



Transnet Freight Rail, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No PTH/54030

**FOR THE PROVISION OF: HYGIENE AND PEST CONTROL SERVICES TO
VARIOUS TFR BUILDINGS IN PORT ELIZABETH AND
UITENHAGE**

ISSUE DATE: 17 OCTOBER 2016

CLOSING DATE: 25 OCTOBER 2016

CLOSING TIME: 12:00

VALIDITY PERIOD: 90 BUSINESS DAYS FROM CLOSING DATE

Section 1
NOTICE TO BIDDERS

1 Invitation to bid

DESCRIPTION	The provision of hygiene and pest control services to various TFR buildings in Port Elizabeth and Uitenhage.												
BID FEE AND BANKING DETAILS	<p>A RFQ fee of R250 [inclusive of VAT] per set is applicable, if the RFQ is to be collected from the Transnet Freight Rail Tender Office.</p> <p>Payment is to be made as follows:</p> <table style="margin-left: 40px;"> <tr> <td>Account Name</td> <td>:</td> <td>Transnet Freight Rail</td> </tr> <tr> <td>Account</td> <td>:</td> <td>Standard Bank</td> </tr> <tr> <td>Account number</td> <td>:</td> <td>203158598</td> </tr> <tr> <td>Branch code</td> <td>:</td> <td>004805</td> </tr> </table> <p>NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the RFQ documents and submitted thereafter with your Proposal.</p>	Account Name	:	Transnet Freight Rail	Account	:	Standard Bank	Account number	:	203158598	Branch code	:	004805
Account Name	:	Transnet Freight Rail											
Account	:	Standard Bank											
Account number	:	203158598											
Branch code	:	004805											
INSPECT / COLLECT DOCUMENTS FROM	<p>This RFQ may be downloaded free of charge directly from the Transnet Freight Rail tender website at; http://www.transnetfreightrail-tfr.net/Supplier/Pages/Tenders.aspx</p> <p>Alternatively, this RFQ may be purchased at R250 [inclusive of VAT] per set for those Bidders that require a copy from Transnet rather than downloading from the website. If a copy of the RFQ document is required, prior arrangements must be made one (1) day in advance and the RFQ document may be collected between 09:00 and 15:00 from 17 October 2016 until 24 October 2016.</p> <p>This RFQ may be picked up from the following address: TRANSNET FREIGHT RAIL, TENDER OFFICE, FC STURROCK BUILDING, GROUND FLOOR, FLEMING STREET, PORT ELIZABETH</p>												
CLOSING DATE	<p>12:00 on Tuesday 25 October 2016</p> <p>This RFQ shall close punctually at the following address: Transnet SOC Limited Secretariat of the Acquisition Council, Admin Support Office Ground Floor Foyer (Tender Box) FC Sturrock Building Fleming Street Port Elizabeth 6001</p> <p>As a general rule, if a RFQ is late or delivered to the incorrect address, it will not be accepted for consideration.</p>												
VALIDITY PERIOD	<p>90 Business Days from Closing Date. End of validity period: 01 March 2017</p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.</p>												
SPECIAL CONDITIONS	<p>Bidders are to note that this RFQ may also be downloaded directly from the Transnet Freight Rail tender website free of charge. If Bidders intend to download the RFQ off the Portal, they are required to indicate their intention to respond to this RFQ by 24 October 2016 by sending an email with their contact details to the following address: GRP-TFR-PETenders@transnet.net. This is to ensure that any required communication (e.g. addenda to the RFQ) in relation to this RFQ reaches those intending to respond.</p> <p>Transnet will not be held liable if Bidders do not respond by this date and do not receive the latest information regarding this RFQ as a result thereof.</p>												

2 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.

3 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. As explained in more detail in the B-BBEE Claim Form (Section 6), Transnet will award preference points to companies who provide proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

The value of this bid is estimated to be below R1 000 000 (all applicable taxes included); and therefore the **80/20** system shall be applicable.

Respondents are required to complete Section 6 and submit it together with valid proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Respondents are required at all times to comply with the latest B-BBEE legislation and/or instruction notes as issued from time to time by the DTI.

Note: Failure to submit valid and original (or certified copy of) proof of the Respondent's compliance with the B-BBEE requirements stipulated in Section 6 of this RFQ (the B-BBEE Preference Points Claim Form) at the Closing Date of this RFQ, will result in a score of zero being allocated for B-BBEE.

4 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 the following individuals on any matter relating to its RFQ response:

Name	Email address	Telephone	Fax
Ronelle Blom	GRP-TFR-PETenders@transnet.net	041 507 2721	041 507 2000
Phumla Maldaka		041 507 2720	041 507 2000
Anele Gwanya		041 507 2173	041 507 2000

5 Legal Compliance

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

6 Changes to Quotations

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

7 Pricing

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

8 Prices Subject to Confirmation

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

9 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.

10 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 or an alternative bid;
- 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 should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- make no award at all;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise; and/or
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it.

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract and/or place the Respondent on Transnet's list of Restricted Suppliers.

11 Specification/Scope of Work

Background

Transnet Freight Rail requires the provision of a hygiene and pest control service at various TFR buildings situated in Port Elizabeth and Uitenhage for a period of 24 months. The successful respondent will be required to supply all material, labour and equipment (rental basis) to perform an effective hygiene and pest control service.

Site locations

The sites are situated in North End, Baakens River, Humerrail, PE Harbour, New Brighton, Deal Party, Swarkops and Uitenhage and include the following:

- Infra Depot: North End
- TFR Infra Telecoms "Transtel" Depot: North End
- Real Estate (Technical): North End
- OHTE Depot: North End
- Fire Department: North End
- Humerrail Clinic
- Humerrail College Humewood
- Real Estate Baakens River
- Yard Officials in PE Harbour consisting of:
 - 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
 - Ore berth
 - Tippler Ore berth
- New Brighton Shunting Area consisting of:
 - Admin Building
 - Main Mess and Ablution (Kuwait)
 - Secondary Admin Block, including Ablution for Ladies, Lecture Room, Store Room, Security Office and Smoking Room
 - Mess And Ablution for Contractors
 - North Cabin
 - Link 41 Cabin
 - Bridge Cabin
 - South Cabin
 - Weigh Bridge
 - Carriage & Wagon Maintenance
- Deal Party Terminals
- Deal Party Infra Depot
- Swarkops – Operations area
- Supply Chain Services Stow Road: Uitenhage consisting of:
 - Only offices on 1st floor and toilets
- TFR Infra Telecoms "Old Transtel Depot" behind Uitenhage station.
- TFR CAB Depot behind Uitenhage station.

PARTICULAR SPECIFICATION**The following services will be required:**

Supply & Service Sanitary Bins (Rental Basis)	Twice per Month
Supply and Service Wall Mounted Air fresheners (Rental Basis)	Monthly or as Required
Supply & Service Wall Mounted Sanitizer units for urinals (Rental Basis)	Monthly
Supply & Service Wall Mounted Soap dispensers (Rental Basis)	Monthly or as Required
Deep Cleaning	Quarterly
Pest Control	Monthly

PEST CONTROL REQUIREMENTS**This contract covers the following:**

- Rendering of pest control services to office buildings and other buildings on a monthly basis, i.e. carry out inspections and treatments, bring under control any infestation of pesticides.
- Pest Management should offer an innovative pest prevention program for cockroaches, gnats, rodents, rats, mice, booklice, **bees** and flies
- The routine treatment program should include but not limited to "pest species" specific and focus on the identification of the pest species followed by specific elimination treatments and maintenance treatment methods.
- Installation of temper proof bait boxes/stations.
- Service to be provided and delivered timeously by the Respondent. (Inspections and treatments).
- A low odour pesticide to be used.

Requirements

- Registration with the Department of Agriculture.
- Registration with South African Pest Control Association (SAPCA).
- Chemicals used to comply with South African Bureau of Standards (SABS) and the Department of Agriculture approved.
- Submission of material safety data sheets (MSDS).
- Letter of Good standing with the Compensation Commissioner.

Works information

- Pest management should offer an innovative pest prevention program for cockroaches, rodents and flies as well as prevention program against stored product pests such as rice weevils, Indian meal moth, warehouse moth, mealworm beetle, flat grain beetle, lesser grain borer and granary weevils. Bees to be removed occasionally whenever necessary. Rats and mice to be treated and removed where ever necessary in the areas stipulated above.
- The routine treatment program should include but not limited to "pest species" specific and focus on the identification of the pest species followed by the elimination treatments and maintenance treatment methods.
- Should the use of insecticides be necessary, the Respondent should take the form of systematic applications in the form of insecticidal dust, liquid residuals, liquid non-residuals, baits, non-residual insecticidal gas or insecticidal thermal fog, all which will be expertly applied through the various parts of the affected areas.
- All treatment methods, pesticides and pest materials should be in strict compliance with the Department of Agricultural, SABS and local regulations.

DURATION OF CONTRACT

This contract will be for the period of two years commencing on the date of notification of acceptance of RFQ with Transnet Freight Rail.

RESPONDENT'S SUPERVISION

The Respondent shall exercise supervision over the works at all times during the hours of work or shall be represented by an agent having full power and authority to act on his behalf.

HOURS OF WORK

The Respondent shall confine his work to normal working hours except when work outside these hours are permitted by the Supervisor in charge at the Respondent's request or ordered by the Supervisor in charge.

PERFORMANCE MONITORING AND EVALUATION

The service provider(s) shall at all times be responsible for supervision of work and for follow up inspections to monitor the successful service rendered. He/she shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.

The Supervisor (or his deputy) shall at any time during the contract period carry out inspections of the service provider (s) performance methods and procedures.

MEASUREMENT AND PAYMENT

Payment will be done after receiving the tax invoice and a full detail list of all work done during that period. The Supervisor in charge from Transnet Freight Rail will certify on the invoice that all work was done according to the contract.

AGREEMENT PRICE AND ADJUSTMENT FACTOR

No price adjustment will be applicable in this Agreement. Any price increase due to escalation will be for the Respondent account and any price decrease will be to his/her benefit.

SITE REGISTER

- The Respondent shall provide a site register and a daily diary at the various sites as directed by the Supervisor for the duration of the Agreement.
- The register shall only be used by the Supervisor or his/her deputy and will be used for the issuing of instructions to the Respondent and the monitoring of services supplied.
- The Respondent shall complete the register and a detailed description of the work done shall be recorded on a daily basis. The register shall not be removed from the site without the permission of the Supervisor or his/her deputy.

PROTECTIVE CLOTHING

Protective clothing according to Safety Code should be worn at all times in Transnet Freight Rail operational areas whenever executing services to fulfil contract obligations. All staff to be supplied with all necessary clothing, e.g. gloves, shoes etc. when entering the sites where the service is to be rendered.

SERVICE LEVELS

- The Parties hereto agree to adhere to the following criteria in terms of acceptable Service levels to be provided by the Respondent for the duration of this Agreement
- The Respondent shall provide a detailed implementation plan to Transnet Freight Rail, which is to include, *inter alia*, time lines, check points and defined responsibilities for the Parties; and
- Maintain a site register per the various centers which will be signed off the Client employee and the Respondent
- Provide a contact number for customer which will be available 24 hours a day.
- The Parties will hold quarterly reviews, such meetings to be arranged and minutes recorded by Transnet Freight Rail.

SPECIAL CONDITIONS

- The Respondent shall supply all the materials, chemicals and equipment required to perform the works.
- The Respondent shall be responsible for the safe-keeping of all his/her material and equipment. Transnet (Property) shall not be responsible for any losses or damages to the material and equipment.
- All work shall be carried out in a neat and orderly manner to the satisfaction of the Supervisor in charge of this project.
- The Respondent shall ensure that the site is left in a neat and tidy condition on a daily basis and after the completion of the works.
- The tendered price for the above works must include the costs of all chemicals, material and labour necessary for the proper execution of the works in every aspect.
- No sub-Respondents will be allowed on site without prior permission from the Supervisor in charge.

SAFETY

The Respondent shall ensure that a competent Supervisor oversees the safe running and completion of works and related activities. The Respondent shall be responsible in adhering to the safety clauses of ACT 85 of 1993 as applicable on type of work performed. The Respondent shall issue all its workers with the necessary protective clothing applicable to the type of work performed.

INJURY TO PERSONS

The Respondent shall be solely liable for and shall indemnify the Manager in respect of any liability, loss, claim or proceeding whatsoever, arising under any legislation or at common law in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the work whether or not due to his negligence and shall effect adequate insurance cover in respect of such risks and shall furnish the Manager with a copy of the insurance policy.

DAMAGE TO PROPERTY

The Respondent shall be liable for and shall indemnify the Manager and the Owner of the Buildings against any liability, loss, claim or proceedings in respect of any damage to any property whatsoever arising out of or in course of his negligence and shall effect adequate insurance cover in respect of such risks and shall furnish the Manager with a copy of the insurance policy,

If there are any act, omission or neglect of the Respondent, his agents, servants, workmen or others, or of any sub-Respondent employed by him, cause or suffer any damage to any property whatsoever in the execution of any works under this Contract, such damage may be made good by the Manager at the cost of the Respondent and the Respondent shall on demand pay the damages to the Manager.

HEALTH, RISK AND SAFETY PLAN REQUIRED

The respondents tendering for this project must make sure that a Health, Risk and Safety Plan is submitted with their RFQ.

Information for Deep Cleaning Purposes & Equipment Requirements per Building/Depot

	TFR Infra	TFR Telecoms	Real Estate N/End
Urinals	5	4 + 2 steel Crips	1
Toilets	7	21	3
Showers	8	13	4
Wash hand basins	10	20	5
Liquid soap dispensers	5	9	3
Fragrance unit - spray	3	6	3
Sanitary bins	4	6	2
Sanitizer units	5	4	2
Bait Stations	8	10	6

	OHTE	Yard Official	Fire Dept
Urinals	3	4	4
Toilets	9	13	6
Showers	10	12	5
Wash hand basins	8	10	7
Liquid soap dispensers	3	8	5
Fragrance unit - spray	0	2	8
Sanitary bins	1	5	2
Sanitizer units	1	5	5
Bait Stations	10	30	10

	Diesel Depot	School of Rail N/End & Humerail	Real Estate Baakens
Urinals	2	7	2
Toilets	3	16	3
Showers	0	0	1
Wash hand basins	3	12	3
Liquid soap dispensers	2	9	2
Fragrance unit - spray	2	6	2
Sanitary bins	1	7	1
Sanitizer units	2	7	2
Bait Stations	10	20	8

	Swartkops	Deal Party Infra	Deal Party CAB
Urinals	3	7	7
Toilets	8	13	11
Showers	9	10	9
Wash hand basins	10	12	10
Liquid soap dispensers	5	7	8
Fragrance unit - spray	4	4	5
Sanitary bins	6	4	5
Sanitizer units	3	7	7
Bait Stations	10	32	29

	Uitenhage SCS	Uitenhage Telecoms	Uitenhage CAB
Urinals	2	2	0
Toilets	4	3	3
Wash hand basins	4	3	3
Liquid soap dispensers	2	3	3
Fragrance unit - spray	2	3	3
Sanitary bins	1	1	1
Sanitizer units	2	2	0
Bait Stations	4	5	5

TRANSNET REQUIRED SERVICE SCHEDULE

TFR Infra - North End Depot Celestine Williams 041 5074041	4 x SHE BINS	3	5	<u>Consumables</u>	8 bait stations	30 Units
		<u>Aerosols</u>	<u>Autosanitizers</u>	<u>Pink Soap x 5</u>	<u>P/Control QTY</u>	<u>D/Clean QTY</u>
TFR Telecoms "Transtel North End Hettie Prinsloo 041-5074080	6 x SHE BINS	6	4	<u>Consumables</u>	10 bait stations	62 units
		<u>Aerosols</u>	<u>Autosanitizers</u>	<u>Pink Soap x 9</u>	<u>P/Control QTY</u>	<u>D/Clean QTY</u>
Real Estate North End Technical Wanda Anderson 041-5074057	2 x SHE BINS	3	2	<u>Consumables</u>	6 bait stations	13 units
		<u>Aerosols</u>	<u>Autosanitizers</u>	<u>Pink Soap x 3</u>	<u>P/Control QTY</u>	<u>D/Clean QTY</u>
Ohte Office - North End Tamsanqa Phiri 041-5074151	1 x SHE BINS	0	1	<u>Consumables</u>	10 bait stations	30 units
		<u>Aerosols</u>	<u>Autosanitizers</u>	<u>Pink Soap x 3</u>	<u>P/Control QTY</u>	<u>D/Clean QTY</u>
Yard Official - PE Harbour Tinus Deysel 041-5075167	7 x SHE BINS	2	3	<u>Consumables</u>	30 bait stations	39 units
		<u>Aerosols</u>	<u>Autosanitizers</u>	<u>Pink Soap x 4</u>	<u>P/Control QTY</u>	<u>D/Clean QTY</u>
Yard Official - PE Harbour Security site Gcobisa Beshe 041-5072863	3 x SHE BINS	0	2	<u>Consumables</u>	Nil	Nil
		<u>Aerosols</u>	<u>Autosanitizers</u>	<u>Pink Soap x 4</u>	<u>P/Control QTY</u>	<u>D/Clean QTY</u>
Fire Department North End Andrew Ludik 041-5074160	2 x SHE BINS	8	5	<u>Consumables</u>	10 bait stations	22 units
		<u>Aerosols</u>	<u>Autosanitizers</u>	<u>Pink Soap x 5</u>	<u>P/Control QTY</u>	<u>D/Clean QTY</u>
School of Rail - North End Paul Stapelberg 041-5072068	2 x SHE BINS	3	3	<u>Consumables</u>	10 bait stations	17 units
		<u>Aerosols</u>	<u>Autosanitizers</u>	<u>Pink Soap x 4</u>	<u>P/Control QTY</u>	<u>D/Clean QTY</u>
REM Baakens River Martha Marais 041-5072161	1 x SHE BINS	2	2	<u>Consumables</u>	8 bait stations	11 units
		<u>Aerosols</u>	<u>Autosanitizers</u>	<u>Pink Soap x 2</u>	<u>P/Control QTY</u>	<u>D/Clean QTY</u>

Diesel Depot – Clinic Humerail Martha Marais 041-5072161		1 x SHE BINS	2	2	Consumables	10 bait stations	8 units
			<u>Aerosols</u>	<u>Autosanitizers</u>	<u>Pink Soap x 2</u>	<u>P/Control</u> <u>QTY</u>	<u>D/Clean</u> <u>QTY</u>
School of Rail Humerail Ruben de Lange 041-5072847		4 x SHE BINS	3	4	Consumables	10 bait stations	18 units
			<u>Aerosols</u>	<u>Autosanitizers</u>	<u>Pink Soap x 5</u>	<u>P/Control</u> <u>QTY</u>	<u>D/Clean</u> <u>QTY</u>
Swartkops - Operations Area Vusumzi Matches 041-5075204		6 x SHE BINS	4	3	Consumables	10 bait stations	27 units
			<u>Aerosols</u>	<u>Autosanitizers</u>	<u>Pink Soap x 5</u>	<u>P/Control</u> <u>QTY</u>	<u>D/Clean</u> <u>QTY</u>
Deal Party CAB Depot Alex Pearce 041-5076002		5 x SHE BINS	5	7	Consumables	29 bait stations	37 units
			<u>Aerosols</u>	<u>Autosanitizers</u>	<u>Pink Soap x 8</u>	<u>P/Control</u> <u>QTY</u>	<u>D/Clean</u> <u>QTY</u>
Deal Party Infra Peter Bewsher 041-5076200		4 x SHE BINS	4	7	Consumables	32 bait stations	42 units
			<u>Aerosols</u>	<u>Autosanitizers</u>	<u>Pink Soap x 7</u>	<u>P/Control</u> <u>QTY</u>	<u>D/Clean</u> <u>QTY</u>
Uitenhage SCS/RME Stow Rd, Helena Voster 041-9942015		1 x SHE BINS	2	2	Consumables	4 bait stations	12 units
			<u>Aerosols</u>	<u>Autosanitizers</u>	<u>Pink Soap x 2</u>	<u>P/Control</u> <u>QTY</u>	<u>D/Clean</u> <u>QTY</u>
Uitenhage TFR Infra Telecoms Leon Nel 041-9942017		1 x SHE BINS	3	2	Consumables	5 bait stations	11 units
			<u>Aerosols</u>	<u>Autosanitizers</u>	<u>Pink Soap x 3</u>	<u>P/Control</u> <u>QTY</u>	<u>D/Clean</u> <u>QTY</u>
Uitenhage TFR CAB Alex Pearce 041- 506002		1 x SHE BINS	3	nil	Consumables	5 bait stations	8 units
			<u>Aerosols</u>	<u>Autosanitizers</u>	<u>Pink Soap x 3</u>	<u>P/Control</u> <u>QTY</u>	<u>D/Clean</u> <u>QTY</u>

12 Legal review

A RFQ 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.

13 Security clearance

Acceptance of this RFQ could be subject to the condition that the Successful Respondent, its personnel providing the service and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

14 National Treasury's Central Supplier Database

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Transnet is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a Respondent who has failed to register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>. Respondents are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Supplier Number: _____ Unique registration reference number: _____.

15 Tax Compliance

Regulation 14 of the Preferential Procurement Regulations, 2011 issued in terms of the Preferential Procurement Policy Framework Act (PPPFA) states that no tender may be awarded to any person whose tax matters have not been declared by the South African Revenue Services (SARS) to be in order.

15.1 New Tax Compliance Status (TCS) System

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorise any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN, or through the use of a Tax Clearance Certificate obtained from the new TCS system.

Respondents are required to provide the following to Transnet in order to enable it to verify their tax compliance status:

Tax reference number: _____
Tax Clearance Certificate & TCC Number: _____ and PIN: _____.

15.2 Tax Compliance Requirements for Foreign Entities

Tax compliance requirements are not applicable to foreign bidders/individuals with no South African tax obligations. Where foreign bidders seek to be exempted from the requirement to submit a tax clearance certificate / tax clearance PIN issued by SARS, such entities are required to complete a sworn affidavit on their tax obligation categorization. The affidavit must confirm an answer of "No" to **all** questions below in

order for a Respondent to be regarded as being exempt from submitting a tax clearance certificate or tax clearance PIN:

- a) Is the entity a tax resident of the Republic of South Africa (RSA)?
- b) Does the entity have a branch/locally registered entity in the RSA?
- c) Does the entity have a permanent establishment in the RSA?
- d) Does the entity have any source of income (income is defined as per the Income Tax Act 58 of 1962 as the amount remaining of the gross income of any person for any year or period of assessment after deducting therefrom any amounts exempt from normal tax under Part I of Chapter II of the Act) in the RSA in the current tax year?
- e) Is the entity liable in the RSA for any form of taxation in the current tax year?

If a Respondent's answers to any one (or more) of the questions above changes to a "Yes" at any time during the bid process and/or after award of the contract (should a particular Respondent be successful), then the Respondent undertakes to comply with its tax obligations and to report to Transnet accordingly with either a tax clearance certificate / tax clearance PIN issued by SARS.

16 Protection of Personal Data

In responding to this bid, Transnet acknowledges that it may obtain and have access to personal data of the Respondents. Transnet agrees that it shall only process the information disclosed by Respondents in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, Transnet requires Respondents to process any personal information disclosed by Transnet in the bidding process in the same manner. The detailed mutual duties of Transnet and the Respondents to protect personal information is contained in paragraph 37 of the General Bid Conditions.

Transnet urges its clients, suppliers and the general public to report any fraud or corruption to

TIP-OFFS ANONYMOUS: 0800 003 056

RFQ FOR THE PROVISION OF:

Hygiene and pest control services to various TFR buildings in Port Elizabeth and Uitenhage.

CLOSING VENUE:

Transnet SOC Limited

Secretariat of the Acquisition Council, Admin Support Office

Ground Floor Foyer (**Tender Box**)

FC Sturrock Building Fleming Street

Port Elizabeth

CLOSING DATE & TIME:

25 October 2016

VALIDITY PERIOD:

90 Business Days from Closing Date

SECTION 2**EVALUATION CRITERIA AND RETURNABLE DOCUMENTS****1 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
Administrative responsiveness	<ul style="list-style-type: none"> • Completeness of response and returnable documents <ul style="list-style-type: none"> ➢ Submission of Mandatory Documents / Schedules ➢ Submission of Essential Documents / Schedules ➢ Submission of Other Documents / Schedules ➢ All pages of the tender submission is signed by the Bidder/Respondent
Substantive responsiveness	<ul style="list-style-type: none"> • Prequalification criteria must be met i.e. Bidders must comply with the following requirements and failure to submit proof of registration will render the submission non responsive: <ul style="list-style-type: none"> - Registration with the South African Pest Control Association (SAPCA); - Registration Certificate – Pest Control Operator in Structural Pest Control (Commercial) issued by the department of Agriculture, Forestry and Fisheries; and • Whether the Bid materially complies with the scope and/or specification given without any material deviations or qualifications.
Functionality Threshold	<p>As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as a threshold with a prescribed percentage threshold of 60%. Compliance to specification / quality, previous experience, and health & safety will be considered as part of the technical evaluation:</p> <ul style="list-style-type: none"> ➢ Compliance to Specification: (Detailed work plan/schedule must be submitted with the RFQ.) ➢ Experience (List of previous experience must be submitted with the RFQ and also the number of years' experience must be specified) ➢ Health & Safety Plan (Provision to be made for a health and safety plan and must be submitted with the RFQ)

Final weighted evaluation based on 80/20 preference point	<ul style="list-style-type: none"> • Pricing and price basis [firm] • 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: B-BBEE Claim Form.
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2 Validity Period

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

Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

With regard to the validity period of short-listed bidders, please refer to Section 1, paragraph 9.

This RFQ is valid until **01 March 2017**.

3 Disclosure of Prices Quoted

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 01 of 2015/2016.

4 Returnable Documents

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

All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.

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

Failure to provide all these Mandatory 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.

Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the tables below:

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 3 : Quotation Form	
Proof of Registration with the South African Pest Control Association (SAPCA)	
Proof of Registration Certificate – Pest Control Operator in Structural Pest Control (Commercial) issued by the department of Agriculture, Forestry and Fisheries	

b) Essential Returnable Documents

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

Essential Returnable Documents required for evaluation purposes:

Failure to provide all Essential Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent’s disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

Please confirm submission of these essential Returnable Documents by so indicating [Yes or No] in the table below:

ESSENTIAL RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
- Valid and original (or a certified copy) proof of Respondent’s compliance to B-BBEE requirements stipulated in Section 6 of this RFQ:	
- Detailed Work plan / Schedule	
- Experience	
- Health & Safety Plan	

Other Essential Returnable Documents:

Failure to provide other essential Returnable Documents may result in a Respondent’s disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

Please confirm submission of these essential Returnable Documents by indicating Yes or No in the table below:

OTHER ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
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	
Tax Clearance Certificate or electronic access PIN obtained from SARS’s new Tax Compliance Status (TCS) system [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 4: Certificate of Acquaintance with RFQ Documents	
SECTION 5: RFQ Declaration and Breach of Law Form	
SECTION 6: B-BBEE Preference Claim Form	
Letter of Good Standing issued by the compensation Commissioner or the Federated Employer’s mutual Assurance Company Limited (FEM)	

5 CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

SECTION 3**QUOTATION FORM AND CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENT**

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 RFQ Terms and Conditions for the Supply of Goods or Services to Transnet; 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 afresh and/or having to accept any less favourable offer.

Price Schedule

I/We quote as follows for the service required at the various TFR buildings, excluding VAT for **Year 1**:

Item No	Description of Service	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
1	Provide a hygiene and pest control service to the TFR Infra building in North End as per the required specification of the RFQ.	Monthly	12		
2	Provide a hygiene and pest control service to the TFR Telecoms "Transnet" building in North End as per the required specification of the RFQ.	Monthly	12		
3	Provide a hygiene and pest control service to the TFR REM Technical building in North End as per the required specification of the RFQ.	Monthly	12		
4	Provide a hygiene and pest control service to the TFR School of Rail building in North End as per the required specification of the RFQ.	Monthly	12		
5	Provide a hygiene and pest control service to the TFR OHTE building in North End as per the required specification of the RFQ.	Monthly	12		
6	Provide a hygiene and pest control service to the TFR Fire Department building in North End as per the required specification of the RFQ.	Monthly	12		
7	Provide a hygiene and pest control service to the TFR School of Rail building in Humeral as per the required specification of the RFQ.	Monthly	12		
8	Provide a hygiene and pest control service to the TFR Clinic building in Humeral as per the required specification of the RFQ.	Monthly	12		
9	Provide a hygiene and pest control service to the TFR REM building in Baakens River as per the required specification of the RFQ.	Monthly	12		

 Respondent's Signature

 Date & Company Stamp

Item No	Description of Service	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
10	Provide a hygiene and pest control service to the TFR Operations buildings in PE Harbour as per the required specification of the RFQ.	Monthly	12		
11	Provide a hygiene and pest control service to the TFR Operations buildings in New Brighton as per the required specification of the RFQ.	Monthly	12		
12	Provide a hygiene and pest control service to the TFR CAB buildings in Deal Party as per the required specification of the RFQ.	Monthly	12		
13	Provide a hygiene and pest control service to the TFR Infra buildings in Deal Party as per the required specification of the RFQ.	Monthly	12		
14	Provide a hygiene and pest control service to the TFR Operations buildings in Swartkops as per the required specification of the RFQ.	Monthly	12		
15	Provide a hygiene and pest control service to the TFR SCS building in Uitenhage as per the required specification of the RFQ.	Monthly	12		
16	Provide a hygiene and pest control service to the TFR Telecoms building in Uitenhage as per the required specification of the RFQ.	Monthly	12		
17	Provide a hygiene and pest control service to the TFR CAB building in Uitenhage as per the required specification of the RFQ.	Monthly	12		
Gross Total (Excluding VAT) :				R	
VAT (If Applicable)				R	
Gross Total (Including VAT) :				R	

Respondent's Signature

Date & Company Stamp

I/We quote as follows for the service required at the various TFR buildings, excluding VAT for **Year 2**:

Item No	Description of Service	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
1	Provide a hygiene and pest control service to the TFR Infra building in North End as per the required specification of the RFQ.	Monthly	12		
2	Provide a hygiene and pest control service to the TFR Telecoms "Transnet" building in North End as per the required specification of the RFQ.	Monthly	12		
3	Provide a hygiene and pest control service to the TFR REM Technical building in North End as per the required specification of the RFQ.	Monthly	12		
4	Provide a hygiene and pest control service to the TFR School of Rail building in North End as per the required specification of the RFQ.	Monthly	12		
5	Provide a hygiene and pest control service to the TFR OHTE building in North End as per the required specification of the RFQ.	Monthly	12		
6	Provide a hygiene and pest control service to the TFR Fire Department building in North End as per the required specification of the RFQ.	Monthly	12		
7	Provide a hygiene and pest control service to the TFR School of Rail building in Humeral as per the required specification of the RFQ.	Monthly	12		
8	Provide a hygiene and pest control service to the TFR Clinic building in Humeral as per the required specification of the RFQ.	Monthly	12		
9	Provide a hygiene and pest control service to the TFR REM building in Baakens River as per the required specification of the RFQ.	Monthly	12		

Respondent's Signature

Date & Company Stamp

Item No	Description of Service	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
10	Provide a hygiene and pest control service to the TFR Operations buildings in PE Harbour as per the required specification of the RFQ.	Monthly	12		
11	Provide a hygiene and pest control service to the TFR Operations buildings in New Brighton as per the required specification of the RFQ.	Monthly	12		
12	Provide a hygiene and pest control service to the TFR CAB buildings in Deal Party as per the required specification of the RFQ.	Monthly	12		
13	Provide a hygiene and pest control service to the TFR Infra buildings in Deal Party as per the required specification of the RFQ.	Monthly	12		
14	Provide a hygiene and pest control service to the TFR Operations buildings in Swartkops as per the required specification of the RFQ.	Monthly	12		
15	Provide a hygiene and pest control service to the TFR SCS building in Uitenhage as per the required specification of the RFQ.	Monthly	12		
16	Provide a hygiene and pest control service to the TFR Telecoms building in Uitenhage as per the required specification of the RFQ.	Monthly	12		
17	Provide a hygiene and pest control service to the TFR CAB building in Uitenhage as per the required specification of the RFQ.	Monthly	12		
Gross Total (Excluding VAT) :				R	
VAT (If Applicable)				R	
Gross Total (Including VAT) :				R	

Respondent's Signature

Date & Company Stamp

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) 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.

SECTION 4

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFQ. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, Transnet will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account in calculating tendered prices or any other purpose:

1. Transnet’s General Bid Conditions*
2. Standard RFQ Terms and Conditions for the supply of Goods or Services to Transnet
3. Transnet’s Supplier Integrity Pact*
4. Non-disclosure Agreement*
5. Vendor Application Form* and all supporting documents (first time vendors only). Alternatively, for all existing vendors, please complete the table below under the heading “Existing vendors”.
Respondents are to note that the documents marked with a “*” are available on request or at the Transnet website (www.transnet.net). Please click on “Business with Us”, proceed to the tab “Tenders” and then click on “Standard Bid Documents”.

Existing vendors: existing vendors are required to confirm whether all the information (e.g. company address, contact details, banking details, etc.) relating to the existing vendor number is still correct at the time of submission of this bid or update their information in the table below:

Transnet Operating Division [e.g. TFR, TE, etc.]	Vendor Number	Information still current [tick if applicable]	Information change [indicate detail of change/s & attach appropriate proof]

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFQ unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by Transnet’s Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim based on an allegation that any aspect of this RFQ was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFQ documents included in the RFQ as a returnable document, is found not to be true and complete in every respect.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 5

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [**RFQ**];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of Transnet’s operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
6. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
7. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet Group.
8. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

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

ADDRESS:

Indicate nature of relationship with Transnet:

[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet]

9. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

BREACH OF LAW

10. We further hereby certify that *I/we **have/have not been*** [delete as applicable] 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. This includes the imposition of an administrative fine or penalty.

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.

SIGNED at _____ on this _____ day of _____ 20__

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____

SECTION 6**B-BBEE PREFERENCE POINTS CLAIM FORM**

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 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).

1.2 The value of this bid is estimated to be below R1 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.5 **Failure on the part of a bidder to 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 a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution **are not claimed**.

1.6 The purchaser 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 the purchaser.

2. DEFINITIONS

- (a) "**all applicable taxes**" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) "**B-BBEE status level 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;
- (d) "**bid**" means a written offer in a prescribed or stipulated form in response to an invitation by an organ

of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"CIPC"** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- (g) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (h) **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (i) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- (j) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"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 or 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;
- (l) **"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;
- (m) **"non-firm prices"** means all prices other than "firm" prices;
- (n) **"person"** includes a juristic person;
- (o) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (p) **"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;
- (q) **"sub-contract"** means the primary contractor's assigning, leasing, 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;
- (r) **"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 Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (s) **"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
- (t) **"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 will be awarded the contract.
- 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 must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one

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 must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

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

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must 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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act **must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership**. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances Transnet would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.

5.3 **QSEs that are at least 51% Black owned or higher 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.

5.4 A Bidder other than EME or a QSE that is at least 51% Black owned 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.

- 5.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.6 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.
- 5.7 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.8 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 sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.9 A person awarded a contract may not sub-contract more than 25% 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 sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 5.10 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: . =(maximum of 10 or **20** points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 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.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
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8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

(Tick applicable box)

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) 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, the purchaser 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, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES
1.
2.

 SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
