

**TRANSNET PROPERTY**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP TP/2023/05/0003/30647/RFP]

FOR THE PROVISION OF CLEANING SERVICES IN KZN COASTAL DEPOTS AND SURROUNDING AREAS FOR A PERIOD OF THIRTY-SIX MONTHS (36)

RFP NUMBER	TP/2023/05/0003/30647/RFP
ISSUE DATE:	07 JULY 2023
CLOSING DATE:	01 AUGUST 2023
CLOSING TIME:	12:00 PM
BID VALIDITY PERIOD:	180 Business Days from Closing Date

Note to the bidders:

Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.

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**RFP FOR THE PROVISION OF CLEANING SERVICES IN KZN COASTAL DEPOTS AND SURROUNDING AREAS
 FOR A PERIOD OF 36 MONTH**

SECTION 1: SBD1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET PROPERTY A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TP/2023/05/0003/30647/RFP	ISSUE DATE:	07/07/23	CLOSING DATE:	01/08/23	CLOSING TIME:	12.00
DESCRIPTION	PROVISION OF CLEANING SERVICES IN KZN COASTAL AREAS FOR A PERIOD OF 36 MONTHS						
BID RESPONSE DOCUMENTS SUBMISSION							
RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions): https://transnetenders.azurewebsites.net							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Zandile Mbatha			CONTACT PERSON	Jennifer Manikam		
TELEPHONE NUMBER	031 361 1018			TELEPHONE NUMBER	031 3612761		
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS	Zandile.Mbatha@transnet.net			E-MAIL ADDRESS	Jennifer.manikam@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] <input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]			
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		<input type="checkbox"/> YES <input type="checkbox"/> 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 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	PROVISION OF CLEANING SERVICES IN KZN COASTAL DEPOTS AND SURROUNDING AREAS FOR A PERIOD OF 36 MONTHS
TENDER ADVERT	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
RFP DOWNLOADING	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> • Click on "Tender Opportunities"; • Select "Advertised Tenders"; • In the "Department" box, select Transnet SOC Ltd. <p>Once the tender has been in the list, click on the "Tender documents" tab and process to download all uploaded documents.</p> <p>The RFP may also be downloaded from the Transnet Portal at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link/site) free of charge (<i>refer to section 2, paragraph 3 below for detailed steps</i>)</p>
COMMUNICATION	<p>Transnet will publish the outcome of this RFP on the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. All unsuccessful bidders have a right to request for reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form</p> <p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
BRIEFING SESSION	<p>There is a Compulsory Briefing Session to be held in KZN Durban at Transnet Engineering, Main Centre, Auditorium Building at 10 o'clock in the morning and will later be followed by physical walk about of some of the sites around Durban</p> <p>Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address: Jennifer.Manikam@transnet.net</p> <p>This is to ensure that Transnet may make the necessary arrangements for the briefing session.</p>
CLOSING DATE	<p>12:00 pm on Monday 1st August 2023</p> <p>Bidders must ensure that bids are uploaded timeously onto the system.</p>

	<p>Generally, if a bid is late, it will not be accepted for consideration.</p> <p><i>Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.</i></p>
<p>VALIDITY PERIOD</p>	<p>180 Business Days from Closing Date</p> <p>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.</p> <p>Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.</p> <p>With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12</p>

Any additional information or clarification will be published on the e-Tender portal and Transnet website, if necessary.

2 FORMAL BRIEFING

A compulsory site meeting will be conducted at **Transnet Engineering 311 Mahlangu Drive, Rossburgh** on the **13th July 2023, at 10.00** for a period of ± 3 hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 *A Certificate of Attendance in the form set out in **Section 10** hereto must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** site meeting and/or RFP briefing.*
- 2.2 Respondents failing to attend the compulsory RFP briefing will be disqualified.
- 2.3 Respondents are encouraged to bring a copy of the RFP to the site meeting and/or RFP briefing.

3 PROPOSAL SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

- a) The Transnet e-Tender Submission Portal can be accessed as follows:
 - Log on to the Transnet eTenders management platform website/ Portal ([\(\(transnetetenders.azurewebsites.net\)\)](https://transnetetenders.azurewebsites.net) Please use **Google Chrome** to access Transnet link/site);
 - Click on "ADVERTISED TENDERS" to view advertised tenders;

- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

4 RFP INSTRUCTIONS

- 4.1 Please sign documents [sign, stamp and date the bottom of each page] before uploading them on the system. The person or persons signing the submission must be legally authorised by the respondent to do so.
- 4.2 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- 4.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 4.4 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 12 below (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

5 JOINT VENTURES OR CONSORTIUMS

Respondents who would wish to respond to this RFP as a Joint Venture [**JV**] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

- Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card (a consolidated B-BBEE Status Level verification certificate) Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 4.1 of the specific goals Claim Form.

COMMUNICATION

- 5.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to **Zandile.Mbatha@transnet.net** before **12:00 pm on 20/07/23**, substantially in the form

set out in Section 8 hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.

- 5.2 After the closing date of the RFP, a Respondent may only communicate with the **Zandile Mbatha** (BEC chairperson), at telephone number 031 361 1018 email Zandile.mbatha@transnet on any matter relating to its RFP Proposal.
- 5.3 Respondents are to note that changes to its submission will not be considered after the closing date.
- 5.4 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- 5.5 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.
- 5.6 Transnet will publish the outcome of this RFP in the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. Respondents are required to check the National Treasury e-tender Portal and Transnet website for the results of the tender process. All unsuccessful bidders have a right to request Transnet to furnish individual reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

6 CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information related to this RFP or the subsequent contract, written approval must be obtained from Transnet.

7 COMPLIANCE

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

8 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.

9 DISCLAIMERS

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

- 9.1 modify the RFP's Goods/Services and request Respondents to re-bid on any such changes;
- 9.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 9.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 9.4 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 9.5 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;

- 9.6 split the award of the contract 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;
- 9.7 cancel the bid process;
- 9.8 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;
- 9.9 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 9.10 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 provided for it;
- 9.11 to 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 or on any other basis recognised in law;
- 9.12 to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods at the quoted price, 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 outcome of the tender has been published the outcome of the bid process on the National Treasury e-tender Portal and Transnet website. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price.

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

10 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. A material deviation from the Standard terms or conditions could result in disqualification.

11 SECURITY CLEARANCE

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the Goods/Services 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.

12 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. Respondents must register on the CSD prior to submitting their bids. 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.

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.

13 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.

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.

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



You can choose to be Anonymous or Non-Anonymous on ANY of the platforms
PLEASE RETAIN YOUR REFERENCE NUMBER

				
	<p>AI Voice BoT "Jack" Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.</p>	<p>What's App Speak to an Agent via What's App.</p>	<p>Speak to an Agent Speak to an Agent via the platform with no call or data charge</p>	<p>Telegram Speak to an Agent via Telegram</p>
 0800 003 056	 086 551 4153	 reportit@ethicshelpdesk.com	 *120*0785980808#	

SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

The Scope of Works consists of the provision of Cleaning Services in Coastal Areas, please refer to the building schedule attached depicting all areas. It is Transnet's intention to maintain all its buildings and keep them in a good, clean and hygienic condition always. It is our mission to ensure that all our employees, customers or any other stakeholders operate in clean environment. The service provider needs to always align itself with our mission and work ethic.

2 EXECUTIVE OVERVIEW

Whereas Transnet is seeking a partner(s) to provide cleaning service solution for its facilities on all the Coastal Depots as per the list the Building Schedules, it also seeks to improve its current processes for providing these Services to its enduser community throughout its locations.

The selected Service provider(s) must share in the mission and business objectives of Transnet. These mutualgoals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, Transnet and its Service provider(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow Transnet to reach higher levels of quality, service and profitability.

Specifically, Transnet seeks to benefit from this partnership in the following ways:

- 2.1 Transnet must receive reduced cost of acquisition and improved service benefits resulting from theService provider's economies of scale and streamlined service processes.
- 2.2 Transnet must achieve appropriate availability that meets user needs while reducing costs for bothTransnet and the chosen Service provider(s).
- 2.3 Transnet must receive proactive improvements from the Service provider with respect to Provision of Services and related processes.
- 2.4 Transnet's overall competitive advantage must be strengthened by the chosen Service provider's leading-edge technology and service delivery systems.
- 2.5 Transnet end users must be able to rely on the chosen Service provider's personnel for service enquiries, recommendations and substitutions.
- 2.6 Transnet must reduce costs by streamlining its acquisition of Services, including managed serviceprocesses on a Group basis.

3 SCOPE OF REQUIREMENTS

3.1 REFER TO ANNEXURE 1 SCOPE OF WORKS

3.2 REFER TO ANNEXURE 2 BUILDING SCHEDULES FOR ALL THE DEPOTS

4 GREEN ECONOMY / CARBON FOOTPRINT

Transnet wishes to have an understanding of your company’s position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity’s policies in this regard.*

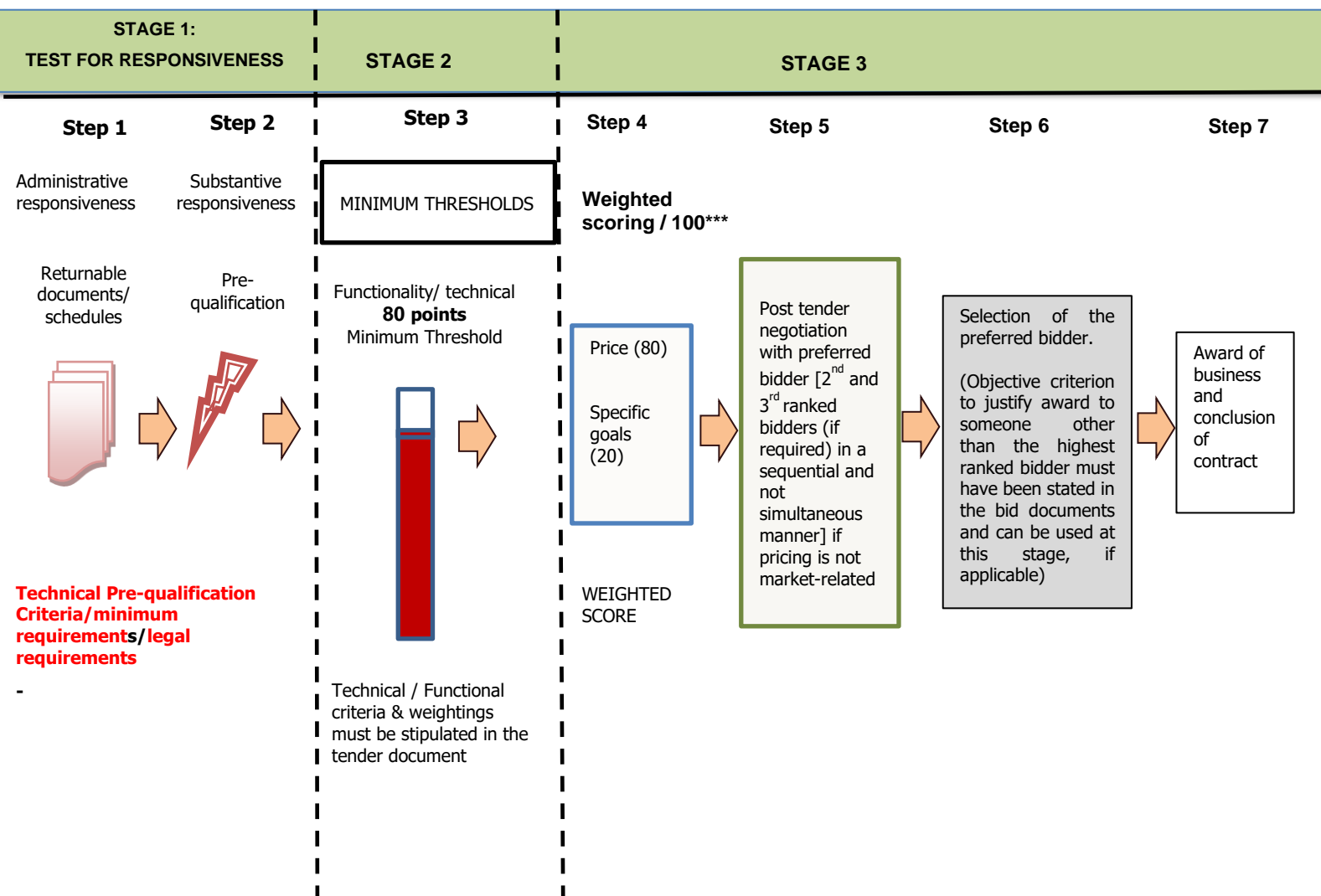
5 GENERAL SUPPLIER OBLIGATIONS

5.1 The Supplier shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.

5.2 The Supplier must comply with the requirements stated in this RFP.

6 EVALUATION METHODOLOGY

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



NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Transnet reserves the right to conduct the different steps of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must not be interpreted to mean that bidders have necessarily passed any previous stage(s).

6.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
<ul style="list-style-type: none"> Whether the Bid has been lodged on time 	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time 	<i>Section 5</i>
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	<i>Section 5</i>
<ul style="list-style-type: none"> 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

6.2 STEP TWO: Test for Substantive Responsiveness to RFP (Annexure 3)

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

Check for substantive responsiveness	RFP Reference
<ul style="list-style-type: none"> Whether any general and legislation qualification criteria set by Transnet, have been met 	<i>All sections including: Section 2 paragraphs, 2.2, 6, 11.2, General Bid Conditions clause 20</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule 	<i>Section 4</i>
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given 	<i>All Sections</i>
<ul style="list-style-type: none"> Whether any Technical Pre-qualification Criteria/minimum requirements/legal requirements have been met as follows: <ul style="list-style-type: none"> - Valid SARS Compliance Certificate - Valid BBBEE Certificate/ Sworn BBBEE Affidavit - Registration with National Treasury on CSD - Valid Proof of Registration with KZN BCCCI - Valid Letter of Good Standing (COIDA) from Department of Labour 	<i>Annexure 3 Mandatory returnable documents</i>

<ul style="list-style-type: none"> Entity's financial stability in the form of audited last financial year 	

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

6.3 STEP THREE: Minimum Threshold 80 points for Technical Criteria (Annexure 4) Returnable documents for scoring

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

Technical Evaluation Criteria	Points Weightings	Scoring guideline
<p style="text-align: center;">PREVIOUS WORK DONE</p> <ul style="list-style-type: none"> Bidders should indicate experience of previous work done for industrial/ office cleaning by form of signed reference letters. Bidders should submit proof of contactable references, duration of each contract indicating start and end date on referee company letterhead. Experience in office or industrial cleaning should indicate period within the past (10) years 	20	<p>Four relevant (4) References = 20</p> <p>Three relevant (3) References = 15</p> <p>Two relevant (2) Reference = 10</p> <p>One relevant (1) Reference = 5</p> <p>Not Submitted = 0%</p>
<p style="text-align: center;">KEY PERSONNEL TRAINING</p> <ul style="list-style-type: none"> All Supervisors and Operations manager must be well trained and competent in industrial / office cleaning with demonstration of an attached CVs with traceable reference Provide Supervisor's certificates and Operations manager certificate for training on related work experience or CV. 	20	<p>Bayhead supervisor CV detailing cleaning experience and any certification of Training related to office cleaning/ Industrial Cleaning</p> <p>Wentworth Diesel Depo supervisor CV detailing cleaning experience and any certification of Training related to office/ Industrial Cleaning</p> <p>Durban Central (managing outer depots) supervisor CV detailing cleaning experience and any certification of Training related to Office Cleaning/ Industrial Cleaning</p> <p>Operations Manager CV detailing project management experience = 20</p> <p>Two (2) Supervisor's CV with certification related to office Cleaning/ Industrial Cleaning =15</p>

Technical Evaluation Criteria	Points Weightings	Scoring guideline
<ul style="list-style-type: none"> Supervisor CV and Operations manager CV must indicate minimum 12 months previous experience in industrial /office cleaning detailing the scope of work. 		<p>One Supervisors CV with certification related to office Cleaning/ industrial cleaning = 10</p> <p>1 Supervisor’s CV only or certificates only = 5</p> <p>No CV or related certificated certificate =5</p> <p>No CV or related certificated certificate = 0</p>
<p>COMPANY ORGANOGRAM</p> <p>Bidders must submit organogram on a company letterhead, of all project team members reflecting names of managers, supervisors and drivers.</p> <p>Bidders should submit template of monthly cleaning chemicals for each area in a excel spreadsheet format.</p> <p>Bidders must submit daily attendance register template applicable to all the areas</p>	<p>10</p>	<p>Submission of all 3 items: cleaning chemicals template, attendance register template and organogram = 10</p> <p>Submission of 2 of the items listed above = 8</p> <p>Submission of 1 of the above listed items = 5</p> <p>No submission = 0</p>
<p>SERVICE IMPLEMENTATION PLAN</p> <p>Business Continuity Plan – Bidders to submit a Business Continuity Plan including the following criterions:</p> <ul style="list-style-type: none"> ➢ Contingency labour work force per shift, Transport contingency plan. ➢ The strike management plan is crucial. It defines the roles and responsibilities of the strike management team. It should cover the following minimum information in the following categories: Pre-strike planning, during the strike, post-strike review. ➢ List the strike management team and their contact details. ➢ Command center operation and Communication protocols e.g., notifying customers and regular strike reports. ➢ Disciplinary process for illegally striking employees. 	<p>20</p>	<p>Service Implementation Plan provided with all 3 requirements fully addressed with the listed areas = 20</p> <p>Service Implementation Plan provided with less than 3 requirements fully address with the listed areas =10</p> <p>Service Implementation Plan provided with less than 2 and below requirements fully addressed with the listed areas = 5</p> <p>No Service Implementation plan provided = 0</p>

Technical Evaluation Criteria	Points Weightings	Scoring guideline
<p>1.1 Measures to ensure service continuity, includes but not limited to induction programme, cleaning process and intervals, register of cleaning service, sourcing on consumables, machinery & equipment and timelines, maintenance of repairs of machinery & equipment in service.</p> <p>1.2 Employment and labour relations includes but not limited to, employment process and management of employment, remuneration and wage management, management of absenteeism, misconduct, insubordination and disciplinary process, labour disputes, employee retainment/retention plan, resignations and constructive dismissal, record keeping</p> <p>1.3 Training plan includes formal and on the job training on but not limited to, Occupational Health & Safety, cleaning processes, hygiene and housekeeping, supervisory skills, and management.</p> <p>1.4 Unemployment Insurance Fund (UIF) and Provident/Pension Fund Payment Proof - Bidder must submit proof from Department of Labour of contribution to UIF payment and Provident/Pension payment for their employees not older than six months from closing date of the tender</p>		<p>A Minimum Three (3) Months Bank(Business Account) Statement, a Sample of a System Generated Employee Pay slip submitted scores 30 points.</p>

Technical Evaluation Criteria	Points Weightings	Scoring guideline
<p>FINANCIAL ASSESSMENT</p> <p>Bank Statement, Sample of Employee Pay slip - Bidder must submit a Minimum Three (3) Months Bank (Business Account) Statement, Sample of a System Generated Employee Pay slip.</p>	<p>30</p>	<p>No Minimum Three (3) Months Bank(Business Account)Statement, Sample of a System Generated Employee Pay slip submitted</p> <p>submitted scores 0points.</p>
<p>Total Weighting:</p>	<p>100</p>	
<p>Minimum qualifying score required:</p>	<p>80</p>	

Respondents must complete and submit **Annexure 4** which include a **Technical Questionnaire**. A Respondent's compliance with the minimum functionality/technical threshold will be measured by their responses to Annexure 4.

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.

Check for Functionality Criteria	Yes/No
<ul style="list-style-type: none"> • Previous Experience documentation 	
<ul style="list-style-type: none"> • Key Personnel Training 	
<ul style="list-style-type: none"> • Company Organogram 	
<ul style="list-style-type: none"> • Service Implementation Plan 	
<ul style="list-style-type: none"> • Financial Assessment 	

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

6.4 STEP FOUR: Evaluation and Final Weighted Scoring

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

Evaluation Criteria	RFP Reference
• Commercial offer	<i>Section 4</i>

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

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

Where:

- Ps* = Points scored for the price of Bid under consideration
- Pt* = Price of Bid under consideration
- Pmax* = Price of highest acceptable Bid

b) **Specific Goals** [Weighted score 20 point]

- Specific goals claim form
- **B-BBEE - current scorecard / B-BBEE Preference Points Claims Form**

Specific Goals	Number of points (80/20 system)
B-BBEE Status Level of Contributor 1 and 2	10
Company majority 51 % black owned	5
Company majority owned by black women owned	5
Non-compliant contributor	0

- Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 4.1 of the specific goals Claim Form.

6.5 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Threshold
Technical / functionality	80

Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	80
Specific goals - Scorecard	20
TOTAL SCORE:	100

6.6 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. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

6.7 STEP SIX: Objective Criteria (if applicable)

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder. The objective criteria Transnet may apply in this bid process include:

- Skills Transfer and Capacity Building for Transnet;
- Impact on Transnet’s Return On Investment;
- Rotation of Suppliers to promote opportunities for other suppliers, by overlooking a supplier that has been awarded business repeatedly overtime in order to benefit other suppliers in the market;
- the tenderer:
 - is not under restrictions, or has principals who are under restrictions, preventing participating in the employer’s procurement,
 - is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,

- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- has the legal capacity to enter into the contract
- is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- complies with the legal requirements, if any, stated in the tender data and
- is able, in the option of the employer to perform the contract free of conflicts of interest.

6.8 STEP SEVEN: Award of business and conclusion of contract

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

SECTION 4: PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the table below:

Item No	Description of Item	Unit	Quantity	Rate	TOTAL PRICE OF ITEM [ZAR]
1					
2					
3					
TOTAL PRICE, exclusive of VAT:					
VAT 15% (if applicable)					
Unconditional Discount(s)					
Total Inclusive of VAT (where applicable)					

- 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 RFP;
 - (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 RFP;
 - (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 RFP.

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFP.
- b) Prices must be quoted in South African Rand inclusive of VAT.
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- e) Rates proposed must be aligned with the Guide on Hourly Fee Rates for Consultants” by the Department of Public Service and Administration (DPSA);
- f) Quantities given are estimates only. Any orders resulting from this RFP will be on an “as and when required” basis.
- g) Prices are to be quoted on a delivered basis to ZAR.
- 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.

i) Where a Respondent’s price(s) includes imported goods/items, the rate of exchange to be used must be in South African Rands for purposes of determining whether the price is market related or not and must be the currency’s rate published by the South African Reserve Bank on the date of the advertisement of the bid:

Currency rate of exchange utilised: _ZAR (South African Rands)

j) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 2, clause 1]

YES	NO
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1. DISCLOSURE OF CONTRACT INFORMATION

PRICES TENDERED

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices 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.

JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS

Transnet may also be required to disclose information relating to the subsequent contract i.e. the name of the company, goods/services provided by the company, the value and duration of the contract, etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.

DOMESTIC PROMINENT INFLUENTIAL PERSONS (DPIP) OR FOREIGN PROMINENT PUBLIC OFFICIALS (FPPO)

Transnet is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. Transnet shall not conduct or conclude business transactions, with any Respondents without having:

- Considered relevant governance protocols;
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website <https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the “Act”). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.					
Is the Respondent (Complete with a “Yes” or “No”)					
A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO	

List all known business interests, in which a DPIIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

Respondents declaring a commercial relationship with a DPIIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIIP or FPPO. This list will include successful Respondents, if applicable.

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

2. SERVICE LEVELS

- 2.1 An experienced national account representative(s) is required to work with Transnet’s procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 2.2 Transnet will have quarterly reviews with the Supplier/Service provider’s account representative on an on-going basis.
- 2.3 Transnet reserves the right to request that any member of the Supplier/Service provider’s team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 2.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
 - a) Random checks on compliance with quality/quantity/specification
- 2.5 The Supplier/Service provider must provide a telephone number for customer service calls.
- 2.6 Failure of the Supplier/Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days’ notice to the Supplier/Service provider of its intention to do so.

Acceptance of Service Levels:

YES	
------------	--

NO	
-----------	--

Accepted:

3. RISK

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by the Respondent, in relation to:

3.1 Quality and specification of Goods/Services delivered:

3.2 **Continuity of supply:**

3.3 **Compliance with the Occupational Health and Safety Act, 85 of 1993:**

3.4 **Compliance with the National Railway Safety Regulator Act, 16 of 2002:**

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

I/We _____
[name of entity, company, close corporation or partnership] of [full address]

carrying on business trading/operating as

represented by _____

in my capacity as _____

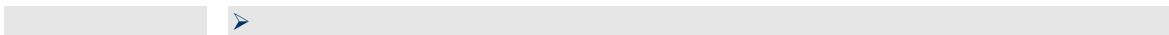
being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated _____ to enter into, sign execute and complete any documents relating to this proposal and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should Transnet decide to enter into Post Tender Negotiations with highest ranked bidder(s).

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I/We hereby offer to supply/provide the abovementioned Goods/Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

I/We agree to be bound by those conditions in Transnet's:

- (i) Master Agreement (which may be subject to amendment at Transnet's discretion if applicable);
- (ii) General Bid Conditions; and
- (iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.



I/We accept that unless Transnet should otherwise decide and so inform me/us in the letter of award, this Proposal [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.

Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of award [the **Letter of Award**], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Award, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the provision of Services within 2 [two] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

Furthermore, I/we agree to a penalty clause/s which will allow Transnet to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed delivery of the Goods/Services due to non-performance by ourselves, , etc.

I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide Transnet with cause for cancellation.

ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity:

Facsimile: _____

Address: _____

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Supplier/Service provider**] will be informed of the acceptance of its Proposal. Transnet will also publish the outcome of the tender, including successful and unsuccessful bidders, in the National Treasury e-tender portal. Any unsuccessful bidder has a right to request reasons for the bid not to be successful and Transnet has a duty to provide those reasons on receipt of the request from the bidder.

VALIDITY PERIOD

Transnet requires a validity period of 180 Business Days [from closing date] against this RFP, excluding the first day and including the last day.

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [C.C.] on whose behalf the RFP is submitted.

- (i) Registration number of company / C.C. _____
 - (ii) Registered name of company / C.C. _____
 - (iii) Full name(s) of director/member(s) Address/Addresses ID Number(s)
- _____
- _____
- _____

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 their bids 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 RFP <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 bid submissions the following **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/No]
SECTION 4: Pricing and Delivery Schedule	
ANNEXURE 3_Technical Pre-Qualification/Legal /minimum requirement	
ANNEXURE 4: Technical Submission/Questionnaire	

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]
Respondent's valid proof of evidence to claim points for compliance with Specific Goals' requirements as stipulated in Section 9 of this RFP	
<i>Insert any documents to be used for the technical evaluation that will not result in disqualification but a score of zero for that aspect of the technical evaluation, e.g. number of references or CVs required.</i>	

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	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
Section 1: SBD1 Form	
SECTION 5 : Proposal Form and List of Returnable documents	
SECTION 6 : Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7 : RFP Declaration and Breach of Law Form	
SECTION 9: B-BBEE Preference Claim Form	
SECTION 10: Certificate of attendance of compulsory	
Annexure C Supplier Integrity Pack	
Annexure D Non-Disclosure Agreement	
Annexure E Transnet Bid Conditions	
Annexure F Standard Terms and Conditions	
Annexure G Supplier Declaration Form	
Annexure H Pricing Schedule (Labour Rates)	
Annexure I Government Gazette no 3069 of 21 st February 2023	
SECTION 12: Protection of Personal Information	

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 RFP. 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.

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
 Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFP, MASTER AGREEMENT & APPLICABLE 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 RFP. 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 SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such term or condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:

1	Transnet's General Bid Conditions
2	Transnet's Supplier Integrity Pact
3	Non-disclosure Agreement

Note: Should a Respondent be successful and awarded the bid, they will be required to complete a Supplier Declaration Form for registration as a vendor onto the Transnet vendor master database.

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP 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 any term or condition may result in disqualification.

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

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

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 7: RFP 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 RFP Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Proposal [**RFP**];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Goods/Services as well as Transnet information and Employees, and have 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 RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
5. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner;
6. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity which includes but are 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;
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 the Transnet Group 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 Transnet;
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a 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 RFP; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

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. Information provided in the declarations may be used by Transnet and/or its affiliates to verify the correctness of the information provided]

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.

BIDDER'S DISCLOSURE (SBD4)

12 PURPOSE OF THE FORM

12.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

12.2 Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

13 Bidder's declaration

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

13.1.1. If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

13.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

13.2.1. If so, furnish particulars:

.....

13.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

13.3.1. If so, furnish particulars:

.....

14 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

14.1 I have read and I understand the contents of this disclosure;

14.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

14.3 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 consortium² will not be construed as collusive bidding.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 14.5 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.
- 14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 14.7 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 12, 13 and 14 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

BREACH OF LAW

We further hereby certify that *I/we* (the bidding entity and/or any of its directors, members or partners) **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 9 : SPECIFIC GOALS 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 specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000.

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

1.2 The value of this bid is estimated to 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 Preference points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contribution; and
- (c) Any other specific goal determined in Transnet preferential procurement policy.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION Refer to 6.4 (b)	20
Total points for Price and Specific Goals must not exceed	100

1.5 Failure on the part of a bidder to submit proof of evidence for any of the specific goals together with the bid will be interpreted to mean that preference points are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"Ownership"** means 51% black ownership
- (e) **"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;
- (f) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"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);
- (h) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (i) **"Price"** includes all applicable taxes less all unconditional discounts.
- (j) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (k) **"QSE"** means a Qualifying Small 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);
- (l) **"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.
- (m) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

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

P_{\max} = Price of highest acceptable Bid

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor – Level 1 and 2	10
Company majority 51 % black owned	5
Company majority owned by black women	5
Non-compliant contributor	0

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

4.1 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below:

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability
Entities/Black People living in rural areas	Entity 's Municipal/ESKOM bill or letter from Induna/chief confirming residential address not older than 3 months.
South African Enterprises	CIPC Certificate
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate
Entities that are 51 % Black Owned	CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Promoting exports Orientated for Job creation	Section.....Job Creation Schedule Returnable documents
Local Content and Local Production	Returnable Local Content and production Annexures
NIPP	NIPP Returnable documents
Creation of new jobs and labour intensification	Section.....Job Creation Schedule Returnable documents
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which	Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline

<p>are:</p> <ul style="list-style-type: none"> I. 30% Black Women owned, 51% Black Youth and 51% Black people with disabilities II. Entities with a specified minimum B-BBEE level (1 and 2) III. EMEs and/or QSEs black-owned 	
<p>The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area</p>	<p>CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and Proof Registered address of entity</p>

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 .]
EME³	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 Transnet or regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

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 any of the following enterprises:

Designated Group: An EME or QSE which is at last 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 Supplier/Service provider
 - Other Suppliers/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-BBE status level of contribution indicated in paragraphs 1.4 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 1.4 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 a bidder submitted false information regarding its B-BBEE status level of contributor or any other matter required in terms of the Preferential Procurement Regulations, 2022 which will affect or has affected the evaluation of a bid 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 10: CERTIFICATE OF ATTENDANCE OF COMPULSORY/NON-COMPULSORY RFP
BRIEFING**

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*

attended the site meeting / RFP briefing in respect of the proposed Goods/Services to be rendered in terms of this RFP on _____ 20__

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

NOTE:

This certificate of attendance must be filled in duplicate, one copy to be kept by Transnet and the other copy to be kept by the bidder.

SECTION 11: JOB-CREATION SCHEDULE

(Please ensure that you return this schedule with your bid submission)

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%. In order to give effect to these job creation objectives, Respondents are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this bid.

Note that this undertaking is not required if a NIPP obligation is applicable to a Respondent’s bid as indicated in Section 11.

Respondents are required to indicate below whether the NIPP obligation is applicable to their bid:

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

(a) Please indicate total number of new jobs that will be created over the term of the contract:

Total number and value of new jobs created	Total number of new jobs	Total rand value of new jobs created

(b) Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

	Total number of new jobs	Total rand value of new jobs
Black men		
Black women		
Black Youth		
Black people living in rural or underdeveloped areas or townships		
Black People with Disabilities		

(c) Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

	Total number of Skilled jobs	Total number of Semi-skilled jobs	Total number of Unskilled jobs
Black men			
Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			
Other			

(d) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract. **Insert additional tables for each year of the contract period:**

Year 1	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

SECTION 12: PROTECTION OF PERSONAL INFORMATION

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.(“POPIA”):

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is “Transnet” and the Data subject is the “Respondent”. Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFP, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFP (physically, through a computer or any other form of electronic communication).
9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary

remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

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

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFP is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: _____

Should a Respondent have any complaints or objections to processing of its personal information, by Transnet, the Respondent can submit a complaint to the Information Regulator on <https://www.justice.gov.za/inforeg/>, click on contact us, click on complaints.IR@justice.gov.za

C3: Scope of Work: Service Information

Definitions:

In this Scope of Work: -

- 1) **"access-delayed time"** means the time taken from arrival on the *Site / Affected Property* by the *Contractor*, his sub-*Contractor* or specialist-*Contractor* and requesting access to the *Site / Affected Property* from the *Employer* or his Tenant until the time access is given.
- 2) **"ad hoc works"** also known as **"minor new works"** means any repair (s), replacement (s) of component (s) or additions/alterations of the installations other than inspection, repairs, servicing or replacement listed in this contract.
- 3) **"affected property"** shall mean the Durban Inland Area, premises / sites.
- 4) **"break-down"** means a specific type of failure, where an item of an installation or equipment is completely unable to function.
- 5) **"call-out"** means an installation or related failure, requiring the *Contractor* to visit the *Site / Affected Property* outside of the scheduled maintenance period.
- 6) **"chargeable items"** mean the cost of replacement components or repairs required to maintain a reliable and safe Installation (excluding consumable items) and which are not covered under this Contract.
- 7) **"corrective maintenance' (CM)"** means any maintenance activity which is required to correct a failure that has occurred or is in the process of occurring. This activity may consist of repair, restoration or replacement of components.
- 8) **"documentation"** means and includes any drawings, diagrams, calculations, designs and documents which are to be supplied to the *Employer* by the *Contractor* in terms of this Contract, together with any modifications to such documents as may from time to time be approved in writing by the *Employer*.
- 9) **"down-time"** the time that an item of equipment is out of service, as a result of equipment failure. The time that an item of equipment is available, but not utilized is generally not included in the calculation of downtime.
- 10) **"drawings / diagrams"** means drawings / diagrams referred to in the Specification and any modification of such drawings / diagrams approved in writing by the *Employer* and such other drawings / diagrams as from time to time may be furnished or approved in writing by the *Employer*.
- 11) **"emergency maintenance (EM)"** means maintenance work carried out in order to avert an immediate safety or environmental hazard, or to correct a failure with significant economic impact. This will be a danger to people, damage to property or the *Site / Affected Property*.

- 12) "**licences**" means the licences used / issued or deemed to be issued to the Service Provider from time to time in terms of applicable Act(s).
- 13) "**maintenance**" or "**check**" shall mean the efficient and effective examination, inspection, recording, deduction or calculation, service, repair and or replacement of components and parts of a unit / system / installation so that the unit / system / installation complies with the manufacturers, design and commissioning operational specifications and statutory / *Employer* requirements. This includes the cleaning, removal of components and waste, correct adjustment and setting, tightening, testing, fixing, refill, lubrication, balancing, rust prevention and touch up paint of the unit / system / installation.
- 14) "**maintenance plan**" will bear the same meaning as *Contractors Plan*.
- 15) "**non-inclusive contract**" will mean that Plant and Equipment (material) is excluded except that refer to in equipment of this scope of work below, the cost and quantity of spares and material is uncertain and therefore excluded.
- 16)
- 17) "**normal working-hours**" means office hours, from 07h30 to 16h00 Monday to Friday excluding Public Holidays in South Africa.
- 18) "**person**" includes, a natural person, a partnership, a business trust, a foundation, any company, or close corporation incorporated or registered in terms of any law, and other body of persons corporate or unincorporated.
- 19) "**preventative maintenance (PM)**" means the maintenance carried out at pre-determined intervals or corresponding to criteria and intended to reduce the probability of failure or the performance degradation of an Installation or equipment.
- 20) "**property**" means any movable, immovable, or intellectual property or any right to such property.
- 21) "**repair**" means put into good condition after damage or wear, any component that forms part of the Installation or Equipment.
- 22) "**scheduled maintenance (SM)**" means the systematic inspection, cleaning, making of minor adjustments, testing, calibrating, measuring and recording, replacing of minor parts, and any other similar measures necessary to prevent deterioration, to assure reliability and availability.
- 23) "**scope of work**" will bear the same meaning as Service Information.
- 24) "**sensitive security area**" refers to computer centres, personnel records, cashiers, archives, top management office areas and all other areas indicated to the *Contractor*.
- 25) "**services**" means the work, functions, tasks, services, and / or goods to be performed, rendered and or supplied by the *Contractor*, including any subsequent variations or changes to such work, functions, tasks, services, or goods as may be agreed in terms of this Scope of Work.
- 26) "**service manager**" – means the building- / centre- / lodge- / hostel manager or representative of the *Employer* responsible for the management of a specific Site / Affected Property.
- 27) "**shut-down maintenance**" means maintenance that can only be performed while equipment is shut down (equipment is turned off).

- 28) **"site"** means any site, place regardless of whether it is or form part of any temporary or permanent structure, building which is the property of, or is occupied or used by, or is under the control and / or management of the *Employer*.
- 29) **"specifications"** the document to which is referred in this Scope of Work, in which the method and standards applicable to the rendering of the Service, as well as the materials to be provided and used, are described.
- 30) **"supervision"** means a competent person appointed by the *Contractor* to be on-site and responsible for the management of the *Contractor's* staff and Service provided in terms of this Scope of Work.
- 31) **"technical information"** means and includes all information provided in the Specification, together with all drawings, diagrams, calculations, designs, Specification and other pertinent documents as may from time to time be furnished in writing by the *Employer* to the *Contractor* in connection with the *Contractor's* Services.
- 32) **"tenant"** means any Person (including BU's of Transnet other than Transnet Property) with his staff, client's and service providers with whom the *Employer* has entered into a lease agreement for the whole or a portion of the Site / Affected Property.
- 33) **"tenant installation"** means all services, equipment and or installations paid for and owned by Other and not specifically describe as part of this Contract.
- 34) **"Transnet Property"** means – a specialist unit of Transnet (SOC) Ltd, a public company duly incorporated in accordance with the laws of South Africa with registration number 1990/000900/30, duly represented herein by the Group Executive Officer and or his duly appointed delegate, who warrants that he is duly authorised hereto;
- 35) Expressions defined in this Scope of Work shall bear the same meanings in the specifications, schedule or annexure to this Scope of Work which do not themselves contain their own definitions;
- 36) Schedules and/or annexures to this Scope of Work shall be deemed to be incorporated into and form part of this Scope of Work and as such each reference herein to "the Scope of Work" shall be deemed to include a reference to all such schedules and/or annexures.

1. ***Employer's objectives***

- 1.1. The *Employer's* objective is to enter a term service contract with the *Contractor* to provide cleaning services at Transnet Property assets in Kwa-zulu Natal Coastal Area (refer to Annexure A for specific areas) for the period of 2 months to ensure compliance with legislative requirements relating to the Occupational Health and Safety Act, 1993, (Act No 85 of 1993).

2. **Executive overview**

- 2.1. The *Employer* is desirous that its Employees, Tenants, and Others should receive the Services so as to ensure that the *Site / Affected Property* will comply with all related standards through the conclusion of this Term Service Contract with the *Contractor*.
- 2.2. The service will be provided as per the pricing data for the duration of the Contract. The extent of the cleaning and waste removal service to be provided includes but not limited to:
 - 2.2.1. Cleaning offices, rooms, stairs, parking and other areas,
 - 2.2.2. Washing dishes and cups at the kitchens,
 - 2.2.3. Setting up refreshments for meetings in the boardrooms,
 - 2.2.4. Deep cleaning services,
 - 2.2.5. Emptying and disinfection of dust bins
 - 2.2.6. building external perimeters within 20 meters away from the facility including parking areas and removal of weeds from paving and other cleaning-related and complementary services.; and
 - 2.2.7. Any other services arising out of or incidental to the above or required of the *Contractor* for the proper completion of the service in accordance with the true meaning and intent of the contract.

3. Description of the services

- 3.1. This service covers the cleaning of offices, workshops and depots, foyers, ablutions, passages, stairs, glass/windows, parking (basement and carports), parking, main entrance, lifts, sidewalks, paved areas etc. (see frequency of Service) or any other work arising out of or incidental of the above, or required of the *Contractor* for the proper completion of the Service in accordance to the true meaning and intent of this Contract on a daily basis. The final acceptance of the Service lies with Transnet Property.
- 3.2. The employer reserves the right to reduce the number of cleaning personnel as and when deemed necessary. This could be because of reduced occupancy rate and or complete shutdown of the affected property. These reductions will also align to the reduction in payments due to the contractor.
- 3.3. The *Contractor* shall be obliged to supply all cleaning and cleaning equipment required, at his own cost for the proper provision of the Service at the Premises.
- 3.4. The *Contractor* shall be responsible for the provision of all consumables, cleaning agents that might be needed to render an efficient Service at his own cost.
 - 3.4.1. The *Employer* reserves the right to approve or disapprove these consumables and or other cleansing agents.
 - 3.4.2. Only SANS or NCA approved chemicals must be used.
 - 3.4.3. Drivers supplying cleaning chemicals should have a dangerous goods permit.
 - 3.4.4. The *Contractor* must submit the specification and Material Safety Data sheets of all consumables and cleansing agents two weeks after the contract date and thereafter annually.
 - 3.4.5. The Manufacturer's instructions regarding the use of all chemical's agents complied with without failure.
 - 3.4.6. The *Contractor* shall be responsible but not limited for provision and replacing of the following consumables and cleaning agents in good time:

- 3.4.6.1 2 ply virgin 500 sheet toilet-paper,
 - 3.4.6.2 Kitchen Jumbo Rolls with stands
 - 3.4.6.3 Thick concentrated antibacterial dishwashing liquid
 - 3.4.6.4 Antibacterial, disinfectant surface cleaning detergents
 - 3.4.6.5 Wooden furniture polish
 - 3.4.6.6 Floor polish
 - 3.4.6.7 Stainless Steel polish
 - 3.4.6.8 Bin linings
 - 3.4.6.9 Large black waste plastic bags
- 3.4.7. Liquid Ammonia detergent cleaning agents must conform to SANS specification 1225.
- 3.4.8. Liquid soap supplied by the *Contractor* must conform to SANS specification 283.
- 3.4.9. Transnet Property reserves the right to take samples from any consumables and or cleaning agents supplied by the *Contractor* for analysis (at the cost of the *Contractor*) if deemed necessary.
- 3.4.10. The *Contractor* will ensure that all consumables and or cleaning agents provided by him are suitable for the furniture and or equipment installed in the Premises.
- 3.4.11. The *Contractor* shall ensure availability and visibility of cleaners.
- 3.4.12. No scouring powder or rough detergent may be used on glazed or enamel surfaces.
- 3.5. Should a kitchen sink, toilet pan, urinal, washbasin get blocked, the *Contractor* must attend to unblock it by means of a rubber pump or any other domestic equipment. If these attempts are unsuccessful, the *Contractor's* personnel will provide a sign "OUT OF ORDER" and immediately report this condition to Service Manager who will take responsibility for the removal of the obstruction.
- 3.6. Should water in a building leak due to rain or defective water pipes etc., the *Contractor* must dry it. However, it shall not be expected of the *Contractor* to send personnel to the Premises outside normal working hours for such a task, but the personnel of the *Contractor* which are on the Premises at that stage will dry up the water and clean the damages.
- 3.7. When personnel of the *Contractor* are not on the Premises at the stage Transnet Property may use the *Contractor's* equipment. Transnet Property shall be responsible for loss or damage to any of the *Contractor's* property provided that such loss or damage was caused by the intentional or negligent conduct of Transnet Property or its employees.
- 3.8. Services in toilets and cloakrooms must be done by personnel of the same sex if possible. If not possible, proper signs must be provided mutually with regard to such services.
- 3.9. All surfaces and items covered by this Contract must appear clean and neat each day in accordance with the discretion of Transnet Property.
- 3.10. Should additional service be required excluding those services referred to in this scope of work, the Parties shall negotiate and agree mutually with regard to such services.

- 3.11. The *Contractor* shall not use or keep any poisonous or highly flammable materials on the Premises without the approval of the Service Manager for rendering of Service or for whatever purpose.
- 3.12. Should the Premises where the Service is provided during the period of validity of this scope of work, increase or decrease, the tender amount shall increase or decrease pro rata with the applicable amount that is calculated according to the area against the already tendered applicable price list/labour rates of this Contract.
- 3.13. The *Employer* reserves the right to inspect storerooms and make certain recommendations according to its discretion regarding the correct handling/storage of cleansing agents in view of any statutory requirements. The recommendations shall immediately be implemented by the *Contractor*.
- 3.14. The privacy, dignity, property and belongings of the employees and stakeholders must at all-time be respected by the *Contractor's* personnel.
- 3.15. The *Contractor* and his personnel are prohibited from reading any documents of a third party or study any records.
- 3.16. Files and other documents on desks, shelves, etc. must be placed in the same position as in which the cleaner found them after the cleaner has completed the cleaning activities in an office.
- 3.17. Personnel who render services at sensitive security areas as pointed out to the *Contractor* must be on the permanent staff establishment of the *Contractor*. Such personnel must at the cost of the *Contractor* be cleared up to the level of "CONFIDENTIAL".
- 3.18. The occupier of an area/ office shall have the right to request a "cleaner" who is busy in his area/office to leave the area/office temporarily if relevant occupier receives a telephone call or visit at that time.
- 3.19. The services may be interrupted temporarily in hall or office when visitors are received or when a meeting must take place.
- 3.20. The *Employer* shall:
- 3.20.1. Report to the *Contractor* any irregular performance of or defect in, or damage to any items covered under this Contract.
 - 3.20.2. Use the items covered under this Contract in a normal and proper manner, including preventing a material change in the use or usage or the overloading thereof.
 - 3.20.3. Protect the items covered under this Contract against vandalism, abuse or misuse and accidental damage.
 - 3.20.4. Ensure that the *Site / Affected Property* with regards to the equipment spaces comply with the applicable regulations and local bylaws.
 - 3.20.5. At the request of the *Contractor*, shall arrange for necessary shutdowns of services and equipment to facilitate the execution of the Service wherever possible during normal working hours.
 - 3.20.6. Any disruptions which are deemed to be beyond the *Contractor's* control and which result in the *Contractor's* workmen having to leave an area in or on the *Site / Affected Property* shall be logged in the applicable report book.
 - 3.20.7. Notwithstanding anything expressed or implied to the contrary in this Scope of Work, the *Contractor*, shall plan and execute the Service in this Contract in such a way with sufficient spares and materials available and with

sufficient staff employed on Site / Affected Property that, subject to proper provision of the service by the *Employer* and or his Tenants, the downtime of the various pieces of equipment of the contractor will be limited to a reasonable time period comparable with the item of equipment being maintained.

- 3.20.8. The working of overtime is not intended under this Contract, and no overtime will be paid in respect of normal Service. Overtime will only be entertained in cases of emergencies where breakdowns occur to essential services or where it is agreed in the Accepted Plan / Cleaning Plan. Should an emergency arise, or where it is deemed necessary in the interests of the *Employer*, specific authority for such overtime must be obtained.

4. Management structures

4.1. The *Contractor's* plan for the Service

4.1.1. Within one (1) week of notification of acceptance of the tender, the *Contractor* shall submit to the *Employer* for his approval and acceptance a *Contractors* Plan. No deviation from programmed dates will be allowed once agreed between the *Employer* and the *Contractor*. The first payment certificate will not be passed for payment until this program has been lodged and approved by the *Employer*.

4.1.2. Acceptance of the *Contractors* Plan by the *Employer* shall not limit in any way the *Contractor's* responsibility to undertake whatever Service that is required during the Contract period to ensure a clean and neat working environment to Transnet. The Plan shall be structured and implemented so as to ensure a best cleaning practice in and around the Properties.

4.1.3. **Performances Measures**

4.1.3.1. Should *Contractor* fail to meet the service objectives set out in this scope of work and further fail to remedy the Non Performance in accordance with the remedy period indicated in a Notice of Non Performance, it shall be liable to the *Employer* for a deduction only in respect of the critical Items detailed in the Performance Index in Table 1 hereto, and determined in accordance with the table below. Such deduction shall be assessed on a daily basis and set off against any payments due by the *Contractor*.

4.1.3.2. The deduction shall be calculated by multiplying the Amount at Risk (5% of the monthly invoice) by the cumulative weighting factors incurred over the measurement period.

Key Performance Area	Key Performance Indicator	Key Performance Target	Penalties
Cleaning schedule compliance	100% Compliance to scheduled dates	100%	<ul style="list-style-type: none"> 5 % of the monthly invoice, amount payable the following month 5 consecutive non-conformances will result in termination of contract
Services and Consumables	To provide the services and consumables timeously as set out in the Scope of Work	0 complaints received from tenants 100% availability during any random inspection	<ul style="list-style-type: none"> 5 % of the monthly invoice, amount payable the following month 5 consecutive non-conformances will result in termination of contract
Statutory Inspection Compliance	Maintaining statutory (OHS Act and other Regulations) compliance of the premises and meeting the requirements	100%	<ul style="list-style-type: none"> No non-compliances will be tolerated. Immediate termination of contract for any non-compliance
Availability of cleaning, detergents and hygiene agents	Indicative list in Clause 3.5.5 consumables	100%	<ul style="list-style-type: none"> 5 % of the monthly invoice, amount payable the following month
Safety	Life Threatening Incidents	<0: Hours without LTI	<ul style="list-style-type: none"> No non-compliances will be tolerated. May lead to immediate termination of contract for any non-compliance
Time to Quote	Average number of business days to get a quote to be approved by <i>Employer</i> .	2 days (Dependant on nature and extent of works).	<ul style="list-style-type: none"> 5 % of the monthly invoice, amount payable the following month 2 days (Dependant on nature and extent of works).
Staff compliment	Staff compliment As per the pricing data/SOW requirements.	Full compliance on any inspection day (non-compliance will result in termination of contract)	<ul style="list-style-type: none"> Deduction of the rate for the skill not found plus 20 % of the monthly invoice, amount payable the following month 2 consecutive non-conformances may result in termination of contract

Environmental Contraventions	Environmental standards are regularly monitored, reviewed and maintained in accordance with all legal and regulatory requirements.	0 contraventions	<ul style="list-style-type: none"> • No non-compliances will be tolerated. • Immediate termination of contract for any non-compliance
Equipment Requirements	Provide well maintained equipment without failure.	100% availability during equipment verification audit / any random inspection	<ul style="list-style-type: none"> • 5 % of the monthly invoice, amount payable the following month • 3 consecutive non-conformances will result in termination of contract
Monthly Reports	Timeous submission of monthly report as per the scope of work	<p>Full compliance to the submission deadlines ad agreed with the employer</p> <p>Non conformance warnings</p>	<ul style="list-style-type: none"> • 5 % of the monthly invoice, amount payable the following month • 3 consecutive non-conformances will result in termination of contract

Table 1: Performance Index

4.2. Management meetings

4.2.1. The *Contractor* or its duly authorised representative on the Site/Affected Property shall be required to attend monthly (as needed) Co-ordination/Risk Reduction meetings with the *Employer* or his delegate at the *Site/Affected Property* to discuss the provision of Services, and the *Contractor* warrants that any representative who attends such Co-ordination/Risk Reduction meetings on its behalf shall be duly authorised to do and to bind the *Contractor* vis-a-vis all decisions taken and agreements reached. Minutes and records of such Co-ordination/Risk Reduction meetings shall be the responsibility of the *Employer*. Minutes will be made available to the *Contractor* within seven (7) working days.

4.2.2. The *Contractor* must present a monthly written report on the Services rendered by it, in respect of the Site/Affected Property. Unless the *Employer* prescribes otherwise, this report shall include the following:

- Name, address and telephone number of the *Contractor*.
- Date of report and reporting period.
- Detail on the cleaning activities undertaken during the month outline any challenges that required the employer's attention.
- Incidents/events.
- Problems, including administrative problems with the *Employer* experienced during reporting period.
- Any factors that affect, or may affect, the safety of the Site / Affected Property or people and equipment.

4.2.3. The *Employer* may request supplementary and interim written reports from the *Contractor*.

4.3. **Contractor's Management, Supervision and Key People**

4.3.1. The *Contractor* shall appoint on the *Site / Affected Property* a "competent" person in charge. Any instruction to him / her by the *Employer* shall be deemed to have been issued to the *Contractor*. Whenever the representative (supervisor) is absent from the *Site / Affected Property* a suitable person shall be appointed to act as his / her deputy.

4.3.2. The *Contractor* shall always ensure that there is sufficient suitably qualified and experienced personal to provide the Service. The Service covered in this Contract must be executed under direct of a qualified supervision.

4.3.3. All employees provided by the *Contractor* in terms of this Contract shall at all times be neat and properly clothed to the satisfaction of the *Employer*, the *Employer* reserves the right to request such employees to wear a uniform or overall of a type, cut and design approved by the *Employer* and purchased by the *Contractor*. Employees must be identifiable as employees of the *Contractor* by means of their uniforms:

4.3.4. The *Contractor*, or any agent or employee of his/her, must wear protective clothing where necessary. The *Contractor* must supply the relevant protective clothing at his own cost as included in the pricing schedule of the Service.

4.3.5. Personal hygiene must be maintained by the *Contractor's* employees and agents at all times.

4.3.6. The *Contractor* and its employees will maintain peace and low noise levels within reasonable bounds on the *Site / Affected Property*.

4.3.7. The salaries or wages paid by the *Contractor* to his employees must at all times comply with the applicable BCCCI statutory requirements in respect of minimum wages.

- 4.3.8. All training and evaluation costs as provided for in terms of this Contract shall be borne by the *Contractor*.
- 4.3.9. It is the intention of both Parties that employees provided in terms hereof shall, as far as practically possible, not fail to carry out their duties as a result of any form of intimidation. Should intimidation of employees be suspected, the *Contractor* shall take prompt action in conjunction with the South African Police Service to remedy the situation.
- 4.3.9.1. Such action shall, if deemed necessary by the *Employer*, include immediate replacement of the employees involved.
- 4.3.9.2. The *Contractor* shall forthwith notify the *Service Manager* of any form of intimidation its employees may be subjected to.
- 4.3.10. Should the *Employer* at any time during the term of this Contract make any facility available to the *Contractor*, the *Contractor* shall, at its own cost maintain and keep such facility during the term of this Contract in a clean, tidy and sanitary condition and shall at the termination of this Contract for whatsoever reason, reinstate any such facility to the same condition in which it was when handed to the *Contractor*, fair wear and tear excepted. The *Contractor* will be liable for all utilities i.e electricity, water costs etc.
- 4.3.11. The *Contractor* shall make his own arrangements in respect of the installation and provision of telephones at the *Site / Affected Property* at his own cost, should the *Contractor* deem it necessary.
- 4.3.12. The employees of the *Contractor* may only use toilet facilities that have been pointed out to them.
- 4.3.13. The employees of the *Contractor* may use rest-room facilities that have been pointed out to the *Contractor* (if available). However, it is not the duty of the *Employer* to make such rest-room facilities available.
- 4.3.14. The *Contractor* shall further ensure that all workmen are fully aware of the conditions and requirements of this Contract and shall furnish all workmen with copies of all relevant Standard Specifications and Regulations.
- 4.3.15. If the *Employer* requires any information regarding any of the employees of the *Contractor* who are involved in the rendering of the Service in terms of this Contract, the *Contractor* will furnish such available information immediately.

4.4. Deliverables

- 4.4.1. The service *Contractors* shall submit the following reports, attached to all invoices:
- 4.4.1.1. Report on services delivered/performed;
- 4.4.1.2. Consumables used;
- 4.4.1.3. Completed checklist where applicable;
- 4.4.1.4. Ad hoc services requested where applicable;
- 4.4.1.5. Signed time cards of all employees of the contractor for the month;
- 4.4.1.6. Any and all staff and labour issues that can affect service delivery to *Employer*;
- 4.4.1.7. Incident report summary as compiled. All incidents shall be reported as soon as they occur and a flash/notice report generated within the same shift. A detailed investigative report with corrective and preventative detail shall be submitted within 48 hours from the occurrence of the incident.
- 4.4.1.8. The weekly and monthly reports shall have a summary of key issues affecting the affected building or any major breakdowns etc. The *Employer* reserves the right to alter the format and information required on this report.

4.5. Documentation Control

- 4.5.1. The *Employer* will provide the *Contractor* at the appropriate times with the Technical Information necessary to enable the *Contractor* to complete the Services in accordance with the Accepted Plan and schedules. All Technical Information shall be and remains the property of the *Employer* and on demand and on termination of the Contract shall be returned to the *Employer*.
- 4.5.2. During the progress of the Services/Task and prior to their completion, the *Contractor* will submit to the *Employer* any Documentation as requiring submission to the *Employer* prior to completion of the Contract/Task.
- 4.5.3. If it is agreed between the *Employer* and the *Contractor* that modifications to any such Documentation are necessary, then such modifications shall be incorporated in the relevant Documentation by the *Contractor* and the Documentation, thus modified will be re-submitted to the *Employer* prior to the completion of the Contract/Task.
- 4.5.4. Where applicable, the Documentation to be supplied to the *Employer* in terms of this Contract will include updated copies of the Documentation, duly modified where necessary to cover the *Contractor's* Services.
- 4.5.5. The *Employer* may from time to time during the progress of the Contract instruct the *Contractor* to submit for approval, perusal or prior to the completion of the Contract/Task such additional Documentation as the *Employer* may require.
- 4.5.6. The times for submission of the Documentation shall be as stipulated in the Scope of Works or where not so stipulated, then on dates to be mutually agreed between the *Employer* and the *Contractor*, but generally as soon as possible after such Documentation is completed by the *Contractor*.
- 4.5.7. The *Contractor* will maintain an up-to-date schedule of all Documentation showing the date of all such Documentation, which schedule shall be supplied to the *Employer* by the *Contractor* at agreed intervals.
- 4.5.8. The *Employer* will have the right at all reasonable times to inspect the Documentation of the *Contractor* or any Sub-*Contractor*.
- 4.5.9. All Documentation shall become and remain the property of the *Employer*. Title to all information, know how, inventions and improvements disclosed to the *Employer* by the *Contractor* under the Contract will become the property of the *Employer*.
- 4.5.10. Approval given by the *Employer* shall not relieve the *Contractor* from responsibility for due performance of this Contract and adherence to Technical Information provided by the *Employer*. The *Contractor* shall protect and save harmless the *Employer* and *Employer's* employees against all losses, expenses, demands, errors or omissions detailing of the *Contractor*, its sub-*Contractors*, agents or employees in the provision of any Documentation under the terms of the Contract. To this end, it shall be the *Contractor's* responsibility to arrange professional indemnity cover through an insurance company acceptable to the *Employer*, the limits of such cover to be determined by the *Employer* in relation to the Service.
- 4.5.11. The *Contractor* shall on a monthly basis provide the *Employer* with all records related to this Contract/Service.

4.6. Invoicing and Payment

4.6.1. When making a claim for payment, the *Contractor* shall submit to the Service Manager or appointed *Employer* representative a complete and correct pro-forma invoice with all relevant service reports / sheets, log sheets, invoices, time sheets for any authorised additional work, schedules and reports properly complete setting out details of Services / Tasks carried out and recommendations for any additional work required for scrutiny and verification of the correctness. Thereafter, inspections will be carried out by the Service Manager or appointed *Employer* representative, to affect quality assurance. If the Service has been completed to his satisfaction, only upon agreement being reached on the amount to be included in the payment certificate shall the *Contractor* provide the *Employer* with a VAT invoice.

4.6.2. The following information shall be reflected on the pro-forma invoices and or VAT invoices:

4.6.2.1. Full description of Service / Task performed. (In respect of emergency call-outs, the time and date and name of the person who called the *Contractor* must be indicated).

4.6.2.2. Fixed monthly contracted services performed.

4.6.2.3. Detailed list of materials used to show unit prices, *Contractor's* mark-up, and sub-total. Descriptions such as "1 x floor cleaning soap, 1 x air freshener," are not acceptable.

4.6.2.4. Copies of all applicable invoices with the applicable inventory number (invoices without order numbers will not be processed for payment).

4.6.2.5. V.A.T.

4.6.2.6. Grand Total.

4.6.3. Supporting documentation must be furnished in respect of all materials / Consumables / detergents and sub-contract service bought out in the form of copies of *Contractor's* invoices or copies of priced delivery notes. Notwithstanding the foregoing, the Service Manager or appointed *Employer* representative shall have the right to call for invoices rendered by *Contractors* to the *Contractor* in respect of materials purchased and shall be entitled to withhold the issuing of the payment certificate to the *Contractor* until such information / documentation have been furnished to the *Employer*, provided that, in respect of additional documentation required by the *Employer*, the *Employer's* instruction shall have been given to the *Contractor* in sufficient time before any such payments certificate became due.

4.6.4. No payment for the labour portion of this contract will be considered without supporting documentation verifying the activity schedule execution against the approved cleaning schedule plan for the applicable period.

4.6.5. Payment will be made thirty (30) days from the date of receipt of the *Contractor's* signed invoice and credit notes.

4.6.6. In the event that any emergency service / work / task order or overtime is provided at the *Employers* request and subsequent inspection does not reveal any defect for which the *Contractor* is responsible the *Contractor* reserves the right to charge the *Employer*, in accordance with the agreed day work rates plus all travelling.

4.7. Training Workshops and Technology Transfer

4.7.1. All training and evaluation costs as provided for in terms of this Contract shall be borne by the *Contractor*.

4.8. Things Provided at the End of the Service Period for the *Employer's* Use

4.8.1. Equipment

- a) The inventory materials and spares that were purchased by the *Employer* during the tenure of the contract should be returned provided the *Contractor* still holds some in stock.

4.8.2. Information

- a) The *Employer* will provide the *Contractor* at the appropriate times with the Technical Information necessary to enable the *Contractor* to complete the Services in accordance with the Accepted Plan and schedules. All Technical Information shall be and remains the property of the *Employer* and on demand and on termination of the Contract shall be returned to the *Employer*.

4.9. Management of Work Done by Task Order

- 4.9.1. The *Contractor* shall in the event of the *Employer* requesting Services other than those described in this Scope of Work, submit a detailed estimate for such work to the Service Manager and obtain approval from the *Employer* before attending to the work.

- 4.9.2. No work other than that described in the Scope of Work will be done by the *Contractor* without a Task Order (official order number) issued to the *Contractor* by the Service Manager. This Task Order (order number) will refer to a complaint number and details regarding the work that must be attended to by the *Contractor* in writing.

- 4.9.3. Should the *Contractor* in the course of performance of the Service become aware of the necessity for any emergency work, such emergency will forthwith be reported to the Service Manager for further instructions, provided that nothing herein contained will preclude the *Contractor* or relieve the *Contractor* from the obligation of taking all such immediate and reasonable steps as may in the circumstances be necessary for the proper maintenance and upkeep of the Installations and the safety of the user(s). The *Contractor* shall at all times, follow and implement the specified and mandatory safety procedures.

- 4.9.4. The *Contractor* will not be entitled to preferential consideration in respect of new work in the site/ Affected Property. The *Employer* reserves the right to employ other *Contractors* on an open tender basis where works are done on a project basis and not be a Term Service Contract.

- 4.9.5. The *Employer* reserves the right to execute any work covered under this Contract with his own employees.

- 4.9.6. Should it be required from the *Contractor* to affect additional work not priced in this Contract such additional work will be identified and cost in terms of the Price List / Labour Rates as per this Contract.

- 4.9.7. Any additional work required beyond the scope of this Contract is to be noted as a quotation. Quotations for the additional work are to be received by the *Employer* within 7 days.

- 4.9.8. Where the Price (material or labour, or material and labour) is not stipulated in the Price List/Rates or is not of a similar nature the cost will be based on a fixed labour price as per Price List / Rates (during normal working hours) plus material content (excluding that in the Equipment clause) based on proven cost (*Contractor's* quotations with deductions for all discounts, rebates and taxes which can be recovered) plus a agreed percentage Fee. Refer to Price List / Rates.

- 4.9.9. The *Contractor* must provide his job cards specifying detail of works, this Task Order (official order number(s)) and breakdown of cost into labour and material (for non Activity Schedule work) and signed off by the Service Manager. In addition to the original completed job card submitted with his account / invoice, the *Contractor* must submit a copy of the job card to the Service Manager for audit purposes and retain a third copy for his official records.

5. Health and Safety, Environment and Quality Assurance

5.1. Health and safety, Risk, Environmental Constraints and Management

- 5.1.1. The *Contractor* must, for the duration of this Contract, comply with the terms of any Act of Parliament and with the regulations and rules of any local or other authority with regard to the Service, and he must at all times notify such an authority when notice is required and pay all fees to the authority that are payable with regard to the Service. The *Contractor* undertakes to indemnify the *Employer* against all losses, costs, damage or expenses caused by the *Contractor's* failure to comply with the requirements of any such local legislation or Act of Parliament, regulations and rules. Should such fees not be paid by the *Contractor*, the *Employer* may, although it is not obliged to do so, directly make the payment. Such payment and any expenses incurred by directly making the payment and arrangements with regard thereto shall be deducted from the payment due to the *Contractor*, or it shall be recovered from him.
- 5.1.2. The *Contractor* shall comply with the Occupational Injuries and Diseases Act. (Act 130 of 1993) and any amendments thereof: The *Contractor* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
- 5.1.3. The *Contractor* shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993). The *Contractor* is, in terms of section 37(2) of the Act deemed to be an *Employer* in his own right with duties as prescribed in the Act and agrees to ensure that all work will be performed or machinery or plant will be used in accordance with the provisions of the Act, that all persons in his employ, other persons at the place of any work performed by him and under his control and other persons who may be directly affected by his activities are not exposed to hazards to their health and safety, with particular reference to both the performance of the Service and the safety of the Installation maintained in terms of this Contract. This Contract and all documents attached or referred to, form an integral part of this Contract and procedures mentioned in the aforementioned section of the Act.
- 5.1.4. The *Contractor* shall at his own costs at all time comply with the provisions of all such Laws, Provincial Ordinances, Local Authority Bylaws and all relevant Regulations framed there under which are applicable to the Service to be undertaken.

5.2. Quality assurance requirements

- 5.2.1. All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the *Contractor* will be expected to draft quality plans for the Service Manager from time to

time. Emphasis must be on improving system reliability and on ensuring that rostered maintenance work is indeed performed as and when required.

6. Procurement

6.1. Equipment

- 6.1.1. The supply of Equipment not covered in this Contract will be charged at nett cost plus a Fee as recorded in this Contract.
- 6.1.2. The *Contractor* shall ensure that any and all material procured by the *Contractor* for this Contract, are obtained at least at rates that are available to the *Employer* for similar material. Should the *Contractor* obtain material at a premium and should the *Employer* be able to prove that the *Contractor* did not endeavour to minimise the higher rate/s, the *Employer* may select not to reimburse the *Contractor* for the portion of the price for which the *Contractor* paid a premium. A minimum of Two (2) competitive quotes shall be sourced by the *Contractor* for such material to be supplied.
- 6.1.3. The *Employer* may supply Equipment for the Service on a free issue basis which means that the Fee will not be applicable on these items. Should the *Employer* provide or make available any Equipment, the *Contractor* shall be responsible for proper and economical transport, storage and use thereof. The cost of any loss or damage to the *Employer's* Equipment other than through normal wear and tear, and any uneconomical use or loss of Equipment provided by the *Employer*, will be recovered from the *Contractor*.
- 6.1.4. Only Equipment of the best quality and approved by SANS and / or satisfying the manufacturer's requirements are to be used in the execution of the Service and the Service is to be performed in a proper workmanlike manner to the full satisfaction of the *Employer* or any statutory institution.
- 6.1.5. Consumables, Equipment used must meet the original manufacture's requirements. Only parts that are correctly designed, manufactured and suitable in all respects shall be used. Any alternative replacement needs to be approved by the *Employer* and conform to SANS specifications and must where possible carry an appropriate mark of approval.
- 6.1.6. The *Contractor* shall provide and keep or have a list of all consumables. The *Employer* reserves the right to inspect the inventory list at any time during the term of this Contract.
- 6.1.7. Replaced or redundant parts remain the property of the *Employer* and shall be delivered to the *Employer* to be scrapped where after the *Contractor* will remove it unless otherwise decided by the *Employer*.
- 6.1.8. The *Contractor* shall inform the *Employer* at least one (1) week prior to commencing planned repairs, which may necessitate the Equipment being removed from service for periods exceeding two (2) hours.
- 6.1.9. Risk of loss of, or damage to any goods supplied shall remain with the *Contractor* until such goods supplied have been delivered by the *Contractor*, approved and taken over by the Service Manager.
- 6.1.10. No Plant, Material and Equipment shall be shipped or delivered to Site/Affected Property until permission has been obtained by the *Contractor* from the *Employer* that these may be delivered.
- 6.1.11. Except where specifically stated otherwise, the transport to, off-loading, positioning, stacking and storing on the Site/Affected Property of all material, consumables etc. used in connection with the Works by the *Contractor* shall be the responsibility of the *Contractor*, including all necessary supervision, labour and equipment for this purpose.

- 6.1.12. All Equipment stored on Site/Affected Property must be suitably protected and secured against deterioration through any cause whatsoever, including damage or loss by theft or otherwise. The *Contractor* shall remain fully responsible for all material and plant etc. until the completed Works are handed over to, or have been officially accepted by the *Employer*.
- 6.1.13. The *Contractor* shall be responsible for the provisioning of all material, products, consumables (cleaning materials etc.) that might be needed in order to render an efficient Service at his own cost and included in the Price List / Labour Rates.
- 6.1.14. The *Employer* reserves the right to take samples of any consumables and or material supplied by the *Contractor* for analysis if deemed necessary

6.2. Correction of defects

- 6.2.1. If the *Employer* decide that any work done by the *Contractor* or any subcontractor is defective or not in accordance with the Contract or does not fulfil the requirements of the Contract and as soon as reasonably practicable give to the *Contractor* notice in writing of such decision giving particulars of the alleged defect, the *Contractor* shall with all speed make good the defects so specified.
- 6.2.2. Should the *Contractor* fail to fulfil any of its obligations in terms of this Contract or should such Service not be completed with due diligence and in a proper and workmanlike manner to the satisfaction of the *Employer* and should the *Contractor* fail to remedy such breach within the timeframe from the date of written notice from the *Employer* calling upon to do so, the *Employer* shall have the right without prejudice in terms of this Contract or at law, without further notice to the *Contractor*.
 - 6.2.2.1. Appoint another person other than the *Contractor* to complete the Service in question and to recover from the *Contractor* all cost to complete the work in question plus an administration costs of twenty five (25) percent (%) of the price the other *Contractor* charge the *Employer* to complete the Service, or
 - 6.2.2.2. Cancel this Contract and recover from the *Contractor* any damages that it may suffer as a result of such cancellation and / or breach.

7. Working on Affected Property

7.1. *Employer's* site entry and security control, permits, and site regulations

- 7.1.1. The *Contractor* shall at all times ensure that its employees, agents, representatives, specialist-, subContractors and Contractors:
 - 7.1.1.1. Comply with all security measures and directives imposed by the *Employer*, or his delegate, tasked with managing the Services in or on the Site / Affected Property.
 - 7.1.1.2. Keep the access gates / doors locked at all times. If any security problems are noticed, the *Contractor* shall immediately notify the Service Manager.
 - 7.1.1.3. Shall in terms of this Scope of Work when on duty (unless the *Employer* should decide otherwise), wear an identity disc, tag or other device as agreed upon between the Parties. For the purposes of

this Scope of Work, an identity disc, tag or other device prescribed by the *Employer* shall at least contain the following information in respect of the *Contractor's* personnel:

- a colour photograph of the relevant member
- full names and surname
- identity number

7.1.1.4. The identity disc shall at all times be visibly displayed on the employee's person while he/she is on the Site / Affected Property. The necessary control must be exercised over such identity discs to prevent them from falling into unauthorised hands. The *Contractor* will be liable for the replacement cost of lost identity disc.

7.1.1.5. All employees of the *Contractor* will be subject to the requirements set out in section 2(2) of the Control of Access to Public Premises and Vehicles Act, 53 of 1985.

7.1.1.6. A list of names of employees that will be working on the Site / Affected Property during a given time must be made available to the Service Manager. Should any exchange of personnel take place, the Service Manager must be informed accordingly in writing. Unidentified employees, and employees whose names do not appear on the list, will not be allowed to enter the Site / Affected Property.

7.1.1.7. Employees of the *Contractor* may not walk about without any purpose on the Site / Affected Property and may not use chairs and seats in public areas for purposes of relaxation.

7.1.1.8. Employees of the *Contractor* have, subject to the terms of this Scope of Work, admission to all areas to perform their duties subject to approval by the *Employer* / Tenant. If a service does not have to be performed at a specific stage in a specific area, no admission is permitted. The *Contractor* must make provision in his costing for access delays in security areas.

7.1.1.9. Any disruptions which are deemed to be beyond the *Contractor's* control and which result in the *Contractor's* workmen having to leave the Site / Affected Property shall be logged in the applicable report book.

7.1.1.10. Within seven (7) days of the Contract Date and before such employee enters the Site / Affected Property to perform the Service, the *Contractor* shall furnish the Service Manager with the full names, identity numbers, residential addresses, two recent passport photographs and such other items of information as may be required by Service Manager, in respect of all persons who will be employed by the *Contractor* to undertake work at the Site / Affected Property in terms of this Contract.

7.2. People restrictions, hours of work, conduct and records

7.2.1. The *Contractor* shall at all-time render service that enhance and maintain at minimum the corporate image of Transnet Property.

7.2.2. The *Contractor* shall at all-time render service that is in line with Transnet Property's values and ethics.

7.2.3. The *Contractor* must exercise the highest possible standards of conduct in performing their duties in accordance with this Agreement.

7.2.4. The *Contractor* shall, upon receipt of written request from Transnet Property, provide Transnet Property with copies of all the Service Provider's operating procedures and processes relating to the Services.

7.2.5. The *Contractor* is responsible for overall management and supervision of the contracted staff performing duties at the Premises in accordance with the provisions of this Agreement.

7.2.6. The *Contractor* must ensure that a competent site manager is appointed as required ensuring deliverables and quality of service delivery.

7.2.7. The *Contractor* shall immediately inform Transnet Property in writing if any contracted staff is found guilty of improper conduct.

7.2.8. It is expected from the *Contractor* to ensure that all duties and tasks to be performed on site are adhered to.

- 7.2.9. The *Contractor* must exercise reasonable skill, care and diligence in the rendering of the services and the performance of its obligations to Transnet Property.
- 7.2.10. The *Contractor* shall provide written reports on progress made in the rendering of the Services to Transnet Property at such intervals and in such format as may be determined at the sole discretion of Transnet Property.
- 7.2.11. Transnet Property shall be entitled to request additional information pertaining to any matters or issues raised in or relevant matters or issues omitted from a progress report.
- 7.2.12. In the event of an unusual occurrence, the *Contractor* shall submit an Incident Report to Transnet authorised representative within twenty four (24) hours.
- 7.2.13. Any and all reports prepared during the term of this contract shall become the property of Transnet Property.
- 7.2.14. Where services are deteriorating a service improvement plan can be requested on how services will be improved.
- 7.2.15. The *Contractor* shall ensure that all necessary equipment, services or material as required are kept in the condition as required by law, regulations and procedures and readily available for Transnet Property to inspect and test without prior notice.
- 7.2.16. The *Contractor* shall, in the provision of the Services, have due regard to the operational requirements of Transnet Property and the Premises and other parties occupying or operating from the Premises and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.
- 7.2.17. The *Contractor* shall ensure that it and its contracted staff and site manager shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the Premises
- 7.2.18. Should Transnet Property at any time believe that any of the Service Provider's personnel is failing to comply with any such procedures or policies, Transnet Property shall be entitled to deny such person access to the relevant Premises and require the *Contractor* to replace such person without delay.

7.3. Personnel Standards

7.3.1. *Contractor* staff must be:

- a) able to communicate the official language of Transnet which is English
- b) physically fit to perform the tasked duties as required;
- c) presentable, clean, neat and portray a professional image at all times whilst conducting their duties in a professional manner;

7.3.2. Contracted staff must at all times be alert, vigilant and professional in their approach, bearing and actions and the following deviations will be regarded as extremely serious and may be regarded as sufficient reason to ask the *Contractor* to remove a particular contracted staff(s) from the Premises permanently:

- a) Absence without proper notification;
- b) Accepting any gifts or bribes in the line of duty;
- c) Conduct unbecoming of a contracted staff or prejudicial to discipline, either on or off duty;
- d) Drinking intoxicating liquor or using intoxicating substances while on duty or reporting for duty in an intoxicated condition;
- e) Enabling any person to secure stolen property from the Premises;
- f) False reporting;
- g) Negligence in the application of Transnet instructions, after being duly informed thereof;
- h) Sleeping on duty or neglecting his/her duty;
- i) Using or carrying a weapon;
- j) Unnecessarily harsh or violent conduct or using profane language while performing his / her duties in accordance with this Agreement;
- k) Wilful disobedience of instructions, orders of a superior or a reasonable request by Transnet Property;
- l) Failing to report any security incident or safety hazard either observed by the contracted staff or brought to his/her attention by another person;
- m) Failing to wear the prescribed clothing or identification when on duty.
- n) Failing to present an acceptable image or an upright position, or to deal with any person in a respectful manner. This implies that a contracted staff shall not sit when he/she should be standing and shall not lounge about, smoke, eat, drink, read or occupy him/herself with any distracting activity while attending to any person in the performance of his / her duties.

- 7.3.3. *Contractor* staff may be subject to breathalyser testing by Transnet or Representative *Contractors* prior to the granting of permission onto its Site.

7.4. Health and safety facilities on the Affected Property

- 7.4.1. The *Contractor* undertakes to comply with the *Employer's* safety and emergency measures and procedures the Site / Affected Property.
- 7.4.2. The *Contractor's* procedures for the procurement, storage, handling, transporting, application and general use of chemicals shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities.
- 7.4.3. The *Contractor* shall not use or keep any poisonous or highly flammable materials on the *Site / Affected Property* without the approval of the Service Manager, for the rendering of the Service or for whatever purpose.
- 7.4.4. The obligation to take care of and protect the Service and everything connected therewith shall rest solely with the *Contractor* who shall take all necessary precautions to protect Others, the property of the Others, the property and personnel of the *Employer* from damage or injury, and to protect adjoining properties from trespass or damage during the Service.
- 7.4.5. The *Contractor* shall inform the *Employer* verbally and in writing and act immediately on any potentially hazard or undesirable situation which may cause harm to persons or which may damage or reduce the life expectancy of the Installation, even if the hazardous or undesirable situation does not form part of the *Contractor's* responsibilities.
- 7.4.6. The *Contractor* may not do or leave or permit anything on the Site / Affected Property that, in the opinion of Service Manager, might cause any damage to the property or that might be a nuisance or burden or danger or possible nuisance or burden or danger to any person on / in the Site / Affected Property.
- 7.4.7. The *Contractor* shall be obliged to display neat warning signs of which the size and design are of such a nature they are easily visible, at all places where the Services are undertaken by the *Contractor*, and where the rendering of the Services might cause injuries to any person, in order to focus the attention of such person on the Services that are undertaken in that area.
- 7.4.8. Special condition: It is hereby specially stipulated that, during the period of this Contract, the *Contractor* will be obliged to do everything that might be necessary and practically feasible in order to ensure that all signs, printing, notices or documents that are displayed on / in the Site / Affected Property, will appear in English plus at least one other official language.

7.5. Records of *Contractor's* Equipment

- 7.5.1. The *Contractor* shall have all their Tools and Special Equipment, necessary for the execution of the works, either on site or readily available at their premises and shall be recorded and certified.
- 7.5.2. The *Contractor* shall complete or generate an inventory lists of their equipment and update inventory lists systems on a continuing basis (equipment type and location).

7.6. Site services and facilities

- 7.6.1. Provided by the *Employer*

- Rest room facilities –
- Storage facilities – where applicable
- Site office – where applicable

7.6.2. (Shall at the termination of this Contract for whatsoever reason, reinstate any such facility to the same condition in which it was when handed to the *Contractor*)

7.6.3. Provided by the *Contractor*

- The *Contractor* shall make his own arrangements in respect of the installation and provision of telephones at the Site/Affected Property at his own cost, should the *Contractor* deem it necessary.

7.7. Tests and inspections

7.7.1. The *Employer* or its duly appointed representative shall retain the right to witness and/or verify the performance of any Service by the *Contractor* at any time.

7.7.2. Independent inspections: the *Employer* shall have the right to authorize the inspection of cleaning detergents / materials, and or serviced areas, inspections shall be promptly communicated in writing to the *Contractor*. Should any defects or remedial work be required in terms of this Contract, the *Contractor* shall expeditiously undertake it within a mutually agreed time period the corrective work. When the *Contractor's* work has been completed satisfactorily, the *Employer* or its duly appointed inspector shall be notified in writing. A further follow-up inspection by the *Employer* or its inspector may be conducted.

7.7.2.1. Should the follow-up inspection show that the work as agreed and undertaken by the *Contractor* has not been satisfactorily carried out; the procedure shall be repeated until the established standard of cleaning has been attained. The cost for the follow-up inspection shall be borne by the *Contractor*

7.7.2.2. Notwithstanding the *Employer's* rights in terms of this Contract, the *Contractor* shall refund the *Employer* its costs associated with the reapplication where the *Contractor* has not completed work satisfactorily as agreed.

7.7.2.3. The independent inspections shall in no way limit the *Contractor's* responsibility with respect to any obligation or liabilities in terms of this Contract.

8. LIST OF AREAS

ANNEXURE A

Respondent's Signature

Date & Company Stamp

Annexure B

Planned Cleaning Activity Schedule

(Please note: The below Planned Cleaning activity schedule is only indicative and not exhaustive, it is therefore the duty of the *Contractor* to update the Activity Schedule, one (1) month from the date of assuming responsibility as the contracted Service Provider)

1. CLEANING EXTERIOR OF BUILDING:	Frequency
1.1 Roads and Sidewalks:	
1.1.1 Pick up and remove all litter in above areas.	Daily
1.1.2 Empty, damp wipe refuse bins and replace inner refuse bags.	Daily
1.1.3 Remove stains and disinfect refuse bins .	Weekly
1.1.4 Clean all storm water drains by removing all litter, etc.	Daily
1.2 Garden area:	
1.2.1 Pick up and remove all litter .	Daily
1.3 Balconies and stoops:	
1.3.1 Remove dust on the hard floors and or skirting with suitable broom, mop- or disposable cloth sweeper in such a way that it does not raise dust.	Daily
1.3.2 Damp mop hard floors and or skirting to remove dirt.	Weekly
1.3.3 Spray, clean or burnish hard floors and or skirting using a mechanised system to remove accumulated grime.	Monthly

1.3.4	Empty, damp wipe refuse bins and replace inner refuse bags.	Daily
1.3.5	Remove stains and disinfect refuse bins .	Weekly
1.3.6	Damp wipe electrical switches, and light fittings .	Weekly
1.3.7	Damp wipe door handle/push plates, doors and frames	Twice Daily
1.3.8	Spot clean spots and marks on walls and floor surfaces .	When Applicable
1.3.9	Damp wipe window frames and –sills on applicable floors levels.	Weekly
1.4 Walls:		
1.4.1	Damp wipe building name, emergency, information, and route signs .	Bi - Weekly
1.4.2	Dust and or damp wipe all fire equipment .	Monthly
1.5 Windows:		
1.5.1	Ground floor windows and frames (on the outside) must be cleaned.	Daily
2. CLEANING INTERIOR OF BUILDING:		
2.1 Security/Reception areas (At Main Gate):		
2.1.1	Remove dust, damp mop on resilient and or hard floors with mop- or disposable cloth sweeper.	Daily
2.1.2	Spray, clean or burnish resilient and or hard floors using a mechanised system to remove accumulated grime.	Monthly
2.1.3	Wet wipe washable surfaces walls and or partitioning .	Bi-Weekly
2.1.4	Damp wipe all information and emergency signs .	Monthly
2.1.5	Damp wipe telephones and fax machines .	Daily
2.1.6	Dust or damp wipe skirting and or power skirting .	Daily
2.1.7	Damp wipe or dust door handle / push plates, doors and doorframes .	Daily
2.1.8	Spot clean spots on doors and or frames .	Weekly
2.1.9	Dust and damp wipe sealed wood / glass / formica reception counters .	Daily
2.1.10	Polish sealed wood / glass / formica reception counters .	Monthly
2.1.11	Damp wipe electrical switches, plug points, ceiling mounted electrical light fittings..	Weekly
2.1.12	Dust or damp wipe notes boards .	Daily
2.1.13	Dust railings and or handrails .	Daily

2.1.14	Dust access control accessories and equipment.	Daily
2.1.15	Empty, damp wipe refuse bins and replace inner refuse bags.	Daily
2.1.16	Remove stains and disinfect refuse bins.	Weekly
2.1.17	Dust, damp wipe and polish sealed wood, glass, formica, chrome, steel and plastic furniture (chairs, desks, tables, bookcases, shelves, cupboards, etc.).	Weekly
2.1.18	Vacuum furniture covered with cloth (chairs, etc.).	Weekly
2.1.19	Damp wipe furniture covered with vinyl and or leather (chairs, desks, tables, etc.).	Daily
2.2 Passage ways and stair cases		
2.2.1	Remove dust, Damp mop on resilient and or hard floors with mop- or disposable cloth sweeper.	Daily
2.2.2	Spray, clean or burnish resilient and or hard floors using a mechanised system to remove accumulated grime.	Monthly
2.2.3	Damp wipe electrical switches, plug points and wall mounted electrical light fittings.	Monthly
2.2.4	Empty, damp wipe refuse bins and replace inner refuse bags.	Daily
2.2.5	Remove stains and disinfect refuse bins.	Weekly
2.3 Toilets and bathrooms(Ablutions):		
2.3.1	Damp mop to remove all marks, mineral deposits and dirt and polish on resilient and or hard floors.	2 x Daily
2.3.2	Light scrub, dry and apply maintenance coat on resilient and or hard floors to remove accumulated dirt.	Monthly
2.3.3	Clean showers by removing grime from shower- walls, door and floors.	Daily
2.3.4	Spot clean spots and finger marks on walls.	Daily
2.3.5	Wet wipe and dry washable surface walls.	Daily
2.3.6	Clean and or dust windows and window frames on the inside.	Weekly
2.3.7	Dust or Damp wipe , remove marks window frames and or windowsills.	Weekly
2.3.8	Clean toilet, basins and urinals, under flushing mechanism, pipes and taps etc.	2 x Daily
2.3.9	Mop floors and Remove litter from urinals.	2 x Daily
2.4 Kitchens/Dining Rooms		
2.4.1	Damp mop to remove all marks, mineral deposits and dirt on resilient and or hard floors.	Daily
2.4.2	Light scrub, dry and apply maintenance coat on resilient and or hard floors to remove accumulated grime.	Monthly

2.4.3	Wet wipe and dry washable surface walls.	Daily
2.4.4	Spot clean spots and finger marks on walls .	Daily
2.4.5	Dust and damp wipe work tops.	Daily
2.4.6	Clean or dust windows and window frames on the inside.	Weekly
2.4.7	Damp wipe window frames and windowsills .	Weekly
2.4.8	Dust and damp wipe stove, oven and or microwave.	Twice - Daily
2.4.9	All areas to be cleaned and Scrub and dry.	Monthly
2.4.10	All kitchen fixed equipment to be washed off and cleaned	Weekly
2.4.11	Wet wipe and dry sink.	Twice - Daily
2.4.12	Remove mineral deposits and or stain from sink, pipes, taps, gullies, drains.	Weekly
2.4.13	Empty waste bins and damp wipe.	Daily
2.4.14	Remove stains and disinfect waste bins.	Daily
2.4.15	Dust cupboards.	Daily
2.4.16	Damp wipe cupboards.	Weekly
2.5 Hall/Entertainment area:		
2.5.1	Damp mop to remove all marks, mineral deposits and dirt on resilient and or hard floors.	Weekly
2.5.2	Light scrub, dry and apply maintenance coat on resilient and or hard floors to remove accumulated grime.	Monthly
2.5.3	Spot clean spots and finger marks on walls.	Daily
2.5.4	Dust and damp wipe work tops, tables and chairs	Daily
2.5.5	Clean and dust windows and window frames on the inside/out.	Weekly
3. WASTE FACILITY AREA		

3.1 Waste removal:		
3.1.1	Without prejudice to the removed contents of wastebaskets and ashtrays, as well as office waste, must be removed tidily in bags, for example, and placed in all the garbage cans that have been made available for this purpose.	Daily
3.1.2	Remove refuse to the loading point as prescribed by the Local Council on days when the relevant Local Council removes refuse or where any other refuse collector as organised by Transnet Property will collect refuse.	Weekly
3.1.3	Disinfect waste storage areas and bins weekly using high pressure cleaners and antibacterial materials.	Weekly

Respondent's Signature

Date & Company Stamp