



freight rail

Transnet Freight Rail a Division of Transnet SOC Ltd. (Reg. No. 1990/000900/30), invites all interested parties to respond to a request for quotation (RFQ) as indicated below:

All tenders should be submitted on the appropriate tender forms in a sealed envelope. The envelope must indicate the RFQ number, full description and closing date and should be deposited in the tender box before 10h00 on the closing date of the tender/s.

If delivered by hand, the Tender submissions must be addressed to Supply Chain Services, Admin Support, Tender Box, Office No. 2, Real Estate Management Building, Austen Street, Beaconsfield, Kimberley.

ISSUE OF DOCUMENTS - RFQ document will only be available from **19 March 2015** until **26 March 2015 [11:00]** at Transnet Freight Rail, Supply Chain Services, Office No. 2, Real Estate Management Building, Austen Street, Beaconsfield, Kimberley. **Please note that RFQ document can be e-mailed or physically collected on request / arrangement prior to cut off time from Ms. Leonie Visagie.**

Tenders can be viewed on the website (<http://www.transnetfreightrail.tfr.net/Supplier/Page.aspx>)

***Tenderers are advised to confirm their attendance beforehand with Leonie Visagie Tel: 053 838 3119 or E-mail: Leonie.Visagie@transnet.net respectively.**

RFQ NUMBER	KBY/53530
SCOPE OF WORK	Cleaning, hygiene and gardening services at various buildings for a period of twenty four (24) months
REQUIRED AT	Groblershoop
BRIEFING DATE	A COMPULSORY INFORMATION MEETING WILL BE HELD AT: Rail Network Building, Groblershoop DATE: 27/03/2015 at 11:00 (Companies not attending the compulsory tender briefing / site meeting will be overlooked during the award process.)
TENDER FEE	NO CHARGE
COMPULSORY	
CLOSING DATE	Tuesday, 31 March 2015 at Kimberley
CLOSING TIME	10:00
For technical queries contact:	Mr. Henk de Beer, Tel: 053-838 3139 / 083 440 0280

Transnet Freight Rail urges Clients & Suppliers to report fraud/corruption at Transnet to TIPOFFS ANONYMOUS: 0800 003 056

TRANSNET



freight rail

A Division of Transnet SOC Limited Registration number 1990/00900/30

REQUEST FOR QUOTATION

KBY/53530

KBC_16811

Senior Buyer
Supply Chain Services
TRANSNET FREIGHT RAIL
Austen Street
KIMBERLEY
8301



Transnet Freight Rail, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No KBY/53530

**FOR THE PROVISION OF CLEANING, HYGIENE AND GARDENING SERVICES
AT VARIOUS BUILDINGS IN GROBELERSHOOP FOR
A PERIOD OF 24 MONTHS**

FOR DELIVERY TO: THE REAL ESTATE MANAGER KIMBERLEY

ISSUE DATE: 19 MARCH 2015

CLOSING DATE: 31 MARCH 2015

CLOSING TIME: 10:00

SITE MEETING: 26 MARCH 2015 AT 11:00

VENUE: AT THE RAIL NETWORK BUILDING IN GROBELERSHOOP

Section 1

NOTICE TO BIDDERS

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

METHOD: Tender Box

CLOSING VENUE: Transnet Freight Rail, Real Estate Management Building, Office no. 2, Austen Street, Beaconsfield

1 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.

2 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. As described in more detail in the attached B-BBEE Claim Form Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

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

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

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

3 Communication

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

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

Name: Herman Conradie

Email: Herman.Conradie@transnet.net

Telephone: 053-8383483

Respondents may also, at any time after the closing date of the RFQ, communicate with the Chief Administrator at the Admin Support Office on any matter relating to its RFQ response:

Telephone 053-8383341

Email: Maggie.Pain@transnet.net

4 Legal Compliance

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

5 Changes to Quotations

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

6 Pricing

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

7 Prices Subject to Confirmation

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

8 Binding Offer

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

9 Disclaimers

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

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations ; or
- make no award at all.

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

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

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

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

10 Specification/Scope of Work

As per Annexure B of this RFQ

Transnet urges its clients, suppliers and the general public to report any fraud or corruption to

TIP-OFFS ANONYMOUS : 0800 003 056

Returnable Document

**RFQ FOR THE PROVISION OF :CLEANING, HYGIENE AND GARDENING SERVICES AT
VARIOUS BUILDINGS IN GROBELERSHOOP FOR A PERIOD OF 24 MONTHS.**

CLOSING VENUE: TENDER BOX

CLOSING DATE & TIME : 31 MARCH 2015 AT 10:00

VALIDITY PERIOD: 90 Business Days

SECTION 2**EVALUATION CRITERIA AND RETURNABLE DOCUMENTS****1 Evaluation Criteria**

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

Criterion/Criteria	Explanation
Administrative responsiveness	Completeness of response and returnable documents
Substantive responsiveness	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.
Final weighted evaluation based on 80/20 preference point	<ul style="list-style-type: none"> Pricing and price basis [firm] B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.

2 Validity Period

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

This RFQ is valid until _____.

3 Disclosure of Prices Quoted

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

YES ☐ NO ☐

4 Returnable Documents

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

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

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

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

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

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 3 : Quotation Form	
ANNEXURE B : Scope of Work	

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

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

Essential Returnable Documents	Submitted [Yes or No]
SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Form	
- Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE A – B-BBEE Preference Points Claim Form	

CONTINUING 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.

Returnable Document**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.

"PREVIEW COPY ONLY"

Respondent's Signature

6

Date & Company Stamp

Returnable Document

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 and drawings included in this RFQ - if applicable; and
2. The following documents all of which are available on Transnet's website or upon request:
 - 2.1. General Bid Conditions;
 - 2.2. Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
 - 2.3. Supplier Integrity Pact;
 - 2.4. 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 Freight Rail		

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]

Returnable Document

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 _____

Returnable Document

Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Bank Account Number			
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)		< R1 million		R5-35 million		> R35 million	
Does Your Company Provide		Products		Services		Both	
Area Of Delivery		National		Provincial		Local	
Is Your Company A Public Or Private Entity				Public		Private	
Does Your Company Have A Tax Directive Or ERP30 Certificate				Yes		No	
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							
BEE Ownership Details							
% Black Ownership		% Black women ownership		% Disabled person/s ownership			
Does your company have a BEE certificate		Yes		No			
What is your broad based BEE status (Level 1 to 9 / Unknown)							
How many personnel does the firm employ		Permanent		Part time			
Transnet Contact Person							
Contact number							
Transnet operating division							
Duly Authorised To Sign For And On Behalf Of Firm / Organisation							
Name				Designation			
Signature				Date			
Stamp And Signature Of Commissioner Of Oath							
Name				Date			
Signature				Telephone No.			

Respondent's Signature

b

Date & Company Stamp

RFQ FOR THE PROVISION OF CLEANING, HYGIENE AND GARDENING SERVICES AT VARIOUS BUILDINGS IN GROBELERSHOOP FOR A PERIOD OF 24 MONTHS

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;

Respondent's Signature

Date & Company Stamp

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

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.

Respondent's Signature

Date & Company Stamp

- 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 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.

Respondent's Signature

Date & Company Stamp

- 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.
- 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.

Respondent's Signature

Date & Company Stamp

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:

- (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.....

Respondent's Signature

Date & Company Stamp

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

WITNESSES:

- 1.
- 2.

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME:

ADDRESS:

Respondent's Signature

Date & Company Stamp

Price Schedule

I/WE quote as follows for the Services required, excluding VAT: See Annexure A for Specifications.

SCHEDULE OF WORK AND PRICES						
PROJECT SPECIFICATION FOR THE CLEANING SERVICES AT GROBLERSHOOP						
ITEM	VARIOUS BUILDINGS	BUILDING NAME	FREQUENCY	ASSET NO	YEAR 1	YEAR 2
1	MTV	TREK-KIT STORE-BBS	Daily	11KA112S		
2	Rail Network Electrical	WORKSHOP-E. L. & P. AND O.H.T	Daily	02BA273S		
		GAS CYLINDER STORE	Daily	02BA274S		
		BREAK DOWN STORE - OHT	Daily	02BA276S		
		OFFICE & OIL STORE-FUEL DEPOT	Daily	02BA277S		
3	Rail Network Signals	WORKSHOP & OFFICES-SIGNALS & TRANSTEL	Daily	02BA279S		
		GLASS FIBRE HUT-MTV	Daily	11LA169S		
4	Rail Network Telecomms	ADMINISTRATIVE BUILDING	Daily	02BA275S		
		WORKSHOP-MTV	Daily	02BA278S		
		WORKSHOP & OFFICES-SIGNALS	Daily	02BA280S		
SUB TOTAL						
VAT						
TOTAL						

Price Schedule

I/WE quote as follows for the Services required, excluding VAT: See Annexure A for Specifications.

SCHEDULE OF WORK AND PRICES						
PROJECT SPECIFICATION FOR THE HYGIENE SERVICES AT GROBLERSHOOP						
ITEM	VARIOUS BUILDINGS	BUILDING NAME	FREQUENCY	ASSET NO	YEAR 1	YEAR 2
2	Rail Network Electrical	WORKSHOP-E. L. & P. AND O.H.T	Fortnight	02BA273S		
		OFFICE & OIL STORE-FUEL DEPOT	Fortnight	02BA277S		
3	Rail Network Signals	WORKSHOP & OFFICES-SIGNALS & TRANSFER	Fortnight	02BA279S		
4	Rail Network Telecomms	ADMINISTRATIVE BUILDING	Fortnight	02BA275S		
SUB TOTAL						
VAT						
TOTAL						

Price Schedule

I/WE quote as follows for the Services required, excluding VAT: See Annexure A for Specifications.

SCHEDULE OF WORK AND PRICES						
PROJECT SPECIFICATION FOR THE GARDENING SERVICES AT GROBLERSHOOP						
ITEM	VARIOUS BUILDINGS	BUILDING NAME	FREQUENCY	ASSET NO	YEAR 1	YEAR 2
1	Rail Network All	Gardening	Weekly	SBS0152S		
SUB TOTAL						
TAX						
TOTAL						

1. **SCOPE OF WORK**

This contract covers the **cleaning of various buildings daily, at Groblershoop** and other work arising out of or incidental to the above or required of the contractor for the proper completion of the works in accordance to the true meaning and intent of the contract documents.

2. **TO BE SUPPLIED BY THE CONTRACTOR**

Except where otherwise specified, the Contractor shall supply all labour, transport, plant equipment, tools, services and cleaning agents and step ladder, required for the carrying out and completion of the work included in this contract.

3. **ELECTRICITY AND WATER**

Water and electricity will be supplied free of charge by Transnet. A continuous supply of water and electricity can however not be guaranteed. The Contractor shall at his own cost arrange for connections and extensions (if necessary) to existing supplies and for the removal of these connections and extensions on completion of the contract.

4. **SITE**

The Contractor must view the site and attend the compulsory site inspection before tendering.

5. **DURATION OF CONTRACT**

The contract period shall not exceed **24 Months**. The period commences from the date when approval was granted to the Contractor to proceed with the work and includes all weekends and public holidays.

6. **PROGRAM OF WORK**

Within 1 week of notification of acceptance of his tender, the Contractor shall submit to the Depot Manager for his approval and acceptance 4 copies of a fully detailed program of work in the form of an acceptable bar chart. The first payment certificate will not be passed for payment until this program has been lodged with the Depot Manager.

The Contractor shall notify the Depot Manager in writing as soon as it becomes apparent the progress of any aspect of the work will not conform to the program of work and shall resubmit, at no additional cost, revised programs which shall be subject to the approval of the Depot Manager.

Any revision of program by the Contractor does not in any way whatsoever relieve the Contractor of his obligations to complete the work for each day as specified or justify any revision of the tendered amount.

7. **COMPLETION TIME PENALTY**

In the event of the successful tenderer failing to complete all the work as specified in the particular specification or program of work, clause 6) every day the contractor shall pay Transnet **R200,00 (Two hundred Rand) for each day an item or service has not been provided**, as penalty, in terms of the Conventional Penalties Act of 1962, as amended, for each day the work, as set out in the particular specification, remains incomplete.

8. **RECYCLING OF WASTE PAPER**

All clean waste paper from refuse bins must be collected and put into separate plastic refuse bags. Contractor to sort refuse for recycling purposes by Transnet.

9. **LABOUR**

The sole responsibility for the work as specified in the particular specification shall rest entirely with the Contractor, who shall be required to undertake rectification of any defects, which become apparent within the period as defined above. The Contractor shall make good to the satisfaction of Transnet any defects which may arise during inspection.

10. **PAYMENT**

When making a claim for payment, the Contractor shall submit an informal claim for the consideration of the Depot Manager. If the total work is not to the satisfaction of Transnet penalties will be deducted in terms of the Conventional Penalties Act. Only upon agreement being reached on the amount to be included in the payment certificate, will the Contractor be required to submit a complete and correct VAT invoice. Payment will be effected on or before the end of the calendar month following the calendar in which the work was performed.

Payment unless otherwise agreed between Transnet and the contractor will occur monthly on the last day of each calendar month.

11. VAT

Rates shall be quoted exclusive of Value Added Tax. Provision is made in the Summary of Prices for the lump-sum addition of Value Added Tax.

12. SUMMARY OF PRICES

Tenderers must complete the Summary of Prices for the work in ink.

**13. SAFETY ON WORK SITE (ACT NUMBER 85 OF 1993)
ENVIRONMENT CONSERVATION ACT (ACT NO. 73 OF 1989)**

For the purposes of the Occupational health and Safety Act, (Act Number 85 of 1993) and the Environment Conservation Act, (Act No. 73 of 1989) the site is transferred, for the duration of the contract, to the control of the Contractor as if it is his property. As employer, he is in every respect responsible for the compliance with the provisions of these Acts, as well as the application of General Administrative regulation 13 to the employees of Transnet who visit the site.

14. SAFETY FILE

Within 1 week of notification of acceptance of his tender, the Contractor shall submit to the Depot Manager for his approval and acceptance a Safety file containing the following:

Company Registration details/ CK / Registration document
Proof of Coida registration
Letter of good standing
Risk assessment and Safety Plan
Written Safe Work Procedures and Job Observation
Minutes of meetings
MSDS (material safety data sheet) for each chemical on site
Emergency contact information (list)
Letters of appointment and valid certificates (First Aider, Pest Control and She Reps & Site Access)
Recording of IOD incidents
Register of Personal Protective Equipment to be used for the job being done
Audit and Inspection of all machinery and list of machinery to be used on site
Training Certificates for all employees
Training Certificates for all employees in competency in the use of hazardous chemical substances, cleaning materials and deep cleaning.
Medical fitness report for all employees
Safety Talk template and schedule
Proof of induction
Training certificates for any person handling machinery

15. SUBSTANCE ABUSE

In terms of Section 23(1)(c) and (d) of the Labour Relations Act (Act 66 of 1995) all personnel may be tested at any time for substance abuse. No person under the influence of alcohol or illegal substances is allowed on Transnet Freight Rail's premises. Being in possession, partaking and offering to others is not allowed

16. SMOKING POLICY

Transnet Freight Rail has a Smoking Policy – it must be adhered to in all public places, which includes all Transnet Freight Rail's buildings and vehicles

17. CHEMICAL AND TOXIC SUBSTANCES

All chemicals brought to the site shall be kept in **properly labelled** containers. Empty containers must be destroyed – punch holes in containers to prevent re-use for other purposes.

18. MEDICAL SURVEILLANCE

Employees must be on medical surveillance and records available on safety file

CONFIDENTIALITY OF TEST RESULTS

- In terms of medical and nursing ethics, confidentiality must be observed for conditions that are not a danger or a threat to Transnet Freight Rail's employees or others, if not disclosed. These conditions are amongst others: Common Cold, Flu, Diarrhoea, etc.
- Certain conditions are, however, of such a nature that it will be imperative for the Occupational Medicine Practitioner to disclose information thereof to the employer especially with regard to employees working in safety risk areas (between railway lines, ladders and moving vehicles). These include:
 - Uncontrolled Hypertension;
 - Uncontrolled Epilepsy;
 - Uncontrolled Diabetes Mellitus;
 - Vision Impairment;
 - Serious Heart Conditions;
 - Hearing Impairment etc.

These medical records will be kept confidentially

19. DAMAGE TO PROPERTY AND/OR SERVICES

The contractor shall take adequate precaution against damage to existing assets and injury to persons during the course of the contract. The successful tenderer will be responsible for the repairs and/or the costs incurred in such repairs to any damages caused to Transnet's property by the successful tenderer's staff while carrying out the required work.

20. SUPERVISION

The Depot Manager will provide overall supervision of the work and may direct the Contractor in terms of the provisions of the contract. The Contractor shall carry out the directions of the Depot Manager.

The Contractor will be responsible for supervision of his/her employees.

All instructions to the Contractor shall be in writing (site book) and shall be deemed to have been received.

Site visits by the Owner/Manager at least every 14 days is compulsory and he/she should be accompanied by a Transnet representative. The site diary must be signed off after such inspection.

Should the Owner/Manager fail to comply without reasonable reason, the contract will be terminated immediately.

21. SITE BOOK

A site instruction book will be provided by the contractor for the duration of the contract. This book is for the recording of site instructions and all events and conditions which may affect the progress of the work.

All cleaning agents, must be recorded in site book and signed off as correct by Transnet representative.

22. MATERIALS

Only cleaning agents of the best quality are to be used in the execution of the contract and the work is to be performed in a proper workmanlike manner to the full satisfaction of Transnet.

23. UNIFORM CLOTHING

All employees shall wear uniforms with their Company logo. Safety shoes/boots and a reflective vest is compulsory.

Name tags to be worn on uniforms

24. CANCELLATION OF CONTRACT

Should the Depot Manager, at any time, be of the opinion that the rate of progress of the work or quality of workmanship are not as specified, he reserves the right to cancel the contract by giving the contract thirty (30) days written notice.

25. AMENDMENTS AND/OR ADDITIONS

Transnet reserves the right to add or withdraw the cleaning of any floor or building at any time. No amendments, variations and/or additions to the contract shall, however, be of any force or effect unless reduced to writing and signed by both parties.

26. SAFETY & SECURITY

The contractor must subject himself/herself to the Safety & Security requirements of Transnet

27. HOUSING OF EMPLOYEES

Accommodation of the Contractor's employees on site will not be permitted and the Contractor shall make his own arrangements.

28. TOILET FACILITIES

Use of existing toilet facilities will be permitted.

29. ESCALATION OF COST

This contract will not be subject to cost escalation.

30. WAGE REGULATING MEASURES

The Contractor shall acquaint himself with any relevant wage regulating measure and/or statutory enactment which may be in force or may be contemplated, and which will affect conditions of employment during the progress of the contract, and he shall give effect to the provisions of such wage regulating measure and/or statutory enactment as they come into force.

31. CONTACT INFORMATION

On acceptance of the contract the contractor must provide the following:-

- a. Fixed office address.
- b. Office telephone and fax numbers.
- c. Contractor's representative name and cell number.

32. TRADE REFERENCES

References must be provided by contractor of at least five companies where services were successfully rendered with contactable references.

33. GENERAL

All activities between the Contractor's and Transnet's personnel will be co-ordinated through the Manager in charge.

Note:

Transnet reserves the right to request the successful contractor/sub-contractor(s) and their staff to undergo a security vetting process.

Transnet will not be held responsible in any way for damages, losses or theft of equipment of the contractor or injury of employees while on site or during the execution of their duties.

For more information contact Mr. H.P. de Beer at telephone (053)8383139.

The lowest or only tender will not necessarily be accepted.

Preference will be given to local BBBEE contractors to the areas concerned.

WORK TO BE DONE

This section covers the **cleaning of various buildings daily at Groblershoop**. The work shall be done in working hours from 07:30 to 16:00 from Mondays to Fridays (excluding public holidays).

1. OFFICES, BOARDROOMS, FOYERS, PASSAGES, WORKSHOP, LOCKER ROOMS, ETC.

- a. **Refuse, Waste paper bins and Ashtrays** – empty, clean and wipe twice daily.
- b. **Vinyl tile/sheet floors** – sweep daily, mop and polish with machine weekly.
- c. **Other floors** – sweep daily and mop weekly.
- d. **Carpets** – vacuum weekly.
- e. **Fans and paintings** – wipe with damp cloth twice a month.
- f. **Telephones** – wipe with a damp cloth weekly.
- g. **Windowsills, skirting-boards and heaters** – wipe with a damp cloth weekly.
- h. **Windows (both sides)** – clean once a month
- i. **Doors** – clean and wipe weekly.
- j. **Furniture** - dust daily and polish weekly.
- k. **Walls** – dust/wipe weekly
- l. **Water bottles** – replenish with fresh water when necessary.
- m. **Paper towels** – fill when necessary.
- n. **Pot plants** – to be watered weekly.
- o. **Ceilings, light fittings** – dust/wipe weekly.
- p. **Wall tiles** – wipe twice a week with antiseptic detergent.
- q. **Wash hand basin and taps** – wipe daily with antiseptic detergent.
- r. **Doors (Glass)** – clean daily.
- s. **Lockers/Cupboards (Steel)** – dust/wipe daily.
- t. **Remove spider webs** - when necessary.

2. KITCHENS

- a. **Refuse bin** – empty, clean and wipe twice daily with antiseptic detergent.
- b. **Vinyl tile/sheet floors** – sweep daily, mop and polish weekly.
- c. **Other floors** – sweep daily and mop weekly.
- d. **Walls** – dust/wipe weekly
- e. **Wall tiles** – wipe/wash twice a week with antiseptic detergent.
- f. **Ceilings, light fittings** – dust/wipe weekly.
- g. **Windowsills, skirting-boards** – wipe with a damp cloth weekly.
- h. **Windows (both sides)** – clean once a month.
- i. **Doors** – clean and wipe weekly.
- j. **Kitchen sink and taps** – clean daily.
- k. **Kitchen cupboards** – clean surfaces daily and inside monthly.
- l. **Paper towels** – fill when necessary.
- m. **Kitchen tables** – clean daily.

- n. **Cutlery & Dishes** - wash on a daily basis as required.
- o. **Remove spider webs** - when necessary.

3. **TOILETS AND SHOWERS**

- a. **Refuse bin** – empty, clean and wipe daily with antiseptic detergent.
- b. **Vinyl floors** – mop daily with antiseptic detergent and polish weekly.
- c. **Other floors** – mop daily with antiseptic detergent.
- d. **Carpets** – vacuum weekly.
- e. **Ceilings, light fittings** – dust/wipe weekly.
- f. **Walls.-.** dust/wipe weekly
- g. **Wall tiles** – wipe (wash) twice a week with antiseptic detergent.
- h. **Windowsills, skirting-boards** – wipe with a damp cloth weekly.
- i. **Windows (both sides)** – clean once a month.
- j. **Seat and pan** – wipe or scrub daily with antiseptic detergent.
- k. **Urinals** – scrub with special chemicals daily.
- l. **Shower floors** – scrub with special chemicals daily.
- m. **Hand basins and taps** – wipe daily with antiseptic detergent.
- n. **Chrome pipes** – clean and wipe daily.
- o. **Mirrors** – wipe and clean daily.
- p. **Doors** – clean and wipe weekly.
- q. **Toilet paper** – fill daily.
- r. **Lockers/Cupboards (Steel)** – dust/wipe daily.
- s. **Remove spider webs** - when necessary.

4. **Blinds**

- a. **Vacuum clean and dust** – monthly
- b. **Wash** - six monthly

5. **REFUSE REMOVAL**

- a. Clean refuse bins/Waste Bins.
- b. The domestic waste must be disposed of at the local Municipal waste dump.
- c. The removal of waste must be undertaken once a week

6. **GENERAL**

- a. Clean waste bins daily
- b. Clean Toilet seat & pan and urinal daily
- c. Carpets to be washed by the Contractor (Carpets to be washed only four times during the duration of this Contract.)
- d. Spot clean painted interior walls, glass surfaces daily
- e. Vinyl floors to be stripped and seal twice during contract.
- e. The Contractor will supply all equipment and cleaning agents
- f. Deep cleaning of toilets and showers once a month and submit proof
- f. Clean 3m around loose standing buildings.
- g. Open and Parking Areas** – Pick up rubble, litter stones etc.
- h. The Contractor shall include for the proper completion of the work as described and shall allow for all cost incurred.
- i. The Contractor will be responsible for his own measurements.
- j. Contract specifications are to be read in conjunction with the minutes. The Contractor's attention is drawn to the possibility of items being required varying from those on the specification. The cost of the requirements in the minutes is to be allowed for in the tender price.
- k. The Contractor will be responsible for obtaining the minutes of said meeting before specified closing date.
- l. Once the contract is awarded the buildings must be thoroughly cleaned and thereafter cleaned and maintained as per contract specifications.
- m. If certain items specified to be done in above-mentioned areas do not exist in such area, such items can be ignored.

1. **SCOPE OF WORK**

This contract covers the **provision hygiene services of various buildings at Groblershoop** and other work arising out of or incidental to the above, or required of the contractor for the proper completion of the works in accordance to the true meaning and intent of the contract documents.

2. **TO BE SUPPLIED BY THE CONTRACTOR**

Except where otherwise specified, the Contractor shall supply all labour, transport, plant equipment, tools, services and cleaning agents including the following for the carrying out and completion of the work included in this contract.

All dispensers to be supplied in stainless steel

Toilet Roll Dispensers (dispenser in all toilets that holds 2 rolls

Hand Towel dispensers (1 each for ladies, gents and disabled toilets next to wash basin)

Soap dispensers (2 each for ladies and gents and 1 for disabled toilets next to wash basin)

Sanitary / she bins (1 per toilet for ladies and disabled toilets)

Seat wipes/Sanitizer (each toilet – ladies, gents and disabled toilets)

Waste bins (1 each for ladies, gents and disabled toilets next to wash basin)

Slow release air freshener

3. **ELECTRICITY AND WATER**

Water and electricity will be supplied free of charge by Transnet. A continuous supply of water and electricity can however not be guaranteed. The Contractor shall at his own cost arrange for connections and extensions (if necessary) to existing supplies and for the removal of these connections and extensions on completion of the contract.

4. **SITE**

The Contractor must view the site and attend the compulsory site inspection before tendering.

5. **DURATION OF CONTRACT**

The contract period shall not exceed **14 MONTHS**. The period commences from the date when approval was granted to the Contractor to proceed with the work and includes all weekends and public holidays.

6. **PROGRAM OF WORK**

Within 1 week of notification of acceptance of his tender, the Contractor shall submit to the Depot Manager for his approval and acceptance 4 copies of a fully detailed program of work in the form of an acceptable bar chart. The first payment certificate will not be passed for payment until this program has been lodged with the Depot Manager.

The Contractor shall notify the Depot Manager in writing as soon as it becomes apparent the progress of any aspect of the work will not conform to the program of work and shall resubmit, at no additional cost, revised programs which shall be subject to the approval of the Depot Manager.

Any revision of program by the Contractor does not in any way whatsoever relieve the Contractor of his obligations to complete the work for each day as specified or justify any revision of the tendered amount.

7. **COMPLETION TIME, PENALTY**

In the event of the successful tenderer failing to complete all the work as specified in the particular specification (program of work, clause 6) every day the contractor shall pay Transnet **R200,00 (Two hundred Rand) for each day an item or service has not been provided**, as penalty, in terms of the Conventional Penalties Act of 1962, as amended, for each day the work, as set out in the particular specification, remains incomplete.

8. **RECYCLING OF WASTE PAPER**

All clean waste paper from refuse bins must be collected and put into separate plastic refuse bags. Contractor to sort refuse for recycling purposes by Transnet.

9. **LABOUR**

The sole responsibility for the work as specified in the particular specification shall rest entirely with the Contractor, who shall be required to undertake rectification of any defects, which become apparent within the period as defined above. The Contractor shall make good to the satisfaction of Transnet any defects which may arise during inspection.

9. **PAYMENT**

When making a claim for payment, the Contractor shall submit an informal claim for the consideration of the Depot Manager. If the total work is not to the satisfaction of Transnet penalties will be deducted in terms of the Conventional Penalties Act. Only upon agreement being reached on the amount to be included in the payment certificate, will the Contractor be required to submit a complete and correct VAT invoice. Payment will be effected on or before the end of the calendar month following the calendar in which the work was performed.

Payment unless otherwise agreed between Transnet and the contractor will occur monthly on the last day of each calendar month.

10. **VAT**

Rates shall be quoted exclusive of Value Added Tax. Provision is made in the Summary of Prices for the lump-sum addition of Value Added Tax.

11. **SUMMARY OF PRICES**

Tenderers must complete the Summary of Prices for the work in ink.

12. **SAFETY ON WORK SITE (ACT NUMBER 85 OF 1993)
ENVIRONMENT CONSERVATION ACT (ACT NO. 73 OF 1989)**

For the purposes of the Occupational Health and Safety Act, (Act Number 85 of 1993) and the Environment Conservation Act, (Act No. 73 of 1989) the site is transferred, for the duration of the contract, to the control of the Contractor as if it is his property. As employer, he is in every respect responsible for the compliance with the provisions of these Acts, as well as the application of General Administrative regulation 13 to the employees of Transnet who visit the site.

SAFETY FILE

Within 1 week of notification of acceptance of his tender, the Contractor shall submit to the Depot Manager for his approval and acceptance a Safety file containing the following:

Company Registration details/ CK / Registration document
Proof of Covid registration
Letter of good standing
Risk assessment and Safety Plan
Written Safe Work Procedures and Job Observations
Minutes of meetings
MSDS (Material safety data sheet) for each chemical on site
Emergency contact information (list)
Letters of appointment and valid certificates (First Aider, Pest Control and She Reps & Site Access)
Recording of IOD incidents
Register of Personal Protective Equipment to be used for the job being done
Audit and Inspection of all machinery and list of machinery to be used on site
Training Certificates for all employees
Training Certificates for all employees in competency in the use of hazardous chemical substances, cleaning materials and deep cleaning.
Medical fitness report for all employees
Safety Talk template and schedule
Proof of induction
Training certificates for any person handling machinery

SUBSTANCE ABUSE

In terms of Section 23(1)(c) and (d) of the Labour Relations Act (Act 66 of 1995) all personnel may be tested at any time for substance abuse. No person under the influence of alcohol or illegal substances is allowed on Transnet Freight Rail's premises. Being in possession, partaking and offering to others is not allowed

SMOKING POLICY

Transnet Freight Rail has a Smoking Policy – it must be adhered to in all public places, which includes all Transnet Freight Rail's buildings and vehicles

CHEMICAL AND TOXIC SUBSTANCES

All chemicals brought to the site shall be kept in **properly labelled** containers. Empty containers must be destroyed – punch holes in containers to prevent re-use for other purposes.

MEDICAL SURVEILLANCE

Employees must be on medical surveillance and records available on safety file

CONFIDENTIALITY OF TEST RESULTS

- In terms of medical and nursing ethics, confidentiality must be observed for conditions that are not a danger or a threat to Transnet Freight Rail's employees or others, if not disclosed. These conditions are amongst others: Common Cold, Flu, Diarrhoea, etc.
- Certain conditions are, however, of such a nature that it will be imperative for the Occupational Medicine Practitioner to disclose information thereof to the employer especially with regard to employees working in safety risk areas (between railway lines, ladders and moving vehicles). These include:
 - Uncontrolled Hypertension;
 - Uncontrolled Epilepsy;
 - Uncontrolled Diabetes Mellitus;
 - Vision Impairment;
 - Serious Heart Conditions;
 - Hearing Impairment etc.

These medical records will be kept confidentially

13. DAMAGE TO PROPERTY AND/OR SERVICES

The contractor shall take adequate precaution against damage to existing assets and injury to persons during the course of the contract. The successful tenderer will be responsible for the repairs and/or the costs incurred in such repairs to any damages caused to Transnet's property by the successful tenderer's staff while carrying out the required work.

14. SUPERVISION

The Depot Manager will provide overall superintendence of the work and may direct the Contractor in terms of the provisions of the contract. The Contractor shall carry out the directions of the Depot Manager.

The Contractor will be responsible for supervision of his/her employees.

All instructions to the Contractor shall be in writing (site book) and shall be deemed to have been received.

Site visits by the Owner/Manager at least every 14 days is compulsory and he/she should be accompanied by a Transnet representative. The site dairy must be signed off after such inspection.

Should the Owner/Manager fail to comply without reasonable reason, the contract will be terminated immediately

15. SITE BOOK

A site instruction book will be provided by Transnet for the duration of the contract. This book is for the recording of site instructions and all events and conditions which may affect the progress of the work.

All cleaning agents, toilet paper and Jumbo rolls must be recorded in site book and signed off as correct by Transnet representative.

MATERIALS

Only cleaning agents of the best quality are to be used in the execution of the contract and the work is to be performed in a proper workmanlike manner to the full satisfaction of Transnet.

16. UNIFORM CLOTHING

All employees shall wear uniforms with their Company logo. Safety shoes/boots and a reflective vest is compulsory.

Name tags to be worn on uniforms

17. CANCELLATION OF CONTRACT

Should the Depot Manager, at any time, be of the opinion that the rate of progress of the work or quality of workmanship are not as specified, he reserves the right to cancel the contract by giving the contract thirty (30) days written notice.

18. AMENDMENTS AND/OR ADDITIONS

Transnet reserves the right to add or withdraw the cleaning of any floor or building at any time. No amendments, variations and/or additions to the contract shall, however, be of any force or effect unless reduced to writing and signed by both parties.

19. SAFETY & SECURITY

The contractor must subject himself/herself to the Safety & Security requirements of Transnet

20. HOUSING OF EMPLOYEES

Accommodation of the Contractor's employees on site will not be permitted and the Contractor shall make his own arrangements.

21. TOILET FACILITIES

Use of existing toilet facilities will be permitted.

22. ESCALATION OF COST

This contract will not be subject to cost escalation.

23. WAGE REGULATING MEASURES

The Contractor shall acquaint himself with any relevant wage regulating measure and/or statutory enactment which may be in force or may be contemplated, and which will affect conditions of employment during the progress of the contract, and he shall give effect to the provisions of such wage regulating measure and/or statutory enactment as they come into force.

24. CONTACT INFORMATION

On acceptance of the contract the contractor must provide the following:-

- a. Fixed office address.
- b. Office telephone and fax numbers.
- c. Contractor's representative name and cell number.

25. CLEANING BUILDINGS IN MINE AREA

Please take note that the mine may require additional Medical Surveillance and Safety Induction as well as roadworthy for vehicles entering the area

26. TRADE REFERENCES

References must be provided by contractor of at least five companies where services were successfully rendered with contactable references.

27. GENERAL

All activities between the Contractor's and Transnet's personnel will be co-ordinated through the Manager in charge.

For more information contact Mr. H.P. de Beer at telephone (053)8383139.

The lowest or only tender will not necessarily be accepted.

Preference will be given to local BBBEE contractors to the areas concerned.

WORK TO BE DONE

This section covers the **provision of hygiene Services at Groblershoop**. The work shall be done in working hours from 07:30 to 16:00 from Mondays to Fridays (excluding public holidays).

Supply and deliver hand wash soap and hand towel papers on a monthly basis. Paper for hand towel dispensers and soap for soap dispensers needs to be delivered to the different Depots and will be replenished as and when by the cleaning staff.

Automated air fresheners to be serviced and replenished by service provider on a monthly basis.

Empty and disinfect all sanitary bins in female bathrooms on a 14 day cycle and dispose thereof in an orderly manner. A certificate of disposal (hazardous waste) must be submitted on request.

Respond and rectify defects and faults within 2 working days from date of submission of request

Provide employees with suitable protective clothing with appropriate identification.

Ensure that sufficient stock, such as hand paper towel is available on site in case of an emergency.

Note:

Transnet reserves the right to approve cleaning materials, equipment and chemicals prior to the use thereof. Transnet reserves the right to request the successful contractor/sub-contractor(s) and their staff to undergo a security vetting process.

Transnet will not be held responsible in any way for damages, losses or theft of equipment of the contractor or injury of employees while on site or during the execution of their duties.

1. **SCOPE OF WORK**

This contract covers the **maintenance of gardens and grounds at Groblershoop** and other work arising out of or incidental to the above or required of the contractor for the proper completion of the works in accordance to the true meaning and intent of the contract documents.

2. **TO BE SUPPLIED BY THE CONTRACTOR**

Except where otherwise specified, the Contractor shall supply all labour, transport, plant equipment, tools, services required for the carrying out and completion of the work included in this contract.

Please note:

This will include the following non-standard items:

- a. Step ladder for pruning trees and scrubs
- b. Electric lawn mower
- c. Electric edge trimmer
- d. Electric extension leads, 30m long.

3. **ELECTRICITY AND WATER**

Water and electricity will be supplied free of charge by Transnet. A continuous supply of water and electricity can however not be guaranteed. The Contractor shall at his own cost arrange for connections and extensions (if necessary) to existing supplies and for the removal of these connections and extensions on completion of the contract.

4. **SITE**

The Contractor must view the site and attend the compulsory site inspection before tendering.

5. **DURATION OF CONTRACT**

The contract period shall not exceed **24 MONTHS**. The period commences from the date when approval was granted to the Contractor to proceed with the work and includes all weekends and public holidays.

6. **PROGRAM OF WORK**

Within 1 week of notification of acceptance of his tender, the Contractor shall submit to the Depot Manager for his approval and acceptance 4 copies of a fully detailed program of work in the form of an acceptable bar chart. The first payment certificate will not be passed for payment until this program has been lodged with the Depot Manager.

The Contractor shall notify the Depot Manager in writing as soon as it becomes apparent the progress of any aspect of the work will not confirm to the program of work and shall resubmit, at no additional cost, revised programs which shall be subject to the approval of the Depot Manager.

Any revision of program by the Contractor does not in any way whatsoever relieve the Contractor of his obligations to complete the work for each day as specified or justify any revision of the tendered amount.

7. **COMPLETION TIME, PENALTY**

In the event of the successful tenderer failing to complete all the work as specified in the particular specification (program of work, clause 6) every day the contractor shall pay Transnet **R200,00 (Two hundred Rand)** per outstanding item per day, as penalty, in terms of the Conventional Penalties Act of 1962, as amended, for each day the work, as set out in the particular specification, remains incomplete.

8. **RECYCLING OF WASTE PAPER**

All clean waste paper from refuse bins must be collected and put into separate plastic refuse bags. Contractor to sort refuse for recycling purposes by Transnet.

9. **LABOUR**

The sole responsibility for the work as specified in the particular specification shall rest entirely with the Contractor, who shall be required to undertake rectification of any defects, which become apparent within the period as defined above. The Contractor shall make good to the satisfaction of Transnet any defects which may arise during inspection.

10. **PAYMENT**

When making a claim for payment, the Contractor shall submit an informal claim for the consideration of the Depot Manager. If the total work is not to the satisfaction of Transnet penalties will be deducted in terms of the Conventional Penalties Act. Only upon agreement being reached on the amount to be included in the payment certificate, will the Contractor be required to submit a complete and correct VAT invoice. Payment will be effected on or before the end of the calendar month following the calendar in which the work was performed.

Payment unless otherwise agreed between Transnet and the contractor will occur monthly on the last day of each calendar month.

11. **VAT**

Rates shall be quoted exclusive of Value Added Tax. Provision is made in the Summary of Prices for the lump-sum addition of Value Added Tax.

12. **SUMMARY OF PRICES**

Tenderers must complete the Summary of Prices for the work in ink.

13. **SAFETY ON WORK SITE (ACT NUMBER 85 OF 1993)
ENVIRONMENT CONSERVATION ACT (ACT NO. 73 OF 1989)**

For the purposes of the Occupational health and Safety Act, (Act Number 85 of 1993) and the Environment Conservation Act, (Act No. 73 of 1989) the site is transferred, for the duration of the contract, to the control of the Contractor as if it is his property. As employer, he is in every respect responsible for the compliance with the provisions of these Acts, as well as the application of General Administrative regulation 13 to the employees of Transnet who visit the site.

14. **SAFETY FILE**

Within 1 week of notification of acceptance of his tender, the Contractor shall submit to the Depot Manager for his approval and acceptance a Safety file containing the following:

Company Registration details/ Certificate document

Proof of Coida registration

Letter of good standing

Risk assessment

MSDS (material safety data sheet) for each chemical on site

Emergency contact information (list)

Letters of appointment and proof of training for First Aider

PPE requirements list to be used for the job being done

List of machinery to be used on site (grass cutters etc)

Working at heights training for persons working above 2m from the ground (scaffolding)

First aid box must be on site with an inspection list

Safety task template and schedule

Proof of induction

Training certificates for any person handling machinery

15. **SUBSTANCE ABUSE**

In terms of Section 23(1)(c) and (d) of the Labour Relations Act (Act 66 of 1995) all personnel may be tested at any time for substance abuse. No person under the influence of alcohol or illegal substances is allowed on Transnet Freight Rail's premises. Being in possession, partaking and offering to others is not allowed

16. **SMOKING POLICY**

Transnet Freight Rail has a Smoking Policy – it must be adhered to in all public places, which includes all Transnet Freight Rail's buildings and vehicles

17. **CHEMICAL AND TOXIC SUBSTANCES**

All chemicals brought to the site shall be kept in **properly labelled** containers. Empty containers must be destroyed – punch holes in containers to prevent re-use for other purposes.

18. MEDICAL SURVEILLANCE

Employees must be on medical surveillance and records available on safety file

CONFIDENTIALITY OF TEST RESULTS

- In terms of medical and nursing ethics, confidentiality must be observed for conditions that are not a danger or a threat to Transnet Freight Rail's employees or others, if not disclosed. These conditions are amongst others: Common Cold, Flu, Diarrhoea, etc.
- Certain conditions are, however, of such a nature that it will be imperative for the Occupational Medicine Practitioner to disclose information thereof to the employer especially with regard to employees working in safety risk areas (between railway lines, ladders and moving vehicles). These include:
 - Uncontrolled Hypertension;
 - Uncontrolled Epilepsy;
 - Uncontrolled Diabetes Mellitus;
 - Vision Impairment;
 - Serious Heart Conditions;
 - Hearing Impairment etc.

These medical records will be kept confidentially

19. DAMAGE TO PROPERTY AND/OR SERVICES

The contractor shall take adequate precaution against damage to existing assets and injury to persons during the course of the contract. The successful tenderer will be responsible for the repairs and/or the costs incurred in such repairs to any damages caused to Transnet's property by the successful tenderer's staff while carrying out the required work.

20. SUPERVISION

The Depot Manager will provide overall supervision of the work and may direct the Contractor in terms of the provisions of the contract. The Contractor shall carry out the directions of the Depot Manager.

The Contractor will be responsible for supervision of his/her employees.

All instructions to the Contractor shall be in writing (site book) and shall be deemed to have been received.

Site visits by the Owner/Manager at least every 14 days is compulsory and he/she should be accompanied by a Transnet representative. The site diary must be signed off after such inspection.

Should the Owner/Manager fail to comply without reasonable reason, the contract will be terminated immediately

21. SITE BOOK

A site instruction book will be provided by the contractor for the duration of the contract. This book is for the recording of site instructions and all events and conditions which may affect the progress of the work. The site book will be the property of Transnet after completion of the contract.

22. MATERIALS

Only compost and fertiliser of the best quality are to be used in the execution of the contract and the work is to be performed in a proper workmanlike manner to the full satisfaction of Transnet.

23. UNIFORM CLOTHING

All employees shall wear uniforms with their Company logo. Safety shoes/boots and a reflective vest is compulsory.

Name tags to be worn on uniforms

Workers must wear protective clothing when working with dangerous equipment such as lawnmowers and edge cutters.

Safe working procedures must be provided with the tender document.

24. CANCELLATION OF CONTRACT

Should the Depot Manager, at any time, be of the opinion that the rate of progress of the work or quality of workmanship are not as specified, he reserves the right to cancel the contract by giving the contract thirty (30) days written notice.

25. AMENDMENTS AND/OR ADDITIONS

Transnet reserves the right to add or withdraw the cleaning of any floor or building at any time. No amendments, variations and/or additions to the contract shall, however, be of any force or effect unless reduced to writing and signed by both parties.

26. SAFETY & SECURITY

The contractor must subject himself/herself to the Safety & Security requirements of Transnet

27. HOUSING OF EMPLOYEES

Accommodation of the Contractor's employees on site will not be permitted and the Contractor shall make his own arrangements.

28. TOILET FACILITIES

Use of existing toilet facilities will be permitted.

29. ESCALATION OF COST

This contract will not be subject to cost escalation.

30. WAGE REGULATING MEASURES

The Contractor shall acquaint himself with any relevant wage regulating measure and/or statutory enactment which may be in force or may be contemplated, and which will affect conditions of employment during the progress of the contract, and he shall give effect to the provisions of such wage regulating measure and/or statutory enactment as they come into force.

31. CONTACT INFORMATION

On acceptance of the contract the contractor must provide the following:-

- a. Fixed office address.
- b. Office telephone and fax numbers.
- c. Contractor's representative name and cell number.

32. TRADE REFERENCES

References must be provided by contractor of at least five companies where services were successfully rendered with contactable references.

33. Note:

Transnet reserves the right to request the successful contractor/sub-contractor(s) and their staff to undergo a security vetting process.

Transnet will not be held responsible in any way for damages, losses or theft of equipment of the contractor or injury of employees while on site or during the execution of their duties.

34. GENERAL

All activities between the Contractor's and Transnet's personnel will be co-ordinated through the Manager in charge.

For more information contact Mr. H.P. de Beer at telephone (053)8383139.

The lowest or only tender will not necessarily be accepted.

Preference will be given to local BBBEE contractors to the areas concerned.

WORK TO BE DONE

This section covers the **maintenance of gardens and grounds at Groblershoop**. The work shall be done in working hours from 07:30 to 16:00 from Mondays to Fridays (excluding public holidays).

GARDEN, YARD, BETWEEN AND AROUND BUILDINGS

- a. The successful contractor will be expected to maintain all areas and verges within the specified area to an acceptable standard.
- b. Mow lawn and trim edges to acceptable standard at least twice a month. Cut grass and edges
- c. All flower beds are to be raked tidy and evenly, kept neat, trimmed and weeded on a weekly basis.
Repair flowerbed walls.
- d. All loose papers, leaves, garden refuse unwanted dead plants and rubbish must be removed to the Local Municipality Waste site.
- e. The application of fertilizers or compost shall be done twice during spring and summer. Products will be supplied by the contractor and must be included in his tender price.
- f. No weed killers may be used in flower beds.
- g. Shrubs and trees shall be pruned as and when required by the contractor to the standards of the horticultural practice.
- h. Weed 3m around loose standing buildings.
- i. Sweep and cleaning of pathways after work has been done.
- j. All open ground, paved and parking areas must be weed free at all times. Spray weed killer on paved and parking areas when necessary to ensure a weed less area.
- k. Spray weed killer 1m on outside of border fence when necessary to ensure a weed less area.

WATERING AND AFTERCARE OF LAWN AND FLOWER BEDS

The Contractor will be responsible for the day to day maintenance of lawn and flower beds. This maintenance will mainly consist of watering of lawns, shrub beds and cultivated seasonal flower plant or bulbs in flower beds.

The lawn will be watered at least twice a week in such a way that it received the equivalent of 12mm (half an inch) rain during the summer months. The same standard will apply for shrub and flower beds.

NB | | The contractor will be responsible for the removal of all garden refuse and grass cuttings from site to Municipal refuse site.