

TRANSNET FREIGHT RAIL

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

REQUEST FOR QUOTATION [RFQ] No BFX/54494

**FOR THE PROVISION OF: CLEANING, GARDENING AND HYGIENE SERVICES AT RTS DEPOT,
MAIN STREET, COLESBERG**

ISSUE DATE: 04 February 2022

CLOSING DATE: 15 February 2022

CLOSING TIME: 10:00 AM

**PREFERENTIAL PROCUREMENT PREQUALIFICATION CRITERIA - ONLY THE FOLLOWING
RESPONDENTS MAY RESPOND TO THIS RFQ:**

- **EXEMPTED MICRO ENTERPRISES (EMES) WITH A MINIMUM B-BBEE LEVEL (1) ONE.**

Section 1: SBD1 FORM**PART A****INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET FREIGHT RAIL, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	BFX/54494	ISSUE DATE:	04 February 2022	CLOSING DATE:	15 February 2022	CLOSING TIME:	10:00am
DESCRIPTION	CLEANING, GARDENING AND HYGIENE SERVICES AT RTS DEPOT, MAIN STREET, COLESBERG						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
TRANSNET FREIGHT RAIL: Tender Box: Room 1, Supply Chain Services Office, Real Estate Manager's Building, Austen Street, Beaconsfield, Kimberley, 8315.							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Leonie Visagie			CONTACT PERSON	Norman Papenfus		
TELEPHONE NUMBER	053-838 3119			TELEPHONE NUMBER	051-408 3224		
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS	TFR-TendersKimberley@transnet.net			E-MAIL ADDRESS	Norman.Papenfus@transnet.net		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]			2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER QUESTIONNAIRE BELOW]		

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

SECTION 2: NOTICE TO BIDDERS

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 INVITATION TO BID

Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent** or **Bidder**].

DESCRIPTION	CLEANING, GARDENING AND HYGIENE SERVICES AT RTS DEPOT, MAIN STREET, COLESBERG
RFQ DOWNLOADING	This RFQ may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge or Transnet web site. www.transnetfreightrail-tfr.net/Supplier/Lists/TFR%20TENDER%20List/AllItems.asp. Alternatively, this RFQ may be purchased at R100 (inclusive of VAT) per set for those bidders that require a hard copy from Transnet. Bidders are however encouraged to download the RFQ from the eTender Portal instead. To download RFQ and Annexures: - Click on "Tender Opportunities"; - Select "Advertised Tenders"; - In the "Department" box, select Transnet SOC Ltd; Once the tender has been located in the list, click on the "Tender documents" tab and process to download all uploaded documents. Alternatively, this RFQ may be purchased at R100 (inclusive of VAT) per set for those bidders that require a hard copy from Transnet. Payment is to be made as follows: Bank: Standard Bank Account Number: 203158598 Branch code: 004805 Account Name: Transnet Freight Rail Reference: BFX/54494 NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the RFQ documents and submitted thereafter with your Proposal.
EMAIL ADDRESS FOR COMMUNICATION	Once Bidders download the RFQ off the Portal, they are required to send their contact details to the following address: TFR-TendersKimberley@transnet.net This is to ensure that any required communication in relation to this RFQ reaches those intending to respond. Furthermore, any addenda to the RFQ or clarifications will be published on the e-tender portal. Bidders are required to check the e-tender portal prior to finalising their bid submissions for any changes or clarifications to the RFQ. Transnet will not be held liable if Bidders do not receive the latest information regarding this RFQ with the possible consequence of either being disadvantaged or disqualified as a result thereof.
ISSUE AND COLLECTION DATE DEADLINE	Bidders are to note that the RFQ documents will be available for download from 04/02/2022 or may be collected between 09:00 am and 03:00 pm from 04/02/2022 until 15/02/2022 i. Collect the RFQ from the following address, bringing along proof of payment Room 1, Supply Chain Services Office, Real Estate Manager's Building, Austen Street, Beaconsfield, Kimberley, 8315.
CLOSING DATE	10:00 am on Tuesday 15/02/2022 Bidders must ensure that bids are delivered timeously to the correct address.

	TRANSNET FREIGHT RAIL: Tender Box: Room 1, Supply Chain Services Office, Real Estate Manager's Building, Austen Street, Beaconsfield, Kimberley, 8315. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
BID OPENING	A public opening will not be held for this bid, however Respondents will be provided with a copy of the opening register indicating the names of the Respondents.
VALIDITY PERIOD	90 Business Days from Closing Date of the RFQ until 24/06/2022 Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded. With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 12

Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.

3 Preferential Procurement Prequalification Criteria

3.1 Minimum B-BBEE level

Transnet has set a minimum B-BBEE threshold for participation in this RFQ process. The minimum B-BBEE threshold in this instance is a B-BBEE Level one (1). Respondents who do not have at least this B-BBEE status or higher will be disqualified.

3.2 Exempted Micro Enterprises

Transnet has set a prequalification criterion that only Exempted Micro Enterprises (EMEs) may participate in this RFQ process. A bid that fails to meet this pre-qualifying criteria will be regarded as an unacceptable bid.

4 Communication

- 4.1 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- 4.2 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 4.3 Respondents may also, at any time after the closing date of the RFQ, communicate with the Secretariat of the Transnet Acquisition Council on any matter relating to its RFQ response:

Telephone 053-838 3119

Email: TFR-TendersKimberley@transnet.net

5 Legal Compliance

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

6 Employment Equity Act

Respondents must comply with the requirements of the Employment Equity Act 55 of 1998 applicable to it including (but not limited to) Section 53 of the Employment Equity Act.

7 Changes to Quotations

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

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

9.1 Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of 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;
- 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 / services 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;
- cancel the quotation process;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent;
- award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price, even after they have been issued with a Letter of Regret.

10 Specification/Scope of Work

ANNEXURE A: SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS.

11 Legal review

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

12 Security clearance

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

13 National Treasury's Central Supplier Database

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Transnet is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

For this purpose, the attached SBD 1 Form must be completed and submitted as a mandatory returnable document by the closing date and time of the bid.

14 Tax Compliance

Respondents must be compliant when submitting a proposal to Transnet and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this bid that the tax matters of the successful Respondents be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Respondents tax obligations.

The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids.

It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

15 Protection of Personal Data

In responding to this bid, Transnet acknowledges that it may obtain and have access to personal data of the Respondents. Transnet agrees that it shall only process the information disclosed by Respondents in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, Transnet requires Respondents to process any personal information disclosed by Transnet in the bidding process in the same manner. The detailed mutual duties of Transnet and the Respondents to protect personal information is contained in paragraph 36 of the General Bid Conditions.

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

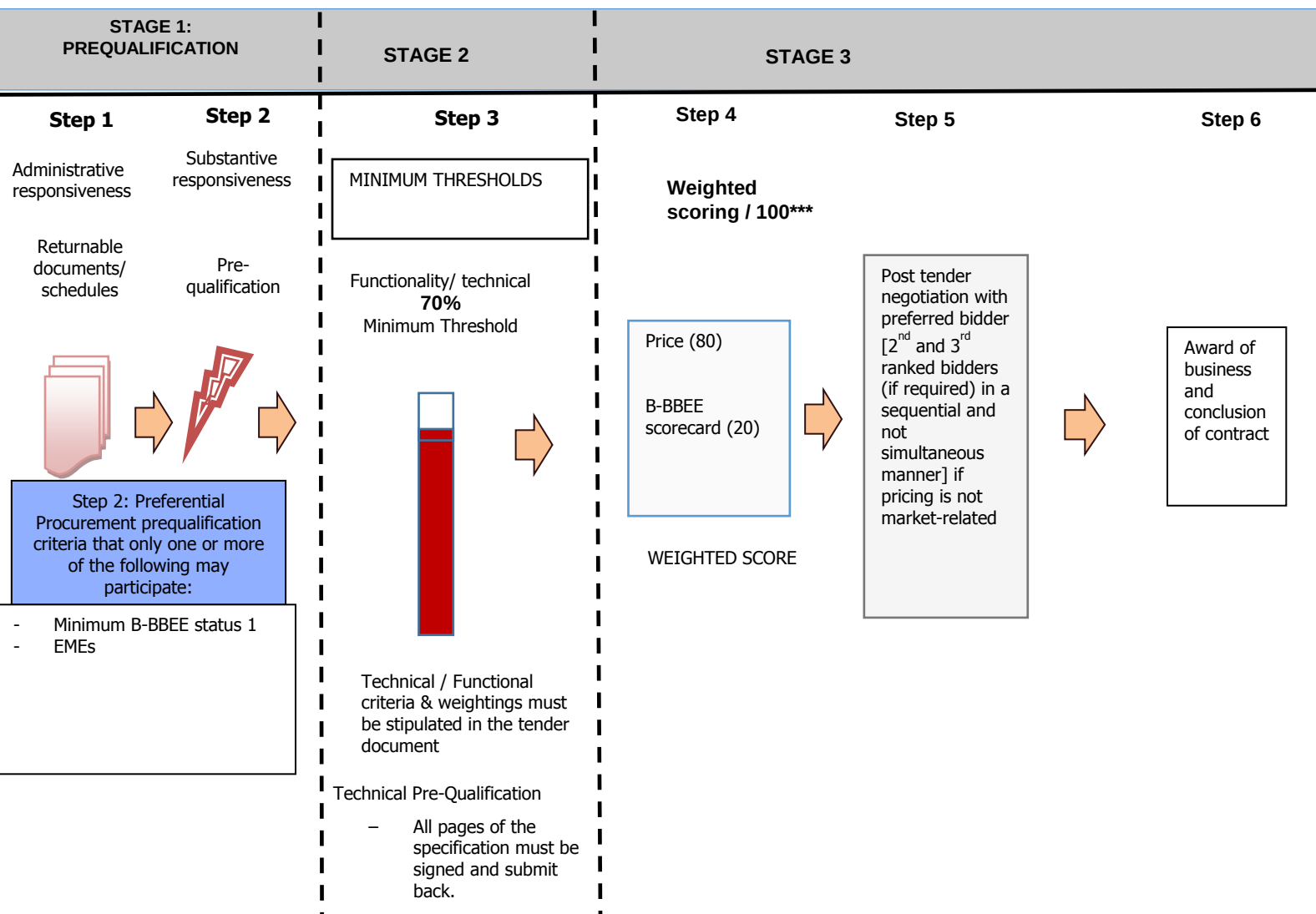
TIP-OFFS ANONYMOUS: 0800 003 05

SECTION 3

EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

16 Valuation Criteria

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



1.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFQ Reference
Whether the Bid has been lodged on time	
Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	<i>Section 3</i>
Verify the validity of all returnable documents	<i>Section 3</i>
Verify if the Bid document has been duly signed by the authorised respondent	<i>All sections</i>

The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further pre-qualification

1.2 STEP TWO: Test for Substantive Responsiveness to RFQ

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

Check for substantive responsiveness	RFQ Reference
Whether any general pre-qualification criteria set by Transnet, have been met	All sections including: Section 2
Whether the Bid contains a priced offer with all items priced completed in full.	Section 4 - Quotation Form
Whether the Bid materially complies with the scope and/or specification given.	All Sections
- Whether any Technical prequalification criteria have been met as follows: - All pages of the specification must be signed. If not signed document will be non-responsive. Annexure A	Annexure A
- Whether any set prequalification criteria for preferential procurement have been met: - Exempted Micro Enterprises (EMEs) with a minimum B-BBEE Level 1	Section 2 - Paragraph 4

The test for substantive responsiveness [Step Two] must be passed for a Respondent's proposal to progress to Step Three for further evaluation

1.3 STEP THREE: Minimum Threshold 70% for Technical Criteria

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

Technical Scoring Matrix				Cleaning, Hygiene and Gardening – Western Region
Criteria	Weight (%)	Requirements	Type of proof to be submitted	Scoring Criteria
Technical Capability			Supplier provided reference(s) that prove relevant work experience	
Supplier related experience	30%	Respondents must provide written reference letter on client company's letterhead for previous work done stating similar work performed. The must include the value of the projects and the duration. Multiple reference letters will be accepted.	Written contactable references	0 = No reference of work related experience 1 = Experience of 12 months and less. 2 = Experience of more than 12 months but less than or equal to 24 months 3 = Experience of more than 24 months but less and equal to 48 months 4 = Experience of more than 48 months but less and equal to 60 months 5 = Experience of more than 60 months
Availability of Resources:	25%	Availability of Resources: CLEANING STAFF AND SUPERVISOR. Respondents must supply Resource Allocation Plan for Cleaning Services indicating all available and personnel to be assigned to contract, their duties and responsibilities.	Written Availability of Resources.	0 = No plan submitted 1 = Resource allocation plan submitted but not complete. 2 = Resource allocation plan submitted for one (1) contracting staff member but not complete. 3 = Resource allocation plan submitted for one (1) contracting staff member without supervisor. 4 = Resource allocation plan submitted for one (1) contracting staff member and supervisor, but not complete. 5 = Resource allocation plan to this contract submitted for one (1) contracted staff member with one supervisor. Full completed.
Measurements of Equipment:	25%	Availability of Equipment List: HYGIENE; CLEANING AND GARDENING SERVICE. Respondents must supply written equipment that will be immediately available. For equipment requirements, refer to Annexure A	Written equipment that will be immediately available.	0 = No information provided/attached 1 = Less than 40% of equipment is available as per requirement in RFQ 2 = Between 40% – 60% of equipment is available as per requirement in RFQ 3 = Between 61% - 80% of equipment is available as per requirement in RFQ 4 = Between 81% - 90% of equipment is available as per requirement in RFQ 5 = >91% of equipment is available as per requirement in RFQ
Implementation Plan	10%	Respondents must provide Implementation Plan that includes the following but not limited to: - Cleaning tasks broken down into activities and Indicating timeframes. (Cleaning schedule) - Contingency plan on staff & consumable. - Contingency plan on Equipment and Machinery. - Training Plan	Implementation Plan	0 = no plan submitted 1 = Plan Submitted but does not address relevant requirements. 2 = Response addresses 1 of 4 items as per working plan requirement. 3 = Response addresses 2 of 4 items as per Implementation plan requirement. 4 = Response addresses 3 of 4 items as per Implementation plan requirement. 5 = Response addresses all 4 items as per Implementation plan requirement.

Respondent's Signature

Date & Company Stamp

Technical Scoring Matrix				Cleaning, Hygiene and Gardening – Western Region
Criteria	Weight (%)	Requirements	Type of proof to be submitted	Scoring Criteria
Occupational Health and Safety	10%	Submit the following documents as a minimum with your tender: - Valid letter of good standing - A safety plan to be submitted in accordance with the OHSA1993 - Risk assessment for working with cleaning chemical. - Safety Work Method Statement working with electrical machinery and hand tools. - The service provider must submit together with their bid response a Materials Safety Data Sheet (MSDS) for all hazardous and non –hazardous chemical(s) the supplier proposes to use.	Occupational Health and Safety	0 =Tenderer submitted no information for Items addressed above. 1 = Submitted 1 documentation from Items addressed above. 2 = Submitted 2 documentations from Items addressed above. 3 = Submitted 3 documentations from items mentioned above. 4 = Submitted 4 documentations from items mentioned above. 5 = Submitted 5 documentations from all items mentioned above.
Total	100			

Respondents must complete and submit **Annexure D which include a Technical Questionnaire**. A Respondent's compliance with the minimum functionality/technical threshold will be measured by their responses to Annexure B.

Respondents are to note that Transnet will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

The minimum threshold for technical/functionality [Step Three] must be met or exceeded for a Respondent's Proposal to progress to Step Four for final evaluation

1.4 STEP FOUR: Evaluation and Final Weighted Scoring

a) **Price Criteria** [Weighted score 80 points]:

Evaluation Criteria	RFQ Reference
• Whether the Bid contains a priced offer with all items priced in full.	Section 4 with Annexure C

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

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Score for the Bid under consideration

Pt = Price of Bid under consideration

$Pmin$ = Price of lowest acceptable Bid

- b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 20 points]
- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
 - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

1.5 STEP FIVE: Post Tender Negotiations (if applicable)

- Respondents are to note that Transnet may not award a contract if the price offered is not market-related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
 - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
 - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. A final evaluation will be conducted in terms of 80/20 and the contract will be negotiated and awarded to the successful Respondent(s).

1.6 STEP SIX: Award of business and conclusion of contract

- Immediately after approval to award the contract has been received, the successful or preferred bidder(s) will be informed of the acceptance of his/their Quotation by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s).
- Otherwise, a final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

17 Validity Period

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

Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

18 Disclosure of Prices Quoted

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-

Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 01 of 2015/2016.

19 Returnable Documents

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with the quotation based on the consequences of non-submission as indicated below:

Mandatory Returnable Documents	<i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ <u>will</u> result in a Respondent's disqualification.</i>
Returnable Documents Used for Scoring	<i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</i>
Essential Returnable Documents	<i>Failure to provide essential Returnable Documents <u>will</u> result in Transnet affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.</i>

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

a) Mandatory Returnable Documents

Respondents are required to submit with their Quotations the **Mandatory Returnable Documents**, and also to confirm submission of these documents by so indicating [Yes or No] in the tables below:

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 1: SBD1 Form	
SECTION 4: Quotation Form: All items on pricing schedule must be fully completed/priced, if not it will be regarded as invalid.	
ANNEXURE A: Technical Pre-Qualification All pages of the specification must be signed. If not signed document will be non-responsive. Failure for bidders to submit a fully signed specification with tender will lead to bid being disqualified.	
Bidders must submit valid B-BBEE certificate status level 1 (one) EMEs or a valid sworn affidavits. Failure for bidders to submit this document with tender will lead to bid being disqualified.	
ANNEXURE E: Contract Cleaning Minimum wage Price Schedule as published in the government Gazette NO: 11041 VOL 656 (Failure to submit a sign cleaning minimum wage document will render the submission Non – Responsive)	
Valid letter of good standing: Registration with Department of Labour. Or proof of application.	

Mandatory Returnable Documents	Submitted [Yes or No]
Submitting valid copy of certificate issued by the Department of Agriculture to certify that the Tenderer or his/her representative is a pest control operator in terms of Act 36 of 1947, (PCO certificate accompanied by the appointed litter from the Tenderer)	

b) Returnable Documents Used for Scoring

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **Returnable Documents Used for Scoring** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
– Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 7 of this RFQ.	
– Supplier related experience	
– Availability of Resources	
– Measurements of Equipment	
– Implementation Plan	
– Occupational Health and Safety	

c) Essential Returnable Documents:

Over and the above the requirements of section (a) and (b) mentioned above, Respondents are further required to submit with their Proposals the following **Essential Returnable Documents** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
SECTION 5: Certificate of Acquaintance with RFQ Documents	
SECTION 6: RFQ Declaration and Breach of Law Form	
SECTION 7: B-BBEE Preference Claim Form	
SECTION 8: SBD 9 - Certificate Of Independent Bid Determination	
SECTION 9 : Certificate of attendance of compulsory RFQ Briefing	
Subcontracting agreement as proof of subcontracting arrangement	
Supplier Declaration Form	

20 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 valid proof of B-BBEE status, 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 immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

SECTION 4

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 Services to Transnet; **OR** Master Agreement; and
- any other standard or special conditions embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us. I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

Price Schedule

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

1. CLEANING SERVICES DAILY

Recommended Cleaner: one Cleaner and one Supervisor.

STATION: COLESBERG						
DEPOT: RAIL NETWORK RTS DEPOT						
ASSET	DESCRIPTION	SIZE		PRICE PER MONTH – YEAR ONE	PRICE PER MONTH - YEAR TWO	PRICE PER MONTH - YEAR THREE
02AX147B	Goods shed and office	±136m ²	Daily			
Mobile Unit	Ablution	±36m ²	Daily			
Mobile Unit	Office	±18m ²	Daily			
02AX151B	Workshop	171,0m ²	Daily			
02AX154B	Guard Room	±10,0m ²	Daily			
SUB TOTAL:						
VAT 15%						
TOTAL:				R	R	R

2. GARDENING SERVICES

ASSET	DESCRIPTION		PRICE PER MONTH – YEAR ONE	PRICE PER MONTH - YEAR TWO	PRICE PER MONTH - YEAR THREE
RMB0041B	Land as per attached Plan No. Colesberg (CLJ)	Daily			
SUB TOTAL:					
VAT 15%					
TOTAL:			R	R	R

3. RENTAL AND MAINTENANCE OF HYGIENE EQUIPMENT

All prices 1-4 must be included in the service per month cost mentioned above.						
DESCRIPTION	UNIT	QTY		MONTHLY TOTAL - YEAR ONE	MONTHLY TOTAL YEAR TWO	MONTHLY TOTAL YEAR THREE
Jumbo roll stands once off and jumbo roll to be supplied monthly	EA	1	Monthly			
Liquid hand soap dispenser (Plastic) once off and 5l liquid soap monthly	EA	1	Monthly			
P-mats to be supplied monthly	Per month	3	Monthly			
SABS Toilet paper 48 rolls to be supplied by month	Per Unit (48 rolls)	2	Monthly			
SUB TOTAL:						
VAT 15%						
TOTAL:				R	R	R

The contractor shall issue service slips, duly signed-off to TFR Project Manager as proof that the service has been carried out.

Delivery Lead-Time from date of purchase order: _____ **[days/weeks]**

Respondents are to note that Transnet will round off final pricing scores to the nearest 2 (two) decimal places.

Notes to Pricing:

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-
 - (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFQ;
 - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFQ;

Respondent's Signature

Date & Company Stamp

(iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFQ.

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFQ.

- b) All Prices must be quoted in South African Rand, inclusive of VAT
- c) Any disbursement not specifically priced for above will not be considered/accepted by Transnet.
- d) 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 will result in a bid being disqualified.
- 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.

SECTION 5

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

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

1. Transnet's General Bid Conditions
2. Standard RFQ Terms and Conditions for the supply of Goods or Services to Transnet
3. Transnet's Supplier Integrity Pact
4. Non-disclosure Agreement
5. Supplier Declaration Form and all supporting documents (first time vendors only). Alternatively, for all existing vendors, please complete the table below under the heading "Existing vendors".

Existing vendors: existing vendors are required to confirm whether all the information (e.g. company address, contact details, banking details, etc.) relating to the existing vendor number is still correct at the time of submission of this bid or update their information in the table below:

Transnet Operating Division [e.g. TFR, TE, etc]	Vendor Number	Information still current [tick if applicable]	Information change [indicate detail of change/s & attach appropriate proof]

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFQ unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim based on an allegation that any aspect of this RFQ was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFQ documents included in the RFQ as a returnable document, is found not to be true and/ or complete in every respect.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

SECTION 6**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 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 have complied with all Obligations of the Bidder/Supplier as indicated in paragraph 3 of the Transnet Supplier Integrity Pact which includes but is not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
6. 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;
7. 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 Transnet including any person who may be involved in the evaluation and/or adjudication of this Bid;
8. 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;
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **is / is not** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFQ; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

Respondent's Signature_____
Date & Company Stamp

FULL NAME OF OWNER/MEMBER/DIRECTOR/
PARTNER/SHAREHOLDER/EMPLOYEE:

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]

11. 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

12. We further hereby certify that *I/we have/have not been* [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

DATE OF BREACH: _____

Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at _____ on this ____ day of _____ 20__

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

SECTION 7**B-BBEE PREFERENCE POINTS CLAIM FORM**

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

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Either the 80/20 preference point system will be applicable to this tender.
- 1.4 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.5 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.6 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"** means:
 - 1) B-BBEE status level certificate issued by an unauthorised body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small EEnterprise in terms of a Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"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.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20

3.2 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s	=	Points scored for comparative price of bid under consideration
P_t	=	Comparative price of bid under consideration
$P_{\min}$	=	Comparative price of lowest acceptable bid

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's

¹ In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a Sworn Affidavit as the generic codes are not applicable to them.

responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 6.1

6.1 B-BBEE Status Level of Contribution: . =(maximum of 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company

- ☐ (Pty) Limited
[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraphs 4.1 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 4.1 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

SECTION 8: SBD 9- CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
2. Transnet will take all reasonable steps to prevent abuse of the supply chain management system and to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
3. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
4. In order to give effect to the above, the following certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. geographical area where product or service will be rendered (market allocation)
 - c. methods, factors or formulas used to calculate prices;
 - d. the intention or decision to submit or not to submit, a bid;
 - e. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f. bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

ANNEXURE A**SCOPE OF WORK****WORKING HOURS MONDAY TO FRIDAY 07:30 TO 16:00 EXCLUDING WEEKENDS & PUBLIC HOLIDAYS (5 WORKING DAYS)****Notes to Pricing:**

- f) All Prices must be quoted in South African Rand, exclusive of VAT
- g) 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.
- h) 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.

CONTRACTUAL OBLIGATIONS CLEANING SERVICES**AREAS TO BE CLEANED**

- (A) Main Entrance / Security / Ablution / Reception Area and surrounding depot area
- (B) Offices and passages (including boardrooms, store rooms, etc.)
- (C) Toilets: Ladies / Gents
- (D) Kitchens
- (E) Windows
- (F) Parking area
- (G) Surrounding area (at main entrance) and garden area

DUTIES (all floors / areas where applicable)**1. DUSTING (OFFICES AND PASSAGES)****(A) CARPETS**

Vacuum	Weekly
Spot Clean	As necessary
Steam clean	Quarterly

(B) OFFICE FURNITURE

Vacuum (cloth chairs)	Weekly
Spot clean	As necessary
Steam clean	Quarterly

(C) OTHER

Clean all telephone and disinfect	Weekly
Dust all high ledges and fittings	Weekly
Dust all horizontal surfaces (low level)	Weekly
Dust all vertical surfaces (walls, cabinets,	

etc. to the height of 2 meters	Weekly
Dust all windows / ledges / walls	Weekly

2. WASTE DISPOSAL (OFFICES, KITCHENS AND TOILET)

Empty and clean all ashtrays	As necessary
Empty and clean all waste baskets and receptacles	As necessary
Remove all waste from premises	Weekly

3. WALLS / DOORS AND PAINTWORK

Spot clean all low surfaces (finger marks, etc)	Weekly
Washing of walls (top to bottom)	Quarterly

4. GLASS DOOR AND METAL WORK

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

5. ENTRANCE FOYER / RECEPTION / RECEPTION OFFICE / LOBBY'S

Sweep entrance foyer and entrance	Daily
Clean door mats and dust blinds	Daily
Damp clean counter tops	Daily
Damp mop	Daily
Machine buff	Daily
Clean up Lobby's outside windows	Daily

6. TOILETS

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

7. WINDOW CLEANING

Clean interior faces of all windows (low & high)	Quarterly
Clean exterior faces of all windows (low & high)	Quarterly
Clean main entrance foyer glass window internally & externally	Weekly

8. VERTICAL BLINDS

Dust	Daily
Wash	Quarterly

9. MISCELLANEOUS

Polish desk and office furniture	Weekly
----------------------------------	--------

Material covered furniture to be vacuumed

Weekly
Quarterly

10. KITCHENS

Floors to be damp mopped

Daily

Sinks to be cleaned

Daily

Cupboard to be damp wiped

Daily

Cupboard to be washed (inside)

Quarterly

Wipe clean all electrical equipment and or other

Daily

12. ALL PARKING AREAS / RAMP / GUARD HOUSE & OUT BUILDINGS

All surface refuse to be removed

Daily

Sweep around buildings

Daily

13. EXTERNAL AREA AT MAIN ENTRANCE & VARIOUS ASSEMBLY POINTS

All surface refuse to be removed

Daily

Area to be swept

Daily

Garden area to be kept clean & neat where necessary

Daily

15. SAFETY FILE

Safety file to be available one week after award of business.

Safety file to be on site and to consist of the following to be submitted on award of business

Risk Assessment and Safety Plan

Written Safe Work Procedures and Job Observations

Valid Appointment letters (First Aid / Pest Control / SHE Reps)

Valid Certificates (First Aid / Pest Control / SHE Rep / Site Access)

Recording of IOD Incidents

Audit and Inspection of all machinery

Minutes of Meetings

Register of Personal Protective Equipment

Training Certificates for all employees

General issues

19. EQUIPMENT / MATERIALS / CONSUMABLES

TO BE PROVIDED / SERVICED BY CONTRACTOR AND DELIVERED TIMEOUSLY

1. Vacuum cleaners
2. Polishers
3. Brooms
4. Mops
5. All Cleaning Chemicals (properly marked)
6. Buckets
7. Necessary sign boards (e.g. floor Wet / Slippery, etc.)

8. Contractor to conform with all Safety Requirements including
9. Safety, Health, Environment (SHE) Induction for Contractors as specified by Transnet Freight Rail (copy enclosed)
10. Consumables e.g. cleaning chemicals be in an acceptable standard meaning **SABS** approved or equivalent.
11. Protective clothing

NB: All cleaning chemicals and cleaning machinery to be supplied by the cleaning company and clearly marked by the contractor.

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

Toilet Areas are not be used as change rooms. Cleaning of equipment will not be allowed in toilet / kitchen areas

Disposal of dirty water to be deposited directly into toilet pans, toilet areas to be cleaned after work has been completed or minimum twice daily.

20. CLEANING OF DISHES

All dishes to be cleaned in all areas. Contractor to supply dish washing liquid and dish cloths

As-And-When

CONTRACTUAL OBLIGATIONS GARDENING

1. The work includes the monthly maintenance of gardens lawn, flower beds and open areas including whole area inside the boundary fencing of the depot and 1 m outside the boundary fencing.

2. LAWN

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

3. FLOWER BEDS

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

4. OPEN AREAS

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

5. REQUIREMENTS FOR THE CONTRACT

LAWS AND REGULATIONS

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

Basic Conditions of Employment Act (Act No. 3 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.

6. 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 with the safety standards as requires 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.

7. 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 all times.

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 lawn 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.

8. GENERAL

Lawn shall where possible be watered by means of garden hoses with sprinklers (rotating impact sprinklers "rain bird", or similar). Where not applicable, lawn 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 (20 %) penalty, from the monthly payment.

9. UNIFORM CLOTHING

The Contractor shall at all times ensure that all staff has been provided with all necessary protective clothing, e.g. gloves, shoes, masks, etc.

All cleaning staff to be identifiable with (visible) identification at all times

10. TERMS OF CONTRACT

- 10.1 The CONTRACTOR will be held responsible for any damages or losses caused by himself/herself 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.
- 10.2 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.
- 10.3 Payment unless otherwise agreed between TRANSNET and the CONTRACTOR will occur monthly on the last day of each calendar month. If the total work is not to the satisfaction of TRANSNET a pro rata payment reduction will occur in proportion to the total scope of the work.

11. 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.

12. LABOUR

When a staff member is off sick or on leave, alternative arrangements must be made and only a trained/ qualified relief is to be on duty in the absentees place.

The Contractor is to ensure that a full complement of cleaning staff is on duty at all time.

13. PENALTY

A penalty will be levied equal to a day's wages for any cleaning staff member not present

NOTE: Personal Protective Equipment to be worn at all times.

14. SUPERVISION

It is noted that a Supervisor will be available as and when required to address any problems that may arise and to carry out inspections on a weekly basis and a checklist be signed off by the Transnet personnel

15. PAYMENT

Tax invoices shall be submitted together with a month-end statement. Payment against such month- end statement shall be made by Transnet within 30 (thirty) days after date of receipt by Transnet of the statement together with all undisputed Tax Invoices and supporting documentation.

**16 . 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 one week of notification of acceptance of his tender, the contractor shall submit his Safety file

17. 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

18. 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

19. 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.

Note: A certificate indicating that your employees are trained and competent in the use of hazardous chemical substances and cleaning materials on award of business.

20. 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

21. INDEMNITY CLAUSE

Transnet will not be held responsible for any injuries incurred by the Contractor while rendering the service.

22. SITE BOOK

A site instruction book is to 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 Contractor shall make good to the satisfaction of Transnet any discrepancies recorded in the site diary book within 1 working day.

23. BREACH OF CONTRACT

Transnet will terminate this contract by giving 30(thirty) days' notice should the service you are providing be found to be in error of the conditions/specifications or not performing their duties to Transnet satisfaction

24. AMENDMENTS AND/OR ADDITIONS

Transnet reserves the right to amend the scope of the contract due to operational changes within Transnet. No amendments, variations and/or additions to the contract shall, however, be of any force or effect unless confirmed in writing and signed by both parties.

25. HOUSING OF EMPLOYEES

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

26. TOILET FACILITIES

Use of existing toilet facilities will be permitted.

27. GENERAL

The owner /manager must pay a visit to the offices once a week

The owner / manager must be available during working hours

Salaries paid to the workers must be in accordance with the minimum prescribed wages as per the Labour Relations Act.

Salaries of all the cleaning staff must be in their accounts on the last working day of the month.

After the tender has been awarded, every worker must have a job output describing in detail all duties to be performed by that person every day.

Cleaning staff do not automatically have access or use of food at meetings, courses, etc.

Own facilities to be kept clean and tidy daily.

28. DAMAGE TO PROPERTY AND OR SERVICES

The contractor shall take adequate precaution against damage to existing assets and injury to persons. The tenderer will be responsible for the repairs and cost incurred

29. INSURANCE

The contractor shall provide the insurance for the following: Public Liability and Safety

30. WORKING METHODS

The CONTRACTOR must supply mess facilities for his employees or negotiate with TRANSNET in that regard.

The CONTRACTOR shall comply with the provisions of:

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

Basic Conditions of Employment Act (Act No. 3 of 1983) (as amended);

Provincial Ordinances and Local Authority by-laws and all relevant Regulations framed thereunder;

Labour Relations Act (Act No. 66 of 1995);

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

The CONTRACTOR must subject himself/herself to the security requirements of TRANSNET.

31. WAGE REGULATING MEASURES

The Contractor shall acquaint himself with any relevant wage regulations 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.

Respondent's Signature

Date & Company Stamp

ANNEXURE D**Minimum Threshold of 70% for Technical Criteria**

Failure to achieve the 70% threshold will lead to disqualification. The test for the Technical and Functional threshold will include the following:

The test for the Technical and Functional threshold will include the following: Please see attached Annexure B for Technical Evaluation Criteria.

MEASUREMENT FOR SUPPLIER RELATED EXPERIENCE IN THIS FIELD OF WORK: 30%

Respondent to indicate below experience it holds in this field of work also to provide proof thereof e.g. reference (Company name, contact person, telephone no & project duration) letter on Client Company's letterhead for previous work done stating similar work performed. The must include the value of the projects and the duration. Multiple reference letters will be accepted.

Description: Supplier related experience	Weight=30% Score
No reference of work related experience	0
Experience of 12 months and less.	1
Experience of more than 12 months but less than or equal to 24 months	2
Experience of more than 24 months but less and equal to 48 months	3
Experience of more than 48 months but less and equal to 60 months	4
Experience of more than 60 months	5

Proof to be attached after this page. If no proof is provided bidder will receive null (0) points for the criteria.

AVAILABILITY OF RESOURCES: 25%

Submit the following documents as a minimum with your tender document:

Availability of Resources: Cleaner staff and supervisor.

Respondents must supply **Resource Allocation Plan** (Cleaning Services) indicating all available and personnel to be assigned to contract, their duties and responsibilities.

Written Availability of Resources	Weight=25% Score
No plan submitted	0
Resource allocation plan submitted but not complete.	1
Resource allocation plan submitted for one (1) contracting staff member but not complete.	2
Resource allocation plan submitted for one (1) contracting staff member without supervisor.	3
Resource allocation plan submitted for one (1) contracting staff member and supervisor, but not complete.	4
Resource allocation plan to this contract submitted for one (1) contracted staff member with one supervisor. Full completed.	5

Proof to be attached after this page. If no proof is provided bidder will receive null (0) points for the criteria.

MEASUREMENTS OF EQUIPMENT: 25%

Submit the following documents as a minimum with your tender document:

Availability of Equipment List: HYGIENE, CLEANING AND GARDENING SERVICE. Respondents must supply written equipment that will be immediately available. For equipment requirements, refer to Annexure C.

Written equipment that will be immediately available.	Weight= 25% Score
No information provided/attached	0
Less than 40% of equipment is available as per requirement in RFQ	1
Between 40% – 60% of equipment is available as per requirement in RFQ	2
Between 61% - 80% of equipment is available as per requirement in RFQ	3
Between 81% - 90% of equipment is available as per requirement in RFQ	4
>91% of equipment is available as per requirement in RFQ	5

Proof to be attached after this page. If no proof is provided bidder will receive null (0) points for the criteria.

MEASUREMENT ON THE IMPLEMENTATION PLAN: 10%

Respondents must provide Implementation Plan that includes the following but not limited to:

- Cleaning tasks broken down into activities and Indicating timeframes. (Cleaning schedule)
- Contingency plan on staff & consumable.
- Contingency plan on Equipment and Machinery.
- Training Plan

Description: Implementation plan	Weight=10% Score
No plan submitted	0
Plan Submitted but does not address relevant requirements.	1
Response addresses 1 of 4 items as per Implementation plan requirement.	2
Response addresses 2 of 4 items as per Implementation plan requirement.	3
Response addresses 3 of 4 items as per Implementation plan requirement.	4
Response addresses all 4 items as per Implementation plan requirement.	5

Proof to be attached after this page. If no proof is provided bidder will receive null (0) points for the criteria.

MEASUREMENT ON THE OCCUPATIONAL HEALTH AND SAFETY: 10%

Submit the following documents as a minimum with your tender document:

- Valid letter of good standing
- A safety plan to be submitted in accordance with the OHSA1993
- Risk assessment for working with cleaning chemical.
- Safety Work Method Statement working with electrical machinery and cleaning chemicals.
- The service provider must submit together with their bid response a Materials Safety Data Sheet (MSDS) for all hazardous and non –hazardous chemical(s) the supplier proposes to use.

Description: Occupational Health and Safety	Weight=10% Score
Tenderer submitted no information for Items addressed above.	0
Submitted 1 documentation from Items addressed above.	1
Submitted 2 documentations from Items addressed above.	2
Submitted 3 documentations from items mentioned above.	3
Submitted 4 documentations from items mentioned above.	4
Submitted 5 documentations from all items mentioned above.	5

Proof to be attached after this page. If no proof is provided bidder will receive null (0) points for the criteria

SECTORAL DETERMINATION 1: CONTRACT CLEANING SECTOR

Substitute schedule 2: Contract Cleaning Sector minimum wages as reflected in Government Gazette No. 43094, published on the 13 March 2020 with the following:

Minimum hourly rates for Contract Cleaning employees		
Area A	Area B	Area C
Metropolitan Councils: City of Cape Town, Greater East Rand Metro, City of Johannesburg, Tshwane and Nelson Mandela. Local Council: Emfuleni, Merafong, Mogale City, Metsimaholo, Randfontein, Stellenbosch, Westonaria	All Areas in KwaZulu-Natal <i>NB: Conditions of employment and minimum wage rates for KwaZulu-Natal areas shall be subjected to the collective agreement concluded in the Bargaining Council for the Contract Cleaning Service Industry (BCCCI).</i>	In the rest of the RSA
Rate per hour	Rate per hour	Rate per hour
R23.87	BCCCI rates apply	R21.77

ANNEXURE E:

SECTORAL DETERMINATION 1: CONTRACT CLEANING SECTOR, SOUTH AFRICA WAGES TABLE:

ITEM	DESCRIPTION	AMOUNT	
1	Basic monthly wage cost – Cleaning sectorial determination (20 Work days)	Area A	Area C
	Hourly rate	R 23.87	R 21.77
	Daily rate (8 Hours per Day)	R 190.96	R 174.16
	Weekly wage cost (40 Hours per Week)	R 954.80	R 870.8

NB: Failure to commit paying employees as per above rates from the Department of Labour, bidders will be disqualified

I _____ hereby commit my company to pay my employees according to the above – mentioned salary template.

Signature _____

Capacity _____

IMPORTANT NOTICE*

***Random payslips will be requested from the cleaning personnel once contract is in place**
***Please include the weekend and public holidays rates where applicable**

Failure to submit this mandatory document will render the submission Non – Responsive and bid will be overlooked