



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-ESS-20579

**FOR THE PROVISION OF: SUPPLY OF WAITERS, CHEFS/COOKSAT ESSELENPARK
CAMPUS AND INYANDA HOUSE 2 CANTEENS FOR THE
PERIOD OF 03 MONTHS WITH AN OPTION OF EXTENSION**

FOR DELIVERY TO: ESSELENPARK CAMPUS AND INYANDA HOUSE 2 CANTEENS

COMPULSORY BRIEFING SESSION

TIME : 10h00 am
DATE : 26 JANUARY 2016
VENUE : ESSELENPARK CAMPUS (MAIN KITCHEN)

ISSUE DATE: 19 JANUARY 2016
CLOSING DATE: 02 FEBRUARY 2016
CLOSING TIME: 10:00 am

**NB: ON CLOSING DATE PLEASE SUBMIT TWO (2) DOCUMENTS ORIGINAL & COPY
IN ONE ENVELOPE IT MUST BE INSCRIBED ON THE OUTSIDE WITH THE TENDER
NUMBER AND THE CLOSING DATE.**

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

Section 1 NOTICE TO BIDDERS

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

METHOD: [post /or courier]
CLOSING VENUE: [The Secretary, Transnet Freight Rail, Acquisition Council, Tender Box on the Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown]

1 Responses to RFQ

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

2 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 legal business enterprises who share these same values. As described in more detail in the attached B-BBEE Claim Form Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

The value of this bid is estimated to be exceed R1 000 000 (all applicable taxes included) and therefore the **90/10** system shall be applicable.

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

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

3 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: ALEX BALOYI **Email:** Alex.Baloyi@transnet.net
Telephone: 011 584 1425

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

Telephone: 011-544-9486 **Email:** Prudence.Nkabinde@transnet.net



4 **Legal Compliance**

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

5 **Changes to Quotations**

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

6 **Pricing**

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

7 **Prices Subject to Confirmation**

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

8 **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.

9 **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 ; or
- Make no award at all.

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract.

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

Transnet reserves the right to conduct Post Tender Negotiations (PTN) with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's discretion, any evaluation criteria listed in the RFQ document.

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.



Transnet reserves the right to lower the threshold for Technical from **100 %** to **70%** if no Bidders pass the predetermined minimum threshold.

10 SPECIFICATION/SCOPE OF WORK

Due to the nature of the catering requirements, Transnet Freight Rail (Real Estate Management) requires the services of dedicated and Registered Labour Broker to provide Waiters, chefs/ cooks and on-site manager at Esselenpark Campus and Inyanda House 2 Canteen in Park Town for the period of three months with the option of extension

Scope of Work Document for Tender:

Chefs and Waiters Services for Transnet Freight Rail Real Estate Management at Esselenpark Campus And Inyanda House 2 Canteen



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"PREVIEW COPY ONLY"

1 Executive Summary

Esselenpark Campus provides training to school of rail and school of security learners. Learners are accommodated at the campus seven days a week and the restaurants serves breakfast, lunch and dinner seven days a week, the numbers varies according to the occupancy level. These learners are away from their homes and natural environment and as such, the wellbeing of the learners is very important to the business, we expect a high standard of meals and associated service to boost the morale of learners while at Esselenpark Campus. Esselenpark Campus also hosts daily conferences and occasional events to high level delegates. Inyanda House2 Canteen is situated at Park Town Johannesburg, it services mainly all Transnet Employees from Inyanda House 1, 2, 3 and 4 based at Park Town. The canteen operates 5 x 7 days a week from Monday to Friday, serving mainly breakfast and lunch to employees

1.0 Schedule of Quantities of Chefs and Waiters Contract:

1.1 Nature of Service

Hospitality and catering but not limited to the following principles:

Skilled Chefs and Waiters

- ❖ Catering Services at kitchens, restaurants, conference and events venues
- ❖ Food preparation and Service
- ❖ Snack and Beverage Service
- ❖ Preparation of Conference and Events areas and rendering of service for Events and Conferencing as required

1.2 Ensuring that Health and Safety is adhered to at all times. Providing professional service as per Real Estate Management at Esselenpark Campus and Inyanda House2 Canteen.

1.3 Personnel Requirements

- ❖ Personnel employed in terms of the Labour Broker must be in possession of accredited qualification as stipulated below.

Chefs

- ❖ Chefs must be in possession of a SAQA accredited Certificate or City & Guilds Certificate or South African Chefs Association certificate in Cookery

Waiters

- ❖ Waiters must be in possession of SAQA accredited Certificate in Food and Beverage Service

Manager

- ❖ On side manager must be in possession of Certificate or Diploma in Hospitality Management from SAQA accredited institution
- ❖ Staff compliment will change continually according to demand and occupancy levels

- ❖ The contractor must be able/ responsible to provide complete uniform to all his/her employees according to their work requirements as required by Real Estate Management.
- ❖ All Chefs must have an appropriate set of knives and other chef's tools available at all times whilst on duty, which are to be provided/supplied by the contractor
- ❖ All waiters' /Barmen must have a corkscrew, pen and order book, which are to be provide/supplied by the contractor.

1.4 Hours of Work

- ❖ Conference and Events working hours will depend on the nature of the booking and the breakdown and setup thereof
- ❖ The labour broker shall be confined to operational hours required by Transnet Freight Rail, Real Estate Management
- ❖ The working hours on the table below is a guide and this might change Refer:- (1.6 and 1.7 working hours)

1.5 Change and Extra Additions

- ❖ The request for service from the labour broker may change at any time in as far as extras / additional / alterations of numbers, etc. are concerned.
- ❖ The labour broker shall be expected to be open for such short notices due to operational request and respond on a positive manner to ensure the service is delivered at an expected level.
- ❖ These short notice changes will be dealt with as variation orders and is expected that due process is followed with regards to the financial aspects.
- ❖ The rates quoted in the schedule of rates and when labour is required and shall form basis as far as may be reasonable of such agreement.

1.6 As- And – When Labour Request Forms

The labour broker must first request the above forms before providing staffing as requested.

This means a requisition form must be completed prior to contractor providing staff.

No requisition shall be completed after the service has been rendered.

The forms must include:-

- ❖ Number of staff required and the venue thereof where staff will be utilised
- ❖ Duration of request
- ❖ Total hours required per person
- ❖ Managers signature

1.7 Working Hours

The envisaged staff compliment and working hours for weekdays (22 days per month) for each area as follows;

Facility / Outlet	Total Monthly Rate per Unit (exclusive)			
	Early Shift (05h00-14h00)	A Cost per Month	Late Shift (11h00-20h00)	B Cost per Month
RESTAURANTS ESSELENPARK				
• Manager	1		1	
• Chefs/Cooks	8		3	
• Waiters	6		4	
CONFERENCING AND EVENTS				
• Waiters	2			
PARK TOWN- CANTEEN				
• Chefs/Cooks	2			
TOTAL A				

1.8 Rates

Quotation of applicable labour rates at which Transnet will be invoiced for service rendered:

Overtime and hours worked on Sundays and Public holidays, will be paid as per payroll rules which are as follows:

- ❖ 45 hours compressed working week
- ❖ Overtime paid at 1.5 over 45hours per week
- ❖ Public holiday paid at double time
- ❖ Sunday time paid at 1.5 rates
- ❖ Night time allowance means work performed from 18h00 and before 06h00 the next day.
- ❖ Contract staff will not be paid bonuses by Real Estate Management, it is the contractors responsibility to pay his/her staff bonuses

1.9 Inventory Control

Breakages

- ❖ Breakages must be reported and evidence must be given to Transnet Freight Rail Management representative the time of incident must be recorded on the breakage spread Sheet.
- ❖ Failure to report the breakages will result in the labour broker having to replace the broken items at the current value.

Loss of Equipment

- ❖ Labour broker will be held responsible for the replacement of equipment due to negligence of their employees

Inventory Management

- ❖ The labour broker will help assist in a monthly inventory control of operational equipment.

2.0 Specific Conditions of Chefs and Waiters:

This document draws special attention to the unique specifications of the contract. In the event of a conflict, the provisions of the specific conditions of contract shall prevail.

2.1 Introduction

- ❖ Esselenpark Campus is a training centre for Transnet Freight Rail's School of Rail and School of Security.
- ❖ Transnet Freight Rail, Real Estate Management, Hospitality Department is a supporting structure responsible for the daily management of restaurants, Kitchens, Conferences and Events around Esselenpark Campus.
- ❖ Inyanda House 2 Canteen at park Town is a Canteen facility offering meals to Transnet employees based at Inyanda 1, 2, 3 and 4 at Park Town Johannesburg

2.2 Scope

- ❖ Transnet Freight Rail requires the services of Registered Labour broker to provide /supply skilled hospitality staff ;(chefs and Waiters) for Real Estate Management Hospitality Department at Esselenpark Campus and Inyanda House2 Canteen at Park town

2.3 Areas

- ❖ Areas are per scope and schedule of quantities

2.4 Quantities

- ❖ Quantities will be per unit (Labour broker staff) per hour
- ❖ Unit price will be amount to perform the specific task per hour or per area

2.5 Management

- ❖ The labour broker shall exercise management of his staff at all times whilst on duty.

- ❖ A suitable mandated on site manager who will respect the tender and contract requirements, must be well trained and knowledgeable in hospitality environment.
- ❖ He must have the ability to instruct, manage and advise workers on the premises.
- ❖ Such manager shall be expected to be on the premises all day every day and shall report and where possible remedy any faults, irregularities or any other conditions which affect the daily operation of the contract.
- ❖ The manager shall conduct weekly inspections on site after which such manager shall submit a detail written report to Real Estate Management reflecting faults, deterioration, irregularities, deviation and specific tasks which may be required from time to time.
- ❖ It will be expected that the on site manager handle all contractual issues with the view of resolving them issues.

2.6 Labour

All personnel employed on the premises by the labour broker shall be identified with Transnet Freight Rail security Manager, Supervisor or personnel on the premises, and shall conform to any security related stipulations of the said body.

This is to maintain access control and security levels to ensure safety of employees and clients alike.

Staff compliments as reflected in the schedule of quantities are indicative of expected requirements and can vary according to prevailing factors.

Alternative numbers may be offered but such must not impede the levels of service expected by Transnet

2.7 Motor Vehicles

The labour broker shall provide Real Estate Management at Esselenpark with list of motor vehicles used by the contractor.

This list shall be kept current at all times.

2.8 Rights

Transnet Freight Rail reserves the right to include or exclude any part of the contract.

Amendments to the contract will be by agreement and appropriate adjustment with the contractor.

2.9 Payment

- ❖ The standard payment terms of Transnet Freight Rail are to effect payment with thirty days from the receipt of the month end statement.
- ❖ The labour broker/ Tenderer is deemed to be able to absorb the financial implications of the delay between invoice and payment

2.10 Invoicing

- ❖ The labour broker will be required to submit a monthly invoice for the work done including a copy of time sheets and the approved requests form. It is also incumbent upon the Labour broker to ensure the request matches the invoice in terms of both staffing / total hours per person and rand value.

2.11 Escalation

Escalation shall not be permitted and negotiated for the duration of this contract

2.12 Termination of Contract

Should the labour broker be grossly inefficient or negligent in the carrying out of the contract or he/she fails to fulfil any term/s or conditions of the contract, the company shall have the right to declare contract cancelled and to revoke any safeguard / penalties in favour of Transnet Freight Rail.

2.13 Restaurant, Conference and Events Areas

The labour broker shall provide the service in these areas on an AS- And – When Basis in accordance with demand and shall operate within the provisions of the scope and scheduled quantities.

2.14 Acts to Comply by Labour Broker

The Tenderer/labour broker must observe and ensure compliance with all requirements and obligations as set out in Labour Legislation of South Africa, inter alia, the following:-

- ❖ Employment Equity Act, 55 of 1998(EEA)
- ❖ Basic Condition of Employment Act, 75 of 1997(BCEA)
- ❖ Labour Relations of Employment Act, 1995(LRA)
- ❖ Occupational Health and Safety Act, 75 of 1993(OHSA) and
- ❖ Compensation for Occupational Injuries and Diseases Act No 130 of (COIDA)
- ❖ The Tenderer/ labour broker must comply with all labour acts especially the provisions of section 189 (4) of LRA plus basic condition of Employment Act, 1997(No working of double shifts etc.) AND Any Amendments to the above acts.

2.15 Expected company Ethics

- ❖ The company must be committed to a Policy of fair dealings and integrity in the conduct of its business and it must do business honestly, fairly and legally.
- ❖ Possible fraudulent, corrupt, and unethical behaviour in the company such as divulging confidential business information, stealing company property, misuse of company assets, dishonesty, collusion between employees and sensitive issues like sexual harassment, must be dealt with effectively.

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

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RFQ for the Provision of SUPPLY OF WAITERS, CHEFS/COOKSAT ESSELENPARK CAMPUS AND INYANDA HOUSE 2 CANTEENS FOR THE PERIOD OF 03 MONTHS WITH AN OPTION OF EXTENSION

RFQ FOR THE PROVISION: SUPPLY OF WAITERS, CHEFS/COOKSAT ESSELENPARK CAMPUS AND INYANDA HOUSE 2 CANTEENS FOR THE PERIOD OF 03 MONTHS WITH AN OPTION OF EXTENSION

CLOSING VENUE: Tender Box on the Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown

CLOSING DATE & TIME: 02 FEBRUARY 2016 & 10H00am

VALIDITY PERIOD: 90 Business Days

SECTION 2

EVALUATION CRITERIA AND RETURNABLE DOCUMENTS

1 Evaluation Criteria

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

Criterion/Criteria	Explanation
Administrative responsiveness	<p>Completeness of response and returnable documents</p> <ul style="list-style-type: none"> All Returnable
Substantive responsiveness(mandatory)	<p>Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.</p> <ul style="list-style-type: none"> Compliance to specification Clause by Clause Professional Cookery Certificate from SAQA accredited Institution or City and Guilds certificate or South African Chefs association Certificate for all Chefs/Cooks SAQA accredited Certificate in Food and Beverage Service for all Waiters SAQA accredited certificate or Diploma in Hospitality management-for on site manager <p>NB:FAILURE TO SUBMIT THE ABOVE MENTION MANDATORY DOCUMENTS WILL RESULT IN DISQUALIFICATION</p>
Final weighted evaluation based on 90/10 preference point	<ul style="list-style-type: none"> Pricing and price basis [firm] B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.

2 Validity Period

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

This RFQ is valid until **2016.JUNE 07**.

RFQ for the Provision of SUPPLY OF WAITERS, CHEFS/COOKSAT ESSELENPARK CAMPUS AND INYANDA HOUSE 2 CANTEENS FOR THE PERIOD OF 03 MONTHS WITH AN OPTION OF EXTENSION

3 Disclosure of Prices Quoted

Respondents must indicate here whether Transnet may disclose their quoted prices and conditions to other Respondents:

YES NO

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	

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

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

Essential Returnable Documents	Submitted [Yes or No]
SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Form	

RFQ for the Provision of SUPPLY OF WAITERS, CHEFS/COOKSAT ESSELENPARK CAMPUS AND INYANDA HOUSE 2 CANTEENS FOR THE PERIOD OF 03 MONTHS WITH AN OPTION OF EXTENSION

Essential Returnable Documents	Submitted [Yes or No]
- Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE A – B-BBEE Preference Points Claim Form	

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.

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Respondent's Signature

Date & Company Stamp

RFQ for the Provision of SUPPLY OF WAITERS, CHEFS/COOKS AT ESSELENPARK CAMPUS AND INYANDA HOUSE 2 CANTEENS FOR THE PERIOD OF 03 MONTHS WITH AN OPTION OF EXTENSION

**SECTION 3
QUOTATION FORM**

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.

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Respondent's Signature

Date & Company Stamp

RFQ for the Provision of SUPPLY OF WAITERS, CHEFS/COOKSAT ESSELENPARK CAMPUS AND INYANDA HOUSE 2 CANTEENS FOR THE PERIOD OF 03 MONTHS WITH AN OPTION OF EXTENSION

Price Schedule

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

Quotation of applicable labour rates at which Transnet Freight Rail will be invoiced for services Rendered:

Restaurants, Conferencing & Events	Hourly Rate	RATES TABLE			
		Weekdays (refer to above table for 22 days)	Normal Overtime & Sunday time	Public Holidays	Night Shift allowance
Manager					
Chefs					
Waiters					
Barmen					

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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.

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.

By signing this Quotation Form the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar, and agrees, with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof, including but not limited

Respondent's Signature

Date & Company Stamp

RFQ for the Provision of SUPPLY OF WAITERS, CHEFS/COOKSAT ESSELENPARK CAMPUS AND INYANDA HOUSE 2 CANTEENS FOR THE PERIOD OF 03 MONTHS WITH AN OPTION OF EXTENSION

to the documents stated below and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise:

1. Specifications and drawings included in this RFQ - if applicable; and
2. The following documents all of which are available on Transnet’s website or upon request:
 - 2.1. General Bid Conditions;
 - 2.2. Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
 - 2.3. Supplier Integrity Pact;
 - 2.4. Non-disclosure Agreement; and
 - 2.5. Vendor Application Form and all supporting documents (first time vendors only)

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

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

In the Yes/No column above, please confirm that all the information e.g. company address and contact details, banking details etc. are still correct as at the time of allocation of the vendor number(s). Alternatively, Respondents are required to provide the updated information with their bid submission.

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: _____

RFQ for the Provision of SUPPLY OF WAITERS, CHEFS/COOKS AT ESSELENPARK CAMPUS AND INYANDA HOUSE 2 CANTEENS FOR THE PERIOD OF 03 MONTHS WITH AN OPTION OF EXTENSION

SECTION 4

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:

Respondent's Signature

Date & Company Stamp

RFQ for the Provision of SUPPLY OF WAITERS, CHEFS/COOKSAT ESSELENPARK CAMPUS AND INYANDA HOUSE 2 CANTEENS FOR THE PERIOD OF 03 MONTHS WITH AN OPTION OF EXTENSION

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.

When 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____

RFQ for the Provision of SUPPLY OF WAITERS, CHEFS/COOKSAT ESSELENPARK CAMPUS AND INYANDA HOUSE 2 CANTEENS FOR THE PERIOD OF 03 MONTHS WITH AN OPTION OF EXTENSION

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

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ANNEXURE A: B-BBEE PREFERENCE POINTS CLAIM FORM

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

1. INTRODUCTION

- 1.1 A total of 10 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] or an Accounting Officer as contemplated in the Close Corporation Act [CCA] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2. GENERAL DEFINITIONS

- 2.1 "**all applicable taxes**" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "**B-BBEE status of contributor**" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "**Bid**" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 "**consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "**contract**" means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 "**EME**" means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11

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October 2013 in terms of Government Gazette No. 36928;

- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations and includes all applicable taxes and excise duties;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"Trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.

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

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

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

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

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

4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.

4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.

4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided

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it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as QSEs must comply with all the elements of B-BBEE for the purposes of measurement. QSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 A person will not be awarded points for B-BBEE status level if it is indicated in the Bid documents that such a Bidder intends subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.12 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.13 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

5. B-BBEE STATUS AND SUBCONTRACTING

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

B-BBEE Status Level of Contributor _____ = _____ [maximum of 10 points]

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

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5.2 Subcontracting:

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

If YES, indicate:

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

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]
 - Partnership/Joint Venture/Consortium
 - One person business/sole proprietorship
 - Close Corporations
 - Company (Pty) Ltd
- (v) Describe Principal Business Activities

.....

.....
- (vi) Company Classification [TICK APPLICABLE BOX]
 - Manufacturer
 - Supplier
 - Professional Service Provider
 - Other Service Providers, e.g Transporter, etc
- (vii) Total number of years the company/firm has been in business.....

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BID DECLARATION

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

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:

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- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
- (e) Forward the matter for criminal prosecution.

WITNESSES:

- 1.
- 2.

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME:

ADDRESS:.....

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SECTION 5

RFQ NUMBER CRAC-ESS-20579

RFQ SITE MEETING

A COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING VENUE:

Venue : ESSELENPARK
Time : 10 H00
Date : 26 TUESDAY 2016

The briefing session and site inspection meeting are compulsory and companies not attending will be overlooked during the tender awarding process.

2.1 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

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3. VERY IMPORTANT

ANY TENDERER NOT ATTENDING THE INFORMATION MEETING WILL AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDING PROCESS

RFQ for the Provision of SUPPLY OF WAITERS, CHEFS/COOKSAT ESSELENPARK CAMPUS AND INYANDA HOUSE 2 CANTEENS FOR THE PERIOD OF 03 MONTHS WITH AN OPTION OF EXTENSION

SECTION 6

RFQ NUMBER CRAC-ESS-20579

RFQ SITE

STATEMENT OF COMPLIANCE WITH THE REQUIREMENTS OF THE SCOPE OF WORK

I, _____ (insert name of Director or as per Authority Resolution from Board of Directors)

of _____ (insert name of Company)

hereby acknowledges having read, understood and agree to the requirements of the scope of work described in this tender document and at the compulsory tender briefing meeting.

Signed this _____ on _____ day _____ at _____

Signature _____

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RFQ for the Provision of SUPPLY OF WAITERS, CHEFS/COOKS AT ESSELENPARK CAMPUS AND INYANDA HOUSE 2 CANTEENS FOR THE PERIOD OF 03 MONTHS WITH AN OPTION OF EXTENSION

SECTION 7

Tenderer SHE Management System Questionnaire

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

TFR may verify the accuracy of this information (where necessary) during the physical visit as part of the tender evaluation.

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

Respondent's Signature

Date & Company Stamp

RFQ for the Provision of SUPPLY OF WAITERS, CHEFS/COOKSAT ESSELENPARK CAMPUS AND INYANDA HOUSE 2 CANTEENS FOR THE PERIOD OF 03 MONTHS WITH AN OPTION OF EXTENSION

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

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6. SHE Performance Monitoring		
- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents? - If yes provide details		
- Are employees regularly provided with information on company health and safety performance? - If yes provide details		
Is company registered with workmen’s compensation and up to date? - If yes provide proof of letter of good standing		
- Has the company been fined or convicted of an occupational health and safety offence? - If yes provide details		

Safety Performance Report

Monthly DIFR for previous months

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

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

Signed