



**TFR**, a division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] NO SAZ/1143/2016  
CLEANING OF OFFICES AND GARDEN MAINTENANCE AT THE VREDENDAL  
DEPOT FOR A PERIOD OF 36 MONTHS**

**FOR DELIVERY TO: VREDENDAL DEPOT**

**ISSUE DATE: 20 May 2016**

**CLOSING DATE: 31 May 2016**

**CLOSING TIME: 10:00**

**Section 1**  
**NOTICE TO BIDDERS**

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

**METHOD:** [post and/or courier]  
**CLOSING VENUE:** [courier and/or tender box at physical address]

Proposals must reach the Secretariat, Acquisition Council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

**RFQ No:** SAZ/1143/2016  
**Description:** **CLEANING OF OFFICES AND GARDEN MAINTENANCE AT THE VREDENDAL DEPOT FOR A PERIOD OF 24 MONTHS**  
**Closing date and time:** 31 May 2016 AT 10:00  
**Closing address:** [Refer to options in Delivery Instructions for RFQ below]

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

**A. DELIVERY INSTRUCTIONS FOR RFQ**

**Delivery by hand**

If delivered by hand, the envelopes to be deposited in the Transnet tender box which is located at the address as follows:

THE SECRETARIAT  
ACQUISITION COUNCIL  
TRANSNET PARK  
TENDER BOX  
ROBERT SOBUKWE ROAD  
BELLVILLE 7535

- a) The measurements of the "tender slot" are 400mm 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 [more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as above.

**Dispatch by courier**

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

THE SECRETARIAT  
ACQUISITION COUNCIL  
TRANSNET PARK  
TENDER BOX  
ROBERT SOBUKWE ROAD  
BELLVILLE 7535

Please note that this RFQ closes punctually at **10:00 on 31 May 2016**.

1. If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "NON-RESPONSIVE" and will be disqualified.
2. No email or facsimile responses will be considered, unless otherwise stated herein.
3. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
4. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc.
5. The RFQ document will only be issued until 26 May 2016, documents are available Monday to Friday between 08:00 and 15:00 . No documents will be issued between 12:45 and 13:30
6. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.

**B. FORMAL RFQ BRIEFING**

- i. **Compulsory RFQ briefing will be conducted at the Vredendal station, on 27 May 2016, time 11:00 .**
- ii. The site will be visited after the briefing.
- iii. Respondents to provide own transportation.
- iv. Respondents must bring their own safety shoes and reflective vest (PPE clothing) for the site meeting.
- v. Respondents failing to attend the compulsory RFQ briefing / site meeting will be disqualified.

## 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) (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.**

### 2.1 B-BBEE Improvement Plan

Transnet encourages its Suppliers/Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard to be assessed as detailed in paragraph 2.1 above, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which they will maintain or improve their B-BBEE status over the contract period. Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals by completion of **Annexure B** appended hereto. [Refer to Annexure B for further instructions]

## 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, before the clarification deadline:

Name: J P Carstens Email: cobus.carstens@transnet.net

Telephone: 021 940-3833

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

Telephone 021 940-3340 Email: susan.dejongh@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****CLEANING OF OFFICES AT VREDENDAL DEPOT FOR A PERIOD OF 36 MONTHS****ELECTRICAL DEPOT: ASSET NO. 02BA282S 304.0 m<sup>2</sup>**

## 10.1 CLEANING REQUIREMENTS

**4 OFFICES + GREENAREA**10.1.1 **TILE FLOORS**

Sweep with broom	-	Daily
Wash with mop	-	Daily
Polish with polishing machine	-	Monthly
Strip and polish	-	Monthly

10.1.2 **CARPETS:**

Vacuum clean	-	Weekly
Steam clean	-	Six monthly

10.1.3. **DUST:**

Dust lower surfaces (furniture, skirtings, etc.)	-	Daily
Dust higher surfaces (walls, ceilings, light fittings, etc.)	-	Weekly
Telephones	-	Daily

10.1.4. **REFUSE REMOVALS:**

Clean all waste bins, bags and containers	-	Daily
Remove refuse to designated area	-	Daily

10.1.5. **WALLS Paint work and glass surfaces**

"Spot-clean" all surfaces	-	Daily
Light switches	-	Daily

10.1.6. **METAL FITTINGS**

Clean and polish	-	Weekly
------------------	---	--------

10.1.7. **TOILETS AND SHOWERS**

Empty and clean all waste receptacles	-	Daily
Clean and sanitise all W.C. bowls, basins and urinals/-outlets	-	Daily
And showers	-	Daily
Clean all mirrors	-	Daily
Damp mop floors with disinfectant	-	Daily
Clean all metal fittings	-	Daily
Spot clean wall tiles, doors, W.C. partitions and walls	-	Daily
Treat against staining, fungal and bacterial growth	-	As necessary

10.1.8. **WINDOW CLEANING:**

Dust all window cills	-	Daily
Clean interior faces of all windows	-	Monthly
Clean exterior faces of all windows	-	Monthly

10.1.9. **CURTAINS AND BLINDS:**

Vacuum clean - Monthly

10.1.10. **KITCHEN**

Empty and clean all waste baskets and receptacles - Daily  
 Sinks to be cleaned - Daily  
 Cupboard (top) to be damp wiped - Daily  
 Clean metal furnishings - Daily  
 Floors to be damp mopped - Daily  
 Doors to be damp wiped - Daily

10.1.11. **GENERAL:**

Polish furniture - Monthly  
 Vacuum clean fabric portions - Monthly  
 Cleaning and sweeping of all open areas - Daily

**10.2 SIGNAL AND TRANSTEL DEPOT – ASSET NO. 01BA236S 257.6 m<sup>2</sup>**

**CLEANING REQUIREMENTS**

**4 OFFICES AND WORKSHOP**

10.2.1 **CARPETS: (if applicable)**

Vacuum clean - Weekly  
 Steam clean - Six-monthly

10.2.2 **DUSTING:**

Computers - Daily  
 Clean all telephones and disinfect - Daily  
 Dust all high ledges and fittings - Weekly  
 Dust all horizontal surfaces (low level) - Daily  
 Dust all vertical surfaces (walls, cabinets, etc) - Weekly  
 Dust all windows ledges/sills (low and high) - Daily

10.2.3 **REFUSE REMOVAL:**

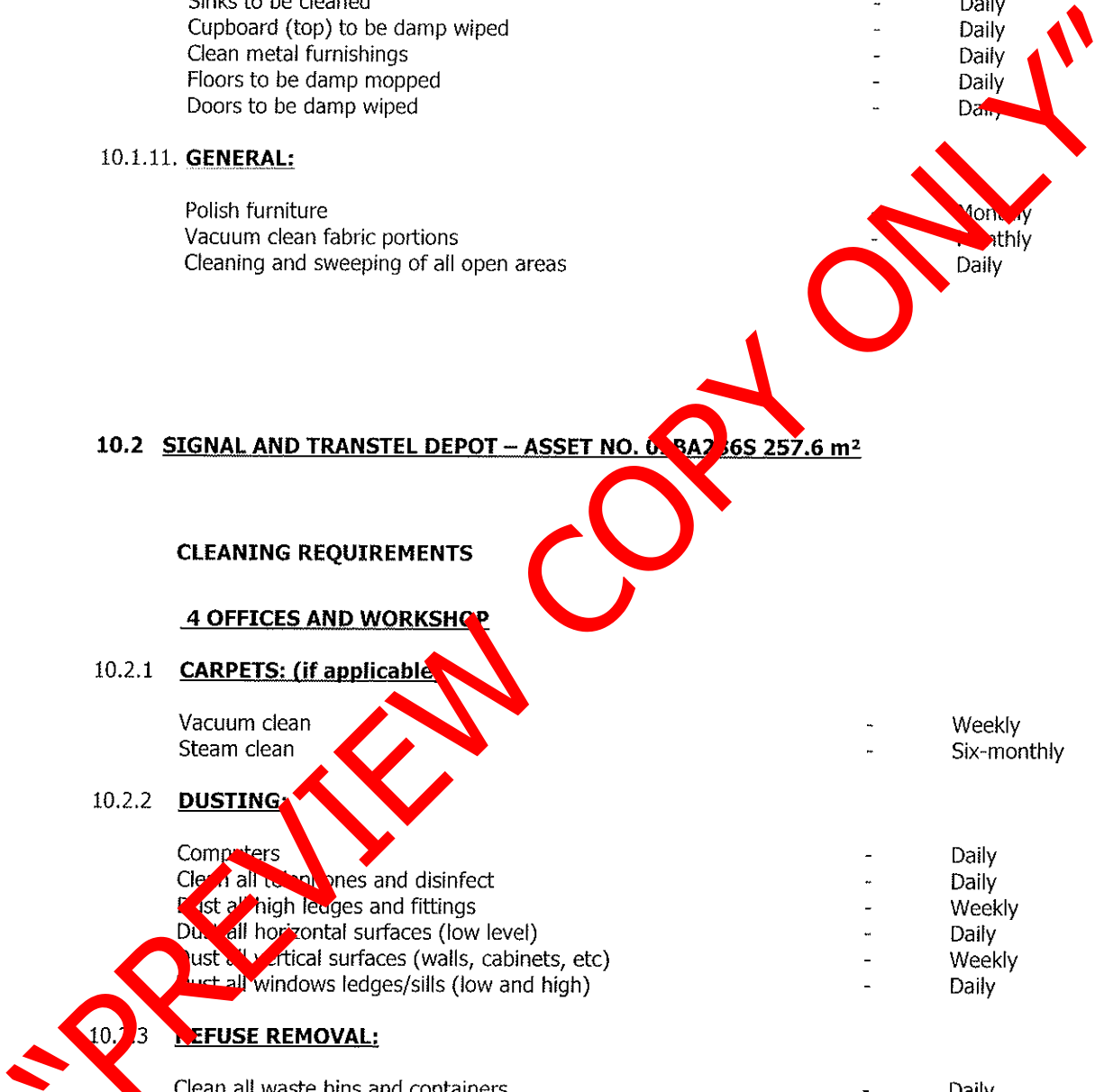
Clean all waste bins and containers - Daily  
 Remove refuse to designated area - Daily

10.2.4 **TILE FLOORS**

Sweep with broom - Daily  
 Wash with mop - Daily  
 Polish with polishing machine - Weekly  
 Strip and polish - Monthly

10.2.5 **WALLS Paint work and glass surfaces**

"Spot-clean" all surfaces - Daily  
 Light switches - Daily



**10.2.6 METAL FURNISHINGS**

Clean and polish	-	Weekly
------------------	---	--------

**10.2.7. TOILETS AND SHOWERS**

Empty and clean all waste receptacles	-	Daily
Clean and sanitise all W.C. bowls, basins and urinals/-outlets	-	Daily
And showers	-	Daily
Clean all mirrors	-	Daily
Damp mop floors with disinfectant	-	Daily
Clean all metal fittings	-	Daily
Spot clean wall tiles, doors, W.C. partitions and walls	-	Daily
Treat against staining, fungal and bacterial growth	-	As necessary

**10.2.8. WINDOW CLEANING:**

Dust all window sills	-	Daily
Clean interior faces of all windows	-	Monthly
Clean exterior faces of all windows	-	Monthly

**10.2.9 CURTAINS AND BLINDS:**

Vacuum clean	-	Monthly
--------------	---	---------

**10.2.10. KITCHEN**

Empty and clean all waste baskets and receptacles	-	Daily
Sinks to be cleaned	-	Daily
Cupboard (top) to be damp wiped	-	Daily
Clean metal furnishings	-	Daily
Floors to be damp mopped	-	Daily
Doors, walls and panels to be damp wiped	-	Daily
Fridge to be cleaned	-	Monthly
Microwave and stove to be cleaned	-	Daily

**10.2.11. GENERAL:**

Polish furniture	-	Monthly
Vacuum clean fabric portions	-	Monthly
Cleaning and sweeping of all open areas	-	Daily

"PREVIEW COPY ONLY"



**10.3 SIGNAL DEPOT – ASSET NO. 02BA287S 257.6 m<sup>2</sup>****CLEANING REQUIREMENTS****1 OFFICE AND GREENAREA****10.3.1 CARPETS: (if applicable)**

Vacuum clean	-	Weekly and if needed
Steam clean	-	Six-monthly

**10.3.2 DUSTING:**

Computers	-	Daily
Clean all telephones and disinfect	-	Daily
Dust all high ledges and fittings	-	Weekly
Dust all horizontal surfaces (low level)	-	Daily
Dust all vertical surfaces (walls, cabinets, etc)	-	Weekly
Dust all windows ledges/sills (low and high)	-	Daily

**10.3.3 REFUSE REMOVAL:**

Clean all waste bins and containers	-	Daily
Remove refuse to designated area	-	Daily

**10.3.4 TILE FLOORS**

Sweep with broom	-	Daily
Wash with mop	-	Daily
Polish with polishing machine	-	Weekly
Strip and polish	-	Monthly

**10.3.5 WALLS Paint work and glass surfaces**

"Spot-clean" all surfaces	-	Daily
Light switches	-	Daily

**10.3.6 METAL FURNISHINGS**

Clean and polish	-	Weekly
------------------	---	--------

**10.3.7 TOILETS AND SHOWERS**

Empty and clean all waste receptacles	-	Daily
Clean and sanitise all W.C. bowls, basins and urinals/-outlets	-	Daily
And showers	-	Daily
Clean all mirrors	-	Daily
Damp mop floors with disinfectant	-	Daily
Clean all metal fittings	-	Daily
Spot clean wall tiles, doors, W.C. partitions and walls	-	Daily
Treat against staining, fungal and bacterial growth	-	As necessary

**10.3.8 WINDOW CLEANING:**

Dust all window sills	-	Daily
Clean interior faces of all windows	-	2 weekly
Clean exterior faces of all windows	-	2 weekly

**10.3.9 CURTAINS AND BLINDS:**

Vacuum clean	-	Weekly
--------------	---	--------

**10.3.10 KITCHEN**

Empty and clean all waste baskets and receptacles	-	Daily
Sinks to be cleaned	-	Daily
Cupboard (top) to be damp wiped	-	Daily
Clean metal furnishings	-	Daily
Floors to be damp mopped	-	Daily
Doors, walls and panels to be damp wiped	-	Daily
Fridge to be cleaned	-	Weekly
Microwave and stove to be cleaned	-	Daily

**10.3.11 GENERAL:**

Polish furniture	-	Monthly
Vacuum clean fabric portions	-	Weekly
Cleaning and sweeping of all open areas	-	Daily

**10.4 PERWAY – ASSET NO. 02BA285S 40.0 m<sup>2</sup>****CLEANING REQUIREMENTS****2 OFFICES****10.4.1 TILE FLOORS**

Sweep with broom	-	Daily
Wash with mop	-	Daily
Polish with polishing machine	-	Weekly
Strip and polish	-	Monthly

**10.4.2 DUSTING:**

Computers	-	Daily
Clean all telephones and devices	-	Daily
Dust all high ledges and fittings	-	Weekly
Dust all horizontal surfaces (low level)	-	Daily
Dust all vertical surfaces (walls, cabinets, etc)	-	Weekly
Dust all windows ledges/sills (low and high)	-	Daily

**10.4.3 REFUSE REMOVAL:**

Clean all waste bins and containers	-	Daily
Remove refuse to designated area	-	Daily

**10.4.4 WALLS, PAINT WORK AND GLASS SURFACES**

"Spot-clean" all surfaces	-	Daily
Light switches	-	Daily

**10.4.5 METAL FURNISHINGS**

Clean and polish	-	Weekly
------------------	---	--------

**10.4.6 WINDOW CLEANING:**

Dust all window sills	-	Daily
Clean interior faces of all windows	-	2 weekly
Clean exterior faces of all windows	-	2 weekly

**10.4.7 GENERAL:**

Polish furniture	-	Weekly
Vacuum clean fabric portions	-	Weekly
Cleaning and sweeping of all open areas	-	Daily

10.5 **INFRA – MTV DEPOT – ASSET NO. 02BA284S 42.6 m<sup>2</sup>****CLEANING REQUIREMENTS****1 OFFICES AND FLOORS**10.5.1 **TILE FLOORS**

Sweep with broom	-	Daily
Wash with mop	-	Daily
Polish with polishing machine	-	Monthly
Strip and polish	-	Monthly

10.5.2 **DUSTING:**

Computers	-	Daily
Clean all telephones and disinfect	-	Daily
Dust all high ledges and fittings	-	Weekly
Dust all horizontal surfaces (low level)	-	Daily
Dust all vertical surfaces (walls, cabinets, etc)	-	Weekly
Dust all windows ledges/Sills (low and high)	-	Daily

10.5.3 **REFUSE REMOVAL:**

Clean all waste bins and containers	-	Daily
Remove refuse to designated area	-	Daily

10.5.4 **WALLS Paint work and glass surfaces**

"Spot-clean" all surfaces	-	Daily
Light switches	-	Daily

10.5.5. **METAL FURNISHINGS**

Clean and polish	-	Weekly
------------------	---	--------

10.5.6. **TOILETS**

Empty and clean all waste receptacles	-	Daily
Clean and scour all W.C. bowls, basins and urinals/-outlets and showers	-	Daily
Clean all mirrors	-	Daily
Damp mop floors with disinfectant	-	Daily
Clean all metal fittings	-	Daily
Spot clean wall tiles, doors, W.C. partitions and walls	-	Daily
Treat against staining, fungal and bacterial growth	-	As necessary

10.5.7. **WINDOW CLEANING:**

Dust all window sills	-	Daily
Clean interior faces of all windows	-	2 weekly
Clean exterior faces of all windows	-	2 weekly

10.5.8 **BLINDS**

Vacuum clean	-	Monthly
--------------	---	---------

10.5.9. **GENERAL:**

Polish furniture	-	Weekly
Vacuum clean fabric portions	-	Weekly
Cleaning and sweeping of all open areas	-	Daily

**10.6 PERWAY – OLD STATION BUILDING 02BDA01C (286.2m<sup>2</sup>)****CLEANING REQUIREMENTS****OFFICES (5), GREENAREA AND FLOORS****10.6.1 TILE FLOORS**

Sweep with broom	-	Daily
Wash with mop	-	Daily
Polish with polishing machine	-	Monthly
Strip and polish	-	Monthly

**10.6.2 DUSTING:**

Computers	-	Daily
Clean all telephones and disinfect	-	Daily
Dust all high ledges and fittings	-	Weekly
Dust all horizontal surfaces (low level)	-	Daily
Dust all vertical surfaces (walls, cabinets, etc)	-	Weekly
Dust all windows ledges/sills (low and high)	-	Daily

**10.6.3 REFUSE REMOVAL:**

Clean all waste bins and containers	-	Daily
Remove refuse to designated area	-	Daily

**10.6.4 WALLS Paint work and glass surfaces**

"Spot-clean" all surfaces	-	Daily
Light switches	-	Daily

**10.6.5 METAL FURNISHINGS**

Clean and polish	-	Weekly
------------------	---	--------

**10.6.6 TOILETS AND SHOWERS**

Empty and clean all waste receptacles	-	Daily
Clean and sanitise all W.C. bowls, basins and urinals/-outlets and showers	-	Daily
Clean all mirrors	-	Daily
Damp mop floors with disinfectant	-	Daily
Clean all metal fittings	-	Daily
Spot clean wall tiles, doors, W.C. partitions and walls	-	Daily
Treat against staining, fungal and bacterial growth	-	As necessary

**10.6.7. WINDOW CLEANING:**

Dust all window sills	-	Daily
Clean interior faces of all windows	-	2 weekly
Clean exterior faces of all windows	-	2 weekly

**10.6.8. BLINDS**

Vacuum clean	-	Monthly
--------------	---	---------

10.6.9 **KITCHEN**

- Empty and clean all waste baskets and receptacles - Daily
- Sinks to be cleaned - Daily
- Cupboard (top) to be damp wiped - Daily
- Clean metal furnishings - Daily
- Floors to be damp mopped - Daily
- Doors, walls and panels to be damp wiped - Daily
- Fridge to be cleaned - Twice a month
- Microwave and stove to be cleaned - Daily

10.6.10 **GENERAL:**

- Polish furniture - Weekly
- Vacuum clean fabric portions - Weekly
- Cleaning and sweeping of all open areas - Daily

**CONTRACTOR TO SUPPLY OWN CLEANING MATERIAL AND EQUIPMENT**

**"PREVIEW COPY ONLY"**

## **10.7 MAINTENANCE OF GARDENS AND GROUNDS AT TRANSNET FREIGHT RAIL VREDENDAL DEPOT FOR A PERIOD OF 36 MONTHS**

### **SCOPE OF WORK**

The work includes the monthly maintenance of gardens lawn, flower beds and open areas of Transnet in the vicinity of Vredendal Depot for a period of 36 months.

#### **10.7.1 LAWN**

The regularly mowing of lawn and grass borders according to standards laid down.

#### **10.7.2 FLOWER BEDS**

The regular cleaning and keeping clean of flower beds according to standards laid down.

#### **10.7.3 OPEN AREAS**

The monthly cleaning and keeping cleaning of open areas/parking areas according to standards laid down.

#### **10.7.4 REQUIREMENTS FOR THE CONTRACT**

##### **LAWS AND REGULATIONS**

The Workmen's Compensation Act 1941 (as amended).

Basic Conditions of Employment Act (Act No. 76 of 1983) (as amended).

Provincial Ordinances and Local Authority By-laws, and all relevant Regulations framed there under.

Basic Conditions of Employment Act

Environmental Conservation Act, 1989 (Act 73 of 1989).

Occupational Health and Safety Act (Act 85 of 1993 and Regulations).

Code of Practice No. 29 for the safe operation of machinery, plant and equipment.

#### **10.7.5 EQUIPMENT AND MACHINERY**

The Contractor must provide all tools and equipment required to perform the work. All equipment and machinery that will be used in the execution of the contract must comply to the safety standards as required in Act 85 of 1993 and Regulations to the Act. Personnel must have the necessary safety equipment at all times in their possession and use it. Internal combustion engines that cause excessive smoke or noise will not be allowed. Safety clothes/equipment must be provided and worn at all times. The Contractor must issue his staff with protective clothing.

#### **10.7.6 STANDARD OF WORK**

##### **LAWN**

All lawn must be cut at least twice a month.

##### **FLOWER BEDS**

Flower beds must be kept tidy at all times and free of weeds. Maintenance of lower beds must be done on a monthly basis. Flower beds will be raked tidy and evenly after weed have been removed by hand and all garden waste must be removed at the same time. No weed killers may be used in flower beds.

##### **TREES**

The trees must be trimmed at intervals and kept neat at acres.

OPEN AREAS/PARKING AREAS

All open ground and parking areas must be at all times free of weeds, rubbish and stones. Weed killer shall be applied when required to ensure a weed less area. Parking areas must be swept on a weekly basis.

REMOVAL OF GARDEN WASTE

All garden waste, lawn cuttings, etc. must be removed each day from the maintenance area. The Contractor shall provide transport and labour for the removal of garden waste.

WATERING/AFTER CARE OF LAWN AND FLOWER BEDS

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

The Contractor must ascertain himself of which lawn and beds must be watered on what times. Lawn will be watered in such a way that it received the equivalent of 12.5 mm (half an inch) rain per day during the summer months. The same standard will apply for shrub and flower beds.

**10.7.7 GENERAL**

Lawn shall where possible be watered by means of garden hoses with sprinklers (rotating impact sprinklers "rain bird", or similar). Where not applicable, lawns shall be watered by hand. The Contractor must provide his own garden hoses and sprinklers and other equipment required for watering.

The Contractor will be held responsible for any damages or losses caused by himself or any of his employees to Transnet property as well as a third party and will indemnify Transnet against any claims that may occur as a result of the aforementioned.

If the Contractor suffers delay to meet any of the contract conditions or specifications, or delivers work of a poor quality, or fails to rectify work as requested by Transnet within a period of seven (7) days, Transnet will have the right to cancel the contract without any further compensation.

The Contractor must indicate how many employees will be used and how many will be on site at all times.

The Contractor must supply mess facilities for his employees or negotiate with Transnet in that regard.

The Contractor must subject himself to the security requirements of Transnet.

Any deviation of the above-mentioned clauses or omitting to use the machinery/safety equipment as specified may result in the deduction of a twenty percent (10%) penalty, from the monthly payment.

**10.7.8 WORKING METHODS**

The Contractor must give a description of the working methods that she/he will follow to meet with the Contract Specifications. It includes the following:

- 10.7.8.1 Day to day work program - where and what will be done
- 10.7.8.2 Contractors inspection - Times and dates
- 10.7.8.3 Number of days that the employees of the Contractor will be continuous on site.
- 10.7.8.4 Any additional services that the Contractor can produce in the execution of the contract.
- 10.7.8.5 Whether the Contractor will make use of weed killers in which instance he/she shall use the necessary protection equipment.

**10.8 MEASURING OF PAYMENT**

Payment will occur monthly on the last day of each calendar month. Measuring will be done on dates agreed between Transnet and the Contractor, by Transnet personnel in the presence of the Contractor and/or his representative, to measure which lawns, flowerbeds or open areas do not comply with the requirement of the contract on that day. Gardens must at all-time comply with the requirements and not only on the day of measuring/inspection times.

For every work measuring of such working area where lawns, flower beds and open areas (weed control) do not comply to the contract requirements, or where the Contractor deviated from the contract requirements, a pro rata percentage of the payment per month, per working lot/working area, to a maximum of 100 % for one month, will be forfeited by the Contractor. No postponement will be granted to catch up with outstanding maintenance work, with the aim to receive payment for work not completed at the day of measuring.

**10.9 STAFF COMPLIMENT**

2 females for the office cleaning  
1 male for the garden services

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 CLEANING OF OFFICES AND GARDEN MAINTENANCE AT VREDENDAL DEPOT****CLOSING VENUE: Transnet Park Building, Robert Sobukwe road, Bellville****CLOSING DATE & TIME : 31 May 2016 - 10:00****VALIDITY PERIOD: 90 Business Days****SECTION 2****EVALUATION CRITERIA AND RETURNABLE DOCUMENTS****11 Evaluation Criteria**

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

<b>Criterion/Criteria</b>	<b>Explanation</b>
<b>Administrative responsiveness</b>	Completeness of response and returnable documents
<b>Substantive responsiveness</b>	<p>Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.</p> <ul style="list-style-type: none"> <li>• CV of key personnel (relevant to cleaning services industry) to be engaged for the contract : Site / Contracts Manager; Cleaning Supervisor</li> <li>• Implementation Plan : Implementation plan detailing contracts management approach based on the following but limited to : Implementation timelines; Procurement of resources (equipment, consumables and cleaners); Standard operating procedures ; Quality monitoring and control measures; Management of non-conformance; Management reports.</li> <li>• Annexure C – Completion of the SHE management Questionnaire.</li> <li>• Annexure D – Completed, Signed and Submitted Technical Compliance Sheet.</li> </ul>
<b>Final weighted evaluation based on 80/20 preference point</b>	<ul style="list-style-type: none"> <li>• Pricing and price basis [firm]</li> <li>• 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.</li> </ul>

**12 Validity Period**

Transnet desires a validity period of 90 [ninety] Business Days from the closing date of this RFQ. This RFQ is valid until 20 September 2016.

Respondent's Signature

Date &amp; Company Stamp

**RETURNABLE DOCUMENT**

**13 Disclosure of Prices Quoted**

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

YES  NO

**14 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 (Price Schedule – to be completed in full)	
- CV of Key personnel (relevant to cleaning services industry) to be engaged for the contract : site / contracts Manager; Cleaning Supervisor.	
- Implementation Plan: Implementation plan detailing contracts management approach based on the following but limited to Implementation timelines; Procurement of resources (equipment, consumables and cleaners); Standard operating procedures; Quality monitoring and control measures; Management of non-conformance; Management reports	
- Annexure C – Completion of the SHE management Questionnaire Sheet	
- Annexure D – Completed, Signed and Submitted Technical Compliance Sheet	

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.*

**RETURNABLE DOCUMENT**

<b>Essential Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 2 : Evaluation criteria and list of returnable documents	
- SECTION 4 : RFQ Declaration and Breach of Law Form	
- SECTION 5 - references & contact details	
- SECTION 6 - RFQ clarification request form	
- Valid and original, or a certified copy, of your entity's <b>B-BBEE Verification Certification</b> 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	
- <b>Original valid Tax Clearance Certificate</b> [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
- Letter of Good Standing, Issued by the Department of Labour	
ANNEXURE A – B-BBEE Preference Points Claim Form	

**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

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

---

 Respondent's Signature

---

 Date & Company Stamp

**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.

**Price Schedule**

I/We quote as follows for the service required, for the cleaning of offices and garden maintenance at Vredendal depot for a period of 36 months, excluding VAT:

NAME OF BUILDING	ASSET NO.	AREA m <sup>2</sup>	RATE per m <sup>2</sup>	Total amount per m <sup>2</sup>
ELECTRICAL DEPOT	02BA282S	304.0 m <sup>2</sup>		
SIGNAL AND TRANSTEL	02BA286S	257.6 m <sup>2</sup>		
SIGNAL DEPOT	02BA287S	257.6 m <sup>2</sup>		
PERWAY	02BA285S	40.0 m <sup>2</sup>		
INFRA – MTV DEPOT	02BA284S	42.6 m <sup>2</sup>		
PERWAY – OLD STATION BUILDING	02BDA01C	286.2m <sup>2</sup>		
Gardening Services		280m <sup>2</sup>		
<b>TOTAL AMOUNT PER MONTH</b>				

Respondent's Signature

Date & Company Stamp

**RETURNABLE DOCUMENT**

Indicate cost break down and total per month as per below table.

<b>COST BREAKDOWN</b>			
<b>DESCRIPTION</b>	<b>NUMBER OF STAFF</b>	<b>RATE PER DAY</b>	<b>AMOUNT PER MONTH</b>
Wages-weekdays	3		
uniform clothing	3		
Profit margins %			
Consumable and equipment			
<b>OTHERS</b>			
<b>TOTAL (VAT EXCLUDED) PER MONTH</b>			

**PRICES/ RATES TO BE HELD FIRM FOR 12 MONTHS**

Bidders are obligated to supply the percentage breakdown of the presented price (this information is mandatory, failing to supply this information, your bid may be disqualified).

<b>Description</b>	<b>Percentage</b>
Labour	%
Consumables & equipment	%
Profit Margin	%
Total	

**NOTICE TO PRICING :**

- a) All prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- c) Escalation after 12 months on consumables will be determined by CPI, while labour will be subject to Statutory Labour increase as per government gazette at the ruling date.
- d) Kindly note that the bidder must please quote a firm price for the first twelve months
- e) 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.

**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. Non-disclosure Agreement; and
  - 2.5. Vendor Application Form and all supporting documents (first time vendors only)

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

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

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1. \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

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:

\_\_\_\_\_  
\_\_\_\_\_

**RETURNABLE DOCUMENT**

*[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 authorized hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____



**RETURNABLE DOCUMENT**

**SECTION 5**

**REFERENCES :**

Please indicate below the company names and contact details of existing customers who TRANSNET may contact to seek third party evaluations of your current service levels:

Name of Company	Nature of work & period	Telephone number	Contact Person

**Respondent's contact person:** *[Please complete]*

Company name :
Designation :
Telephone :
Cell Phone :
E-mail address :

"PREVIEW COPY ONLY"

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

**Section 6: RFQ CLARIFICATION REQUEST FORM**

RFQ No: SAZ/1143/2015

RFQ deadline for questions / RFQ Clarifications: Before 11:00 30 May 2016

TO: Transnet SOC Ltd  
ATTENTION: Cobus Carstens  
EMAIL: cobus.carstens@transnet.net  
DATE: \_\_\_\_\_  
FROM: \_\_\_\_\_

RFP Clarification No [to be inserted by Transnet]

**REQUEST FOR RFQ CLARIFICATION**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

"PREVIEW COPY ONLY"

**RFQ FOR THE PROVISION OF  
CLEANING OF OFFICES & GARDEN MAINTENANCE AT VREDENDAL DEPOT  
FOR A PERIOD OF 36 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 Broad 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

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

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;
- 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 or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies or the rendering costs of any service, for the execution of the contract;
- 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 the 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

---

Respondent's Signature

---

Date & Company Stamp

in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.

- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 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:  
*[delete either column "Maximum 10" or "Maximum 20"]*

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

Respondent's Signature

Date & Company Stamp

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.
- 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 certificate 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

---

Respondent's Signature

---

Date & Company Stamp

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 CME 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 a CME? 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

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

- 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 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:.....

"PREVIEW COPY ONLY"

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp





## ANNEXURE B : B-BBEE IMPROVEMENT PLAN

Transnet encourages its Suppliers/Service Providers to constantly strive to improve their B-BBEE rating. Whereas Respondents will be allocated points in terms of a preference point system based on its B-BBEE scorecard, in addition to such scoring, Transnet also requests that Respondents submit a B-BBEE improvement plan. Respondents are therefore requested to indicate the extent to which their ownership, management control, Supplier Development, Preferential Procurement and Enterprise Development will be maintained or improved over the contract period.

Respondents are requested to submit their B-BBEE Improvement Plan as an additional document with their Proposals.

Respondents are to insert their current status (%) and future targets (%) for the B-BBEE Improvement Plan [i.e. not the % change but the end-state quantum expressed as a percentage] in the table below. This will indicate how you intend to sustain or improve your B-BBEE rating over the contract period. On agreement, this will represent a binding commitment to the successful Respondent.

Transnet reserves the right to request supporting evidence to substantiate the commitments made in the B-BBEE Improvement Plan.

OWNERSHIP INDICATOR	Required Responses	Current Status (%)	Future Target (%)
1. The percentage of the business owned by Black <sup>1</sup> persons.	Provide a commitment based on the extent to which ownership in the hands of Black persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.		
2. The percentage of your business owned by Black women.	Provide a commitment based on the extent to which ownership in the hands of Black women as a percentage of total ownership of the organisation would be sustained or increased over the contract period.		
3. The percentage of the business owned by Black youth.	Provide a commitment based on the extent to which ownership in the hands of Black youth as a percentage of total ownership of the organisation would be sustained or increased over the contract period.		
4. The percentage of the business owned by Black persons living with disabilities	Provide a commitment based on the extent to which ownership in the hands of Black disabled persons as a percentage of total ownership of the organisation would be sustained or increased over the contract period.		
5. New Entrants <sup>3</sup> (Early stage business)	Provide a commitment based on the extent to which new entrants will be supported over the contract period.		

1 "Black" means South African Blacks, Coloureds and Indians, as defined in the B-BBEE Act, 53 of 2003

2 "Black youth" means Black persons from the age of 16 to 35

3 "New Entrants" means an early stage business which is similar to a start-up. However, an early stage business is typically 3 years old or less.

Respondent's Signature

Date & Company Stamp

MANAGEMENT CONTROL INDICATOR	Required Responses	Current Status (%)	Future Targets (%)
6. The percentage of Black Board members in relation to the total number of Board members	<i>Provide a commitment based on the extent to which the number of Black Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</i>		
7. The percentage of Black female Board members in relation to the total number of Board members	<i>Provide a commitment based on the extent to which the number of Black female Board members, as a percentage of the total Board, would be sustained or increased over the contract period.</i>		
8. Black Executives directors as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
9. Black female Executives directors as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black female executive Directors as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
<b>Other Executive Management</b>	<b>Required Response</b>	<b>Current Status (%)</b>	<b>Future Targets (%)</b>
10. Black Executive Management as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
11. Black Female Executive Management as a percentage of all executive directors	<i>Provide a commitment based on the extent to which the number of Black female executive Managers as a percentage of all Executive Directors would be sustained or increased over the contract period.</i>		
<b>Senior Management</b>	<b>Required Response</b>	<b>Current Status (%)</b>	<b>Future Targets (%)</b>
12. Black employees in Senior Management as a percentage of all senior management	<i>Provide the percentage of Blacks that would be appointed or retained by the Board and would be operationally involved in the day to day <b>senior management</b> of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of <b>overall strategy</b>, over the contract period.</i>		
13. Black female employees in Senior Management as a percentage of all senior management	<i>Provide the percentage of Black females that would be appointed or retained by the Board and would be operationally involved in the day to day <b>senior management</b> of the business, with individual responsibility for overall and/or financial management of the business and actively involved in the development and implementation of <b>overall strategy</b>, over the contract period.</i>		
<b>Middle Management</b>	<b>Required Response</b>	<b>Current</b>	<b>Future</b>

"PREVIEW COPY ONLY"

		Status (%)	Targets (%)
14. Black employees in Middle Management as a percentage of all middle management	<i>Provide the percentage of Blacks that would be retained or appointed by the organisation in the <b>middle management</b> cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the <b>day to day management</b> of the organisation, over the contract period.</i>		
15. Black female employees in Middle Management as a percentage of all middle management	<i>Provide the percentage of Blacks females that would be retained or appointed by the organisation in the <b>middle management</b> cadre and would be operationally involved in the day to day management of the business, with individual responsibility for a particular area within the business and actively involved in the <b>day to day management</b> of the organisation, over the contract period.</i>		
<b>Junior Management</b>	<b>Required Response</b>	<b>Current Status (%)</b>	<b>Future Targets (%)</b>
16. Black employees in Junior management as a percentage of all junior management	<i>Provide a commitment based on the extent to which the number of Black Junior Managers, as a percentage of the total junior Managers, would be sustained or increased over the contract period.</i>		
17. Black female employees in Junior management as a percentage of all junior management	<i>Provide a commitment based on the extent to which the number of Black female Junior Managers as a percentage of the total junior Managers, would be sustained or increased over the contract period.</i>		
<b>Employees with disabilities</b>	<b>Required Response</b>	<b>Current Status (%)</b>	<b>Future Targets (%)</b>
18. Black employees with disabilities as a percentage of all employees	<i>Provide a commitment based on the extent to which the percentage of Black disabled employees, in relation to the total of all employees in the organisation, would be sustained or increased over the contract period.</i>		
<b>PREFERENTIAL PROCUREMENT INDICATOR</b>	<b>Required Responses</b>	<b>Current Status (%)</b>	<b>Future Targets (%)</b>
19. B-BBEE procurement spend from all Empowering Suppliers <sup>4</sup> based on the B-BBEE procurement	<i>Provide a commitment based on the extent to which B-BBEE spend from all Empowering Suppliers would be sustained or increased over the contract period.</i>		

<sup>4</sup> "Empowering Suppliers" means a B-BBEE compliant entity, which should meet at least three of the following criteria if it is a Large Enterprise or one if it is a QSE:

(a) At least 25% of cost of sales excluding labour cost and depreciation must be procured from local producers or local supplier in SA, for service industry labour cost are included but capped to 15%.

(b) Job creation - 50% of jobs created are for Black people provided that the number of Black employees since the immediate prior verified B-BBEE Measurement is maintained.

(c) At least 25% transformation of raw material/beneficiation which include local manufacturing, production and/or assembly, and/or packaging.

(d) Skills transfer - at least spend 12 days per annum of productivity deployed in assisting Black EMEs and QSEs beneficiaries to increase their operation or financial capacity.

<p>recognition level as a percentage of total measured procurement spend</p>			
<p>20. 20 B-BBEE procurement spend from all Empowering Suppliers QSEs based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend</p>	<p><i>Provide a commitment based on the extent to which B-BBEE spend from Empowering Supplier QSEs would be sustained or increased over the contract period</i></p>		
<p>21. B-BBEE procurement spend from Exempted Micro-Enterprise based on the applicable B-BBEE procurement recognition Levels as a percentage of Total Measured Procurement Spend</p>	<p><i>Provide a commitment based on the extent to which B-BBEE spend from EMEs would be sustained or increased over the contract period</i></p>		
<p>22. B-BBEE procurement spend from Empowering Suppliers that are at least 51% black owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend</p>	<p><i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 51% Black-owned would be maintained or increased over the contract period</i></p>		
<p>23. B-BBEE procurement spend from Empowering Suppliers that are at least 30% black women owned based on the applicable B-BBEE Procurement Recognition Levels as a percentage of Total Measured Procurement Spend</p>	<p><i>Provide a commitment based on the extent to which spend from Empowering Suppliers who are more than 30% Black women-owned would be maintained or increased over the contract period.</i></p>		
<p>24. B-BBEE Procurement Spent from Designated Group<sup>5</sup> Suppliers that are at least 51% Black owned</p>	<p><i>Provide a commitment based on the extent to which spend from suppliers from Designated Group Suppliers that are at least 51% Black owned would be maintained or increased over the contract period.</i></p>		

"PRELIMINARY COPY ONLY"

<sup>5</sup> "Designated Groups" means:

- a) unemployed black people not attending and required by law to attend an educational institution and not awaiting admission to an educational institution;
- b) black people who are youth as defined in the National Youth Commission Act of 1996;
- c) black people who are persons with disabilities as defined in the Codes of Good Practice on employment of people with disabilities issued under the Employment Equity Act;
- d) black people living in rural and under developed areas; and
- e) black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011.

Respondent's Signature

Date & Company Stamp

<b>SUPPLIER DEVELOPMENT INDICATOR</b>	<b>Required Response</b>	<b>Current Status (%)</b>	<b>Future Target (%)</b>
25. Annual value of all Supplier Development <sup>6</sup> Contributions made by the Measured entity as a percentage of the target	<i>Provide a commitment based on the percentage in your organisation's annual spend on Supplier Development initiatives, will be maintained or improved over the contract period.</i>		
<b>ENTERPRISE DEVELOPMENT INDICATOR</b>	<b>Required Response</b>	<b>Current Status (%)</b>	<b>Future Target (%)</b>
26. The organisation's annual spend on Enterprise Development <sup>7</sup> as a percentage of Net Profit after Tax [NPAT]	<i>Provide a commitment based on the retention or increase in your organisation's annual spend on Enterprise Development initiatives, as a percentage of its Net Profit after Tax, over the contract period.</i>		

"PREVIEW COPY ONLY"

<sup>6</sup> **"Supplier Development"** means monetary or non-monetary contributions carried out for the benefit of value-adding suppliers to the Measured Entity, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:

(a) Supplier Development Contributions to suppliers that are Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% black owned or at least 51% black women owned.

Supplier Development within the context of the B-BBEE scorecard must be differentiated from Transnet's Supplier Development Initiatives. Whereas the former relates to the definition above, the latter relates to improving the socio-economic environment through initiatives that are committed to as part of a contract award that contribute to the development of a competitive supplier base in relation to a particular industry.

<sup>7</sup> **"Enterprise Development"** means monetary and non-monetary contributions carried out for the following beneficiaries, with the objective of contributing to the development, sustainability and financial and operational independence of those beneficiaries:

(a) Enterprise Development Contributions to Exempted Micro-Enterprises or Qualifying Small Enterprises which are at least 51% Black owned or at least 51% Black women owned;

Respondent's Signature

Date & Company Stamp

## ANNEXURE C: SHE MANAGEMENT QUESTIONNAIRE

### SAZ/1143/2016: CLEANING OF OFFICES AND GARDEN MAINTENANCE AT VREDENDAL

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

**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 SHE management system.		
Company Name: _____		
Signed: _____	Name: _____	
Position: _____	Date: _____	
Tender Description: _____		
Tender Number: _____		
Tenderer SHE Management System Questionnaire	Yes	No
<b>1. SHE Policy and Management</b>		
- <b>Is there a written company SHE policy?</b>		
- If yes provide a copy of the policy (ANNEXURE #)		
- <b>Does the company have an SHE Management system e.g. OHSAS, OHSAS, IRCA System etc</b>		
- If yes provide details		
- <b>Is there a company SHE Management System, procedures manual or plan?</b>		
- If yes provide a copy of the content page(s)		
- <b>Are the SHE responsibilities clearly identified for all levels of Management and employees?</b>		
- If yes provide details		
<b>2. Safe Work Practices and Procedures</b>		
- <b>Are safe operating procedures or specific safety</b>		

<b>instructions relevant to its operations available?</b> - If yes provide a summary listing of procedures or instructions		
<b>- Is there a SHE incident register?</b> If yes provide a copy		
<b>- Are Risk Assessments conducted and appropriate techniques used?</b> - If yes provide details		
<b>3. SHE Training</b>		
<b>Describe briefly how health and safety training is conducted in your company:</b>		
<b>- Is a record maintained of all training and induction programs undertaken for employees in your company?</b> - If yes provide examples of safety training records		
<b>4. SHE Workplace Inspection</b>		
<b>- Are regular health and safety inspections at worksites undertaken?</b> -If yes provide details		
<b>- Is there a procedure by which employees can report hazards at workplaces?</b> - If yes provide details		
<b>5. SHE Consultation</b>		
<b>- Is there a workplace SHE committee?</b>		
<b>- Are employees involved in decision making over SHE matters?</b> - If yes provide details		
<b>- Are there appointed SHE representatives?</b> - Comments		
<b>6. SHE Performance Monitoring</b>		
<b>- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents?</b> - If yes provide details		
<b>- Are employees regularly provided with information on</b>		

"PREVIEW COPY ONLY"

<b>company health and safety performance?</b>		
- If yes provide details		
<b>Is company registered with workmen's compensation and up to date?</b>		
- If yes provide proof of letter of good standing		
<b>- Has the company been fined or convicted of an occupational health and safety offence?</b>		
- If yes provide details		

Safety Performance Report

Monthly DIFR for previous months

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

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

=====  
 Signed  
 (Name)



## ANNEXURE D: TECHNICAL COMPLIANCE SHEET

### SAZ/1143/2016 : TECHNICAL COMPLIANCE SHEET FOR THE CLEANING OF OFFICES AND GARDEN MAINTENANCE AT VREDENDAL FOR A PERIOD OF 36 MONTHS

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

Noted is to be applied against statements and either of the other responses for all other clauses. Where either "Partial Compliance" is inserted, remarks as to the reason for the deviation from the requirement is required.

Please do not leave blanks.

Main Specification:			
Item	Specification Clause No.	Compliance Response	Explanation / Deviation / Reason
1	Clause 10.1 – 10.1.11		
2	Clause 10.2 – 10.2.11		
3	Clause 10.3 – 10.3.11		
4	Clause 10.4 – 10.4.7		
5	Clause 10.5 – 10.5.9		
6	Clause 10.6 – 10.6.10		
7	Clause 10.7 – 10.9		

Respondent's Signature

Date & Company Stamp