail and PE Harbour (Port Elizabeth) for a period of 24 months.

2. SCOPE OF REQUIREMENT

To provide an office, mess and ablution cleaning service on a daily basis at various TFR buildings as indicated below.

Site location

The sites are situated in North End, Baakens River, Humerail and PE Harbour - Port Elizabeth

Infra Depot : North End

- Entire Complex: Offices, Toilets, Mess Facilities, Lecture Room, Stores, Board Room, Smoking Area and Workshops

TFR Infra Telecoms "Transtel" Depot: North End

- Toilets, Mess Facilities, Stores, and Workshop
- Entrance to complex, Stairs and Infra Manager's office on top floor

Real Estate (Technical): North End

- Entire Complex: Offices, Toilets, Mess Facilities, Lecture Room, Stores, Board Room and Workshops

OHTE Depot: North End

- Entire Complex: Offices, Lecture Room and Workshop
- All Toilets and Mess and Ablution Facilities in yard
- Stores

Fire Department: North End

- Entire Complex: Offices, Toilets, Mess Facilities, Lecture Room, Stores, Board Room and Workshops

Humerail Diesel Depot

- Admin Building and Smoking Room
- Security Post Room
- Offices, Toilet and Mess Facilities, Lecture Room

Humerail College Humewood

- Entire Complex including North End training centre

Real Estate Paarlens River

- Entire Office
- Records Office

Yard Officials in PE Harbour

- Ore Berth Control Cabin and Toilet
- Ore Berth Link 11 Cabin and Toilet
- Ore Berth Link 12 Cabin and Toilet
- Weigh Bridge Cabin
- Yard Admin Complex
- A-Control Cabin and Toilets
- Link 20 Office, Mess and Ablution
- Green Street-Control Cabin and Ablution
- Mess Facilities (12m Container) at Ore berth
- Wendy houses x2 at Tippler Ore berth

PARTICULAR SPECIFICATION**AREAS TO BE CLEANED**

- (a) Main Entrance/Security Reception Area
- (b) Stairs and Landings
- (c) Offices and passages
- (d) Toilets / Ladies / Gents
- (e) Kitchens
- (f) Shower areas
- (g) Locker rooms
- (h) Windows
- (I) Mess rooms
- (j) Showers
- (k) Workshop

| TOILETS AND MESSROOMS | DAILY | WEEKLY | MONTHLY |
|--|----------------------|---------------|----------------|
| Empty and clean all waste receptacles | ✓ | | |
| Clean and sanitize all W.C. bowls, basins and urinals/ outlets | ✓ | | |
| Clean all mirrors | ✓ | | |
| Damp mop floors with disinfectant | ✓ | | |
| Spot clean wall tiles, doors and W.C. partitions | ✓ | | |
| Treat against staining, fungal and bacterial growth | When necessary | | |
| Clean and sanitize shower cubicles or showers area and floors | ✓ | | |
| Clean shower doors, where applicable | ✓ | | |
| Refill paper towel (Jumbo Roll) | | | ✓ |
| Refill toilet paper | Daily or as required | | |
| Strip & Polish floors – VINYL FLOOR SURFACES | Twice per Year | | |
| KITCHEN | DAILY | WEEKLY | MONTHLY |
| Vinyl or tiled floors to be damp mopped | ✓ | | |
| Sinks to be cleaned | ✓ | | |
| Cupboard (top) to be damp wiped | ✓ | | |
| Damp wipe tables, chairs and benches | ✓ | | |
| Clean stoves, microwaves, hot water urns or water boilers and fridges as well as washing of dishes | ✓ | | |
| Empty waste bins | ✓ | | |
| OFFICES, ENTRANCES, STORE AREAS AND PASSAGES | DAILY | WEEKLY | MONTHLY |
| Clean all telephones and disinfect | | ✓ | |
| Dust all high ledges and fittings | | ✓ | |
| Dust all horizontal surfaces (low level) | | ✓ | |
| Dust all vertical surfaces (walls, cabinets, etc. to height of 2 meters) | | ✓ | |
| Empty and clean all ashtrays (Smoking Rooms) | ✓ | | |

| OFFICES, ENTRANCES, STORE AREAS AND PASSAGES | DAILY | WEEKLY | MONTHLY |
|--|----------------------------|---------------|----------------|
| Remove all waste to bins for removal by Metropolitan Council | | ✓ | |
| Spot clean all low surfaces (finger marks, etc.) | ✓ | | |
| Washing of walls | When Required or Necessary | | |
| Sweep all floors (Tiles & Vinyl) | ✓ | | |
| Clean door mats | ✓ | | |
| Vacuum carpets | | ✓ | |
| Damp mop all ceramic floor tiles vinyl tiles | ✓ | | |
| Damp mop all vinyl tiles | ✓ | | |
| Dust Vertical blinds | | | |
| Polish desks and office furniture | | ✓ | |
| LOCKER ROOMS | | | |
| Floors to be damp mopped | ✓ | | |
| Walls and fittings to be cleaned | | ✓ | |
| Lockers to be damp wipe | | ✓ | |
| Doors, door frames and benches to be damp cleaned | ✓ | | |
| WINDOWS | | | |
| Dust all windows sills | ✓ | | |
| Clean Windows inside and outside (High Buildings excluded) | | ✓ | |
| STAIRS AND LANDINGS | | | |
| All stairs and landings to be damp mopped | ✓ | | |

SUPERVISION:

- Full time supervision to be provided by Cleaning Contractor, Name and Cell Number to be Provided when contract commences to National Building Manager or his Representative.
Client on site will do Quality Control at regular intervals.

STAFF REQUIREMENTS, WORKING HOURS:

- ❖ The Contractor will ensure a **full staff** compliment between 07:30 and 16:00 or as required by the depot on all working days, **(Monday to Friday or as required by Depot Manager or yard Official)** in order to maintain an efficient cleaning service at all times to all areas every alternative day.
- ❖ Relief staff must be available as and when required.
- ❖ Daily Register of Staff on site to be kept by full time supervisor.

For inspection by National Building Manager or his Representative

EQUIPMENT, MATERIALS AND CONSUMABLES:

The successful contractor must supply the following and is responsible for their own equipment e.g.

- Vacuum cleaners
- Polishers
- Brooms
- Mops
- All cleaning chemicals (Approved Type)
- Consumables e.g. toilet paper, paper towels, etc.
- Toilet paper to be white Single Ply (Kleenex or Equal)
- Toilet paper to be replenished daily or when necessary
- Replenish 1 x jumbo roll per stand every month (Kleenex or Equal) or when necessary. Jumbo rolls must comply to the follow i.e.

25 GRAMS MINIMUM

UNPERFORATED

210 MM WIDE X 1500 M LONG

A NOMINAL CORE DIA. OF 28 MM

- Buckets good quality plastic type with Handle
- Necessary sign boards e.g. Floor Wet/Slippery, etc.
- Feather Dusters

NB: All equipment to be kept in good and safe condition at all times and to comply to all safety regulations, All Electrical cords and extension cords to be checked regularly.

UNIFORM CLOTHING

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

RISK ASSESSMENT:

- It is the contractor responsibility to supply all Safety and Uniform clothing or equipment
- Employees of contractor to wear safety vest and or any safety clothing as required by the depots at all times
- Employees of contractor to wear safety protection when cleaning windows of buildings higher than a single storey
- Employees of contractor to inspect their electrical equipment on a regular base and to record their equipment as required by law.
- Employees of contractor must wear safety protection when working with chemicals as per manufactures instructions
- Contractor employees must undergo a safety induction course that will be given by Transnet Freight rail

GENERAL:

All works must be inspected and signed off by the appointed champion of each depot

that the works was satisfactory completed and done as per spec

Section 5
CERTIFICATE OF ATTENDANCE: INFORMATION BRIEFING SESSION

It is hereby certified that -

- 1.
- 2.

Representative(s) of
(name of company)

attended the site inspection / briefing session in respect of the proposed service to be rendered in terms of this RFQ on2014.

"PREVIEW COPY ONLY"

.....
TRANSNET'S REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE

DATE.....

**Section 6
ACKNOWLEDGEMENT**

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: _____

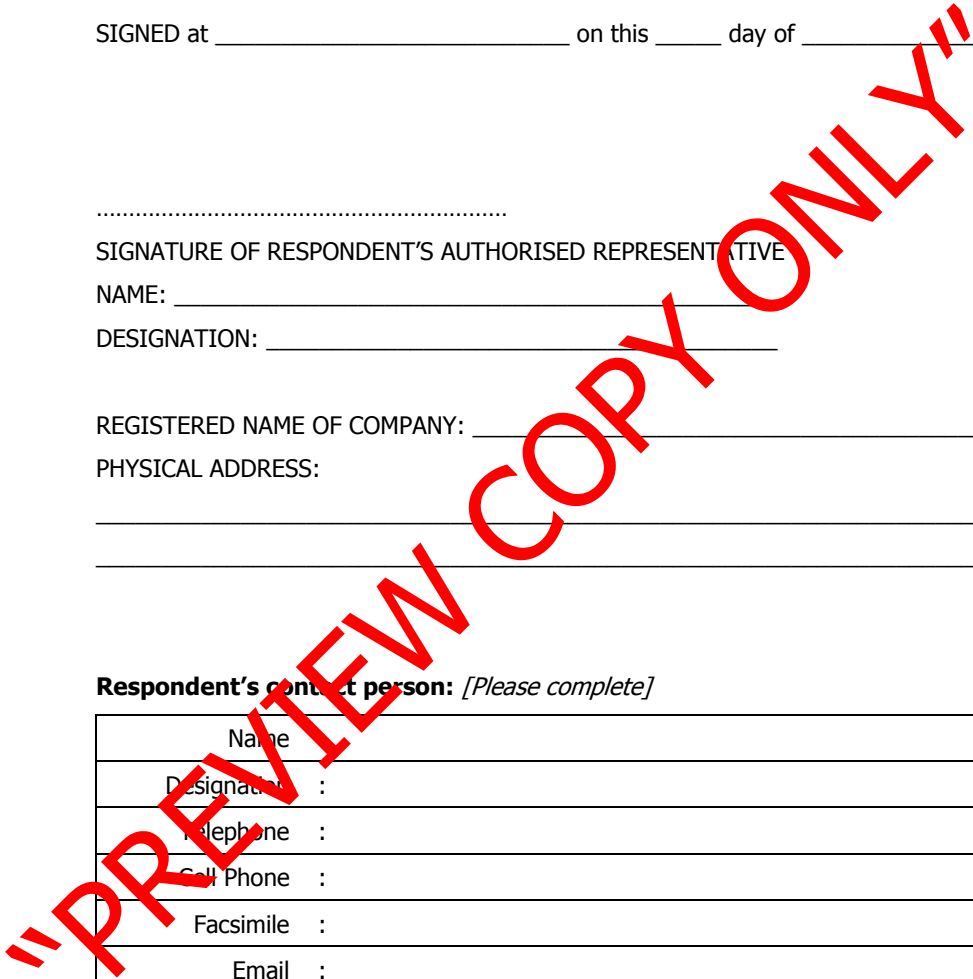
DESIGNATION: _____

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**

ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM

This preference form contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

1. INTRODUCTION

- 1.1 A total of 10 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2. GENERAL DEFINITIONS

- 2.1 "**all applicable taxes**" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "**B-BBEE status of contributor**" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "**Bid**" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 "**consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "**contract**" means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 "**EME**" means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11

October 2013 in terms of Government Gazette No. 36928;

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

3. ADJUDICATION USING A POINT SYSTEM

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

equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.

- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of Points [Maximum 10] |
|------------------------------------|----------------------------------|
| 1 | 10 |
| 2 | 9 |
| 3 | 8 |
| 4 | 5 |
| 5 | 4 |
| 6 | 3 |
| 7 | 2 |
| 8 | 1 |
| Non-compliant contributor | 0 |

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 In terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, Bidders who qualify as QSEs are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.6 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.7 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they

were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

- 4.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.9 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.10 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.11 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

5. B-BBEE STATUS AND SUBCONTRACTING

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

B-BBEE Status Level of Contributor _____ = _____ [maximum of 10 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

5.2 Subcontracting:

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

If YES, indicate:

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

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]

Partnership/Joint Venture/Consortium

- One person business/sole propriety
- Close Corporations
- Company (Pty) Ltd

(v) Describe Principal Business Activities

.....

.....

.....

(vi) Company Classification [TICK APPLICABLE BOX]

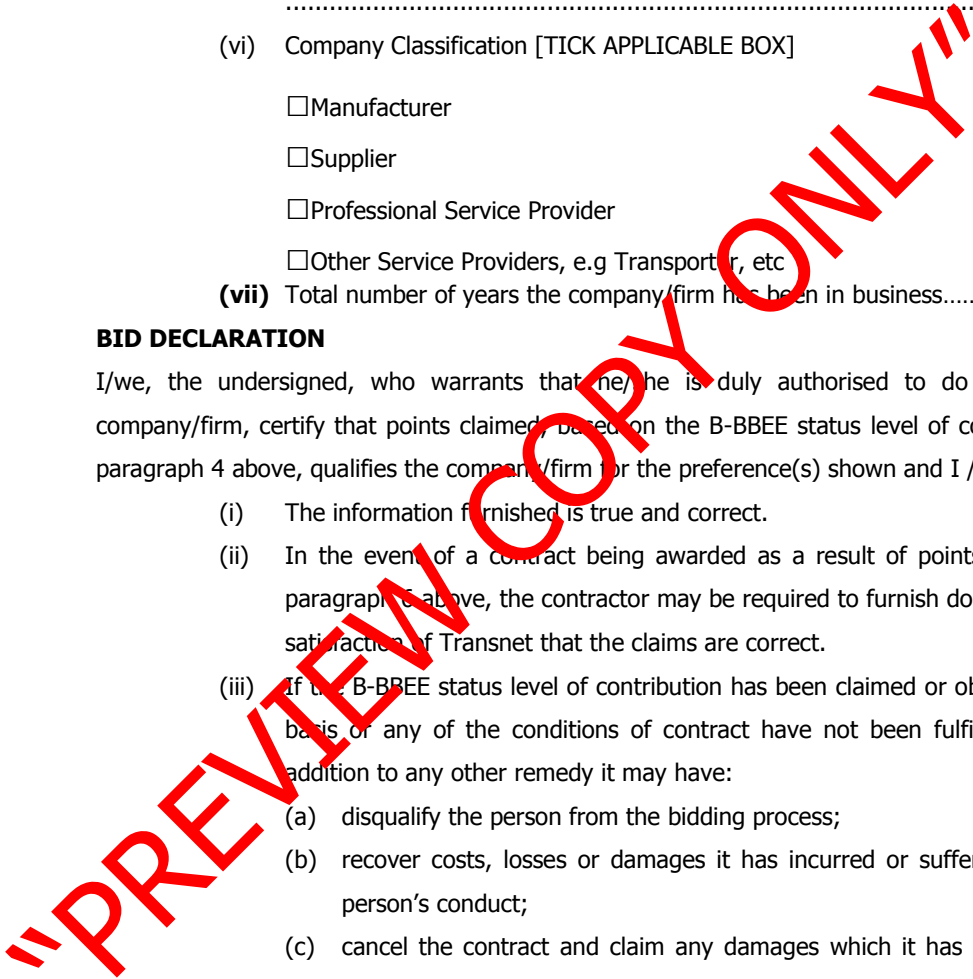
- Manufacturer
- Supplier
- Professional Service Provider
- Other Service Providers, e.g Transporter, etc

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

BID DECLARATION

I/we, the undersigned, who warrants that (s)he is duly authorised to do so on behalf of the company/firm, certify that points claimed based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 4 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
 - (e) forward the matter for criminal prosecution.



WITNESSES:

- 1.
- 2.

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME:

ADDRESS:.....

"PREVIEW COPY ONLY"