TRANSNET

Transnet Freight Rail, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No CRAC-EFQ-23579

FOR THE PROVISION OF GARDENING SERVICES AT ELANDSFONTEIN AND ISANDO FOR 24 MONTHS.

FOR THE PROVISION OF	:	**GARDENING AT ELANDSFONTEIN AND ISANDO FOR 24 MONTHS**
FOR DELIVERY TO	:	**ELANDSFONTEIN AND ISANDO**
ISSUE DATE	:	**07 MARCH 2017**
BRIEFING DATE	:	**14 MARCH 2017**
BRIEFING VENUE	:	**1 ANVIL ROAD, ISANDO AT 10:00 A.M THEN PROCEED TO ELANDSFONTEIN**
CLOSING DATE	:	**23 MARCH 2017**
CLOSING TIME	:	**10:00 A.M**
VALIDITY PERIOD	:	**31 JULY 2017**
FOR SITE CONTACT	:	**LEANDRIA de JAGER - 083 276 2596**

PLEASE BRING THE VALID DOCUMENT ON THE DAY OF BRIEFING, ALSO MAKE SURE THAT YOU BRING YOUR SAFETY SHOES AND REFLECTIVE VEST ON SITE. PLEASE NOTE THAT IF YOU DON'T BRING VALID TENDER DOCUMENT, SAFETY BOOTS AND REFLECTIVE VEST YOU WILL NOT BE ALLOWED IN THE BRIEFING SESSION AND ACCESS TO SITE.

ON CLOSING DATE PLEASE SUBMIT TWO (2) DOCUMENTS ORIGINAL & COPY IN ONE ENVELOPE. THE ENVELOPE MUST BE WRITTEN OUTSIDE THE TENDER NUMBER AND THE CLOSING DATE.

Section 1

NOTICE TO BIDDERS

1 Invitation to bid

DESCRIPTION	Provision Of Gardening Services At Elandsfontein and Isando For 24 Months.
BID FEE AND BANKING DETAILS	R250.00 [inclusive of VAT] per set. Payment is to be made as follows: Account Name : Transnet Freight Rail Account : Standard Bank Account number : 203158598 Branch code : 004805 NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the RFP documents and submitted thereafter with your Proposal.
COLLECT DOCUMENTS FROM	This bid may be downloaded free of charge directly from the Transnet Freight Rail tender website at; http://www.transnetfreightrail-tfr.net/Supplier/Pages/Tenders.aspx Alternatively, this RFQ may be purchased at R250 [inclusive of VAT] per set for those Bidders that require a copy from Transnet rather than downloading from the website. If a copy of the tender document is required, prior arrangements must be made one (1) day in advance and the tender document may be collected between **09:00** and **15:00** from **07 March 2017** until **13 March 2017.** This RFQ may be picked up from the following address: **RECEPTION, TENDER ADVICE CENTRE, INYANDA HOUSE 1, GROUND FLOOR, 21 WELLINGTON ROAD, PARKTOWN, JOHANNESBURG**
COMPULSORY BRIEFING SESSION	A compulsory pre-proposal site meeting will be conducted at 01 Anvil Road, Isando on the **14 March 2017,** at **10:00 am** for a period of **± 6 hours**. [Respondents to provide **own transportation** and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late. **For Directions Please Leandria on 083 276 2596** 1.1 A Certificate of Attendance set out in **Section 7** hereto must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** site meeting. 1.2 Respondents failing to attend the compulsory site meeting will be disqualified.
CLOSING DATE	**10:00 A.M on Thursday 23 March 2017** This tender shall close punctually at the following address: **The Chairperson, Transnet Freight Rail Acquisition Council, Inyanda House 1, 21 Wellington Rd, Parktown, JOHANNESBURG, 2001.** As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
VALIDITY PERIOD	**90 Business Days from Closing Date.** **End of validity period: 31 July 2017** Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.
SPECIAL CONDITIONS	Bidders are to note that this bid may also be downloaded directly from the Transnet Freight Rail tender website free of charge. If Bidders intend to download the bid off the Portal, they are required to indicate their intention to respond to this bid by 13 **March 2017** by sending an email with their contact details to the following address: Anthonie.Erasmus@transnet.net/ Lerato.Morailane@Transnet.net This is to ensure that any required communication (e.g. addenda to the bid) in relation to this bid reaches those intending to respond.

	Transnet will not be held liable if Bidders do not respond by this date and do not receive the latest information regarding this Bid as a result thereof.

2. Responses to RFQ

Responses to this RFQ **[Quotations]** must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

3. Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. As explained in more detail in the B-BBEE Claim Form (Section 6), Transnet will award preference points to companies who provide proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

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

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

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

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

4. Communication

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

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

Name: Nobahle Mjoli Email: Nobahle.mjoli@Transnet.net

Telephone: 011 584 1141

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

Telephone 011 544 9366 Email: phillippa.barnard@transnet.net

5. Legal Compliance

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

6. Changes to Quotations

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

7. Pricing

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

8. Prices Subject to Confirmation

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

9. Binding Offer

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

10. Disclaimers

Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- make no award at all;
- Validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise; and/or
- Not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it.

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract and/or place the Respondent on Transnet's list of Restricted Suppliers.
Transnet reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

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. In the event of any Respondent being notified of such short-listed/preferred bidder status, his bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.

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 highest ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price.

Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret.

Transnet reserves the right to lower the threshold for Technical from 80% to 60% if no Bidders pass the predetermined minimum threshold.

11. Specification/Scope of Work

GARDENING, GRASS CUTTING & WEED CONTROL

BUILDING : Elandsfontein / Isando

GENERAL SPECIFICAITON:

AREAS TO BE CLEANED AND DUTIES

All gardens and grass and areas within 20m of the building or where applicable

1.GARDEN SERVICE

❖ Cutting of lawn areas to fair finish and trimming of edges weekly	Weekly
❖ Cultivating, digging and pruning of flowerbeds weekly	Weekly
❖ Removal of all dead flowers and pruning of trees as required by the Project Manager from time to time	As required
❖ Provide seasonal flowers	Seasonally
❖ Trim branches and shrubs	Weekly
❖ Clear of weeds on site's where there is no grass	Daily
❖ Trim branches, shrubs and cut grass by the fence at Jet Park road side	Daily
❖ Remove all grass, branches and rubble from site	Daily
❖ Every porch entrance must be swept, as well as the paving and tarred road in front of the buildings	As required
❖ No grass to be left on premises	Daily
❖ Sweep and remove soil and/or leaves on entrances and exterior areas	

❖ Tree felling & trimming at the depot to be conducted safely by using a trained team and Safety precautions to be followed e.g. height management, machinery and etc. (Supplier to supply their own equipment to perform this job)	As and when necessary Weekly
❖ Personnel must be able to operate the borehole system i.e monitor and report to the Facilities Manager if it broken	

2.SUPERVISION

❖ Full time supervision to be provided by Contractor/supplier	Daily
❖ Quality Control will be done by client on site (sign off of job cards)	Weekly
❖ The supplier shall be responsible for the efficient performance of the contract and for the good conduct of his employees whenever they carry out cleaning in the buildings.	
❖ TFR Real Estate Management reserves the right to monitor the clock-in time and clock-out time of the suppliers employees as well as to give working instructions directly to the suppliers employees if deemed fit (within the specifications)	

3.EQUIPMENT/MATERIALS/CONSUMABLES

To be provided by Contractor and delivered timorously:-

- ❖ All gardening chemicals and equipment e.g. spades/shovels, rakes, brooms etc.
- ❖ Necessary sign boards e.g. Caution tree felling, etc.
- ❖ Contractor to conform with all Safety Requirements including Safety, Health, Environment (SHE) Induction for Contractors as specified by Transnet Freight Rail (copy enclosed)

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

Consumables e.g. cleaning chemicals must be of the acceptable standard meaning **SABS** Approved or Equivalent

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

i) Toilet areas are not to be used as change rooms. Cleaning of equipment will not be allowed in toilet areas.

ii) Disposal of dirty water to be deposited directly into toilet Pans, Toilet areas to be cleaned after work has been completed or minimum daily.

4. STAFF REQUIREMENTS/WORKING HOURS

a) The Garden services & Yard cleaning shall be conducted from 07:30 to 16H00 Monday - Friday **(times can be altered due to emergency requirements)** including Public Holidays. This should be done within the legal framework of housekeeping: Act 85 and Act 16

b) Please refer to Annexure "A" column "6" titled frequency in days per week.
(1 = to be cleaned Monday to Friday excl. weekends)

5. UNIFORM CLOTHING

a) The Contractor shall at all times ensure that **all** cleaning staff has been provided with all necessary protective clothing, e.g. Gloves, Shoes, masks, etc.
All Cleaning staff to be identifiable with (Visible) identification at all times

6. SITE BOOKS

a) A site instruction book shall be provided by the Supplier, such book shall have numbered sheets for receiving and recording instructions by the Technical Officer and shall be clearly marked "Site Instruction Book".

b) Only persons authorized in writing by the Technical Officer or Supplier may make entries in the Site Book.

c) On completion of the contract the Site Book/Site Books shall be returned to the Technical Officer managing the contract on behalf of TFR Real Estate Management.

7. TERMS OF CONTRACT

24 months contract (2 years)

8. COMPLIANCE TO REGULATORY REQUIREMENTS AND REGISTRATION

All bidders to ensure that they comply with:-

- BCEA – Basic Conditions of Employment Act

Depot Name	User	Asset No	Description of Premises	Square metres	Frequency	Total number of Gardeners
Isando	Various	02WK003J	Admin building	6761.59		
Isando	Various	03MK050J	Carport	307		
Isando	Various	03MK051J	Carport	487		
Isando	Various	03MK052J	Carport	157		1
Isando	Various	03MK046J	Carport	158		
Isando	Various	03MK047J	Carport	158		
Isando	Various	03MK049J	Carport	205	Daily	

Elandsfontein	ABL	02YK167J	Tower office	901	Daily	1
Elandsfontein	ABL	02AK447J	Control Cabin	33		
Elandsfontein	ABL	02AK460J	Control Cabin	32		
Elandsfontein	ABL	02AK461J	Control Cabin	32		
Elandsfontein	ABL	02AK462J	Mess & Ablution	85		
Elandsfontein	ABL	02AK463J	Mess & Ablution	106		
Elandsfontein	ABL	03MK074J	Carport	16		
Elandsfontein	ABL	03MK073J	Carport	78		
Elandsfontein	ABL	02BK110J	Mess & Ablution	130		
Elandsfontein	ABL	02BK111J	Mess & Ablution	194		
Elandsfontein	ABL	02BK112J	Office / Store	116		
Elandsfontein	ABL	02BK113J	Small boardroom	36		
Depot Name	**User**	**Asset No**	**Description of Premises**	**Square metres**	**Frequency**	**Total number of Gardeners**
Elandsfontein	Infra telecoms	02BK123J	Admin bldg	647	Daily	1
Elandsfontein	Infra telecoms	02ZK034J	Braai area	45		
Elandsfontein	Infra telecoms	02BK182J	Garage	29		
Elandsfontein	Infra telecoms	02ZK033J	Lapa/braai	16		
Elandsfontein	Infra telecoms	03GK022J	Carport	136		
Elandsfontein	Infra telecoms	02YK169J	Compressor house	35.64	Daily	
Elandsfontein	Infra telecoms	02BK124J	Mess & Ablution	35		
Elandsfontein	Infra telecoms	02BK125J	Mess & Ablution	35		
Elandsfontein	Infra telecoms	11LK208J	Security hut	9		
Elandsfontein	Infra telecoms	03MK064J	Carport	124		
Elandsfontein	Infra telecoms	03LK034J	shelter	70		
Elandsfontein	Infrastructure	02AK427U	Warehouse	1195	Daily	
Elandsfontein	Infrastructure	02aK432U	Toilet	22		
Elandsfontein	Infrastructure	02AK434U	Ablution	228		
Elandsfontein	Infrastructure	02AK435U	Ablution	204		

12. Legal review

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

13. Security clearance

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

14. National Treasury's Central Supplier Database

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

Supplier Number: _____ Unique registration reference number: _____.

15. Tax Compliance

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

a. New Tax Compliance Status (TCS) System

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

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

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

b. Tax Compliance Requirements for Foreign Entities

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

a) Is the entity a tax resident of the Republic of South Africa (RSA)?

b) Does the entity have a branch/locally registered entity in the RSA?

c) Does the entity have a permanent establishment in the RSA?

d) Does the entity have any source of income (income is defined as per the Income Tax Act 58 of 1962 as the amount remaining of the gross income of any person for any year or period of assessment after deducting therefrom any amounts exempt from normal tax under Part I of Chapter II of the Act) in the RSA in the current tax year?

e) Is the entity liable in the RSA for any form of taxation in the current tax year?

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

16. Protection of Personal Data

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

Transnet urges its clients, suppliers and the general public to report any fraud or corruption to TIP-OFFS ANONYMOUS: 0800 003 056

RFQ FOR THE PROVISION OF	**: GARDENING SERVICES AT ELANDSFONTEIN AND ISANDO FOR 24 MONTHS**
CLOSING VENUE	**: INYANDA HOUSE 1, GROUND FLOOR, 21 WELLINGTON ROAD, PARKTOWN, JOHANNESBURG**
CLOSING DATE & TIME	**: 23 MARCH 2017 AT 10:00 A.M**
VALIDITY PERIOD	**: 31 JULY 2017**

SECTION 2
EVALUATION CRITERA AND RETURNABLE DOCUMENTS

1 Evaluation Criteria

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

Criterion/Criteria	Explanation
Administrative responsiveness	• Completeness of response and returnable documents • Valid Letter of Good Standing from Department of Labour • Proof of Registration with National Treasury Central Supplier Database • Valid B-BBEE Certificate/ Sworn Affidavit
Substantive responsiveness	• Whether the Bid materially complies with the scope and/or specification given without any material deviations or qualifications. • Compliance to Salary Schedule Indicating Labour Regulated Monthly Salary Per Cleaner. • 100% Compliance to Specifications Clause By Clause Declaration • Section 3: Pricing Schedule • Valid Weed Control certificate of Registration from Department of Agriculture, Forestry and Fisheries for all Supervisors.
Functionality Threshold	As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that **functionality is included as a threshold with a prescribed percentage threshold of 80%.** **Transnet reserves the right to lower the Technical threshold to 60%, should all bidders not qualify.** • Bidder's Experience **30%** • Service Implementation Plan **35%** • Occupational Health and Safety plan and requirements **35%**
Final weighted evaluation based on 80/20 preference point	• Pricing and price basis [firm] • B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.

2. Validity Period

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

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

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

This RFQ is valid until 31 July 2017.

3. Disclosure of Prices Quoted

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

4. Returnable Documents

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

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

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

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

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

Mandatory Returnable Documents	Submitted [Yes or No]
- SECTION 3 : Quotation Form	
- ANNEXURE A : 100% Compliance to Specifications Clause By Clause Declaration	
- ANNEXURE B: Compliance To Salary Schedule Indicating Labour Regulated Monthly Salary Schedule Per Cleaner.	
- ANNEXURE C : SHE Management Questionnaire	
- Valid Weed Control certificate of Registration from Department of Agriculture, Forestry and Fisheries for all Supervisors.	

b) **Essential Returnable Documents**

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

Essential Returnable Documents required for evaluation purposes:

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

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

ESSENTIAL RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
- Valid and original (or a certified copy) proof of Respondent's compliance to B-BBEE requirements stipulated in Section 6 of this RFQ:	
- Documented Cleaning Service Implementation Plan	
- CV/s of Supervisor/s	
- Cleaning Service Programme	
- Reference Letter/s from Bidder's Current and Previous Client/s	
- Training Plan	

Other Essential Returnable Documents:

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

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

OTHER ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
- SECTION 7 : Certificate of attendance of compulsory Site Briefing	
- Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
- SECTION 4: Certificate of Acquaintance with RFQ Documents	
- SECTION 5: RFQ Declaration and Breach of Law Form	
- SECTION 6: B-BBEE Preference Claim Form	

Technical Evaluation: Minimum Threshold 80% for Technical Criteria, Transnet reserves the right to lower the Technical threshold to 60%.

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

Technical Criteria	100 % Weightings
1. Bidder Experience 1.1 Bidder number of years in service 1.1.1 The bidder's previous relevant experience in the provision of gardening service in a single or multiple contracts at commercial, public or industrial establishments. Bidder must provide Reference letter/s from reputable current and previous client/s. Letter/s must be on client company's letterhead and signed; and shall contain detail on: (i) the type of service provided (ii) duration of the contract (iii) satisfaction with the service provided and (iv) detail of reference contact person	**30 %**
3. Occupational Health and Safety 3.1 Occupational Health and Safety plan and requirements 3.1.1 Compliance to the OHS requirements relevant to service Occupational Health and Safety plan, records of training, annexures and sample documents to be used (i.e. Completion of SHE management Questionnaire and submission of supporting documents)	**35%**
4. Service implementation plan Provide documented Garden Service Implementation plan that fully addresses listed requirements: (i) Customer service (ii) Measures to ensure continued service (iii) Employment and labour relations matters (iv) Training plan 4.1 Documented Service Implementation Plan that addresses requirements a,b,c and d 4.1.1 **(a)** Customer service includes but not limited to: (i) allocation of Customer Service Manager/Site Manager (ii) communication and escalation process (iii) measurement of service quality and customer satisfaction (iv) response to emergencies (v) recording system **(b)** Measures to ensure service continuity includes but not	**35%**

Technical Criteria	100 % Weightings
limited to (i) induction programme (ii) gardening service intervals (iii) register of gardening service (iv) sourcing of consumables, machinery & equipment and timelines (v) maintenance and repairs of machinery & equipment in service **(c)** Employment and labour relations includes but not limited to (i) employment process and management of employment (ii) remuneration and wage management (iiii) management of absenteeism, misconduct, insubordination and disciplinary process (iv) labour disputes (v) employee retainment plan, resignations and constructive dismissal (vi) record keeping **(d)** Training plan includes formal and on the job training on but not limited to (i) Occupational Health & Safety (ii) horticulture (iii) organic gardening (iv) plant biology (v) garden design & landscaping (vi) disease and pest control	
Total Weighting:	**100%**
Minimum qualifying score required:	**80%**

5. CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

SECTION 3

QUOTATION FORM AND CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENT

I/We_____

hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us. I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

Price Schedule

I/We quote as follows for the goods required, on a "delivered nominated destination" basis, excluding VAT:

Annexure A Elandsfontein - Isando (Garden / Weed control)

Depot Name	User	Asset No	Description of Premises	Square metres	Frequency	Total number of Gardeners
Isando	Various	02WK003J	Admin building	6761.59		
Isando	Various	03MK050J	Carport	307		
Isando	Various	03MK051J	Carport	487		
Isando	Various	03MK052J	Carport	157		1
Isando	Various	03MK046J	Carport	158		
Isando	Various	03MK047J	Carport	158		
Isando	Various	03MK049J	Carport	205	Daily	
Elandsfontein	ABL	02YK167J	Tower office	901		
Elandsfontein	ABL	02AK447J	Control Cabin	33		
Elandsfontein	ABL	02AK460J	Control Cabin	32		
Elandsfontein	ABL	02AK461J	Control Cabin	32		
Elandsfontein	ABL	02AK462J	Mess & Ablution	85		
Elandsfontein	ABL	02AK463J	Mess & Ablution	106		
Elandsfontein	ABL	03MK074J	Carport	16	Daily	1
Elandsfontein	ABL	03MK073J	Carport	78		
Elandsfontein	ABL	02BK110J	Mess & Ablution	130		
Elandsfontein	ABL	02BK111J	Mess & Ablution	194		
Elandsfontein	ABL	02BK112J	Office / Store	116		
Elandsfontein	ABL	02BK113J	Small boardroom	36		
Depot Name	**User**	**Asset No**	**Description of Premises**	**Square metres**	**Frequency**	**Total number of Gardeners**
Elandsfontein	Infra telecoms	02BK123J	Admin bldg.	647		
Elandsfontein	Infra telecoms	02ZK034J	Braai area	45		
Elandsfontein	Infra telecoms	02BK182J	Garage,	29	Daily	
Elandsfontein	Infra telecoms	02ZK033J	Lapa/braai,	16		1
Elandsfontein	Infra telecoms	03GK022J	Carport,	136		
Elandsfontein	Infra telecoms	02YK169J	Compressor house,	35.64		
Elandsfontein	Infra telecoms	02BK124J	Mess & Ablution	35	Daily	
Elandsfontein	Infra telecoms	02BK125J	Mess & Ablution	35		

Elandsfontein	Infra telecoms	11LK208J	Security hut	9		
Elandsfontein	Infra telecoms	03MK064J	Carport,	124		
Elandsfontein	Infra telecoms	03LK034J	shelter,	70		
Elandsfontein	Infrastructure	02AK427U	Warehouse	1195	Daily	
Elandsfontein	Infrastructure	02aK432U	Toilet	22		
Elandsfontein	Infrastructure	02AK434U	Ablution	228		
Elandsfontein	Infrastructure	02AK435U	Ablution	204		

TOTAL BIDDING PRICE SHOULD INCLUDE THE INCREASE FOR THE SECOND YEAR.

Total Price for Gardening Services at Assets, Employee Salaries, Consumables, Equipment, Chemicals, Uniforms, Safety Clothing, Training, admin & Other Costs for Year (01)	R
Total Price for Gardening Services at Assets, Employee Salaries, Consumables, Equipment, Chemicals, Uniforms, Safety Clothing, Training, Admin & Other Costs for Year (02)	R
Grand Total For Gardening Services at Assets, Employee Salaries, Consumables, Equipment, Chemicals, Uniforms, Safety Clothing, Training, Admin & Other Costs For The Period Of 24 Months Including Escalation And Excluding Vat (Total Tender Amount)	R
VAT	R
Grand Total For Gardening Services at Assets, Employee Salaries, Consumables, Equipment, Chemicals, Uniforms, Safety Clothing, Training, Admin & Other Costs For The Period Of 24 Months Including Escalation And Including Vat (Total Tender Amount)	R

Number of Gardeners required Three (03)

Delivery Lead-Time from date of purchase order: _____ [days/weeks]

Notes to Pricing:

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

b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.

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.

SECTION 4

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

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

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

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

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

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

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

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

SIGNED at _____ on this _____ day of _____ 20___

SIGNATURE OF WITNESSES ADDRESS OF WITNESSES

1 _____

_____

Name _____

_____

2 _____

_____

Name _____

_____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 5

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;

2. we have received all information we deemed necessary for the completion of this Request for Quotation [**RFQ**];

3. We have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.

4. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;

5. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner; and

6. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid.

7. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet Group.

8. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

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

_____

_____

Indicate nature of relationship with Transnet:

_____

_____

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

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

BREACH OF LAW

10. We further hereby certify that *I/we* ***have/have not been*** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.
    Where found guilty of such a serious breach, please disclose:
    NATURE OF BREACH:

    _____

    _____

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

SIGNED at _____ on this _____ day of _____ 20___

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

SECTION 6

B-BBEE PREFERENCE POINTS CLAIM FORM

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

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

---

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2 The value of this bid is estimated to not exceed R1 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contribution.

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

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

1.5 **Failure on the part of a bidder to submit** a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution **are not claimed**.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

(a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an

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

(e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(f) **"CIPC"** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.

(g) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

(h) **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

(i) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

(j) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(k) **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

(l) **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

(m) **"non-firm prices"** means all prices other than "firm" prices;

(n) **"person"** includes a juristic person;

(o) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(p) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

(q) **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

(r) **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

(s) **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

(t) "**trustee**" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking

into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

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

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

5.3 **QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit** on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.

5.4 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.7 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.8 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.9 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

5.10 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contribution: 1 = maximum of 20 points

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

8.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME.

(Tick applicable box)

YES		NO	

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

9.6 **COMPANY CLASSIFICATION**

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

[*TICK APPLICABLE BOX*]

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES 1. ..... 2.	..... SIGNATURE(S) OF BIDDERS(S) DATE: ..... ADDRESS ....

SECTION 7:

RFQ NUMBER CRAC-EFQ-23579

PROVISION OF GARDENING SERVICES AT ELANDSFONTEIN AND ISANDO

RFQ SITE MEETING

A COMPULSORY SITE MEETING AND RFQ BRIEFING WILL BE HELD AT THE FOLLOWING VENUE:

Venue : 01 Anvil Road, Isando.

Time : 10H00

Date : 14 March 2017

The Site Meeting and RFQ Briefing is compulsory and companies not attending **will be overlooked** during the tender awarding process.

Contact people on sites: Leandria de Jager (083 276 2596)

7.1 ATTENDANCE CERTIFICATE

This is to certify that .....

Representative/s of .....

Has/have today attended the Tender briefing in respect of the proposed:

- ....

TRANSNET'S REPRESENTATIVE TENDERER'S REPRESENTATIVE

DATE:.....

7.2 VERY IMPORTANT

ANY TENDERER THAT DID NOT ATTEND THE SITE MEETING AND RFQ BRIEFING WILL AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDING PROCESS

ANNEXURE A

100% COMPLIANCE TO SPECIFICATION CLAUSE BY CLAUSE DECLARATION

RFQ NUMBER: CRAC-EFQ-23579

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

Bidders Are To Refer to The Specifications (page 6-8 of the RFQ) For Full Detailed Description for Provision of Gardening Services at Elandsfontein and Isando24 Months

FAILURE TO FULLY COMPLETE OR COMPLY WITH ANNEXURE A WILL BE REGARDED AS NON-COMPLIANCE.

Description	Comply	Do not Comply	Remarks
1. GARDEN SERVICES			
2.1			
2.2			
2.3			
2.4			
2.5			
2.6			
2. SUPERVISION			
3.EQUIPMENT/MATERIALS/CONSUMABLES			
4. STAFF REQUIREMENTS/WORKING HOURS			
(a)			
(b)			
5.Pesticides Application			
(a)			
6. SITE BOOKS			
(a)			
(b)			
(c)			
7. TERMS OF CONTRACT			
8. COMPLIANCE TO REGULATORY REQUIREMENTS AND REGISTRATION			

ANNEXURE B

Approximately Three (03) cleaners required

Salary schedule-indicating labour regulated rates per cleaner

Contract Cleaning Minimum Wage Price Schedule (Effective 1st December 2016 for period ending 30th November 2017)

0	ITEM	DESCRIPTION	AMOUNT
			A
1	**Basic monthly wage cost**	Cleaning sectorial determination	**R 3 356.62**
	Hourly rate	40 hours per week	**R 19.38**
	Daily rate	8 hrs per day	R 155.04
	Weekly wage cost	Hourly wage x 40 hours	R 775.20
2	**Leave provisions**		**R 361.75**
	Annual leave	15 days per year	R 193.79
	Sick leave	10 days per year	R 129.20
	Family responsibility	3 days per year	R 38.76
3	**Other: Employer contribution**		**R 682.90**
	Provident fund	5.25% of monthly wage	R 176.22
	Bonus	4.33 weeks for a full 12 months	R 279.72
	UIF	1% of basic monthly wage	R 33.57
	COID	1.6% of basic monthly wage	R 53.71
	NCCA / Union levy fee	1.52% per employee per month	
	Training levy	SDL = 1% of wage	R 33.57
	Uniform	R500 per year	R 41.67
	Severance pay	1.92%	R 64.45
4	**Monthly Labour Cost (per 1 x cleaner)**	**A1 + A2 + A3**	**R 4 401.27**
5	**Total monthly labour cost (per total number of cleaners required**	3	**R 13 203.81**

I, _____ hereby commit my company to pay my employees according to the above-mentioned salary template.

Signature:

_____

Full name and surname

_____

Capacity

_____

IMPORTANCE NOTICE

*** Random payslips will be requested from the cleaning personnel once contract is in place**

*** Please include the weekend and public holidays rates where applicable**

ANNEXURE C

Tenderer SHE Management System Questionnaire

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

The information provided in this questionnaire is an accurate summary of the company's occupational health and safety management system.			
Company Name:			
Signed:	Name:		
Position:	Date:		
Tender Description:			
Tender Number:			
Tenderer SHE Management System Questionnaire		**Yes**	**No**
1. SHE Policy			
- ***Is there a written company SHE policy?*** - If yes provide a copy of the policy			
2. SHE Management			
- ***Does the company have an independently audited or accredited SHE Management system e.g NOSA, OHSAS, IRCA System etc*** - If yes provide details or copy of accreditation			
3. SHE Organogram			
- ***Is there a company organogram indicating key SHE personnel?*** - If yes provide a copy			
4. Letter of good standing with COID			
- **Is company registered with the Compensation Commissioner under the COID Act and up to date**? - If yes provide proof of letter of good standing			
5. SHE Cost			
- **Has the tenderer made provision for the cost of safety in the tender price?** If yes provide evidence			
6. Training Records			

- **Is a record maintained of all training and induction programs undertaken for employees in your company?** - If yes provide examples of safety training records		
7. Health and Safety Plan (SHE Plan) Are the following arrangements included and adequately addressed in the Health and Safety Plan:		
- ***Are SHE responsibilities clearly identified for all levels of Management and employees?*** - If yes provide details		
- **Are Risk Assessments conducted and appropriate techniques used?** - If yes provide details or copy of procedure		
- **Are safe operating procedures or specific safety instructions relevant to its operations available?** - If yes provide a summary listing of procedures or instructions		
- **Description on how health and safety training is conducted in your company:** -If yes provide details		
- **Health and safety inspections at worksites undertaken?** -If yes provide details		
- **Health and Safety Communication i.e Safety talks, incident recalls?** - If yes provide details		
- **Workplace SHE Committee?** - If yes provide details		
- **Appointment of SHE Representatives?** - If yes provide details		
- **SHE Incident Reporting and Investigation?** - If yes provide details		
- **Provision of Personal Protective Equipment (PPE)?** - If yes provide details		
- **Emergency Planning?** - If yes provide details		
- **Fall Protection?** - If yes provide details		
- **Project Security?**		

- If yes provide details		
- **Medical Surveillance?** - If yes provide details		
- **Substance abuse policy/procedure/testing?** - If yes provide details		
- **Selection, Procurement and management of Subcontractors?** - If yes provide details		
- **Operational Safety?** - If yes provide details		
- **Is there a system for recording and analysing health and safety performance statistics including injuries and incidents?** - If yes provide details		
8. Health and Safety Violations		
- **Has the company been fined or convicted of an occupational health and safety offence?** - If yes provide details		

Safety Performance Report

Monthly DIFR for previous months

Previous Year	No of Disabling Injuries	Total Number of employees	DIFR calculated over 12 months
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

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

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Signed
(Tenderer)

TRANSNET FREIGHT RAIL SAFETY HEALTH AND ENVIRONMENTAL (SHE) SPECIFICATIONS FOR CONTRACTORS

1. Introduction

1.1 This Safety, Health and Environmental (SHE) specification is Transnet Freight Rail (TFR) minimum requirements to be met by Service provider when performing work for or on behalf of TFR. They set out the requirements to be followed by the Principal Contractor and other contractors so that the health and safety of all people's potentially at risk may receive the same priority as other facets of the project.

1.2 The service provider shall **develop a SHE plan and prepare a SHE file** based on these requirements, risk assessment as well as all the relevant applicable legislation. The service provider shall remain accountable for the quality and execution of his health and safety programme for his employees. This specification in no way releases the service provider from compliance with the relevant legislation.

2 Purpose

2.1 The purpose of this specification is to ensure that the The Service provider provides and maintains, as far as reasonably practicable a safe working environment for all employees and the public whilst performing work for or on behalf of TFR.

2.2 This specification form an integral part of the contract, and the The Service provider shall forward this specification to all subcontractors at the bidding stage so that they can in turn prepare health and safety plans relating to their operations

3 Scope and Application

3.1 This specification is applicable to all contractors, suppliers and all activities and processes carried out for or on behalf of Transnet Freight Rail. The Specification defines the strategies to manage Health and Safety and is a compliance document drawn up in terms of the Occupational Health and Safety Act 85 of 1993 and Construction Regulations, February 2014.

3.2 This specification shall also apply to any subcontractors as employers in their own right. The Service provider shall furnish the TFR Contract Representative/Technical Officer with full particulars of such subcontractors and shall ensure that they comply with the OHS Act and Regulations and Transnet's safety requirements and procedures.

3.3 Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve

the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the TFR Contract Representative/Technical Officer or Client Agent.

4 General

4.1 Service provider and Transnet Freight Rail are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (herein referred as the OHS Act) and applicable Regulations.

4.2 The Service provider accepts, in terms of the General Conditions of Contract and in terms of the OHS Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. The Service provider shall, before commencement with the execution of the contract work, comply with the provisions set out in the OHS Act, and shall implement and maintain a SHE Plan approved by Transnet Freight Rail, on the Site and place of work for the duration of the contract .

4.3 The Service provider accepts his obligation with complying to the OHS Act and applicable Regulations notwithstanding the omission of some of the provisions of the OHS Act and the Regulations from this document.

4.4 Transnet Freight Rail accepts, in terms of the OHS Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Service provider and TFR Contract Representative/Technical Officer or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the works

4.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

5. Section 37(2) Agreements

5.1 Transnet Freight Rail and the Service provider shall enter into an agreement in terms of section 37(2) of the Occupational Health and Safety Act to the arrangements and procedures between them To ensure compliance by the Principal Contractor with the provisions of the OHS Act.

5.2 The agreement shall be completed and signed by the Service provider mandated representative as Soon as possible and returned to the relevant TFR Project Manager / TFR Contract Representative for his/her signature on behalf of TFR.

5.3 The Service provider shall enter into a Section 37(2) Agreement with their respective sub-Contractors. Signed copy of such agreement must be kept on the Contractor's SHE file.

6. Definitions

6.1 In this Specification the definitions as listed in the Occupational Health and Safety Act 85 of 1993 and Construction Regulations, 2014 shall apply, unless the context otherwise indicates: -

6.2 **"construction Work",** which, in terms of the Construction Regulations, 2014 means any work in connection with: -

a) the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or

b) the, construction, erection maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or the moving of earth, clearing of land, the making of an excavation, piling or any similar civil engineering structure; or any similar type of work.

6.3 **"competent person** "means a person who:-

a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and

b) is familiar with the Act and with the applicable regulations made under the Act;

6.4 **"contractor"** means an employer who performs construction work, and includes a principal contractor (principal contractor and subcontractor);

6.5 **"fall protection plan** "means a documented plan, which includes and Provides for:-

a) All risks relating to working from a fall risk position, considering the nature of work undertaken;
b) The procedures and methods to be applied in order to eliminate the risk of Falling; and
c) A rescue plan and procedures

6.6 **"Safety, Health and Environmental (SHE) File"** means a file or other record in permanent form, containing the information required to be kept on site in accordance with the OHS Act and applicable Regulations;

6.7 **"health and safety (SHE) plan"** means a site, activity or project specific documented plan in accordance with the client's health and safety specification;

6.8 **"risk assessment"** means a programme to determine any risk associated with any hazard at a work site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;

6.9 **"principal contractor"** means an employer appointed by the client to perform construction work

6.10 **"TFR"** means Transnet Freight Rail, a division of Transnet SOC Ltd (Registration No. 1990/000900/06), a public company incorporated in accordance with the company laws of the Republic of South Africa

6.11 **"TFR Contract Representative"** TFR employee appointed to liaise with the contractor to ensure that the specifications of the contract are met (with special emphasis on safety, technical specifications, inspection of quality and quantity of work). It includes a Technical Officer, Security Depot Manager, Senior Protection Officer, Leading Protection Officer, Maintenance Supervisor's etc.

7. Notification of Construction Work

7.1 The Contractor who intends to carry out any construction work other than work where a Construction Work Permit is required, must at least 7 days before carrying out such work, notify the Provincial Director of the Department of Labour in writing if the construction work:-

(a) Includes excavation work

(b) includes working at a height where there is a risk of a person falling;

(c) Includes the demolition of a structure; or

(d) includes the use of explosives to perform construction work,

7.2 The notification to the Provincial Director shall be on a form similar to Annexure 2 of the Construction Regulations, 2014. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, TFR Contract Representative/Technical Officer or employee.

8. Letter of Good standing

8.1 The Service provider shall submit proof of registration and Letter of Good Standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Diseases Act , 1993 (Act No. 130 of 1993) for his company and each of his sub-contractors'.

8.2 No Service provider may do any work for TFR without a valid letter of good standing. The Principal Contractor must ensure that the Letter of Good Standing remains valid for the duration of the contract period.

8.3 The letter of good standing must reflect the name of the Service provider, registration number and, expiry date.

9. Management and Supervision

9.1 The Service provider shall submit a SHE organogram outlining the site SHE management structure including the relevant appointments/competent persons or the intended appointments where such appointments have not been made.

9.2 The Service provider shall, in accordance with the OHS Act and applicable Regulations, make all the necessary appointments of competent persons in writing. Copies should also be retained on the SHE file.

10. SHE Committee Meetings and SHE Representatives

10.1 The Service provider shall appoint SHE Representative/s in writing after consultation with employees and ensure that they are trained in performing their duties.

10.2 SHE Representatives duties shall include inspections of the workplace, taking part in incident investigations, risk assessments, attending SHE Committee meetings etc. Records of monthly inspections of SHE Representatives must be kept on the SHE file.

10.3 The number of SHE Representatives appointed shall be in accordance with the requirements of the Occupational health and Safety Act 85 of 1993.

10.4 The Service provider must ensure that /site SHE Committee meeting is held monthly and minutes of such meeting shall be recorded and records kept on the SHE file. The Service provider representative and appointed SHE representatives shall attend the monthly SHE Committee meeting.

10.5 The TFR Contract Representative/Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's health and safety committee as an observer.

11. SHE Audits and Contractor Monthly Reports

11.1 The TFR Contract Representative/Technical Officer or his deputy shall ensure that the Service provider SHE Plan is audited at intervals mutually agreed to between them, but at least once every month to ensure that the SHE Plan is implemented and maintained on site.

11.2 TFR Safety Officers / Specialists shall at all reasonable times be allowed access to the work sites, the Service provider site offices and tool-sheds to inspect the Service provider and its subcontractor's tools, equipment, registers and workplace.

11.3 Should any non-compliances or contraventions to the TFR safety requirements, legal requirements, this specification or the principal contractor's SHE Plan be identified, such non-compliances or contraventions shall be rectified by the contractor at its cost immediately or within a period specified by the TFR Contract Representative/Technical Officer, his deputy, or TFR Safety Officers / Specialists.

11.4 Should the Service provider refuse or fail to rectify such non-compliances or contraventions, TFR may take remedial action at the Service provider cost as it may deem necessary to ensure safety at the TFR sites at all times.

11.5 TFR reserves the right to conduct safety audits without prior warning.

11.6 The Service provider on all contracts of more than 1 month shall provide a monthly safety performance report as required by TFR.

11.7 The Monthly safety performance report shall be compiled in terms of Annexure 2 or in any format that the Service provider has as long as it includes all items listed in Annexure 2.

11.2 REGULAR INSPECTIONS

11.2 The Service provider must ensure that the following is complied with:-

a) The person responsible to inspect ablutions is appointed using 1.14.1 template attached.

b) Person responsible to perform cleaning duties is appointed using 1.14.2 form attached

c) Ablutions are inspected by the Service provider supervisor on a monthly basis using inspection checklist for ablution facilities 1.14.3 attached and proof of inspections be submitted to TFR contract representatives/Safety specialist in order to ensure deviations are corrected accordingly.

d) Cleaning program is compiled and made available to TFR contract representative. 1.14.4, cleaning program to be used or any other documentation from the service provider.

e) Service provider must ensure that all employees are sensitised in the use of cleaning materials according to the manufactures specification and proof of training be recorder on register 1.14.5 attached.

12. Training, Competence and Awareness

12.1 Induction Training

12.1.1 The Service provider shall ensure that all his employees undergo a TFR SHE Induction with regard to the general hazards prevalent on the site, rules and regulations, and other related aspects before commencing work. It is the responsibility of the Service provider to inform TFR whenever new employees are appointed after the initial induction was conducted.

12.1.2 In addition to the TFR SHE induction, it is the responsibility of the Service provider to develop and implement a site specific SHE Induction programme, a job specific induction programme and a general employee SHE awareness programme, to develop awareness amongst employees on the generic SHE issues associated with the scope of work and the specific environmental issues in question.

12.1.3 The Service provider shall ensure that all visitors and suppliers to the site undergo and comply with Service provider site-specific safety induction requirement prior to being allowed access to site. All visitors and suppliers shall sign the attendance register.

12.1.4 All visitors and suppliers shall wear the necessary personal protective equipment whilst on site and shall remain in the care of the host who understand the scope of work and associated risks.

12.1.5 The Service provider shall maintain comprehensive attendance records of SHE induction training on the SHE file.

12.2 Competency / Training

12.2.1 The Service provider must ensure that all his employees are adequately trained to perform the tasks allocated to them and that there is the requisite amount of supervision at all times to maintain safe work practices and standards.

12.2.2 The Service provider shall identify training requirements of employees whose work may have a significant impact on their health and safety or that might create a significant impact upon the environment and ensure that these employees will receive appropriate training. A Training matrix shall be used as a mechanism to manage and control the training of employees.

12.2.3 The Service provider shall identify all training needs and incorporate the site specific training into the SHE plan.

12.2.4 The Service provider shall be required to ensure that before an employee commences work on the

contract that the supervisor in control with responsibility for the employee has informed the employee of his scope of authority and any hazards associated with the work performed. This will include man-job specifications, the discussion of any standard task procedures or hazardous operational procedures to be performed by the employee.

12.2.5 The Service provider is to ensure that the supervisor has satisfied himself that the employee is conversant with all hazards associated with any work to be performed by conducting task observations.

12.2.6 The Service provider must ensure that certificate/s of competence where applicable is/are provided in the SHE File.

12.3 Awareness Training

12.3.1 Awareness training required shall be identified for all employees on the project using the SHE Policy, the SHE Plan, the SHE programmes and procedures.

12.3.2 The Service provider shall have a daily safety talk. This talk shall include subcontractor employees.

12.3.3 The talk must be brief and concise. Subject topics should be applicable to the job at hand, incidents, accidents and up-and-coming work will be discussed along with suggestions and comments. These meetings can be used as a training meeting with the central idea of educating employees.

13. Health and Safety Plan (SHE Plan)

13.1 Potential Service provider submitting tenders shall submit with their tender, a Health and Safety Plan setting out the practical arrangements and procedures to be implemented by him to ensure Compliance by him with the OHS Act and Regulations, this SHE specification and particularly in respect of: -

(a) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees in terms of section 8 of the OHS Act;

(b) the execution of the contract work in such a manner as to ensure in terms of section 9 of the OHS Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;

(c) ensuring, as far as is reasonably practical, in terms of section 37 of the OHS Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.

13.2 The Service provider Health and Safety Plan shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.

13.3 The SHE Plan shall include full particulars in respect of: -

(a) Safety Management Structure arrangements i.e. Appointments to be done and how;

(b) SHE Organisation arrangements i.e. SHE Committees, SHE Audits, Findings and Corrective Actions

(c) Risk Management i.e. Risk Assessment frequencies, methodology

(d) Education and Training i.e. safety induction, site / job specific training arrangements
(e) Emergency Planning
(f) Health and Safety Communication i.e. Toolbox talks, incident recall
(g) Safe working methods and procedures to be implemented i.e. safe work procedures, task Observation
(h) Fall Protection Plan i.e. documented plan, training/competency, medical surveillance, rescue plan
(i) Personal protective Equipment and Clothing
(j) Project Security i.e. site access control and security
(k) SHE Costs
(l) Occupational Health i.e. Medical Surveillance, First Aid, Welfare Facilities, Substance Abuse testing, Noise, Vibration, Manual Handling etc.
(m) Environmental management
(n) Incident Management i.e. reporting and investigation
(o) Operational Control
(p) Review plan of the SHE Plan

13.5 The Service provider shall submit a final SHE Plan after awarding of the contract which shall be subject to the TFR Contract Representative/Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the TFR Contract Representative/Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the OHS Act and Regulations.

13.6 The Service provider shall approve the SHE Plan of the subcontractor and further take reasonable steps to ensure that each subcontractor's SHE Plan is implemented and maintained on the site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between them, but at least once every month.

13.7 The Service provider shall stop any subcontractor from executing any construction work, which is not in accordance with the Principal Contractor's, and/or subcontractor's SHE Plan for the site or which poses a threat to the health and safety of persons.

13.8 The Contractor shall ensure that a copy of the SHE Plan is available on site for inspection by an inspector, TFR Contract Representative/Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.

14. Hazards Identification and Potential Hazardous Situations

14.1 The Service provider shall ensure a risk assessment is carried out by a competent person, appointed in writing, before commencement of any work and reviewed during the duration of the contract period. The Risk Assessments shall form part of the Health and Safety Plan to be applied on the site and shall include at least the following:-

(a) The identification of the risks and hazards (including ergonomic risks) that persons may be exposed to

(b) The analysis and evaluation of the hazards identified;

(c) A documented plan, including safe work procedures to mitigate, reduce or control the; risks identified; and

(d) A monitoring and review plan.

14.2 Risk assessments shall be conducted by a competent person and such person shall use a documented method to analyse and evaluate identified risk and hazards.

14.3 The Service provider shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the risk assessment

14.4 The risk assessment shall be reviewed when there are changes that affect the design of the structure that may affect the health, safety and environment on site or after an incident.

14.5 The Service provider shall ensure that all employees are to be informed, instructed and trained regarding any risks, hazard and related SHE procedures by a competent person as outlined in the risk assessment prior to commencement of work and thereafter at predetermined intervals as outlined in the monitoring plan.

14.7 The risk assessment shall be available on site for review. Where a risk assessment is not readily available or not communicated to Service provider employees, the construction activities shall be stopped until such time the contractor complies.

14.8 TheService provider and the TFR Contract Representative/Technical Officer shall immediately notify one another of any hazardous or potentially hazardous situations which may arise during performance of the contract or any subcontractor and, in particular, of such hazards as may be caused by the design, execution and/or location and any other aspect pertaining to the contract work.

14.9 The Service provider shall be required to analyse his scope of work and define these critical activities. For each activity, a risk assessment shall be required which defines systems and safe work procedures that will be used in order to complete the activity safely.

14.10 Copies of all safe work procedures and proof that employees have been trained on those safe work procedures shall be kept on the SHE file.

15. Safety, Health and Environmental (SHE) File

15.1 The Service provider shall prepare a SHE file and submit to TFR Contract Representative for approval prior to commencement of work on site. The file shall include all documentation required as per the OHS Act and applicable regulations. ,

15.2 The approval time of the file is at least 5 working days

15.3 The Service provider shall ensure that a copy of the both his SHE File as well as any subcontractor's SHE File is kept on site and made available to an inspector of the Department of Labour, the TFR Contract Representative/Technical Officer, or subcontractor upon request.

15.4 The Service provider shall hand over a consolidated SHE file to the TFR Contract Representative/Technical Officer upon completion of the Construction Work and shall in addition to documentation mentioned in the OHS Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

16. Occupational Health

16.1 Medical Surveillance Programme

16.1.1 The Service provider shall ensure that all his and subcontractor employees have a valid medical certificate of fitness issued by an Occupational Health Practitioner.

16.1.2 Medical certificate of fitness must be available and be kept in the SHE file.

16.2 Substance Abuse

16.2.1 All Service providers must comply with the Transnet Substance Abuse Policy and Regulation 2A of the General Safety Regulations of the OHS Act.

16.2.2 No Service provider may possess, sell, offer to other person, use, store, manufacture, transport, distribute, or transfer drugs or alcohol during work hours, on or off TFR premises.

16.2.3 TFR will not tolerate substance abuse or use which put at risk the health and safety of its employees or threatens its services to our stakeholders. It is on this basis that a contractor employee will be considered unfit for work if:

(a) He/she is subjected to alcohol screening and/or alcohol testing and is found to have alcohol in his/her breathe and/or blood;

(b) Refuses to undergo substance screening and/or testing;

(c) He /she produces a positive confirmatory test for any other substances, measured by sample analysis at a registered pathological laboratory and authorised by a medical practitioner; and/or

(d) Through observation by security personnel or TFR Contract Representative, it is evident that the contractor's physical, emotional, mental or behavioural state reflects that they are intoxicated or under the influence.

16.2.4 Any transgression of this policy will constitute a breach of the relevant contract and may result in the termination of services/contract.

16.2.5 Any Service provider employee using medication that has a narcotic effect must declare before work to his / her supervisor.

16.3 First Aid requirements

16.3.1 Service provider shall ensure,that their employees receive prompt first aid treatment in case of injury or emergency. The Service provider must have the necessary equipment and/or facility on site for treatment of injured persons.

16.3.2 Service provider shall ensure that the first aid box / boxes are available and accessible. More first aid boxes shall be provided if the risks, distance between work teams, or the working environment requires it.

16.3.3 Taking into account the type of injuries that are likely to occur on site, the nature of activities performed and the number of employees on site, the Contractor shall ensure that the first aid box contain suitable first aid equipment which includes at least the minimum contents as listed on Annexure 1 of General Safety Regulation (GSR).

16.3.4 The Service provider must ensure that trained / certificated first-aid personnel are appointed and be available on site at all times. The ratio of first aiders to employees shall be 1:50.

16.4 Asbestos Control

16.4.1 The Service provider shall inform the TFR Project Manager or TFR Contract Representative if during construction work asbestos or suspected asbestos containing material is found. Only Asbestos Approved Contractor can work on asbestos containing material.

16.5 Noise

16.5.1 The Service provider shall ensure that the requirements of the Noise Induced Hearing Loss Regulations are complied with.

16.5.2 Service provider shall ensure that machinery and equipment are operated at noise levels not exceeding an equivalent level of 85-dB (A) during normal working conditions.

16.5.3 Where the noise levels at the Operator position or to employees working in the vicinity exceed an equivalent level of 85-dB (A) during normal working conditions, the Service provider shall take appropriate measures to reduce such levels to an equivalent level of 85-dB (A). The use of Personal Protective Equipment (PPE) should be the last resort.

16.5.4 All employees exposed to noise must be trained on the effects of exposure, precautionary measures to be taken to prevent exposure and the correct use of PPE.

16.5.5 Noise zones must be demarcated as such.

16.6 Manual Handling

16.6.1 Service provider must reduce risk of injury due to manual handling by using mechanical assistance involving the use of mechanical aids to assist the manual handling operation. Mechanical aids such as hand-powered hydraulic hoists, specially adapted trolleys, hoist for lifting patients and roller conveyors can be used.

16.6.2 Service provider shall ensure all employees involved in manual handling are trained in good lifting techniques.

16.7 Weather precautions

16.7.1 In the event of adverse weather (high winds, flooding, storm surge, lightning etc) or other

conditions, the Service provider must institute precautionary measures to protect employees on site.

16.7.2 The Service provider shall take steps to prevent heat stroke, dehydration and exhaustion of employees as a result of exposure to excessive heat on site. Such steps may include employees taking regular brakes, consuming enough water, provision of sun brims for their hard hats and sun screen to protect them against sun burn.

16.7.3 The Service provider shall take steps to prevent hypothermia or dangerous overcooling of the body as a result of exposure to cold temperatures.

17 Incidents/Occurrences

17.1 All incidents referred to in Regulation 9 of General Administration Regulations of the OHS Act involving the contractor and his subcontractor on TFR premises, shall be reported to the TFR Contract Representative and Department of Labour as prescribed by the OHS Act.

17.2 TFR must be forwarded with a copy of a report of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the contractor, his subcontractor, any person or machinery under his control on TFR premises.

17.3 TFR Contract Representative must be informed of the above incidents/occurrences before the end of shift when the incident/occurrence occurred.

17.4 Service provider Service provider shall make available its employees to attend as witnesses when required so by TFR during an investigation into any incident where TFR believes the said contractor employees were witnesses or may assist in the investigation.

17.5 The Service provider shall make available to TFR any documents required to assist in their investigation.

18. SHE Cost

18.1 The Service provider shall ensure that it has made adequate provision for the cost of health and safety measures in the tender offer.

18.1 The Service provider shall ensure that its subcontractors have made adequate provision for the cost of health and safety measures in the tender offer.

19. Personal Protective Equipment (PPE)

19.1 The Service provider shall ensure that all employees are provided with appropriate prescribed Personal Protective Equipment (PPE) free of charge (according to General Safety Regulations (2), suitable for the type of activities that the employees will perform.

19.2 Such PPE shall be approved by credible institution such as SABS, EN, or AN.

19.3 The Service provider shall manage the issuing of PPE and ensure that PPE is used at all times. Employees shall be trained in the proper use of PPE.

20. Emergency Evacuation Plan and Procedure

20.1 The Service provider must establish and implement an emergency evacuation plan to ensure that in the event of fire, explosion structural collapse etc. all staff is able to evacuate the area to a demarcated areas for the purpose and it must be used in collaboration with TFR emergency procedure .

20.2 The Service provider and its employees shall collaborate and adhere to TFR evacuation drills and requirements.

21. Access Control and Security

21.1 The Service provider shall, before commencing any work, obtain from the TFR Contract Representative/Technical Officer a Site Access Certificate as in Annexure 1 executed and signed by him, permitting and limiting access to the designated site or place of work by the Service provider.

21.2 The Service provider must assess the security risks and implement appropriate measures. All contractors are to strictly adhere to all security requirements on the premises.

21.4 The Service provider in collaboration with the TFR representative will ensure that proper access control is in place and functional at all times onto and out of the site. A form of access control will be issued to Service provider employees who have been inducted and submitted copies of ID documents or work permits (where required).

21.5 Access Permits should be carried by a contract employee at all time when on site. Access Permits shall be produced at the point of entry / gate.

21.8 Service provider shall ascertain from TFR Contract Representative/Technical Officer the correct route along with their employees may proceed when coming on or going off shift and direct their employees accordingly.

22. Management of Subcontractors

22.1 The Service provider is directly responsible for the actions of his contractors/sub-contractors.

22.2 The Service provider will also be responsible for initiating any remedial action (recovery plan) that may be necessary to ensure that the contractor complies with all requirements.

22.3 The Service provider shall provide any contractor who is making a bid or appointed to perform construction work, with the relevant sections of the documented SHE specification, who would in turn provide a SHE plan for approval.

22.4 The Service provider shall carry out inspection/audits on the contractor/subcontractor to ensure that their SHE plan is being implemented and maintained and submit audit report to TFR Representative.

22.5 The Service provider shall stop any contractor/subcontractor from executing construction work which poses a threat to the safety and health of persons or the environment.

22.6 The Service provider shall ensure that the sub-contractors appointed have the necessary competencies and resources to perform the work safely.

22.7 The Service provider will be required to submit 37(2) mandatory agreement between the Service provider and subcontractor to the TFR Contract Representative.

23. Environmental Management

23. 1 Before commencement with any of the services to be rendered to TFR, the Service provider shall make available all personnel who will be working on the specified contract to be given environmental induction training. All Contractor employees arriving on the site shall attend such induction.

23.2 The Service provider hall adhere to all instructions issued by TFR contract representative in promotion of environmental management and legal compliance.

23.3 The Service provider shall ensure that his or her employees are aware of the procedures to be followed when dealing with spills and leaks, which shall include notifying the relevant authorities and TFR as required in terms of National Environmental Management Act (NEMA), 1998 and National Water Act (NWA), 1998. The Service provider shall ensure that all necessary material and equipment required for use during clean – up/rehabilitation of spills and leaks are available on site at all times. Treatment, remediation and/or rehabilitation of contaminated areas shall be undertaken to the reasonable satisfaction of the TFR Environmental Control Officer or relevant Environmental Specialist.

23.4 The Service provider must notify the TFR Contract representative immediately of any pollution incident. An incident record system shall be maintained on site for inspection by TFR and relevant authorities.

23.5 All vehicles and equipment's shall be kept in good working condition. All leaking equipment's shall be repaired immediately or removed from site. All vehicles and equipment shall be maintained and not emit excessive noise.

23.6 Transportation, handling and storage of all substances classified as hazardous must comply with the provisions of the Hazardous Substances Act, 15 of 1973, relevant Regulations and SANS Codes.

24. Operational Safety

24.1 National Railway Safety Regulator Act / Railway Safety

24.1.1 The Service provider shall ensure that its equipment, machinery and employees when on TFR premises complies fully with all applicable railway safety requirements and/or regulations of the National Safety Regulator Act 16 of 2002 and the relevant SANS Codes of Practice.

24.2 Vehicle Safety

With respect to vehicles, Service provider must ensure that:

24.2.1 They are of an acceptable design and construction, are maintained in a good working order and are used in accordance with their design and the intention for which they were designed

24.2.2 Are operated by a person who-has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate such vehicle and mobile plant;

24.2.3 Are operated by a person who has a medical certificate of fitness to operate those vehicle and mobile plant, issued by an occupational health practitioner;

24.2.4 Vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried. No employees will be allowed to be transported at the back of LDV's / bakkies unless it is provided with a seat and safety belt and further that the risk assessment has indicated it to be a low risk.

24.2.5 Vehicles are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;

24.2.6 Vehicles must be inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the construction vehicle or mobile plant.

24.2.7 Tools, material and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees.

24.2.8 Those working or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.

24.3 Housekeeping and general safeguarding on construction sites

24.3.1 Service provider must ensure that suitable housekeeping is continuously implemented on each site

24.3.2 The Service provider must ensure proper storage of materials and equipment and the removal of scrap, waste and debris at appropriate intervals.

24.3.3 The Service provider must ensure that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways.

24.3.4 The Service provider must ensure that materials which are no longer required for use do not accumulate on and are removed from the site at appropriate intervals.

24.4 Hazardous Chemical Substances (HCS)

24.4.1 The Service provider must ensure that all employees exposed to hazardous chemicals are trained on the potential source of exposure, potential risk to health caused by exposure and measures to be taken by the contractor and employees against any risk of exposure.

24.4.2 HCS risk assessment to be conducted and where it indicates that any employee may be exposed, the contractor shall ensure that monitoring is carried out in terms of regulation 6 and 7 of the Hazardous Chemical Substances Regulations.

24.4.3 Employees exposed to hazardous substances shall be under medical surveillance

24.4.4 Material safety data sheet for all chemicals used to be available onsite and proof of communication to all users be kept.

24.5 Stacking and Storage

24.5.1 The Service provider shall ensure that a competent person is appointed in writing with the duty of supervising all stacking and storage of material.

24.5.2 Adequate storage areas are provided, demarcated as storage areas and are kept neat and under control.

24.6 Fire Precautions

24.6.1 The Service provider must ensure that all appropriate measures are taken to avoid the risk of fire.

24.6.2 Sufficient and suitable storage is provided for flammable liquids, solids and Gases.

24.6.4 In confined spaces and other places in which flammable gases, vapours or dust can cause danger only suitably protected electrical installations and equipment, including portable lights, are used, there are no flames or similar means of ignition and adequate ventilation is provided

24.6.5 Combustible materials do not accumulate, oily rags, waste and other substances liable to ignite are without delay removed to a safe place.

24.6.9 Sufficient number of employees are trained in the use of fire extinguishing Equipment.

24.6.10 there is an effective evacuation plan providing for all persons to be evacuated Speedily without panic.

24.6.11 Where appropriate, suitable visual signs are provided to clearly indicate the Escape routes in the case of a fire and the means of escape is kept clear at all times.

24.7 Fall Protection Plan

24.7.1 In the event of the risk and hazard identification, as required in terms of clause 14 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;

24.7.2 The Service provider shall implement, maintain and monitor the fall protection plan for the duration of the contract. The Service provider shall also take such steps to ensure the continued adherence to the fall protection plan.

24.7.3 The fall protection plan shall include:-

(a) a risk assessment of all work carried out from an elevated position;

(b) the procedures and methods to address all the identified risks per location;

(c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;

(d) the training of employees working from elevated positions;

(e) rescue plan; and

(f) the procedure addressing the inspection, testing and maintenance of all fall protection equipment

24.8 SHE Signage (Symbolic Safety Signs) on plant and in buildings

24.8.1 The Service provider employees shall comply with all SHE signage posted at various locations of TFR sites.

24.8.2 The service provider must provide 'wet floor signage" when working at all times.

24.9 Electrical Equipment

The Service provider must ensure that:

24.9.1 Implementation and compliance with Electrical Installation Regulations, Electrical Machinery Regulations and regulation 24 of the Construction Regulations and OH&S Act.

24.9.2 All electrical installations, machinery and electrical work is performed in compliance with TFR Electrical Safety Instructions.

24.9.3 Connections are not made to any power supply without the prior written approval of the TFR Contract Representative.

24.9.4 All electrical machines and appliances provided by the Service provider r for his own use on the Site are in a serviceable condition.

24.9.5 Power tools used on the Site are protected by residual current devices approved by TFR Contract Representative and are double insulated.

24.9.6 All extension cords, portable tools and electrical plant supplied at a voltage above 32 volts are inspected, tested and tagged by a Licensed Electrician at regular monthly intervals. Details of inspections and tests are kept in Log Books available for inspection by the TFR Contract Representative or any other authorised Officer of TFR.

24.9.7 All electrical installations are inspected by the TFR Contract Representative (or his nominee) to ensure that the installation complies with the Statutory Regulations applicable to the site and TFR Electrical Safety Instructions. Any installations deemed unsatisfactory by the TFR Contract Representative should be removed by the Contractor at his expense.

24.9.8 Portable lights have adequate stability and are fitted with a mechanical guard to protect the lamp. Temporary festoon lighting is of the 'double insulated' type and is supported at least 2.5m above the floor, if possible. Hand lamps are of the 'all insulated' type.

24.9.9 All temporary light fittings are supplied from more than one final sub-circuit, with the supply from a residual current device, extra low voltage source or an isolating transformer.

24.9.10 The Service provider must obtain approval from the TFR Contract Representative before any of his employees or Sub-contractors commence work within three (3) metres of conductor rails or high tension wires, or where there is a possibility of equipment coming close to and/or touching a power source, and must provide suitable protective insulating barriers. For the erection of scaffolding, the distance is five (5) metres.

24.911 Only authorised persons may enter Electrical Contactor Houses, Motor Rooms, Switch Rooms, Control Rooms or Cable Ducts. Should the Contractor require entering such places to carry out work,

he must first obtain permission from the TFR Contract Representative and obtain a valid Permit to Work.

24.9.12 The Service provider employees required to enter such electrical spaces "authorised persons", with the names entered in the TFR Authorised Persons Register, after receiving approval from the TFR Electrical Officer, or they are accompanied by an authorised person who must supervise the placement of Danger Tags and Out-of-Service Tags, as well as Electrical Isolation Permit.

24.9.13 Electrical equipment supply cabling distribution boards, fixed lighting and portable appliances, extension leads, welding machines, compressors, pumps and hand portable tools are inspected on a monthly basis and also by the user daily before use.

24.9.14 Such monthly inspection(s) are to be performed by an appropriately qualified Electrician.

24.9.15 Service provider working on, over, under, or adjacent to railway lines and near high voltage equipment shall comply with the TFR E7/1 Specification for Works On, Over, Under or Adjacent to Railway Lines and Near High Voltage Equipment.

25. Confidentiality

25.1 The Service provider must, at all times, consider all data or information given to him or that is required in connection with the work of the Company, as confidential and not makes unauthorized use of it.

25.2 He/she must ensure that such data or information is not given to any non-employee of the contractor without written consent of the TFR Project Manager.

25.3 The Service provider shall be aware of the confidentiality of the mentioned information and is c ompelled to treat it accordingly.

25 .4 the contractor must provide adequate physical protection for any confidential documents, etc., which were obtained from Transnet in connection with the contract work as well as any copies made thereof. If any documents or sketches are lost TFR must be notified immediately

Attachment 1.14.1: APPOINTMENT & ACCEPTANCE: PERSON RESPONSIBLE TO PERFORM CLEANING DUTIES

APPOINTMENT & ACCEPTANCE: PERSON RESPONSIBLE TO PERFORM CLEANING DUTIES

You, _____ are responsible for the cleaning of offices, buildings, etc., as laid down in the cleaning program.

_____ _____
SHE. S. 6 DATE

ACCEPTANCE OF APPOINTMENT

I, _____ accept the appointment at _____

_____
SIGNATURE:

_____
DESIGNATION:

_____
DATE:

Attachment 1.14.2: CLEANER TRAINING REGISTER

CLEANER TRAINING REGISTER

DEPOT: _____

DATE: _____

The following people have been sensitised in the use of cleaning materials according to the specifications of the manufacturers.

NAME	EMPLOYEE NUMBER	SIGNATURE

TRAINING RECEIVED FROM: _____

SUPERVISOR

ANNEXURE 2

SERVICE PROVIDERS MONTHLY SHE REPORT

For Month/Year		**Name of Contractor**	
Name of Project			
Project Number	**Date of Commencement**	**Date of Completion**	

Number of employees	Man-hours worked this Month	Cumulative (Project duration man-hours)	Man-hours Since last Lost Time Incident (LTI)	DIFR

1. Details of SHE Incidents

Incident	This Month	Cumulative(Project duration)	Short description of major/ significant incidents and preventative action taken
Number of fatalities			
Number of disabling incidents			
Number of Medical Treatment Cases			
Number of first aid Cases			
Number of near miss incidents			
Motor vehicle incidents			
Number of environmental incidents			
Positive substance abuse incidents			
Substandard Act/ Conditions observed			
Legal violations observed			

2. Details of SHE Meetings

Date	No of participants	Major SHE Concerns	Action taken

3. Details of Audits/Inspections

Date	Area / Facility	Findings/Recommendations	Action taken

5. Details of any SHE Promotional activities for the month

Date	Activity	Remarks

6. Safety Communication

Month	Number of Safety talks held	Remarks

Attach separate sheets for further or other details

....
Name of Contractor Representative Signature Date

ANNEXURE D

STANDARD RFQ TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET

A Supplier/Service Provider shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). A Quotation submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business. A material deviation from the Standard Terms and Conditions could result in disqualification of a Quotation.

1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [**Terms** and each **Term**] and Transnet's purchase order(s) [**Order** or **Orders**] represent the only conditions upon which Transnet SOC Ltd [**Transnet**] procures goods [**the Goods**] or services [**the Services**] specified in the Order from the person to whom the Order is addressed [**the Supplier/Service Provider**]. Transnet does not accept any other conditions which the Supplier/Service Provider may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

2 CONFORMITY WITH ORDER

An Order shall only be valid if it is reduced to writing and issued by a duly delegated official. Goods/Services shall conform strictly with the Order. The Supplier/Service Provider shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier/Service Provider warrants that the Goods/Services shall be fit for their purpose and of satisfactory quality.

3 DELIVERY AND TITLE

3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's/Service Provider's obligations under the Order.

3.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.

3.3 If on delivery, the Goods/Services do not conform to the Order, Transnet may reject the Goods/Services and the Supplier/Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Goods/Services at the Supplier's/Service Provider's expense within the specified delivery times, without any liability due by Transnet.

4 PRICE AND PAYMENT

4.1 Prices specified in an Order cannot be increased. Payment for the Goods/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and

month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.

4.2 Payment of the Supplier's/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

5 PROPRIETARY RIGHTS LIABILITY

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Goods/Services or any written material provided to Transnet relating to any Goods/Services or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier/Service Provider hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier/Service Provider following a design or process originated and furnished by Transnet. The Supplier/Service Provider shall either

a) procure for Transnet the right to continue using the infringing Goods; or

b) modify or replace the Goods/Services so that they become non-infringing,

provided that in both cases the Goods/Services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier/Service Provider may remove, with Transnet's prior written consent, such Goods/Services and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier/Service Provider shall have no liability in respect of any continued use of the infringing Goods/Services after Supplier's/Service Provider's prior written request to remove the same.

6 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier/Service Provider and any information relating to Transnet's business which may have come into the Supplier's/Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Service Provider as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier/Service Provider shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

7 PUBLICITY

The Supplier/Service Provider shall not name Transnet or use its trademarks, service marks [whether registered or not] or Goods in connection with any publicity without Transnet's prior written consent.

8 TERMINATION OF ORDER

8.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Supplier/Service Provider or the Supplier/Service Provider commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier/Service Provider when such work on the Order shall stop.

8.2 Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.

8.3 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.

8.4 If the Goods or Services are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Goods or any damage caused due to the failure or delay in the delivery.

9 ACCESS

The Supplier/Service Provider shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's/Service Provider's employees. The Supplier/Service Provider shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

10 WARRANTY

The Service Provider warrants that it is competent to supply the Services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Goods/Services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to *[inter alia]* the supply, Services in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier/Service Provider hereby indemnifies Transnet against all losses,

liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

11 INSOLVENCY

If the Supplier/Service Provider shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier/Service Provider compounds with its creditors or passes a resolution for the writing up or administration of the Supplier/Service Provider, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

12 ASSIGNMENT

The Supplier/Service Provider shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

13 NOTICES

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

14 LAW

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier/Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier/Service Provider does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

15 GENERAL

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 5, 6, 7, 8, 9, 12 and **Error! Reference source not found.**6. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

16 COUNTERPARTS

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

17 DATABASE OF RESTRICTED SUPPLIERS

17.1 All the stipulations on 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.

17.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet and other organs of state for a specified period. On completion of the blacklisting process, the blacklisted entity's details will be placed on National Treasury's Database of Restricted Suppliers for the specified period of exclusion.

17.3 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.

17.4 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.

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

17.6 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 Goods or Services 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.

17.7 Transnet recognizes that trust and good faith are pivotal to its relationship with its suppliers. When a dispute arises between Transnet and its supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

a) Vexatious proceedings. These are frivolous proceedings which have been instituted without proper grounds;

b) Perjury. Where a supplier commits perjury either in giving evidence or on affidavit;

c) Scurrilous allegations. Where a supplier makes allegations regarding a senior Transnet employee which are without a proper foundation, scandalous, abusive or defamatory.

d) Abuse of court process. When a supplier abuses the court process in order to gain a competitive advantage during a bid process.

17.8 Where any person or Enterprise has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 Years, such person/Enterprise may also be blacklisted. Serious breaches of the law would include but are not limited to corruption, fraud, theft, extortion, or contraventions of the Competition Act 89 of 1998 (e.g. collusive tendering). This process excludes minor convictions such as traffic offences or personal disagreements between parties which have no bearing on the business operations of the person or Enterprise.

17.9 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 Register of Tender Defaulters.

17.10 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.

17.11 Any person or enterprise or company against whom a decision to blacklist has been taken, may make representations to the Chief Financial Officer of Transnet SOC Ltd, whose decision shall be final.