

FREIGHT RAIL

An Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

REQUEST FOR QUOTATION [RFQ]

FOR THE PROVISION OF CLEANING AND GARDENING SERVICES TO VARIOUS BUILDINGS AT MAKHADO AND MUSINA FOR A PERIOD OF 36 MONTHS

RFQ NUMBER	ERACEM 3813~21763
ISSUE DATE:	27 JUNE 2016
CLOSING DATE:	14 JULY 2016
CLOSING TIME:	10:00
BID VALIDITY PERIOD:	31 OCTOBER 2016

PLEASE BRING A VALID TENDER DOCUMENT ON THE DAY OF THE BRIEFING SESSION OTHERWISE RESPONDENTS WILL NOT BE ALLOWED TO BID

REFLECTIVE JACKETS AND SAFETY SHOES TO BE WORN WHEN VISITING THE VARIOUS SITES. WITHOUT THE SAFETY CLOTHING, RESPONDENTS WON'T BE ALLOWED AT THE VARIOUS SITES

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Respondent's Signature

Date & Company Stamp

Transnet Request for Quotation No. ERACEM3813~21763 For the provision of cleaning and gardening services at various buildings at Makhado and Musina for a period of 36 months

RFQ ANNEXURES:

- ANNEXURE A LIST OF ASSETS
- ANNEXURE B BBB-EE IMPROVEMENT PLAN
- ANNEXURE C TENDERER SHE MANAGEMENT QUESTIONNAIRE

PREVIEW COPY

Respondent's Signature

Date & Company Stamp

Transnet Request for Quotation No. ERACEM3813~21763 For the provision of cleaning and gardening services at various buildings at Makhado and Musina for a period of 36 months

**RFQ FOR THE PROVISION OF
CLEANING AND GARDENING SERVICES TO VARIOUS BUILDINGS AT MAKHADO AND MUSINA
FOR A PERIOD OF 36 MONTHS**

Section 1: NOTICE TO BIDDERS

1 INVITATION TO BID

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

DESCRIPTION	For the provision of cleaning and gardening services to various buildings at Makhado and Musina[the Services]
BID FEE AND BANKING DETAILS	This RFQ is issued free of charge.
INSPECT / COLLECT DOCUMENTS FROM	The office of Transnet Freight Rail Advice Centre Ground Floor Nzasm Building, Room G16 Corner of Paul Kruger and Minnaar Street Pretoria 0001
ISSUE DATE AND COLLECTION DATE DEADLINE	Between 09:00 and 15:00 from 27 June 2016 until 04 July 2016 .
COMPULSORY/NON COMPULSORY BRIEFING SESSION	Yes Refer to paragraph 2 for details.
CLOSING DATE	10:00 on Thursday 24 July 2016 Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
VALIDITY PERIOD	31 October 2016 Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.

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

2 FORMAL BRIEFING

A compulsory RFQ briefing session will be conducted at Transnet Freight Rail, **Musina Station, Musina Yard, Main Street, Musina, 0906 on the 05 July 2016, at 08h00**. After the briefing session, various sites will be visited. The sites will be compulsory. [Respondents to provide own transportation and accommodation].

Respondent's Signature

Date & Company Stamp

Contact person for directions:

Mr K.A Ramothale

Cell no: 083 842 0256

As the briefing session will be held in an operational area of Transnet, all people entering the premises ***may be subjected to a substance abuse test.***

This is a standard operational requirement for TFR, when entering any operational area in order that TFR may address the risk of injury.

Any person that fails such test will not be permitted to enter the premises and thereby forfeits rights to be allowed access to the briefing session and will subsequently not be permitted to submit a bid for the RFQ.

- 2.1 *A Certificate of Attendance in the form set out in Section 9 hereto must be completed and submitted with your Quotation as proof of attendance.*
- 2.2 Respondents failing to attend the compulsory RFQ briefing and site visit will be disqualified.
- 2.3 The briefing session will start punctually at 08h00 and information will not be repeated for the benefit of Respondents arriving late.
- 2.4 Reflective jackets and Safety shoes to be worn when visiting the site. Without the safety clothing, respondents won't be allowed at the various sites.
- 2.5 Respondents will not be allowed at the briefing session and sites if they don't have a copy of the RFQ document on the day of briefing session and site visits.

3 QUOTATION SUBMISSION

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

The Secretariat, Transnet Acquisition Council	
RFQ No:	ERACEM3813~21763
Description	PROVISION OF CLEANING AND GARDENING SERVICES TO VARIOUS BUILDINGS AT MAKHADO AND MUSINA FOR A PERIOD OF 36 MONTHS
Closing date and time:	14 July 2016 at 10h00 am
Closing address	[Refer to options in paragraph 4 below]

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

4 DELIVERY INSTRUCTIONS FOR RFQ

4.1 Delivery by hand

Respondent's Signature

Date & Company Stamp

If delivered by hand, the envelope is to be deposited in the Transnet tender box which is located in the foyer on the ground floor, Nzasm Building, Room G16, Corner of Paul Kruger and Minnaar Street, Pretoria and should be addressed as follows:

THE SECRETARIAT
TRANSNET ACQUISITION COUNCIL
GROUND FLOOR (FOYER)
TENDER BOX
NZASM BUILDING, ROOM G16
CORNER OF PAUL KRUGER AND MINNAAR STREET
PRETORIA
0001

- a) The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 3 above.
- b) It should also be noted that the above tender box is located at the main entrance and is accessible to the public from Monday to Friday from 08h00 to 15h00, 5 days a week.

4.2 Dispatch by courier

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

THE SECRETARIAT
TRANSNET ACQUISITION COUNCIL
NZASM BUILDING, ROOM G 16
CORNER OF PAUL KRUGER AND MINNAAR STREET
PRETORIA
0001

- 4.3 If responses are not delivered as stipulated herein, such responses will not be considered.
- 4.4 No email or faxed responses will be considered, unless otherwise stated herein.
- 4.5 The responses to this RFQ 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 Quotations / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
- 4.6 Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.

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

As described in more detail in the attached BBBEE Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations,

Respondent's Signature

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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 exceed R1 000 000 (all applicable taxes included); and therefore the **90/10** system shall be applicable.

Respondents are required to complete Section 7 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.

5.1 B-BBEE Joint Ventures or Consortiums

Respondents who would wish to respond to this RFQ as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFQ 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 RFQ process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

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 RFQ will result in a score of zero being allocated for B-BBEE.

5.2 Subcontracting

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

If contemplating subcontracting, please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Proposal that such Respondent intends subcontracting more than 25% [twenty-five percent] of the value of the contract to an entity/entities that do not qualify

Respondent's Signature

Date & Company Stamp

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

5.3 B-BBEE Improvement Plan

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

Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Quotations by completion of Annexure B appended hereto. [Refer to Section 8 and Annexure B for further instructions]

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.

6 COMMUNICATION

- 6.1 For specific queries relating to this RFQ, an RFQ Clarification Request Form should be submitted to Emily Mabetlela before **12:00 3 days prior to closing date**, substantially in the form set out in Section 6 hereof. 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 RFQ documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with the **correct** contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.
- 6.2 **After** the closing date of the RFQ, a Respondent may only communicate with the Secretariat of the Transnet Acquisition Council on any matters relating to this RFQ Quotation:

Name: Morris Mhlongo

Respondent's Signature

Date & Company Stamp

Telephone: 012 315 4122

E-mail: morris.mhlongo@transnet.net

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

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

7 CONFIDENTIALITY

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

8 INSTRUCTIONS FOR COMPLETING THE RFQ

- 8.1 Quotations must be submitted in duplicate hard copies [1 original and 1 copy] and must be bound.
- 8.2 Sign one set of original documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set must be a copy of the original signed Proposal.
- 8.3 Both sets of documents are to be submitted to the address specified in paragraph 4 above, and Bidders must ensure that the original and copies (where applicable) are identical in all respects as Transnet will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document in either the original or the copy of the RFQ albeit that it was included in the other.
- 8.4 **All returnable documents tabled in the Quotation Form [Section 4] must be returned with your Quotation.**
- 8.5 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFQ shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 8.6 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.

Respondent's Signature

Date & Company Stamp

9 COMPLIANCE

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

10 DISCLAIMERS

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

- 10.1 modify the RFQ's Services and request Respondents to re-bid on any such changes;
- 10.2 reject any Quotations which does not conform to instructions and specifications which are detailed herein;
- 10.3 disqualify Quotations submitted after the stated submission deadline [Closing Date];
- 10.4 not necessarily accept the lowest priced Quotation or an alternative bid;
- 10.5 reject all Quotations, if it so decides;
- 10.6 withdraw the RFQ on good cause shown;
- 10.7 award a contract in connection with this Proposal at any time after the RFQ's closing date;
- 10.8 award a contract for only a portion of the proposed Services which are reflected in the scope of this RFQ;
- 10.9 split the award of the contract between more than one Service Provider, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 10.10 make no award of a contract;
- 10.11 should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract.

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

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

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

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

Respondent's Signature

Date & Company Stamp

11 LEGAL REVIEW

A Quotation submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

12 NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

In terms of paragraph 5.6 of the NATIONAL TREASURY SCM INSTRUCTION NO. 4 OF 2016/2017, which became effective on 1 May 2016, Transnet may only award bids to suppliers after verifying that the supplier is registered as prospective suppliers on National Treasury Central Supplier Database.

National Treasury	Unique Vendor Number	Yes / No
Central Supplier Database		

If the **Yes** column above, please confirm your registration by providing your National Treasury Unique Vendor Number.

If the **No** column above, please register your company on the National Treasury Central Supplier Database and confirm your registration by submitting National Treasury "MAAA" supplier reference number.

**Transnet urges its clients, suppliers and the general public
to report any fraud or corruption to
TIP-OFFS ANONYMOUS: 0800 103 051**

Respondent's Signature

Date & Company Stamp

**RFQ FOR THE PROVISION OF CLEANING AND GARDENING SERVICES TO VARIOUS BUILDINGS
AT MAKHADO AND MUSINA FOR A PERIOD OF 36 MONTHS**

Section 2: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

This agreement covers the cleaning and garden services to various buildings at Makhado and Musina for a period of 36 months, as decided by Transnet.

The essence of the agreement is that Transnet Freight Rail requires that the services that are to be rendered, ensure clean and neat buildings.

2 SCOPE OF REQUIREMENTS

2.1 AREAS TO BE CLEANED	
2.1.1 Main Entrance/Security/Ablution/Reception Area and surrounding depot areas	
2.1.2 Offices and passages (including boardrooms, store rooms, etc.)	
2.1.3 Toilets: Ladies/Gents	
2.1.4 Supply toilet paper – SABS Quality	
2.1.5 Kitchens ~ microwaves, stoves, fridges etc.	
2.1.6 Entertainment areas/bars	
2.1.7 Windows	
2.1.8 Parking area	
2.1.9 Surrounding area at (main entrance) and garden area (depot area as per enclosed list of assets)	
2.2 SCOPE OF REQUIREMENTS FOR CLEANING OF BUILDINGS	
2.2.1 DUTIES	
2.2.1.1 CARPETS (OFFICES AND PASSAGES)	
2.2.1.1.1 Vacuum	Weekly
2.2.1.1.2 Spot clean	As necessary
2.2.1.1.3 Steam clean	Quarterly
2.2.1.2 DUSTING (OFFICES AND PASSAGES)	
2.2.1.2.1 Clean all telephone and disinfect	Weekly
2.2.1.2.2 Dust all high ledges and fittings	Weekly
2.2.1.2.3 Dust all horizontal surfaces (low level)	Daily
2.2.1.2.4 Dust all vertical surfaces (walls, cabinets, etc. to height of 2 meters)	Weekly
2.2.1.2.5 Dust all windows ledges/calls (low and high)	Daily

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2.2.1.2.6 Dust all ceilings	As necessary
2.2.1.3 WASTE DISPOSAL (OFFICES, KITCHENS AND TOILETS)	
2.2.1.3.1 Empty and clean all ashtrays	Daily
2.2.1.3.2 Empty and clean all waste baskets and receptacles	Daily
2.2.1.3.3 Remove all waste to bins for removal by Metropolitan Council	Daily
2.2.1.4 WALLS/DOORS AND PAINTWORK/WALL PAPER	
2.2.1.4.1 Spot clean all low surfaces (finger marks, etc)	Daily
2.2.1.4.2 Washing of entire walls	Quarterly
2.2.1.5 GLASS DOORS AND METAL WORK	
2.2.1.5.1 Spot clean main entrance glass doors	Weekly
2.2.1.5.2 Clean or polish all bright metal fittings to doors/frames	Weekly
2.2.1.6 ENTRANCE FOYER/RECEPTION AREAS/LOBBIES/PORCHES	
2.2.1.6.1 Sweep all entrance foyers, porches, reception areas and lobbies	Daily
2.2.1.6.2 clean door mats and dust blinds	Daily
2.2.1.6.3 Damp clean counter tops	Daily
2.2.1.6.4 Damp mop	Daily
2.2.1.6.5 Machine buff	Daily
2.2.1.6.6 Clean up Lobby's outside windows	Daily
2.2.1.7 TOILETS	
2.2.1.7.1 Empty and clean all waste receptacles	Daily
2.2.1.7.2 Clean and sanitize all W.C bowls, basins and urinals-outlets	Daily
2.2.1.7.3 Clean all mirrors	Daily
2.2.1.7.4 Damp mop floors with disinfectant	Daily
2.2.1.7.5 Clean all metal fittings	Daily
2.2.1.7.6 Spot clean wall tiles, ceilings, doors W.C. partitions	Daily
2.2.1.7.7 Treat against staining, fungal and bacterial growth	Quarterly
2.2.1.7.8 Provide and replenish toilet paper	Daily
2.2.1.7.9 Wipe clean hand dryers and all other fixed services	Daily
2.2.1.8 WINDOW CLEANING	
2.2.1.8.1 Clean interior faces of all windows	Quarterly
2.2.1.8.2 Clean exterior faces of all windows (low & high)	Quarterly
2.2.1.8.3 Clean main entrance foyer glass windows internally and externally	Weekly

Respondent's Signature

Date & Company Stamp

Transnet Request for Quotation No. ERACEM3813~21763 For the provision of cleaning and gardening services at various buildings at Makhado and Musina for a period of 36 months

2.2.1.9 VERTICAL BLINDS/CURTAINS	
2.2.1.9.1 Dust	Daily
2.2.1.9.2 Wash	Annually
2.2.1.10 MISCELLANEOUS	
2.2.1.10.1 Polish desk and office furniture	Weekly
2.2.1.10.2 Material – covered furniture to be vacuumed	Weekly
2.2.1.10.3 Material – covered furniture to be steam cleaned	Quarterly
2.2.1.10.4 Clean chairs/material chairs	Quarterly
2.2.1.11 KITCHENS	
2.2.1.11.1 Floors to be damp mopped	Daily
2.2.1.11.2 Provide paper rolls in kitchen	Daily
2.2.1.11.3 Sinks/fridges/microwaves/stoves to be cleaned	Daily
2.2.1.11.4 Cupboard to be damp wipe	Daily
2.2.1.11.5 Cupboard to be washed (inside)	Quarterly
2.2.1.11.6 Wipe clean all electrical equipment and or other	Weekly
2.2.1.12 ENTERTAINMENT AREAS/BARS AND LAPAS (INSIDE & OUTSIDE)	
2.2.1.12.1 Floor to be vacuumed / damp mopped	Weekly
2.2.1.12.2 Surface refuse to be removed	Daily
2.2.1.12.3 Sinks to be cleaned	Daily
2.2.1.12.4 Counter tops/bar tops to be damp wiped	Daily
2.2.1.12.5 Area to be swept	Daily
2.3 SCOPE OF REQUIREMENTS FOR THE CLEANING OF GARDENS	
2.3.1 REQUIREMENTS	
2.3.1.1 A gardener will be required on a permanent basis.	
2.3.1.2 It will be the responsibility of the respondent to know how many people will be required in the team to clean the garden as per point 2.3.2 below.	
2.3.1.3 All sites will be visited and it is the respondent's responsibility to familiar himself with the site.	
2.3.2 DUTIES	
2.3.2.1 GARDENS	
2.3.2.1.1 Cutting of lawn with lawn mowers and trimming of edges with weed eater	Weekly
2.3.2.1.2 Cultivating, digging and pruning of flowerbeds. Flowerbeds to be kept neat and clean.	Weekly

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2.3.2.1.3 Pruning of trees as required by the Project Manager from time to time	As and when required
2.3.2.1.4 Rough cutting	Weekly
2.3.2.1.5 Removal of all gardens refuses (leaves, branches, etc.)	Daily
2.3.2.1.6 Removal of weeds on paving	Daily
2.3.2.1.7 Gardens to be watered	Weekly
2.3.2.1.8 Raking of leaves	Daily
2.3.2.2 EXTERNAL AREAS AT MAIN ENTRANCES/ AREAS IN FRONT OF ABLUTION & OFFICE BUILDINGS /ALL PARKING AREAS/RAMP/GUARD HOUSES AT ENTRANCES	
2.3.2.2.1 All surfaces refuse to be removed	Daily
2.3.2.2.2 Paving and tarred roads in front of main buildings must be swept	Daily
2.3.2.3 WATER MARKED WASTE BINS	
2.3.2.3.1 Fill waste bins which are marked "water only" with hose from main water supply and to be kept full. This is required for toilets in case of water cuts.	If necessary

3 WORKING HOURS

Cleaning to commence from Monday to Friday 07h00 to 16h00
(times can be altered due to emergency requirements)

4 SUPERVISION

- 4.1 Full time supervision to be provided by the Respondent. The Respondent's employees shall be properly supervised at all times by a supervisor employed for this purpose by the Respondent
- 4.2 The Respondent shall be responsible for the efficient performance of the contract and for the good conduct of his employees whenever they carry out cleaning works in the buildings and garden services
- 4.3 The Supervisor, who has sound knowledge and experience in supervising cleaning works for high quality buildings, shall be the person in-charge of daily operation of cleaning team, responsible for reporting to the designated T/R Manager
- 4.4 The personnel shall be strong in supervisory and communication skill, initiative, enthusiastic and reliable. The Supervisor may be required to perform his/her duties outside the normal working hours at the Respondent's own cost.
- 4.5 Quality control will be done by client on site
- 4.6 Transnet Freight Rail reserves the right to monitor the clock-in time and clock-out time of the Respondent's employees as well as to give working instruction directly to the Respondent's employees if deemed fit (within specification)
- 4.7 On arrival on the premises, the contractor's site supervisor will communicate with the Project Manager/Technical Officer to discussed the day's work and on completion at the end of the day,

Respondent's Signature

Date & Company Stamp

the work will be inspected together and it will be noted in the Site Dairy (in duplicate) and be signed by both parties. The respondent shall take a copy and one will stay in the book.

5 TO BE PROVIDED BY TRANSNET FREIGHT RAIL

Transnet Freight Rail will provide water and access to the successful respondent to all buildings to needs to be cleaned

6 TO BE PROVIDED BY THE RESPONDENT

The successful respondent will provide the necessary tools, equipment and cleaning materials to execute the work to the satisfaction of the Manager/Technical Officer from Transnet Freight Rail.

Such equipment shall be of a high standard and suitable for use in the buildings.

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

6.1 Minimum quantity of cleaning equipment as per list below

- This is an estimate of equipment only and can be more if required

Station	Depot	Broom	Trolley/ Buckets	Auto scrubber	Vacuum cleaner	Micro fibre cloths	carpet extractor	mops	Wet floor signs
Musina	Musina Infra Depot	1	1	1	1	1	1	1	1
Musina	Musina Operation Office	1	1	1	0	1	1	1	1
Makhado	Makhado Infra Offices	1	1	1	0	1	1	1	1
Makhado	Makhado Station and Shanters cabin	1	1	1	0	1	1	1	1

6.2 Minimum quantity of gardening equipment as per list below

- This is an estimate of equipment only and can be more if required

Station	Petrol lawn mowers	Petrol brush cutters	Spade	Fork	Rake	Garden Scissors	Weed Eaters
All Stations	1	1	2	2	2	2	2

6.3 SUPPLY OF TOILET PAPER

All toilets must be supplied with toilet paper on a daily basis.

It will be the responsibility of the Respondent to ensure that there is always toilet paper in the toilets

Respondent's Signature

Date & Company Stamp

Average consumption: Refer to asset list (Annexure A)

Please note: The quantities are only estimated and may be more or less than stated

Toilet paper specification:

Toilet paper, Type Soft

Ply rating single

Colour White

500 sheets per roll, perforated every 111 mm

Maximum outside dia of roll 105 mm

Width of roll 101, 5 mm

Max. /100 mm min.

A nominal core dia of 38 mm (ID)

Specification: SABS ISO 9001:2008

7 UNIFORM CLOTHING

- 7.1 The Respondent shall provide 2 x clean and tidy uniforms and 1 x safety shoes for all his employees per annum.
- 7.2 The uniform must be worn by all employees who are engaged to carry out the works under the Agreement
- 7.3 All cleaning staff to be identifiable with visible name tags at all times
- 7.4 The Respondent shall at all times ensure that all cleaning staff has been provided with all necessary protective clothing e.g. gloves, safety shoes, masks, etc.

8 INJURY TO PERSONS

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

9 DAMAGE TO PROPERTY

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

Respondent's Signature

Date & Company Stamp

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

10 UIF, PENSION FUND AND BONUS

- 10.1.1 The Respondent shall register his or her employees for Unemployment Insurance fund and Pension fund for the duration of the contract
- 10.1.2 The Respondent shall further pay his or her employees Bonus or 13th cheque in the month on December.
- 10.1.3 The Respondent must be registered with the NBC Provident Fund.

11 SITE BOOKS

- 11.1.1 A Site Instruction Book shall be provided by the Respondent, such a book shall have numbered sheets for receiving and recording instructions by the Technical Officer and shall be clearly marked "Site Instruction Book".
- 11.1.2 The site diary shall be clearly marked "Day Book". At the end of each day a line shall be drawn below the last entry of the day and both the Respondent and Technical Officer or his/her deputy shall sign across the line. If no entry was made, a "NIL" return must be entered and signed. Any claim arising from delays, which cannot be substantiated by reference to the site diary, will not be considered.
- 11.1.3 Only persons authorised in writing by the Technical Officer or Respondent may make entries in the site books.
- 11.1.4 On completion of the contract the Site Book / Site Books shall be returned to the Technical Officer managing the contract on behalf of Transnet Freight Rail
- 11.1.5 All complaints must be registered and signed off by the respondent and the project manager on a daily basis
- 11.1.6 The site book will stay at all times in the possession of TFR

12 HEALTH, RISK AND SAFETY PLAN REQUIRED

The respondents tendering for this project shall take note of the following when compiling Safety, health and environmental plan. Specification for works on, over, under or adjacent to railway lines and near high voltage equipment. (E7/1 July 1998) and shall have part A and B of Health and safety Plan as outlined below.

Part A: Health and safety Plan

2.12.1 SHE Management Structure

- 2.12.1.1. Construction Work Supervisor (Construction Regulation 6)
- 2.12.1.2 Subordinate Construction Work Supervisor (Construction Regulation 6)

Respondent's Signature

Date & Company Stamp

- 2.12.1.3. Construction Safety Officer (Construction Regulation 6(7)).
- 2.12.1.4. List of Respondents already appointed - List to be revised at least monthly.
- 2.12.1.5. Health and Safety Representative (Section 17 of OHS Act).
- 2.12.2 SHE Organisation**
- 2.12.2.1 Health and Safety Committee.
- 2.12.2.2 Composition.
- 2.12.2.3 Frequency of Meetings.
- 2.12.2.4 Minutes of meeting.
- 2.12.2.5 Legal Compliance Audits.
- 2.12.2.6 Audit Report.
- 2.12.2.7 Frequency of Audits.
- 2.12.2.8 Findings and Analysis.
- 2.12.2.9 Corrective Action.
- 2.12.3 Risk Assessment/Management**
- 2.12.3.1. Task descriptions.
- 2.12.3.2. Risk Identification, Analysis, Mitigating Steps, Monitoring Steps and Review Plan.
- 2.12.3.3. Risk Assessment (Construction Regulation 7)
- 2.12.4 Education and Training**
- 2.12.4.1. Induction training (Construction Regulation 7(9))
- 2.12.4.2. Site Specific Training.
- 2.12.4.3. Certificate of Competence.
- 2.12.5 Emergency Planning – Evacuation plan**
- 2.12.5.1. Client procedure.
- 2.12.5.2. Site Procedure.
- 2.12.6 Health and Safety Communications**
- 2.12.6.1 Safety/Toolbox talks.
- 2.12.6.2 Incident Recall.
- 2.12.7. Safe Working Procedures and Methods**
- 2.12.7.1 Method Statements.
- 2.12.7.2 Safe Operating Procedures.
- 2.12.7.3 Task/Job observations.
- 2.12.8. Personal Protective Equipment and Clothing**
- 2.12.8.1 PPE required after all other controls have been considered.

 Respondent's Signature

 Date & Company Stamp

2.12.8.2 PPE proof of issue.

13 GENERAL

- 13.1 All users of machinery/equipment will wear the PPE (relevant safety clothes) as specify for that Equipment
- 13.2 All users of machinery/equipment have to be trained and be familiar with the use of it.
- 13.3 The Respondent and his team must at all times adhere to the following TFR safety specifications:
- 13.4 It will be preferred from the respondent to at all times make use of the same team each week. Medical certificates of all employees must be supplied once contract is signed to make sure that they are fit to work.
- 13.5 All cleaning chemicals should be an acceptable standard meaning SABS approved or equivalent. All equipment to be kept in a good and safe condition at all times and to comply with all safety regulation, including all extension cords, etc.
- 13.6 Toilet areas are not be used as change rooms. Cleaning of equipment will not be allowed in the toilet areas
- 13.7 Disposal of dirty water to be deposited directly into toilet pans
Toilet areas to be cleaned after work has been completed

14 MINIMUM STAFF REQUIRED:

A Minimum quantity of 4 cleaners required for Cleaning and 4 for Gardening Services

This is an estimate only and can me more if required

Depot Name	Number of Cleaners	Number of Gardners	Department
MUSINA INFRA DEPOT	1	1	Rail Network & Operations
MUSINA OPERATION OFFICE	1	1	Rail Network
MAKHADO INFRA OFFICES	1	1	Rail Network
MAKHADO STATION AND SHANTERS CABIN	1	1	Rail Network
TOTAL	4	4	

8 Employees required

Please take note:

The envisaged average staff compliment for cleaning of these areas is an indicative number based on historical contracts and the quality of standard that is required therefore Transnet Freight Rail is not prescriptive to gender and number of cleaning staff. However substantial deviation will not be considered

Respondent's Signature

Date & Company Stamp

Transnet Request for Quotation No. ERACEM3813~21763 For the provision of cleaning and gardening services at various buildings at Makhado and Musina for a period of 36 months

15 ADDRESSES FOR RENDERING OF SERVICES:

Note: Respondents should familiarize themselves where the below-mentioned premises are situated, because Transnet will not be responsible if respondents would get lost in traffic.

GPS Coordinates and Address

- Makhado Station – Old PX Office, Grobler Street, Makhado, 0920
- Makhado – latitude: 23° 3'5.77"S longitude: 29°54'35.77"E
- Musina Station – Musina Yard, Main Street, Musina, 0906
- Musina - Latitude: 22°20'33.86"S longitude: 30° 2'28.77"E

CONTACT PERSON ON SITE

Mr K.A Ramothhale

Hospital Street Infra Depot Room 31

Polokwane

Telephone 015 299 6316 or 083 842 0256

16 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.*

17 GENERAL SERVICE PROVIDER OBLIGATIONS

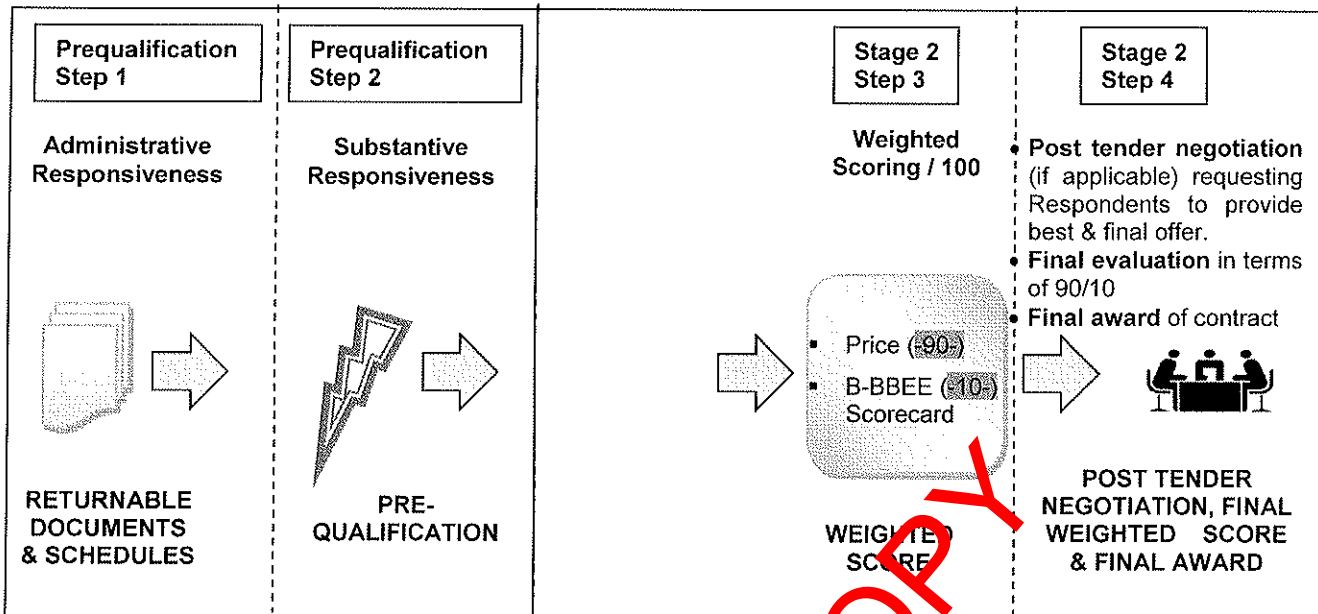
- 17.1 The Service Provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 17.2 The Service Provider(s) must comply with the requirements stated in this RFQ.

Respondent's Signature

Date & Company Stamp

18 EVALUATION METHODOLOGY

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



18.1 PREQUALIFICATION STAGE ~ STEP 1: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFQ Reference
<ul style="list-style-type: none"> Whether the Bid has been lodged on time 	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time <ul style="list-style-type: none"> - A valid letter of good standing issued by department of labour 	<i>Section 4 & page 33</i>
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	<i>Section 4, page 32 and 33</i>

The test for administrative responsiveness [Prequalification stage] must be passed for a Respondent's Quotation to progress to the next Stage for further pre-qualification

Respondent's Signature

Date & Company Stamp

Transnet Request for Quotation No. ERACEM3813~21763 For the provision of cleaning and gardening services at various buildings at Makhado and Musina for a period of 36 months

18.2 PREQUALIFICATION STAGE ~ STEP 2: Test for Substantive Responsiveness to RFQ

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

Check for substantive responsiveness	RFQ Reference
<ul style="list-style-type: none"> Whether any general pre-qualification criteria set by Transnet, have been met 	<i>Section 4</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer with a completed schedule of prices & detailed price breakdown of costs 	<i>Section 3</i>
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given. (A fully completed clause by clause statement of compliance to project scope of requirements) 	<i>All Sections</i>
<ul style="list-style-type: none"> Whether the compulsory information briefing session & sites was attended 	<i>Section 1, paragraphs 2.1 & section 9</i>
<ul style="list-style-type: none"> Tenderer SHE Management Questionnaire 	<i>Annexure C</i>
<ul style="list-style-type: none"> Whether labour rate is according to law (Sectorial determination for the cleaning Association) 	<i>Section 12</i>

The test for substantive responsiveness must be passed for a Respondent's Quotation to progress to the next stage for further evaluation

18.3 STAGE TWO ~ STEP 3: Evaluation and Final Weighted Scoring

a) **Price Criteria** [Weighted score 90 points]:

Evaluation Criteria	RFQ Reference
<ul style="list-style-type: none"> Commercial offer 	<i>Section 3</i>

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

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- b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 10 points]
- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form [Section 14]
- 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 7, paragraph 4.1:

SUMMARY: Thresholds and Final Evaluated Weightings

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

18.4 STAGE TWO ~ STEP 4: Post Tender Negotiations (if applicable)

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

18.5 STAGE TWO ~ STEP 5: Final Contract Award

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

IMPORTANT NOTICE TO RESPONDENTS

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

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

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

Respondent's Signature

Date & Company Stamp

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.

PREVIEW COPY

Respondent's Signature

Date & Company Stamp

Transnet Request for Quotation No. ERACEM3813~21763 For the provision of cleaning and gardening services at various buildings at Makhado and Musina for a period of 36 months

**FOR THE PROVISION OF CLEANING AND GARDENING SERVICES TO VARIOUS
BUILDINGS AT MAKHADO AND MUSINA FOR A PERIOD OF 36 MONTHS**

CLOSING VENUE: As per Section 1, paragraph 4.1

CLOSING DATE: 14 July 2016

CLOSING TIME: 10h00

VALIDITY PERIOD: 31 October 2016

Section 3: PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the table below:

FOR THE PROVISION OF CLEANING AND GARDENING SERVICES TO VARIOUS OFFICE BUILDINGS AT MUSINA AND MAKHADO FOR A PERIOD OF 36 MONTHS						
Item no.	Building asset number	Months	Price per month per asset for (Year 1)	Price per month per asset for (Year 2)	Price per month per asset for (Year 3)	Total tender value over a period of 36 months per asset
A	MAKHADO					
1	Portion of Station Building- ~ 02AN058P ~ Office cleaning & gardening	36				
2	Shunters Cabin~ 02EN016P ~ Office cleaning & gardening	36				
3	Office ~ 02AN066P ~ Office cleaning & gardening	36				
4	Toilet ~ 02AN092P ~ Office cleaning & gardening	36				
B	MUSINA					
5	Goods Office (Planners) ~ 02AN041P ~ Office cleaning & gardening	36				
6	Mess and Ablution ~ 02BN039P ~ Office cleaning & gardening	36				
7	Office ~ 02BN044P ~ Office cleaning & gardening	36				
8	Rest Room ~ 02AN037P ~ Office cleaning & gardening	36				
9	Goods Shed ~ 03AN001P ~ Office cleaning & gardening	36				

Notes to Pricing:

Respondent's Signature

Date & Company Stamp

Transnet Request for Quotation No. ERACEM3813~21763 For the provision of cleaning and gardening services at various buildings at Makhado and Musina for a period of 36 months

- a) Prices must be quoted in South African Rand and must be per building/asset per month, 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) Prices quoted must include all equipment costs, cleaning chemicals and consumable
- e) Wages must conform to the minimum levels set in the Sectorial Determination 1: contract cleaning Sector

Please take note: Detailed breakdown of costs needs to be submitted with RFQ Document

1 DISCLOSURE OF PRICES TENDERED

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

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

2 SERVICE LEVELS

- 2.1 An experienced account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 2.2 Transnet will have quarterly reviews with the Service provider's account representative on an on-going basis.
- 2.3 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 2.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
 - a) Random checks on compliance with quality/quantity/specifications
 - b) On-time delivery
- 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:

Respondent's Signature

Date & Company Stamp

YES	
------------	--

NO	
-----------	--

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:

3.2 Continuity of supply:

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

4 REFERENCES

Please indicate below the company names and contact details of existing customers whom Transnet may contact to seek third party evaluations of your current service levels:

Company Name	Nature of work	Value of work	Contact person	Contact details	Year completed

PREVIEW COPY

Respondent's Signature

Date & Company Stamp

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: _____

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Respondent's Signature

Date & Company Stamp

**FOR THE PROVISION OF CLEANING AND GARDENING SERVICES TO VARIOUS BUILDINGS AT
MAKHADO AND MUSINA FOR A PERIOD OF 36 MONTHS**

Section 4: QUOTATION 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 RFQ documents.

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

- (i) Master Agreement;
- (ii) General Bid Conditions – Services, and
- (iii) any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

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

Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of intent [the **Letter of Intent**], this Quotation [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

Respondent's Signature

Date & Company Stamp

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 Quotations afresh and/or having to accept any less favourable Quotation.

I/We accept that any contract resulting from this offer will be for a period of 36 months 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 RFQ including the delayed delivery of the Services due to non-performance by ourselves, failure to meet Supplier Development and/or B-BBEE Improvement Plan commitments. A penalty of up to 100% of the outstanding portion of the Supplier Development commitment 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 RFQ, 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 RFQ. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

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

Name of Entity:

Facsimile:

Address:

NOTIFICATION OF AWARDS OF RFQ

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 Quotation. Unsuccessful Respondents will be advised in writing of the name of the successful Service provider and the reason as to why their Quotations 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 up to 31 October 2016 against this RFQ.

Respondent's Signature

Date & Company Stamp

**FOR THE PROVISION OF CLEANING AND GARDENING SERVICES TO VARIOUS BUILDINGS AT
MAKHADO AND MUSINA FOR A PERIOD OF 36 MONTHS**

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 RFQ 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 Quotations.

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 & 11 : Pricing and Delivery Schedule & detailed price of breakdown of costs	
SECTION 8 : Certificate of attendance of compulsory RFQ Briefing session (A & B)	
SECTION 10: Clause by clause statement of compliance to scope of requirements	
• Tenderer SHE Management Questionnaire (Annexure C)	
• Whether labour rate is according to law (Sectorial determination for the cleaning Association)	

b) Essential Returnable Documents

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

Failure to provide all essential Returnable Documents may result in a Respondent's disqualification at Transnet's sole discretion. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

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

Respondent's Signature

Date & Company Stamp

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
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 RFQ will result in an automatic score of zero being allocated for preference	
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
- Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
Original and valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 5 : RFQ Declaration and Breach of Law Form	
SECTION 7 : B-BBEE Preference Claim Form	
SECTION 9 : Schedule of Plant and Equipment	
A Valid letter of Good Standing issued by the Department of Labour	

c) Additional Documents

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

ADDITIONAL DOCUMENTS	SUBMITTED [Yes or No]
Health , Risk and Safety Plan	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFQ, 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.

Respondent's Signature

Date & Company Stamp

Bidders furthermore agree that Transnet SOC Ltd shall recognise no claim from them for relief based on an allegation that they have overlooked any RFQ/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 RFQ was unclear but in respect of which he/she failed to obtain clarity.

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

- 1 General Bid Conditions*
- 2 Master Agreement*
- 3 Supplier Integrity Pact*
- 4 Non-disclosure Agreement*
- 5 Specifications and drawings included in this RFQ
- 6 Vendor Application Form* and all supporting documents (first time vendors only)
- 7 E4E – Safety arrangements and Procedural compliance (Act 85 of 1993) and applicable regulations*
- 8 BBD8210 version 1 – E/7 – Specification to general work and work on, over, under or adjacent to railway lines and near high voltage equipment*

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: _____ TELEPHONE: _____

DESIGNATION: _____ CELL PHONE: _____

FACSIMILE: _____

Respondent's Signature

Date & Company Stamp

**FOR THE PROVISION OF CLEANING AND GARDENING SERVICES TO VARIOUS BUILDINGS AT
MAKHADO AND MUSINA FOR A PERIOD OF 36 MONTHS**

Section 5: RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal [RFQ];
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 RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
6. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
7. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet Group.
8. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

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

ADDRESS:

Respondent's Signature

Date & Company Stamp

Indicate nature of relationship with Transnet:

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

- 9. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.
- 10. We accept that any dispute pertaining to this Bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought.
- 11. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

BREACH OF LAW

12. We further hereby certify that I/we (the bidding entity and/or any of its directors, members or partners) **have/have not been** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 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

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Respondent's Signature

Date & Company Stamp

Transnet Request for Quotation No. ERACEM3813~21763 For the provision of cleaning and gardening services at various buildings at Makhado and Musina for a period of 36 months

**FOR THE PROVISION OF CLEANING AND GARDENING SERVICES TO VARIOUS BUILDINGS AT
MAKHADO AND MUSINA FOR A PERIOD OF 36 MONTHS**

Section 6: RFQ CLARIFICATION REQUEST FORM

RFQ No: ERACEM3813-21763

RFQ deadline for questions / RFQ Clarifications: Before 12:00, 3 days prior to closing date

TO: Transnet SOC Ltd
ATTENTION: Emily Mabetlela
EMAIL: Emily.Mabetlela@transnet.net

DATE: _____
FROM: _____

RFQ Clarification No ERACEM3813-21763

REQUEST FOR RFQ CLARIFICATION

PREVIEW COPY

Respondent's Signature

Date & Company Stamp

**FOR THE PROVISION OF CLEANING AND GARDENING SERVICES TO VARIOUS BUILDINGS AT
MAKHADO AND MUSINA FOR A PERIOD OF 36 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 be utilised have been taken into consideration;
- 2.7 "**consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "**contract**" means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 "**EME**" means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total

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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 RFQ will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest

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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 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

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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.

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]

Respondent's Signature

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

5.2 Subcontracting:

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

If YES, indicate:

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

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]
- Partnership/Joint Venture/Consortium
- One person business/sole propriety
- Close Corporations
- Company (Pty) Ltd
- (v) Describe Principal Business Activities
-
-
- (vi) Company Classification [TICK APPLICABLE BOX]
- Manufacturer
- Supplier
- Professional Service Provider
- Other Service Providers, e.g. Transporter, etc.
- (vii) Total number of years the company/firm has been in business.....

BID DECLARATION

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

- (i) The information furnished is true and correct.

Respondent's Signature

Date & Company Stamp

- (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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Respondent's Signature

Date & Company Stamp

**FOR THE PROVISION OF CLEANING AND GARDENING SERVICES TO VARIOUS BUILDINGS AT
MAKHADO AND MUSINA FOR A PERIOD OF 36 MONTHS**

Section 8: B-BBEE IMPROVEMENT PLAN

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

Additional contractual requirements

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

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

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

Respondent's Signature

Date & Company Stamp

**FOR THE PROVISION OF CLEANING AND GARDENING SERVICES TO VARIOUS BUILDINGS AT
MAKHADO AND MUSINA FOR A PERIOD OF 36 MONTHS**

Section 9 (A): CERTIFICATE OF ATTENDANCE OF RFQ BRIEFING

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*
attended the RFQ briefing in respect of the proposed Services to be rendered in terms of this RFQ on
_____ 20__

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

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Respondent's Signature

Date & Company Stamp

Section 9 (B): CERTIFICATE OF ATTENDANCE AT THE VARIOUS SITE LOCATIONS

It is hereby certified that -

- 1.
- 2.

Representative(s) of
(Name of company)

Date

Company Representative

Transnet Representative

(Makhado: Station and Shanters Cabin)

Transnet Representative

(Makhado: Infra Offices)

Transnet Representative

(Musina: Infra Depot)

Transnet Representative

(Musina: Operation Office)

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Respondent's Signature

Date & Company Stamp

**FOR THE PROVISION OF CLEANING AND GARDENING SERVICES TO VARIOUS BUILDINGS AT
MAKHADO AND MUSINA FOR A PERIOD OF 36 MONTHS**

Section 10: SCHEDULE OF EQUIPMENT AND CHEMICALS

Schedule of plant and equipment to be used in the execution of this agreement in terms of the Master Agreement. The respondent must state which plant is immediately available and which will be ordered for.

	Equipment	Quantity	
	EQUIPMENT FOR CLEANING	Trolley/Buckets	
Auto scrubber			
Mops			
Carpet Extractor			
vacuum cleaner			
Wet floor signs			
Carpet Extractor			
Other			
CHEMICAL AND CONSUMABLES	Chemicals	Monthly Quantity	Size
	Sunlight		
	Carpet Shampoo		
	Handy Andy		
	Furniture Polish		
	Liquid Hand Soap		
	Toilet bowl Cleaner		
	Micro fibre Cloths		
	Spray Bottles		
	Toilet paper		
Other:			

Respondent's Signature _____

_____ Date & Company Stamp

**FOR THE PROVISION OF CLEANING AND GARDENING SERVICES TO VARIOUS BUILDINGS AT
MAKHADO AND MUSINA FOR A PERIOD OF 36 MONTHS**

Section 11: CLAUSE BY CLAUSE COMPLIANCE TO SCOPE OF REQUIREMENTS

Scope of Requirements	Write in full Yes/comply. (Positive compliance)	Write in full No/ do not comply. (Negative compliance)	Reasons / Comments for non-compliance to Project Specification.
2.1 AREAS TO BE CLEANED			
2.1.1 Main Entrance/Security/Ablution/Reception Area and surrounding depot areas			
2.1.2 Offices and passages (including boardrooms, store rooms, etc)			
2.1.3 Toilets: Ladies/Gents			
2.1.4 Supply toilet paper – SABS Quality			
2.1.5 Kitchens ~ microwaves, stoves, fridges etc.			
2.1.6 Entertainment areas/bars			
2.1.7 Windows			
2.1.8 Parking area			
2.1.9 Surrounding area at (main entrance) and garden area (depot area as per enclosed list of assets)			
2.2 SCOPE OF REQUIREMENTS			
2.2.1 DUTIES			
2.2.1.1 CARPETS			
2.2.1.1.1 Vacuum, Weekly			
2.2.1.1.2 Spot clean, as necessary			
2.2.1.1.3 Steam clean, Quarterly			
2.2.1.2 DUSTING (OFFICES AND PASSAGES)			
2.2.1.2.1 Clean all telephone and disinfect,			

Respondent's Signature

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Weekly			
2.2.1.2.2 Dust all high ledges and fittings, Weekly			
2.2.1.2.3 Dust all horizontal surfaces (low level), Daily			
2.2.1.2.4 Dust all vertical surfaces (walls, cabinets, etc. to height of 2 meters), Weekly			
2.2.1.2.5 Dust all windows ledges/calls (low and high), Daily			
2.2.1.2.6 Dust all ceilings, As necessary			
2.2.1.3 WASTE DISPOSAL (OFFICES, KITCHENS AND TOILETS			
2.2.1.3.1 Empty and clean all ashtrays, Daily			
2.2.1.3.2 Empty and clean all waste baskets and receptacles, Daily			
2.2.1.3.3 Remove all waste to bins for removal by Metropolitan Council, Daily			
2.2.1.4 WALLS/DOORS AND PAINTWORK/WALL PAPER			
2.2.1.4.1 Spot clean all low surfaces (finger marks, etc.), Daily			
2.2.1.4.2 Washing of entire walls, Quarterly			
2.2.1.5 GLASS DOORS AND METAL WORK			
2.2.1.5.1 Spot clean main entrance glass doors, Weekly			
2.2.1.5.2 Clean or polish all bright metal fittings to doors/frames, Weekly			
2.2.1.6 ENTRANCE FOYER/RECEPTION AREAS/LOBBIES/PORCHES			
2.2.1.6.1 Sweep entrance foyer and entrance, Daily			
2.2.1.6.2 clean door mats and dust blinds, Daily			

Respondent's Signature

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2.2.1.6.3 Damp clean counter tops, Daily			
2.2.1.6.4 Damp mop, Daily			
2.2.1.6.5 Machine buff, Daily			
2.2.1.6.6 Clean up Lobby's outside windows, Daily			
2.2.1.7 TOILETS			
2.2.1.7.1 Empty and clean all waste receptacles, Daily			
2.2.1.7.2 Clean and sanitize all W.C bowls, basins and urinals-outlets, Daily			
2.2.1.7.3 Clean all mirrors, Daily			
2.2.1.7.4 Damp mop floors with disinfectant, Daily			
2.2.1.7.5 Clean all metal fittings, Daily			
2.2.1.7.6 Spot clean wall tiles, ceilings, doors W.C. partitions, Daily			
2.2.1.7.7 Treat against staining, fungal and bacterial growth, Quarterly			
2.2.1.7.8 Provide and replenish toilet paper, Daily			
2.2.1.7.9 Wipe clean hand dryers and all other fixed services, Daily			
2.2.1.8 WINDOW CLEANING			
2.2.1.8.1 Clean interior faces of all windows, Quarterly			
2.2.1.8.2 Clean exterior faces of all windows (low & high) Quarterly			
2.2.1.8.3 Clean main entrance foyer glass, windows internally and externally, Weekly			
2.2.1.9 VERTICAL BLINDS/CURTAINS			
2.2.1.9.1 Dust, Daily			
2.2.1.9.2 Wash, Annually			
2.2.1.10 MISCELLANEOUS			
2.2.1.10.1 Polish desk and office furniture, Weekly			

Respondent's Signature

Date & Company Stamp

2.2.1.10.2 Material – covered furniture to be vacuumed , Weekly			
2.2.1.10.3 Material – covered furniture to be steam cleaned, Quarterly			
2.2.1.10.4 Clean chairs/material chairs, Quarterly			
2.2.1.11 KITCHENS			
2.2.1.11.1 Floors to be damp mopped, Daily			
2.2.1.11.2 Provide paper rolls in kitchen, Daily			
2.2.1.11.3 Sinks/fridges/microwaves/stoves to be cleaned, Daily			
2.2.1.11.4 Cupboard to be damp wipe, Daily			
2.2.1.11.5 Cupboard to be washed (inside), Quarterly			
2.2.1.11.6 Wipe clean all electrical equipment and or other, Weekly			
2.2.1.12 ENTERTAINMENT AREAS/BARS AND LAPAS (INSIDE & OUTSIDE)			
2.2.1.12.1 Floor to be vacuumed / damp mopped, Weekly			
2.2.1.12.2 Surface refuse to be removed, Daily			
2.2.1.12.3 Sinks to be cleaned, Daily			
2.2.1.12.4 Counter tops/bar tops to be damp wiped, Daily			
2.2.1.12.5 Area to be swept, Daily			
2.2.1.12.6 Garden area to be cleaned and grass cut			
2.3 SCOPE OF REQUIREMENTS FOR THE CLEANING OF GARDENS			
2.3.1 REQUIREMENTS			
2.3.1.1 A gardener will be required on a permanent basis			

Respondent's Signature

Date & Company Stamp

2.3.1.2 It will be the responsibility of the respondent to know how many people will be required in the time to clean the garden as per point 2.3.2 below			
2.3.1.3 All sites will be visit and it is the respondent's responsibility to familiar himself with the site			
2.3.2 DUTIES			
2.3.2.1 GARDENS			
2.3.2.1.1 Cutting of lawn with lawn mowers and trimming of edges with weed eater, Weekly			
2.3.2.1.2 Cultivating, digging and pruning of flowerbeds. Flowerbeds to be kept neat and clean, Weekly			
2.3.2.1.3 Pruning of trees as required by the Project Manager from time to time, as and when required			
2.3.2.1.4 Rough cutting, Weekly			
2.3.2.1.5 Removal of all gardens refuses (leaves, branches, etc.), Daily			
2.3.2.1.6 Removal of weeds on paving, Daily			
2.3.2.1.7 All tarred roads in front of buildings to be swept, Weekly			
2.3.2.1.8 Gardens to be watered, Weekly			
2.3.2.1.9 Raking of leaves, Daily			
2.3.2.2 EXTERNAL AREAS AT MAIN ENTRANCES/AREAS IN FRONT OF ABLUTION & OFFICE BUILDINGS/ALL PARKING AREAS/RAMP/GUARD HOUSES AT ENTRANCES			
2.3.2.2.1 All surfaces refuse to be removed, Daily			
2.3.2.2.2 Paving and tarred roads in front of main buildings must be swept, Daily			
2.3.2.2.2 Each porch at all entrances must			

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be swept, Daily			
2.3.2.3 WATER MARKED WASTE BINS			
2.3.2.3.1 Fill waste bins which are marked "water only" with hose from main water supply and to be kept full. This is required for toilets in case of water cuts, If necessary			
3. WORKING HOURS			
Cleaning to commence from Monday to Friday 07h00 to 16h00 (times can be altered due to emergency requirements)			
4. SUPERVISION			
4.1 Full time supervision to be provided by the Respondent. The Respondent's employees shall be properly supervised at all times by a supervisor employed for this purpose by the Respondent			
4.2 The Respondent shall be responsible for the efficient performance of the contract and for the good conduct of his employees whenever they carry out cleaning works in the buildings and garden services			
4.3 The Supervisor, who has sound knowledge and experience in supervising cleaning works for high quality buildings shall be the person in-charge of daily operation of cleaning team, responsible for reporting the designated T/R Manager			
4.4 The personnel shall be strong in supervisory and communication skill, initiative, enthusiastic and reliable. The Supervisor may be required to perform his/her duties outside the normal working hours at the Respondent's own cost.			
4.5 Quality control will be done by client on site			
4.6 Transnet Freight Rail reserves the right to monitor the clock-in time and clock-out			

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time of the Respondent's employees as well as to give working instruction directly to the Respondent's employees if deemed fit (within specification)			
4.7 On arrival on the premises, the contractor's site supervisor will communicate with the Project Manager/Technical Officer to discuss the day's work and on completion at the end of the day, the work will be inspected together and it will be noted in the Site Dairy (in duplicate) and be signed by both parties. The respondent shall take a copy and one will stay in the book.			
6. TO BE PROVIDED BY THE RESPONDENT			
The successful respondent will provide the necessary tools, equipment and cleaning materials to execute the work to the satisfaction of the Manager/Technical Officer from Transnet Freight Rail. Such equipment shall be of a high standard and suitable for use in the buildings. All equipment to be kept in good order and safe condition at all times and to comply with all safety regulations including all extension cords etc.			
6.1 Minimum quantity of cleaning equipment required as per point 6.1 in scope of requirements			
6.2 Minimum quantity of gardening equipment as per point 6.2 in scope of requirements			
6.3 SUPPLY OF TOILETPAPER			
All toilets must be supplied with toilet paper on a daily basis. It will be the responsibility of the Respondent to ensure that there is always toilet paper in the toilets Toilet paper specification: Toilet paper, Type Soft			

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<p>Ply rating single Colour White 500 sheets per roll, perforated every 111 mm Maximum outside dia of roll 105 mm Width of roll 101, 5 mm Max. /100 mm min. A nominal core dia of 38 mm (ID) Specification: SABS ISO 9001:2008</p>			
<p>7. UNIFORM CLOTHING</p>			
<p>7.1 The Respondent shall provide 2 x clean and tidy uniforms and 1 x safety shoes for all his employees per annum. 7.4 The Respondent shall at all times ensure that all cleaning staff has been provided with all necessary protective clothing e.g. gloves, safety shoes, masks, etc.</p>			
<p>7.2 The uniform must be worn by all employees who are engaged to carry out the works under the Agreement</p>			
<p>7.3 All cleaning staff to be identifiable with visible name tags at all times</p>			
<p>7.4 The Respondent shall at all times ensure that all cleaning staff has been provided with all necessary protective clothing e.g. gloves, safety shoes, masks, etc.</p>			
<p>8. INJURY TO PERSONS</p>			
<p>The Respondent shall be solely liable for and shall indemnify the Manager in respect of any liability, loss, claim or proceeding whatsoever, arising under any legislation or at common law in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the work whether or not due to his negligence and shall effect adequate insurance cover in respect of</p>			

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such risks and shall furnish the Manager with a copy of the insurance policy.			
9. DAMAGE TO PROPERTY			
<p>The Respondent shall be liable for and shall indemnify the Manager and the Owner of the Buildings against any liability, loss, claim or proceedings in respect of any damage to any property whatsoever arising out of or in course of his negligence and shall effect adequate insurance cover in respect of such risks and shall furnish the Manager with a copy of the insurance policy,</p> <p>If there are any act, omission or neglect of the Respondent, his agents, servants, workmen or others, or of any sub-contractor employed by him, cause or suffer any damage to any property whatsoever in the execution of any works under this Contract, such damage may be made good by the Manager at the cost of the Respondent and the Respondent shall on demand pay the damages to the Manager.</p>			
10. UIF, PENSION FUND AND BONUS			
10.1.1 The Respondent shall register his or her employees for Unemployment Insurance fund And Pension fund for the duration of the contract.			
10.1.2 The Respondent shall further pay his or her employees Bonus or 13th cheque in the month on December.			
10.1.3 The Respondent must be registered with the NBC Provident Fund.			
11. SITE BOOKS			
11.1.1 A Site Instruction Book shall be provided by the Respondent, such a book shall have numbered sheets for receiving and recording instructions by the Technical			

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Officer and shall be clearly marked "Site Instruction Book".			
11.1.2 The site diary shall be clearly marked "Day Book". At the end of each day a line shall be drawn below the last entry of the day and both the Respondent and Technical Officer or his/her deputy shall sign across the line. If no entry was made, a "NIL" return must be entered and signed. Any claim arising from delays, which cannot be substantiated by reference to the site diary, will not be considered.			
11.1.3 Only persons authorized in writing by the Technical Officer or Respondent may make entries in the site books.			
11.1.4 On completion of the contract the Site Book / Site Books shall be returned to the Technical Officer managing the contract on behalf of Transnet Freight Rail			
11.1.5 All complaints must be registered and signed off by the respondent and the project manager on a daily basis			
11.1.6 The site book will stay at all times in the possession of TFR			
13.GENERAL			
13.1 All users of machinery/equipment will wear the PPE (relevant safety clothes) as specify for that Equipment			
13.2 All users of machinery/equipment have to be trained and be familiar with the use of it.			
13.3 The Respondent and his team must at all times adhere to the following TFR safety specifications:			
13.4 It will be preferred from the respondent to at all times make use of the same team each week. Medical certificates of all employees must be supplied once contract is signed to make sure that they are fit to work.			

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13.5 All cleaning chemicals should be an acceptable standard meaning SABS approved or equivalent. All equipment to be kept in a good and safe condition at all times and to comply with all safety regulation, including all extension cords, etc.			
13.6 Toilet areas are not be used as change rooms. Cleaning of equipment will not be allowed in the toilet areas			
13.7 Disposal of dirty water to be deposited directly into toilet pans Toilet areas to be cleaned after work has been completed			
14.MINIMUM STAFF REQUIRED			
Minimum quantity of cleaners required as per point 14 in scope of requirements			

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Transnet Request for Quotation No. ERACEM3813~21763 For the provision of cleaning and gardening services at various buildings at Makhado and Musina for a period of 36 months

FOR THE PROVISION OF CLEANING AND GARDENING SERVICES TO VARIOUS BUILDINGS AT MAKHADO AND MUSINA FOR A PERIOD OF 36 MONTHS

Section 12: DETAILED SCHEDULE OF BREAKDOWN OF COSTS

YEAR 1

	Item	Description	Amount per month per cleaner
1	Basic monthly wage cost per cleaner	Cleaning sectorial determination	
	Hourly rate		
	Daily rate	9hrs per day	
	Weekly wage cost		
2	Leave provisions per cleaner		
	Annual leave	21 days per year	
	Sick leave	10 days per year	
	Family responsibility	3 days per year	
3	Other: Employer contribution per cleaner		
	Provident fund	4 % of monthly wage	
	Bonus	Basic monthly wage cost	
	UIF	1 % of basic monthly wage	
	COID	0.23 % of basic monthly wage	
	NCCA / Union levy fee	Employee choice	
	Training levy	SDL = 1 % of wage	
4	Total Monthly Labour Cost per cleaner	A1 + A2 + A3	
5	Total Resources Cost per cleaner	A5.1 + A5.2 + A5.3	
5.1	Consumables/ Toilet paper	_____ % of labour cost	R
5.2	Equipment, Uniform etc	_____ % of labour cost	R
5.3	Overhead (management, transport, profit etc	_____ % of labour cost	R
6	Total monthly cost per cleaner	A4 + A5	R
7	Monthly cost for all cleaners	_____ Cleaners	R

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Transnet Request for Quotation No. ERACEM3813~21763 For the provision of cleaning and gardening services at various buildings at Makhado and Musina for a period of 36 months

**DETAILED SCHEDULE OF BREAKDOWN OF COSTS
YEAR 2**

	Item	Description	Amount per month per cleaner
1	Basic monthly wage cost per cleaner	Cleaning sectorial determination	
	Hourly rate		
	Daily rate	9hrs per day	
	Weekly wage cost		
2	Leave provisions per cleaner		
	Annual leave	21 days per year	
	Sick leave	10 days per year	
	Family responsibility	3 days per year	
3	Other: Employer contribution per cleaner		
	Provident fund	4 % of monthly wage	
	Bonus	Basic monthly wage cost	
	UIF	1 % of basic monthly wage	
	COID	0.23 % of basic monthly wage	
	NCCA / Union levy fee	Employee choice	
	Training levy	SPL = 1 % of wage	
4	Total Monthly Labour Cost per cleaner	A1 + A2 + A3	
5	Total Resources Cost per cleaner	A5.1 + A5.2 + A5.3	
5.1	Consumables/ Toilet paper	_____ % of labour cost	R
5.2	Equipment, Uniform etc	_____ % of labour cost	R
5.3	Overhead (management, transport, profit etc	_____ % of labour cost	R
6	Total monthly cost per cleaner	A4 + A5	R
7	Monthly cost for all cleaners	_____ Cleaners	R

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Transnet Request for Quotation No. ERACEM3813~21763 For the provision of cleaning and gardening services at various buildings at Makhado and Musina for a period of 36 months

**DETAILED SCHEDULE OF BREAKDOWN OF COSTS
YEAR 3**

	Item	Description	Amount per month per cleaner
1	Basic monthly wage cost per cleaner	Cleaning sectorial determination	
	Hourly rate		
	Daily rate	9hrs per day	
	Weekly wage cost		
2	Leave provisions per cleaner		
	Annual leave	21 days per year	
	Sick leave	10 days per year	
	Family responsibility	3 days per year	
3	Other: Employer contribution per cleaner		
	Provident fund	4 % of monthly wage	
	Bonus	Basic monthly wage cost	
	UIF	1 % of basic monthly wage	
	COID	1.23 % of basic monthly wage	
	NCCA / Union levy fee	Employee choice	
	Training levy	SDL = 1 % of wage	
4	Total Monthly Labour Cost per cleaner	A1 + A2 + A3	
5	Total Resources Cost per cleaner	A5.1 + A5.2 + A5.3	
5.1	Consumables/ Toilet paper	_____ % of labour cost	R
5.2	Equipment, Uniform etc	_____ % of labour cost	R
5.3	Overhead (management, transport, profit etc	_____ % of labour cost	R
6	Total monthly cost per cleaner	A4 + A5	R
7	Monthly cost for all cleaners	_____ Cleaners	R

NOTE: All requirements (items and quantities) listed below and included in the price schedule template for completion must be adhered to for costing determination. These quantities are the guidelines

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Transnet Request for Quotation No. ERACEM3813~21763 For the provision of cleaning and gardening services at various buildings at Makhado and Musina for a period of 36 months

ASSET LIST-ANNEXURE A

Depot Name	Asset number	Description of Premises	Size of Premises	Type of service	Department	Toilets per assets	Toilet Rolls per day	Contract Manager	Contact Numbers
MAKHADO	02AN058P	Portion of Station Building	493	CLEANING	Operations	2	4	Kgalamadi Ramothhale	0838420256
MAKHADO	02EN016P	Shunters Cabin	70	CLEANING/ GARDENING - DEPOT	Operations (SAC)	4	8	Kgalamadi Ramothhale	0838420256
MAKHADO	02AN066P	Office	53	CLEANING	Rail Network	4	8	Ramothhale	0838420256
MAKHADO	02AN092P	Toilet	7	CLEANING/ GARDENING - DEPOT	Rail Network	1	2	Kgalamadi Ramothhale	0838420256
MUSINA	02AN041P	Goods Office (Planners)	125	CLEANING/ GARDENING - DEPOT	Operations (SAC)	1	2	Kgalamadi Ramothhale	0838420256
MUSINA	02BN039P	Mess and Ablution	35	CLEANING/ GARDENING - DEPOT	Operations (SAC)	1	2	Kgalamadi Ramothhale	0838420256
MUSINA	02BN044P	Office	22	CLEANING/ GARDENING - DEPOT	Operations (SAC)	1	2	Kgalamadi Ramothhale	0838420256
MUSINA	02AN037P	Rest room	345	CLEANING/ GARDENING - DEPOT	Operations (SAC)	1	2	Kgalamadi Ramothhale	0838420256
MUSINA	03AN001P	Goods Shed	650	CLEANING/ GARDENING - DEPOT	Operations (SAC)	1	2	Kgalamadi Ramothhale	0838420256
TOTAL						16	32		

32 toilet paper/day

X22days per month
= 704 rolls per month

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ANNEXURE B: B-BBEE IMPROVEMENT PLAN

ERACEM3813~21763

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

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

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

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

OWNERSHIP INDICATOR	Required Responses	Current Status (%)	Future Target (%)
1. The percentage of the business owned by Black ¹ persons.	Provide a commitment based on the extent to which ownership in the hands of Black persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.		
2. The percentage of your business owned by Black women.	Provide a commitment based on the extent to which ownership in the hands of Black women as a percentage of total ownership of the organisation would be sustained or increased over the contract period.		
3. The percentage of the business owned by Black youth ²	Provide a commitment based on the extent to which ownership in the hands of Black youth as a percentage of total ownership of the organisation would be sustained or increased over the contract period.		
4. The percentage of the business owned by Black persons living with disabilities	Provide a commitment based on the extent to which ownership in the hands of Black disabled persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.		
5. New Entrants ³ (Early stage business)	Provide a commitment based on the extent to which new entrants will be supported over the contract period.		

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

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

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

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

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		Status (%)	Targets (%)
14. Black employees in Middle Management as a percentage of all middle management	<i>Provide the percentage of Blacks that would be retained or appointed by the organisation in the middle management cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the day to day management of the organisation, over the contract period.</i>		
15. Black female employees in Middle Management as a percentage of all middle management	<i>Provide the percentage of Blacks females that would be retained or appointed by the organisation in the middle management cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the day to day management of the organisation, over the contract period.</i>		
Junior Management	Required Response	Current Status (%)	Future Targets (%)
16. Black employees in Junior management as a percentage of all junior management	<i>Provide a commitment based on the extent to which the number of Black Junior Managers as a percentage of the total junior Managers would be sustained or increased over the contract period.</i>		
17. Black female employees in Junior management as a percentage of all junior management	<i>Provide a commitment based on the extent to which the number of Black female Junior Managers as a percentage of the total junior Managers would be sustained or increased over the contract period.</i>		
Employees with disabilities	Required Response	Current Status (%)	Future Targets (%)
18. Black employees with disabilities as a percentage of all employees	<i>Provide a commitment based on the extent to which the percentage of Black disabled employees, in relation to the total of all employees in the organisation, would be sustained or increased over the contract period.</i>		
PREFERENTIAL PROCUREMENT INDICATOR	Required Responses	Current Status (%)	Future Targets (%)
19. B-BBEE procurement spend from all Empowering Suppliers ⁴ based on the B-BBEE procurement	<i>Provide a commitment based on the extent to which B-BBEE spend from all Empowering Suppliers would be sustained or increased over the contract period.</i>		

⁴ **"Empowering Suppliers"** means a B-BBEE compliant entity, which should meet at least three of the following criteria if it is a Large Enterprise or one if it is a QSE:
 (a) At least 25% of cost of sales excluding labour cost and depreciation must be procured from local producers or local supplier in SA, for service industry labour cost are included but capped to 15%.
 (b) Job creation - 50% of jobs created are for Black people provided that the number of Black employees since the immediate prior verified B-BBEE Measurement is maintained.
 (c) At least 25% transformation of raw material/beneficiation which include local manufacturing, production and/or assembly, and/or packaging.
 (d) Skills transfer - at least spend 12 days per annum of productivity deployed in assisting Black EMEs and QSEs beneficiaries to increase their operation or financial capacity.

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	recognition level as a percentage of total measured procurement spend			
20.	20 B-BBEE procurement spend from all Empowering Suppliers QSEs based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which B-BBEE spend from Empowering Supplier QSEs would be sustained or increased over the contract period</i>		
21.	B-BBEE procurement spend from Exempted Micro-Enterprise based on the applicable B-BBEE procurement recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which B-BBEE spend from EMEs would be sustained or increased over the contract period</i>		
22.	B-BBEE procurement spend from Empowering Suppliers that are at least 51% black owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 51% Black-owned would be maintained or increased over the contract period.</i>		
23.	B-BBEE procurement spend from Empowering Suppliers that are at least 30% black women owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend	<i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 30% Black women-owned would be maintained or increased over the contract period.</i>		
24.	B-BBEE Procurement Spend from Designated Group ⁵ Suppliers that are at least 51% Black owned	<i>Provide a commitment based on the extent to which spend from suppliers from Designated Group Suppliers that are at least 51% Black owned would be maintained or increased over the contract period.</i>		

⁵ "Designated Groups" means:

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

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SUPPLIER DEVELOPMENT INDICATOR	Required Response	Current Status (%)	Future Target (%)
25. Annual value of all Supplier Development ⁶ Contributions made by the Measured entity as a percentage of the target	<i>Provide a commitment based on the percentage in your organisation's annual spend on Supplier Development initiatives, will be maintained or improved over the contract period.</i>		
ENTERPRISE DEVELOPMENT INDICATOR	Required Response	Current Status (%)	Future Target (%)
26. The organisation's annual spend on Enterprise Development ⁷ as a percentage of Net Profit after Tax [NPAT]	<i>Provide a commitment based on the retention or increase in your organisation's annual spend on Enterprise Development initiatives, as a percentage of its Net Profit after Tax, over the contract period.</i>		

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⁶ "**Supplier Development**" means monetary or non-monetary contributions carried out for the benefit of value-adding suppliers to the Measured Entity, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:

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

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

⁷ "**Enterprise Development**" means monetary and non-monetary contributions carried out for the following beneficiaries, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:

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

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ANNEXURE C: TENDERER SHE MANAGEMENT SYSTEM QUESTIONNAIRE**TRANSNET**

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

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

The information provided in this questionnaire is an accurate summary of the company's SHE management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
Tenderer SHE Management System Questionnaire	Yes	No
1. SHE Policy and Management		
- Is there a written company SHE policy?		
- If yes provide a copy of the policy (ANNEXURE #)		
- Does the company have an SHE Management system e.g. NOSA, OHSAS, IRCA System etc		
- If yes provide details		
- Is there a company SHE Management System, procedures manual or plan?		
- If yes provide a copy of the content page(s)		
- Are the SHE responsibilities clearly identified for all levels of Management and employees?		
- If yes provide details		
2. Safe Work Practices and Procedures		
- Are safe operating procedures or specific safety instructions relevant to its operations available?		
- If yes provide a summary listing of procedures or instructions		
- Is there a SHE incident register?		
If yes provide a copy		
- Are Risk Assessments conducted and appropriate techniques used?		
- If yes provide details		
3. SHE Training		
Describe briefly how health and safety training is conducted in your company:		



<p>- Is a record maintained of all training and induction programs undertaken for employees in your company?</p> <p>- If yes provide examples of safety training records</p>		
4. SHE Workplace Inspection		
<p>- Are regular health and safety inspections at worksites undertaken?</p> <p>-If yes provide details</p>		
<p>- Is there a procedure by which employees can report hazards at workplaces?</p> <p>- If yes provide details</p>		
5. SHE Consultation		
<p>- Is there a workplace SHE committee?</p>		
<p>- Are employees involved in decision making over SHE matters?</p> <p>- If yes provide details</p>		
<p>- Are there appointed SHE representatives?</p> <p>- Comments</p>		
6. SHE Performance Monitoring		
<p>- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents?</p> <p>- If yes provide details</p>		
<p>- Are employees regularly provided with information on company health and safety performance?</p> <p>- If yes provide details</p>		
<p>Is company registered with workmen's compensation and up to date?</p> <p>- If yes provide proof of letter of good standing</p>		
<p>- Has the company been fined or convicted of an occupational health and safety offence?</p> <p>- If yes provide details</p>		



Safety Performance Report

Monthly DIFR for previous months

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

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

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Signed
(Tenderer)

TRANSNET



Important Note: All potential bidders must read this document and certify in the RFX Declaration Form that that have acquainted themselves with, and agree with the content. The contract with the successful bidder will automatically incorporate this Integrity Pact as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

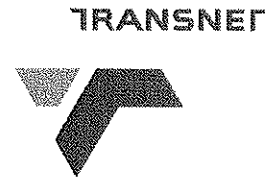
and

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

PREVIEW COPY

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.

- **OBJECTIVES**

- 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.

- **COMMITMENTS OF TRANSNET**

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

- 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 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.
- 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.
- 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.
- Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

- **OBLIGATIONS OF THE BIDDER / SUPPLIER**

- 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



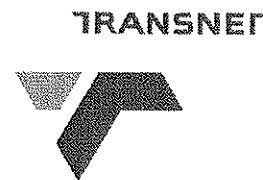
- a) The Bidder / Supplier will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the 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.
- o 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
- 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.
- o 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.
- o 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.
- o 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.
- o 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.



- 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.
- 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.
- The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

• **INDEPENDENT BIDDING**

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.



- 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.

- **DISQUALIFICATION FROM BIDDING PROCESS**

- 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.
- 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.
- 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.

- **TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)**

- 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.
- 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.
- 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.
- A supplier or contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 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.
- o 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.
- o 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.

- **PREVIOUS TRANSGRESSIONS**

- o 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.
- o 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.)

- **SANCTIONS FOR VIOLATIONS**

- o 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.

- **CONFLICTS OF INTEREST**

- o 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



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.

- 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.

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

- 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 ("RFQ") declaration form; or
- b) must notify Transnet immediately in writing once the circumstances has arisen.
 - 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.

• MONITORING

- 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 or violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Bidder / Supplier, irrespective of value.
 - 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.

• EXAMINATION OF FINANCIAL RECORDS, DOCUMENTATION AND/OR ELECTRONIC DATA

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

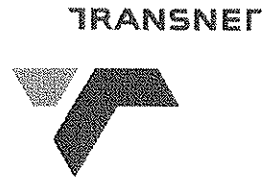
- a) Examine the financial records, documentation and or electronic data of the Bidder / Supplier / Transnet. The Bidder / Supplier / Transnet shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

• DISPUTE RESOLUTION

- 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 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

- b) **Perjury:** where a supplier make a false statement either in giving evidence or on an affidavit;
- 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.



- **GENERAL**

- This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 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.
- 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.
- Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 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 003 055, 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.

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