



TENDER NOTICE REQUEST FOR PROPOSAL

TRANSNET FREIGHT RAIL, a Division of Transnet SOC Ltd. invites all interested parties to respond to Requests for Proposal (RFP) as indicated below:

RFP documents may be obtained on and after **Monday, 19 October 2015** at the RECEPTION, TENDER ADVICE CENTRE, INYANDA HOUSE 1, GROUND FLOOR, 21 WELLINGTON ROAD, PARKTOWN, JOHANNESBURG during office hours from 08h00 to 15h00 and a non-refundable tender fee as indicated below is applicable per tender.

For enquiries regarding collection of documents, contact **Morris Mhlongo**, telephone no: **011 584 9230** or **Anton Erasmus**, telephone No. **011 584 9131**

NOTE: A non-refundable tender fee of R200.00 (inclusive of Vat) is applicable per tender (Listed below).

Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004815. The deposit slip must reflect the tender number RFP CRAC-ESS-19687 and the Company Name.

Receipt/s to be presented prior to collection of the tender/s.

RFP-CRAC-ESS-19687: Compulsory Briefing meeting will be held on the **28 October 2015 at 09h00** at the following address Transnet Freight Rail, Esselenpark Campus, Johannesburg, Kempton Park. For direction queries should be emailed to the Transnet employee(s) indicated below:

Tender documents will only be available from **Monday, 19 October 2015 and must be collected before 15h00 on Tuesday, 27 October 2015** (NB: No tenders will be issued after this deadline).

This tender shall close punctually at the following address: The Chairperson, Transnet Freight Rail Acquisition Council, Inyanda House 1, 21 Wellington Rd, Parktown, JOHANNESBURG, 2001.

Transnet Freight Rail urges Clients & Suppliers to report fraud/corruption at Transnet to TIP OFFS ANONYMOUS: 0800 003 056.

RFP documents may be viewed and downloaded (preview copies only) from the website by clicking on the request for quotation number that is highlighted in red on the website:

(<http://www.transnetfreightrail.co.za/Website/tenders.html>)

PREFERENCE WILL BE GIVEN TO BBBEE COMPANIES IN TERMS OF TRANSNET'S BBBEE POLICY.

Transnet Hotline: 0800 003 056

Email: Transnet@tip-off.com; Fax Number: 0800 007 788; Freepost DN 298, uMhlanga Rocks, 4320

RFP NUMBER	DESCRIPTION REQUIREMENTS	OF	TENDER FEE	CLOSING DATE	CONTACT PERSON
CRAC-ESS- 19687	Provision for hygiene and pest control services for Real Estate Management at Esselenpark Campus for a period of two years		R200,00	10 November (10h00)	Neo Matloa Tel: 011 584 0635 E-mail:Neo.Matloa@transnet.net E-mail:Sarah.Assegai@transnet.net

"PREVIEW COPY ONLY"

TRANSNET FREIGHT RAIL

An Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP SERVICES]

**FOR THE PROVISION FOR HYGIENE AND PEST CONTROL SERVICES FOR REAL ESTATE
MANAGEMENT AT ESSELENPARK CAMPUS FOR A PERIOD OF TWO YEARS**

RFP NUMBER CRAC-ESS-19687
ISSUE DATE: 09 OCTOBER 2015
CLOSING DATE: 10 NOVEMBER 2015
CLOSING TIME: 10:00
BID VALIDITY PERIOD: 29 FEBRUARY 2016

BRIEFING SESSION: ESSELENPRAK CAMPUS

VENUE: MAIN RESTAURANT

DATE: 28 OCTOBER 2015

TIME: 09:00

**PLEASE BRING A VALID TENDER DOCUMENT ON THE DAY OF THE BRIEFING OTHERWISE
YOU WILL NOT BE ALLOWED TO GO TO SITE**

**DIRECTIONS FROM PRETORIA TO ESSELENPARK**

Take R21 freeway from Pretoria to O R Tambo international airport.

Pass Olifantsfontein off-ramp.

Pass One-stop garage on the freeway.

At the next off-ramp (Bronkhorstspuit/Tembisa) exit the freeway.

Turn left at the stop sign. (Tembisa) Back under the freeway

Turn left at the 2nd robot.

After joining Old Main Pretoria road to Kempton Park, turn right at the first robot to join Johannesburg R25.

Proceed underneath the railway bridge.

100m from the bridge turn right at the robot.

Curve with the road for $\pm 20\text{m}$, and then turn left to Esselenpark main gate.

DIRECTIONS FROM THE O R TAMBO INTERNATIONAL AIRPORT

Join R21 freeway to Pretoria.

Pass Kempton Park / air cargo off-ramp

Pass Pomona off-ramp

At the next off-ramp (Benoni) exit the freeway.

At the stop sign turn left.

Drive through farm area until robots (T-Junction)

At the robots turn right. Keep on the left lane

Yield to the left to join Johannesburg R25

Proceed underneath Railway Bridge until you reach the robots.

Turn right at the robot – follow the road to your right.

Esselenpark entrance is on your left.

GPS Co-ordinates

S 26° 2.12', E 28° 14.98'

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**RFP FOR THE PROVISION FOR HYGIENE AND PEST CONTROL SERVICES FOR
REAL ESTATE MANAGEMENT AT ESSELENPARK CAMPUS FOR A PERIOD OF TWO
YEARS**

Section 1: NOTICE TO BIDDERS

1 INVITATION TO BID

Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity**, **Respondent** or **Bidder**].

DESCRIPTION	RFP for the provision for hygiene and pest control services for real estate management at Esselenpark campus for a period of two years [the Services]
BID FEE AND BANKING DETAILS	<p>This RFP is R200.00 [inclusive of VAT] per set. Payment is to be made as follows:</p> <p>Bank: Standard Bank</p> <p>Account Number: 00 237 3963</p> <p>Branch: Braamfontein</p> <p>Branch code: 604805</p> <p>Account Name: Transnet Freight Rail</p> <p>Reference: GSM CRAC-ESS- 19687</p> <p>NOTE: This amount is not refundable. A receipt for such payment made must be presented when collecting the RFP documents and submitted thereafter with your Proposal.</p>
INSPECT / COLLECT DOCUMENTS FROM	<p>The office of the Secretariat,</p> <p>Ground Floor</p> <p>Inyanda House 1</p> <p>21 Wellington Street</p> <p>Parktown</p>
ISSUE DATE AND COLLECTION DATE DEADLINE	<p>Between 09:00 and 15:00 from 19 October 2015 until 27 October 2015.</p> <p>Note: If a bid fee is applicable, payment must be effected prior to the deadline for collection. Pursuant to this requirement, should a third party [such as a courier] be instructed to collect RFP documents on behalf of a Respondent, please ensure that this person [the third party] has a "proof of payment" receipt for presentation to Transnet when collecting the RFP documents.</p>
COMPULSORY/NON COMPULSORY BRIEFING SESSION	<p>Yes</p> <p>Refer to paragraph 2 for details.</p>
CLOSING DATE	<p>10:00 on Tuesday 10 November 2015</p> <p>Bidders must ensure that bids are delivered timeously to the correct address.</p> <p>As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.</p>



VALIDITY PERIOD	90 Business Days from Closing Date Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.
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Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.

2 FORMAL BRIEFING

A compulsory pre-proposal RFP briefing will be conducted at Esselenpark Campus on the **28 October 2015**, at **09h00** for a period of \pm 2 hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 A Certificate of Attendance in the form set out in Section 8 hereto must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** site meeting and/or RFP briefing.
- 2.2 Respondents failing to attend the compulsory RFP briefing will be disqualified.

3 PROPOSAL SUBMISSION

Proposals must be submitted in a sealed envelope addressed as follows:

The Secretariat, Transnet Acquisition Council
 RFP No: CRAC-ESS-19687
 Description: Provision for hygiene and pest control
 For real Estate Management at Esselenpark campus
 For a period of two years
 Closing date and time: 10 November 2015, 10h00
 Closing address: [Refer to options in paragraph 4 below]

All envelopes must reflect the return address of the Respondent on the reverse side.

4 DELIVERY INSTRUCTIONS FOR RFP

4.1 Delivery by hand

If delivered by hand, the envelope is must be deposited in the Transnet tender box which is located at Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown and must be addressed as follows:

THE SECRETARIAT
 TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
 GROUND FLOOR



INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG 2001

- a) The measurements of the "tender slot" are 400mm wide x 100mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 3 above.
- b) It should also be noted that the above tender box is located at the street level outside the main entrance in Inyanda house 2, 21 Wellington Street and is accessible to the public 24 hours a day, 7 days a week.

4.2 **Dispatch by courier**

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

THE SECRETARIAT

TRANSNET FREIGHT RAIL ACQUISITION COUNCIL

GROUND FLOOR

INYANDA HOUSE 1

21 WELLINGTON ROAD

PARKTOWN

JOHANNESBURG 2001

- 4.3 If responses are not delivered as stipulated herein, such responses will not be considered.

- 4.4 No email or faxed responses will be considered, unless otherwise stated herein.

- 4.5 The responses to this RFP will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.

- 4.6 Envelopes must not contain documents relating to any RFP other than that shown on the envelope.



5 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

As described in more detail in the attached BBBEE Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

The value of this bid is estimated to be below R1 000 000 (all applicable taxes included) OR exceed R1 000 000 (all applicable taxes included); and therefore the 90/10 system shall be applicable. Respondents are required to complete Section 7 [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 RFP will result in a score of zero being allocated for B-BBEE.

5.1 B-BBEE Joint Ventures or Consortia

Respondents who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

Respondents are to note the requirements for B-BBEE compliance of JVs or consortiums as required by Section 7 [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 for the JV or a certified copy thereof at the Closing Date of this RFP will result in a score of zero being allocated for B-BBEE.



5.2 Subcontracting

Transnet fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators¹.

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

A person awarded a contract may not subcontract more than 25% [twenty-five percent] 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.

In terms of Section 7 of this RFP [the B-BBEE Preference Point Claim Form] Respondents are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-contractor/s.

5.3 B-BBEE Improvement Plan

Transnet encourages its Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 5.1 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which they will maintain or improve their B-BBEE status over the contract period.

Note: Should a JV be envisaged the principal respondent is required to submit the required responses as indicated above.

The commitments made by the successful Respondents will be incorporated as a term of the contract and monitored for compliance.

¹ The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans' Association (SANMVA) has been designated as a B-BBEE Facilitator. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.



6 COMMUNICATION

- 6.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted to [**Neo.Matloa@transnet.net**] before **12:00 on 27 October 2015**, substantially in the form set out in Section 12 hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFP documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with the **correct** contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.
- 6.2 After the closing date of the RFP, a Respondent may only communicate with the Secretariat of the Transnet Freight Rail Acquisition Council, at telephone number 011 544-9486, email Prudence Nkabinde@transnet.net or on any matter relating to its RFP Proposal.
- 6.3 Respondents are to note that changes to its submission will not be considered after the closing date.

Respondents are warned that a Proposal will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

7 CONFIDENTIALITY

- 7.1 All information related to this RFP is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

8 INSTRUCTIONS FOR COMPLETING THE RFP

- 8.1 Proposals must be submitted in duplicate hard copies [1 original and 1 copy] and must be bound.



- 8.2 Sign one set of original documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set must be a copy of the original signed Proposal.
- 8.3 Both sets of documents are to be submitted to the address specified in paragraph 4 above, and Bidders must ensure that the original and copies (where applicable) are identical in all respects as Transnet will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document in either the original or the copy of the RFP albeit that it was included in the other.
- 8.4 **All returnable documents tabled in the Proposal Form [Section 4] must be returned with your Proposal.**
- 8.5 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 8.6 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

9 COMPLIANCE

The successful Respondent [hereinafter referred to as the **Service Provider**] shall be in full and complete compliance with any and all applicable laws and regulations.

10 DISCLAIMERS

Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of Proposals. In particular, please note that Transnet reserves the right to:

- 10.1 Modify the RFP's Services and request Respondents to re-bid on any such changes;
- 10.2 Reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 10.3 Disqualify Proposals submitted after the stated submission deadline [Closing Date];
- 10.4 Not necessarily accept the lowest priced Proposal or an alternative bid;
- 10.5 Reject all Proposals, if it so decides;
- 10.6 Withdraw the RFP on good cause shown;
- 10.7 Award a contract in connection with this Proposal at any time after the RFP's closing date;
- 10.8 Award a contract for only a portion of the proposed Services which are reflected in the scope of this RFP;



10.9 Split the award of the contract between more than one Service Provider, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;

10.10 Make no award of a contract;

10.11 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.

Transnet reserves the right to undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFP document.

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

Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, Transnet reserves the right to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price.

Kindly note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.

11 LEGAL REVIEW

A Proposal 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.

Transnet urges its clients, suppliers and the general public

To report any fraud or corruption to

TIP-OFFS ANONYMOUS: 0800 003 056



**RFP FOR THE PROVISION FOR HYGIENE AND PEST CONTROL SERVICES
AT REAL ESTATE MANAGEMENT AT ESSELENPARK CAMPUS
FOR A PERIOD OF TWO YEARS**

Section 2: BACKGROUND, AND SCOPE OF REQUIREMENTS

1 BACKGROUND

SPECIFIC CONDITIONS OF CONTRACT

1. SCOPE

This document draws special attention to the unique specifications and standards and will supplement the General Conditions of Contract. In the event of a conflict the provisions of the Specific Conditions of Contract shall prevail.

Transnet - Esselenpark requires services for Deep cleaning / pest control / washroom bathroom hygiene.

The tender will be valid for two years with no foreseeable option to extend the period beyond this point. Transnet however reserves the right to exercise any option in this regard to which it is legally entitled should unforeseen circumstances warrant such a decision.

2. AREAS

As per attached Schedule

3. FREQUENCIES

The frequency is specified in the Schedule of Work, e.g. if the frequency is monthly or once per month / as and when.

4. SUPERVISION

A supervisor, who will in respect of the tender requirements, be well trained and knowledgeable, with the ability to instruct and advice workers shall supervise all work on the premises. Such supervisor shall be expected to be on the premises every day, and shall report and where possible remedy any faults, irregularities or any other conditions which affect the daily operation of the contract. The supervisor's superior shall conduct weekly inspections on site after which such supervisor shall submit to Transnet - Esselenpark a written report reflecting faults, deterioration, irregularities and the general condition of the vegetation, as well as progress on specified tasks which can be required from time to time.

5. LABOUR

All personnel employed on the premises by the contractor shall be identified with Transnet - Esselenpark's security supervisors. This is to maintain access control and security levels.

6. MOTOR VEHICLES

A current list of motor vehicles used by the contractor shall be provided to Transnet - Esselenpark's Infrastructure Maintenance Manager.

7. RIGHTS

TRANSNET reserves the right to include or exclude any part of the contract. Amendments to the contract will be by agreement and appropriate adjustment with the contractor.

8. PAYMENT

Payment will be within 30 days of submission of invoice.

9. ESCALATION

The prices quoted should remain firm and include escalation; there will be no Escalation applicable for the duration of the contract.

Schedule of Quantities / Prices

Tenders are invited. Deep cleaning / pest control / washroom bathroom hygiene. Intervention in the following focus areas:

- South Court
- Railway man's In Hotel
- Port Captain's Lodge
- Guest Houses
- Main Building
- Train Simulator
- Pool Area
- Perway Building
- The Quad Building
- West End Building
- Old Park Station
- Zeerust
- House 1,2,3,29,30,32,33
- The Mall
- Harbour Tavern
- Library
- Abet
- Staff Change Rooms

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS.

Nature of service: deep cleaning / pest control / washroom bathroom hygiene and supply of hand care units. Intervention in the following focus areas:

- **South Court**
- **Railway man's In Hotel**
- **Port Captain's Lodge**
- **Guest Houses**
- **Main Building**
- **Train Simulator**
- **Pool Area**
- **Perway Building**
- **The Quad Building**
- **West End Building**
- **Old Park Station**
- **Zeerust**
- **House 1,2,3,29,30,32,33**
- **The Mall**
- **Harbour Tavern**
- **Library**
- **Abot**
- **Staff Change Rooms**
- **Boulevard Building/Main Kitchen/Main Restaurant**
- **Sleepers Cafeteria**
- **The Junction Restaurant/Kitchen and Conference Venues**



1. DEEP CLEANING

NB: This service must be conducted on a monthly basis (twelve times a year) in the extreme situation / emergency where the service might be needed; the proper service request process must be adhered to with the appointed contractor.

Deep cleaning must be conducted in and around the following areas of wash room's bathrooms:

- From top to bottom of the walls
- Ceiling
- Washroom floors
- Behind equipments

Top / inside / around and underneath the following operating equipments:

- Wash basins
- Showers
- Baths
- Toilettes
- Walls and floors
- Urinals

2. PEST CONTROL

NB: This service must be conducted on a six weekly period basis (nine times a year) in the extreme situation / emergency where the service might be needed; the proper service request process must be adhered to with the appointed contractor. It is however required pest control for the kitchens to be conducted once a week.

Pest control must be conducted in and around the following areas of buildings:

- Behind operating equipments
- Corners of buildings
- Behind and around furniture
- Inside and around areas where infestation might be a hazard
- In all corners of the kitchens, equipment's and around the production areas.
- Fly catchers must be supplied and installed and serviced twice a month in the restaurants And kitchens

Pest control must be conducted in and around the following areas:

- Ablution blocks
- Offices
- Service areas
- Staff change rooms and ablution blocks
- Store rooms
- Outside Refuse Areas
- Tamper-proof Rodent Bait Station
- Railwayman's Inn Hotel
- Port Captain's Lodge
- South Court
- Houses
- Boulevard Building
- Sleepers
- Coach & Rail
- The Junction
- Cats trappers to be supplied and placed at strategic areas when required

3. WASHROOM / BATHROOM HYGIENE

NB: The installation of these units must be done with the approval of Transnet - Esselenpark management. The contractor should be in a position to consider either of the following options:

1. **Outright purchase of the units with service maintenance contract**
2. **Monthly rental per unit including maintenance contract**

This service must be conducted on a monthly basis (twelve times a year) in the extreme / emergency where the service might be needed; the proper service request process must be adhered to with the appointed contractor

Washroom hygiene units must be conducted at all areas where installed:

- Ladies bathrooms
- Communal Ladies bathrooms
- Office block ladies bath rooms
- Staff Ladies change rooms

The service will be provided on the following hand care units:

- Automatic Sanitizers
- Combination Units
- Sanitary Bin
- Airfreshners

4. SUPPLY OF HAND CARE UNITS

NB: The installation of these units must be done with the approval of Transnet - Esselenpark management. The contractor should be in a position to consider either of the following options:

- **Outright purchase of the units with service maintenance contract**
- **Monthly rental per unit including maintenance contract**

This service must be conducted on a monthly basis (twelve times a year) in the extreme / emergency where the service might be needed; the proper service request process must be adhered to with the appointed contractor

Washroom hygiene must be conducted in and around the following areas of buildings:

- She bins inside the washrooms

Washroom hygiene must be conducted at the following area:

- All ladies and gentlemen wash rooms

The service will be provided on the following hand care units:

- Soap Dispensers

Note: Failure to maintain the cleanliness of food premises is an offence under section 5(1) of the Food Business Regulation.

4. GREEN ECONOMY / CARBON FOOTPRINT

Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

5. GENERAL SERVICE PROVIDER OBLIGATIONS

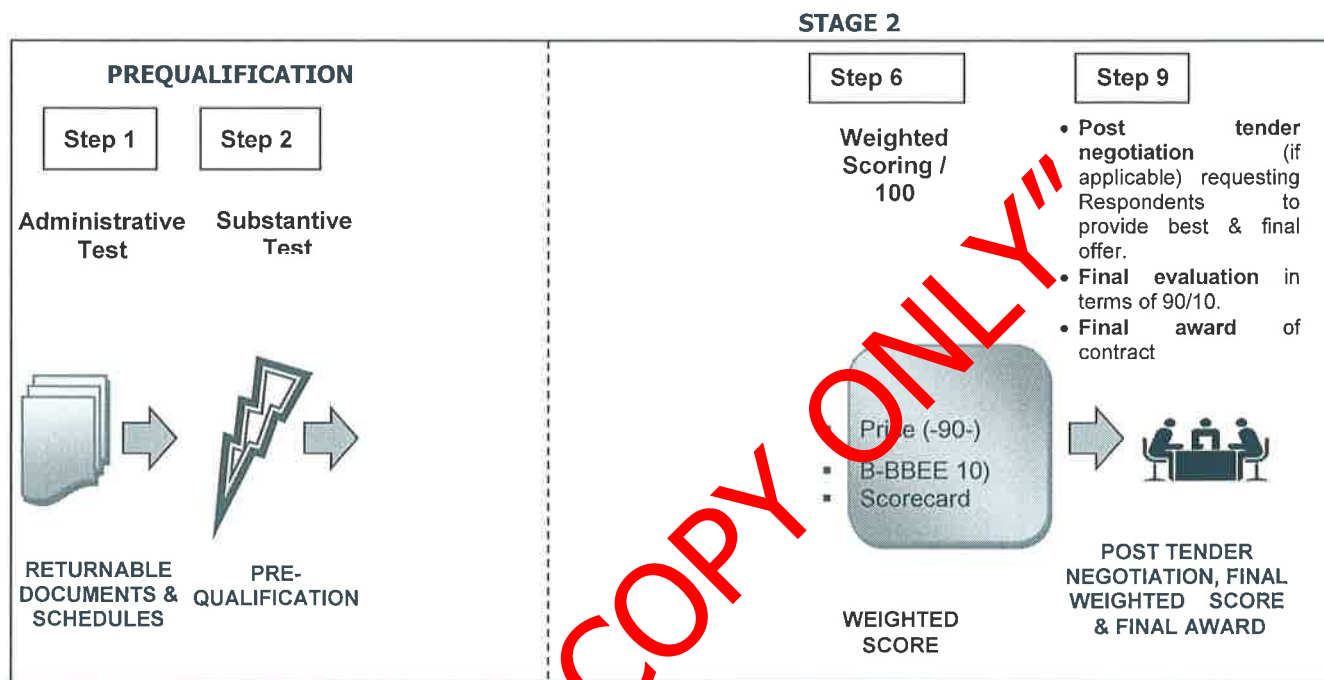
- a. The Service Provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- b. The Service Provider(s) must comply with the requirements stated in this RFP.

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6. EVALUATION METHODOLOGY

Transnet will utilise the following methodology and criteria in selecting a preferred Service Provider, if so required:

STANDARD TRANSNET EVALUATION METHODOLOGY (SEE PPM 13.1)



NB: Evaluation of the various steps will normally take place in a sequential manner. However, in order to expedite the process, Transnet reserves the right to conduct the different step of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must therefore not be interpreted to mean that bidders have necessarily passed any previous stage(s).

PREQUALIFICATION

Step 1: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
• Whether the Bid has been lodged on time	<i>Section 1 paragraph 3</i>
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	<i>Section 4</i>
• Verify the validity of all returnable documents	<i>Section 4, page 52</i>
• Letter of good standing from the department of labour	



Step 2: Test for Substantive Responsiveness to RFP (Mandatory Requirements)

The test for substantive responsiveness to this RFP will include the following

Substantive responsiveness check	RFP Reference
• Valid pest control certificate (for domestic)	Section 4
• Completion of the SHE management questionnaire	ANNEXURE B
• Compliance to specification declaration (in line with the scope of work and schedule of requirement)	Section 3
• Data sheet (SABS approved consumable list air freshner sanitizer units, soap and hygiene wipes etc.	Section 3
• Operational plan including disposal of SHE bins (The plan without the disposal of SHE bins will not be accepted)	
• Proof of certification for authorisation to dispose SHE bins	

The test for substantive responsiveness [Step Two] must be passed for Respondent's Proposal to progress to Stage Three for further evaluation

STAGE 2

Step 6: Weighted Scoring and BBEE Scorecard

	WEIGHT	SUB WEIGHTS	EFFECTIVE WEIGHT
CATEGORY: COMMERCIAL (SCORING MATRIX)	90%		(to be completed by CFST)
• Competitive Pricing		90%	

Step 6: B-BBEE Description

	WEIGHT	SUB WEIGHTS	EFFECTIVE WEIGHT
CATEGORY: B-BBEE (SCORING MATRIX)	10%		(to be completed by CFST)
• B-BBEE Certificate and Scorecard		10%	

a) Price and TCO Criteria [Weighted score 90 points]:

Evaluation Criteria	RFP Reference
• Commercial offer	Section 3



- Commercial discounts²

Section 3

b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 10 points]

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

a. **SUMMARY: Applicable Thresholds and Final Evaluated Weightings**

Thresholds	Minimum Percentage [100%]
Technical / functionality	100%

Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	90
B-BBEE - Scorecard	10
TOTAL SCORE:	100

Step 9: Post Tender Negotiations (if applicable)

Transnet reserves the right to conduct post tender negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. A final evaluation will be conducted in terms of 90/10.

Step 9: Final Contract Award

Transnet will negotiate the final terms and condition the contract with the successful Respondent(s). This may include aspects such as Supplier Development, the B-BBEE Improvement Plan, price and delivery. Thereafter the final contract will be awarded to the successful Respondent(s).

² 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 affected.

**IMPORTANT NOTICE TO RESPONDENTS**

Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFPs exceeding R5million [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFP process which meets this threshold, a complaint may be lodged with the Ombudsman for further investigation. The Ombudsman reserves the right to refer the complaint to an external service provider for investigation.

It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference OF the Ombudsman which are available for review at Transnet's website www.transnet.net.

An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net.

For transactions below the abovementioned threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division/Specialist Unit.

Respondents are to note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a Bidder on its List of Excluded Bidders.

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ANNEXURE A: COMPLIANCE TO SPECIFICATION DECLARATION.

The compliance response is to contain ONLY the following statements, "Comply", or "Do not comply".

Where either "Do not" Compliance" is inserted, remarks as to the reason for the deviation from the requirement is required.

Failure to complete the declaration will result in your bid viewed as non-responsive

Specification Clause	Compliance response	Explanation
SCOPE		
Transnet – Esselenpark Campus requires services for deep cleaning / pest control / washroom bathroom hygiene.		
SUPERVISION: A supervisor, who will in respect of the tender requirements, be well trained and knowledgeable, with the ability to instruct and advice workers shall supervise all work on the premises. Such supervisor shall be expected to be on the premises every day and shall report and where possible remedy any faults, irregularities or any other conditions which affect the daily operation of the contract. The supervisor's superior shall conduct weekly inspections on-site after which such supervisor shall submit to Transnet - Esselenpark a written report reflecting faults, deterioration, irregularities and the general condition of the vegetation, as well as progress on specified tasks which can be required from time to time.		
LABOUR: All personnel employed on the premises by the contractor shall be identified with Transnet - Esselenpark's security supervisors. This is to maintain access control and security levels.		
MOTOR VEHICLES:		



A current list of motor vehicles used by the contractor shall be provided to Transnet - Esselenpark's Infrastructure Maintenance Manager.

SCHEDULED AREAS: Tenders are invited. Deep cleaning / pest control / washroom bathroom hygiene. Intervention in the following focus areas:

- South Court
- Railway man's In Hotel
- Port Captain's Lodge
- Guest Houses
- Main Building
- Train Simulator
- Pool Area
- Perway Building
- The Quad Building
- West End Building
- Old Park Station
- Zeerust
- House 1,2,3,29,30,32,33
- The Mall
- Harbour Tavern
- Library
- Abet
- Staff Change Rooms

DEEP CLEANING:

This service must be conducted on a monthly basis (twelve times a year) in the extreme situation / emergency where the service might be needed; the proper service request process must be adhered to with the appointed contractor.

Deep cleaning must be conducted in and around the following areas of wash room's bathrooms:

- From top to bottom of the walls
- Ceiling
- Washroom floors



<ul style="list-style-type: none"> • Behind equipments <p>Top / inside / around and underneath the following operating equipments:</p> <ul style="list-style-type: none"> • Wash basins • Showers • Baths • Toilettes • Walls and floors • Urinals 		
<p>PEST CONTROL:</p> <p>This service must be conducted on a six weekly period basis (nine times a year) in the extreme situation / emergency where the service might be needed; the proper service request process must be adhered to with the appointed contractor. It is however required pest control for the kitchens to be conducted once a week.</p> <p>Pest control must be conducted in and around the following areas of buildings:</p> <ul style="list-style-type: none"> • Behind operating equipments • Corners of buildings • Behind and around furniture • Inside and around areas where infestation might be a hazard • In all corners of the kitchens, equipment's and around the production areas • Fly catchers must be supplied and installed and serviced twice a month in the restaurants <p>And Kitchens</p> <p>Pest control must be conducted in and around the following areas:</p> <ul style="list-style-type: none"> • Ablution blocks • Offices • Service areas • Staff change rooms and ablution blocks • Store rooms • Outside Refuse Areas 		



<ul style="list-style-type: none"> • Tamper-proof Rodent Bait Station • Railwayman's Inn Hotel • Port Captain's Lodge • South Court • Houses • Boulevard Building • Sleepers • Coach & Rail • The Junction • Cats trappers to be supplied and placed at strategic areas when required 		
<p>WASHROOM / BATHROOM HYGIENE:</p> <p>The installation of these units must be done with the approval of Transnet - Esselenpark management. The contractor should be in a position to consider either of the following options:</p> <ul style="list-style-type: none"> • Outright purchase of the units with service maintenance contract • Monthly rental per unit including maintenance contract <p>This service must be conducted on a monthly basis (twelve times a year) in the extreme / emergency where the service might be needed; the proper service request process must be adhered to with the appointed contractor</p> <p>Washroom hygiene units must be conducted at all areas where installed:</p> <ul style="list-style-type: none"> • Ladies bathrooms • Communal Ladies bathrooms • Office block ladies bath rooms • Staff Ladies change rooms <p>The service will be provided on the following hand care units:</p> <ul style="list-style-type: none"> • Automatic Sanitizers • Combination Units • Sanitary Bin 		



<ul style="list-style-type: none"> • Airfreshners 		
<p>SUPPLY OF HAND CARE UNITS:</p> <p>The installation of these units must be done with the approval of Transnet - Esselenpark management. The contractor should be in a position to consider either of the following options:</p> <ul style="list-style-type: none"> • Outright purchase of the units with service maintenance contract • Monthly rental per unit including maintenance contract <p>This service must be conducted on a monthly basis (twelve times a year) in the extreme / emergency where the service might be needed; the proper service request process must be adhered to with the appointed contractor</p> <p>Washroom hygiene must be conducted in and around the following areas of buildings:</p> <ul style="list-style-type: none"> • She bins inside the washrooms <p>Washroom hygiene must be conducted at the following area:</p> <ul style="list-style-type: none"> • All ladies and gentlemen wash rooms <p>The service will be provided on the following hand care units:</p> <p>Soap Dispensers</p>		

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

TIP-OFFS ANONYMOUS: 0800 003 056



**RFP FOR THE PROVISION FOR HYGIENE AND PEST CONTROL SERVICES
FOR REAL ESTATE MANAGEMNT AT ESSELENPARK CAMPUS
FOR A PERIOD OF TWO (2) YEARS**

**CLOSING VENUE: TENDERBOX, 21 WELLINGTON, INYANDA HOUSE 1,
PARKTOWN**

CLOSING DATE: 10 NOVEMBER 2015

CLOSING TIME: 10:00

VALIDITY PERIOD: 29 FEBRUARY 2016

Section 3: PRICING AND DELIVERY SCHEDULE

Hygiene Services

Area	Item Description	Total number	Monthly Rate / Unit
South Court	Air freshener Units	24	
	Sanitizer Combo units	103	
	Sanitary bins	26	
Railwayman's' Inn	Air freshener Units	8	
	Sanitizer Combo units	21	
	Sanitary bins	6	
Port Captains Lodge	Air freshener Units	8	
	Sanitizer Combo units	18	
	Sanitary bins	3	
Guest Houses	Air freshener Units	40	
	Sanitizer Combo units	40	
	Sanitary bins	40	
Office blocks and Training venues	Air freshener Units	50	
	Sanitizer Combo units	55	
	Sanitary bins	55	
Sleepers	Air freshener Units	7	
	Sanitizer Combo Unit	2	
	Sanitary bin	1	
Boulevard Building	Air freshener Units	10	
	Sanitizer Combo	4	
	Sanitary bin	2	
Coach & Rail	Air freshener Units	8	



	Sanitizer Combo	2	
	Sanitary bins	1	
The Junction	Air freshener	32	
	Sanitizer combo	26	
	Sanitary bins	4	
		Total Monthly Rate	

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

Deep cleaning

Area	Item Description	Total number	Monthly Rate / Unit
South Court	Toilet cubicles	50	
	Urinal Basins	36	
	Washbasins / Sinks	55	
	Showers / Baths	50	
Railwayman's' Inn	Toilet cubicles	132	
	Urinal Basins	12	
	Washbasins	132	
	Showers / Baths	126	
Port Captains Lodge	Toilet Cubicles	53	
	Urinal Basins	5	
	Washbasins / Sinks	58	
	Showers / Baths	60	
Guest Houses	Toilet cubicles	30	
	Washbasins / Sinks	30	
	Showers / Baths	30	
Office blocks and Training venues	Toilet cubicles	80	
	Urinal Basins	55	
	Washbasins / Sinks	70	
	Showers / Baths	5	
Sleepers	Urinals	2	
	Wash basins	6	
	Toilet cubicles	3	
Boulevard Building	Toilet cubicles	7	
	Urinals	5	
	Wash basins	5	
Coach & Rail	Toilet cubicles	4	
	Wash basins	4	
	Urinals	2	
The Junction	Toilet cubicles	22	
	Wash basins	8	
	Urinals	8	
		Total Monthly Rate	

Pest Control

Area	Item Description	Total number	Monthly Rate / Unit
South Court	Bedbugs	242	
	Rodents bate stations	250	
Railwaymans' Inn	Bedbugs	126	
	Rodents bate stations	135	
Port Captains Lodge	Bedbugs	67	
	Rodents bate stations	77	
Guest Houses	Bedbugs	186	
	Rodents bate stations	35 x 3 bedroom houses	
Office blocks and Training venues	Rodents bate stations	120	
Boulevard building	Rodents bate stations	50	
Coach & Rail	Rodent bate stations	25	
Sleepers	Rodent bate station	20	
The Junction building	Rodent bate station	100	
		Total Monthly Rate	

Respondents

Notes to Pricing:

- 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 pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non responsive.
- 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.
- Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 1, clause 1]

YES



1 DISCLOSURE OF PRICES TENDERED

1.1 Respondents must indicate below whether Transnet may disclose their tendered prices and conditions to other Respondents:

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

2 SERVICE LEVELS

- 2.1 An experienced national account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 2.2 Transnet will have quarterly reviews with the Service provider's account representative on an on-going basis.
- 2.3 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 2.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
- a) Random checks on compliance with quality/quantity/specifications
 - b) On-time delivery
- If the Service provider does not achieve this level as an average over each quarter, Transnet will receive a 1.5% [one and a half per cent] rebate on quarterly sales payable in the next quarter.
- 2.5 The Service provider must provide a telephone number for customer service calls.
- 2.6 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet; giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

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

3 TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES

- 3.1 Respondents shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFP process, to participate with Transnet in its continuous improvement initiatives to reduce the total cost of ownership [TCO], which will reduce the overall cost of transportation services and related logistics provided



by Transnet's operating divisions within South Africa to the ultimate benefit of all end-users.

Accepted:

YES	
-----	--

NO	
----	--

If "yes", please specify details in paragraph 6.2 below.

- 3.2 Respondents must briefly describe their commitment to TCO and continuous improvement initiatives and give examples of specific areas and strategies where cost reduction initiatives can be introduced. Specific areas and proposed potential savings percentages should be included. Additional information can be appended to the Respondent's Proposal if there is insufficient space available below.

4 RISK

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by a Service provider, in relation to:

4.1 **Quality and specification of Services delivered:**

4.2 **Continuity of supply:**

4.3 **Compliance with the Occupational Health and Safety Act, 85 of 1993:**



4.4 Compliance with the National Railway Safety Regulator Act, 16 of 2002:

5 REFERENCES

Please indicate below a minimum of 5 company names and contact details of previous and/or existing customers whom Transnet may contact to seek third party evaluations of your service levels:

NAME OF COMPANY	CONTACT PERSON	TELEPHONE

6 FINANCIAL STABILITY

Respondents are required to submit their latest audited financial statements for the past 3 years with their Proposal in order to enable Transnet to establish financial stability.

SIGNED at _____ on this _____ day of _____ 2015

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

2 _____
Name _____

Respondent's Signature

Date & Company Stamp



SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____

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Respondent's Signature

Date & Company Stamp

**RFP FOR THE PROVISION FOR HYGIENE AND PEST CONTROL SERVICES
FOR REAL ESTATE MANAGEMNT AT ESSELENPARK CAMPUS
FOR A PERIOD OF TWO (2) YEARS**



Section 4: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

I/We _____

[Name of entity, company, close corporation or partnership] of *[full address]*

Carrying on business trading/operating as

Represented

by _____

In my capacity as

Being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated _____ to enter into, sign execute and complete any documents relating to this proposal and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should Transnet decide to enter into Post Tender Negotiations with shortlisted bidder(s).

FULL NAME(S)	CAPACITY	SIGNATURE
--------------	----------	-----------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I/We hereby offer to supply the abovementioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

I/We agree to be bound by those conditions in Transnet's:

- (i) Terms and Conditions of Contract - Services;

Respondent's Signature

Date & Company Stamp



- (ii) General Bid Conditions – Services; and
- (iii) Any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

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

Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of intent [the **Letter of Intent**], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Intent shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Services within 4 [four] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

I/We accept that any contract resulting from this offer will be for a period of two years only.

ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The *domicilium citandi ET executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its *domicilium citandi ET executandi* hereunder:

Name of Entity:

Facsimile:

Address:



NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [the **Service provider**] will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of the name of the successful Service provider and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

VALIDITY PERIOD

Transnet requires a validity period of 90 [ninety] Business Days [from closing date] against this RFP.

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [C.C.] on whose behalf the RFP is submitted.

(i) Registration number of company / C.C.

(ii) Registered name of company / C.C.

(iii) Full name(s) of director/member(s) Address/Addresses ID
Number(s)

RETURNABLE DOCUMENTS

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. **Returnable Documents** means all the documents, Sections and Annexures, as listed in the tables below.

Respondent's Signature

Date & Company Stamp

a) **Mandatory Returnable Documents**

Failure to provide all Mandatory Returnable Documents at the closing date and time of this tender will 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 the mandatory Returnable Documents detailed below by so indicating [Yes or No] in the table below:

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 3 : Pricing and Delivery Schedule	
ANNEXURE A: Compliance to specification Declaration (in line with scope of work and schedule of requirements.)	
• Valid Pest Control Certificate (for domestic)	
• Completion of the SHE management Questionnaire	
• Data Sheet (SABS approved consumable list Air Freshener, Sanitizer units, Soap and hygiene wipes etc)	
• Operational plan including disposal of SHE bins (the plan without the disposal of SHE bins will not be accepted)	
• Proof of certification for authorisation to dispose SHE bins	

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.

Failure to provide all essential Returnable Documents may result in a Respondent's disqualification at Transnet's sole discretion. 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 & SCHEDULES	SUBMITTED [Yes or No]
Receipt for payment of RFP documents [paragraph 1]	
SECTION 4 : Proposal Form and List of Returnable documents	
<ul style="list-style-type: none"> - Valid and original, or a certified copy, of your entity's B-BBEE Accreditation Certification as per the requirements stipulated in the B-BBEE Claims Form Section 7. Note: failure to provide these required documents at the closing date and time of the RFP will result in an automatic score of zero being allocated for preference 	
<ul style="list-style-type: none"> - 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 	
<ul style="list-style-type: none"> - Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 3 previous years 	
SECTION 8 : Certificate of attendance of compulsory Site Meeting / RFP Briefing	
Original and valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 5 : RFP Declaration and Breach of Law Form	
SECTION 7 : B-BBEE Preference Claim Form	
SECTION 9 : ANNEXURE C: B-BBEE IMPROVEMENT PLAN	
Letter of good standing from the department of labour	

c) Additional Documents

In addition to the requirements of paragraphs (a) and b) above, Respondents are further requested to submit with their Proposals the following **additional documents** as detailed below. Please confirm submission of these additional documents by so indicating [Yes or No] in the table below:

ADDITIONAL DOCUMENTS	SUBMITTED [Yes or No]

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 RFP. 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.

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 RFP, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

Bidders furthermore agree that Transnet SOC Ltd shall recognise no claim from them for relief based on an allegation that they have overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating their offered prices or otherwise.

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

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

- 1 General Bid Conditions*
- 2 Terms and Conditions of Contract for the supply of Services to Transnet* **(select 2)**
- 3 Master Agreement attached
- 4 Supplier Integrity Pact*
- 5 Non-disclosure Agreement*
- 6 Specifications and drawings included in this RFP
- 7 Vendor Application Form* and all supporting documents (first time vendors only)

Alternatively, for all existing vendors, please provide vendor number(s) here:

Transnet Operating Division	Unique Vendor Number	Yes / No
Transnet Group		
TFR, etc.		



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In the Yes/No column above, please confirm that all the information e.g. company address and contact details, banking details etc. are still correct as at the time of allocation of the vendor number(s).

*(available on Transnet's website or upon request)

SIGNED at _____ on this _____ day of _____ 2015

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORIZED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp



**RFP FOR THE PROVISION FOR HYGIENE AND PEST CONTROL SERVICES
FOR REAL ESTATE MANAGEMENT AT ESSELENPARK CAMPUS
FOR A PERIOD OF TWO (2) YEARS**

Section 5: RFP 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 RFP Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal [RFP];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Services 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 RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
5. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from Bidders in responding to this RFP 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 **are / are 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.
10. We accept that any dispute pertaining to this Bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought.
11. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

BREACH OF LAW

12. We further hereby certify that *I/we* (the bidding entity and/or any of its directors, members or partners) **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 _____ 2015

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

Respondent's Signature

Date & Company Stamp



**RFP FOR THE PROVISION FOR HYGIENE AND PEST CONTROL SERVICES
FOR REAL ESTATE MANAGEMNT AT ESSELENPARK CAMPUS
FOR A PERIOD OF TWO (2) YEARS**

Section 7: 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 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: *[column "Maximum 10"]*

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 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 transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 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 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned 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.
- 4.8 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.
- 4.9 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.
- 4.10 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.

- 4.11 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.
- 4.12 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.
- 4.13 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 2012 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 he/she 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 6 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 *audit 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:

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**RFP FOR THE PROVISION FOR HYGIENE AND PEST CONTROL SERVICES
FOR REAL ESTATE MANAGEMNT AT ESSELENPARK CAMPUS
FOR A PERIOD OF TWO (2) YEARS**

Section 8: CERTIFICATE OF ATTENDANCE OF RFP BRIEFING

It is hereby certified that –

1. _____

2. _____

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

Attended the RFP briefing in respect of the proposed Services to be rendered in terms of this
RFP on _____ 20____

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE

EMAIL _____



**RFP FOR THE PROVISION FOR HYGIENE AND PEST CONTROL SERVICES
FOR REAL ESTATE MANAGEMENT AT ESSELENPARK CAMPUS
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Section 9: B-BBEE IMPROVEMENT PLAN

Transnet encourages its Suppliers to constantly strive to improve their B-BBEE rating and requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate whether they will maintain or improve their B-BBEE status over the contract period.

Additional contractual requirements

Should a contract be awarded through this RFP process, the successful Respondent(s) may be contractually committed, *inter alia*, to the following conditions:

- a) The original B-BBEE Improvement Plan may require certain additions or updates in order to ensure that Transnet is satisfied that developmental objectives will be met.
- b) The Supplier will need to ensure that the relevant mechanisms and procedures are in place to allow Transnet access to information to measure and verify the Supplier's compliance with its stated B-BBEE Improvement commitment.
- c) The Supplier will be required to provide:
 - (i) quarterly status reports for Transnet; and
 - (ii) A final B-BBEE Improvement Plan report, to be submitted to Transnet prior to the expiry date of the contract, detailing delivery, implementation and completion of all B-BBEE Improvement components.
- d) All information provided by the Supplier in order to measure its progress against its stated targets will be auditable.

Respondents are requested to submit their B-BBEE Improvement Plan as an **additional document** with their Proposals by completion of **Annexure C** appended hereto. *[Refer Annexure C for further instructions]*



ANNEXURE C: B-BBEE IMPROVEMENT PLAN

Transnet encourages its Suppliers/Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which their ownership, management control, Supplier Development, Preferential Procurement and Enterprise Development will be maintained or improved over the contract period.

Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals.

Respondents are to insert their current status (%) and future targets (%) for the B-BBEE Improvement Plan [i.e. not the % change but the end-state quantum expressed as a percentage] in the table below. This will indicate how you intend to sustain or improve your B-BBEE rating over the contract period. On agreement, this will represent a binding commitment to the successful Respondent.

Transnet reserves the right to request supporting evidence to substantiate the commitments made in the B-BBEE Improvement Plan.

OWNERSHIP INDICATOR	Required Responses	Current Status (%)	Future Target (%)
1. The percentage of the business owned by Black ³ persons.	<i>Provide a commitment based on the extent to which ownership in the hands of Black persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
2. The percentage of your business owned by Black women.	<i>Provide a commitment based on the extent to which ownership in the hands of Black women as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
3. The percentage of the business owned by Black youth ⁴	<i>Provide a commitment based on the extent to which ownership in the hands of Black youth as a percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
4. The percentage of the business owned by Black persons living with	<i>Provide a commitment based on the extent to which ownership in the hands of Black disabled persons as a</i>		

³ "Black" means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003

⁴ "Black youth" means Black persons from the age of 16 to 35



disabilities	<i>percentage of total ownership of the organisation would be sustained or increased over the contract period.</i>		
5. New Entrants ⁵ (Early stage business)	<i>Provide a commitment based on the extent to which new entrants will be supported over the contract period.</i>		

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5 "**New Entrants**" means an early stage business which is similar to a start-up. However, an early stage business is typically 3 years old or less.

Respondent's Signature

Date & Company Stamp

MANAGEMENT CONTROL INDICATOR	Required Responses	Current Status (%)	Future Targets (%)
6. The percentage of Black Board members in relation to the total number of Board members	<i>Provide a commitment based on the extent to which the number of Black Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</i>		
7. The percentage of Black female Board members in relation to the total number of Board members	<i>Provide a commitment based on the extent to which the number of Black female Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</i>		
8. Black Executives directors as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
9. Black female Executives directors as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black female executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
Other Executive Management	Required Response	Current Status (%)	Future Targets (%)
10. Black Executive Management as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
11. Black Female Executive Management as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black female executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
Senior Management	Required Response	Current Status (%)	Future Targets (%)
12. Black employees in Senior Management as a percentage of all senior management	<i>Provide the percentage of Blacks that would be appointed or retained by the Board and would be operationally involved in the day to day senior management of the business, with individual responsibility for overall</i>		

	<i>and/or financial management of the business and actively involved in the development and implementation of overall strategy, over the contract period.</i>		
13. Black female employees in Senior Management as a percentage of all senior management	<i>Provide the percentage of Black females that would be appointed or retained by the Board and would be operationally involved in the day to day senior management of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of overall strategy, over the contract period.</i>		
Middle Management	Required Response	Current Status (%)	Future Targets (%)
14. Black employees in Middle Management as a percentage of all middle management	<i>Provide the percentage of Blacks that would be retained or appointed by the organisation in the middle management cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the day to day management of the organisation, over the contract period.</i>		
15. Black female employees in Middle Management as a percentage of all middle management	<i>Provide the percentage of Blacks females that would be retained or appointed by the organisation in the middle management cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the day to day management of the organisation, over the contract period.</i>		
Junior Management	Required Response	Current Status (%)	Future Targets (%)
16. Black employees in Junior management as a percentage of all junior management	<i>Provide a commitment based on the extent to which the number of Black Junior Managers as a percentage of the total junior Managers would be sustained or increased over the contract period.</i>		

17. Black female employees in Junior management as a percentage of all junior management	<i>Provide a commitment based on the extent to which the number of Black female Junior Managers as a percentage of the total junior Managers would be sustained or increased over the contract period.</i>		
Employees with disabilities	Required Response	Current Status (%)	Future Targets (%)
18. Black employees with disabilities as a percentage of all employees	<i>Provide a commitment based on the extent to which the percentage of Black disabled employees, in relation to the total of all employees in the organisation, would be sustained or increased over the contract period.</i>		
PREFERENTIAL PROCUREMENT INDICATOR	Required Responses	Current Status (%)	Future Targets (%)
19. B-BBEE procurement spend from all Empowering Suppliers ⁶ based on the B-BBEE procurement recognition level as a percentage of total measured procurement spend	<i>Provide a commitment based on the extent to which B-BBEE spend from all Empowering Suppliers would be sustained or increased over the contract period.</i>		
20. 20 B-BBEE procurement spend from all Empowering Suppliers QSEs based on the applicable B-BBEE Procurement Recognition Level as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which B-BBEE spend from Empowering Supplier QSEs would be sustained or increased over the contract period</i>		
21. B-BBEE procurement spend from Exempted Micro- Enterprise based on the applicable B-BBEE procurement recognition Levels as a percentage of Total Measured	<i>Provide a commitment based on the extent to which B-BBEE spend from EMEs would be sustained or increased over the contract period</i>		

⁶ "Empowering Suppliers" means a B-BBEE compliant entity, which should meet at least three of the following criteria if it is a Large Enterprise or one if it is a QSE:

(a) At least 25% of cost of sales excluding labour cost and depreciation must be procured from local producers or local supplier in SA, for service industry labour cost are included but capped to 15%.

(b) Job creation - 50% of jobs created are for Black people provided that the number of Black employees since the immediate prior verified B-BBEE Measurement is maintained.

(c) At least 25% transformation of raw material/beneficiation which include local manufacturing, production and/or assembly, and/or packaging.

(d) Skills transfer - at least spend 12 days per annum of productivity deployed in assisting Black EMEs and QSEs beneficiaries to increase their operation or financial capacity.

Procurement Spend			
22. B-BBEE procurement spend from Empowering Suppliers that are at least 51% black owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 51% Black-owned would be maintained or increased over the contract period.</i>		
23. B-BBEE procurement spend from Empowering Suppliers that are at least 30% black women owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 30% Black women-owned would be maintained or increased over the contract period.</i>		
24. B-BBEE Procurement Spent from Designated Group ⁷ Suppliers that are at least 51% Black owned	<i>Provide a commitment based on the extent to which spend from suppliers from Designated Group Suppliers that are at least 51% Black owned would be maintained or increased over the contract period.</i>		

⁷ "Designated Groups" means:

- a) unemployed black people not attending and required by law to attend an educational institution and not awaiting admission to an educational institution;
- b) black people who are youth as defined in the National Youth Commission Act of 1996;
- c) black people who are persons with disabilities as defined in the Codes of Good Practice on employment of people with disabilities issued under the Employment Equity Act;
- d) black people living in rural and under developed areas; and
- e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.

SUPPLIER DEVELOPMENT INDICATOR	Required Response	Current Status (%)	Future Target (%)
25. Annual value of all Supplier Development ⁸ Contributions made by the Measured entity as a percentage of the target	<i>Provide a commitment based on the percentage in your organisation's annual spend on Supplier Development initiatives, will be maintained or improved over the contract period.</i>		
ENTERPRISE DEVELOPMENT INDICATOR	Required Response	Current Status (%)	Future Target (%)
26. The organisation's annual spend on Enterprise Development ⁹ as a percentage of Net Profit after Tax [NPAT]	<i>Provide a commitment based on the retention or increase in your organisation's annual spend on Enterprise Development initiatives, as a percentage of its Net Profit after Tax, over the contract period.</i>		

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⁸ **"Supplier Development"** means monetary or non-monetary contributions carried out for the benefit of value-adding suppliers to the Measured Entity, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:

(a) Supplier Development Contributions to suppliers that are Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% black owned or at least 51% black women owned.

Supplier Development within the context of the B-BBEE scorecard must be differentiated from Transnet's Supplier Development Initiatives. Whereas the former relates to the definition above, the latter relates to improving the socio-economic environment through initiatives that are committed to as part of a contract award that contribute to the development of a competitive supplier base in relation to a particular industry.

⁹ **"Enterprise Development"** means monetary and non-monetary contributions carried out for the following beneficiaries, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:

(a) Enterprise Development Contributions to Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% Black owned or at least 51% Black women owned;

12 Tenderer SHE Management System Questionnaire

This questionnaire is part of the TFR tender evaluation process and is to be completed by all Tenderer's and submitted with their tender offer. The objective of the questionnaire is to provide an overview of the status of the Tenderer's SHE management system. Tenderers will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. The tender warrants that the information provided below is accurate and correct. The tenderer shall advise TFR of any changes.

Failure to complete and provide supporting documents will result in your bid viewed as non-responsive

The information provided in this questionnaire is an accurate summary of the company's SHE management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
Tenderer SHE Management System Questionnaire	Yes	No
1. SHE Policy and Management		
- Is there a written company SHE policy?		
- If yes provide a copy of the policy (ANNEXURE #)		
- Does the company have an SHE Management system e.g. NOSA, OHSAS, IRCA System etc		
- If yes provide details		
- Is there a company SHE Management System, procedures manual or plan?		
- If yes provide a copy of the content page(s)		
- Are the SHE responsibilities clearly identified for all levels of Management and employees?		
- If yes provide details		
2. Safe Work Practices and Procedures		
- Are safe operating procedures or specific safety		

instructions relevant to its operations available?		
- If yes provide a summary listing of procedures or instructions		
- Is there a SHE incident register? If yes provide a copy		
- Are Risk Assessments conducted and appropriate techniques used?		
- If yes provide details		
3. SHE Training		
Describe briefly how health and safety training is conducted in your company:		
- Is a record maintained of all training and induction programs undertaken for employees in your company?		
- If yes provide examples of safety training records		
4. SHE Workplace Inspection		
- Are regular health and safety inspections at worksites undertaken?		
-If yes provide details		
- Is there a procedure by which employees can report hazards at workplaces?		
- If yes provide details		
5. SHE Consultation		
- Is there a workplace SHE committee?		
- Are employees involved in decision making over SHE matters?		
- If yes provide details		
- Are there appointed SHE representatives?		
- Comments		
6. SHE Performance Monitoring		
- Is there a system for recording and analysing health and safety performance statistics including injuries and		

incidents? - If yes provide details		
- Are employees regularly provided with information on company health and safety performance? - If yes provide details		
Is company registered with workmen's compensation and up to date? - If yes provide proof of letter of good standing		
- Has the company been fined or convicted of an occupational health and safety offence? - If yes provide details		

Safety Performance Report

Monthly DIFR for previous months

Previous Year	No of Disabling Injuries	Total Number of employees	DIFR per month
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

DIFR = Number of Disabling injuries x 200000 divided by number of man hours worked for the period

Signed
(Tenderer)

Respondent's Signature

Date & Company Stamp