

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-JHB-23473

FOR THE PROVISION OF : **CLEANING AT HEIDELBERG FOR 24 MONTHS**

FOR DELIVERY TO : **HEIDELBERG**

ISSUE DATE : **27 FEBRUARY 2017**

BRIEFING DATE : **07 MARCH 2017**

BRIEFING VENUE : **1 VILJOEN STREET, HEIDELBERG AT 10:00 A.M**

CLOSING DATE : **14 MARCH 2017**

CLOSING TIME : **10:00 A.M**

VALIDITY PERIOD : **31 JULY 2017**

FOR SITE CONTACT : **JOHANNA NGABI - 083 842 2479**

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 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 FOR CLEANING AT HEIDELBERG FOR 24 MONTHS
BID FEE AND BANKING DETAILS	<p>R250.00 [inclusive of VAT] per set. Payment is to be made as follows:</p> <p>Account Name : Transnet Freight Rail Account : Standard Bank Account number : 203158598 Branch code : 004805</p> <p>NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the RFP documents and submitted thereafter with your Proposal.</p>
INSPECT / COLLECT DOCUMENTS FROM	<p>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</p> <p>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 27 February 2017 until 06 March 2017.</p> <p>This RFQ may be picked up from the following address: RECEPTION, TENDER ADVICE CENTRE, INYANDA HOUSE 1, GROUND FLOOR, 21 WELLINGTON ROAD, PARKTOWN, JOHANNESBURG</p>
COMPULSORY/NON COMPULSORY BRIEFING SESSION	<p>A compulsory pre-proposal site meeting and RFQ briefing will be conducted at 1 Viljoen Street, Heidelberg on the 07 March 2017, at 10:00 A.M 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.</p> <p>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 and RFQ briefing.</p> <p>1.2 Respondents failing to attend the compulsory site meeting and RFQ briefing will be disqualified.</p>
CLOSING DATE	<p>10:00 A.M on Tuesday 14 MARCH 2017</p> <p>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.</p> <p>As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.</p>
VALIDITY PERIOD	<p>90 Business Days from Closing Date. End of validity period: 31 July 2017</p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.</p>
SPECIAL CONDITIONS	<p>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 06 March 2017 by sending an email with their contact details to the following address: <u>Anthony.Erasmus@transnet.net</u> or</p>

	<p>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.</p> <p>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.</p>
--	---

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 exceed R1 000 000 (all applicable taxes included); and therefore the **90/10** 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 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.
- **Transnet reserves the right to lower the Technical threshold for Technical from 60% to 50%, if no bidders pass the predetermined threshold in respect to Technical.**

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. The objective criteria Transnet intends to apply in this bid process is: 90/10.

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.

11 Specification/Scope of Work

Provision of cleaning service

Specification for the provision of cleaning service for a period of 24 months

1. Background

Transnet Freight Rail requires the services of a cleaning service provider for the provision of good quality cleaning service

The scope of works includes cleaning of building's internal floors, ablutions, kitchens, external surroundings, deep cleaning, vacuuming and other cleaning-related and complementary services.

The Service provider shall provide all necessary machinery, tools and materials for the proper cleaning of above mentioned areas and execution of the work. Such machinery and materials shall be of a high standard, appropriately maintained and suitable for use within the Buildings.

The Service provider shall ensure that the OHS Act and any other relevant legislative prescripts, policies and procedures are observed, and shall ensure that all cleaning functions and activities are carried out in a compliant manner.

2. Service requirements

2.1 General service requirement

- 2.1.1 The Service provider is duly required to ensure the neat appearance of TFR buildings at all times. Effectiveness of manual cleaning depends on the worker, therefore Transnet requires all personnel to be appropriately trained in the cleaning competencies needed for the service that they provide.
- 2.1.2 The Selected bidder shall conduct proper training and induction of cleaning requirements to ensure personnel are well-trained in all areas they service.
- 2.1.3 The Service provider shall provide suitable equipment, protective clothing and training on proper use of chemicals, to ensure appropriate safety and wellness measures are taken to protect his employees and those of Transnet.
- 2.1.4 The minimum requirements and frequency of intervention are as illustrated in the schedule.

- 2.1.5 The Selected bidder’s cleaning programme must demonstrate fair distribution of the work-load; ensuring that each and every person is productive.
- 2.1.6 Situations of over-utilisation and under-utilisation of staff i.e. where person has either too much or too little work to do, must be addressed as soon reported through an improved service programme with more efficient use of all personnel and fair model of work allocation.
- 2.1.7 This contract requires hands-on supervision with each Supervisor being aware of the contribution of their personnel. The Supervisor must be able to competence gaps, and ensure the personnel receive the required training.
- 2.1.8 Service concerns and areas of development will also from part of the Supervisor’s responsibilities to ensure personnel are developed and given the right support.
- 2.1.9 The bidder shall meet the minimum capacity requirements for resources i.e. plant, machinery and personnel.
- 2.1.10 The Service provider shall take cognisance that cleaning service is regarded as an essential service and shall therefore ensure the continuity of service in the event of employees’ absenteeism, sickness or any form of leave, during industrial action or any other service interruptive actions.
- 2.1.11 Duties and responsibilities assigned to personnel must be well balanced in the allocated working area.
- 2.1.12 The Service provider shall consider and adopt industry cleaning standards and norms where personnel are kept up to date with new developments, cost saving initiatives are institutionalised, appropriate benchmarks for cleaning in terms of type of cleaning required, frequency of such cleaning, correct cleaning methods that not damage surfaces and upholsteries are used and correct chemicals and equipment are at all times used.
- 2.1.13 Working hours are between 07h00 and 15h00 weekdays Monday to Friday and on weekends where required. Working hours exclude public holidays.
- 2.1.14 Transnet shall monitor the cleaning activities to ensure adherence to the agreement.

2.2 Personnel requirements

- 2.2.1 The average personnel requirements are as indicate in Table A below. Figures are indicative staff compliment based on historic service level requirements and are therefore intended to serve as minimum requirement.
- 2.2.2 Bidder is expected to allocate as a minimum the number of personnel stipulated in the schedule to the contract.
- 2.2.3 The Successful Bidder shall deploy the total number of personnel contracted for to site, daily for the total number of designated hours for entire duration of the contract. Not at any point shall there be less staff than was agreed.

Table 1 Personnel requirements

Total staff	4 cleaners 1 supervisor
-------------	----------------------------

- 2.2.4 The contractor shall bear sole responsibility for the recruitment, training, and provision of uniform, remuneration and engagement with cleaning personnel whatsoever is required for the provision cleaning services.
- 2.2.5 The Successful Bidder shall provide to Transnet within 7 days of appointment, the identity of all staff allocated to the contract, specifying whether they are employed on a permanent or temporary basis and furthermore supply copies of identification documents for each individual.
- 2.2.6 Transnet prefer low supervisor to personnel ration to avoid Supervisors being overwhelmed by the large number of employees to supervise.
- 2.2.7 There must be good coordination and communication between supervisors and their subordinate, and teams must be efficiently managed.

2.3 **Cleaning personnel**

- 2.3.1 Cleaners should be observant, keen, alert, efficient, willing and pleasant; and adequately trained to guarantee a high cleaning standard.
- 2.3.2 Personnel shall at all times be neatly dressed in identifiable uniform.
- 2.3.3 The Successful Bidder is encouraged to retain their staff for total duration of the contract, however in the event of staff replacement; the Contractor shall inform Transnet in writing immediately prior to the replacement of any staff and submit identification of the new appointee(s).
- 2.3.4 The Service provider shall immediately substitute any staff found to be absent for whatever reason in order to ensure continued of service, refer to clause 2.4.
- 2.3.5 Personnel shall report maintenance matters, faults, and health and safety concerns to their supervisor for attention. Supervisors must follow up and escalate maintenance issues to Property Management.

2.4 **Relief staff**

- 2.4.1 The Service provider is responsible for providing a continuous service to Transnet. If a cleaner is ill, away or on leave, it is the Contractor's responsibility to ensure that the service is still provided, as such shall make alternative arrangements.
- 2.4.2 The contractor is expected to have bank of temporary relief staff as contingency to absenteeism.
- 2.4.3 The Site Manager shall be responsible for the proper arrangement of substitute staff and such person shall be on site for total working hours for the total days for which they are required.
- 2.4.4 In case of emergency or unplanned leave, the Site Manager shall be allowed until 09h00 to have the substitute staff on site.

2.5 **The Supervisor**

- 2.5.1 The Supervisor, who has sound knowledge and experience in supervising cleaning works for high quality buildings, shall effectively supervise cleaning personnel and all daily operations at the Contractor's own cost.
- 2.5.2 Such supervisor shall be on the premises daily to report and where possible remedy any faults or irregularities which may affect daily operation.
- 2.5.3 The Supervisor must escalate all faults, health and safety concerns and maintenance issues reported by personnel to Property Management.

- 2.5.4 The onsite Supervisor must be trained and understand the contract requirements so they can translate the requirements into tasks that a cleaning person can handle and execute in a timely manner.
- 2.5.5 The Supervisor must furthermore ensure the balance of activities between personnel, working time, equipment and supplies required to execute the tasks.
- 2.5.6 The supervisor shall draw-up daily work schedules for staff under their management.
- 2.5.7 The Supervisor shall ensure relevant personnel are registered in the work schedules including areas to which they are assigned.
- 2.5.8 Supervisor shall ensure the monitoring schedule is displayed on rest room doors and shall be responsible for the management and sign off of the schedule during hourly rounds.
- 2.5.9 The Supervisor shall keep accurate records of attendance of staff and work schedules. These records must be made available to Transnet Property Management when required.
- 2.5.10 The Supervisor shall perform daily walk-about and evaluation of all cleaning operations for areas under their supervision.
- 2.5.11 The onsite Supervisor must be able to conduct a work orientation of the service personnel are to provide in areas of the buildings.
- 2.5.12 The Supervisor must be able to train personnel. This would include on the job training and facilitation of personnel to ensure they understand the layout of their run, the time allotted for each task, equipment and chemicals utilised and their proper and safe use.
- 2.5.13 The Supervisor must ensure balanced and even distribution of equipment and consumables between personnel.
- 2.5.14 The onsite Supervisor must have sufficient soft skills to engage personnel, building manager/s and Transnet employees who may have need of his/her time and attention.
- 2.5.15 People skills, basic math, training ability and scheduling are few of the skill sets required of competent Supervisor assigned to this contract.
- 2.5.16 A well-motivated supervisor shall go a long way in providing good service to Transnet and its employees.

2.6 **Site Manager/Customer Service Manager**

- 2.6.1 The Service provider shall appoint a Site Manager/Customer Service Manager to the contract.
- 2.6.2 The Manager shall have the experience and competence to address contractual and service problems, provide guidance to supervisors and personnel alike, remedy situations that arise and present feedback to Transnet Property Manager as required.
- 2.6.3 Transnet representative shall direct all communication to Manager of their delegated person regarding any service and contract related matters and the onus shall rest with the Manager to communicate further to Supervisors and cleaning staff and/or remedy the situation as the situation may require.

3. Training

- 3.1 Training shall be given to the staff and be exposed to mentoring and coaching.
- 3.2 Staff shall be afforded the opportunity to be upskilled and developed during the course of the contract.
- 3.3 The bidder shall provide a comprehensive training plan on formal and on the job training various skills and modules.
- 3.4 The selected bidder is expected to conduct refresher training for personnel, assess skill gaps and developmental needs and provide the needed training to personnel.

4. Site File

- 4.1 The appointed service provider is required to provide a Transnet specific Site File which will include all statutory and management information and documents such as:
- OHS Policy and Procedures;
 - Safe works Procedures;
 - Risk Assessments Procedures;
 - Department of Labour documents e.g. COIDA, UIF and etc.
- 4.2 The Service provider will be required to provide a comprehensive site file within 30 days after appointment.
- 4.3 The service provider will conduct a site assessment and to update, if required, any of its standard procedures as listed above, to suit any Transnet specific site requirements.

5. Orientation sessions

- 5.1 Orientation sessions will be conducted annually by the Property Manager for the newly appointed Service provider and staff.
- 5.2 Newly appointed staff will be orientated if there is staff turnover during the contract period. However, the selected bidder is encouraged to retain their staff for total duration of the contract and a plan on how this will be achieved should be submitted.

6. Meetings

- 6.1 Monthly meetings shall be held between Property Management, Contract manager/Site manager to discuss the contract and service. Minutes of these must be kept in the Site file and be made available to Property Management on request.
- 6.2 Emergency meetings may be held in urgent and emergency situations.
- 6.3 The Service provider shall hold monthly meetings with personnel to discuss among other things hygiene and cleanliness, Occupational Health and Safety, skills and development, training etc.

7. General service requirements

- 7.1 The Contractor shall provide and promote good customer service
- 7.2 Display openness and transparency
- 7.3 Utilise protective clothing in all cleaning functions as appropriate
- 7.4 Ensure timeous cleaning of venues before and after events
- 7.5 Display signage all times in areas where cleaning personnel are working.
- 7.6 Cleaning during emergencies:
- In the event of an emergency, cleaning service must only be conducted as soon as it is deemed safe to do so.
 - In the event of flooding, emergency cleaning must be undertaken within 24 hours or as soon as deemed safe.
- 7.7 Contractor's staff are prohibited from taking in their possession any objects property of Transnet irrespective of size or value.

8. Equipment

- 8.1 The service Provider shall supply all equipment and tools required to render the daily cleaning service.
- 8.2 Maintenance of equipment shall be responsibility of the Service Provider and all costs associated with maintenance of equipment shall be borne by him.
- 8.3 The Service Provider shall ensure that defective equipment is either be replaced or repaired as the case may require, within 24 hours from the time that such defective equipment is reported by personnel or Transnet Freight Rail Property Management.

Equipment list	
Low noise industrial vacuum cleaners	
Mops/mop caddy	
Floor machines and burnishers	
Mop bucket and wringer	
Pressure washer	
Mops and pads	microfiber
Wet/dry mop	
Janitorial trolleys	
Cleaning caddy	
Buckets	Single and double bucket
Ladders	Long & short
Industrial cleaner	
High pressure cleaner	
Industrials scrubbing machine with buffing accessories	
Colour coded cleaning cloths	Microfiber (3 per cleaner)
Brooms	Hard and soft brooms
Extension cord	
Caution/hazard sign	
Toilet brushes	
General purpose/ Heavy duty elbow-length gloves	
Spray bottle	
Dustpan and brush sets	
Feather duster	short and long
Plastic putty knife/soft scrub (to scrape soap scum)	
Scrubby sponge/ sponges	
Dish scrubber	
plunger	
Knee pads	
Flood pumper	
Squeegee	
Janitor's cart with heavy duty bag	

- 8.4 Great care must be taken to assure that brushes and equipment are cleaned to avoid cross-contamination
- 8.5 Cloths, mops and pads must be laundered after use and dried as necessary.
- 8.6 No dirty or foul smelling equipment shall be used.

9. Cleaning consumables

- 9.1 The contractor shall provide chemicals and materials which are not harmful to either persons or the environment.
- 9.2 Transnet has preferred products based of historic use. However their proposed use will not advantage the tenderer in any way.
- 9.3 Alternative products may be considered provided they are proven safe and desirable.
- 9.4 Such alternative products may be subject to Transnet prior approval, and samples may be required from shortlisted bidders when appropriate during the tender process.

List of consumables
Ammoniated cleaner
Ammonia stripper/ non ammoniated stripper
Liquid polish stripper
Heavy duty refuse bags
All Purpose cleaner (For removal of lime and urine deposits on toilet bowls. Thick. Highly foaming. Extremely acidic)
Toilet scrubber
Antiwax
General degreaser
Probiotic Cleaner
Floor emulsion polish and wax
Shoe covers
Disposable gloves
Deep cleaning liquid
Wood polish
Window cleaner
Dishwasher
Furniture Polish
Colour coding cloth
Mutton cloth
General disinfectant
Heavy duty soap
Neutral soap
Carpet cleaner/ shampoo
Paper towels and cleaning rags
Waste bags (to fit rubbish bins)
Air freshener

Antibacterial soap
Dish soap
Bleach
Anti-dust spray
Insecticides
Two ply toilet paper

10. Scope of service and schedule

- The Service provider shall render good quality service wherein proper equipment, biodegradable chemicals and material are used, well trained personnel and experienced supervisors provide the cleaning service and general expertise is applied in ensure a satisfactory service.
- Cleaning personnel shall have access to areas in the building as inducted by the Property manager. Personnel should be allowed to carry out their duties in these areas, unless a department requests differently.
- The confidentiality and sensitivity of some work areas must be considered; therefore reasonable arrangement must be made with Property management for access to these areas.
- It shall be the responsibility of related employees to ensure adherence to good governance and have all confidential documentation kept under lock and key.

10.1 Cleaning of floor types

10.1.1. Polished concrete floors

- Sweep clean of soil and dust – mop floor with wet mop in detergent solution – remove all excess water from surface with wringed mop.
- An approved floor wax may be applied where a highly polished finish is desirable.

10.1.2. Tiles

- Sweep clean of all dust – scrub with approved liquid detergent solution – wash down thoroughly with clean water – remove all excessive water from surface with clean cloth.
- An approved water emulsion polish may be applied to tile walls where a highly polished finish is desirable.

N.B. – Unsafe cleaning detergents that will eat away the concrete grouting surrounding the tiles must be avoided.

10.1.3. Terrazzo

- Sweep clean of all dust – scrub with approved liquid detergent solution – wash down thoroughly with clean water – remove all excess water from surface with clean cloth.
- An approved water emulsion polish may be applied to mosaic tile walls and dados where a highly polished finish is desirable.

N.B. – Avoid unsafe cleaning detergents, acids or other corrosive liquids that may eat the concrete matrix away from the marble chips.

10.1.4. White or Coloured Rubbed Granite

- Sweep clean of all dust – scrub with approved liquid detergent solution – wash down thoroughly with clean water and remove all excess water with clean cloth.

N.B. – Avoid the use of metal brushes or wire wool.

10.1.5. Marble

- Sweep clean of all dust – scrub with warm water and a non-caustic detergent. Wash down with clean water and remove all excessive water with clean cloth.
- The surface may be polished where a brilliant finish is desirable. As required, a non-slippery liquid wax may be applied onto marble finishes.

N.B. – Avoid the use of acid which is harmful to marble.

10.1.6. Thermo-Plastic (asphalt or Vinyl) Tiles

- Sweep clean of all dust – wash with a weak solution of approved liquid detergent, wash down thoroughly with clean water and dry with clean cloth.
- Apply a thin film of water emulsion Polymer type polish which is self-polishing and dries with a bright surface in about 20 minutes.
- After repeated applications of polish, a “build-up” old polish may occur – this may be removed by the use of an approved concentrated detergent cleanser of the appropriate type of stripping agent.

10.1.7. Quarry Tiles

- Sweep clean of all dust – scrub with an approved liquid detergent solution - wash down thoroughly with clean water and dry thoroughly with clean cloth.
- If a dust free surface is required a coat of spirit solvent wax can be applied.
- Allow drying out and when thoroughly dried buff to a brilliant finish preferably with a suitable polishing machine.

N.B. Do not use pigmented polishes without prior consent from the Manager.

10.1.8. Teak Block Floors

- Sweep clean of all dust – apply a film of spirit solvent wax (do not use water emulsion wax unless the floor has been thoroughly sealed), or, where the traffic density is high, natural paste wax.
- Allow the liquid polish time to harden. Buff daily with a suitable polishing machine.

10.1.9. Glazed Tiles

- Brush clean of all dust – scrub with an approved liquid detergent solution – wash down thoroughly with clean water and dry thoroughly with clean cloth.

N.B. – Each operator should clean, rinse and dry an area of about 1m² at one time. This allows time to rinse before the cleaning solution has had time to dry and cause streaks.

10.1.10. Linoleum

- As for Thermo-plastic Tiles.

N.B. – High quality paste wax and spirit solvent wax can be used if traffic conditions are heavy. They should be applied generously, allowed to dry thoroughly and then buffed to a brilliant finish using a suitable polishing machine.

10.1.11. Rubber Flooring

- Before waxing it is essential that the surface should be perfectly clean.
- Avoid excessive use of water as this might creep between the joints of the flooring and affect the adhesion of the rubber to the sub-floor.
- The best method of cleaning of the rubber floor is by means of a paste cleanser applied with a damp cloth.
- Thorough rinsing is essential, again a minimum amount of water should be used and the floor dried thoroughly with a clean cloth.
- Good quality bar or liquid soap can also be used but soft soaps with high alkalinity, liquids containing essential oils (e.g. turpentine and pine oil) and coarse abrasives should be avoided.
- When clean, the floor should be treated with an approved water emulsion Polymer type polish, which should be allowed to dry thoroughly before traffic is allowed to pass over it.

N.B. – Solvent based waxes should not be used on rubber floors. White spirit and other solvents such as petrol, benzine and paraffin attack rubber flooring causing it to become soft and sticky and “bleeding” of colours may occur.

10.1.12. Cork Flooring

- The floor should first be cleaned with a good quality neutral soap or detergent.
- A minimum amount of water should be used as excess water may seep between the tiles and loosen them from the floor.
- The floor should then be rinsed with clean water and thoroughly dried. Then dry steel wool (or gauze) may be used to remove stains and clean badly soiled areas.
- When dry, the floor should be sealed with either a polyurethane or oleo resinous seal. Such sealing is a specialized process and should not be attempted other than under experienced supervision.
- If the floor is not sealed, it then requires to treat the surface with several coats of high-grade polish or to fill up the pores. Over this base any polish including emulsions can be used. However, whatever polish is applied, it is to be stripped at regular intervals and followed by frequent maintenance detailed below.
- For subsequent maintenance, an occasional application of floor wax, either solvent bound or an emulsion polish will considerably extend the life of the seal and provide a better resistance to scuff marks.

10.1.13. Painted Surface (Oil)

- (i) Flat finish
 - Remove all surface dust with a soft brush, wipe down with damp cloth containing weak approved detergent solution. Wipe down with a clean damp cloth.
 - Persistent stains may be removed by the sparing use of a fine abrasive paste or powder.
- (ii) High gloss finishes
 - As above, but do not use any form of abrasive to remove stains.
 - The use of washing soda or any other highly alkaline material should also be avoided.
 - For a superior finish a high quality paste wax can be applied and buffed to the required finishes.

10.1.14. Stainless Steel

- To maintain the original bright and clean appearance, accumulation of deposit from the atmosphere must be prevented.

- Frequent careful washing with soap and water or an approved detergent solution will maintain appearance indefinitely.
- Avoid the use of abrasives and steel wool. Accumulated dirt may be removed by the use of nylon web pad.

10.1.15. Bronze Finishes

- Bright bronze must be kept free from dust during the process of toning down, so that the atmosphere may act on it evenly until the required colour is obtained. This action must then be checked and the surface preserved by building up on it (by frequent applications of wax polish) a coating of hard wax, impervious to moisture and easily polished.
- Chemically toned bronze requires the action of the atmosphere for a short time after fixing to "see" it to its permanent shade, during which it should be kept free from dust by occasionally cleaning with a little petrol. After which the surface should be protected in the same way as natural toned bronze.

N.B. – The usual kinds of metal polish, and oil such as paraffin, should on no account be used. An approved natural wax may be used. Apply with a cloth pad and allow to dry. When thoroughly dry buff to a brilliant finish.

10.1.16. Aluminium

- Thoroughly wash down with water containing non-alkaline soap or detergent and dry thoroughly with clean cloth. Accumulated dirt may be removed by the use of nylon pad. Occasional application of a wax polish may preserve an attractive appearance.

N.B. – Avoid the use of abrasive and steel wool.

11. Chrome Finishes

- Chrome finishes rarely require anything more than a rub down with a soft cloth, but to prevent pitting such finishes may be cleaned once a month with chrome cleaners.

11.1 Windows and blinds

- Blinds in offices to be deep cleaned twice a year;
- High windows to be cleaned four times a year;
- Window sills must be wiped clean of all dust daily;
- Window handles must be cleaned and polished with metallic polish once monthly;
- All ground and eye level windows (inside and outside) must be cleaned once monthly.

11.2 Doors

- All revolving / entrance glass doors must be cleaned daily;
- Office doors must be wiped clean of dust and dirt weekly;
- Door handles to be dusted and cleaned weekly.

11.3 Walls and surfaces

- Walls and surfaces must be wiped clean of all marks and dirt with a clean damp cloth, daily;
- High dusting of walls and corners to be done weekly;

- Low walls must be wiped off weekly;
- Washing of walls monthly using SABS approved cleaning detergents;
- Damp cleaning of doors, door frames and cupboard doors weekly.

11.4 **Restrooms and ablution facilities:**

- Restrooms and ablution facility floors must be cleaned daily;
- Walls and wall tiles cleaning of weekly
- Daily cleaning and disinfection of all toilets, urinals, basins and drains;
- Cleaning of restroom door handles, taps, and equipment must be done weekly;
- Mirrors must be cleaned weekly to a clear and shiny finish.

11.5 **Equipment and appliances**

- Cleaning and disinfection of domestic appliances with SABS approved cleaning materials daily.

11.6 **Workstations**

- Tables must be wiped clean twice weekly with clean damp cloth;
- Office machinery and utilities (telephones, photocopier machine, desktop, laptop etc.) must be dusted and wiped clean twice weekly

11.7 **Upholstery (suites, chairs, couches etc.)**

- Deep cleaning of upholstered furniture quarterly.

11.8 **Cleaning scope and schedule**

- Water/detergent solutions must be changed frequently and cleaning must be done with clean water solution.
- Soil must be removed from the equipment by scraping the surfaces or soft rubbing depending on surface type, and swept off prior to application of water solution.

Area	Cleaning function	Frequency
Offices, workstations, boardrooms and entertainment areas		
Office equipment, Photocopier Machines, Printers , Phones, handsets, computers/Laptops	Dust all equipment with microfiber cloth	Twice weekly
	Wipe clean with clean damp cloth	Twice weekly
Desk, tables, chairs	Dust clean with microfiber cloth	Twice weekly
	Wipe clean with clean damp cloth	Twice weekly
	Polish with furniture/wood polish	Twice weekly
Waste bins	Empty bins in morning and	Twice daily

	afternoon Wipe bins clean Disinfect with liquid disinfectant	Daily Daily
Floors	<Clean according to floor type>	Daily
Kitchen		
Appliances and kitchen equipment	Wash with liquid soap solution and wipe clean Wipe clean	Twice weekly Daily
Kitchen sink	Wash with liquid soap solution and wipe clean Disinfect with liquid disinfectant	Daily Daily
Floors	<Clean according to floor type>	Daily
Light fitting and switches	Wipe clean with damp cloth	Twice weekly
Furniture	Wipe clean with damp cloth Polish	Twice weekly Twice weekly
Cupboards and counters The cleaning of will take place at specific intervals during the day	Wipe clean with damp cloth Polish with furniture/wood polish	Twice weekly Weekly
Tea cups and utensils	Wash with warm water and liquid dishwasher Rinse and dry	Twice daily
Rest rooms and ablution facilities		
Ablutions must be cleaned fully once a day (in the morning) and spot cleaned in the afternoon. In a reception area or in high traffic areas ablutions must be fully cleaned twice daily.		
Toilet bowls	Wash the inside with soapy solution and toilet brush Wipe clean with clean damp cloth Sanitize	Twice daily
Urinals	Wash the inside with soapy solution and brush Wipe clean with clean damp cloth Sanitize	Twice daily
Hand basins	Wash with soapy solution and cloth Wipe clean with clean damp cloth Sanitize	Twice daily
Taps	Wash with soapy solution and cloth Wipe clean with clean damp cloth Sanitize	
Mirrors	Wipe clean with damp cloth and window cleaner	Daily

	dry with dry cloth Shine with cloth and window cleaner	
Floors	<Clean according to floor type>	Daily
Walls and wall tiles	Wipe with damp cloth Disinfect Spot clean	Daily When required
Doors, door frames and handles	Spot clean Wipe with damp cloth and polish	When required Weekly
Vanity tops	Clean with cloth and soapy solution Sanitise	Daily
Toilet equipment (paper dispensers, SHE Bins, waste bins, etc.)	Clean and wipe with damp cloth and disinfectant solution Disinfect	Weekly Weekly
Common rooms and areas (reception areas, entrance hall)		
Furniture	Dust Polish with furniture/wood polish Steam clean	Daily Weekly Quarterly
Upholstery	Dust Steam cleaning	Daily Quarterly
Stairwells and landings		
Handrails and fittings	Wipe clean with damp cloth sanitize	Weekly
Floors	Sweep clean of soil and dust Mop according to floor type	Twice weekly
Walkways and corridors		
Skirting tiles and boards	Wipe with semi dry cloth	Weekly
Corridors and walkways		
Floor area and skirting	Sweep and dust Damp mop and buff	Daily Weekly
Walls	Spot clean	Daily
Lifts		
Floors	Remove refuse and litter Damp clean	Daily Weekly
Doors	Wipe clean with disinfectant solution	Weekly
External area		
Parking area	Remove refuse and litter	Daily
Main entrance	Damp mop Polish	Weekly Weekly

Common facilities and amenities that require cleaning function:

Facility/amenity	Cleaning function	Frequency
------------------	-------------------	-----------

Waste bins		
All waste bins	Empty Wipe clean Disinfect	Twice daily Daily
Blinds		
Blinds	Dust clean Damp wipe Vacuum	Weekly Weekly Twice yearly
Curtains		
Curtain	Dust and fluff dust off	Weekly
Curtain rail	Dust clean Wipe with damp cloth	Monthly
Windows		
Interior windows	Wipe clean with damp cloth and window cleaner Dry and shine Wash thoroughly	Weekly Quarterly
Exterior windows	Wash thoroughly	Quarterly
Window sills	Dust clean Wipe with damp cloth Polish	Weekly
Window burglar proofing	Dust clean Wipe with damp cloth	Weekly Weekly
Doors		
Burglar gates	Dust clean Wipe with damp cloth	Weekly Weekly
Door handles	Wipe with damp cloth Polish	Weekly Weekly
Glass doors	Wipe clean with damp cloth and window cleaner Dry and shine	Weekly
Carpets		
Fitted carpets	Vacuum/dry cleaning Spot clean Steam clean	Weekly When required Quarterly
Loose mats	Vacuum Spot clean Steam clean	Weekly When required Quarterly
High and low surfaces		
Necessary safety precautions must be exercised when cleaning high lying areas		
High ledges/shelves	Dust clean	Once monthly

	Clean with semi dry cloth where required	
Low ledges, skirting boards	Dust clean Clean with semi dry cloth where required	Weekly Weekly
Walls		
All walls	Wash Spot clean Clean with damp cloth	Quarterly When required Weekly
Pot plant holder		
Pot plant holders	Spot clean	Weekly

11.9 Carpet shampooing/Dry cleansing to be done quarterly

- (i) Rotary brush method** – Dry vacuum the area first, then shampoo carpeting carefully with a good quality appropriately diluted liquid shampoo & to comply with the manufacturer’s instructions for operating the rotary machine. Use wet vacuum immediately to remove excessive water and slurry. After shampooing brush the carpet pile in the direction with a carpet pile brush and warn users not to walk on the carpet until it is completely dry. As a final operation, dry vacuum on the following day to remove any loose fluff and lint loosened by the refinishing process.
- (ii) Dry foam method** – Use a pile-lifting machine to run over the area first. A fully automatic dry-foam machine which converts the liquid shampoo & into a foaming fluffy solution will be operated (i) lay the fluffy solution, (ii) scrub with brushes in one pass and in one direction and immediately suck up the slurry.
- (iii) Steam extraction method** – Use a fully automatic steam machine to jet heated solution of appropriately mixed water and shampoo into the carpet under pressure in one pass and in one direction and remove all loosened dirt instantly by simultaneous vacuum action.

N.B. – Before cleaning carpets with any of the above methods, it is essential to clear the room of all light furniture and scrub a small area to check for colourfastness and backing wetness. Only skilled operators are allowed to carry out such carpet shampooing and great care must be taken to prevent shrinkage and over-wetting. A second pass may be necessary in heavily soiled areas.

11.10 Strip and seal

- a) Strip and seal should be done twice a year for vinyl and stone/ceramic floors.

Department	Asset no.	Description	Monday - Friday cleaning services
Operations	02MH054J	Hall	

	13552m ²		
Operations	11GB001J 13m ²	Mess & Ablution	
Operations	02BH153J 1844m ²	Complex	
Operations	02AH522J 3m ²	Toilet	
Operations	02MH023J 154m ²	Office	
Operations	02UH032J 18m ²	Porta camp	
Operations	02UH021J 404m ²	Porta camp	
Operations	02AH139J 44m ²	Office	
Operations	02AH150J	Mess & Ablution	
Operations	02PH062J 264m ²	Mess & Ablution	
Operations	02MH055J 361 m ²	Ware house	
Operations	02MB027J	Mess & Ablution	
Operations	02AH153J 84m ²	Staff office	
Operations	01FH000J 159.6m ²	Mess & Ablution	
Operations	02AH129J m ²	Toilet	
Operations	03LH033J m42 ²	CARPORT	
Operations	02MH038J 12m ²	store	
Operations	02NA025J 23m ²	igloo	
Operations	03LH003J 433m ²	CARPORT	
Operations	03LH006J 240m ²	CARPORT	
Operations	03LH54J 105m ²	CARPORT	
Operations	03LH052J 20664m ²	CARPORT	
Operations	02AH461J 108m ²	STORE SHELTER	
Operations	03LH051J 11774m ²	CARPORT	
Operations	02AH150J 7567m ²	Mess & Ablution	
Operations	02BH084J 119m ²	TELECOM OFFICE	
Operations	02BH085J 34m ²	GARAGE	
Operations	02MH033J 72m ²	STORE	
Operations	02NH058J 91m ²	Ware house	
Operations	05NH004J 0m ²	OIL SEPARATE	
Operations	02NH006J 22.8m ²	STORE	
Operations	02NH008J 22m ²	igloo	
Operations	02MB027 J 13m ²	Mess & Ablution	
Operations	02ZH005J 22.8m ²	hut	
Operations	02NH005J 22.8m ²	STORE	
Operations	03LH005J 125m ²	CARPORT	
Operations	03LH004J 14666m ²	CARPORT	
Operations	02UH021J 21m ²	Porta camp	

Operations	02PH061J 36m ²	STORE	
Operations	03LH007J 181m ²	CARPORT	
Operations	02MH041J 5m ²	HUT	
Operations	03FH025J 12m ²	STORE	
Operations	03MG009J 616m ²	CARPORT	
Operations	02AH109J 29m ²	store	
Operations	03GH015J 220.15m ²	SHELTER	
Operations	03GH039J 30m ²	STORE	
Operations	02MH039J 12m ²	STORE	
Operations	02NH057J 91m ²	STORE	
Operations	03RH011J 6.25m ²	paraffin store	
Operations	11aa017j 5.6m ²	hut	
Operations	02hn001j 120m ²	store	
Operations	02ah154j 28m ²	trolley shed	
Operations	03LH011J 120m ²	CARPORT	
Operations	02ah516j 159m ²	Ware house	
Operations	02bh038j 91m ²	store	
Operations	03ah120j 6m ²	lapa	
Operations	02ah00159j 238m ²	gar age and work shop	
Operations	03fh001J 4464m ²	store	
Operations	02ah515j 2331m ²	gas store	
Operations	02BH084J 119m ²	Mess & Ablution	

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.

15.1 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 authorise 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: _____.

15.2 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	: CLEANING SERVICES AT HEIDELBERG FOR 24 MONTHS
CLOSING VENUE	: INYANDA HOUSE 1, GROUND FLOOR, 21 WELLINGTON ROAD, PARKTOWN, JOHANNESBURG
CLOSING DATE & TIME	: 14 MARCH 2017 AT 10:00 A.M
VALIDITY PERIOD	: 31 JULY 2017

**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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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 • ANNEXURE C : SHE Management Questionnaire
Functionality Threshold	<p>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 60%. Transnet reserves the right to lower the Technical threshold to 50%, should all bidders not qualify.</p> <ul style="list-style-type: none"> • Bidder's Experience 20% • Bidder's Capacity 25% • Service Implementation Plan 35% • Occupational Health and Safety plan and requirements 20%
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 Section 6.

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	

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 60 % for Technical Criteria, Transnet reserves the right to lower the Technical threshold to 50%.

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

Technical Criteria	100 % Weightings
<p>1. Bidder's Experience 1.1 Bidder number of years in service 1.1.1 The bidder's previous relevant experience in the provision of cleaning 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.</p>	20%
<p>2. Bidder's Capacity 2.1 Resource allocation 2.1.1 Bidder planned resource allocation to deliver good quality Cleaning service and meet cleanliness standards Provide Cleaning service programme that includes (i) resource allocation plan of all personnel assigned to the contract (ii) Cleaning activities broken down into tasks and their frequency (iii) assignment of resources to the tasks; their roles and responsibilities 2.1.2 Supervisor experience in supervisory capacity for cleaning contracts Provide CV/s of Supervisor/s that indicate their number of years supervising cleaning contracts and detail of contracts supervised.</p>	25% 15% 10%
<p>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)</p>	20%
<p>4. Service implementation plan Provide documented Cleaning 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</p>	35%

Technical Criteria	100 % Weightings
<p>4.1.1</p> <p>(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</p> <p>(b) Measures to ensure service continuity includes but not limited to: (i) induction programme (ii) cleaning process and intervals (iii) register of cleaning service (iv) sourcing of consumables, machinery & equipment and timelines (v) maintenance and repairs of machinery & equipment in service</p> <p>(c) Employment and labour relations includes but not limited to: (i) employment process and management of employment (ii) remuneration and wage management (iii) management of absenteeism, misconduct, Insubordination and disciplinary process. (iv) labour disputes (v) employee retention plan, resignations and constructive dismissal (vi) record keeping</p> <p>(d) Training plan includes formal and on the job training on but not limited to: (i) Occupational Health & Safety (ii) cleaning processes (iii) hygiene and housekeeping (iv) supervisory skills and management</p>	
Total Weighting:	100%
Minimum qualifying score required:	60%

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.

ANNEXURE: A

**CLAUSE BY CLAUSE SPECIFICATION COMPLIANCE DECLARATION
 FOR THE PROVISION OF CLEANING SERVICES AT HEIDELBERG FOR 24 MONTHS.**

Bidders Are To Refer to The Specifications (page 5-22 of the RFQ) For Full Detailed Description for Provision of Cleaning Services at Heidelberg for 24 Months

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

NB: Please sign the bottom page of Clause by Clause Compliance Declaration.

2. SERVICE REQUIREMENTS:-	Comply	Do not comply
2.1. General Service Requirements:-		
2.1.1.		
2.1.2.		
2.1.3.		
2.1.4.		
2.1.5.		
2.1.6.		
2.1.7.		
2.1.8.		
2.1.9.		
2.1.10.		
2.1.11.		
2.1.12.		
2.1.13.		
2.1.14.		
2.2. Personnel Requirements:-		
2.2.1.		
2.2.2.		
2.2.3.		
2.2.4.		
2.2.5.		
2.2.6.		
2.2.7.		
2.3. Cleaning Personnel:-		
2.3.1.		
2.3.2.		
2.3.3.		
2.3.4.		
2.3.5.		

2.4. Relief Staff:-		
2.4.1.		
2.4.2.		
2.4.3.		
2.4.4.		
2.5 The Supervisor:-		
2.5.1.		
2.5.2.		
2.5.3.		
2.5.4.		
2.5.5.		
2.5.6.		
2.5.7.		
2.5.8.		
2.5.9.		
2.5.10.		
2.5.11.		
2.5.12.		
2.5.13.		
2.5.14.		
2.5.15.		
2.5.16.		
2.6. Site Manager/Customer Service Manager:-		
2.6.1.		
2.6.2.		
2.6.3.		
3. TRAINING:-		
3.1.		
3.2.		
3.3.		
4. SITE FILE:-		
4.1.		
4.2.		
4.3.		
5. ORIENTATION SESSIONS:-		
5.1.		
5.2.		
5.3.		
6. MEETINGS:-		
6.1.		
6.2.		
6.3.		
7. GENERAL SERVICE REQUIREMENTS:-		
7.1.		
7.2.		

7.3.		
7.4.		
7.5.		
7.6.		
7.7.		
8. EQUIPMENT:-		
8.1.		
8.2.		
8.3.		
8.4.		
8.5.		
8.6.		
9. CLEANING CONSUMABLES:-		
9.1.		
9.2.		
9.3.		
9.4.		
SCOPE OF SERVICE AND SCHEDULE:-		
10.1.1. Cleaning of Floor Types:-		
10.1.2. Windows and Blinds:-		
10.1.3. Terrazzo:-		
10.1.4. White or Coloured Rubbed Granite:-		
10.1.5. Marble:-		
10.1.6. Thermo-Plastic (Asphalt or Vinyl) Tiles:-		
10.1.7. Quarry Tiles:-		
10.1.8. Teak Block Floors:-		
10.1.9. Glazed Tiles:-		
10.1.10. Linoleum:-		
10.1.11. Rubber Floor:-		
10.1.12. Cork Floor:-		
10.1.13. Painted Surface:-		
10.1.14. Stainless Steel:-		
10.1.15. Bronze Finishes:-		
10.1.16. Aluminium:-		
11. CHROME FINISHES:-		
11.1. Window and Blinds:-		
11.2. Doors:-		
11.3. Walls and Surfaces:-		
11.4. Restrooms and Ablution Facilities:-		
11.5. Equipment and Appliances:-		
11.6. Workstation:-		
11.7. Upholstery (suites, chairs, couches, etc.):-		
11.8. Cleaning Scope and Schedule:-		
11.9. Carpet Shampooing/Dry Cleaning to be done Quarterly:-		
11.10. Strip and Seal		

ANNEXURE B

Approximately Four (05) 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	5	R 22 006.35

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**

Appendix III

Example of an Affidavit or Solemn Declaration as to EME B-BBEE Status

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- The enterprise is _____ % black youth owned;
- The enterprise is _____ % black disabled owned;
- Based on the management accounts and other information available for the _____ financial year, the income did not exceed R10, 000,000.00 (ten million rand).

Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

100% black owned	Level One (135% B-BBEE procurement recognition) More than 51% black	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition) Less than 51% black	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of the dti Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

 Commissioner of Oaths
 Signature & stamp

Appendix IV

Example of an Affidavit or Solemn Declaration as to QSE B-BBEE Status

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- The enterprise is _____ % black youth owned;
- The enterprise is _____ % black disabled owned;
- Based on the management accounts and other information available for the _____ financial year, the income did not exceed R50,000,000.00 (fifty million rand);
- The entity is an empowering supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) of the dti Codes of Good Practice. **(Tick appropriate box in table below).**

(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%		(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and / or packaging		(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities			

Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	

- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
- The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

 Commissioner of Oaths
 Signature & stamp

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 Master Agreement;
- 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:

Department	Asset no.	Description	Monday - Friday cleaning services	Price Per asset per month	Price Per Asset For Year 1	Total Price per Asset For 24 Months	Price Per Asset For Year 2 Including Escalation
Operations	02MH054J 13552m ²	Hall					
Operations	11GB001J 13m ²	Mess & Ablution					
Operations	02BH153J 1844m ²	Complex					
Operations	02AH522J 3m ²	Toilet					
Operations	02MH023J 154m ²	Office					
Operations	02UH032J 18m ²	Porta camp					
Operations	02UH021J 404m ²	Porta camp					
Operations	02AH139J 44m ²	Office					
Operations	02AH150J	Mess & Ablution					
Operations	02PH062J 264m ²	Mess & Ablution					
Operations	02MH055J 361 m ²	Ware house					
Operations	02MB027J	Mess & Ablution					
Operations	02AH153J 84m ²	Staff office					
Operations	01FH000J 159.6m ²	Mess & Ablution					
Operations	02AH129J m ²	Toilet					
Operations	03LH033J m42 ²	CARPORT					
Operations	02MH038J 12m ²	store					
Operations	02NA025J 23m ²	igloo					
Operations	03LH003J 433m ²	CARPORT					
Operations	03LH006J 240m ²	CARPORT					
Operations	03LH54J 105m ²	CARPORT					
Operations	03LH052J 20664m ²	CARPORT					
Operations	02AH461J 108m ²	STORE SHELTER					
Operations	03LH051J 11774m ²	CARPORT					
Operations	02AH150J 7567m ²	Mess & Ablution					

Respondent's Signature

Date & Company Stamp

Operations	02BH084J 119m ²	TELECOM OFFICE				
Operations	02BH085J 34m ²	GARAGE				
Operations	02MH033J 72m ²	STORE				
Operations	02NH058J 91m ²	Ware house				
Operations	05NH004J 0m ²	OIL SEPARATE				
Operations	02NH006J 22.8m ²	STORE				
Operations	02NH008J 22m ²	igloo				
Operations	02MB027 J 13m ²	Mess & Ablution				
Operations	02ZH005J 22.8m ²	hut				
Operations	02NH005J 22.8m ²	STORE				
Operations	03LH005J 125m ²	CARPORT				
Operations	03LH004J 14666m ²	CARPORT				
Operations	02UH021J 21m ²	Porta camp				
Operations	02PH061J 36m ²	STORE				
Operations	03LH007J 181m ²	CARPORT				
Operations	02MH041J 5m ²	HUT				
Operations	03FH025J 12m ²	STORE				
Operations	03MG009J 616m ²	CARPORT				
Operations	02AH109J 29m ²	store				
Operations	03GH015J 220.15m ²	SHELTER				
Operations	03GH039J 30m ²	STORE				
Operations	02MH039J 12m ²	STORE				
Operations	02NH057J 91m ²	STORE				
Operations	03RH011J 6.25m ²	paraffin store				
Operations	11aa017j 5.6m ²	hut				
Operations	02hn001j 120m ²	store				
Operations	02ah154j 28m ²	trolley shed				
Operations	03LH011J 120m ²	CARPORT				
Operations	02ah516j 159m ²	Ware house				
Operations	02bh038j 91m ²	store				
Operations	03ah120j 6m ²	lapa				
Operations	02ah00159j 238m ²	gar age and work shop				

Respondent's Signature

Date & Company Stamp

Operations	03fH001J 4464m ²	store				
Operations	02ah515j 2331m ²	gas store				
Operations	02BH084J 119m ²	Mess & Ablution				

1. Total Price for Year One (01) R _____

2. Total Price for Year two (02) R _____

3. GRAND TOTAL FOR THE PERIOD OF 24 MONTHS *EXCLUDING VAT* (Total tender Amount) R _____

4. GRAND TOTAL FOR THE PERIOD OF 24 MONTHS *INCLUDING VAT* (Total tender Amount) R _____

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.

Respondent's Signature

Date & Company Stamp

Total Price for Assets Year One (01)	R
Total Price for Employee Salaries, Consumables, Equipment, Chemicals, Uniforms, Safety Clothing, Training, admin & Other Costs for Year (01)	R
Total Price for Assets Year two (02)	R
Total Price for Employee Salaries, Consumables, Equipment, Chemicals, Uniforms, Safety Clothing, Training, Admin & Other Costs for Year (02)	R
Grand Total For 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 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 Cleaners required Five (05)

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: _____

Respondent's Signature

Date & Company Stamp

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 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the **90/10** 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	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
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 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

90/10

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{min} = 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 (90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
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: . =(maximum of 10 or 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-JHB-23473

PROVISION OF CLEANING SERVICES AT HEIDELBERG

RFQ SITE MEETING

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

Venue : 01 Viljoen Street, Heidelberg.

Time : 10H00

Date : 07 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: Johanna Ngabi (083 842 2479)

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 AWARDDING PROCESS

ANNEXTURE: 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. Tenderer's will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. The tenderer warrants that the information provided below is accurate and correct. **TFR may verify the accuracy of this information during the physical visit as part of the tender evaluation.**

The information provided in this questionnaire is an accurate summary of the company's occupational health and safety management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
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		
<p>- Is a record maintained of all training and induction programs undertaken for employees in your company?</p> <p>- If yes provide examples of safety training records</p>		
7. Health and Safety Plan (SHE Plan) Are the following arrangements included and adequately addressed in the Health and Safety Plan:		
<p>- Are SHE responsibilities clearly identified for all levels of Management and employees?</p> <p>- If yes provide details</p>		
<p>- Are Risk Assessments conducted and appropriate techniques used?</p> <p>- If yes provide details or copy of procedure</p>		
<p>- Are safe operating procedures or specific safety instructions relevant to its operations available?</p> <p>- If yes provide a summary listing of procedures or instructions</p>		
<p>- Description on how health and safety training is conducted in your company:</p> <p>-If yes provide details</p>		
<p>- Health and safety inspections at worksites undertaken?</p> <p>-If yes provide details</p>		
<p>- Health and Safety Communication i.e Safety talks, incident recalls?</p> <p>- If yes provide details</p>		
<p>- Workplace SHE Committee?</p> <p>- If yes provide details</p>		
<p>- Appointment of SHE Representatives?</p> <p>- If yes provide details</p>		
<p>- SHE Incident Reporting and Investigation?</p> <p>- If yes provide details</p>		
<p>- Provision of Personal Protective Equipment (PPE)?</p> <p>- If yes provide details</p>		
<p>- Emergency Planning?</p> <p>- If yes provide details</p>		
<p>- Fall Protection?</p>		

- 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 manhours worked for the period

=====
Signed
(Tenderer)

ANNEXURE D
STANDARD RFQ TERMS AND CONDITIONS FOR THE
SUPPLY OF SERVICES TO TRANSNET

A 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 services [**the Services**] specified in the Order from the person to whom the Order is addressed [**the 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. Services shall conform strictly with the Order. The 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 Service Provider warrants that the 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 Service Provider's obligations under the Order.

3.2 The 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 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 Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.

3.3 If on delivery, the Services do not conform to the Order, Transnet may reject the Services and the Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Services at the 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 Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.

- 4.2 Payment of the 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 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 Services or any written material provided to Transnet relating to any 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 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 Service Provider following a design or process originated and furnished by Transnet. The Service Provider shall either

- a) procure for Transnet the right to continue using the infringing Goods; or
- b) modify or replace the Services so that they become non-infringing,

provided that in both cases the 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 Service Provider and any information relating to Transnet's business which may have come into the Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the 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 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 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 Service Provider, or when there is a change in control of the Service Provider or the 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 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 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 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 Service Provider had the Order not been terminated.
- 8.3 In the event of termination the 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 Services are not provided in accordance with an Order, the Order shall be deemed terminated and the 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 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 Service Provider's employees. The 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 Services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to *[inter alia]* the 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 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 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 winding up or administration of the 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 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 Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the 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 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.

oooOOOooo