

TFR (RME), a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No :ERAC-FDT-MM65-22857

FOR THE PROVISION OF CLEANING AND GARDENING SERVICE AT VARIOUS BUILDING AT ERMELO UNDER THE JURISDICTION OF REAL ESTATE MANAGEMENT FOR A PERIOD OF TWO (2) YEARS.

BRIEFING SESSION DATE: 14 NOVEMBER 2016
VENUE: TRANSNET DEPOT
INFRA MANAGER'S OFFICE – PARKING LOT
AMERSFOORT ROAD
ERMELO
TIME: 10:00

FOR DIRECTIONS CONTACT PERSON: KOBUS VAN DER MERWE ON 083 500 5817

ISSUE DATE: 03 NOVEMBER 2016
CLOSING DATE: 22 NOVEMBER 2016
CLOSING TIME: 09:00
VALIDITY DATE: 28 FEBRUARY 2017

SCHEDULE OF BID DOCUMENTS

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NOTICE TO BIDDERS**1 Invitation to bid**

DESCRIPTION	FOR THE: PROVISION OF CLEANING AND GARDENING SERVICE AT VARIOUS BUILDING AT ERMELO FOR A PERIOD OF TWO (2) YEARS. [the service]
BID FEE AND BANKING DETAILS	<p>A Bid fee of R250 [inclusive of VAT] per set is applicable, if the RFQ is to be collected from the Transnet Freight Rail Tender Office.</p> <p>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 [03 November 2016] until [11 November 2016]. This RFQ may be picked up from the following address: Transnet Freight Rail Tender Office Ground Floor G16 Nzasm Building Corner Minaar and Paul Kruger Street Pretoria 0001</p>
CLOSING DATE	<p>22 November 2016 at 10:00</p> <p>This tender shall close punctually at the following address: Tender box at: Transnet Freight Rail Tender Office Ground Floor G16 Nzasm Building Corner Minaar and Paul Kruger Street Pretoria 0001</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: Date 28 February 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 of 11 November 2016 by sending an email with their contact details to the following address: gloria.nhlapo@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 FORMAL BRIEFING

A compulsory pre-Quotation RFQ briefing will be conducted at **Transnet Freight Rail, Infra Manager's Office, Amersfoort Road at Ermelo on the 14 November 2016, at 10h00** for a period of ± 30 minutes and will proceed to site viewing to various buildings if necessary. [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.

- 2.1 *A Certificate of Attendance in the form set out in Section 8 hereto must be completed and submitted with your Quotation as proof of attendance.*
- 2.2 Respondents failing to attend the compulsory RFQ briefing will be disqualified.
- 2.3 Respondents without a valid RFQ document in their possession will not be allowed to attend the RFQ briefing.

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

Contact person for technical enquiries and Directions: Mr. Kobus van der Merwe

Telephone: (012) 315 2658 or Cell no: 083 500 9817

3 QUOTATION SUBMISSION

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

The Secretariat, Transnet Acquisition Council

RFQ No: **ERAC-FDT-MM65-22857**

Description **FOR THE PROVISION OF CLEANING AND GARDENING SERVICE AT VARIOUS BUILDING AT ERMELO UNDER THE JURISDICTION OF REAL ESTATE MANAGEMENT FOR A PERIOD OF TWO (2) YEARS**

Closing date and time: 22 NOVEMBER 2016 at 10am

Closing address *[Refer to options in paragraph 4 below]*

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

4 DELIVERY INSTRUCTIONS FOR RFQ

4.1 Delivery by hand

If delivered by hand, the envelope is must be deposited in the Transnet tender box and must be addressed as follows:

THE SECRETARIAT
TRANSNET FREIGHT RAIL
GROUND FLOOR, G16
TENDER BOX
NZASM BUILDING
CORNER MINAAR AND PAUL KRUGER STREET
PRETORIA, 0001

- a) The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more

files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 3 above.

- b) It should also be noted that the above tender box is located at the main entrance and is accessible to the public 24 hours a day, 7 days a week.

4.2 **Dispatch by courier**

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

THE SECRETARIAT
TRANSNET FREIGHT RAIL
GROUND FLOOR, G16
TENDER BOX
NZASM BUILDING
CORNER MINAAR AND PAUL KRUGER STREET
PRETORIA, 0001

- 4.3 If responses are not delivered as stipulated herein, such responses will not be considered.
- 4.4 No email or faxed responses will be considered, unless otherwise stated herein.
- 4.5 The responses to this RFQ will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
- 4.6 Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.

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

As described in more detail in the attached BBBEE Claim Form and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

The value of this bid is estimated to not exceed R1 000 000 (all applicable taxes included); and therefore the **90/10** system shall be applicable.

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

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

5.1 **B-BBEE Joint Ventures or Consortiums**

Respondents who would wish to respond to this RFQ as a Joint Venture [**JV**] or consortium with B-BBEE entities, must state their intention to do so in their RFQ submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFQ process. This written confirmation must clearly indicate the percentage [%] split of business and the

responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

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

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

5.2 Subcontracting

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

If contemplating subcontracting, please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Quotation that such Respondent intends subcontracting more than 25% [twenty-five percent] of the value of the contract to an entity/entities that do not qualify for at least the same points that the Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

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

In terms of Section 7 of this RFQ [the B-BBEE Preference Point Claim Form] Respondents are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-contractor/s.

6 COMMUNICATION

6.1 For specific queries relating to this RFQ, an RFQ Clarification Request Form should be submitted to Matete Madisha before **12:00, 3 days prior to closing date**, substantially in the form set out in Section 6 hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFQ documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with the **correct** contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.

6.2 After the closing date of the RFQ, a Respondent may only communicate with the Secretariat of the Transnet Acquisition Council,
Telephone number 012 315 4122,
E-mail morris.mhlongo@transnet.net on any matter relating to its RFQ Quotation.

- 6.3 Respondents are to note that changes to its submission will not be considered after the closing date. Respondents are warned that a Quotation will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

7 CONFIDENTIALITY

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

8 INSTRUCTIONS FOR COMPLETING THE RFQ

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

9 COMPLIANCE

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

10 DISCLAIMERS

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

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

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

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

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

Transnet reserves the right to lower the threshold for Technical from 70% to 60% if no Bidders pass the predetermined minimum threshold in respect of Technical.

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

11 LEGAL REVIEW

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

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

SECTION 2: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

12. SCOPE FOR CLEANING SERVICE

AREAS TO BE CLEANED

- (A) Main Entrance / Security / Ablution / Reception Area and surrounding depot areas
- (B) Office and passages (including boardrooms, store rooms, etc.)
- (C) Toilets: Ladies /Gents
- (D) Supply good quality toilet paper – 3 rolls per day
- (E) Kitchens – micro waves and fridges
- (F) Entertainment areas (if applicable)
- (G) Windows
- (H) Provide paper rolls in kitchens
- (I) Wash cups for tea only when there is meetings

DUTIES (all floors/areas where applicable)

12.1. CLEANING (OFFICES AND PASSAGES)

- | | |
|----------------------------|--------------|
| ❖ Carpets where applicable | Weekly |
| ❖ Vacuum | As necessary |
| ❖ Spot clean | Quarterly |
| ❖ Steam clean | |

12.2. DUSTING (OFFICES AND PASSAGES)

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

12.3.WASTE DISPOSAL (OFFICES, KITCHENS AND TOILET)

- | | |
|---|-------|
| ❖ Empty and clean all ashtrays | Daily |
| ❖ Empty and clean all waste baskets and receptacles | Daily |
| Remove all waste to bins to the skip bin | Daily |

12.4.WALLS/DOORS AND PAINTWORK/WALL PAPER

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

12.5.GLASS DOOR AND METAL WORK

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

12.6. ENTRANCE FOYER/RECEPTION/RECEPTIONOFFICE/LOBBY'S

- | | |
|-------------------------------------|-------|
| ❖ Sweep entrance foyer and entrance | Daily |
| ❖ Clean door mats and dust blinds | Daily |
| ❖ Damp clean counter tops | Daily |
| ❖ Damp mop | Daily |

- ❖ Machine buff Daily
- ❖ Clean up Lobby's outside windows

12.7. CLEANING OF TOILETS

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

12.8.WINDOW CLEANING

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

12.9.VERTICAL BLINDS / CURTAINS

- ❖ Dust Daily
- ❖ Wash Annually

12.10.MISCELLANEOUS

- ❖ Polish desk and office furniture Twice a week
- ❖ Material –covered furniture to be vacuumed Weekly
- ❖ Material – covered furniture to be steam cleaned Quarterly
- ❖ Clean chairs/material chairs Quarterly

12.11.CLEANING KITCHENS

- ❖ Floors to be damp mopped Daily
- ❖ Provide paper rolls in kitchen Daily
- ❖ Sinks/fridges/micro waves/stoves to be cleaned Daily
- ❖ Cupboard to be damp wipe Quarterly
- ❖ Cupboard to be washed (inside) Daily
- ❖ Wipe clean all electrical equipment and or other

12.12.EXTERNAL AREA AT MAIN ENTRANCE, AREA IN FRONT OF ABLUTION AND GARDEN

- ❖ All surface refuse to be removed Daily
- ❖ Area to be swept Daily
- ❖ Garden area to be checked and cleaned where necessary Daily

12.13.ENTERTAINMENT AREAS/BARS AND LAPAS (if applicable)

- ❖ Floor to be vacuumed/damp mopped Weekly
 - ❖ Surface refuse to be removed Daily
 - ❖ Counter tops/bar tops to be damp wiped Daily
 - ❖ Area to be swept Daily
 - ❖ Garden area to be cleaned and grass cut Daily
- Weekly

12.14.SUPERVISION

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

Daily
Weekly

12.15.EQUIPMENT/MATERIALS/CONSUMABLES

To be provided by Contractor and delivered timorously

- ❖ Vacuum cleaners
- ❖ Furniture Polishers
- ❖ Brooms/ Mops/ Buckets
- ❖ All cleaning chemicals (marked by brand name like dishwasher/pine gel
- ❖ Consumables .e.g. toilet paper of an acceptable standard with good quality
- ❖ Necessary sign boards e.g. floor Wet/Slippery, etc.
- ❖ Contractor to conform with all Safety Requirements including Safety, Health, Environment (SHE) Induction for Contractors as specified by Transnet Freight Rail (copy enclosed)

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

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

SCOPE FOR GARDENING SERVICES**12.16. AREAS TO BE CLEANED**

- (J) Main Entrance / Security / Ablution / Reception Area and surrounding depot area
- (M) Surrounding area at (main entrance) and garden area (depot area as per enclosed list of assets)
- (N) Parking areas

12.17. DUTIES (all garden areas within 20m of the building or where applicable)

12.18..ALL PAKING AREAS/RAMP/GUARD HOUSE AT ENTRANCE

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

Daily
Daily

12.19 .EXTERNAL AREA AT MAIN ENTRACE, AREA IN FRONT OF ABLUTION AND GARDEN

- ❖ All surface refuse to be removed
- ❖ Area to be swept
- ❖ Garden area to be checked and cleaned where necessary

Daily
Daily

Daily

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

- ❖ Surface refuse to be removed Daily
- ❖ Area around the building to be swept Daily
- ❖ Garden area to be cleaned and grass cut Weekly

12.21. GARDEN SERVICE SPECIFICATION

- ❖ Cutting of lawn areas to fair finish and trimming of edges Weekly
- ❖ Cultivating, digging and pruning of flowerbeds Weekly
- ❖ Removal of all dead flowers and pruning of trees as required by the Project Manager from time to time As required
- ❖ Trim branches and shrubs
- ❖ Clear of weeds on site's where there is no grass Weekly
- ❖ Remove all grass, branches and rubble from site
- ❖ Every porch entrance must be swept, as well as the paving and tarred road in front of the buildings Daily
- ❖ No grass to be left on premises Daily
- ❖ Sweep and remove soil and/or leaves on entrances and exterior areas Daily
- ❖ Grass to be cut and trimmed
- ❖ Flower beds to be kept neat and clean As required
- ❖ Trees to be pruned
- ❖ Rough cutting
- ❖ Contractor to supply lawn movers, weed-eaters / brush cutters, garden tool and PPE Daily
- ❖ All garden refuse (leaves, etc.) to be removed by the contractor and must not use Transnet wastebins.

12.22. SUPERVISION

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

12.23.EQUIPMENT/MATERIALS/CONSUMABLES

To be provided by Contractor and delivered timorously

- ❖ All gardening chemicals and equipment e.g. spades/shovels, rakes, ect
- ❖ Necessary sign boards e.g. Caution tree felling, etc.
- ❖ Contractor to conform with all Safety Requirements including Safety, Health, Environment (SHE) Induction for Contractors as specified by Transnet Freight Rail (copy enclosed)
- ❖ All gardening chemicals and Machinery to be supplied by cleaning company and clearly marked by the contractor
- ❖ Consumables e.g. cleaning chemicals be an acceptable standard meaning **SAB** Approved.

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

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

12.24. STAFF REQUIREMENTS/WORKING HOURS

- ❖ The supplier shall be available for cleaning of gardens and surrounding area from 07:00 to 16H00 **(times can be altered due to emergency requirements)** including Public Holidays. This should be done within the legal framework of housekeeping: Act 85 and Act 16
- ❖ Please refer to Annexure "A" column "6" titled frequency in days per week.
(7 = to be cleaned 7 days per week)
(5 = to be cleaned Monday to Friday excl weekends)

12.25. UNIFORM CLOTHING (ALSO APPLICABLE TO CLEANING SERVICE)

- ❖ The Contractor shall at all times ensure that **all** cleaning staff has been provided with all necessary protective clothing, 2 x clean and tidy uniforms and 1 x safety shoes for all his employees per annum.
- ❖ The uniform must be worn by all employees who are engaged to carry out the works under the Agreement
- ❖ All Cleaning staff to be identifiable with (Visible) identification at all times

12.26. SITE BOOKS

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

12.27. TERMS OF CONTRACT

- ❖ 24 months contract

12.28. PAYMENT TERMS

The following payment terms shall apply

- ❖ All suppliers shall be paid within 30 days from date/receipt of invoice by the accounting office, following acceptance of services by Transnet freight rail, provided normal procurement procedures have been followed. All suppliers must submit their BBBEE Certificate.
- ❖ A month will be calculated from the 1st of the month to the 30/31st of the month.
- ❖ In the event of full staff compliment not available, payment for that specific day will be withheld.
- ❖ Signed register (POD) of worked performed to be submitted with the invoice. Note that the invoice should indicate all buildings (by using the asset numbers or a clear description thereof)

- ❖ Register to be signed by Supervisor of the specific area
- ❖ Invoice to be signed by the relevant Project Manager to indicate that the work was performed to satisfaction before submitting for payment.

12.29. OTHER TRADE SUPPLIERS

- ❖ All suppliers are paid within **(30 days)** from month–end statement.
- ❖ Early settlements are discouraged unless very special circumstances prevail.
- ❖ Early settlements will only be approved by the Chief Procurement officer, or his delegate, based on the
- ❖ Settlement discount being more advantageous than the financing cost incurred by Transnet Freight Rail.

12.30. COMPLIANCE TO REGULATORY REQUIREMENTS AND REGISTRATION

- ❖ All bidders to ensure that they comply with:
- ❖ BCEA – Basic Conditions of Employment Act

12.31. BREACH OF CONTRACT

- ❖ The client (Transnet Freight Rail) will be allowed to terminate the contract by giving 30 days notice should the gardening service not be according to specification and to client's full satisfaction.

12.32. GENERAL

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

12.33. INJURY TO PERSONS

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

12.34. DAMAGE TO PROPERTY

The Respondent shall be liable for and shall indemnify the Employer and the Owner of the Buildings against any liability, loss, claim or proceedings in respect of any damage to any property whatsoever arising out of or in course of his negligence and shall effect adequate insurance cover in respect of such risks and shall furnish the Employer with a copy of the insurance policy, If there are any act, omission or neglect of the Respondent, his agents, servants, workmen or others, or of any sub-contractor employed by him, cause or suffer any damage to any property whatsoever in the execution of any works under this Contract, such damage may be made good by the Employer at the cost of the Respondent and the Respondent shall on demand pay the damages to the Employer.

12.35. UIF, PENSION FUND AND BONUS

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

Any queries concerning work, please contact above person

Mr. Kobus van der Merwe
Telephone (012 315 2658) or 083 500 5817

12.36. MINIMUM CONTENTS FOR SAFETY HEALTH/RISK AND ENVIRONMENTAL PLAN AND THE EQUIPMENTS RELEVANT TO THE PROJECT

The respondents tendering for this project must make sure that they include the following points when compiling their Health, risk and safety plan. Specification for works on, over, under or adjacent to railway lines and near high voltage equipment. **(E7/1 July 1998)** and shall have part A and B of Health and safety Plan as outlined below.

12.36.1. SHE Management Structure (Organogram)

- ❖ Appointed Supervisor
- ❖ List of cleaners/gardeners appointed - List to be revised at least yearly.
- ❖ Health and Safety Representative (Section 17 of OHS Act).

12.36.2. SHE Organisation

- ❖ Health and Safety Committee.
- ❖ Frequency of Meetings.
- ❖ Minutes of meeting.
- ❖ Legal Compliance Audits.
- ❖ Audit Report.
- ❖ Frequency of Audits.
- ❖ Findings and Analysis.
- ❖ Corrective Action.

12.36.3. Risk Assessment/Management

- ❖ Task descriptions.
- ❖ Risk Identification, Analysis, Mitigating Steps, Monitoring Steps and Review Plan.
- ❖ Risk Assessment (Construction Regulation 7)

12.36.4. Education and Training

- ❖ Induction training for Cleaners/Gardeners as specified by Transnet Freight Rail
- ❖ Site Specific Training.
- ❖ Certificate of Competence.

12.36.5. Emergency Planning – Evacuation plan

- ❖ Client procedure.
- ❖ Site Procedure.

12.36.6. Health and Safety Communications

- ❖ Safety/Toolbox talks.
- ❖ Incident Recall.

12.36.7. Safe Working Procedures and Methods

- ❖ Method Statements.
- ❖ Safe Operating Procedures.
- ❖ Task/Job observations.

12.36.8. Personal Protective Equipment and Clothing

- ❖ PPE required after all other controls have been considered.
- ❖ PPE proof of issue.

12.36.9. Project security (Permits to work)

- ❖ Security risks identified.
- ❖ Access control (Sign in and Out Book)

12.36.10. Relevant Equipment’s for the cleaning/Gardening contract.

- ❖ Vacuum cleaners
- ❖ Furniture Polishers
- ❖ Buckets/ Brooms/ Mops
- ❖ All cleaning chemicals (must be marked by brand name e.g Dishwashers/Pine Gel etc)
- ❖ Consumables .e.g. toilet paper of an acceptable standard with good quality
- ❖ Cleaning sign boards e.g. floor Wet/Slippery
- ❖ PPE (Full safety clothes with name tag of company name)
- ❖ Transport
- ❖ Lawnmowers
- ❖ Edge trimmers/Weed cutters
- ❖ Toilet areas to be cleaned after work has been completed

12.37. MINIMUM STAFF REQUIRED:

A Minimum quantity of Fourteen **(14)** cleaners required for Cleaning and Four **(4)** for Gardening Services and One **(1)** Supervisor

This is an estimate only and can be more if required for the below listed Departments.

Department
Operations as per price list
Infra Electrical
REM Technical
Fire Department
Asset Protection
Signals
SCS
Wagons
TOTAL

Please take note:

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

❖ Respondents should familiarize themselves where the above-mentioned premises/asset numbers are situated when Quoting because Transnet will not be responsible if respondents underquoted.

13 National Treasury Central Supplier Database Registration

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

Please follow the following steps to register your company on the National Treasury Central Supplier Database and confirm your registration by submitting your National Treasury "MAAA" supplier reference number.

Step 1: Access the CSD site on <https://secure.csd.gov.za/>

Step 2: Register a new CSD account <https://secure.csd.gov.za/Account/Register>

Step 3: Receive an activation email and click activate account

Step 4: Activate account by requesting and entering the OTP

Step 5: Log in the CSD

Step 6: Complete supplier identification information

Step 7: Complete contact information

Step 8: Complete address information

Step 9: Complete bank account information

Step 10: Complete tax information

Step 11: Complete directors/members information (if non-CIPC company)

Step 12: Complete associations (if relevant)

Step 13: Complete commodities information

Step 14: Complete B-BBBEE information (future phase)

Step 15: Maintain users

Step 16: Complete notification information

Step 17: Complete accreditations

Step 18: Click on submit

Step 19: A CSD supplier number and unique registration reference number is auto-generated and communicated

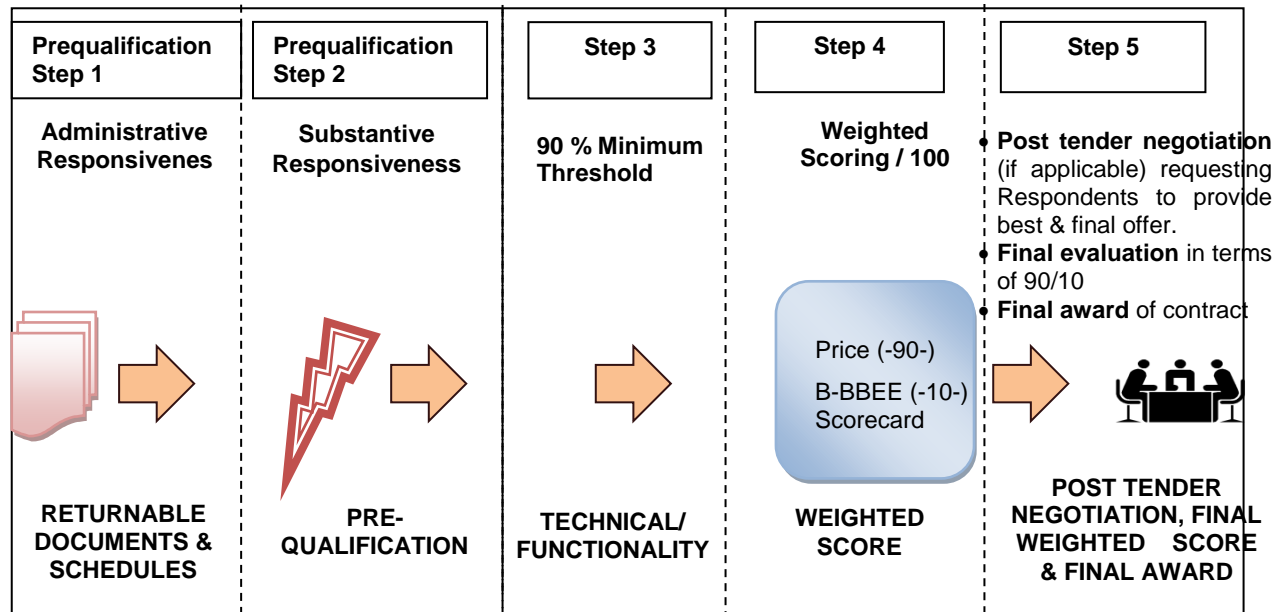
If the **Yes** column above, please confirm your registration by providing your National Treasury Unique Vendor Number.

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

National Treasury	Unique Vendor Number	Yes / No
Central Supplier Database		

14 EVALUATION METHODOLOGY

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



14.1. PREQUALIFICATION STAGE ~ STEP ONE: Test for Administrative Responsiveness to RFQ

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

Administrative responsiveness check
<ul style="list-style-type: none"> Whether the Bid has been lodged on time
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time
<ul style="list-style-type: none"> Verify the validity of all returnable documents

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

14.2. PREQUALIFICATION STAGE ~ STEP TWO: Test for Substantive Responsiveness to RFQ

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

Check for substantive responsiveness
<ul style="list-style-type: none"> Whether any general pre-qualification criteria set by Transnet, have been met
<ul style="list-style-type: none"> Whether the Bid contains a priced offer with a completed schedule of prices
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given

Check for substantive responsiveness
<ul style="list-style-type: none"> Whether the compulsory information briefing session was attended
<ul style="list-style-type: none"> A fully completed clause by clause statement of compliance to project specification
<ul style="list-style-type: none"> Completed Tenderer SHE Management Questionnaire
<ul style="list-style-type: none"> Completed Minimum wage Schedules for Year 1 & Year (labour rate must be according to law (Sectoral determination for the Cleaning Association)

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

14.3. STEP 3: Minimum Threshold 90% for Technical Criteria

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

Technical Criteria	% Weightings	RFQ Reference
<ul style="list-style-type: none"> Health, Risk and Environmental Plan 	50 %	<i>Item 12.36</i>
<ul style="list-style-type: none"> Plant and Equipment relevant for the project 	50 %	<i>Item 12.36.10</i>
Total Weighting:	100%	
Minimum qualifying score required:	90%	

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

Points	Interpretation
0	Non responsive
1	Poor
2	Average
3	Good
4	Very Good
5	Excellent

The minimum threshold for technical/functionality [Stage One] must be met or exceeded for a Respondent's Quotation to progress to Stage Two for final evaluation

14.4. STEP 4: Evaluation and Final Weighted Scoring

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

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

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

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

Where:

Ps = Score for the Bid under consideration

Pt = Price of Bid under consideration

Pmin = Price of lowest acceptable Bid

b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 10 points]

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

14.5. SUMMARY: Applicable Thresholds and Final Evaluated Weightings

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

14.6 STEP 5: Post Tender Negotiations (if applicable)

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

14.7 STEP 6: Final Contract Award

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

IMPORTANT NOTICE TO RESPONDENTS

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

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

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

For transactions below the abovementioned threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division/Specialist Unit.

Respondents are to note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a Bidder on its List of Excluded Bidders.

14 Validity Period

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

This RFQ is valid until **28 February 2017**

15 Disclosure of Prices Quoted

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

YES NO

16 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/No]
SECTION 3 : Completed Pricing offer and Delivery Schedule	
SECTION 6 : Signed certificate of attendance of compulsory RFQ Briefing session and whether the compulsory information briefing session was attended	
SECTION 8: A fully completed Clause by clause statement of compliance to project specification	
SECTION 9: Completed Minimum Wage Schedules according to law for Year1 & Year 2	
Annexure B: Completed Tenderer SHE Management Questionnaire	

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

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
SECTION 4 : Quotation Form and List of Returnable documents	
-Valid and original, or a certified copy, of your entity's B-BBEE Accreditation Certification as per the requirements stipulated in the B-BBEE Claims Form Section 7. Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
- Original/Confirmation of Letter of good standing from Department of Labour	
- Original and valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 5 : RFQ Declaration and Breach of Law Form	
SECTION 7 : Schedule of Plant and Equipment relevant for the project	
Annexure A : B-BBEE Preference Claim Form	
- Submit Health and Safety Plan relevant for the project as per Item 12.36	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

SECTION 3 QUOTATION FORM

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

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

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

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

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

Price Schedule

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

Department and Asset no.	Description	Square metres	Frequency	Price per Month for Year 1	Price per Month for Year 2	Total tender value over a period of 2 years
Operations 02BH084A	New 10E Offices	88	Weekends and public holidays 7 Days			
Operations 02AH223A	Section Manager Office	248	Weekends and public holidays 7 Days			
Operations 02BH085A	New 11 E Offices	225	Weekends and public holidays 7 Days			
Operations 02AH225A	Ablution 11E Loco	77	Weekends and public holidays 7 Days			
Operations 02AH224A	Control Point 8	68	Weekends and public holidays 7 Days			
Operations 02AH226A	Control Point 1	41	Weekends and public holidays 7 Days			
Operations 02AH227A	Control Point 4	59	Weekends and public holidays 7 Days			
Operations 02AH234A	Control Point 5	68	Weekends and public holidays 7 Days			
Operations 02AH195A	Diesel Loco Offices	581	Weekends and public holidays 7 Days			
Operations 02PK176A	P Home Diesel Loco	36	Weekends and public holidays 7 Days			
Operations 02AH277A	Standby Office Diesel Loco	334	Weekends and public holidays 7 Days			
Operations 02AH193A	Mess & Ablution Diesel Loco	86	Weekends and public holidays 7			

			Days			
Operations 02AH192A	Area Manager Office	755	5 Days week			
Operations 02AH183A	Offices Blue Building(2 Floors)	425	Weekends and public holidays 7 Days			
Operations 02AH182A	Ablution / office	122	Weekends and public holidays 7 Days			
Operations 11GH002A	P Home Control point 272	46	Weekends and public holidays 7 Days			
Operations 02AH172A	Control point 251	120	Weekends and public holidays 7 Days			
Operations 02AH173A	Control point 252	111	Weekends and public holidays 7 Days			
Operations 02AH180A	CTC /2 Floors Building/Offices	1468	Weekends and public holidays 7 Days			
Infra 02AH177A	Office	129	5 Days week			
Operations 02AH235A	Office	115	7 Days week			
REM Technical 02AH163A	Office	284	5 Days week			
Fire department 02AH162A	Office	120	5 Day week			
Asset Protection 02AH164A	Office	120	5 Days week			
Operations 02AH236A	Office Control 6	137	Weekends and public holidays 7 Days			
Operations 02AH237A	Office Control 6	88	Weekends and public holidays 7 Days			
Infra Electric	Office	388	7 Days			

02AH216A						
Operations 02AH240A	Office/Ablution Telemeters	99	Weekends and public holidays 7 Days			
Operations 02AH239A	Office/Mess & Ablution Telemeters	112	Weekends and public holidays 7 Days			
Operations 02AH238A	Control 2	44	Weekends and public holidays 7 Days			
Operations 02AH325A	Control 7	45	Weekends and public holidays 7 Days			
Operations 02AH321A	Control 3	41	weekends and public holidays			
Electrical Depot 02AH212A	Ablution	268	5 Day week			
Signals 02AH214A	Ablution	176	5 Day week			
Electrical Depot 02AH213A	Office	642	5 Day week			
Electrical Depot 02AH211A	Office	111	5 Day week			
Infra 02AH310A	Office	70	Weekends and public holidays 7 Days			
SCS 02AM005A	Office	286	5 Days			
Wagons 02AH230A	Control 4 Air Brake Yard	89	Weekends and public holidays 7 Days			
Operations 02BM009A	Tower Building/3 Floors	618	Weekends and public holidays 7 Days			
Operations REN363/12	Park Home	36	Weekends and public holidays 7 Days			

Operations REN364/12	Park Home	36	Weekends and public holidays 7 Days			
Operations REN411/12	Park Home	36	Weekends and public holidays 7 Days			
Operations REN412/12	Park Home	36	Weekends and public holidays 7 Days			
Operations REN413/12	Park Home	36	Weekends and public holidays 7 Days			
Operations REN414/12	Park Home	36	Weekends and public holidays 7 Days			
Operations REN437/12	Park Home	36	Weekends and public holidays 7 Days			
Operations REN438/12	Park Home	36	Weekends and public holidays 7 Days			
Operations 02AM004A	Ablution	36	5 Day week			
Total Price for Two Year period						

Notes to Pricing:

- a) Prices must be quoted in South African Rand and must be per building/asset per month, exclusive of VAT.
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non responsive.
- c) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- d) Prices quoted must include all equipment costs, cleaning chemicals and consumables
- e) Wages must conform to the minimum levels set in the Sectorial Determination 1: contract cleaning Sector (First year wage must be calculated on current wage + 6%)
- f) Failure to submit a price on any item will result in disqualification.

Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

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

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

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

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

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

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 4

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [**RFQ**];
3. we have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
6. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid.
7. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet Group.
8. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

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: CERTIFICATE OF ATTENDANCE OF RFQ BRIEFING

It is hereby certified that –

1. _____

2. _____

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

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

Section 7: SCHEDULE OF PLANT AND EQUIPMENT

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

(i) Plant immediately available for work tendered for:

(ii) Plant on order and which will be available for work tendered for:

(iii) Plant to be acquired for the work tendered for:

Returnable Document

SECTION 8 - CLAUSE BY CLAUSE COMPLIANCE TO SPECIFICATION.

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

Noted is to be applied against statements and either of the other responses for other clauses. Where either "Partial Compliance" or "Do not comply" are applied, remarks as to the reason for the deviation from the requirement are require

DESCRIPTION	Comply	Does Not Comply	Explanation/ Deviation/ Reason
SCOPE FOR CLEANING SERVICE			
A) Main Entrance / Security / Ablution / Reception Area and surrounding depot area			
B) Office and passages (including boardrooms, store rooms, etc.)			
C) Toilets: Ladies /Gents			
D) Kitchens – micro waves, fridges etc.			
E) Entertainment areas (if applicable)			
F) Window cleaning			
G) Provide paper rolls in kitchens			
H) Wash dishes			
DUTIES			
21.1.Cleaning (Offices And Passages)			
21.2. Dusting (Offices And Passages)			
21.3. Waste Disposal (Offices, Kitchens And Toilets)			
21.4. Walls/Doors And Paintwork/Wall Paper			
21.5. Glass Door And Metal Work			
21.6. Entrance Foyer/Reception//Lobby's			
21.7.Cleaning Toilets			
21.8.Window Cleaning			
21.9. Vertical Blinds /Curtains			
21.10. Miscellaneous			
21.11. Cleaning Kitchens			

Respondent's Signature

Date & Company Stamp

Returnable Document

21.12. External Area At Main Entrance, Area In Front Of Ablution			
21.13. Entertainment Areas/Bars And Lapas (If App)			
21.14. Supervision for cleaners			
21.15. Equipment/Materials/Consumables			
SCOPE FOR GARDENING SERVICE			
I) Main Entrance / Security / Ablution / Reception Area And Surrounding Depot Area			
18 All Parking Areas/Ramp/Guard House At Entrance			
Duties			
21.19.External Area At Main Entrance, Area In Front Of Ablution And Garden			
21.20. Entertainment Areas/Bars And Lapas			
21.21. Garden service scope			
21.22. Supervision			
21.23. Equipment/Materials/Consumables			
APPLICABLE TO BOTH SERVICES			
21.24. Staff Requirements/Working Hours			
21.25. Uniform Clothing.			
21.26. Site Books.			
21.27. Terms Of Contract			
21.28. Payment Terms.			
21.29. Other Trade Suppliers			
21.30. Compliance To Regulatory Requirements And Registration			
21.31. Breach Of Contract			

GENERAL SERVICE PROVIDER OBLIGATIONS

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

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Section 9.1. MINIMUM WAGE SCHEDULE - DETAILED SCHEDULE OF BREAKDOWN OF COSTS**YEAR 1**

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

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Returnable Document**Section 9.2 MINIMUM WAGE SCHEDULE - DETAILED SCHEDULE OF BREAKDOWN OF COSTS****YEAR 2**

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

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Returnable Document**SECTION 10 – NUMBER OF TOILETS**

Building Description	Asset number	Male Toilets	Female toilets	Unisex toilets
New 11 e Loco	02BH085A	2	3	0
New 10 e Loco	02BH084A	2	3	0
Section Manager Office 11E loco	02AH223A	0	0	0
Control 8	02AH224A	0	0	1
Control 1	02AH226A	0	0	1
Old Conductor room Control 1	02AH225A	3	1	0
Control 4	02AH227A	0	0	1
Control 5	02AH234A	0	0	1
Old Conductor room Control 5	02AH235A	1	1	0
Control 6 Air brake yard	02AH236A	1	1	0
Control 6 Air brake yard	02AH237A	1	1	0
Telemeters	02AH239A	0	2	0
Telemeters	02AH240A	2	0	0
Control 2	02AH238A	0	1	0
Control 3	02AH321A	0	0	0
Control 7	02AH325A	0	0	1
Electrical Office	02AH213A	3	3	0
Electrical Ablution	02AH211A	0	0	1
Electrical Ablution	02AH212A	5	0	0
Electrical offices Vryheid	02AH216A	2	1	0

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Signal Ablution	02AH214A	0	0	2
Diesel Loco Office	02AH195A	0	0	1
Building Description	Asset number	Male Toilets	Female toilets	Unify sex toilets
Diesel Loco Ablution	02AH193A	0	0	2
Kodesa Park Home	02PK176A	1	1	0
Area Manager Office	02AH192A	1	1	0
Blue Building	02AH183A	2	1	0
Control 272 Park Home	11GH002A	0	0	1
Control 251	02AH172A	1	0	0
Control 252	02AH173A	0	1	0
CTC Building	02AH180A	0	0	1
Property Building	02AH163A	1	1	0
Hazmat Fire	02AH162A	3	1	0
Security Building	02AH164A	2	1	0
Diesel Loco Stanby Room	02AH277A	2	2	0
Supply Chain	02AM004A	0	0	2
Supply Chain	02AM005A	1	1	0
Infra	02AH310A	0	0	1
Infra	02AH177A	1	0	0
Rail-Ops	02AH182A	1	1	0
Wagons Control 4	02AH230A	2	0	M/F
Tower Building	02BM009A	2	3	0
Total		42	31	16

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Park Home Units		
Building Description	QTY	Type of units
Area Manager Office	1	
REN365/12 Safety Office	1	3 x 12mt / 2 x Offices (<i>18m² per office</i>)
REN364/12 Finance& Fleet	1	3 x 12mt / 2 x Offices (<i>18m² per office</i>)
REN438/12 Finace Office	1	3 x 12mt / 1 x Office & 1 x Kitchen (<i>18m² per office</i>)
REN414/12 Diesel Loco	1	3 x 9mt / 2 x Offices (<i>6m² per office</i>)
REN437/12 11e loco	1	3 x 12mt / 1 x Office & 1 x Kitchen (<i>18m² per office</i>)
REN413/12 10E loco	1	3 x 12mt / 2 x Offices (<i>18m² per office</i>)
REN412/12 10E loco	1	3 x 12mt / 2 x Offices (<i>18m² per office</i>)
REN411/12 Control 5	1	3 x 12mt / 2 x Offices (<i>18m² per office</i>)
Total	9	

90 toilets**3 rolls per toilet per day**_____
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Returnable Document**ANNEXURE A : B-BBEE PREFERENCE POINTS CLAIM FORM**

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

1. INTRODUCTION

- 1.1 A total of 20 preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet reserves the right to require of a Bidder, either before a Bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by Transnet.

2. GENERAL DEFINITIONS

- 2.1 "**all applicable taxes**" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "**B-BBEE status of contributor**" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "**Bid**" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 "**consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "**contract**" means the agreement that results from the acceptance of a bid by Transnet;
- 2.9 "**EME**" means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;

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

3. ADJUDICATION USING A POINT SYSTEM

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

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scoring the highest score for functionality.

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

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

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

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

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

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

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

4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

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

5. B-BBEE STATUS AND SUBCONTRACTING**5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:**

B-BBEE Status Level of Contributor _____ = _____ [maximum of 20 points]

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

5.2 Subcontracting:

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

If YES, indicate:

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

5.3 Declaration with regard to Company/Firm

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

.....

.....

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

BID DECLARATION

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

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet may, in addition to any other remedy it may have:
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of

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having to make less favourable arrangements due to such cancellation;

- (d) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
- (e) forward the matter for criminal prosecution.

WITNESSES:

1.

SIGNATURE OF BIDDER

2.

DATE:.....

COMPANY NAME:

ADDRESS:.....

Returnable Document**ANNEXURE B - TENDERER OH & S MANAGEMENT SYSTEM QUESTIONNAIRE**

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

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

The information provided in this questionnaire is an accurate summary of the company's occupational health and safety management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
Tenderer OH&S Management System Questionnaire	Yes	No
1. OH&S Policy and Management		
- Is there a written company health and safety policy? - If yes provide a copy of the policy		
- Does the company have an OH&S Management system e.g NOSA, OHSAS, IRCA System etc - If yes provide details		
- Is there a company OH&S Management System, procedures manual or plan? - If yes provide a copy of the content page(s)		
- Are health and safety responsibilities clearly identified for all levels of Management and employees? - If yes provide details		
2. Safe Work Practices and Procedures		
- Are safe operating procedures or specific safety instructions relevant to its operations available? - If yes provide a summary listing of procedures or instructions		
- Is there a register of injury document? If yes provide a copy		

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3. OH&S Training		
Describe briefly how health and safety training is conducted in your company		
- Is a record maintained of all training and induction programs undertaken for employees in your company? - If yes provide examples of safety training records		
4. Health and Safety Workplace Inspection		
- Are regular health and safety inspections at worksites undertaken? -If yes provide details		
- Is there a procedure by which employees can report hazards at workplaces? - If yes provide details		
5. Health and Safety Consultation		
- Is there a workplace health and safety committee?		
- Are employees involved in decision making over OH&S matters? - If yes provide details		
- Are there employee elected health and safety representatives? - Comments		
6. OH&S Performance Monitoring		
- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents? - If yes provide details		
- Are employees regularly provided with information on company health and safety performance? - If yes provide details		
Is company registered with workmen's compensation and up to date? - If yes provide proof of letter of good standing		
- Has the company ever been convicted of an occupational health and safety offence? - If yes provide details		

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Returnable Document**Safety Performance Report****Monthly DIFR for previous months**

Previous Year	No of Disabling Injuries	Total Number of employees	DIFR per month
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

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

Signed
(Tenderer)