

**Transnet Freight Rail**

an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

**REQUEST FOR PROPOSAL [RFP] [SERVICES]**

**FOR THE PROVISION OF: CLEANING SERVICES AT SENTRARAND DEPOT  
FOR A PERIOD OF 24 MONTHS**

<b>RFP NUMBER</b>	<b>HOAC-HO-22545</b>
<b>ISSUE DATE:</b>	<b>29 SEPTEMBER 2016</b>
<b>CLOSING DATE:</b>	<b>11 OCTOBER 2016</b>
<b>CLOSING TIME:</b>	<b>10H00 am</b>
<b>BID VALIDITY PERIOD:</b>	<b>90 days Business Days from 16<sup>TH</sup> February 2017.</b>

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### RFP ANNEXURES:

#### ANNEXURE A: PRICE AND DELIVERY SCHEDULE

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Respondent's Signature

Date & Company Stamp

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**ANNEXURE D:** LIST OF CLEANING EQUIPMENT

**ANNEXURE E:** SAFETY AND HEALTH COMPLIANCE SPECIFICATIONS FOR CLEANING

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Respondent's Signature

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Date & Company Stamp

# RFP FOR THE PROVISION OF CLEANING SERVICES AT SENTRARAND

## FOR A PERIOD OF 24 MONTHS

### 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	Provision of Cleaning Service at Sentrarand for the period of 24 months												
BID FEE AND BANKING DETAILS	<p><b>This RFP is issued for the fee indicated below.</b></p> <p>R250.00 [inclusive of VAT] per set. Payment is to be made as follows:</p> <table><tr><td>Account Name</td><td>:</td><td>Transnet Freight Rail</td></tr><tr><td>Account</td><td>:</td><td>Standard Bank</td></tr><tr><td>Account number</td><td>:</td><td>203158598</td></tr><tr><td>Branch code</td><td>:</td><td>004805</td></tr></table> <p>NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the RFP documents and submitted thereafter with your Proposal.</p>	Account Name	:	Transnet Freight Rail	Account	:	Standard Bank	Account number	:	203158598	Branch code	:	004805
Account Name	:	Transnet Freight Rail											
Account	:	Standard Bank											
Account number	:	203158598											
Branch code	:	004805											
INSPECT / COLLECT DOCUMENTS FROM	<p>This bid may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge.</p> <p>Alternatively, this RFP may be purchased at R250 [inclusive of VAT] per set for those Bidders that require a copy from Transnet rather than downloading from the website. If a copy of the tender document is required, prior arrangements must be made one (1) day in advance and the tender document may be collected between <b>09:00</b> and <b>15:00</b> from <b>29 SEPTEMBER 2016</b> until <b>7 OCTOBER 2016</b>.</p> <p>This RFP may be picked up from the following address: <b>RECEPTION, TENDER ADVICE CENTRE, INYANDA HOUSE 1, GROUND FLOOR, 21 WELLINGTON ROAD, PARKTOWN, JOHANNESBURG</b></p>												
ISSUE DATE AND COLLECTION DATE DEADLINE	<p><b>Date Published:</b> 29 SEPTEMBER 2016</p> <p><b>Tender documents available until: 28 SEPTEMBER 2016</b> <i>[Note the bid will only be visible on the Portal on the date indicated here, and no tenders will be issued after this deadline.]</i></p> <p><b>Closing Date / Time: 10:00am on Tuesday 11 OCTOBER 2016</b> <i>[Note the bid will only be visible on the Portal until the date indicated here. Thereafter it moves to the "Closed tenders" tab.]</i></p>												
BRIEFING SESSION	No, there will be no briefing meeting for this tender												
CLOSING DATE	<p><b>12:00 on Tuesday 11 OCTOBER 2016</b></p> <p>This tender shall close punctually at the following address: <b>The Chairperson, Transnet Freight Rail Acquisition Council, Inyanda House 1, 21 Wellington Rd, Parktown, JOHANNESBURG, 2001.</b></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>												

Respondent's Signature

Date & Company Stamp



<b>VALIDITY PERIOD</b>	<p><b>90 Business Days from Closing Date.</b></p> <p><b>End of validity period: 16 FEBRUARY 2017</b></p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.</p>
<b>SPECIAL CONDITIONS</b>	<p>Bidders are to note that this bid may also be downloaded directly from the National Treasury eTender Publication Portal free of charge. If Bidders intend to download the bid off the Portal, they are required to indicate their intention to respond to this bid by <b>7 OCTOBER 2016</b> by sending an email with their contact details to the following address: <a href="mailto:Anthonie.Erasmus@transnet.net">Anthonie.Erasmus@transnet.net</a> or <a href="mailto:Lerato.Morailane@transnet.net">Lerato.Morailane@transnet.net</a>. This is to ensure that any required communication (e.g. addenda to the bid) in relation to this bid reaches those intending to respond. Bidders must also inform Transnet that they have downloaded the document by sending email to the email address above in order to be included in the collection list</p> <p><b>Transnet will not be held liable if Bidders do not respond by this date and do not receive the latest information regarding this Bid as a result thereof.</b></p>
<b>SUPPLIER REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)</b>	<p>In terms of paragraph 3 of the NATIONAL TREASURY SCM INSTRUCTION NO 4 OF 2016/2017, which became effective on 1 May 2016, [Transnet] must ensure that</p> <p>3.1.1 Suppliers [of Transnet] are registered on the Central Supplier Database [CSD] before any procurement related activities commences;</p> <p>3.1.2 The CSD can be used as the single on only list of prospective suppliers for [Transnet]</p> <p>Furthermore, according to paragraph 5.6 5.6 Transnet may only award bids to suppliers after verifying that the supplier is registered as prospective suppliers on the National Treasury Central Supplier Database.</p> <p>Please ensure that you register your company on the CSD by following these steps:</p> <p>Step 1: Access the CSD site on <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> Step 2: Register a new CSD account <a href="https://secure.csd.gov.za/Account/Register">https://secure.csd.gov.za/Account/Register</a> Step 3: Receive an activation email and click activate account Step 4: Activate account by requesting and entering the OTP Step 5: Log in the CSD Step 6: Complete supplier identification information Step 7: Complete contact information Step 8: Complete address information Step 9: Complete bank account information Step 10: Complete tax information Step 11: Complete directors/members information (if non-CIPC company) Step 12: Complete associations (if relevant) Step 13: Complete commodities information Step 14: Complete B-BBEE information (future phase) Step 15: Maintain users Step 16: Complete notification information Step 17: Complete accreditations Step 18: Click on submit Step 19: A CSD supplier number and unique registration reference number is auto-generated and communicated</p>

Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.

Respondent's Signature

Date & Company Stamp

## 2 PROPOSAL SUBMISSION

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

The Secretariat, Transnet Freight Rail Acquisition Council  
 RFP No: HOAC-HO-22545  
 Description: Provision of cleaning services at Sentrarrand  
 Closing date and time: 11 October 2016 and 10H00am  
 Closing address: *[Refer to options in paragraph 4 below]*

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

## 3 DELIVERY INSTRUCTIONS FOR RFP

### 3.1 Delivery by hand

If delivered by hand, the envelope must be deposited in the Transnet tender box which is located at The Chairperson, Transnet Freight Rail Acquisition Council, Inyanda House 1, 21 Wellington Rd, Parktown, JOHANNESBURG, 2001, and must be addressed as follows:

**THE CHAIRPERSON,  
 TRANSNET FREIGHT RAIL ACQUISITION COUNCIL,  
 INYANDA HOUSE 1, 21  
 WELLINGTON RD,  
 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 2 above.

### 3.2 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 CHAIRPERSON,  
 TRANSNET FREIGHT RAIL ACQUISITION COUNCIL,  
 INYANDA HOUSE 1, 21  
 WELLINGTON RD,  
 PARKTOWN,  
 JOHANNESBURG,  
 2001.**

- 3.3 If responses are not delivered as stipulated herein, such responses will not be considered.  
 3.4 No email or faxed responses will be considered, unless otherwise stated herein.

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

\_\_\_\_\_  
 Date & Company Stamp

- 3.5 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.
- 3.6 Envelopes must not contain documents relating to any RFP other than that shown on the envelope.

#### **4 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 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

##### **4.1 B-BBEE Joint Ventures or Consortiums**

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.

##### **4.2 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 Facilitators<sup>1</sup>.

<sup>1</sup> 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

Respondent's Signature

Date & Company Stamp

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.

*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.**

## 5 COMMUNICATION

- 5.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted to [Alex.Baloyi@transnet.net] before **12:00pm on 7 October 2016**, substantially in the form set out in Section 6 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 TFR Governance Department on issue of the bid documentation to the Respondent. Kindly ensure that you provide the TFR Governance Department with the **correct** contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.
- 5.2 After the closing date of the RFP, a Respondent may only communicate with the TFR Governance Department on any matter relating to its RFP Proposal at the following contact details:

Name	Email address	Telephone	Fax
Lolo Sokhela	<a href="mailto:Lolo.sokhela@transnet.net">Lolo.sokhela@transnet.net</a>	011 544 9494	011 774 9186
Thuli Mathebula	<a href="mailto:Thuli.mathebula@transnet.net">Thuli.mathebula@transnet.net</a>	011 544 9497	011 774 9129

- 5.3 Respondents are to note that changes to its submission will not be considered after the closing date.

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(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.

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Respondent's Signature

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Date & Company Stamp



Respondents are warned that a Proposal may 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.

## 6 CONFIDENTIALITY

- 6.1 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.

## 7 INSTRUCTIONS FOR COMPLETING THE RFP

- 7.1 Proposals must be submitted in duplicate hard copies [1 original and 1 copy] and must be bound.
- 7.2 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.
- 7.3 Both sets of documents are to be submitted to the address specified in paragraph 3 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.
- 7.4 **All returnable documents tabled in the Proposal Form [Section 4] must be returned with your Proposal.**
- 7.5 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.
- 7.6 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.

## 8 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.

## 9 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:

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Respondent's Signature

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Date & Company Stamp

- 9.1 Modify the RFP's Services and request Respondents to re-bid on any such changes;
- 9.2 Reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 9.3 Disqualify Proposals submitted after the stated submission deadline [Closing Date];
- 9.4 Not necessarily accept the lowest priced Proposal or an alternative bid;
- 9.5 Reject all Proposals, if it so decides;
- 9.6 Withdraw the RFP on good cause shown;
- 9.7 Award a contract in connection with this Proposal at any time after the RFP's closing date;
- 9.8 Award a contract for only a portion of the proposed Services which are reflected in the scope of this RFP;
- 9.9 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;
- 9.10 Make no award of a contract;
- 9.11 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.

Transnet reserves the right to lower the threshold for Technical from **80% to 70%** percent if no Bidders pass the predetermined minimum threshold in respect of Technical.

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.

## 10 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**

Respondent's Signature

Date & Company Stamp

## **RFP FOR THE PROVISION OF CLEANING SERVICES AT SENTRARAND FOR A PERIOD OF 24 MONTHS**

### **Section 2: BACKGROUND OVERVIEW AND SCOPE OF REQUIREMENTS,**

#### **1 BACKGROUND**

Transnet Freight Rail requires a cleaning service at Sentrarand for a period of 24 months.

Workplace housekeeping is fundamental to maintain a clean, tidy and safe working environment.

A clean, tidy and safe working environment reduces injury, increases productivity and boost morale

#### **2 EXECUTIVE OVERVIEW**

TFR Real Estate Management Department through Engineering and Facilities Management (EFM) function is responsible, amongst other services, to provide cleaning services. It is against this background that EFM function is tasked with the responsibility to appoint experienced cleaning service provider on a 2-year contract to provide cleaning services at TFR buildings as specified below. The service provider(s) is/are required to provide all required equipment; thus SABS approved chemicals, equipment, uniforms and anything else necessary to deliver on the mandate of the cleaning contract.

The service will be required at the following Buildings:

#	Building name/ Location
1	Sentrarand

##### **2.2 Current (As Is) Situation:**

- Currently there is a contract in place and it's a four months and two weeks contract expiring end Of October 2016

##### **2.3 Purpose / Objective (concise but explanatory)**

The Service Provider shall provide a scheduled and reactive Cleaning Service on a day to day basis in all areas of TFR in accordance with this section. Routine cleaning service refers to:

- General vacuuming, dusting and wiping of all surfaces;
- Collection of general waste (recyclable and non-recyclable) and removal to on site central place / skip;
- Cleaning of accessible internal and external windows and glass doors windows up to ALL floor level.

Respondent's Signature

Date & Company Stamp

- The Service Provider shall ensure that routine and TFR processes and all business areas are not adversely affected by the cleaning services
- The Service Provider shall comply with the standards laid down by TFR and / or the Cleaning Manager;
- Individual Staff are consistently allocated to work on a specific floor in a specific building or with a specific department with minimal changes, save to the extent reasonably required to maintain the Service Standards;
- The Service Provider shall ensure safe working practices are followed in public areas, laboratories, corridors and stairwells;
- Appropriate signage is used for warnings of wet floors, etc;
- The Service Provider shall ensure that meeting rooms are cleaned as necessary and all waste promptly removed, efficiently and in any event prior to the commencement of the next meeting;
- The Service Provider shall liaise frequently with the Cleaning Manager to confirm access times to the meeting rooms and notice of meetings ending;
- The Service Provider shall provide the routine Cleaning and Cartage Service to all areas of TFR during the Access Times, to be agreed upon, provided that the Service Provider has a due regard to the operation of the university;
- The Cleaning Manager may advise more detailed access times in writing from time to time;
- All equipment complies with the relevant SABS Specifications and code of practice;
- All equipment and Materials are colour coded in line with TFR colour coding, to indicate specific areas of use;
- Cleaning procedures and schedules are in place and up to date;
- Discard procedures are in place and applied in respect of disposable cleaning equipment;
- Cleaning equipment is clearly defined for specific usage;
- Cleaning equipment is clean and correctly stored;
- All cleaning material as may at any time be necessary for the provision of the Cleaning Services are supplied and issued to Staff;
- Cleaning materials used in a safe and proper manner, in compliance with Health and safety Regulations;
- Cleaning materials are selected and used so as not to cause any damage to surfaces;
- Hard floors are free from dust, debris, removable soil, stains and build-up, and have a uniform light-reflective, finish;
- Soft floors are free from debris, removable soil, stains and odors;
- Furniture, fixtures and fittings are free from dust, removable soil, smears, spots and spillages;
- Paintwork, walls and doors are free from dust, removable stains, grease, smears, spots and spillages;

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 Respondent's Signature

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 Date & Company Stamp

- Sanitary ware is free of dust, removable soil and stains on inside and outside surfaces. Taps, overflows, outlet, chain and plug are free from grease, scum, debris and deposits;
  - High and low level surfaces are free from dust, cobwebs, removable soil, grease, spots and splashes. All types of refuse holders are free from, soils, grease, spots and spillages on both inside and outside surfaces;
  - Windows, internal glass, panels and partitions are free from dust, grease streaks, smears, spots, splashes, marks and sticky deposits to their full height.;
  - Venetian/vertical and roller blinds are free from dust, grease, streaks, smears, spots and splashes;
  - Lift, lift doors and runner are free from dust, grease, streaks, smears, spots and splashes and debris;
- Telephones are free from dust, grease, smears and streaks and are disinfected on a daily basis.

### 3 SCOPE OF REQUIREMENTS

#### **BUILDING: Sentrarand Depot**

#### **GENERAL SPECIFICATION:**

Two shift per day. Service to be provided twice daily, over weekends and on public holidays (only at applicable areas marked on the attached Annexure A Provide two ply toilet paper to all ablution facilities

#### **SCOPE OF WORK**

#### **AREAS TO BE CLEANED**

- (A) Main Entrance / Security / Ablution / Reception Area and surrounding depot area
- (B) Stairs and Landings (service and main stairs)
- (C) Office and passages (including boardrooms, store rooms, etc.)
- (D) Lift Foyers
- (E) Toilets: Ladies /Gents
- (F) Kitchens
- (G) Entertainment areas / bars
- (H) Lifts
- (I) Windows
- (J) Lobby's on floors outside windows

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

#### **1. OFFICES AND PASSAGES**

- ❖ Carpets
- ❖ Vacuum
- ❖ Spot clean
- ❖ Steam clean

- ❖ Clean all telephone and disinfect
- ❖ Dust all high ledges and fittings
- ❖ Dust all horizontal surface(low level)
- ❖ Dust all vertical surfaces (walls, cabinets, etc. to height of 2 meters)
- ❖ Dust all windows ledges/calls (low and high)

Daily  
Weekly  
Daily

Respondent's Signature

Date & Company Stamp

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

- ❖ Empty and clean all ashtrays
- ❖ Empty and clean all waste baskets and receptacles
- ❖ Remove all waste to bins

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

- ❖ Spot clean all low surfaces (finger marks, etc.)
- ❖ Washing of entire walls

Daily  
Quarterly**4.GLASS DOOR AND METAL WORK**

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

Weekly  
Weekly**5. ENTRANCE FOYER/RECEPTION/RECEPTIONOFFICE/LOBBY'S**

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

Daily  
Daily  
Daily  
Daily  
Daily  
Daily**6. TOILETS**

- ❖ Empty and clean all waste receptacles
- ❖ Clean and sanitize all W.C. bowls, basins and urinals/-outlets
- ❖ Clean all mirrors
- ❖ Damp mop floors with disinfectant
- ❖ Clean all metal fittings
- ❖ Spot clean wall tiles, doors W.C. partitions
- ❖ Treat against staining, fungal and bacterial growth
- ❖ Replenish two ply toilet paper
- ❖ Wipe clean hand dryers and all other fixed services

Daily  
Daily  
Daily  
Daily  
Daily  
Daily  
Quarterly  
Daily  
Daily**7. WINDOW CLEANING**

- ❖ Clean interior faces of all windows
- ❖ Clean exterior faces of all windows (low & high)
- ❖ Clean main entrance foyer glass windows internally and externally

quarterly  
quarterly  
Weekly**8. VERTICAL BLINDS**

- ❖ Dust
- ❖ Wash

Daily  
Annually**9. MISCELLANEOUS**

- ❖ Polish desk and office furniture
- ❖ Material –covered furniture to be vacuumed
- ❖ Material – covered furniture to be steam cleaned

Weekly  
Weekly  
Quarterly

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**10. KITCHENS**

- |  |           |
|--|-----------|
| ❖ Floors to be damp mopped                         | Daily     |
| ❖ Sinks to be cleaned                              | Daily     |
| ❖ Cupboard to be damp wipe                         | Daily     |
| ❖ Cupboard to be washed (inside)                   | Quarterly |
| ❖ Wipe clean all electrical equipment and or other | Daily     |

**11. Lifts**

- |  |        |
|--|--------|
| ❖ Floors mats to be removed and cleaned                              | Weekly |
| ❖ Walls and fittings to be cleaned                                   | Daily  |
| ❖ Surface refuse from floors to be removed                           | Daily  |
| ❖ Doors / door frames (externally and internally to be damp cleaned) | Daily  |
| ❖ Ceiling grids to be dusted   | Daily  |

**12. RAMP/GUARD HOUSE AT ENTRANCE**

- |                                     |       |
|-------------------------------------|-------|
| ❖ All surface refused to be removed | Daily |
| ❖ Around buildings to be swept      | Daily |

**13. EXTERNAL AREA AT MAIN ENTRANCE, AREA IN FRONT OF ABLUTION**

- |                                    |       |
|------------------------------------|-------|
| ❖ All surface refuse to be removed |       |
| ❖ Area to be sweep                 | Daily |
|                                    | Daily |
|                                    | Daily |

**14. ENTERTAINMENT AREAS/BARS AND LAPAS (inside & outside)**

- |  |        |
|--|--------|
| ❖ Floor to be vacuumed/damp mopped       | Weekly |
| ❖ Surface refuse to be removed           | Daily  |
| ❖ Sick's to be cleaned                   | Daily  |
| ❖ Counter tops/bar tops to be damp wiped | Daily  |
| ❖ Area to be swept                       | Daily  |
|  | Weekly |

**15. STAIRS / LANDINGS / BALUSTRADES**

- |                                    |       |
|------------------------------------|-------|
| ❖ Floors to be vacuumed / swept    | Daily |
| ❖ Ceramic floors to be damp mopped | Daily |
| ❖ Wall panels to be damp wiped     | Daily |

**16. LIFT FOYER**

- |                                    |       |
|------------------------------------|-------|
| ❖ Floors to be vacuumed            | Daily |
| ❖ Ceramic floors to be damp mopped | Daily |
| ❖ Wall panels to be damp wiped     | Daily |

**17. SUPERVISION**

- |  |        |
|--|--------|
| ❖ Full time supervision to be provided by Contract                       | Daily  |
| ❖ Quality Control will be done by client on site (sign off of job cards) | Weekly |

**18. EQUIPMENT/MATERIALS/CONSUMABLES**

To be provided by Contractor and delivered timeously

- ❖ Vacuum cleaners
- ❖ Polishers

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- ❖ Brooms
- ❖ Mops
- ❖ All cleaning chemicals (should be environmentally friendly cleaning products)
- ❖ Consumables .e.g. toilet paper of an acceptable standard
- ❖ Toilet paper double ply
- ❖ Buckets
- ❖ Necessary sign boards e.g. floor Wet/Slippery, etc.
- ❖

All cleaning chemicals and Cleaning Machinery to be supplied by cleaning company and clearly marked by the contractor

Consumables e.g. cleaning chemicals be an acceptable standard meaning **SABS** Approved or Equivalent

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

- i) Toilet Area's are not to be used as change rooms. Cleaning of equipment will not be allowed in toilet areas.
- ii) Disposal of dirty water to be deposited directly into toilet Pans, Toilet areas to be cleaned after work has been completed or minimum daily.

## **19. STAFF REQUIREMENTS/WORKING HOURS**

- a) Cleaning to commence from Monday to Sunday 07:00 to 22:00 **(times can be altered due to emergency requirements)** which includes public holidays and weekends

## **20. UNIFORM CLOTHING**

- a) The Contractor shall at all times ensure that **all** cleaning staff has been provided with all necessary protective clothing, e.g. Gloves, Shoes, masks, etc.

All Cleaning staff to be identifiable with (Visible) identification at all times.

## **21. SITE BOOKS**

- a) A site instruction book shall be provided by the Supplier, such book shall have numbered sheets for receiving and recording instructions by the Technical Officer and shall be clearly marked "Site Instruction Book".
- b) Only persons authorized in writing by the Technical Officer or Supplier may make entries in the Site Book.
- c) On completion of the contract the Site Book/Site Books shall be returned to the Technical Officer managing the contract on behalf of TFR Real Estate Management.

## **22. SHE COMPLIANCE**

- ❖ Contractor to conform with all Safety Requirements including Safety, Health, Environment (SHE) Inductions for Contractors as specified by Transnet Freight Rail (copy enclosed)

As prescribed in terms of the PPPFA and its Regulations, Respondents are to note the following:

- Functionality is included as a threshold with a prescribed percentage threshold of 80%.

*Respondents must complete and submit **Annexure B Technical Submission which includes a technical Questionnaire**.*

## **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.*

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

\_\_\_\_\_  
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## 5 GENERAL SERVICE PROVIDER OBLIGATIONS

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

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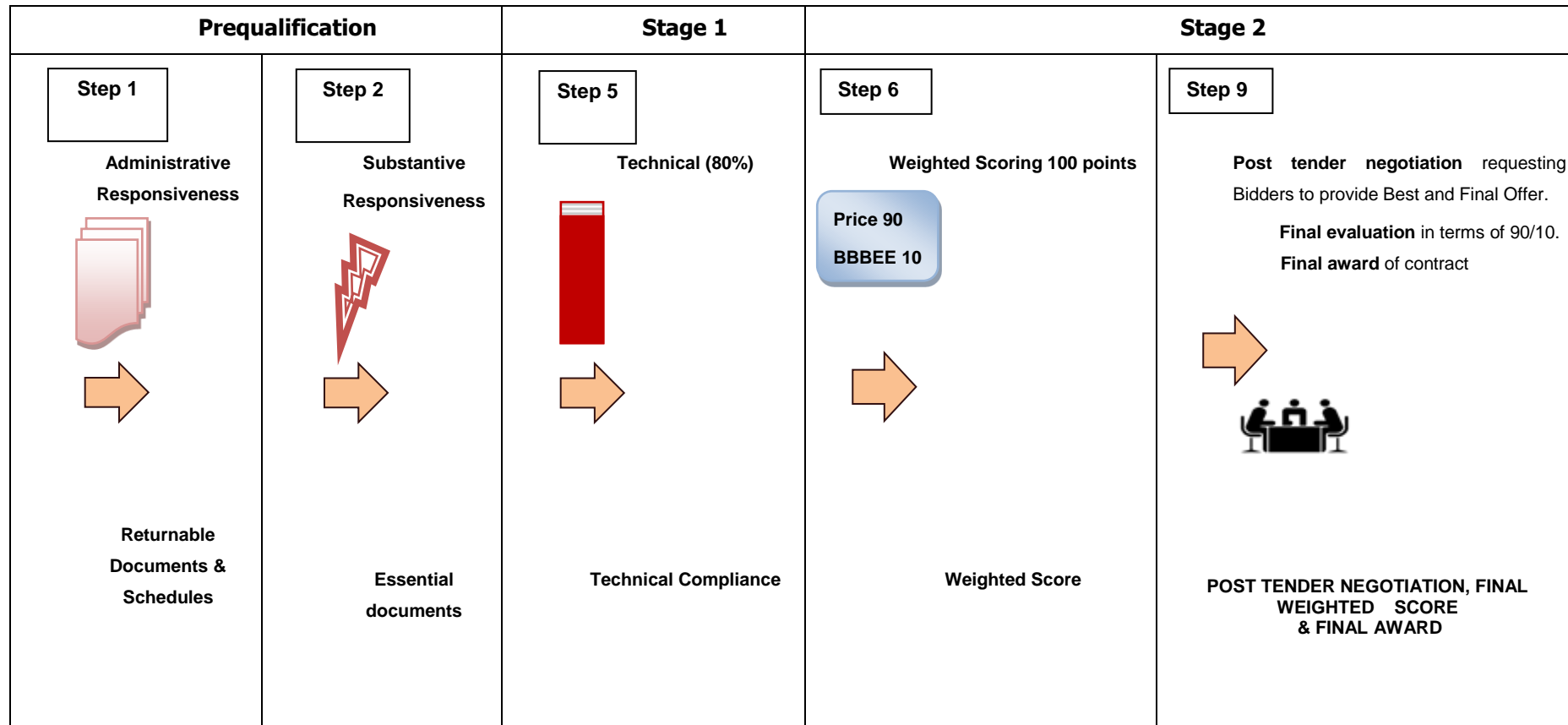
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## 6 EVALUATION METHODOLOGY

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



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NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Transnet reserves the right to conduct the different stages 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).

## PRE-QUALIFICATION

### 6.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
<ul style="list-style-type: none"> <li>Whether the Bid has been lodged on time</li> </ul>	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> <li>Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time</li> </ul>	<i>Section 4</i>
<ul style="list-style-type: none"> <li>Verify the validity of all returnable documents</li> </ul>	<i>Section 4, page 24 and 25</i>
<ul style="list-style-type: none"> <li>Company or Entity business profile with contactable references</li> </ul>	
<ul style="list-style-type: none"> <li>Registration Certificate: COID or Letter of good standing</li> </ul>	

***The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further pre-qualification***

### 6.2 STEP TWO: Test for Substantive Responsiveness to RFP

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

Check for substantive responsiveness (Mandatory requirement )	RFP Reference
<ul style="list-style-type: none"> <li>Whether any general pre-qualification criteria set by Transnet, have been met</li> </ul>	<i>Section 1 paragraphs 2.2, 6, 10.3</i> <i>Section 4 – validity period</i> <i>General Bid Conditions - clause 19</i> <i>Sections 10, 11</i>
<ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer (<b>Annexure A</b>)</li> </ul>	<i>Section 3</i>
<ul style="list-style-type: none"> <li>Whether the Bid materially complies with the scope and/or specification given</li> </ul>	<i>All Sections</i>
<ul style="list-style-type: none"> <li>Material Data Sheet (<b>for cleaning chemicals</b>)</li> <li>Compliance to specification declaration (<b>Annexure B</b>)</li> </ul>	<i>Section 2 – Scope of Work</i>

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Check for substantive responsiveness (Mandatory requirement )	RFP Reference
<ul style="list-style-type: none"> <li>Salary schedule-indicating labour regulated rates per cleaner (<b>Annexure C</b>)</li> <li>List of Cleaning Equipment (<b>Annexure D</b>)</li> </ul>	
<ul style="list-style-type: none"> <li>Submit Entity's last 3 years signed audited financial statements for entities in business for more than two years or Submit signed auditors letter of good financial standing for entities in business for less than two years</li> </ul>	<i>Audited financial statements, Section 2 paragraph 10</i>

***The test for substantive responsiveness [Step Two] must be passed for a Respondent's Proposal to progress to Stage 5 Three for further evaluation***

### 6.3 STAGE 1: Minimum Threshold 80% for Technical Criteria Step 5

The test for the Technical and Functional threshold will include the following:

Technical Criteria	% Weightings	RFP Reference
Company experience (number of years in cleaning industry)	30%	<i>Section 2</i>
Total value of previous cleaning contract handled (Monthly contract amount)	30%	<i>Section 2</i>
Supervisor experience in the cleaning industry	30%	<i>Section 2</i>
Safety and Health Compliance specifications for cleaning ( <b>Annexure E</b> )	10%	<i>Section 11</i>
<b>Total Weighting:</b>	<b>100%</b>	
<b>Minimum qualifying score required:</b>	<b>80%</b>	

The following applicable values will be utilised when scoring each criterion mentioned above:

Points	Interpretation
0	Non Responsive
10	Poor
15	Average
20	Good
25	Very good
30	Excellent

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***The minimum threshold for technical [Step 5 (stage 1)] must be met or exceeded for a Respondent's Proposal to progress to Step 6 (stage2) for final evaluation***

#### 6.4 STAGE 2: Evaluation and Final Weighted Scoring

##### Step 6

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

Evaluation Criteria	RFP Reference
• Commercial offer	Section 3

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

$Ps$  = Score for the Bid under consideration

$Pt$  = Price of Bid under consideration

$Pmin$  = Price of lowest acceptable Bid

##### 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.

#### 6.5 Step 6

##### SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Percentage [%]
Technical / functionality	80%

Evaluation Criteria	Final Weighted Scores
Price	90
B-BBEE - Scorecard	10
<b>TOTAL SCORE:</b>	<b>100</b>

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## **7 STEP 9:**

### **7.1 Post Tender Negotiations**

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.

### **7.2 Final Contract Award**

Transnet will negotiate the final terms and condition the contract with the successful Respondent(s). This may include aspects such as price and delivery. Thereafter the final contract will be awarded to the successful Respondent(s).

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**ANNEXURE B: COMPLIANCE TO SPECIFICATION DECLARATION**

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

**BUILDING : Sentrand Depot**

**GENERAL SPECIFICATION:**

Two shift per day. Service to be provided twice daily, over weekends and on public holidays (only at applicable areas marked on the attached **Annexure A** Provide two ply toilet paper to all ablution facilities

**SCOPE OF WORK****AREAS TO BE CLEANED**

- (K) Main Entrance / Security / Ablution / Reception Area and surrounding depot area
- (L) Stairs and Landings (service and main stairs)
- (M) Office and passages (including boardrooms, store rooms, etc.)
- (N) Lift Foyers
- (O) Toilets: Ladies /Gents
- (P) Kitchens
- (Q) Entertainment areas / bars
- (R) Lifts
- (S) Windows
- (T) Lobby's on floors outside windows

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

**2. OFFICES AND PASSAGES**

- ❖ Carpets
- ❖ Vacuum
- ❖ Spot clean
- ❖ Steam clean

Description	Frequency	Comply	Do not comply
<ul style="list-style-type: none"> <li>❖ Clean all telephone and disinfect</li> <li>❖ Dust all high ledges and fittings</li> <li>❖ Dust all horizontal surface(low level)</li> <li>❖ Dust all vertical surfaces (walls, cabinets, etc. to height of 2 meters)</li> <li>❖ Dust all windows ledges/calls (low and high)</li> </ul>	Daily Weekly Daily Weekly Daily		
<b><u>2.WASTE DISPOSAL (OFFICES, KITCHENS AND TOILET)</u></b> <ul style="list-style-type: none"> <li>❖ Empty and clean all ashtrays</li> <li>❖ Empty and clean all waste baskets and receptacles</li> <li>❖ Remove all waste to bins</li> </ul>	Daily Daily Daily		
<b><u>3.WALLS/DOORS AND PAINTWORK/WALL PAPER</u></b> <ul style="list-style-type: none"> <li>❖ Spot clean all low surfaces (finger marks, etc.)</li> <li>❖ Washing of entire walls</li> </ul>	Daily Quarterly		
<b><u>4.GLASS DOOR AND MENTAL WORK</u></b>			

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<ul style="list-style-type: none"> <li>❖ Spot clean main entrance glass doors</li> <li>❖ Clean or polish all bright metal fittings to doors/frames</li> </ul>	Weekly Weekly		
<b>5. ENTRANCE FOYER/RECEPTION/RECEPTION OFFICE/LOBBY'S</b> <ul style="list-style-type: none"> <li>❖ Sweep entrance foyer and entrance</li> <li>❖ Clean door mats and dust blinds</li> <li>❖ Damp clean counter tops</li> <li>❖ Damp mop</li> <li>❖ Machine buff</li> <li>❖ Clean up Lobby's outside windows</li> </ul>	Daily Daily Daily Daily Daily Daily		
<b>6. TOILETS</b> <ul style="list-style-type: none"> <li>❖ Empty and clean all waste receptacles</li> <li>❖ Clean and sanitize all W.C. bowls, basins and urinals/-outlets</li> <li>❖ Clean all mirrors</li> <li>❖ Damp mop floors with disinfectant</li> <li>❖ Clean all metal fittings</li> <li>❖ Spot clean wall tiles, doors W.C. partitions</li> <li>❖ Treat against staining, fungal and bacterial growth</li> <li>❖ Replenish two ply toilet paper</li> <li>❖ Wipe clean hand dryers and all other fixed services</li> </ul>	Daily Daily Daily Daily Daily Daily Quarterly Daily Daily		
<b>7. WINDOW CLEANING</b> <ul style="list-style-type: none"> <li>❖ Clean interior faces of all windows</li> <li>❖ Clean exterior faces of all windows (low &amp; high)</li> <li>❖ Clean main entrance foyer glass windows internally and externally</li> </ul>	quarterly quarterly Weekly		
<b>8. VERTICAL BLINDS</b> <ul style="list-style-type: none"> <li>❖ Dust</li> <li>❖ Wash</li> </ul>	Daily Annually		
<b>9. MISCELLANEOUS</b> <ul style="list-style-type: none"> <li>❖ Polish desk and office furniture</li> <li>❖ Material –covered furniture to be vacuumed</li> <li>❖ Material – covered furniture to be steam cleaned</li> </ul>	Weekly Weekly Quarterly		
<b>10. KITCHENS</b> <ul style="list-style-type: none"> <li>❖ Floors to be damp mopped</li> <li>❖ Sinks to be cleaned</li> <li>❖ Cupboard to be damp wipe</li> <li>❖ Cupboard to be washed (inside)</li> <li>❖ Wipe clean all electrical equipment and or other</li> </ul>	Daily Daily Daily Quarterly Daily		
<b>11. Lifts</b> <ul style="list-style-type: none"> <li>❖ Floors mats to be removed and cleaned</li> <li>❖ Walls and fittings to be cleaned</li> <li>❖ Surface refuse from floors to be removed</li> </ul>	Weekly Daily Daily		

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<ul style="list-style-type: none"> <li>❖ Doors / door frames (externally and internally to be damp cleaned)</li> <li>❖ Ceiling grids to be dusted</li> </ul>	Daily Daily		
<b><u>12. RAMP/GUARD HOUSE AT ENTRANCE</u></b> <ul style="list-style-type: none"> <li>❖ All surface refused to be removed</li> <li>❖ Around buildings to be swept</li> </ul>	Daily Daily		
<b><u>13. EXTERNAL AREA AT MAIN ENTRANCE, AREA IN FRONT OF ABLUTION</u></b> <ul style="list-style-type: none"> <li>❖ All surface refuse to be removed</li> <li>❖ Area to be swept</li> </ul>	Daily Daily		
<b><u>14. ENTERTAINMENT AREAS/BARS AND LAPAS (inside &amp; outside)</u></b> <ul style="list-style-type: none"> <li>❖ Floor to be vacuumed/damp mopped</li> <li>❖ Surface refuse to be removed</li> <li>❖ Sinks to be cleaned</li> <li>❖ Counter tops/bar tops to be damp wiped</li> <li>❖ Area to be swept</li> </ul>	Weekly Daily Daily Daily Daily Weekly		
<b><u>15. STAIRS / LANDINGS / BALUSTRADES</u></b> <ul style="list-style-type: none"> <li>❖ Floors to be vacuumed / swept</li> <li>❖ Ceramic floors to be damp mopped</li> <li>❖ Wall panels to be damp wiped</li> </ul>	Daily Daily Daily		
<b><u>16. LIFT FOYER</u></b> <ul style="list-style-type: none"> <li>❖ Floors to be vacuumed</li> <li>❖ Ceramic floors to be damp mopped</li> <li>❖ Wall panels to be damp wiped</li> </ul>	Daily Daily Daily		
<b><u>17. SUPERVISION</u></b> <ul style="list-style-type: none"> <li>❖ Full time supervision to be provided by Contractor</li> <li>❖ Quality Control will be done by client on site (sign off of job cards)</li> </ul>	Daily Weekly		
<b><u>18. EQUIPMENT/MATERIALS/CONSUMABLES</u></b>  To be provided by Contractor and delivered timeously <ul style="list-style-type: none"> <li>❖ Vacuum cleaners</li> <li>❖ Polishers</li> <li>❖ Brooms</li> <li>❖ Mops</li> <li>❖ All cleaning chemicals (should be environmentally friendly cleaning products)</li> <li>❖ Consumables .e.g. toilet paper of an acceptable standard</li> <li>❖ Toilet paper double ply</li> <li>❖ Buckets</li> <li>❖ Necessary sign boards e.g. floor Wet/Slippery, etc.</li> </ul>			

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❖			
All cleaning chemicals and Cleaning Machinery to be supplied by cleaning company and clearly marked by the contractor			
Consumables e.g. cleaning chemicals be an acceptable standard meaning <b>SABS</b> Approved or Equivalent			
<b>NB:</b> All equipment to be kept in good and safe condition at all times and to comply with all safety regulations including all extension cords etc.  i) Toilet Area's are not to be used as change room Cleaning of equipment will not be allowed in toilet areas. ii) Disposal of dirty water to be deposited directly into toilet Pans, Toilet areas to be cleaned after work has been completed or minimum daily.			
<b>19. STAFF REQUIREMENTS/WORKING HOURS</b> a) Cleaning to commence from Monday to Sunday 07:00 to 22:00 ( <b>times can be altered due to emergency requirements</b> ) which includes public holidays and weekends			
<b>20. UNIFORM CLOTHING</b> a) The Contractor shall at all times ensure that <b>all</b> cleaning staff has been provided with all necessary protective clothing, e.g. Gloves, Shoes, masks, etc. All Cleaning staff to be identifiable with (Visible) identification at all times.			
<b>21. SITE BOOKS</b> a) A site instruction book shall be provided by the Supplier, such book shall have numbered sheets for receiving and recording instructions by the Technical Officer and shall be clearly marked "Site Instruction Book".  b) Only persons authorized in writing by the Technical Officer or Supplier may make entries in the Site Book. On completion of the contract the Site Book/Site Books shall be returned to the Technical Officer managing the contract on behalf of TFR Real Estate Management			
<b>22. SHE COMPLIANCE</b>  ❖ Contractor to conform with all Safety Requirements including Safety, Health, Environment (SHE) Inductions for Contractors as specified by Transnet Freight Rail (copy enclosed)  As prescribed in terms of the PPPFA and its Regulations, Respondents are to note the following:			

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 Respondent's Signature

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 Date & Company Stamp

**RFP FOR THE PROVISION OF CLEANING SERVICES AT SENTRARAND FOR THE PERIOD OF 24 MONTHS**
**(Annexure C) Salary schedule-indicating labour regulated rates per cleaner**
**COST BREAKDOWN PROVISION OF OFFICE CLEANING SERVICES AT SENTRARAND**

DESCRIPTION	CALCULATION	PER MONTH
Cleaner		R
Annual bonus		R
UIF		R
COID		R
Provident Fund		R
Annual leave		R
Sick pay		R
Family responsibility		R
Uniform/Overalls 2 sets per annum and safety shoes		R
Services seta (training)		R
NCCA		R
<b>Total amount per cleaner a month</b>		<b>R</b>
<b>Total price for 29 cleaners a month</b>		<b>R</b>
<b>Total price for Supervisor a month</b>		<b>R</b>
	<b>Total price for 29 cleaners year 1</b>	<b>R</b>
	<b>Total price for supervisor year 1</b>	<b>R</b>
	<b>Total price for 29 cleaners year 2</b>	<b>R</b>
	<b>Total price for supervisor year 2</b>	<b>R</b>
	<b>Total price for 29 cleaners and supervisor for the period of 24 months</b>	<b>R</b>

NB: PRICE ESCALATION WILL BE ACCEPTED AS PER THE LABOUR LAW

Respondent's Signature

Date & Company Stamp

**RFP FOR THE PROVISION OF CLEANING SERVICES AT SENTRARAND FOR THE PERIOD OF 24 MONTHS**  
**LIST OF CLEANING EQUIPMENT (ANNEXURE D)**

Item	Description	Quantity	Comply	Do not comply
1	Buffing Machines	10		
2	Industrial Vacuum Cleaners	10		
3	Mop Trolleys	30		
4	Dust pan and brushes	30		
5	Brooms	30		
6	Buckets	30		
7	Gloves	60		
8	Carpet Cleaner ( wet and dry)	3		
9	Mops	30		
10	Feather dusters	30		
11	High Pressure Cleaner	2		
12	Buffing Machines	10		

**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](http://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](mailto: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.

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

\_\_\_\_\_  
Date & Company Stamp



## RFP FOR THE PROVISION OF CLEANING SERVICES AT SENTRARAND FOR THE PERIOD OF 24

MONTHS

## Section 3:

**ANNEXURE A: PRICING AND DELIVERY  
SCHEDULE**

Department	Asset no.	Description	Square metres	Monday - Friday cleaning services	Weekend and holiday cleaning	Price per asset per month
Agriculture and Bulk Liquids	02YK076J	Main Admin bldg	1558	x	CTC only (779 square metre)	
Agriculture and Bulk Liquids	02AK099J	ROE office	594	x		
Agriculture and Bulk Liquids	02AK185J	Office (sisonke)	250	x	x	
Agriculture and Bulk Liquids	02AK186J	Locker room	187	x		
Agriculture and Bulk Liquids	02AK187J	Mess & Ablution	102	x		
Agriculture and Bulk Liquids	02AK188J	Mess & Ablution	108	x		
Agriculture and Bulk Liquids	02AK189J	Office	306	x		
Agriculture and Bulk Liquids	02AK190J	Mess & Ablution	78	x		
Agriculture and Bulk Liquids	02AK167J	Admin bldg	190	x		
Agriculture and Bulk Liquids	02AK177J	Mess & Ablution	153	x		
Agriculture and Bulk Liquids	02AK210J	Mess & Ablution	126	x		
Agriculture and Bulk Liquids	02AK224J	Mess & Ablution	155	x		
Agriculture and Bulk Liquids	02AK208J	Control cabin	80	x	x	
Agriculture and Bulk Liquids	02AK209J	Control cabin	80	x	x	
Agriculture and Bulk Liquids	02AK180J	Workshop / office	110	x		
Agriculture and Bulk Liquids	02AK181J	Ablution	110	x		
Agriculture and Bulk Liquids	02AK157J	Mess & Ablution	60	x		
Agriculture and Bulk Liquids	02AK217J	Mess & Ablution	60	x		

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Agriculture and Bulk Liquids	02AK164J	Control cabin	56	x		
Agriculture and Bulk Liquids	02AK165J	Mess & Ablution	16	x		
Agriculture and Bulk Liquids	02AK200J	Mess & Ablution	50	x		
Agriculture and Bulk Liquids	02AK205J	Mess & Ablution	45	x		
Agriculture and Bulk Liquids	02AK204J	Control cabin	42	x	x	
Agriculture and Bulk Liquids	02AK216J	Control cabin	40	x	x	
Agriculture and Bulk Liquids	02UA023J			x		
Agriculture and Bulk Liquids	02AK201J	Control cabin	36	x	x	
Agriculture and Bulk Liquids	02AK215J	Mess & Ablution	35	x		
Agriculture and Bulk Liquids	02AK158J	Control cabin	32	x	x	
Agriculture and Bulk Liquids	02AK178J	Mess & Ablution	24	x		
Agriculture and Bulk Liquids	02AK213J	Office	24	x		
Agriculture and Bulk Liquids	02AK214J	Store	105	x		
Agriculture and Bulk Liquids	02AK171J	Control cabin	20	x	x	
Agriculture and Bulk Liquids	02AK118J	Cabin Shunting	15	x	x	
Agriculture and Bulk Liquids	02AK119J	Cabin Shunting	15	x	x	
<b>Department</b>	<b>Asset no.</b>	<b>Description</b>	<b>Square metres</b>	<b>Monday - Friday cleaning services</b>	<b>Weekend and holiday cleaning</b>	<b>Price per asset per month</b>
Agriculture and Bulk Liquids	02AK120J	Control cabin	20	x	x	
Agriculture and Bulk Liquids	02AK155J	Control cabin	20	x	x	
Agriculture and Bulk Liquids	02AK138J	Garage	18	x		
Agriculture and Bulk Liquids	02AK139J	Office/Mess & Ablution	228	x		
Agriculture and Bulk Liquids	02AK255J	Security office (north gate)	25	x		
Agriculture and Bulk Liquids	02ZK031J	Security office	48	x		

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 Respondent's Signature

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 Date & Company Stamp



Agriculture and Bulk Liquids	02WK001J	Tower	1915	x	x	
Agriculture and Bulk Liquids	02WK002J	Tower	1915	x	x	
Agriculture and Bulk Liquids	03AK116J	Workshop	4588	x		
Rail Network	03AK117J	Workshop	468	x		
Rail Network	02AK132J	Compressor room	64	x		
Rail Network	02AK133J	Pump house	16	x		
Rail Network	02AK126J	First Aid room	65	x		
Rail Network	02AK123J	Admin bldg	637	x		
Rail Network	02AK121J	Mess & Ablution	416	x		
Rail Network	02AK128J	Workshop & Store	620	x		
Rail Network	02AK129J	Workshop & inspection pit	552	x		
Rail Network	02AK122J	Mess & Ablution	408	x		
Rail Network	02AK124J	Garage and workshop	559	x		
Rail Network	02AK130J	Toilet	12	x		
Rail Network	02AK131J	Toilet	12	x		
Rail Network	11GK079J	Office portacamp	30	x		
Rail Network	02AK190J	Mess & Ablution	78	x		
Rail Network	02AK165J	Mess & Ablution	17	x		
Rail Network	02AK203J	Store	25	x		
Rail Network	02AK164J	Control cabin	56	x		
Rail Network	02BK011J	Mess & Ablution	168	x		
Rail Network	02BK012J	Workshop & office	552	x		
Rail Network	02BK013J	Store	24	x		
Rail Network	02BK018J	Mess & Ablution	372	x		
Rail Network	02BK017J	Mess & Ablution	312	x		
Rail Network	02YK104J	Workshop	660	x		

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 Respondent's Signature

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 Date & Company Stamp



Infra Telecomms	02BK009J	Admin bldg	1026	x		
Infra Telecomms	02BK010J	Mess & Ablution	250	x		
Fire department	02AK100J	Fire station	1716	x		
Security	02BK022J	Office	91	x		
Department	Asset no.	Description	Square metres	Monday Friday cleaning services	Weekend and holiday cleaning	Price per asset per month
Supply Chain Services	02BK025J	Office	90	x		
Supply Chain Services	02BK026J	Mess & Ablution	35	x		
Supply Chain Services	02BK027J	Garage	72	x		
Supply Chain Services	02BK028J	Mess & Ablution	72	x		
Supply Chain Services	02BK029J	Ablution	108	x		
Supply Chain Services	02UH014J	Parkhome	76	x		
Supply Chain Services	03GK003J	Store	1184	x		
Supply Chain Services	03RK017J	Store	57	x		
Supply Chain Services	11LK133J	Office	28	x		
Supply Chain Services	11LK134J	Office	28	x		
Supply Chain Services	11LK135J	Office	28	x		
Supply Chain Services	11LK136J	Office	28	x		
Agriculture and Bulk Liquids	03GK002J	Workshop / inspection put	318	x		
Agriculture and Bulk Liquids	02AK168J	Sand drying	112	X		
Agriculture and Bulk Liquids	02AK178J	Mess & Ablution	24	X	x	
Total number of employees :	approximately 1038					
<b>total number of cleaners :</b>	<b>approximately 30</b>					

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 Respondent's Signature

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 Date & Company Stamp





<b>a).TOTAL PRICE FOR ASSETS PER MONTH: R</b>	<b>Excl. VAT</b>
<b>TOTAL PRICE FOR CLEANERS (Salaries) PER MONTH: R</b>	<b>Excl. VAT</b>
<b>TOTAL MONTHLY COST: R</b>	<b>Excl. VAT</b>
<b>b).TOTAL PRICE FOR ASSETS YEAR ONE: R</b>	<b>Excl. VAT</b>
<b>TOTAL PRICE FOR CLEANERS (SALARIES) YEAR ONE: R</b>	<b>Excl. VAT</b>
<b>TOTAL COST FOR YEAR ONE: R</b>	<b>Excl. VAT</b>
<b>c).TOTAL PRICE FOR ASSETS YEAR TWO: R</b>	<b>Excl. VAT</b>
<b>TOTAL PRICE FOR CLEANERS (SALARIES) YEAR TWO: R</b>	<b>Excl. VAT</b>
<b>TOTAL COST YEAR TWO: R</b>	<b>Excl. VAT</b>
<b>d) TOTAL PRICE FOR BOTH ASSETS AND CLEANERS (SALIER)S FOR 24 MONTHS</b>	
<b>R</b>	<b>Excl. VAT</b>

#### Notes to Pricing:

- a) Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non responsive.
- c) 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.
- d) 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]

<b>YES</b>	
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#### 1 DISCLOSURE OF PRICES TENDERED

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

<b>YES</b>	
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Respondent's Signature

Date & Company Stamp

## 2 SERVICE LEVELS

- 2.1 An experienced 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 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:
- Random checks on compliance with quality/quantity/specifications
  - 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	
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NO	
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## 3 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:

### 3.1 Quality and specification of Services delivered:

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### 3.2 Continuity of supply:

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### 3.3 Compliance with the Occupational Health and Safety Act, 85 of 1993:

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Respondent's Signature

Date & Company Stamp



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

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## 4 REFERENCES

Please indicate below a minimum of 3 company names and contact details of previous and existing customers whom Transnet may contact to seek third party evaluations of your service levels:

NAME OF COMPANY	CONTACT PERSON	TELEPHONE

Please provide a minimum of 3 reference letters of previous and/or existing customers.

## 5 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 \_\_\_\_\_ 20\_\_

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2 \_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

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

\_\_\_\_\_  
Date & Company Stamp



## RFP FOR THE PROVISION OF CLEANING SERVICES AT SENTRARAND FOR THE PERIOD OF 24 MONTHS

### 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
- (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.

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

\_\_\_\_\_  
 Date & Company Stamp



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 the contract only.

Furthermore, I/we agree to a penalty clause/s to be negotiated with Transnet, which will allow Transnet to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed delivery of the Services due to non-performance by ourselves, failure to meet commitments. A penalty of up to 100% of the outstanding portion of the contract will be applied and Transnet reserves the right to set this off against any payment due to the Respondent. In addition, I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide Transnet with cause for cancellation.

#### **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:

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Facsimile:

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Address:

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Respondent's Signature

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Date & Company Stamp

## 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 [16 February 2016] 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.

### 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 ( <b>Annexure A</b> ) page 29	
▪ Material Data Sheet (for cleaning chemicals)	
▪ Compliance to specification declaration ( <b>Annexure B</b> ) page 23	
▪ Submit Entity's last 3 years signed audited financial statements for entities in business for more than two years or Submit signed auditors letter of good financial standing for entities in business for less than two years	

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

\_\_\_\_\_  
Date & Company Stamp

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
▪ Salary schedule-indicating labour regulated rates per cleaner ( <b>Annexure C</b> ) page 27	
▪ List of Equipment ( <b>Annexure D</b> ) page 28	
▪ Safety and Health Compliance specifications for cleaning ( <b>Annexure E</b> ) page 77	

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.***

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
Receipt for payment of RFP documents [paragraph 1]	
SECTION 1 : Proof of registration on the Central Supplier Database	
SECTION 4 : Proposal Form and List of Returnable documents	
- 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	
- 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	
- Registration Certificate: COID or Letter of good standing	
- Company or Entity business profile with contactable references	
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	

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

Respondent's Signature

Date & Company Stamp

### 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\*
- 3 Supplier Integrity Pact\*
- 4 Non-disclosure Agreement\*
- 5 Specifications included in this RFP
- 6 Vendor Application Form\* and all supporting documents (first time vendors only)

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 Respondent's Signature

---

 Date & Company Stamp





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

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

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 \_\_\_\_\_ 20\_\_\_\_

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

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

\_\_\_\_\_  
Date & Company Stamp



**RFP FOR THE PROVISION OF CLEANING SERVICES AT SENTRARAND FOR THE PERIOD  
OF 24 MONTHS**

**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 **is / is not** [delete as applicable] an employee or board member of the Transnet Group.
8. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

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

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Date & Company Stamp

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Indicate nature of relationship with Transnet:

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*[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:

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DATE OF BREACH: \_\_\_\_\_

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

---

Respondent's Signature

---

Date & Company Stamp



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 OF CLEANING SERVICES AT SENTRARAND FOR THE PERIOD OF 24 MONTHS

### 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;

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

\_\_\_\_\_  
Date & Company Stamp



- 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.

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- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

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

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

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

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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 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

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## 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.....

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**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 *audi alteram partem* [hear the other side] rule has been applied; and/or
  - (e) Forward the matter for criminal prosecution.

**WITNESSES:**

1. ....

2. ....

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME: .....

ADDRESS:.....

\_\_\_\_\_  
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## RFP FOR THE PROVISION OF CLEANING SERVICES AT SENTRARAND FOR THE PERIOD OF 24 MONTHS

### Section 8

#### INTEGRITY PACT

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

And

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The Bidder / Supplier/ Service Provider / Contractor (hereinafter referred to as the "Bidder / Supplier")

#### PREAMBLE

Transnet values full compliance with all relevant laws and regulations, ethical standards and the principles of economical use of resources, fairness and transparency in its relations with its Bidders / Suppliers.

In order to achieve these goals, Transnet and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder's / Supplier's application for registration with Transnet as a vendor.

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and / or reverse logistics event and any further contract to be entered into between the Parties, relating to such event.

All Bidders / Suppliers will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

### 1 OBJECTIVES

- 1.1 Transnet and the Bidder / Supplier agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
  - a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
  - b) Enable Bidders / Suppliers to abstain from bribing or participating in any corrupt practice in order to secure the contract.

### 2 COMMITMENTS OF TRANSNET

Transnet commits to take all measures necessary to prevent dishonesty, fraud and corruption and to observe the following principles:

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through

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intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.

- 2.2 Transnet will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.
- 2.3 Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process.
- 2.4 Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

### **3 OBLIGATIONS OF THE BIDDER / SUPPLIER**

- 3.1 The Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:
  - a) The Bidder / Supplier will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and
  - b) The Bidder / Supplier will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The acceptance and giving of gifts may be permitted provided that:
  - a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
  - b) many low retail value gifts do not exceed R 1 000 within a 12 month period;
  - c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
  - d) a Bidder / Supplier does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
  - e) a Bidder / Supplier does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
  - f) a Bidder / Supplier may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any bid evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and

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- g) a Bidder / Supplier may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.
- 3.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.
- 3.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Bidder / Supplier of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
- 3.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.
- 3.8 The Bidder / Supplier shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.
- 3.9 The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

#### **4 INDEPENDENT BIDDING**

- 4.1 For the purposes of that Certificate in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
  - a) has been requested to submit a Bid in response to this Bid invitation;
  - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
  - c) Provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.
- 4.2 The Bidder has arrived at his submitted Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.

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- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
  - b) geographical area where Goods or Services will be rendered [market allocation];
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Bid;
  - e) the submission of a Bid which does not meet the specifications and conditions of the RFP;
  - or
  - f) Bidding with the intention of not winning the Bid.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her Bid relates.
- 4.5 The terms of the Bid as submitted have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
- 4.6 Bidders are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## 5 DISQUALIFICATION FROM BIDDING PROCESS

- 5.1 If the Bidder / Supplier has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Transnet may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.
- 5.2 If the Bidder / Supplier has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Bidder / Supplier from future bidding processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Supplier and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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- 5.3 If the Bidder / Supplier can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

## 6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.
- 6.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "prima facie" (i.e. on the face of it) case has been established.
- 6.3 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.4 A supplier or contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.5 Grounds for blacklisting include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:
- a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
  - b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
  - c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
  - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
  - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
  - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
    - (i) he made the statement in good faith honestly believing it to be correct; and
    - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
  - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
  - h) has litigated against Transnet in bad faith.

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- 6.6 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.
- 6.7 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

## **7 PREVIOUS TRANSGRESSIONS**

- 7.1 The Bidder / Supplier hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Bidder's / Supplier's database or any bidding process.
- 7.2 If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

## **8 SANCTIONS FOR VIOLATIONS**

- 8.1 Transnet shall also take all or any one of the following actions, wherever required to:
- a) Immediately exclude the Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue;
  - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier;
  - c) Recover all sums already paid by Transnet;
  - d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments, already made by Transnet, along with interest;
  - e) Cancel all or any other contracts with the Bidder / Supplier; and
  - f) Exclude the Bidder / Supplier from entering into any bid with Transnet in future.

## **9 CONFLICTS OF INTEREST**

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a bidding / supplying entity; and
  - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.
- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
  - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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Thus, conflicts of interest of any bid committee member or any person involved in the sourcing process must be declared in a prescribed form.

- 9.3 If a Bidder / Supplier has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Transnet employee / member of Transnet's Board of Directors in respect of a bid which will be considered for the bid process, the Bidder / Supplier:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
  - b) must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Bidder / Supplier shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Bidder / Supplier.

## 10 MONITORING

- 10.1 Transnet will be responsible for appointing an independent Monitor to:
- a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Bidder / Supplier for less than R100,000.000 (one hundred million Rand) in value;
  - b) Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Bidder / Supplier for greater than R100,000.000 (one hundred million Rand) in value; and
  - c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Bidder / Supplier, irrespective of value.
- 10.2 The Monitor will be subjected to Transnet's Terms of Conditions of Contract for the Provision of Services to Transnet, as well as to Transnet's Supplier Code of Conduct.

## 11 EXAMINATION OF FINANCIAL RECORDS, DOCUMENTATION AND/OR ELECTRONIC DATA

For the purpose of Monitoring, as stipulated above, the Monitor shall be entitled to:

- a) Examine the financial records, documentation and or electronic data of the Bidder / Supplier / Transnet. The Bidder / Supplier / Transnet shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

## 12 DISPUTE RESOLUTION

- 12.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Transnet and its Bidder / Supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
  - b) **Perjury:** where a supplier make a false statement either in giving evidence or on an affidavit;

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- c) **Scurrilous allegations:** where a supplier makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a supplier abuses the court process in order to gain a competitive advantage during a bid process.

### 13 GENERAL

- 13.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 13.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 13.3 The validity of this Integrity Pact shall cover all the bidding processes and will be valid for an indefinite period unless cancelled by either Party.
- 13.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 13.5 Should a Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders / Suppliers to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

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

\_\_\_\_\_  
Date & Company Stamp



**RFP FOR THE PROVISION OF CLEANING SERVICES AT SENTRARAND FOR THE PERIOD OF 24 MONTHS**

**Section 9**

**GENERAL BID CONDITIONS - SERVICES**

**[March 2015]**

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Respondent's Signature

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Date & Company Stamp

RFP Name: Provision of Cleaning Service at Sentrarand for the period of 24 months  
RFP Number: HOAC-HO-22545

RFP for Services  
Version May 2016



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 Respondent's Signature

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 Date & Company Stamp

## 1. DEFINITION

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.5 **RFP** shall mean Request for Proposal;
- 1.6 **RFQ** shall mean Request for Quotation;
- 1.7 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.8 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.9 **Service Provider** shall mean the successful Respondent;
- 1.10 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.11 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.12 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

## 2 GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

## 3 SUBMISSION OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 Bids shall be delivered in a sealed envelope in accordance with the instructions indicated in the Bid Documents with the Bid number and subject marked on the front of the envelope.
- 3.3 The Respondent's return address must be stated on the reverse side of the sealed envelope.

## 4 USE OF BID FORMS

- 4.1 Where special forms are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and not in other forms or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms must be completed for submission and not a reprocessed copy thereof.

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Respondent's Signature

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Date & Company Stamp



- 4.3 Only if insufficient space has been allocated for a particular response may a Respondent submit additional information under separate cover using its company's letterhead. This must be duly cross-referenced in the RFX.

## **5 BID FEES**

- 5.1 A non-refundable fee may be charged for Bid Documents, depending on the administrative cost of preparing and issuing such Bid Documents.
- 5.2 Only Respondents that have paid the Bid fee and provided proof of payment when submitting their Bid will be considered.

## **6 VALIDITY PERIOD**

- 6.1 Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the bid.
- 6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change(s) is as a direct and unavoidable consequence of Transnet's extension of the validity period.

## **7 SITE VISIT / BRIEFING SESSION**

Respondents may be requested to attend a site visit where it is considered necessary to view the site prior to the preparation of Bids, or where Transnet deems it necessary to provide Respondents with additional information relevant to the compilation of their Bids. When such visits or sessions are indicated as compulsory in the Bid Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

## **8 CLARIFICATION BEFORE THE CLOSING DATE**

Should clarification be required on any aspect of the RFX before the closing date, the Respondent must direct such queries to the contact person identified in the Bid Document.

## **9 COMMUNICATION AFTER THE CLOSING DATE**

After the closing date of a Bid [i.e. during the evaluation period] the Respondent may only communicate with the Chairperson or Secretary of the relevant Acquisition Council.

## **10 UNAUTHORISED COMMUNICATION ABOUT BIDS**

Where Bids are submitted to the Secretary of an Acquisition Council, Respondents may at any time communicate with the Secretary on any matter relating to its Bid but, in the absence of written authority from the Secretary, no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential service providers or any member of the Acquisition Council or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

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Respondent's Signature

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Date & Company Stamp

## **11 POST TENDER NEGOTIATIONS**

Transnet reserves the right to conduct post tender negotiations with the preferred bidder or a shortlist of preferred bidders. Should Transnet decide to conduct post tender negotiations, bidders 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 80/20 or 90/10 (whichever is applicable) and the contract will be negotiated and awarded to the successful bidder(s).

## **12 RETURNABLE DOCUMENTS**

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

## **13 DEFAULTS BY RESPONDENTS**

If the Respondent, after it has been notified of the acceptance of its Bid fails to:

- 13.1 enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- 13.2 accept an order in terms of the Bid;
- 13.3 furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- 13.4 comply with any condition imposed by Transnet,

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.

## **14 CURRENCY**

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [**ZAR**], save to the extent specifically permitted in the RFX.

## **15 PRICES SUBJECT TO CONFIRMATION**

- 15.1 Prices which are quoted subject to confirmation will not be considered.
- 15.2 Firm prices quoted for the duration of any resulting order and/or contract will receive precedence over prices which are subject to fluctuation if this is in Transnet's best interests.

## **16 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES**

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

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Respondent's Signature

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Date & Company Stamp



## **17 EXCHANGE AND REMITTANCE**

- 17.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Service Provider, effect payment overseas directly to the foreign principal of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- 17.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 17.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the Exchange and Remittance section of the Bid Documents and also furnish full details of the principals to whom payment is to be made.
- 17.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 17.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which agreement on an overall Rand contract has been reached.
- 17.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [**VAT Act**].

## **18 ACCEPTANCE OF BID**

- 18.1 Transnet does not bind itself to accept the lowest priced or any Bid.
- 18.2 Transnet reserves the right to accept any Bid in whole or in part.
- 18.3 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 18.4 Where the Respondent has been informed by Transnet per fax message or email of the acceptance of its Bid, the acknowledgement of receipt transmitted shall be regarded as proof of delivery to the Respondent.

## **19 NOTICE TO UNSUCCESSFUL RESPONDENTS**

Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents shall be informed of the name of the successful Respondent and of the reason as to why their Bids have not been successful.

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Respondent's Signature

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Date & Company Stamp

## **20 TERMS AND CONDITIONS OF CONTRACT**

- 20.1 The Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 20.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on its company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments/ alternative(s) are acceptable or otherwise, as the case may be.

## **21 CONTRACT DOCUMENTS**

- 21.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- 21.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of award / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- 21.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance/Intent, shall constitute a binding contract until the final contract is signed.

## **22 LAW GOVERNING CONTRACT**

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The domicilium citandi et executandi shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid 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. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

## **23 IDENTIFICATION**

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

## **24 CONTRACTUAL SECURITIES**

- 24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of an

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 Respondent's Signature

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 Date & Company Stamp



advanced payment guarantee [APG] and/or a performance bond [Performance Bond], as the case may be, to be furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.

- 24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 The successful Respondent shall be required to submit to Transnet or Transnet's designated official the specified security document(s) within 30 [thirty] calendar days from the date of signature of the contract. Failure to return the securities within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Service Provider to cancel the contract with immediate effect.
- 24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Service Provider in relation to the conditions of this clause **Error! Reference source not found.** will be or the account of the Service Provider.

## 25 DELETION OF ITEMS TO BE EXCLUDED FROM BID

The Respondent must delete items for which it has not tendered or for which the price has been included elsewhere in its Bid.

## 26 VALUE-ADDED TAX

- 26.1 In respect of local Services, i.e. Services to be rendered in the Republic of South Africa, the prices quoted by the Respondent are to be exclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.
- 26.2 In respect of foreign Services rendered:
- the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
  - the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

## 27 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

### 27.1 Method of Payment

- The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.

Respondent's Signature

Date & Company Stamp



- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause above. Failure to comply with clause above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Service Provider**], where applicable, shall be required to furnish a guarantee covering any advance payments, as set out in clause above [Contractual Securities].

#### 27.2 **Conditional Discount**

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated from the date of receipt by Transnet of the Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects in terms of the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional discount period will be recalculated from the date of receipt of the correct documentation.

### 28 **DELIVERY REQUIREMENTS**

#### 28.1 **Period Contracts**

- 1 It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.

#### 28.2 **Progress Reports**

- 2 The Service Provider may be required to submit periodical progress reports with regard to the delivery of the Services.

#### 28.3 **Emergency Demands as and when required**

- 3 If, due to unforeseen circumstances, the rendering of the Services covered by the Bid are required at short notice for immediate delivery, the Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such services as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The "Total or Partial Failure to Perform the Scope of Services" section in the Terms and Conditions of Contract will not be applicable in these circumstances.

### 29 **SPECIFICATIONS AND COPYRIGHT**

#### 29.1 **Specifications**

The Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for the Services strictly in accordance with the specifications supplied by Transnet.

#### 29.2 **Copyright**

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Service Provider for the purpose of contract work shall be governed by the Intellectual Property Rights section in the Terms and Conditions of Contract.

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

\_\_\_\_\_  
Date & Company Stamp

### **30 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS**

- 30.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the Secretary of the Acquisition Council or to a designated official of Transnet according to whichever officer is specified in the Bid Documents.
- 30.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.
- 30.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.
- 30.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.
- a) Such Power of Attorney must comply with Rule 63 [Authentication of documents executed outside the Republic for use within the Republic] of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
  - b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
  - c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
  - d) The Power of Attorney must authorise the South African representative or agent to choose the domicilium citandi et executandi as provided for in the Terms and Conditions of Contract.
- 30.5 If payment is to be made in South Africa, the foreign Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [**EFT**]:
- a) funds are to be transferred to the credit of the foreign Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
  - b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

### **31 CONFLICT WITH BID DOCUMENT**

Should a conflict arise between these General Bid Conditions and the Bid Document issued, the conditions stated in the Bid Document shall prevail.

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 Respondent's Signature

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 Date & Company Stamp

### 32 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 32.1 All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by reference. Below follows a condensed summary of this blacklisting procedure.
- 32.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "prima facie" (i.e. on the face of it) case has been established.
- 32.3 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 32.4 A supplier or contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 32.5 Grounds for blacklisting include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:
- i) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
  - j) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
  - k) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
  - l) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
  - m) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
  - n) has made any incorrect statement in a certificate or other communication with regard to the Service or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
    - (iii) he made the statement in good faith honestly believing it to be correct; and
    - (iv) before making such statement he took all reasonable steps to satisfy himself of its correctness;
  - o) Caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;

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 Respondent's Signature

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 Date & Company Stamp

- p) has litigated against Transnet in bad faith.
- 32.6 Transnet recognizes that trust and good faith are pivotal to its relationship with its suppliers. When a dispute arises between Transnet and its supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
- a) Vexatious proceedings. These are frivolous proceedings which have been instituted without proper grounds;
  - b) Perjury. Where a supplier commits perjury either in giving evidence or on affidavit;
  - c) Scurrilous allegations. Where a supplier makes allegations regarding a senior Transnet employee which are without a proper foundation, scandalous, abusive or defamatory.
  - d) Abuse of court process. When a supplier abuses the court process in order to gain a competitive advantage during a bid process.
- 32.7 Where any person or Enterprise has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 Years, such person/Enterprise may also be blacklisted. Serious breaches of the law would include but are not limited to corruption, fraud, theft, extortion, or contraventions of the Competition Act 89 of 1998 (e.g. collusive tendering). This process excludes minor convictions such as traffic offences or personal disagreements between parties which have no bearing on the business operations of the person or Enterprise.
- 32.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.
- 32.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.
- 32.10 Any person or enterprise or company against whom a decision to blacklist has been taken, may make representations to the Chief Financial Officer of Transnet SOC Ltd, whose decision shall be final.

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 Respondent's Signature

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 Date & Company Stamp

**RFP FOR THE PROVISION OF CLEANING SERVICES AT SENTRARAND FOR THE PERIOD OF 24 MONTHS**
**Section 10**
**NON-DISCLOSURE AGREEMENT**

Entered into by and between

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

And

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Registration Number \_\_\_\_\_

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Respondent's Signature

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Date & Company Stamp



**THIS AGREEMENT is made between**

**Transnet SOC Ltd [Transnet]** [Registration No. 1990/000900/30]

Whose registered office is at 49<sup>th</sup> Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

**and**

\_\_\_\_\_ **[the Company]** [Registration No \_\_\_\_\_]

whose registered office is at \_\_\_\_\_

**WHEREAS**

Transnet and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Bid Document.

**IT IS HEREBY AGREED**

**1 INTERPRETATION**

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid** or **Bid Document** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party (the **Disclosing Party**) and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party (the **Receiving Party**) or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:  
  
is publicly available at the time of its disclosure or becomes publicly available (other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement); or

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

\_\_\_\_\_  
Date & Company Stamp



was lawfully in the possession of the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to its being so disclosed; or

following such disclosure, becomes available to the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

## 2 CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement (the **Disclosing Party**) to the other party (the **Receiving Party**) will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
  - to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
  - to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 0 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to

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any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.

- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

### **3 RECORDS AND RETURN OF INFORMATION**

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 (seven) days of receipt of a written demand from Transnet: return all written Confidential Information (including all copies); and expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 0 above.

### **4 ANNOUNCEMENTS**

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

### **5 DURATION**

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Bid and continue thereafter for a period of 5 (five) years.

### **6 PRINCIPAL**

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Bid and in complying with the terms of this Agreement.

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## **7 ADEQUACY OF DAMAGES**

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

## **8 PRIVACY AND DATA PROTECTION**

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms of the Bill of Rights (Section 14) in connection with this Bid and shall procure that its personnel shall observe the provisions of such Act (as applicable) or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

## **9 GENERAL**

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

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## RFP FOR THE PROVISION OF CLEANING SERVICES AT SENTRARAND FOR THE PERIOD OF 24 MONTHS

### ANNEXURE E

# Tenderer SHE Management System Questionnaire

This questionnaire forms part of the TFR tender evaluation process. It must be completed by all Tenderer's and submitted with their tender offer. The tenderer Health and Safety (SHE) Plan must also be submitted. The objective of the questionnaire is to provide an overview of the status of the Tenderer's SHE management system. Tenderer's will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. The tenderer warrants that the information provided below is accurate and correct. **TFR may verify the accuracy of this information during the physical visit as part of the tender evaluation.**

The information provided in this questionnaire is an accurate summary of the company's occupational health and safety management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
<b>Tenderer SHE Management System Questionnaire</b>	<b>Yes</b>	<b>No</b>
<b>1. SHE Policy</b>		
- <b>Is there a written company SHE policy?</b>		
- If yes provide a copy of the policy		
<b>2. SHE Management</b>		
- <b>Does the company have an independently audited or accredited SHE Management system e.g NOSA, OHSAS, IRCA System etc</b>		
- If yes provide details or copy of accreditation		
<b>3. SHE Organogram</b>		
- <b>Is there a company organogram indicating key SHE personnel?</b>		
- If yes provide a copy		

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<b>4. Letter of good standing with COID</b>		
<ul style="list-style-type: none"> <li>- Is company registered with the Compensation Commissioner under the COID Act and up to date?</li> <li>- If yes provide proof of letter of good standing</li> </ul>		
<b>5. SHE Cost</b>		
<ul style="list-style-type: none"> <li>- Has the tenderer made provision for the cost of safety in the tender price?</li> <li>If yes provide evidence</li> </ul>		
<b>6. Training Records</b>		
<ul style="list-style-type: none"> <li>- Is a record maintained of all training and induction programs undertaken for employees in your company?</li> <li>- If yes provide examples of safety training records</li> </ul>		
<b>7. Health and Safety Plan (SHE Plan) Are the following arrangements included and adequately addressed in the Health and Safety Plan:</b>		
<ul style="list-style-type: none"> <li>- Are SHE responsibilities clearly identified for all levels of Management and employees?</li> <li>- If yes provide details</li> </ul>		
<ul style="list-style-type: none"> <li>- Are Risk Assessments conducted and appropriate techniques used?</li> <li>- If yes provide details or copy of procedure</li> </ul>		
<ul style="list-style-type: none"> <li>- Are safe operating procedures or specific safety instructions relevant to its operations available?</li> <li>- If yes provide a summary listing of procedures or instructions</li> </ul>		
<ul style="list-style-type: none"> <li>- Description on how health and safety training is conducted in your company:</li> <li>-If yes provide details</li> </ul>		
<ul style="list-style-type: none"> <li>- Health and safety inspections at worksites undertaken?</li> <li>-If yes provide details</li> </ul>		

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<b>- Health and Safety Communication i.e Safety talks, incident recalls?</b> - If yes provide details		
<b>- Workplace SHE Committee?</b> - If yes provide details		
<b>- Appointment of SHE Representatives?</b> - If yes provide details		
<b>- SHE Incident Reporting and Investigation?</b> - If yes provide details		
<b>- Provision of Personal Protective Equipment (PPE)?</b> - If yes provide details		
<b>- Emergency Planning?</b> - If yes provide details		
<b>- Fall Protection?</b> - If yes provide details		
<b>- Project Security?</b> - If yes provide details		
<b>- Medical Surveillance?</b> - If yes provide details		
<b>- Substance abuse policy/procedure/testing?</b> - If yes provide details		
<b>- Selection, Procurement and management of Subcontractors?</b> - If yes provide details		
<b>- Operational Safety?</b> - If yes provide details		
<b>- Is there a system for recording and analysing health and safety</b>		

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performance statistics including injuries and incidents? - If yes provide details		
<b>8. Health and Safety Violations</b>		
- 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 calculated over 12 months
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

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

=====

Signed  
(Tenderer)

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

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## RFP FOR THE PROVISION OF CLEANING SERVICES AT SENTRARAND FOR THE PERIOD OF 24 MONTHS

### Section 11

#### VENDOR APPLICATION FORM

*Respondents are to furnish the following documentation and complete the Vendor Application Form below:*

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details [**with bank stamp**]
2. **Certified** copy of Identity Document(s) of Shareholders/Directors/Members [where applicable]
3. **Certified** copy of Certificate of Incorporation, CM29 / CM9 [name change]
4. **Certified** copy of Share Certificates [CK1/CK2 if CC]
5. A letter on the company's letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate
7. **Certified copy** of VAT Registration Certificate
8. **Certified copy** of valid Company Registration Certificate [if applicable]
9. A signed letter from your auditor or accountant confirming most recent annual turnover figures

#### Vendor Application Form

Company trading name						
Company registered name						
Company Registration Number or ID Number if a Sole Proprietor						
Form of entity [✓]	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
VAT number [if registered]						
Company telephone number						
Company fax number						
Company email address						
Company website address						
Bank name				Branch & Branch code		
Account holder				Bank account number		
Postal address						
						Code
Physical Address						

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		Code	
Contact person			
Designation			
Telephone			
Email			
Annual turnover range [last financial year]	< R5 m		R5 - 35 m
			> R35 m
Does your company provide	Products		Services
			Both
Area of delivery	National		Provincial
			Local
Is your company a public or private entity	Public		Private
Does your company have a Tax Directive or IRP30 Certificate	Yes		No
Main product or services [e.g. Stationery/Consulting]			

*Complete B-BBEE Ownership Details:*

% Black ownership		% Black women ownership		% Disabled Black ownership	
Does your company have a B-BBEE certificate	Yes		No		
What is your B-BBEE status [Level 1 to 9 / Unknown]					
How many personnel does the firm employ	Permanent		Part time		

*If you are an existing Vendor with Transnet please complete the following:*

Transnet contact person	
Contact number	
Transnet Operating Division	

*Duly authorised to sign for and on behalf of Company / Organisation:*

Name		Designation	
Signature		Date	

Respondent's Signature

Date & Company Stamp