



TRANSNET FREIGHT RAIL

an Operating Division of **TRANSNET SOC LTD**

[Hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

REQUEST FOR QUOTATION [RFQ] No CRAC-JHB-35857

FOR THE PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING, WEED CONTROL, PEST CONTROL, DEEP CLEANING AND HYGIENE SERVICES AT CHRISTIANA, BLOEMHOF, SANNIESHOF, SCHWEIZER-RENEKE AND VRYBURG FOR A PERIOD OF TWENTY FOUR (24) MONTHS

FOR DELIVERY TO: CHRISTIANA, BLOEMHOF, SANNIESHOF, SCHWEIZER-RENEKE
AND VRYBURG

ISSUE DATE: 24 JUNE 2021

CLOSING DATE: 08 JULY 2021

CLOSING TIME: 10:00 AM

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

- **RESPONDENTS WITH A MINIMUM B-BBEE STATUS LEVEL OF 1 THAT ARE:**
- **EXEMPTED MICRO ENTERPRISES (EMEs) AND/OR QUALIFYING SMALL ENTERPRISES (QSEs);**

SECTION 1: SBD1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET FREIGHT RAIL, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	CRAC-JHB-35857	ISSUE DATE:	22 JUNE 2021	CLOSING DATE:	08 JULY 2021	CLOSING TIME:	10:00 AM
DESCRIPTION	FOR THE PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING, WEED CONTROL, PEST CONTROL, DEEP CLEANING AND HYGIENE SERVICES AT CHRISTIANA, BLOEMHOF, SANNIESHOF, SCHWEIZER-RENEKE AND VRYBURG FOR A PERIOD OF TWENTY FOUR (24) MONTHS						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
RECEPTION, TENDER ADVICE CENTRE, INYANDA HOUSE 1, GROUND FLOOR, 21 WELLINGTON ROAD, PARKTOWN, JOHANNESBURG							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Tshepiso Modjela			CONTACT PERSON			
TELEPHONE NUMBER	011 584 0606			TELEPHONE NUMBER			
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER			
E-MAIL ADDRESS	Tshepiso.Modjela@transnet.net			E-MAIL ADDRESS			
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]			2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

PART B TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE: _____

SECTION 2: NOTICE TO BIDDERS

1 Responses to RFQ

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

2 Formal Briefing

A formal briefing session will not be held but should Respondents have specific queries they should email these to the Transnet employee(s) indicated in paragraph 5 [*Communication*] below:

3 Preferential Procurement Prequalification Criteria

3.1 Minimum B-BBEE level

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

3.2 Exempted Micro Enterprises & Qualifying Small Enterprises

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

5 Communication

Specific queries relating to this RFQ before the closing date of the RFQ should be submitted to [**Tshepiso Modjela – tshepiso.modjela@transnet.net**] before **12:00 pm on 05 July 2021**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.

It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.

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.

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

Telephone 011-584-0821

Email: Prudence.Nkabinde@transnet.net

6 Legal Compliance

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

7 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.

8 Changes to Quotations

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

9 Binding Offer

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

10 Disclaimers

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

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / services which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- cancel the quotation process;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- 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;
- award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price, even after they have been issued with a Letter of Regret.

11 SCOPE OF WORK

11.1. Background

Transnet Freight Rail requires the services of a cleaning service provider for the provision of good quality cleaning service for **CHRISTIANA, BLOEMHOF, SANNIESHOF, SCHWEIZER- RENEKE & VRYBURG**.

The scope of works includes cleaning of building's internal floors, ablutions, kitchens, external surroundings, deep cleaning, vacuuming and other cleaning-related and complementary services.

The Service provider shall provide all necessary machinery, tools and materials for the proper cleaning of above mentioned areas and execution of the work. Such machinery and materials shall be of a high standard, appropriately maintained and suitable for use within the Buildings.

The Service provider shall ensure that the OHS Act and any other relevant legislative prescripts, policies and procedures are observed, and shall ensure that all cleaning functions and activities are carried out in a compliant manner.

11.2. SELECTION OF AREAS FOR CLEANING AND GARDENING SERVICES

Transnet reserves the right to split the award of business between one or more Service Provider(s) for the provision of cleaning, gardening, grass cutting, weed control, pest control, hygiene and deep cleaning services in Christian, Bloemhof, Sannieshof, Schweizer-Reneke & Vryburg Premises.

Respondents are required to select and confirm the specific categories (Site/depot) that they intend submitting a proposal for. Respondents are permitted to select more than one area and type of service.

11.2.1. SERVICE REQUIREMENTS FOR THE FOLLOWING CATERGORIES:

Description	Selection (·)
Category 1: Cleaning and Gardening, grass cutting and weed control services for Christian, Bloemhof, Sannieshof, Schweizer-Reneke & Vryburg Premises	
Category 2: Hygiene , pest control and deep cleaning services for Christian, Bloemhof, Sannieshof, Schweizer-Reneke & Vryburg Premises Premises	

11.3. Service requirements

11.3.1. General service requirement

- 11.3.1.1.** The Service provider is duly required to ensure the neat appearance of TFR buildings at all times. Effectiveness of manual cleaning depends on the worker, therefore Transnet requires all personnel to be appropriately trained in the cleaning competencies needed for the service that they provide.
- 11.3.1.2.** The Selected bidder shall conduct proper training and induction of cleaning requirements to ensure personnel are well-trained in all areas they service.
- 11.3.1.3.** The Service provider shall provide suitable equipment, protective clothing and training on proper use of chemicals, to ensure appropriate safety and wellness measures are taken to protect his employees and those of Transnet.

- 11.3.1.4.** The minimum requirements and frequency of intervention are as illustrated in the schedule.
- 11.3.1.5.** The Selected bidder's cleaning programme must demonstrate fair distribution of the work-load; ensuring that each and every person is productive.
- 11.3.1.6.** Situations of over-utilisation and under-utilisation of staff i.e. where person has either too much or too little work to do, must be addressed as soon reported through an improved service programme with more efficient use of all personnel and fair model of work allocation.
- 11.3.1.7.** This contract requires hands-on supervision with each Supervisor being aware of the contribution of their personnel. The Supervisor must be able to competence gaps, and ensure the personnel receive the required training.
- 11.3.1.8.** Service concerns and areas of development will also from part of the Supervisor's responsibilities to ensure personnel are developed and given the right support.
- 11.3.1.9.** The bidder shall meet the minimum capacity requirements for resources i.e. plant, machinery and personnel.
- 11.3.1.10.** The Service provider shall take cognisance that cleaning service is regarded as an essential service and shall therefore ensure the continuity of service in the event of employees' absenteeism, sickness or any form of leave, during industrial action or any other service interruptive actions.
- 11.3.1.11.** Duties and responsibilities assigned to personnel must be well balanced in the allocated working area.
- 11.3.1.12.** The Service provider shall consider and adopt industry cleaning standards and norms where personnel are kept up to date with new developments, cost saving initiatives are institutionalised, appropriate benchmarks for cleaning in terms of type of cleaning required, frequency of such cleaning, correct cleaning methods that not damage surfaces and upholsteries are used and correct chemicals and equipment are at all times used.
- 11.3.1.13.** Working hours are between 07h00 and 15h00 weekdays Monday to Friday and on weekends where required. Working hours exclude public holidays.
- 11.3.1.14.** Transnet shall monitor the cleaning activities to ensure adherence to the agreement.

11.4. Personnel requirements

- 11.4.1.** The average personnel requirements are as indicate in Table A below. Figures are indicative staff compliment based on historic service level requirements and are therefore intended to serve as minimum requirement.
- 11.4.2.** Bidder is expected to allocate as a minimum the number of personnel stipulated in the schedule to the contract.
- 11.4.3.** The Successful Bidder shall deploy the total number of personnel contracted for to site, daily for the total number of designated hours for entire duration of the contract. Not at any point shall there be less staff than was agreed.

Table 1 Personnel requirements

Total staff	5 clears (1 cleaner each area Christian, Bloemhof, Sannieshof, Schweizer-Reneke & Vryburg). 1 supervisor
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11.4.4. The contractor shall bear sole responsibility for the recruitment, training, and provision of uniform, remuneration and engagement with cleaning personnel whatsoever is required for the provision cleaning services.

11.4.5. The Successful Bidder shall provide to Transnet within 7 days of appointment, the identity of all staff allocated to the contract, specifying whether they are employed on a permanent or temporary basis and furthermore supply copies of identification documents for each individual.

11.4.6. Transnet prefer low supervisor to personnel ration to avoid Supervisors being overwhelmed by the large number of employees to supervise.

11.4.7. There must be good coordination and communication between supervisors and their subordinate, and teams must be efficiently managed.

11.5. **Cleaning personnel**

11.5.1. Cleaners should be observant, keen, alert, efficient, willing and pleasant; and adequately trained to guarantee a high cleaning standard.

11.5.2. Personnel shall at all times be neatly dressed in identifiable uniform.

11.5.3. The Successful Bidder is encouraged to retain their staff for total duration of the contract, however in the event of staff replacement; the Contractor shall inform Transnet in writing immediately prior to the replacement of any staff and submit identification of the new appointee(s).

11.5.4. The Service provider shall immediately substitute any staff found to be absent for whatever reason in order to ensure continued of service, refer to clause 2.4.

11.5.5. Personnel shall report maintenance matters, faults, and health and safety concerns to their supervisor for attention. Supervisors must follow up and escalate maintenance issues to Property Management.

11.6. **Relief staff**

11.6.1. The Service provider is responsible for providing a continuous service to Transnet. If a cleaner is ill, away or on leave, it is the Contractor's responsibility to ensure that the service is still provided, as such shall make alternative arrangements.

11.6.2. The contractor is expected to have bank of temporary relief staff as contingency to absenteeism.

11.6.3. The Site Manager shall be responsible for the proper arrangement of substitute staff and such person shall be on site for total working hours for the total days for which they are required.

11.6.4. In case of emergency or unplanned leave, the Site Manager shall be allowed until 09h00 to have the substitute staff on site.

11.7. The Supervisor

- 11.7.1. The Supervisor, who has sound knowledge and experience in supervising cleaning works for high quality buildings, shall effectively supervise cleaning personnel and all daily operations at the Contractor's own cost.
- 11.7.2. Such supervisor shall be on the premises daily to report and where possible remedy any faults or irregularities which may affect daily operation.
- 11.7.3. The Supervisor must escalate all faults, health and safety concerns and maintenance issues reported by personnel to Property Management.
- 11.7.4. The onsite Supervisor must be trained and understand the contract requirements so they can translate the requirements into tasks that a cleaning person can handle and execute in a timely manner.
- 11.7.5. The Supervisor must furthermore ensure the balance of activities between personnel, working time, equipment and supplies required to execute the tasks.
- 11.7.6. The supervisor shall draw-up daily work schedules for staff under their management.
- 11.7.7. The Supervisor shall ensure relevant personnel are registered in the work schedules including areas to which they are assigned.
- 11.7.8. Supervisor shall ensure the monitoring schedule is displayed on rest room doors and shall be responsible for the management and sign off of the schedule during hourly rounds.
- 11.7.9. The Supervisor shall keep accurate records of attendance of staff and work schedules. These records must be made available to Transnet Property Management when required.
- 11.7.10. The Supervisor shall perform daily walk-about and evaluation of all cleaning operations for areas under their supervision.
- 11.7.11. The onsite Supervisor must be able to conduct a work orientation of the service personnel to provide in areas of the buildings.
- 11.7.12. The Supervisor must be able to train personnel. This would include on the job training and facilitation of personnel to ensure they understand the layout of their run, the time allotted for each task, equipment and chemicals utilised and their proper and safe use.
- 11.7.13. The Supervisor must ensure balanced and even distribution of equipment and consumables between personnel.
- 11.7.14. The onsite Supervisor must have sufficient soft skills to engage personnel, building manager/s and Transnet employees who may have need of his/her time and attention.
- 11.7.15. People skills, basic math, training ability and scheduling are few of the skill sets required of competent Supervisor assigned to this contract.
- 11.7.16. A well-motivated supervisor shall go a long way in providing good service to Transnet and its employees.

11.8. Site Manager/Customer Service Manager

- 11.8.1. The Service provider shall appoint a Site Manager/Customer Service Manager to the contract.
- 11.8.2. The Manager shall have the experience and competence to address contractual and service problems, provide guidance to supervisors and personnel alike, remedy situations that arise and present feedback to Transnet Property Manager as required.

11.8.3. Transnet representative shall direct all communication to Manager of their delegated person regarding any service and contract related matters and the onus shall rest with the Manager to communicate further to Supervisors and cleaning staff and/or remedy the situation as the situation may require.

11.9. Training

11.9.1. Training shall be given to the staff and be exposed to mentoring and coaching.

11.9.2. Staff shall be afforded the opportunity to be upskilled and developed during the course of the contract.

11.9.3. The bidder shall provide a comprehensive training plan on formal and on the job training various skills and modules.

11.9.4. The selected bidder is expected to conduct refresher training for personnel, assess skill gaps and developmental needs and provide the needed training to personnel.

11.10. Site File

11.10.1. The appointed service provider is required to provide a Transnet specific Site File which will include all statutory and management information and documents such as:

- OHS Policy and Procedures;
- Safe works Procedures;
- Risk Assessments Procedures;
- Department of Labour documents e.g. COIDA, UIF and etc.

11.10.2. The Service provider will be required to provide a comprehensive site file within 30 days after appointment.

11.10.3. The service provider will conduct a site assessment and to update, if required, any of its standard procedures as listed above, to suit any Transnet specific site requirements.

11.11. Orientation sessions

11.11.1. Orientation sessions will be conducted annually by the Property Manager for the newly appointed Service provider and staff.

11.11.2. Newly appointed staff will be orientated if there is staff turnover during the contract period. However, the selected bidder is encouraged to retain their staff for total duration of the contract and a plan on how this will be achieved should be submitted.

11.12. Meetings

11.12.1. Monthly meetings shall be held between Property Management, Contract manager/Site manager to discuss the contract and service. Minutes of these must be kept in the Site file and be made available to Property Management on request.

11.12.2. Emergency meetings may be held in urgent and emergency situations.

11.12.3. The Service provider shall hold monthly meetings with personnel to discuss among other things hygiene and cleanliness, Occupational Health and Safety, skills and development, training etc.

11.13. General service requirements

11.13.1. The Contractor shall provide and promote good customer service

11.13.2. Display openness and transparency

11.13.3. Utilise protective clothing in all cleaning functions as appropriate

11.13.4. Ensure timeous cleaning of venues before and after eventsDisplay signage all times in areas where cleaning personnel are working.

11.13.5. Cleaning during emergencies:

- In the event of an emergency, cleaning service must only be conducted as soon as it is deemed safe to do so.
- In the event of flooding, emergency cleaning must be undertaken within 24 hours or as soon as deemed safe.

11.13.6. Contractor's staff are prohibited from taking in their possession any objects property of Transnet irrespective of size or value.

11.14. Equipment

11.14.1. The service Provider shall supply all equipment and tools required to render the daily cleaning service.

11.14.2. Maintenance of equipment shall be responsibility of the Service Provider and all costs associated with maintenance of equipment shall be borne by him.

11.14.3. The Service Provider shall ensure that defective equipment is either be replaced or repaired as the case may require, within 24 hours from the time that such defective equipment is reported by personnel or Transnet Freight Rail Property Management.

Equipment list	
Low noise industrial vacuum cleaners	
Mops/mop caddy	
Floor machines and burnishers	
Mop bucket and wringer	
Pressure washer	
Mops and pads	microfiber
Wet/dry mop	
Janitorial trolleys	
Cleaning caddy	
Buckets	Single and double bucket
Ladders	Long & short
Industrial cleaner	

High pressure cleaner	
Industrials scrubbing machine with buffing accessories	
Colour coded cleaning cloths	Microfiber (3 per cleaner)
Brooms	Hard and soft brooms
Extension cord	
Caution/hazard sign	
Toilet brushes	
General purpose/ Heavy duty elbow-length gloves	
Spray bottle	
Dustpan and brush sets	
Feather duster	short and long
Plastic putty knife/soft scrub (to scrape soap scum)	
Scrubby sponge/ sponges	
Dish scrubber	
plunger	
Knee pads	
Flood pumper	
Squeegee	
Janitor's cart with heavy duty bag	

11.14.4. Great care must be taken to assure that brushes and equipment are cleaned to avoid cross-contamination

11.14.5. Cloths, mops and pads must be laundered after use and dried as necessary.

11.14.6. No dirty or foul smelling equipment shall be used.

11.15. **Cleaning consumables**

11.15.1. The contractor shall provide chemicals and materials which are not harmful to either persons or the environment.

11.15.2. Transnet has preferred products based of historic use. However their proposed use will not advantage the tenderer in any way.

11.15.3. Alternative products may be considered provided they are proven safe and desirable.

11.15.4. Such alternative products may be subject to Transnet prior approval, and samples may be required from shortlisted bidders when appropriate during the tender process.

List of consumables
Ammoniated cleaner
Ammonia stripper/ non ammoniated stripper
Liquid polish stripper
Heavy duty refuse bags
All Purpose cleaner (For removal of lime and urine deposits on toilet bowls. Thick. Highly foaming. Extremely acidic)
Toilet scrubber
Antiwax
General degreaser
Probiotic Cleaner
Floor emulsion polish and wax
Shoe covers
Disposable gloves
Deep cleaning liquid
Wood polish
Window cleaner
Dishwasher
Furniture Polish
Colour coding cloth
Mutton cloth
General disinfectant
Heavy duty soap
Neutral soap
Carpet cleaner/ shampoo
Paper towels and cleaning rags
Waste bags (to fit rubbish bins)
Air freshener
Antibacterial soap
Dish soap
Bleach
Anti-dust spray
Insecticides
Two ply toilet paper

11.16. Scope of service and schedule

- The Service provider shall render good quality service wherein proper equipment, biodegradable chemicals and material are used, well trained personnel and experienced supervisors provide the cleaning service and general expertise is applied in ensure a satisfactory service.
- Cleaning personnel shall have access to areas in the building as inducted by the Property manager. Personnel should be allowed to carry out their duties in these areas, unless a department requests differently.
- The confidentiality and sensitivity of some work areas must be considered; therefore reasonable arrangement must be made with Property management for access to these areas.
- It shall be the responsibility of related employees to ensure adherence to good governance and have all confidential documentation kept under lock and key.

11.17. Cleaning of floor types

11.17.1. Polished concrete floors

- Sweep clean of soil and dust – mop floor with wet mop in detergent solution – remove all excess water from surface with wringed mop.
- An approved floor wax may be applied where a highly polished finish is desirable.

11.17.2. Tiles

- Sweep clean of all dust – scrub with approved liquid detergent solution – wash down thoroughly with clean water – remove all excessive water from surface with clean cloth.
- An approved water emulsion polish may be applied to tile walls where a highly polished finish is desirable.
N.B. – Unsafe cleaning detergents that will eat away the concrete grouting surrounding the tiles must be avoided.

11.17.3. Terrazzo

- Sweep clean of all dust – scrub with approved liquid detergent solution – wash down thoroughly with clean water – remove all excess water from surface with clean cloth.
- An approved water emulsion polish may be applied to mosaic tile walls and dados where a highly polished finish is desirable.
N.B. – Avoid unsafe cleaning detergents, acids or other corrosive liquids that may eat the concrete matrix away from the marble chips.

11.17.4. White or Coloured Rubbed Granite

- Sweep clean of all dust – scrub with approved liquid detergent solution – wash down thoroughly with clean water and remove all excess water with clean cloth.

N.B. – Avoid the use of metal brushes or wire wool.

11.17.5. Marble

- Sweep clean of all dust – scrub with warm water and a non-caustic detergent. Wash down with clean water and remove all excessive water with clean cloth.
- The surface may be polished where a brilliant finish is desirable. As required, a non-slippery liquid wax may be applied onto marble finishes.

N.B. – Avoid the use of acid which is harmful to marble.

11.17.6. Thermo-Plastic (asphalt or Vinyl) Tiles

- Sweep clean of all dust – wash with a weak solution of approved liquid detergent, wash down thoroughly with clean water and dry with clean cloth.
- Apply a thin film of water emulsion Polymer type polish which is self-polishing and dries with a bright surface in about 20 minutes.
- After repeated applications of polish, a “build-up” old polish may occur – this may be removed by the use of an approved concentrated detergent cleanser of the appropriate type of stripping agent.

11.17.7. Quarry Tiles

- Sweep clean of all dust – scrub with an approved liquid detergent solution - wash down thoroughly with clean water and dry thoroughly with clean cloth.
- If a dust free surface is required a coat of spirit solvent wax can be applied.
- Allow drying out and when thoroughly dried buffs to a brilliant finish preferably with a suitable polishing machine.

N.B. Do not use pigmented polishes without prior consent from the Manager.

11.17.8. Teak Block Floors

- Sweep clean of all dust – apply a film of spirit solvent wax (do not use water emulsion wax unless the floor has been thoroughly sealed), or, where the traffic density is high, natural paste wax.
- Allow the liquid polish time to harden. Buff daily with a suitable polishing machine.

11.17.9. Glazed Tiles

- Brush clean of all dust – scrub with an approved liquid detergent solution – wash down thoroughly with clean water and dry thoroughly with clean cloth.

N.B. – Each operator should clean, rinse and dry an area of about 1m² at one time. This allows time to rinse before the cleaning solution has had time to dry and cause streaks.

11.17.10. Linoleum

- As for Thermo-plastic Tiles.

N.B. – High quality paste wax and spirit solvent wax can be used if traffic conditions are heavy. They should be applied generously, allowed to dry thoroughly and then buffed to a brilliant finish using a suitable polishing machine.

11.17.11. Rubber Flooring

- Before waxing it is essential that the surface should be perfectly clean.
- Avoid excessive use of water as this might creep between the joints of the flooring and affect the adhesion of the rubber to the sub-floor.
- The best method of cleaning of the rubber floor is by means of a paste cleanser applied with a damp cloth.
- Thorough rinsing is essential, again a minimum amount of water should be used and the floor dried thoroughly with a clean cloth.
- Good quality bar or liquid soap can also be used but soft soaps with high alkalinity, liquids containing essential oils (e.g. turpentine and pine oil) and coarse abrasives should be avoided.
- When clean, the floor should be treated with an approved water emulsion Polymer type polish, which should be allowed to dry thoroughly before traffic is allowed to pass over it.

N.B. – Solvent based waxes should not be used on rubber floors. White spirit and other solvents such as petrol, benzene and paraffin attack rubber flooring causing it to become soft and sticky and “bleeding” of colours may occur.

11.17.12. Cork Flooring

- The floor should first be cleaned with a good quality neutral soap or detergent.
- A minimum amount of water should be used as excess water may seep between the tiles and loosen them from the floor.
- The floor should then be rinsed with clean water and thoroughly dried. Then dry steel wool (or gauze) may be used to remove stains and clean badly soiled areas.
- When dry, the floor should be sealed with either a polyurethane or oleo resinous seal. Such sealing is a specialized process and should not be attempted other than under experienced supervision.
- If the floor is not sealed, it then requires to treat the surface with several coats of high-grade polish or to fill up the pores. Over this base any polish including emulsions can be used. However, whatever polish is applied, it is to be stripped at regular intervals and followed by frequent maintenance detailed below.
- For subsequent maintenance, an occasional application of floor wax, either solvent bound or an emulsion polish will considerably extend the life of the seal and provide a better resistance to scuff marks.

11.17.13. Painted Surface (Oil)

- (i) Flat finish
 - Remove all surface dust with a soft brush, wipe down with damp cloth containing weak approved detergent solution. Wipe down with a clean damp cloth.
 - Persistent stains may be removed by the sparing use of a fine abrasive paste or powder.
- (ii) High gloss finishes
 - As above, but do not use any form of abrasive to remove stains.
 - The use of washing soda or any other highly alkaline material should also be avoided.

- For a superior finish a high quality paste wax can be applied and buffed to the required finishes.

11.17.14. Stainless Steel

- To maintain the original bright and clean appearance, accumulation of deposit from the atmosphere must be prevented.
- Frequent careful washing with soap and water or an approved detergent solution will maintain appearance indefinitely.
- Avoid the use of abrasives and steel wool. Accumulated dirt may be removed by the use of nylon web pad.

- **Bronze Finishes**

- Bright bronze must be kept free from dust during the process of toning down, so that the atmosphere may act on it evenly until the required colour is obtained. This action must then be checked and the surface preserved by building up on it (by frequent applications of wax polish) a coating of hard wax, impervious to moisture and easily polished.
- Chemically toned bronze requires the action of the atmosphere for a short time after fixing to "see" it to its permanent shade, during which it should be kept free from dust by occasionally cleaning with a little petrol. After which the surface should be protected in the same way as natural toned bronze.

N.B. – The usual kinds of metal polish, and oil such as paraffin, should on no account be used. An approved natural wax may be used. Apply with a cloth pad and allow to dry. When thoroughly dry buff to a brilliant finish.

11.17.15. Aluminium

- Thoroughly wash down with water containing non-alkaline soap or detergent and dry thoroughly with clean cloth. Accumulated dirt may be removed by the use of nylon pad. Occasional application of a wax polish may preserve an attractive appearance.

N.B. – Avoid the use of abrasive and steel wool.

11.17.16. Chrome Finishes

- Chrome finishes rarely require anything more than a rub down with a soft cloth, but to prevent pitting such finishes may be cleaned once a month with chrome cleaners.

11.17.17. Windows and blinds

- Blinds in offices to be deep cleaned twice a year;
- High windows to be cleaned four times a year;
- Window sills must be wiped clean of all dust daily;
- Window handles must be cleaned and polished with metallic polish once monthly;

- All ground and eye level windows (inside and outside) must be cleaned once monthly.

11.18. Doors

- All revolving / entrance glass doors must be cleaned daily;
- Office doors must be wiped clean of dust and dirt weekly;
- Door handles to be dusted and cleaned weekly.

11.19. Walls and surfaces

- Walls and surfaces must be wiped clean of all marks and dirt with a clean damp cloth, daily;
- High dusting of walls and corners to be done weekly;
- Low walls must be wiped off weekly;
- Washing of walls monthly using SABS approved cleaning detergents;
- Damp cleaning of doors, door frames and cupboard doors weekly.

11.20. Restrooms and ablution facilities:

- Restrooms and ablution facility floors must be cleaned daily;
- Walls and wall tiles cleaning of weekly
- Daily cleaning and disinfection of all toilets, urinals, basins and drains;
- Cleaning of restroom door handles, taps, and equipment must be done weekly;
- Mirrors must be cleaned weekly to a clear and shiny finish.

11.21. Equipment and appliances

- Cleaning and disinfection of domestic appliances with SABS approved cleaning materials daily.

11.22. Workstations

- Tables must be wiped clean twice weekly with clean damp cloth;
- Office machinery and utilities (telephones, photocopier machine, desktop, laptop etc.) must be dusted and wiped clean twice weekly

11.23. Upholstery (suites, chairs, couches etc.)

- Deep cleaning of upholstered furniture quarterly.

11.24. Cleaning scope and schedule

- Water/detergent solutions must be changed frequently and cleaning must be done with clean water solution.

- Soil must be removed from the equipment by scraping the surfaces or soft rubbing depending on surface type, and swept off prior to application of water solution.

Area	Cleaning function	Frequency
Offices, workstations, boardrooms and entertainment areas		
Office equipment, Photocopier Machines, Printers , Phones, handsets, computers/Laptops	Dust all equipment with microfiber cloth	Twice weekly
	Wipe clean with clean damp cloth	Twice weekly
Desk, tables, chairs	Dust clean with microfiber cloth	Twice weekly
	Wipe clean with clean damp cloth	Twice weekly
	Polish with furniture/wood polish	Twice weekly
Waste bins	Empty bins in morning and afternoon	Twice daily
	Wipe bins clean	
	Disinfect with liquid disinfectant	Daily Daily
Floors	<Clean according to floor type>	Daily
Kitchen		
Appliances and kitchen equipment	Wash with liquid soap solution and wipe clean	Twice weekly
	Wipe clean	Daily
Kitchen sink	Wash with liquid soap solution and wipe clean	Daily
	Disinfect with liquid disinfectant	Daily
Floors	<Clean according to floor type>	Daily
Light fitting and switches	Wipe clean with damp cloth	Twice weekly
Furniture	Wipe clean with damp cloth	Twice weekly
	Polish	Twice weekly
Cupboards and counters	Wipe clean with damp cloth	Twice weekly
The cleaning of will take place at specific intervals during the day	Polish with furniture/wood polish	Weekly
Tea cups and utensils	Wash with warm water and liquid dishwasher	Twice daily

	Rinse and dry	
Rest rooms and ablution facilities		
Ablutions must be cleaned fully once a day (in the morning) and spot cleaned in the afternoon. In a reception area or in high traffic areas ablutions must be fully cleaned twice daily.		
Toilet bowls	Wash the inside with soapy solution and toilet brush Wipe clean with clean damp cloth Sanitize	Twice daily
Urinals	Wash the inside with soapy solution and brush Wipe clean with clean damp cloth Sanitize	Twice daily
Hand basins	Wash with soapy solution and cloth Wipe clean with clean damp cloth Sanitize	Twice daily
Taps	Wash with soapy solution and cloth Wipe clean with clean damp cloth Sanitize	
Mirrors	Wipe clean with damp cloth and window cleaner dry with dry cloth Shine with cloth and window cleaner	Daily
Floors	<Clean according to floor type>	Daily
Walls and wall tiles	Wipe with damp cloth Disinfect Spot clean	Daily When required
Doors, door frames and handles	Spot clean Wipe with damp cloth and polish	When required Weekly
Vanity tops	Clean with cloth and soapy solution Sanitise	Daily
Toilet equipment (paper dispensers, SHE Bins, waste bins, etc.)	Clean and wipe with damp cloth and disinfectant solution Disinfect	Weekly Weekly
Common rooms and areas (reception areas, entrance hall)		
Furniture	Dust Polish with furniture/wood polish Steam clean	Daily Weekly

		Quarterly
Upholstery	Dust	Daily
	Steam cleaning	Quarterly
Stairwells and landings		
Handrails and fittings	Wipe clean with damp cloth sanitize	Weekly
Floors	Sweep clean of soil and dust	Twice weekly
	Mop according to floor type	
Walkways and corridors		
Skirting tiles and boards	Wipe with semi dry cloth	Weekly
Corridors and walkways		
Floor area and skirting	Sweep and dust	Daily
	Damp mop and buff	Weekly
Walls	Spot clean	Daily
Lifts		
Floors	Remove refuse and litter	Daily
	Damp clean	Weekly
Doors	Wipe clean with disinfectant solution	Weekly
External area		
Parking area	Remove refuse and litter	Daily
Main entrance	Damp mop	Weekly
	Polish	Weekly

Common facilities and amenities that require cleaning function:

Facility/amenity	Cleaning function	Frequency
Waste bins		
All waste bins	Empty	Twice daily
	Wipe clean	Daily
	Disinfect	
Blinds		
Blinds	Dust clean	Weekly
	Damp wipe	Weekly
	Vacuum	Twice yearly
Curtains		
Curtain	Dust and fluff dust off	Weekly
Curtain rail	Dust clean	Monthly

	Wipe with damp cloth	
Windows		
Interior windows	Wipe clean with damp cloth and window cleaner	Weekly
	Dry and shine	
	Wash thoroughly	Quarterly
Exterior windows	Wash thoroughly	Quarterly
Window sills	Dust clean	Weekly
	Wipe with damp cloth	
	Polish	
Window burglar proofing	Dust clean	Weekly
	Wipe with damp cloth	Weekly
Doors		
Burglar gates	Dust clean	Weekly
	Wipe with damp cloth	Weekly
Door handles	Wipe with damp cloth	Weekly
	Polish	Weekly
Glass doors	Wipe clean with damp cloth and window cleaner	Weekly
	Dry and shine	
Carpets		
Fitted carpets	Vacuum/dry cleaning	Weekly
	Spot clean	When required
	Steam clean	Quarterly
Loose mats	Vacuum	Weekly
	Spot clean	When required
	Steam clean	Quarterly
High and low surfaces		
Necessary safety precautions must be exercised when cleaning high lying areas		
High ledges/shelves	Dust clean	Once monthly
	Clean with semi dry cloth where required	
Low ledges, skirting boards	Dust clean	Weekly
	Clean with semi dry cloth where required	Weekly

Walls		
All walls	Wash	Quarterly
	Spot clean	When required
	Clean with damp cloth	Weekly
Pot plant holder		
Pot plant holders	Spot clean	Weekly

11.25. Carpet shampooing/Dry cleansing to be done quarterly

- (i) Rotary brush method** – Dry vacuum the area first, then shampoo carpeting carefully with a good quality appropriately diluted liquid shampoo & to comply with the manufacturer’s instructions for operating the rotary machine. Use wet vacuum immediately to remove excessive water and slurry. After shampooing brush the carpet pile in the direction with a carpet pile brush and warn users not to walk on the carpet until it is completely dry. As a final operation, dry vacuum on the following day to remove any loose fluff and lint loosened by the refinishing process.
- (ii) Dry foam method** – Use a pile-lifting machine to run over the area first. A fully automatic dry-foam machine which converts the liquid shampoo & into a foaming fluffy solution will be operated (i) lay the fluffy solution, (ii) scrub with brushes in one pass and in one direction and immediately suck up the slurry.
- (iii) Steam extraction method** – Use a fully automatic steam machine to jet heated solution of appropriately mixed water and shampoo into the carpet under pressure in one pass and in one direction and remove all loosened dirt instantly by simultaneous vacuum action.

N.B. – Before cleaning carpets with any of the above methods, it is essential to clear the room of all light furniture and scrub a small area to check for colourfastness and backing wetness. Only skilled operators are allowed to carry out such carpet shampooing and great care must be taken to prevent shrinkage and over-wetting. A second pass may be necessary in heavily soiled areas.

11.26. Strip and seal

11.26.1. Strip and seal should be done twice a year for vinyl and stone/ceramic floors.

11.27. Insurance

11.27.1. The service provider will be required to have insurance to protect himself and Transnet against liability claims. Proof of such insurance must be submitted within 7 days of having been appointed.

11.27.2. Insurance of workmen in terms of provisions of the Compensation for Occupational Injuries and Disease Act No.130 of 1993.

12. SCOPE OF WORK FOR GARDENING, GRASS CUTTING & WEED CONTROL

BUILDING : Christian, Bloemhof, Sannieshof, Schweizer-Reneke & Vryburg

12.1 GENERAL SPECIFICATION:

Number of gardener required:

- Christiana – 1 gardener
- Bloemhof - 1 Gardener
- Sannieshof – Gardener
- Schweizer Reneke – 1 Gardener
- Vryburg – 1 Gardener

AREAS TO BE CLEANED AND DUTIES

12.1.1. All gardens and grass and areas within 20m of the building or where applicable

12.2. GARDEN SERVICE

❖ Cutting of lawn areas to fair finish and trimming of edges weekly	Weekly
❖ Cultivating, digging and pruning of flowerbeds weekly	Weekly
❖ Removal of all dead flowers and pruning of trees as required by the Project Manager from time to time	As required
❖ Provide seasonal flowers	Seasonally
❖ Trim branches and shrubs	Weekly
❖ Clear of weeds on site's where there is no grass	Daily
❖ Trim branches, shrubs and cut grass by the fence at Jet Park road side	Daily
❖ Remove all grass, branches and rubble from site	Daily
❖ Every porch entrance must be swept, as well as the paving and tarred road in front of the buildings	Daily
❖ No grass to be left on premises	Daily
❖ Sweep and remove soil and/or leaves on entrances and exterior areas	As required
❖ Tree felling & trimming at the depot to be conducted safely by using a trained team and Safety precautions to be followed e.g. height management, machinery and etc.	Daily
(Supplier to supply their own equipment to perform this job)	As and when necessary
❖ Personnel must be able to operate the borehole system i.e. monitor and report to the Facilities Manager if it broken	Weekly

12.3. SUPERVISION

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

12.4. EQUIPMENT/MATERIALS/CONSUMABLES

To be provided by Contractor and delivered timorously

- ❖ All gardening chemicals and equipment e.g. spades/shovels, rakes, brooms etc.
- ❖ Necessary sign boards e.g. Caution tree felling, etc.
- ❖ Contractor to conform with all Safety Requirements including Safety, Health, Environment (SHE) Induction for Contractors as specified by Transnet Freight Rail (copy enclosed)

All gardening chemicals and Machinery to be supplied by cleaning company and clearly marked by the contractor

Consumables e.g. cleaning chemicals must be of the acceptable standard meaning **SABS** Approved or Equivalent

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

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

12.5. STAFF REQUIREMENTS/WORKING HOURS

- a) The Garden services & Yard cleaning shall be conducted from 07:30 to 16H00 Monday - Friday **(times can be altered due to emergency requirements)** including Public Holidays. This should be done within the legal framework of housekeeping: Act 85 and Act 16
- b) Please refer to Annexure "A" column "6" titled frequency in days per week.
(1 = to be cleaned Monday to Friday excl. weekends)

12.6. UNIFORM CLOTHING

- a) The Contractor shall at all times ensure that **all** cleaning staff has been provided with all necessary protective clothing, e.g. Gloves, Shoes, masks, etc.
- All Cleaning staff to be identifiable with (Visible) identification at all times

12.7. SITE BOOKS

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

12.8. TERMS OF CONTRACT

24 months contract (2 years)

12.9. PAYMENT

12.9.1. ACCREDITED BEE SUPPLIERS

The following payment terms shall apply

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

12.10. OTHER TRADE SUPPLIERS

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

12.11. COMPLIANCE TO REGULATORY REQUIREMENTS AND REGISTRATION

All bidders to ensure that they comply with:

- BCEA – Basic Conditions of Employment Act
- Registered with NCCA (National Contract Cleaning Association). Please note that a valid Registration Certificate is required as proof of Registration.

12.12. BREACH OF CONTRACT

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

13. SCOPE OF WORK FOR HYGIENE, PEST CONTROL AND DEEP CLEANING SERVICES

13.1. GENERAL HYGIENE SPECIFICATION:

- 13.1.1. Service to be provided on weekly basis or as required.
- 13.1.2. Provision of all hygiene equipment as per specification (stainless steel enclosures for equipment/dispensers)
- 13.1.3. Service should include the provision of all consumables and inspection of equipment.
- 13.1.4. Service Checklist to be completed at every service/visit.
- 13.1.5. Damaged equipment to be replaced at no additional cost to client.
- 13.1.6. All consumables and equipment to be SABS approved.

13.2. AREAS TO BE SUPPLIED WITH EQUIPMENT SERVICED

- (A) Ablution Facilities at all floors
- (B) Showers Facilities.
- (C) PWD Facilities
- (D) Ablution facilities (Hand Paper towels) as & when required.

Product Description	Number of services per 2 year period
Paper towels dispensers (toilets & where is required)	104
Sanitary Bins (incl. paraplegic toilets)	104
Refill Hand Soap dispenser (hand foam)	104
San Dispenser /Hygienic wipes for toilet seats.	104
Deep Clean all Ablution facilities areas (Monthly)	24
Eve small Sachet Holder (incl. paraplegic toilet)	104
Air Fresheners	104
Sanitizer Units to Toilets and Urinals	104

13. PEST CONTROL

- 13.1.** Carry out inspections and treatments; bring under control of any infestation of cockroaches, flies, rodents, etc.
- 13.2.** Submit a program on when such service will be delivered on commencement of contract for the duration of contract

13.3. Pest Control at all areas:

- (A) Main Entrance / Security / Ablution / Reception Area and surrounding depot area
- (B) Stairs and Landings (service and main stairs)

- (C) Offices and passages (including boardrooms, store rooms, etc.)
- (D) Toilets: Ladies / Gents
- (E) Kitchens
- (F) Entertainment areas / bars
- (G) Parking area
- (H) Surrounding area (at main entrance) and garden area
- (I) Lobby's on floors outside windows
- (J) Store rooms
- (K) Diesel Pump House and Surrounding Area
- (L) Decanting and surrounding Area
- (M) Refuelling and surrounding Area

13.4. WORKING HOURS

- 13.4.1. Services to be done between Monday to Friday 07:00 to 16:00 (times can be altered due to emergency requirements)

13.5. UNIFORM CLOTHING

- 13.5.1. The Contractor shall at all times ensure that all staff has been provided with all necessary protective clothing, e.g. gloves, shoes, masks, etc.
- 13.5.2. All staff to be identifiable with (visible) identification at all times

13.6. TERMS OF CONTRACT

Contract period 01 July 2021 - 30 June 2023

13.7. PAYMENT

13.7.1. ACCREDITED BEE SUPPLIERS

The following payment terms shall apply

- All suppliers shall be paid within 30 days from date/receipt of invoice by accounting office, following acceptance of services by Transnet Freight Rail, provided normal procurement procedures have been followed. All suppliers must submit their BBBEE Certificate.
- A month will be calculated from the 1st of the month to the 30/31st of the month.
- In the event of full staff compliment not available, payment for that specific day will be withheld / debited.
- Signed register of worked performed to be submitted with the invoice.
- Noted that the invoice should indicate all buildings (per depot) by using the asset number of the serviced building.
- Register to be signed by Supervisor of the specific area.

- Invoice to be signed by the relevant Manager to indicate that the work was performed to satisfaction before submitting for payment.

13.8. OTHER TRADE SUPPLIERS

13.8.1. All suppliers are paid within 30 days from month end statement.

13.8.2. Early settlements are discouraged unless very special circumstances prevail.

13.8.3. Early settlements will only be approved by the Chief Procurement Officer, or his delegate, based on the settlement discount being more advantageous than the financing cost incurred by Transnet Freight Rail.

13.9. BREACH OF CONTRACT

13.9.1. Transnet Freight Rail will be allowed to terminate the contract by giving 30 days' notice should the cleaning service not be according to specification and to the client's full satisfaction. This will include non-conformance to all Health and Safety Standards as required by Transnet Freight Rail.

14. 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.

15. Security clearance

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

16. National Treasury's Central Supplier Database

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

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

17. 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.

18. Protection of Personal Data

In responding to this bid, Transnet acknowledges that it may obtain and have access to personal data of the Respondents. Transnet agrees that it shall only process the information disclosed by Respondents in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, Transnet requires Respondents to process any personal information disclosed by Transnet in the bidding process in the same manner. The detailed mutual duties of Transnet and the Respondents to protect personal information is contained in paragraph 35 of the General Bid Conditions.

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

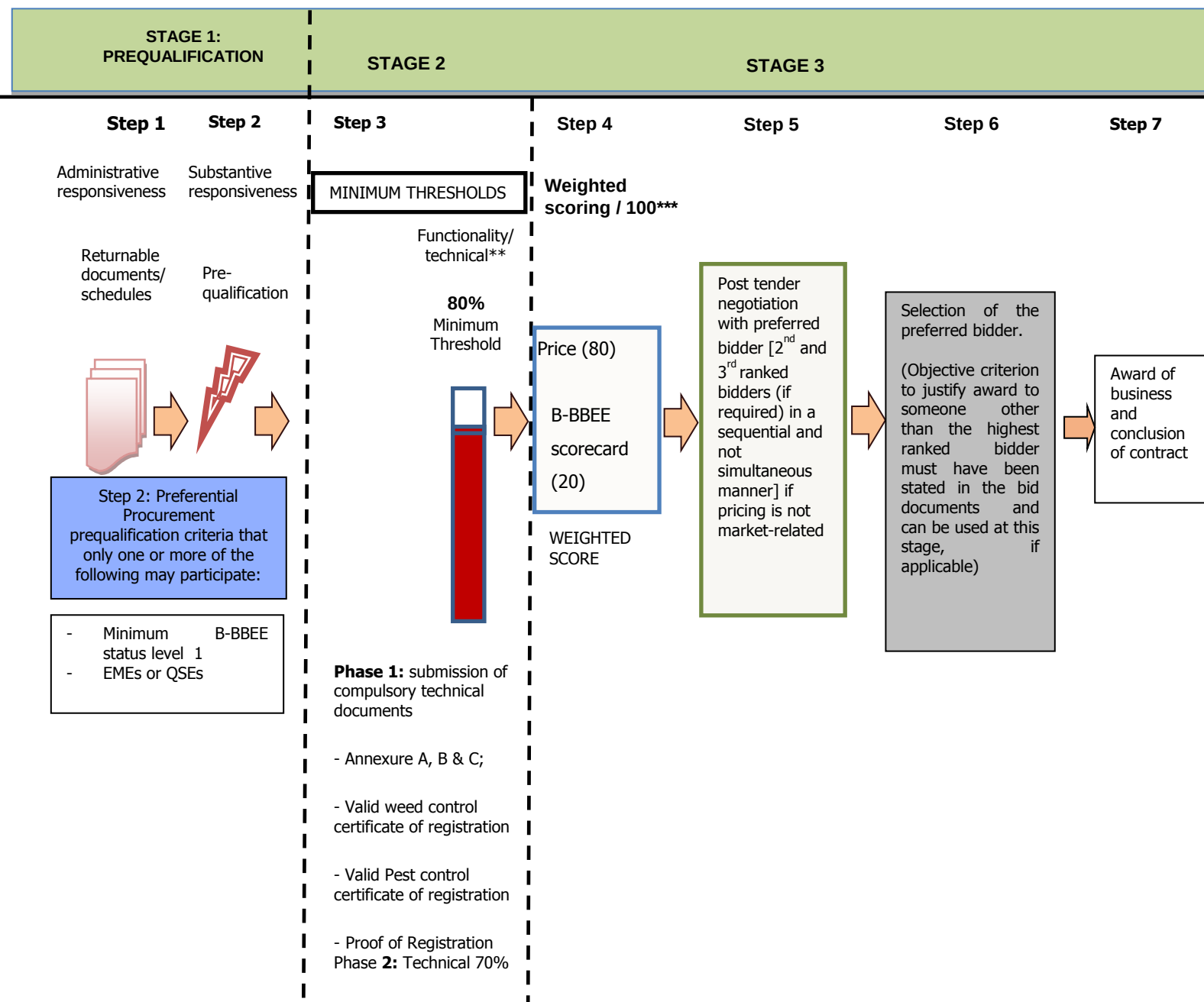
TIP-OFFS ANONYMOUS: 0800 003 05

SECTION 3

EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

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

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

6.2 STEP TWO: Test for Substantive Responsiveness to RFQ

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

Check for substantive responsiveness	RFQ Reference
Whether any set prequalification criteria for preferential procurement have been met: Minimum B-BBEE Level 1 that are EME or QSE (provide a valid Sworn Affidavit or valid B-BBEE Certificate)	<i>All sections including: Section 2 paragraphs 2.2, 3</i>
Whether the Bid contains a priced offer (Fully completed Quotation Form with price 100%)	<i>Section 4 - Quotation Form</i>
SBD1 Form – fully completed	

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

5.4. STEP THREE: Technical Evaluation

5.4.1. Phase 1- Submission of compulsory technical documents

Compulsory Technical Documents	RFP Reference
- Annexure A: 100% Compliance to Specification (Clause by Clause Declaration) - ANNEXURE B: 100% Completion of the SHE Management Questionnaire and supporting documents - Annexure C: 100% Compliance to Specification (Clause by Clause Declaration)- Category 1: Cleaning and Gardening, grass cutting and weed control services for Christian, Bloemhof, Sannieshof, Schweizer-Reneke & Vryburg Premises. - Valid Pest control certificate of registration from the Department of Agriculture, Forestry and Fisheries for all supervisors. (applicable for gardening services) - Valid Pest control certificate of registration from the Department of Agriculture, Forestry and Fisheries for all supervisors (applicable for pest control services) - Proof of Registration - disposal certificates to be provided to transport hazardous waste (applicable for pest hygiene services)	<i>Scope of work</i>

Note: Bidders must comply with the requirement for phase 1 to proceed to Phase 2

Note: Bidders must comply with the requirement for phase 1 to proceed to Phase 2

5.4.2. Phase 2: Minimum Threshold 70% for Technical Criteria

TECHNICAL: THRESHOLD 80%	Weightings	Scoring Matrix	Effective Weights
Reference letter/s including the following information: Contract period (start and end date), service provided, contact person and contact number, information must be provided on the client's letter head with their client's company stamp, for Cleaning services and Garden services NB: The bidder's experience score will be based on the overall accumulative experience on the submitted reference letters.	25%	0 = 0% 1 = 5% 2 = 10% 3 = 15%	0 = No reference letters submitted 1 = The tenderer has >0 - ≤ 3 months experience for contracts which reflect in all the areas listed, within a similar environment. Cleaning Services; 2 = The tenderer has >4 – ≤6 months experience for contracts which reflect in all the areas listed, within a similar environment. Cleaning Services; 3 = The tenderer has >7 – ≤ 12 months experience for contracts which reflect in all the areas listed, within a similar

TECHNICAL: THRESHOLD 80%	Weightings	Scoring Matrix	Effective Weights
		4 = 20% 5 = 25%	environment. Cleaning Services; 4 = The tenderer has >13 – ≤18 months experience for contracts which reflect in all the areas listed, within a similar environment. Cleaning Services ; 5= The tenderer has >19- ≤24 months experience for contracts which reflect in all the areas listed, within a similar environment. Cleaning Services.
The service provider must demonstrate if they have the necessary capacity to provide the required service. The Service Implementation Plan for cleaning services should include: - 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. - 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 - 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	25%	0 = 0% 1 = 12.5% 2 = 25%	0= No Service Implementation Plan Provided 1= Service Implementation Plan provided with less than 3 requirements fully address with the listed areas 2= Service Implementation Plan provided with all 3 requirement fully addressed with the listed areas

TECHNICAL: THRESHOLD 80%	Weightings	Scoring Matrix	Effective Weights
management.			
TECHNICAL EVALUATION CRITERIA FOR GARDENING	WEIGHTINGS	EFFECTIVE WEIGHTS	SCORING MATRIX
Reference letter/s or contracts including the following information: Contract period (start and end date), service provided, contact person and contact number, information must be provided on the client's letter head with their client's company stamp. NB: The bidder's experience score will be based on the overall accumulative experience on the submitted reference letters or contracts.	25%	0 = 0% 1 = 6.25% 2 = 12.5% 3 = 18.75% 4 = 25%	0 = No reference letters submitted 1 = The tenderer has >0 - ≤ 3 months experience for contracts which reflect in all the areas listed, within a similar environment. Garden Services ; 2 = The tenderer has >4 - <6 months experience for contracts which reflect in all the areas listed, within a similar environment. Garden Services; 3 = The tenderer has >7 - < 12 months experience for contracts which reflect in all the areas listed, within a similar environment. Garden Services; 4 = The tenderer has >13 - ≤18 months experience for contracts which reflect in all the areas listed, within a similar environment. Garden Services;
The service provider must demonstrate if they have the necessary capacity to provide the required service. The Service Implementation Plan for gardening should include: - 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. - Employment and labour relations includes but not limited to, employment process and management of employment, remuneration and wage	25%	0 = 0% 1 = 12.5% 2 = 25%	0 = No Service Implementation Plan Provided 1 = Service Implementation Plan provided with less than 3 requirements fully address with the listed areas 2 = Service Implementation Plan provided with all 3 requirement fully addressed with the listed areas

TECHNICAL: THRESHOLD 80%	Weightings	Scoring Matrix	Effective Weights
management, management of absenteeism, misconduct, insubordination and disciplinary process, labour disputes, employee retainment/retention plan, resignations and constructive dismissal, record keeping 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.			
Total Weighting:	100%		
Minimum Threshold	70%		

The test for the Technical Evaluation for **Hygiene, Deep cleaning Services and Pest control** threshold will include the following:

TECHNICAL EVALUATION CRITERIA	WEIGHTINGS	EFFECTIVE WEIGHTS	SCORING MATRIX
Bidder's Experience Bidders should indicate the experience of previous work done by references in Hygiene, Deep cleaning Services and Pest control Bidders should indicate each contactable reference and the durations of each contract concerned.	60%	0 = 0% 1= 15% 2 = 30% 3= 45% 4= 60%	0= Not Submitted, MSDS Not Submitted; 1= One (1) References 2= Two (2) References 3= Three (3) References 4=Four (4) or more References
Material Safety Data sheet The Bidder must provide the copies of Material Safety Data Sheet (MSDS) of the products to be used or supplied; i.e. Hand soap, air freshener and sanitising fluids (for toilets, urinals and toilet seats)	30%	0 = 0% 1= 10% 2 = 20% 3= 30%	0= MSDS Not Submitted; 1= One (1) MSDS of the above mentioned 2= Two (2) MSDS of the above mentioned 3= Three (3) MSDS of the above mentioned
Work Plan. - Schedule for Pest Control - Schedule for Deep Cleaning - Hygiene schedule	10%	0 = 0% 1= 10%	0= Not Submitted; 1= All three (3) requirements submitted above
Total Weighting:	100%		

TECHNICAL EVALUATION CRITERIA	WEIGHTINGS	EFFECTIVE WEIGHTS	SCORING MATRIX
Minimum Threshold	70%		

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

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

6.3 STEP FOUR: Evaluation and Final Weighted Scoring

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

Evaluation Criteria	RFQ Reference
• Commercial offer	Section 4

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

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

Where:

Ps = Score for the Bid under consideration
 Pt = Price of Bid under consideration
 $Pmin$ = Price of lowest acceptable Bid

b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 20 points]

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

6.4 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).

6.5 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:

- Geographical location (Bidder to provide with a letter from the local municipality or local authority in the North West region (s) or other municipalities nearby or outside the North West region (s).)

6.6 STEP SEVEN: Award of business and conclusion of contract

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

19. Validity Period

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

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

20. Disclosure of Prices Quoted

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 01 of 2015/2016.

21. 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 RFQ <u>will</u> result in a Respondent's disqualification.</i>
Returnable Documents Used for Scoring	<i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</i>
Essential Returnable Documents	<i>Failure to provide essential Returnable Documents <u>will</u> result</i>

	<i>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>
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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 or No]
SECTION 1: SBD1 Form	
SECTION 4 : Quotation Form	

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]
Phase 1 – Technical pre-qualification	
Annexure A: 100% Compliance to Specification (Clause by Clause Declaration)	
ANNEXURE B: 100% Completion of the SHE Management Questionnaire and supporting documents	
Annexure C: Salary schedule-indicating labour regulated rates per cleaner and gardener	
Valid Weed control certificate of registration from the Department of Agriculture, Forestry and Fisheries for all supervisors	
Valid Pest control certificate of registration from the Department of Agriculture, Forestry and Fisheries for all supervisors	
Proof of Registration - disposal certificates to be provided to transport hazardous waste	
<i>Bidder/s failure to comply with requirement above will result in bid being overlooked</i>	
Bidder to provide with a letter from the local municipality or local authority in the North West region (s) or other municipalities nearby or outside the North west region (s).	
Phase 2 – Technical minimum threshold	
Respondents must submit authenticated references letters or copies of awarded contracts indicating the experience of previous work done for gardening and/or office cleaning	
Respondents to provide Service Implementation plan	
Bidders experience in Hygiene, Deep cleaning Services and Pest control	

Material Safety Data sheet	
Work Plan.	

c) Essential Returnable Documents:

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
SECTION 5: Certificate of Acquaintance with RFQ Documents	
SECTION 6: RFQ Declaration and Breach of Law Form	
SECTION 7: B-BBEE Preference Claim Form	
SECTION 8: SBD 9 - Certificate Of Independent Bid Determination	
Supplier Declaration Form	
CSD registration form	
Tax clearance certificate or tax pin	

22. CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

SECTION 4
QUOTATION FORM

I/We _____

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

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

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

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

Respondent's Signature

Date & Company Stamp

Price Schedule

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

PRICE SCHEDULE:

SELECTION OF AREAS FOR CLEANING AND GARDENING SERVICES

Transnet reserves the right to split the award of business between one or more Service Provider(s) for the provision of cleaning, gardening, grass cutting, weed control, pest control, hygiene and deep cleaning services in Christian, Bloemhof, Sannieshof, and Schweizer-Reneke & Vryburg Premises.

Respondents are required to select and confirm the specific categories (Site/depot) that they intend submitting a proposal for. Respondents are permitted to select more than one area and type of service.

SERVICE REQUIREMENTS FOR THE FOLLOWING CATERGORIES:

Description	Selection (·)
Category 1: Cleaning and Gardening, grass cutting and weed control services for Christian, Bloemhof, Sannieshof, Schweizer-Reneke & Vryburg Premises	
Category 2: Hygiene , pest control and deep cleaning services for Christian, Bloemhof, Sannieshof, Schweizer-Reneke & Vryburg Premises Premises	

Respondent's Signature

Date & Company Stamp

CRAC-JHB-35857- FOR THE PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING, WEED CONTROL, PEST CONTROL, DEEP CLEANING AND HYGIENE SERVICES AT CHRISTIANA, BLOEMHOF, SANNIESHOF, SCHWEIZER-RENEKE AND VRYBURG FOR A PERIOD OF TWENTY FOUR (24) MONTHS 45

Respondents are required to complete the table below:

tick box

CATEGORY 1: CLEANING AND GARDENING, GRASS CUTTING AND WEED CONTROL SERVICES FOR CHRISTIAN, BLOEMHOF, SANNIESHOF, SCHWEIZER-RENEKE & VRYBURG PREMISES

STATION: CHRISTIANA
DEPOT: INFRASTRUCTURE

Asset no.	Description	Square metres	Gardening (Size)Square Metres	Rate for Normal Hours (07:30 - 16:00) Monday - Friday cleaning services	Rate for Overtime (07:30 - 19:00) including Weekend and holiday cleaning	Price per Square metres (Gardening)	Price for cleaning services year 1	Price for cleaning services year 2	Price for gardening services year 1	Price for gardening services year 1	Total Price for cleaning services for 2 years	Total Price for gardening services for 2 years
02AD132K	WORKSHOP	±233m²	±717m²									
02AD131K	MESS & ABLUTION	±45m²										
02AD133K	WAREHOUSE	±189m²										
02AD130K	MESS & ABLUTION	±64m²										
02PD045K	STORE	±23m²										
03FD075K	STORE	±120m²										
03FD076K	STORE	±15m²										
03LD008K	CARPORT	±28m²										
Total price for 2 years Excl VAT												

Respondent's Signature

Date & Company Stamp

CRAC-JHB-35857- FOR THE PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING, WEED CONTROL, PEST CONTROL, DEEP CLEANING AND HYGIENE SERVICES AT CHRISTIANA, BLOEMHOF, SANNIESHOF, SCHWEIZER-RENEKE AND VRYBURG FOR A PERIOD OF TWENTY FOUR (24) MONTHS 46

Asset no.	Description	Square metres	Gardening (Size)Square Metres	Rate for Normal Hours (07:30 - 16:00) Monday - Friday cleaning services	Rate for Overtime (07:30 - 19:00) including Weekend and holiday cleaning	Price per Square metres (Gardening)	Price for cleaning services year 1	Price for cleaning services year 2	Price for gardening services year 1	Price for gardening services year 1	Total Price for cleaning services for 2 years	Total Price for gardening services for 2 years
15% VAT												
Total price for 2 years incl VAT												

Respondent's Signature

Date & Company Stamp

CRAC-JHB-35857- FOR THE PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING, WEED CONTROL, PEST CONTROL, DEEP CLEANING AND HYGIENE SERVICES AT CHRISTIANA, BLOEMHOF, SANNIESHOF, SCHWEIZER-RENEKE AND VRYBURG FOR A PERIOD OF TWENTY FOUR (24) MONTHS 47

STATION: CHRISTIANA

DEPOT: INFRASTRUCTURE TELECOMMS

Asset no.	Description	Square metres	Gardening (Size)Square Metres	Rate for Normal Hours (07:30 - 16:00) Monday - Friday cleaning services	Rate for Overtime (07:30 - 19:00) including Weekend and holiday cleaning	Price per Square metres (Gardening)	Price for cleaning services year 1	Price for cleaning services year 2	Price for gardening services year 1	Price for gardening services year 1	Total Price for cleaning services for 2 years	Total Price for gardening services for 2 years
02ZD062K	Offices	±75m²	±120m²									
03LD030K	Offices	±35m²										
Total price for 2 years Excl VAT												
15% VAT												
Total price for 2 years incl VAT												

Respondent's Signature

Date & Company Stamp

CRAC-JHB-35857- FOR THE PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING, WEED CONTROL, PEST CONTROL, DEEP CLEANING AND HYGIENE SERVICES AT CHRISTIANA, BLOEMHOF, SANNIESHOF, SCHWEIZER-RENEKE AND VRYBURG FOR A PERIOD OF TWENTY FOUR (24) MONTHS 48

STATION: BLOEMHOF

DEPOT: INFRASTRUCTURE TELECOMMS

Asset no.	Description	Square metres	Gardening (Size)Square Metres	Rate for Normal Hours (07:30 - 16:00) Monday - Friday cleaning services	Rate for Overtime (07:30 - 19:00) including Weekend and holiday cleaning	Price per Square metres (Gardening)	Price for cleaning services year 1	Price for cleaning services year 2	Price for gardening services year 1	Price for gardening services year 1	Total Price for cleaning services for 2 years	Total Price for gardening services for 2 years
02ZD062K	Offices	±75m²	±110m²									
02YD047K	Offices	±32m²										
Total price for 2 years Excl VAT												
15% VAT												
Total price for 2 years incl VAT												

Respondent's Signature

Date & Company Stamp

STATION: BLOEMHOF

DEPOT: INFRASTRUCTURE

Asset no.	Description	Square metres	Gardening (Size)Square Metres	Rate for Normal Hours (07:30 - 16:00) Monday - Friday cleaning services	Rate for Overtime (07:30 - 19:00) including Weekend and holiday cleaning	Price per Square metres (Gardening)	Price for cleaning services year 1	Price for cleaning services year 2	Price for gardening services year 1	Price for gardening services year 1	Total Price for cleaning services for 2 years	Total Price for gardening services for 2 years
02AD095K	MESS & ABLUTION	±88m²	±980m²									
02AD096K	GOODS OFFICE	±99m²										
02AD098K	GOODS SHED	±398m²										
02AD102K	WORKSHOP & SHELTER	±265m²										
02YD032K	FUEL STORE	±30m²										
03LD025K	SHELTER	±88m²										
Total price for 2 years Excl VAT												
15% VAT												
Total price for 2 years incl VAT												

Respondent's Signature

Date & Company Stamp

STATION: SANNIESHOF

DEPOT: INFRASTRUCTURE

Asset no.	Description	Square metres	Gardening (Size)Square Metres	Rate for Normal Hours (07:30 - 16:00) Monday - Friday cleaning services	Rate for Overtime (07:30 - 19:00) including Weekend and holiday cleaning	Price per Square metres (Gardening)	Price for cleaning services year 1	Price for cleaning services year 2	Price for gardening services year 1	Price for gardening services year 1	Total Price for cleaning services for 2 years	Total Price for gardening services for 2 years
02AD231K	Office	±79m²	121m²									
02AD233K	Gas Store	±11m²										
02ND021K	Store	±31m²										
Total price for 2 years Excl VAT												
15% VAT												
Total price for 2 years incl VAT												

Respondent's Signature

Date & Company Stamp

STATION: SCHWEIZER REINEKE

DEPOT: INFRASTRUCTURE

Asset no.	Description	Square metres	Gardening (Size)Square Metres	Rate for Normal Hours (07:30 - 16:00) Monday - Friday cleaning services	Rate for Overtime (07:30 - 19:00) including Weekend and holiday cleaning	Price per Square metres (Garden ing)	Price for cleaning services year 1	Price for cleaning services year 2	Price for gardening services year 1	Price for gardening services year 1	Total Price for cleaning services for 2 years	Total Price for gardening services for 2 years
02AE014K	OFFICE	±43m²	43m²									
Total price for 2 years Excl VAT												
15% VAT												
Total price for 2 years incl VAT												

Respondent's Signature

Date & Company Stamp

STATION: VRYBURG

DEPOT: INFRASTRUCTURE

Asset no.	Description	Square metres	Gardening (Size)Squa re Metres	Rate for Normal Hours (07:30 - 16:00) Monday - Friday cleaning services	Rate for Overtime (07:30 - 19:00) including Weekend and holiday cleaning	Price per Square metres (Garden ing)	Price for cleaning services year 1	Price for cleaning services year 2	Price for gardening services year 1	Price for gardening services year 1	Total Price for cleaning services for 2 years	Total Price for gardening services for 2 years
02AE097K	GARAGE	±151m²	737m²									
02AE098K	WORKSHOP	±519m²										
02AE099K	RESTROOM	±34m²										
02PE150K	STORE	±33m²										
Total price for 2 years Excl VAT												
15% VAT												
Total price for 2 years incl VAT												

Respondent's Signature

Date & Company Stamp

STATION: VRYBURG

DEPOT: INFRASTRUCTURE TELECOMMS

Asset no.	Description	Square metres	Gardening (Size)Square Metres	Rate for Normal Hours (07:30 - 16:00) Monday - Friday cleaning services	Rate for Overtime (07:30 - 19:00) including Weekend and holiday cleaning	Price per Square metres (Gardening)	Price for cleaning services year 1	Price for cleaning services year 2	Price for gardening services year 1	Price for gardening services year 1	Total Price for cleaning services for 2 years	Total Price for gardening services for 2 years
02ME007K	Hall	±27m²	130m²									
02YE019K	Garage	±42m²										
02YE020K	Test room	±61m²										
Total price for 2 years Excl VAT												
15% VAT												
Total price for 2 years incl VAT												

Respondent's Signature

Date & Company Stamp

tick box

**CATEGORY 2: HYGIENE, PEST CONTROL AND DEEP CLEANING SERVICES FOR
CHRISTIAN, BLOEMHOF, SANNIESHOF, SCHWEIZER-RENEKE & VRYBURG PREMISES**

☐

Depot: Depot: Vryburg - Hygiene Services

Location / description of building	Asset number of building (Ablution (Women & men)	Toilet	Urinals	Basins	Kitchen	Remarks and/or Special Instructions	Frequency	Price per asset per month	Price for year 1	Price for year 2	Total price for 2 years
Vryburg - Ablution (Women)	02AE099	1	0	1	1						
Vryburg - Office/Ablution (Men)	02AE098	2	2	1	1						
Vryburg - Test room	02YE020K	1	0	1	0						
Sanitary Bins (incl. paraplegic toilets)							weekly basis or as required				
Refill Hand Soap dispenser (hand foam)							weekly basis or as required				
San Dispenser /Hygienic wipes for toilet seats.							weekly basis or as required				
Deep Clean all Ablution facilities areas (Monthly)							weekly basis or as required				
Eve small Sachet Holder (incl. paraplegic toilet)							weekly basis or as required				
Air Fresheners							weekly basis or as				

Respondent's Signature

Date & Company Stamp

CRAC-JHB-35857- FOR THE PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING, WEED CONTROL, PEST CONTROL, DEEP CLEANING AND HYGIENE SERVICES AT CHRISTIANA, BLOEMHOF, SANNIESHOF, SCHWEIZER-RENEKE AND VRYBURG FOR A PERIOD OF TWENTY FOUR (24) MONTHS 55

							required				
Sanitizer Units to Toilets and Urinals							weekly basis or as required				
Total price for 2 years Excl VAT 15% VAT Total price for 2 years incl VAT											

Respondent’s Signature

Date & Company Stamp

Depot: Schweizer-Reneke - Hygiene Services

Location / description of building	Asset number of building (Ablution (Women & men)	Toilet	Urinals	Basins	Kitchen	Remarks and/or Special Instructions	Frequency	Price per asset per month	Price for year 1	Price for year 2	Total price for 2 years
Schweizer-Reneke - Office/Ablution	02AE014	1	1	2	0						
Sanitary Bins (incl. paraplegic toilets)							weekly basis or as required				
Refill Hand Soap dispenser (hand foam)							weekly basis or as required				
San Dispenser /Hygienic wipes for toilet seats.							weekly basis or as required				
Deep Clean all Ablution facilities areas (Monthly)							weekly basis or as required				
Eve small Sachet Holder (incl. paraplegic toilet)							weekly basis or as required				
Air Fresheners							weekly basis or as required				
Sanitizer Units to Toilets and Urinals							weekly basis or as required				

Respondent's Signature

Date & Company Stamp

CRAC-JHB-35857- FOR THE PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING, WEED CONTROL, PEST CONTROL, DEEP CLEANING AND HYGIENE SERVICES AT CHRISTIANA, BLOEMHOF, SANNIESHOF, SCHWEIZER-RENEKE AND VRYBURG FOR A PERIOD OF TWENTY FOUR (24) MONTHS 57

Total price for 2 years Excl VAT 15% VAT Total price for 2 years incl VAT					

Respondent's Signature

Date & Company Stamp

Depot: Sannieshof - Hygiene Services

Location / description of building	Asset number of building (Ablution (Women & men)	Toilet	Urinals	Basins	Kitchen	Remarks and/or Special Instructions	Frequency	Price per asset per month	Price for year 1	Price for year 2	Total price for 2 years
Sannieshof - Office	02AD231	2	1	2	0						
Sanitary Bins (incl. paraplegic toilets)							weekly basis or as required				
Refill Hand Soap dispenser (hand foam)							weekly basis or as required				
San Dispenser /Hygienic wipes for toilet seats.							weekly basis or as required				
Deep Clean all Ablution facilities areas (Monthly)							weekly basis or as required				
Eve small Sachet Holder (incl. paraplegic toilet)							weekly basis or as required				
Air Fresheners							weekly basis or as required				

Respondent's Signature

Date & Company Stamp

Sanitizer Units to Toilets and Urinals							weekly basis or as required				
Sanitary Bins (incl. paraplegic toilets)							weekly basis or as required				
Total price for 2 years Excl VAT 15% VAT Total price for 2 years incl VAT											

Respondent’s Signature

Date & Company Stamp

Depot: Christiana infra - Hygiene Services

Location / description of building	Asset number of building (Ablution (Women & men)	Toilet	Urinals	Basins	Kitchen	Remarks and/or Special Instructions	Frequency	Price per asset per month	Price for year 1	Price for year 2	Total price for 2 years
Workshop	02AD132K	0	0	0	0	0					
Mess & Ablution	02AD131K	2	0	2	2	0					
Warehouse	02AD133K	0	0	0	0	0					
Mess & Ablution	02AD130K	2	2	4	4	0					
Store	02PD045K	0	0	0	0	0					
Store	03FD076K	0	0	0	0	0					
Carport	03LD008K	0	0	0	0	0					
Paper towels dispensers (toilets & where is required)							weekly basis or as required				
Sanitary Bins (incl. paraplegic toilets)							weekly basis or as required				
Refill Hand Soap dispenser (hand foam)							weekly basis or as required				
San Dispenser /Hygienic wipes for							weekly basis or as required				

Respondent's Signature

Date & Company Stamp

CRAC-JHB-35857- FOR THE PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING, WEED CONTROL, PEST CONTROL, DEEP CLEANING AND HYGIENE SERVICES AT CHRISTIANA, BLOEMHOF, SANNIESHOF, SCHWEIZER-RENEKE AND VRYBURG FOR A PERIOD OF TWENTY FOUR (24) MONTHS 61

toilet seats.												
Deep Clean all Ablution facilities areas (Monthly)							weekly basis or as required					
Eve small Sachet Holder (incl. paraplegic toilet)							weekly basis or as required					
Air Fresheners							weekly basis or as required					
Total price for 2 years Excl VAT 15% VAT Total price for 2 years incl VAT												

Respondent's Signature

Date & Company Stamp

Depot: Christiana infra telecom- Hygiene Services

Location / description of building	Asset number of building (Ablution (Women & men)	Toilet	Urinals	Basins	Kitchen	Remarks and/or Special Instructions	Frequency	Price per asset per month	Price for year 1	Price for year 2	Total price for 2 years
Offices	02ZD062K	0	0	0	0	0					
Offices	03LD030K	0	0	0	0	0					
Paper towels dispensers (toilets & where is required)							weekly basis or as required				
Sanitary Bins (incl. paraplegic toilets)							weekly basis or as required				
Refill Hand Soap dispenser (hand foam)							weekly basis or as required				
San Dispenser /Hygienic wipes for toilet seats.							weekly basis or as required				
Deep Clean all Ablution facilities areas (Monthly)							weekly basis or as required				
Eve small Sachet							weekly basis or as				

Respondent's Signature

Date & Company Stamp

CRAC-JHB-35857- FOR THE PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING, WEED CONTROL, PEST CONTROL, DEEP CLEANING AND HYGIENE SERVICES AT CHRISTIANA, BLOEMHOF, SANNIESHOF, SCHWEIZER-RENEKE AND VRYBURG FOR A PERIOD OF TWENTY FOUR (24) MONTHS 63

Holder (incl. paraplegic toilet)							required				
Air Fresheners							weekly basis or as required				
Total price for 2 years Excl VAT 15% VAT Total price for 2 years incl VAT											

Respondent’s Signature

Date & Company Stamp

Depot: Bloemhof infra telecom- Hygiene Services

Location / description of building	Asset number of building (Ablution (Women & men)	Toilet	Urinals	Basins	Kitchen	Remarks and/or Special Instructions	Frequency	Price per asset per month	Price for year 1	Price for year 2	Total price for 2 years
Bloemhof - Office	02ZD062K	0	0	0	0	0					
Bloemhof - Office	02DK039K	0	0	0	0	0					
Bloemhof - Office/Ablution	02YD047K	0	0	0	0	0					
Paper towels dispensers (toilets & where is required)							weekly basis or as required				
Sanitary Bins (incl. paraplegic toilets)							weekly basis or as required				
Refill Hand Soap dispenser (hand foam)							weekly basis or as required				
San Dispenser /Hygienic wipes for toilet seats.							weekly basis or as required				
Deep Clean all Ablution facilities							weekly basis or as required				

Respondent's Signature

Date & Company Stamp

CRAC-JHB-35857- FOR THE PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING, WEED CONTROL, PEST CONTROL, DEEP CLEANING AND HYGIENE SERVICES AT CHRISTIANA, BLOEMHOF, SANNIESHOF, SCHWEIZER-RENEKE AND VRYBURG FOR A PERIOD OF TWENTY FOUR (24) MONTHS 65

areas (Monthly)												
Eve small Sachet Holder (incl. paraplegic toilet)							weekly basis or as required					
Air Fresheners							weekly basis or as required					
Total price for 2 years Excl VAT 15% VAT Total price for 2 years incl VAT												

Respondent's Signature

Date & Company Stamp

CRAC-JHB-35857- FOR THE PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING, WEED CONTROL, PEST CONTROL, DEEP CLEANING AND HYGIENE SERVICES AT CHRISTIANA, BLOEMHOF, SANNIESHOF, SCHWEIZER-RENEKE AND VRYBURG FOR A PERIOD OF TWENTY FOUR (24) MONTHS 66

Depot: Bloemhof infra - Hygiene Services

Location / description of building	Asset number of building (Ablution (Women & men)	Toilet	Urinals	Basins	Kitchen	Remarks and/or Special Instructions	Frequency	Price per asset per month	Price for year 1	Price for year 2	Total price for 2 years
MESS & ABLUTION	02AD095K	8	3	8	7	1					
GOODS OFFICE	02AD098K	0	0	0	0	0					
GOODS SHED	02AD098K	0	0	0	0	0					
WORKSHOP & SHELTER	02AD102K	0	0	0	0	0					
FUEL STORE	02YD032K	0	0	0	0	0					
SHELTER	03LD025K	0	0	0	0	0					
Paper towels dispensers (toilets & where is required)							weekly basis or as required				
Sanitary Bins (incl. paraplegic toilets)							weekly basis or as required				
Refill Hand Soap dispenser (hand foam)							weekly basis or as required				
San Dispenser /Hygienic wipes for							weekly basis or as required				

Respondent's Signature

Date & Company Stamp

CRAC-JHB-35857- FOR THE PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING, WEED CONTROL, PEST CONTROL, DEEP CLEANING AND HYGIENE SERVICES AT CHRISTIANA, BLOEMHOF, SANNIESHOF, SCHWEIZER-RENEKE AND VRYBURG FOR A PERIOD OF TWENTY FOUR (24) MONTHS 67

toilet seats.												
Deep Clean all Ablution facilities areas (Monthly)							weekly basis or as required					
Eve small Sachet Holder (incl. paraplegic toilet)							weekly basis or as required					
Air Fresheners							weekly basis or as required					
Total price for 2 years Excl VAT 15% VAT Total price for 2 years incl VAT												

Respondent's Signature

Date & Company Stamp

CRAC-JHB-35857- FOR THE PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING, WEED CONTROL, PEST CONTROL, DEEP CLEANING AND HYGIENE SERVICES AT CHRISTIANA, BLOEMHOF, SANNIESHOF, SCHWEIZER-RENEKE AND VRYBURG FOR A PERIOD OF TWENTY FOUR (24) MONTHS 68

DEEP CLEANING AND PEST CONTROL

STATION: CHRISTIANA

DEPOT: INFRASTRUCTURE

ASSET	DESCRIPTION	SIZE	Price per asset per month	Price per asset for year 1	Price per asset for year 2	Total Price for 2 years
02AD132K	WORKSHOP	±233m ²				
02AD131K	MESS & ABLUTION	±45m ²				
02AD133K	WAREHOUSE	±189m ²				
02AD130K	MESS & ABLUTION	±64m ²				
02PD045K	STORE	±23m ²				
03FD075K	STORE	±120m ²				
03FD076K	STORE	±15m ²				
03LD008K	CARPORT	±28m ²				
Total price for 2 years Excl VAT						
15% VAT						
Total price for 2 years incl VAT						

Respondent's Signature

Date & Company Stamp

CRAC-JHB-35857- FOR THE PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING, WEED CONTROL, PEST CONTROL, DEEP CLEANING AND HYGIENE SERVICES AT CHRISTIANA, BLOEMHOF, SANNIESHOF, SCHWEIZER-RENEKE AND VRYBURG FOR A PERIOD OF TWENTY FOUR (24) MONTHS 69

STATION: CHRISTIANA

DEPOT: INFRASTRUCTURE TELECOMMS

ASSET	DESCRIPTION	SIZE	Price per asset per month	Price per asset for year 1	Price per asset for year 2	Total Price for 2 years
02ZD062K	Offices	±75m ²				
03LD030K	Offices	±35m ²				
Total price for 2 years Excl VAT						
15% VAT						
Total price for 2 years incl VAT						

STATION: BLOEMHOF

DEPOT: INFRASTRUCTURE TELECOMMS

ASSET	DESCRIPTION	SIZE	Price per asset per month	Price per asset for year 1	Price per asset for year 2	Total Price for 2 years
02ZD062K	Offices	±75m ²				
02DK039K	Offices	±m ²				
02YD047K	Offices	±32m ²				
Total price for 2 years Excl VAT						
15% VAT						
Total price for 2 years incl VAT						

Respondent's Signature

Date & Company Stamp

CRAC-JHB-35857- FOR THE PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING, WEED CONTROL, PEST CONTROL, DEEP CLEANING AND HYGIENE SERVICES AT CHRISTIANA, BLOEMHOF, SANNIESHOF, SCHWEIZER-RENEKE AND VRYBURG FOR A PERIOD OF TWENTY FOUR (24) MONTHS 70

STATION: BLOEMHOF

DEPOT: INFRASTRUCTURE

ASSET	DESCRIPTION	SIZE	Price per asset per month	Price per asset for year 1	Price per asset for year 2	Total Price for 2 years
02AD095K	MESS & ABLUTION	±88m ²				
02AD096K	GOODS OFFICE	±99m ²				
02AD098K	GOODS SHED	±398m ²				
02AD102K	WORKSHOP & SHELTER	±265m ²				
02YD032K	FUEL STORE	±30m ²				
03LD025K	SHELTER	±88m ²				
02AD095K	MESS & ABLUTION	±88m ²				
02AD096K	GOODS OFFICE	±99m ²				
Total price for 2 years Excl VAT						
15% VAT						
Total price for 2 years incl VAT						

Respondent's Signature

Date & Company Stamp

4. GRAND TOTAL FOR CATERGORY 1: CLEANING OF ASSETS, CLEANERS AND GARDENERS, EMPLOYEE SALARIES, CONSUMABLES, EQUIPMENT, CHEMICALS, UNIFORMS, SAFETY CLOTHING, TRAINING, ADMIN & OTHER COSTS FOR A PERIOD OF TWENTY FOUR MONTHS (24 MONTHS) AND *EXCLUDING VAT* (Total tender Amount)

VAT EXCLUSIVE R _____

15% VAT R _____

VAT INCLUSIVE: R _____

GRAND TOTAL FOR CATERGORY 2: HYGIENE,PEST CONTROL AND DEEP CLEANING SERVICES, CONSUMABLES, EQUIPMENT, CHEMICALS, UNIFORMS, SAFETY CLOTHING, TRAINING, ADMIN & OTHER COSTS FOR A PERIOD OF TWENTY FOUR MONTHS (24 MONTHS) AND *EXCLUDING VAT* (Total tender Amount)

VAT EXCLUSIVE R _____

15% VAT R _____

VAT INCLUSIVE: R _____

GRAND TOTAL FOR CLEANING OF ASSETS, CLEANERS AND GARDENERS, DEEP CLEANING, EMPLOYEE SALARIES, CONSUMABLES, EQUIPMENT, CHEMICALS, UNIFORMS, SAFETY CLOTHING, TRAINING, ADMIN & OTHER COSTS FOR A PERIOD OF TWENTY FOUR MONTHS (24 MONTHS) AND *EXCLUDING VAT* (Total tender Amount)

VAT EXCLUSIVE R _____

15% VAT R _____

VAT INCLUSIVE: R _____

Respondent's Signature

Date & Company Stamp

CRAC-JHB-35857: FOR THE PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING, WEED CONTROL, PEST CONTROL, DEEP CLEANING AND HYGIENE SERVICES AT CHRISTIANA, BLOEMHOF, SANNIESHOF, SCHWEIZER-RENEKE AND VRYBURG FOR A PERIOD OF TWENTY FOUR (24) MONTHS 73

Notes to Pricing:

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

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFQ.
- b) All Prices must be quoted in South African Rand, inclusive of VAT
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule will result in a bid being disqualified.
- e) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

SECTION 5

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

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

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

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

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

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

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

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

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 6

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Quotation [RFQ];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and 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 RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity Pact 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;
6. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner;
7. We declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of Transnet including any person who may be involved in the evaluation and/or adjudication of this Bid;
8. We declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet;
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **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 RFQ; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

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

ADDRESS:

Indicate nature of relationship with Transnet:

[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet]

11. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this ____ day of _____ 20__

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

SECTION 7

B-BBEE PREFERENCE POINTS CLAIM FORM

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated 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 Either the 80/20 preference point system will be applicable to this tender.
- 1.4 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.5 The maximum points for this bid are allocated as follows:

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

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

2. DEFINITIONS

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

Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

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

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

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

Non-compliant contributor	0
---------------------------	---

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME ¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

WITNESSES 1. 2.	 SIGNATURE(S) OF BIDDERS(S) DATE: ADDRESS
--	--

1. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
2. Transnet will take all reasonable steps to prevent abuse of the supply chain management system and to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

- b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 3. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 4. In order to give effect to the above, the following certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. geographical area where product or service will be rendered (market allocation)
 - c. methods, factors or formulas used to calculate prices;
 - d. the intention or decision to submit or not to submit, a bid;
 - e. the submission of a bid which does not meet the specifications and conditions of the bid; or

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE A: 100% COMPLIANCE TO SPECIFICATION (CLAUSE BY CLAUSE DECLARATION)

RFP NUMBER: CRAC-JHB-35857

The compliance response is to contain ONLY the following statement, **"Comply" or "Do not comply"**.
Bidders are to refer to the specifications (ANNEXURE A page 1-6) for full detailed description For the Provision of Hygiene Services at Sentrara and for the Period of Four (04) Months.

The compliance response is to contain ONLY the following statement, **"Comply" or "Do not comply"**. Failure to provide with a response in the below table (e.g.; leaving a blank space, partial completion and incorrect completion) will result unresponsiveness.

FAILURE TO FULLY (100%) COMPLY AND SUBMIT OF ANNEXURE A WILL RENDER THE BID AS BEING NON-COMPLIANT.

SERVICE REQUIREMENTS:	Comply	Do not comply	Comments
1.			
1.1			
1.1.1- 1.1.4			
1.2			
1.3			
1.4			
1.4.1-1.4.2			
1.5			
1.5.1-1.5.2			
1.6			
1.6.1-1.6.6			
1.7			
1.7.1-1.7.2			
1.8			
1.9			
1.10			
1.10.1-1.10.3			
1.11			
1.12			
1.13			
1.14			
1.14.1- 1.14.7			
1.15			
1.15.1- 1.15.5			

CRAC-JHB-35857: FOR THE PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING, WEED CONTROL, PEST CONTROL, DEEP CLEANING AND HYGIENE SERVICES AT CHRISTIANA, BLOEMHOF, SANNIESHOF, SCHWEIZER-RENEKE AND VRYBURG FOR A PERIOD OF TWENTY FOUR (24) MONTHS

1.16			
1.16.1-1.16.9			
1.17			
1.18			

Respondents are required to indicate whether they are able to provide the services/deliverables as specified in the scope of work FOR THE PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING, WEED CONTROL, PEST CONTROL, DEEP CLEANING AND HYGIENE SERVICES AT CHRISTIANA, BLOEMHOF, SANNIESHOF, SCHWEIZER-RENEKE AND VRYBURG FOR A PERIOD OF TWENTY FOUR (24) MONTHS

I/We hereby agree to 100% compliance to the scope of work FOR THE PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING, WEED CONTROL, PEST CONTROL, DEEP CLEANING AND HYGIENE SERVICES AT CHRISTIANA, BLOEMHOF, SANNIESHOF, SCHWEIZER-RENEKE AND VRYBURG FOR A PERIOD OF TWENTY FOUR (24) MONTHS:

ACCEPT	
---------------	--

DECLINE	
----------------	--

COMMENTS:

ANNEXURE B

Tenderer SHE Management System Questionnaire

FAILURE TO FULLY (100%) COMPLY AND SUBMIT OF ANNEXURE C WILL RENDER THE BID AS BEING NON-COMPLIANT.

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

TFR may verify the accuracy of this information during the physical visit as part of the tender evaluation.

The information provided in this questionnaire is an accurate summary of the company's occupational health and safety management system.		
Company Name:		
Signed:	Name:	
Position:	Date:	
Tender Description:		
Tender Number:		
Tenderer SHE Management System Questionnaire	Yes	No
1. SHE Policy		
- Is there a written company SHE policy? - If yes provide a copy of the policy		
2. SHE Management		
- Does the company have an independently audited or accredited SHE Management system e.g. NOSA, OHSAS, IRCA System etc. - If yes provide details or copy of accreditation		
3. SHE Organogram		
- Is there a company organogram indicating key SHE personnel?		

- If yes provide a copy		
4. Letter of good standing with COID		
- Is company registered with the Compensation Commissioner under the COID Act and up to date? - If yes provide proof of letter of good standing		
5. SHE Cost		
- Has the tenderer made provision for the cost of safety in the tender price? If yes provide evidence		
6. Training Records		
- Is a record maintained of all training and induction programs undertaken for employees in your company? - If yes provide examples of safety training records		
7. Health and Safety Plan (SHE Plan) Are the following arrangements included and adequately addressed in the Health and Safety Plan:		
- Are SHE responsibilities clearly identified for all levels of Management and employees? - If yes provide details		
- Are Risk Assessments conducted and appropriate techniques used? - If yes provide details or copy of procedure		
- Are safe operating procedures or specific safety instructions relevant to its operations available? - If yes provide a summary listing of procedures or instructions		
- Description on how health and safety training is conducted in your company: -If yes provide details		
- Health and safety inspections at worksites undertaken? -If yes provide details		
- Health and Safety Communication i.e. Safety talks, incident recalls? - If yes provide details		

- Workplace SHE Committee? - If yes provide details		
- Appointment of SHE Representatives? - If yes provide details		
- SHE Incident Reporting and Investigation? - If yes provide details		
- Provision of Personal Protective Equipment (PPE)? - If yes provide details		
- Emergency Planning? - If yes provide details		
- Fall Protection? - If yes provide details		
- Project Security? - If yes provide details		
- Medical Surveillance? - If yes provide details		
- Substance abuse policy/procedure/testing? - If yes provide details		
- Selection, Procurement and management of Subcontractors? - If yes provide details		
- Operational Safety? - If yes provide details		
- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents? - If yes provide details		
8. Health and Safety Violations		

- Has the company been fined or convicted of an occupational health and safety offence? - If yes provide details		

Safety Performance Report

Monthly DIFR for previous months

Previous Year	No of Disabling Injuries	Total Number of employees	DIFR calculated over 12 months
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

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

=====

Signed (Tenderer)

Introduction

This Safety, Health and Environmental (SHE) specification is Transnet Freight Rail (TFR) minimum requirements to be met by the Contractor when performing work for or on behalf of TFR. They set out the requirements to be followed by the Contractor and subcontractors so that the health and safety of all people's potentially at risk may receive the same priority as other facets of the project.

The Contractor shall develop a SHE plan and prepare a SHE file based on these requirements, risk assessment as well as all the relevant applicable legislation. The Contractor shall remain

accountable for the quality and execution of his health and safety programme for his employees. This specification in no way releases the Contractor from compliance with the relevant legislation.

Purpose

The purpose of this specification is to ensure that the Contractor provides and maintains, as far as reasonably practicable a safe working environment for all employees and the public whilst performing work for or on behalf of TFR.

This specification forms an integral part of the contract, and the Contractor shall forward this specification to all its subcontractors at the bidding stage so that they can in turn prepare health and safety plans relating to their operations

Scope and Application

This specification is applicable to all contractors, suppliers and all activities and processes carried out for or on behalf of Transnet Freight Rail. The Specification defines the strategies to manage Health and Safety and is a compliance document drawn up in terms of the Occupational Health and Safety Act 85 of 1993 and Construction Regulations, February 2014.

This specification shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the TFR Contract Representative with full particulars of such subcontractors and shall ensure that they comply with the OHS Act and Regulations and TFR's safety requirements and procedures.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the TFR Contract Representative or Client Agent.

General

The Contractor and Transnet Freight Rail are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (herein referred as the OHS Act) and applicable Regulations.

4.1 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the OHS Act, his obligations as an employer in respect of all persons in his employ, other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. The Contractor shall, before commencement with the execution of the contract work, comply with the provisions set out in the OHS Act, and shall implement and maintain a SHE Plan approved by Transnet Freight Rail, on the Site and place of work for the duration of the contract.

4.2 The Contractor accepts his obligation with complying with the OHS Act and applicable Regulations notwithstanding the omission of some of the provisions of the OHS Act and the Regulations from his document.

4.3 Transnet Freight Rail accepts, in terms of the OHS Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and TFR

Contract Representative or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the works

4.4 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

5. Section 37(2) Agreements

5.1 Transnet Freight Rail and the Contractor shall enter into an agreement in terms of section 37(2) of the Occupational Health and Safety Act to the arrangements and procedures between them to ensure compliance by the Contractor with the provisions of the OHS Act.

5.2 The agreement shall be completed and signed by the Contractor mandated representative as soon as possible and returned to the relevant TFR Project Manager / TFR Contract Representative for his/her signature on behalf of TFR.

5.3 The Contractor shall enter into a Section 37(2) Agreement with their respective sub-contractors. Signed copy of such agreement must be kept on the Contractor's SHE file.

6. Definitions

6.1 In this Specification the definitions as listed in the Occupational Health and Safety Act 85 of 1993 and Construction Regulations, 2014 shall apply, unless the context otherwise indicates: -

"Competent Person "means a person who —

has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the Act and with the applicable regulations made under the Act;

6.3 "Contractor" means an employer who performs work for or on behalf of TFR,

6.4 "Fall Protection Plan "means a documented plan, which includes and provides for-

a) All risks relating to working from a fall risk position, considering the nature of work undertaken;

b) The procedures and methods to be applied in order to eliminate the risk of falling; and

c) A rescue plan and procedures

6.5 "Safety, Health and Environmental (SHE) File" means a file or other record in permanent form, containing the information required to be kept on site in accordance with the OHS Act and applicable Regulations;

6.6 "Safety, Health and Environmental (SHE) plan" means a site, activity or project specific documented plan in accordance with the client's health and safety specification;

6.7 "Risk Assessment" means a programme to determine any risk associated with any hazard at a work site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;

6.8 "TFR" means Transnet Freight Rail, a division of Transnet SOC Ltd (Registration No. 1990/000900/06), a public company incorporated in accordance with the company laws of the Republic of South Africa

6.9 "TFR Contract Representative" TFR employee appointed to liaise with the contractor to ensure that the specifications of the contract are met (with special emphasis on safety, technical specifications, inspection of quality and quantity of work). It includes a Technical Officer, Security Depot Manager, Senior Protection Officer, Leading Protection Officer, Maintenance Supervisor's etc.

7. SHE Policy

7.1 The Contractor shall submit a Safety, Health and Environmental Policy signed by their Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented by the Contractor.

8. Letter of Good standing

8.1 The Contractor shall submit proof of registration and Letter of Good Standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Diseases Act, 1993 (Act No. 130 of 1993) for his company and each of his sub-contractors'.

8.2 No Contractor may do any work for TFR without a valid letter of good standing. The Contractor must ensure that the Letter of Good Standing remains valid for the duration of the contract period.

8.3 The letter of good standing must reflect the name of the Contractor, registration number and expiry date.

9. Management and Supervision

9.1 The Contractor shall submit a SHE organogram outlining the site SHE management structure including a Supervisor and other relevant appointments/competent persons or the intended appointments where such appointments have not been made.

9.2 The Contractor shall, in accordance with the OHS Act and applicable Regulations, make all the necessary appointments of competent persons in writing. Copies should also be retained on the SHE file.

9.3 Person responsible to perform cleaning duties are appointed in writing. (Attachment letter 1.14.1 form attached as an example).

10. SHE Committee Meetings and SHE Representatives

10.1 The Contractor shall appoint SHE Representative/s in writing after consultation with employees and ensure that they are trained in performing their duties.

10.2 SHE Representatives duties shall include inspections of the workplace, taking part in incident investigations, risk assessments, attending SHE Committee meetings etc. Records of monthly inspections of SHE Representatives must be kept on the SHE file.

10.3 The number of SHE Representatives appointed shall be on ratio of 1 SHE Representative per 50 employees.

10.4 The Contractor must ensure that a SHE Committee meeting is held monthly and minutes of such meeting shall be recorded and records kept on the SHE file. The Contractor representative and appointed SHE representatives shall attend the monthly SHE Committee meeting.

10.5 The TFR Contract Representative or his deputy may attend meetings of the Contractor's health and safety committee as an observer.

11. SHE Audits, Inspections and Contractor Monthly Reports

11.1 The TFR Contract Representative or his deputy shall ensure that the Contractor SHE Plan is audited at intervals mutually agreed to between them, but at least once every month to ensure that the SHE Plan is implemented and maintained.

11.2 TFR Safety Officers / Specialists shall at all reasonable times be allowed access to the work sites, the Contractor site offices and tool-sheds to inspect the Contractor and its subcontractor's tools, equipment, registers and workplace.

11.3 Should any non-compliances or contraventions to the TFR safety requirements, legal requirements, this specification or the principal contractor's SHE Plan be identified, such non-compliances or contraventions shall be rectified by the contractor at its cost immediately or within a period specified by the TFR Contract Representative, his deputy, or TFR Safety Officers / Specialists.

11.4 Should the Contractor refuse or fail to rectify such non-compliances or contraventions, TFR may take remedial action at the Contractor cost as it may deem necessary to ensure the health and safety at the TFR sites at all times.

11.5 TFR reserves the right to conduct safety audits without prior warning.

11.6 The Contractor shall provide a monthly safety performance report as required by TFR.

1.7 The Monthly safety performance report shall be compiled in terms of Annexure 1 or in any format that the Contractor has as long as it includes all items listed in Annexure 1.

11.8 The Contractor shall ensure that ablution facilities are inspected on a monthly basis by the Contractor Supervisor or other person so appointed to perform such inspections (Attachment 1.14.2 form attached as an example) and proof of inspections be submitted to TFR Contract Representative in order to ensure deviations are corrected accordingly.

12. Training, Competence and Awareness

12.1 Induction Training

12.1.1 The Contractor shall ensure that all his employees undergo a TFR SHE Induction with regard to the general hazards prevalent on the site, rules and regulations, and other related aspects before commencing work. It is the responsibility of the Contractor to inform TFR whenever new employees are appointed after the initial induction was conducted.

12.1.2 In addition to the TFR SHE induction, it is the responsibility of the Contractor to develop and implement a site specific SHE Induction programme, a job specific induction programme and a general employee SHE awareness programme, to develop awareness amongst employees on the generic SHE issues associated with the scope of work and the specific environmental issues in question.

12.1.3 The Contractor shall ensure that all visitors and suppliers to the site undergo and comply with Contractor site-specific safety induction requirement prior to being allowed access to site. All visitors and suppliers shall sign the attendance register.

12.1.4 All visitors and suppliers shall wear the necessary personal protective equipment whilst on site and shall remain in the care of the host who understand the scope of work and associated risks.

12.1.5 The Contractor shall maintain comprehensive attendance records of SHE induction training on the SHE file.

12.2 Competency / Training

12.2.1 The Contractor must ensure that all his employees are adequately trained to perform the tasks allocated to them and that there is the requisite amount of supervision at all times to maintain safe work practices and standards.

12.2.2 The Contractor shall identify training requirements of employees whose work may have a significant impact on their health and safety or that might create a significant impact upon the environment and ensure that these employees will receive appropriate training. A Training matrix shall be used as a mechanism to manage and control the training of employees.

12.2.3 The Contractor shall identify all training needs and incorporate the site specific training into the SHE plan.

12.2.4 The Contractor shall be required to ensure that before an employee commences work on the contract that the supervisor in control with responsibility for the employee has informed the employee of his scope of authority and any hazards associated with the work performed. This will include man-job specifications, the discussion of any standard task procedures or hazardous operational procedures to be performed by the employee

12.2.5 The Contractor is to ensure that the supervisor has satisfied himself that the employee is conversant with all hazards associated with any work to be performed by conducting task observations.

12.2.6 The Contractor must ensure that certificate/s of competence where applicable is/are provided in the SHE File.

12.3 Awareness Training

12.3.1 Awareness training required shall be identified for all employees on the project using the SHE Policy, the SHE Plan, risk assessment, the SHE programmes and procedures.

12.3.2 The Contractor shall have a daily safety talk. This talk shall include subcontractor employees.

12.3.3 The talk must be brief and concise. Subject topics should be applicable to the job at hand, incidents, accidents and up-and-coming work will be discussed along with suggestions and comments. These meetings can be used as a training meeting with the central idea of educating employees.

13. Health and Safety Plan (SHE Plan)

13.1 Potential Contractor submitting tenders shall submit with their tender, a Health and Safety Plan setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the OHS Act and Regulations, this SHE specification and particularly in respect of: -

The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees in terms of section 8 of the OHS Act;

the execution of the contract work in such a manner as to ensure in terms of section 9 of the OHS Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;

ensuring, as far as is reasonably practical, in terms of section 37 of the OHS Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.

13.2 The Contractor Health and Safety Plan shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.

13.3 The SHE Plan shall include full particulars in respect of: -

Safety Management Structure arrangements i.e. Appointments to be done and how;

SHE Organisation arrangements i.e. SHE Committees, SHE Audits, Findings and Corrective Actions

- (a) Risk Management i.e. Risk Assessment frequencies, methodology
- (b) Education and Training i.e. safety induction, site / job specific training arrangements
- (c) Emergency Planning
- (d) Health and Safety Communication i.e. Toolbox talks, incident recall
- (e) Safe working methods and procedures to be implemented i.e. safe work procedures, task observation
- (f) Fall Protection Plan i.e. documented plan, training/competency, medical surveillance, rescue plan (applicable if working at fall risk position/ working at heights)
- (g) Personal Protective Equipment and Clothing
- (h) Project Security i.e. site access control and security (if applicable)
- (i) SHE Costs (declaration that adequate provision for cost of health and safety have been made in tender price.)
- (j) Occupational Health i.e. Medical Surveillance, First Aid, Welfare Facilities, Substance Abuse testing, Noise, Vibration, Manual Handling, Ergonomics etc.
- (k) Environmental management
- (l) Incident Management i.e. reporting and investigation
- (m) Operational Control
- (n) Review plan of the SHE Plan

13.5 The Contractor shall submit a final SHE Plan after awarding of the contract which shall be subject to the TFR Contract Representative's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothing be issued which, in the TFR Contract Representative's opinion,

are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the OHS Act and Regulations.

13.6 The Contractor shall approve the SHE Plan of the subcontractor and further take reasonable steps to ensure that each subcontractor's SHE Plan is implemented and maintained on the site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between them, but at least once every month.

13.7 The Contractor shall stop any subcontractor from executing any work, which is not in accordance with the Contractor's, and/or sub-contractor's SHE Plan for the site or which poses a threat to the health and safety of persons.

13.8 The Contractor shall ensure that a copy of the SHE Plan is available on site for inspection by an inspector, TFR Contract Representative, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.

14. Hazards Identification and Potential Hazardous Situations

14.1 The Contractor shall ensure a risk assessment is carried out by a competent person, appointed in writing, before commencement of any work and reviewed during the duration of the contract period. The Risk Assessments shall form part of the Health and Safety Plan to be applied on the site and shall include at least the following:

The identification of the risks and hazards (including ergonomic risks) that persons may be exposed to;

- (b) The analysis and evaluation of the hazards identified;
- (c) A documented plan, including safe work procedures to mitigate, reduce or control the; risks identified;
- (d) A monitoring and
- (e) Review plan

14.2 Person conducting such risk assessment use a documented method to analyse and evaluate identified risk and hazards.

14.3 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the risk assessment.

14.4 The risk assessment shall be reviewed when there are changes to the operations that may affect the health and safety of persons and may be detrimental to the environment or after an incident.

14.5 The Contractor shall ensure that all employees are to be informed, instructed and trained regarding any risks, hazard and related safe work procedures by a competent person as outlined in the risk assessment prior to commencement of work and thereafter at predetermined intervals as outlined in the monitoring plan. Proof of such training shall be kept on the SHE file

14.6 The risk assessment shall be available on site for review. Where a risk assessment is not readily available or not communicated to Contractor employees, the activities shall be stopped until such time the Contractor complies.

14.7 The Contractor and the TFR Contract Representative shall immediately notify one another of any hazardous or potentially hazardous situations which may arise during performance of the contract.

14.8 The Contractor shall be required to analyse his scope of work and define critical activities. For each activity, a risk assessment shall be required which defines systems and safe work procedures that will be used in order to complete the activity safely.

15. Safety, Health and Environmental (SHE) File

15.1 The Contractor shall prepare a SHE file and submit to TFR Contract Representative for approval prior to commencement of work on site. The approval time of the file is at least 5 working days.

15.2 The file shall include SHE Plan, risk assessment and all documentation required as per this specification, the OHS Act and applicable regulations.

15.3 The Contractor shall ensure that a copy of the both his SHE File as well as any sub-contractor's SHE File is kept on site and made available to an inspector of the Department of Labour, the TFR Contract Representative, or sub-contractor upon request.

15.4 The Contractor shall hand over a consolidated SHE file to the TFR Contract Representative upon completion of the contract.

16. Occupational Health

16.1 Medical Surveillance Programme

16.1.1 The Contractor shall ensure that all his and sub-contractor employees have a valid medical certificate of fitness issued by an Occupational Health Practitioner.

16.1.2 Medical certificate of fitness must be available and be kept in the SHE file.

16.2 Substance Abuse

16.2.1 The Contractor shall comply with the Transnet Substance Abuse Policy and Regulation 2A of the General Safety Regulations of the OHS Act.

16.2.2 No Contractor employee may possess, sell, offer to other person, use, store, manufacture, transport, distribute, or transfer drugs or alcohol during work hours, on or off TFR premises.

16.2.3 TFR will not tolerate substance abuse or use which put at risk the health and safety of its employees or threatens its services to our stakeholders. It is on this basis that a contractor employee will be considered unfit for work if:

He/she is subjected to alcohol screening and/or alcohol testing and is found to have alcohol in his/her breathe and/or blood;

Refuses to undergo substance screening and/or testing;

He /she produces a positive confirmatory test for any other substances, measured by sample analysis at a registered pathological laboratory and authorised by a medical practitioner; and/or

Through observation by security personnel or TFR Contract Representative, it is evident that the contractor's physical, emotional, mental or behavioural state reflects that they are intoxicated or under the influence.

16.2.4 Any transgression of this policy will constitute a breach of the relevant contract and may result in the termination of services/contract.

16.2.5 Any Contractor employee using medication that has a narcotic effect must declare before work to his / her supervisor.

16.3 First Aid requirements

16.3.1 The Contractor shall ensure that their employees receive prompt first aid treatment in case of injury or emergency. The Contractor must have the necessary equipment and/or facility on site for treatment of injured persons.

16.3.2 The Contractor shall ensure that the first aid box / boxes are available and accessible. More first aid boxes shall be provided if the risks, distance between work teams, or the working environment requires it.

16.3.3 Taking into account the type of injuries that are likely to occur on site, the nature of activities performed and the number of employees on site, the Contractor shall ensure that the first aid box contain suitable first aid equipment which includes at least the minimum contents as listed on Annexure 1 of General Safety Regulation (GSR).

16.3.4 The Contractor must ensure that trained / certificated first-aid personnel are appointed and be available on site at all times. The ratio of first aiders to employees shall be 1:50.

16.4 Asbestos Control

16.4.1 The Contractor shall inform the TFR Project Manager or TFR Contract Representative if during the performance of their work, asbestos or suspected asbestos containing material is found. Only Asbestos Approved Contractor can work on asbestos containing material.

16.5 Noise

16.5.1 The Contractor shall ensure that the requirements of the Noise Induced Hearing Loss Regulations are complied with.

16.5.2 The Contractor shall ensure that machinery and equipment are operated at noise levels not exceeding an equivalent level of 85-dB (A) during normal working conditions.

16.5.3 Where the noise levels at the Operator position or to employees working in the vicinity exceed an equivalent level of 85-dB (A) during normal working conditions, the Contractor shall take appropriate measures to reduce such levels to an equivalent level of 85-dB (A). The use of Personal Protective Equipment (PPE) should be the last resort.

16.5.4 All employees exposed to noise must be trained on the effects of exposure, precautionary measures to be taken to prevent exposure and the correct use of PPE.

16.5.5 The Contractor shall ensure that its employees comply to PPE requirements in demarcated noise zones.

16.6 Manual Handling

16.6.1 Contractor must reduce risk of injury due to manual handling by using mechanical assistance involving the use of mechanical aids to assist the manual handling operation. Mechanical aids such as hand-powered hydraulic hoists, specially adapted trolleys etc. can be used.

16.6.2 Contractor shall ensure all employees involved in manual handling are trained in good lifting techniques.

16.7 Weather precautions

16.7.1 In the event of adverse weather (high winds, flooding, storm surge, lightning etc.) or other conditions, the Contractor must institute precautionary measures to protect employees on site.

16.7.2 The Contractor shall take steps to prevent heat stroke, dehydration and exhaustion of employees as a result of exposure to excessive heat on site. Such steps may include employees taking regular breaks, consuming enough water, provision of sun brims for their hard hats and sun screen to protect them against sun burn.

16.7.3 The Contractor shall take steps to prevent hypothermia or dangerous overcooling of the body as a result of exposure to cold temperatures.

17 Incidents/Occurrences

17.1 All incidents referred to in Regulation 9 of General Administration Regulations of the OHS Act involving the contractor and his sub-contractor on TFR premises, shall be reported to the TFR Contract Representative and Department of Labour as prescribed by the OHS Act.

17.2 TFR must be forwarded with a copy of a report of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the contractor, his sub-contractor, any person or machinery under his control on TFR premises.

17.3 TFR Contract Representative must be informed of the above incidents/occurrences before the end of shift when the incident/occurrence occurred.

17.4 The Contractor shall make available its employees to attend as witnesses when required so by TFR during an investigation into any incident where TFR believes the said contractor employees were witnesses or may assist in the investigation.

17.5 The Contractor shall make available to TFR any documents required to assist in their investigation.

18. SHE Cost

18.1 The Contractor shall ensure that it has made adequate provision for the cost of health and safety measures in the tender offer. The Contractor must ensure that his tender price is inclusive of the cost of health and safety as they will not be invoiced separately.

18.1 The Contractor shall ensure that its sub-contractors have made adequate provision for the cost of health and safety measures in the tender offer.

19. Personal Protective Equipment (PPE)

19.1 The Contractor shall ensure that all employees are provided with appropriate Personal Protective Equipment (PPE), free of charge, suitable for the type of activities that the employees will perform.

19.2 Such PPE shall be approved by credible institution such as SABS, EN, or AN.

19.3 The Contractor shall manage the issuing of PPE and ensure that PPE is used at all times. Employees shall be trained in the proper use of PPE.

20. Emergency Evacuation Plan and Procedure

20.1 The Contractor must establish and implement an emergency evacuation plan to ensure that in the event of fire, explosion structural collapse etc. all staff is able to evacuate the area to a demarcated areas for the purpose.

20.2 The area so selected must be demarcated and the relevant “Assembly Point” sign displayed where applicable or use TFR nearest assembly point.

20.3 An Emergency Evacuation Procedure must be drawn up; all staff members and contractors shall be given awareness training and participate in regular evacuation drills.

20.4 The Contractor and its employees shall collaborate and adhere to TFR evacuation drills and requirements.

21. Access Control and Security

21.1 The Contractor shall, before commencing any work, obtain from the TFR Contract Representative, a Site Access Certificate executed and signed by him or the relevant TFR personnel, permitting and limiting access to the designated site or place of work by the Contractor.

21.2 The Contractor must assess the security risks and implement appropriate measures. All contractors are to strictly adhere to all security requirements on the premises.

21.3 The Contractor in collaboration with the TFR Contract Representative will ensure that proper access control is in place and functional at all times onto and out of the site. A form of access control will be issued to Contractor employees who have been inducted and submitted copies of ID documents or work permits (where required).

21.4 Access Permits should be carried by a contractor employee at all time when on site. Access Permits shall be produced at the point of entry / gate.

21.5 Contractor shall ascertain from TFR Contract Representative the correct route along which their employees may proceed when coming on or going off shift and direct their employees accordingly.

22. Management of Subcontractors

22.1 The Contractor is directly responsible for the actions of his sub-contractors.

22.2 The Contractor will also be responsible for initiating any remedial action (recovery plan) that may be necessary to ensure that the sub-contractor complies with all requirements.

22.3 The Contractor shall provide any sub-contractor who is making a bid or appointed to perform work, with the relevant sections of the documented SHE specification, who would in turn provide a SHE plan for approval.

22.4 The Contractor shall carry out inspection/audits on the sub-contractor to ensure that their SHE plan is being implemented and maintained and submit audit report to TFR Representative.

22.5 The Contractor shall stop any sub-contractor from executing work which poses a threat to the safety and health of persons or detrimental to the environment.

22.6 The Contractor shall ensure that the sub-contractors appointed have the necessary competencies and resources to perform the work safely.

2.7 The Contractor will be required to enter into a Section 37(2) mandatory agreement between the Contractor and sub-contractor and a copy of each agreement shall be submitted to the TFR Contract Representative.

23. Environmental Management

23.1 The Contractor shall adhere to all instructions issued by TFR contract representative in promotion of environmental management and legal compliance.

23.2 The Contractor shall ensure that his or her employees are aware of the procedures to be followed when dealing with spills and leaks, which shall include notifying the relevant authorities and TFR as required in terms of National Environmental Management Act (NEMA), 1998 and National Water Act (NWA), 1998. The Contractor shall ensure that all necessary material and equipment required for use during clean-up/rehabilitation of spills and leaks are available on site at all times. Treatment, remediation and/or rehabilitation of contaminated areas shall be undertaken to the reasonable satisfaction of the TFR Environmental Control Officer or relevant Environmental Specialist.

23.3 The Contractor must notify the TFR Contract representative immediately of any pollution incident. An incident record system shall be maintained on site for inspection by TFR and relevant authorities.

23.4 All vehicles and equipment's shall be kept in good working condition. All leaking equipment's shall be repaired immediately or removed from site. All vehicles and equipment shall be maintained and not emit excessive noise.

23.5 Transportation, handling and storage of all substances classified as hazardous must comply with the provisions of the Hazardous Substances Act, 15 of 1973, relevant Regulations and SANS Codes.

3.6 No on-site burying or dumping of waste material shall occur. Waste must be collected by a licensed waste transporting contractor and disposed of at a licensed disposal site. Disposal certificate must be made available to TFR on request.

4. Operational Safety

24.1 Cleaning Programme

Cleaning programme is compiled and made available to TFR Contract Representative (Attachment 1.14.3 form attached as an example). Copy of cleaning programme be available on the SHE File.

24.2 Vehicle Safety

With respect to vehicles, the Contractor must ensure that:

24.2.1 They are of an acceptable design and construction, are maintained in a good working order and are used in accordance with their design and the intention for which they were designed.

24.2.2 Are operated by a person who has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate such vehicle.

24.2.3 Are operated by a person who has a medical certificate of fitness to operate those vehicle, issued by an Occupational Health Practitioner.

24.2.4 Vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried. No employees will be allowed to be transported at the back of LDV's /bakkies unless it is provided with a seat and safety belt and further that the risk assessment has indicated it to be a low risk.

24.2.5 Vehicles are fitted with structures designed to protect the Operator from falling material or from being crushed should the vehicle overturn.

24.2.6 Vehicles must be inspected by the authorised Operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the vehicle.

24.2.7 Tools, material and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees.

24.2.8 Those working or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.

24.3 Housekeeping and general safeguarding

24.3.1 Contractor must ensure that good housekeeping practices are continuously implemented on each work site

24.3.2 The Contractor must ensure proper storage of materials and equipment and the removal of scrap, waste and debris at appropriate intervals.

24.3.3 The Contractor must ensure that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways

24.3.4 The Contractor must ensure that materials which are no longer required for use do not accumulate on and are removed from the site at appropriate intervals.

24.4 Hazardous Chemical Substances (HCS)

24.4.1 The Contractor must ensure that all employees exposed to hazardous chemicals are trained on the potential source of exposure, potential risk to health caused by exposure and measures to be taken by the contractor and employees against any risk of exposure.

24.4.2 HCS risk assessment to be conducted and where it indicates that any employee may be exposed, the contractor shall ensure that monitoring is carried out in terms of regulation 6 and 7 of the Hazardous Chemical Substances Regulations.

24.4.3 Employees exposed to hazardous substances shall be under medical surveillance.

24.4.4 The Contractor shall have a list of all hazardous chemicals used for cleaning and copies of each chemical's Material Safety Data Sheet (MSDS). Copies of such a list and MSDS's shall be available in the SHE File.

24.4.5 The Contractor shall ensure that all employees are trained in the use of cleaning materials according to the manufacturer's specification and MSDS. Proof of training must be recorded on register (Attachment 1.14.4 form attached as an example).

24.5 Stacking and Storage

24.5.1 The Contractor shall ensure that a competent person is appointed in writing with the duty of supervising all stacking and storage of material.

24.5.2 Storage areas provided for the safekeeping of equipment and material are demarcated as storage areas and are kept neat and under control.

24.6 Fire Precautions

24.6.1 The Contractor must ensure that all appropriate measures are taken to avoid the risk of fire. Work areas are clear, at all times, of any material, which could fuel a fire, combustible materials do not accumulate, oily rags, waste and other substances liable to ignite are without delay removed to a safe place.

24.6.2 Sufficient and suitable storage is provided for flammable liquids, solids and gases.

24.6.3 In confined spaces and other places in which flammable gases, vapours or dust can cause danger only suitably protected electrical installations and equipment, including portable lights, are used, there are no flames or similar means of ignition and adequate ventilation is provided.

24.6.4 A thorough inspection is made of the area at the end of any working period to ensure that no material is left at the work site or any situation left in such a manner that a fire or accident could result (all machines to be turned off at main switches, and cylinders to be closed and hoses deflated).

24.6.5 Sufficient number of employees are trained in the use of fire extinguishing equipment.

24.6.6 There is an effective evacuation plan providing for all persons to be evacuated speedily without panic.

24.6.7 The Contractor must ensure that fire-fighting equipment is not used for any purpose other than their intended use.

24.7 General Machinery, Tools and Equipment

24.7.1 The Principal Contractor shall ensure that all machinery, tools and equipment are identified, numbered or tagged, listed on an inventory list.

24.7.2 The Principal Contractor shall ensure that all machinery, tools and equipment are safe to be used and is maintained in a good condition.

24.7.3 The Principal Contractor shall ensure that all machines driven by means of belts, gear wheels, chains and couplings shall be adequately guarded in such a manner that persons cannot gain inadvertent access to the moving parts.

24.7.4 All machinery, tools and equipment to be regularly inspected at least monthly or as required by legislation and risk assessments. Records of such inspections shall be kept on the SHE file.

24.7.5 Where applicable machinery, tools and equipment must have the necessary approved test or calibration documentation.

24.7.6 The Principal Contractor shall ensure that all machinery, tools and equipment are operated by persons who have been trained to operate such machinery, tools or equipment.

24.8 SHE Signage (Symbolic Safety Signs) on plant and in buildings

24.8.1 The Contractor employees shall comply with all SHE signage posted at various locations of TFR sites.

24.8.2 The Contractor shall provide "wet floor signage" to warn others when cleaning floors where there is a risk that persons may slip as a result of the wet floor.

24.9 Electrical Equipment

The Contractor must ensure that:

24.9.1 Connections are not made to any power supply without the prior written approval of the TFR Contract Representative.

24.9.2 All electrical machines and appliances provided by the Contractor for his own use on the site are in a serviceable condition

24.9.3 Power tools used on the Site are protected by residual current devices approved by TFR Contract Representative and are double insulated.

24.9.4 All extension cords, portable tools and electrical plant supplied at a voltage above 32 volts are inspected, tested and tagged by a Licensed Electrician at regular monthly intervals. Details of inspections and tests are kept in Log Books available for inspection by the TFR Contract Representative or any other authorised Officer of TFR.

24.9.5 Portable lights have adequate stability and are fitted with a mechanical guard to protect the lamp. Temporary festoon lighting is of the 'double insulated' type and is supported at least 2.5m above the floor, if possible. Hand lamps are of the 'all insulated' type.

24.9.6 All temporary light fittings are supplied from more than one final sub-circuit, with the supply from a residual current device, extra low voltage source or an isolating transformer.

24.9.7 The Contractor must obtain approval from the TFR Contract Representative before any of his employees or Sub-contractors commence work within three (3) metres of conductor rails or high tension wires, or where there is a possibility of equipment coming close to and/or touching a power source, and must provide suitable protective insulating barriers. For the erection of scaffolding, the distance is five (5) metres.

24.9.8 Only authorised persons may enter Electrical Contactor Houses, Electrical Sub-stations, Motor Rooms, Switch Rooms, Control Rooms or Cable Ducts. Should the Contractor require entering such places to carry out work, he must first obtain permission from the TFR Contract Representative and obtain a valid Permit to Work.

24.9.9 Electrical equipment supply cabling distribution boards, fixed lighting and portable appliances, extension leads, welding machines, compressors, pumps and hand portable tools are inspected on a monthly basis and also by the user daily before use.

24.9.10 such monthly inspection(s) are to be performed by an appropriately qualified Electrician.

25. Confidentiality

25.1 The Contractor must, at all times, consider all data or information given to him or that is required in connection with the work of the Company, as confidential and not make unauthorized use of it.

25.2 He/she must ensure that such data or information is not given to any non-employee of the contractor without written consent of the TFR Project Manager.

25.3 The Contractor shall be aware of the confidentiality of the mentioned information and is compelled to treat it accordingly.

25.4 the contractor must provide adequate physical protection for any confidential documents, etc., which were obtained from TFR in connection with the contract work as well as any copies made thereof.

SERVICE PROVIDERS MONTHLY SHE REPORT

For Month/Year		Name of Contractor			
Name of Project					
Project Number	Date of Commencement		Date of Completion		
Number of employees	Man-hours worked this Month	Cumulative (Project duration man-hours)	Man-hours Since last Lost Time Incident (LTI)	DIFR	

1. Details of SHE Incidents

Incident	This Month	Cumulative(Project duration)	Short description of major/significant incidents and preventative action taken
Number of fatalities			
Number of disabling incidents			
Number of Medical Treatment Cases			
Number of first aid Cases			
Number of near miss incidents			
Motor vehicle incidents			
Number of environmental incidents			
Positive substance			

abuse incidents			
Substandard Act/ Conditions observed			
Legal violations observed			

2. Details of SHE Meetings

Date	No of participants	Major SHE Concerns	Action taken

3. Details of Audits/Inspections

Date	Area / Facility	Findings/Recommendations	Action taken

4. Details of any SHE Promotional activities for the month

Date	Activity	Remarks

5. Safety Communication

Month	Number of Safety talks held	Remarks

Attach separate sheets for further or other details

.....

Name of Contractor Representative

.....

Signature

.....

Date

ANNEXURE C: SALARY SCHEDULE

CONTRACT CLEANING MINIMUM WAGE PRICE SCHEDULE

#	ITEM	DESCRIPTION	AMOUNT
1	Basic monthly wage cost	R22.84 x 40 hours per week x 4.33 weeks	R 3 955.89
	Hourly rate	Hourly rate	R 22.84
	Daily rate	8 hrs per day	R 182.72
	Weekly wage cost	Hourly wage x 40 hours (week	R 913.60
	Saturday rate	6 hrs x R22.84 = R137.04 x 4.33 weeks	R 593.38
	Sunday rate	9 hrs x R22.84 = R205.56 x 4.33 weeks	R 890.07
2	Leave provisions		R 517.71
	Annual leave	21 days per year	R 319.76
	Sick leave	10 days per year	R 152.27
	Family responsibility	3 days per year	R 45.68
3	Other: Employer contribution		R 715.14
	Provident fund	5.25% of monthly wage	R 119.91
	Bonus	4.33 weeks for a full 12 months	R 332.99
	UIF	1% of basic monthly wage	R 39.96
	COID	1.6% of basic monthly wage	R 63.93
	Training levy	SDL = 1% of wage	R 39.96
	Uniform	R500 per year	R 41.67
	Severance pay	1.92% of basic monthly wage	R 76.72
4	Monthly Labour Cost (per 1 x cleaner)	A1 + A2 + A3	R 5 188.73
5	Total monthly labour cost (per total number of cleaners required	8 cleaners 1 supervisor	R 41 509.88

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

Signed by: _____

Full name and surname _____

Capacity _____

IMPORTANCE NOTICE

*** Bidders must not pay anything less than the approved labour rate to its employees. Failure to comply will result in disqualification**

*** Random payslips will be requested from the cleaning personnel once contract is in place**



STANDARD TERMS AND CONDITIONS OF CONTRACT

Between

TRANSNET SOC LTD

Registration Number 1990/000900/30

And

■■■■■■■■■■

Registration Number

**FOR THE APPOINTMENT OF A SUPPLIER/SERVICE PROVIDER FOR THE
SUPPLY/PROVISION OF FOR A PERIOD OF
.....**

CONTRACT NUMBER **GSM/XX/XX/XXXX**

DURATION

COMMENCEMENT DATE

EXPIRY DATE

TABLE OF CONTENTS

1	SOLE AGREEMENT	114
2	CONFORMITY WITH ORDER	114
3	DELIVERY AND TITLE	114
4	PRICE AND PAYMENT	114
5	LOCAL CONTENT OBLIGATIONS & NON COMPLIANCE PENALTIES	115
6	PROPRIETARY RIGHTS LIABILITY	117
7	PROPRIETARY INFORMATION	117
8	PUBLICITY	118
9	DEVELOPMENT WORK IN THE PRODUCTION OF GOODS	118
10	AFTER SALES SERVICE	118
11	TERMINATION OF ORDER	118
12	ACCESS	119
13	WARRANTY	119
14	INSOLVENCY	120
15	SUBCONTRACTING	120
16	PAYMENT TO SUB-CONTRACTORS	120
17	ASSIGNMENT	121
18	SUPPLIER INTEGRITY PACT	121
19	DATABASE OF RESTRICTED SUPPLIERS	121
20	NOTICES	121
21	LAW	121
22	GENERAL	122
23	COUNTERPARTS	122

Schedule 1 – SCHEDULE OF REQUIREMENTS

1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [**Terms** and each **Term**] and Transnet's purchase order(s) [**Order** or **Orders**] represent the only conditions upon which Transnet SOC Ltd [**Transnet**] procures Goods/Services [**the Goods/Services**] specified in the Order from the person to whom the Order is addressed [**the Supplier/Service Provider**]. Transnet does not accept any other conditions which the Supplier/Service Provider may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

2 CONFORMITY WITH ORDER

Goods/Services shall conform strictly with the Order. The Supplier/Service Provider shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier/Service Provider warrants that the Goods/Services shall be fit for their purpose and of satisfactory quality.

3 DELIVERY AND TITLE

- 3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier/Service Provider's obligations under the Order.
- 3.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.
- 3.3 Risk of loss or damage to Goods shall pass to Transnet on delivery, and title shall pass to Transnet when payment to the Supplier for the Goods has been effected. **[Delete if procuring Services]**
- 3.4 If on delivery, the Goods/services do not conform to the Order, Transnet may reject the Goods/Services and the Supplier/Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Goods/Services at the Supplier/Service Provider's expense within the specified delivery times, without any liability due by Transnet. Goods shall be subject to such testing and/or inspection as Transnet may consider necessary. **[Delete if procuring Services]**

4 PRICE AND PAYMENT

- 4.1 Prices specified in an Order cannot be increased. Payment for the Goods/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.

- 4.2 Payment of the Supplier/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

5 LOCAL CONTENT OBLIGATIONS & NON COMPLIANCE PENALTIES

[Only applicable to goods with local content; delete if not applicable]

- 5.1 In terms of Annexure A (SBD 6.2) and Annexure C of the RFq, the Supplier has undertaken to implement the local content and production requirements set by National Treasury for the Rail Rolling Stock designated sector ("local content undertaking"). It is recorded that the local content undertaking was a prequalification criterion of the RFP and it is therefore mandatory for the Supplier to comply with Annexures A and C in order for it to fulfil its local content obligations.
- 5.2 The Supplier is required to note that Transnet, the Department of Trade and Industry [DTI] and/or the body appointed by the DTI as the verification authority for local content may conduct compliance audits with regard to the local content requirements as prescribed in Regulation 9 of the Preferential Procurement Regulations, 2011 issued in terms of the Preferential Procurement Policy Framework Act.
- 5.3 Breach of Local Content obligations also provides Transnet cause to terminate the contract in certain cases where material noncompliance with Local Content requirements are not achieved.
- 5.4 If for any reason the Supplier is unable to achieve the local content undertaking, the Supplier must approach the Department of Trade and Industry ("DTI") to obtain exemption in order to supply the goods at a lower local content threshold. The Supplier is obliged to approach DTI for exemption within 10 (ten) days of determining that it is unable to achieve the local content threshold. Should the DTI provide exemption, the Supplier shall be entitled to provide the goods at the lower local content threshold set by DTI. Should DTI not provide the necessary exemption, the Supplier shall be obliged to meet the local content undertaking.
- 5.5 Should the Supplier fail to meet the local content undertaking, the following remedies shall apply without limiting any of Transnet's other rights in law:
- i. Transnet shall afford the Supplier a period of thirty (30) days to remedy its non-compliance.
 - ii. Should the Supplier fail to meet its obligations within the further 30 day period, the Supplier shall pay a Non-Compliance penalty ("Non-compliance Penalty") to Transnet in respect of such

Non-compliance as set out in clause iv below. The penalties shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately.

iii. To the extent that the Actual Local Content Spend is lower than the Required Local Content Spend (or the Adjusted Required Local Content Spend, as the case may be), the Supplier shall be liable for Penalties which is the difference in value between the Actual Local Content Spend and the Required Local Content Spend (or the Adjusted Required Local Content Spend, as the case may be) plus an additional percentage of such difference. Such Non-compliance Penalties shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately, in accordance with clause IV below.

iv. Non-compliance penalties shall apply at the following rate: the difference in value between the Required Local Content Spend and the Actual Local Content Spend, plus 5% of such difference.

6 NON-COMPLIANCE PENALTIES FOR SUBCONTRACTING

Breach of subcontracting obligations provides Transnet cause to terminate the contract in certain cases where there is a material Non-compliance.

If the Supplier/Service Provider fails to achieve its subcontracting commitments as per their bid submission ("a **Non-Compliance**"), the Supplier/Service Provider shall pay a Non-Compliance penalty ("Non-compliance Penalty") to Transnet in respect of such Non-compliance.

Such penalty shall be calculated based on the difference in value between the committed and delivered subcontracting value (i.e. 100% of the undelivered subcontracting value) plus an additional 10% (ten per cent) of such difference.

Non-compliance Penalty Certificate:

If any Non-compliance Penalty arises, the Supplier Development Manager shall issue a Non-compliance Penalty Certificate 90 business days before the expiry of the contract indicating the Non-compliance Penalties which have accrued during that period.

A Non-compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the Supplier/Service Provider disputes any of the amounts set out in a Non-compliance Penalty Certificate:

- the dispute shall be resolved in accordance with the provisions of the Agreement; and
- if pursuant to that referral, it is determined that the Supplier/Service Provider owes any amount to Transnet pursuant to the Non-compliance Penalty Certificate, then the Supplier/Service Provider shall pay such amount to Transnet within 10 (ten) Business Days of the determination made pursuant to such determination and an accompanying valid Tax Invoice.

Payment of Non-compliance Penalties:

Subject to Clause (e) above, the Supplier/Service Provider shall pay the Non-compliance Penalty indicated in the Non-compliance Penalty Certificate within 10 (ten) Business Days of Transnet issuing a valid Tax Invoice to the Supplier/Service Provider for the amount set out in that certificate. If Transnet does not issue a valid Tax Invoice to the

Supplier/Service Provider for Non-compliance Penalties accrued during any relevant period, those Non-compliance Penalties shall be carried forward to the next period.

The Supplier/Service Provider shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from Transnet, failing which Transnet shall, without prejudice to any other rights of Transnet under this Agreement, be entitled to call for payment which may be in any form Transnet deems reasonable and/or appropriate.

Should the Supplier/Service Provider fail to pay any Non Compliance Penalties within the time indicated above (as applicable), Transnet shall be entitled to deduct (set off) the amount not paid by the Supplier/Service Provider from the account of the Supplier/Service Provider in the ensuing month.

The Non Compliance Penalties set forth in this Clause are stated exclusive of VAT. Any VAT payable on Non Compliance Penalties will be for the account of the Supplier/Service Provider.

7 PROPRIETARY RIGHTS LIABILITY

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Goods/Services or any written material provided to Transnet relating to any Goods/Services or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier/Service Provider hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier/Service Provider following a design or process originated and furnished by Transnet. The Supplier/Service Provider shall either

- a) procure for Transnet the right to continue using the infringing Goods/Services; or
- b) modify or replace the Goods/services so that they become non-infringing,

Provided that in both cases the Goods/services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier/Service Provider may remove, with Transnet's prior written consent, such Goods/services and will pay to Transnet a sum equivalent to the purchase price? If Transnet refuses to give such consent, the Supplier/Service Provider shall have no liability in respect of any continued use of the infringing Goods/services after Supplier/Service Provider's prior written request to remove the same.

8 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier/Service Provider and any information relating to Transnet's business which may have come into the Supplier/Service

Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Service Provider as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier/Service Provider shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

9 PUBLICITY

The Supplier/Service Provider shall not name Transnet or use its trademarks, service marks [whether registered or not] or Goods in connection with any publicity without Transnet's prior written consent.

10 DEVELOPMENT WORK IN THE PRODUCTION OF GOODS

[Only applicable to goods; delete if not applicable]

If the production or provision of any Goods involves research and/or development which are wholly or partly funded by Transnet, then all intellectual property or other rights as a result thereof shall be the property of Transnet on creation.

11 AFTER SALES SERVICE

[Only applicable to goods; delete if not applicable]

The Supplier shall provide replacement parts necessary to ensure the uninterrupted operation of the Goods supplied for the duration of the warranty period, from delivery of any particular item of the Goods and if requested by Transnet shall make these parts available to a third party maintainer of Transnet's choice at the same price as if the parts had been supplied to Transnet. The Supplier undertakes to provide a maintenance service for Goods, should Transnet so request, on terms to be agreed. If the Order so indicates, the Supplier will provide a warranty service for the Goods at a level to be agreed with Transnet.

12 TERMINATION OF ORDER

12.1 Notwithstanding the date of signature hereof, the commencement date of this Order is and will expire on , unless:

- this Order is terminated by either Party in accordance with the provisions incorporated herein or in any schedules or annexures appended hereto, or otherwise in accordance with law or equity; or
- this Order is extended at Transnet's option for a further period to be agreed by the Parties; or
- The allocated maximum contract value is depleted before the contract expiry date.

12.2 Transnet may cancel this Order in whole or in part at any time upon at least 30 [thirty] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Supplier/Service Provider or the Supplier/Service Provider commits any

serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier/Service Provider when such work on the Order shall stop.

- 12.3 Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.
- 12.4 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- 12.5 If the Goods/services are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Goods/services or any damage caused due to the failure or delay in the delivery.
- 12.6 Both parties to this agreement reserve the right to terminate this agreement:
- 12.6.1. If the other commits a material breach of this contracts and fails to remedy such breach within a stipulated time frame or within a reasonable time;
 - 12.6.2. There is non-performance from either of the parties; or
 - 12.6.3. If the other party is unable to perform its obligations under this agreement.

13 ACCESS

The Supplier/Service Provider shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier/Service Provider's employees. The Supplier/Service Provider shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

14 WARRANTY

The Supplier/Service Provider warrants that it is competent to supply the Goods/services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Goods/services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to *[inter alia]* the Goods/services in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration

in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier/Service Provider hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

15 INSOLVENCY

If the Supplier/Service Provider shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier/Service Provider compounds with its creditors or passes a resolution for the writing up or administration of the Supplier/Service Provider, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

16 SUBCONTRACTING

- 16.1 The Supplier/Service Provider may only enter into a subcontracting arrangement with the approval of Transnet. If the Supplier subcontracts a portion of the contract to another person without declaring it to Transnet, Transnet must penalise the Supplier up to 10% of the value of the contract.
- 16.2 Should Transnet approve the Supplier's/Service Provider's subcontracting arrangement, the Supplier/Service Provider and not the sub-contractor will at all times be held liable for performance in terms of its contractual obligations.
- 16.3 The Supplier/Service Provider may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 16.4 The Supplier/Service Provider may not subcontract 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 of contributor than the Supplier, unless the contract is subcontracted to an Exempted Micro Enterprise (EME) that has the capability and ability to execute the subcontract.

17 PAYMENT TO SUB-CONTRACTORS

- 17.1 Transnet reserves the right, in its sole discretion, to make payment directly to the sub-contractor of the Supplier/Service Provider, subject to the following conditions:
 - f) Receipt of an undisputed invoice from the sub-contractor; and
 - g) Receipt of written confirmation from the Supplier/Service Provider that the amounts claimed by the sub-contractor are correct and that the services for which the sub-contractor has requested payment were rendered to the satisfaction of the Supplier/Service Provider, against the required standards.
- 17.2 Nothing contained in this clause must be interpreted as bestowing on any sub-contractor a right or legitimate expectation to be paid directly by Transnet. Furthermore, this clause does not bestow any right or legitimate expectation on the Supplier/Service

provider to demand that Transnet pay its sub-contractor directly. The decision to pay any sub-contractor directly, remains that of Transnet alone.

17.3 The Supplier/Service Provider remains liable for its contractual obligations under the Agreement, including all services rendered by the sub-contractor.

17.4 This clause does not establish any contractual relationship between Transnet and any sub-contractor of the Supplier/Service Provider, whatsoever.

18 ASSIGNMENT

The Supplier/Service Provider shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

19 SUPPLIER INTEGRITY PACT

The Supplier/Service Provider shall observe and ensure compliance with all requirements and objectives of the Transnet Supplier Integrity Pact as agreed to in response to the RFQ. The general purpose of the Supplier Integrity Pact is to agree to avoid all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of the procurement event leading to this Agreement and this Agreement itself;

20 DATABASE OF RESTRICTED SUPPLIERS

The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Bid shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

21 NOTICES

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

22 LAW

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier/Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in

any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier/Service Provider does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

23 GENERAL

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 5, 6, 7, 8 and 10. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

24 COUNTERPARTS

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

CRAC STQ 35558: FOR THE PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING, WEED CONTROL, PEST CONTROL, DEEP CLEANING AND HYGIENE SERVICES AT CHRISTIANA, BLOEMHOF, SANNIESHOF, SCHWEIZER-RENEKE AND VRYBURG FOR A PERIOD OF TWENTY FOUR (24) MONTHS

Thus signed by the Parties and witnessed on the following dates and at the following places:

SIGNED for and on behalf of Transnet SOC Ltd duly authorised hereto	SIGNED for and on behalf of duly authorised hereto
Registration Number 1990/000900/30	Registration Number
Signature	Signature
Name:	Name:
Position:	Position:
Date:	Date:
Place:	Place:
AS WITNESS: Signature	AS WITNESS: Signature
Name	Name

CRAC STQ 35558: FOR THE PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING, WEED CONTROL, PEST CONTROL, DEEP CLEANING AND HYGIENE SERVICES AT CHRISTIANA, BLOEMHOF, SANNIESHOF, SCHWEIZER-RENEKE AND VRYBURG FOR A PERIOD OF TWENTY FOUR (24) MONTHS



Important Note: All potential bidders must read this document and certify in the RFX Declaration Form that they have acquainted themselves with, and agree with the content. The contract with the successful bidder will automatically incorporate this Integrity Pact as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

And The Bidder / Supplier/ Service Provider / Contractor (hereinafter referred to as the "Bidder / Supplier")

PREAMBLE

Transnet values full compliance with all relevant laws and regulations, ethical standards and the principles of economical use of resources, fairness and transparency in its relations with its Bidders / Suppliers.

In order to achieve these goals, Transnet and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder's / Supplier's application for registration with Transnet as a vendor.

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and / or reverse logistics event and any further contract to be entered into between the Parties, relating to such event.

All Bidders / Suppliers will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

A) OBJECTIVES

- a. Transnet and the Bidder / Supplier agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
 - a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
 - b) Enable Bidders / Suppliers to abstain from bribing or participating in any corrupt practice in order to secure the contract.

B) COMMITMENTS OF TRANSNET

Transnet commits to take all measures necessary to prevent dishonesty, fraud and corruption and to observe the following principles:

- a. Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.
- b. Transnet will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.
- c. Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process in a fair manner.
- d. Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.



C) OBLIGATIONS OF THE BIDDER / SUPPLIER

- a. Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- b. The Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:
 - e) The Bidder / Supplier will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and
 - f) The Bidder / Supplier will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- c. The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- d. The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.
- e. The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder / Supplier will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

CRAC STQ 35558: FOR THE PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING, WEED CONTROL, PEST CONTROL, DEEP CLEANING AND HYGIENE SERVICES AT CHRISTIANA, BLOEMHOF, SANNIESHOF, SCHWEIZER-RENEKE AND VRYBURG FOR A PERIOD OF TWENTY FOUR (24) MONTHS

- f. A Bidder / Supplier of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
- g. The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.
- h. Transnet may require the Bidder / Supplier to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- i. The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- j. The Bidder/Supplier confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
 - a) Human Rights
 - Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2: make sure that they are not complicit in human rights abuses.
 - b) Labour
 - Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
 - Principle 4: the elimination of all forms of forced and compulsory labour;
 - Principle 5: the effective abolition of child labour; and
 - Principle 6: the elimination of discrimination in respect of employment and occupation.
 - c) Environment
 - Principle 7: Businesses should support a precautionary approach to environmental challenges;
 - Principle 8: undertake initiatives to promote greater environmental responsibility; and
 - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
 - d) Anti-Corruption
 - Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

D)INDEPENDENT BIDDING

- a. For the purposes of this undertaking in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a) has been requested to submit a Bid in response to this Bid invitation;

CRAC STQ 35558: FOR THE PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING, WEED CONTROL, PEST CONTROL, DEEP CLEANING AND HYGIENE SERVICES AT CHRISTIANA, BLOEMHOF, SANNIESHOF, SCHWEIZER-RENEKE AND VRYBURG FOR A PERIOD OF TWENTY FOUR (24) MONTHS

- b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.
- b. The Bidder has arrived at his submitted Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
- c. In particular, without limiting the generality of paragraph 4.2 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Bid;
 - e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
 - f) bidding with the intention of not winning the Bid.
- d. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her Bid relates.
- e. The terms of the Bid as submitted 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.
- f. Bidders are 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 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

E) DISQUALIFICATION FROM BIDDING PROCESS

- a. If the Bidder / Supplier has committed a transgression through a violation of paragraph 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Transnet may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.
- b. If the Bidder / Supplier has committed a transgression through a violation of paragraph 3, or any material violation, such as to put its reliability or credibility into question, Transnet may after following due procedures and at its own discretion also exclude the Bidder / Supplier from future bidding processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Supplier and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- c. If the Bidder / Supplier can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the

CRAC STQ 35558: FOR THE PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING, WEED CONTROL, PEST CONTROL, DEEP CLEANING AND HYGIENE SERVICES AT CHRISTIANA, BLOEMHOF, SANNIESHOF, SCHWEIZER-RENEKE AND VRYBURG FOR A PERIOD OF TWENTY FOUR (24) MONTHS

case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

F) DATABASE OF RESTRICTED SUPPLIERS

- a. The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Bid shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.
- b. All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- c. On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- d. The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- e. Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- f. A supplier or contractor to Transnet may not subcontract any portion of the contract to a restricted company.
- g. Grounds for restriction include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:
 - a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
 - b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
 - c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;

CRAC STQ 35558: FOR THE PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING, WEED CONTROL, PEST CONTROL, DEEP CLEANING AND HYGIENE SERVICES AT CHRISTIANA, BLOEMHOF, SANNIESHOF, SCHWEIZER-RENEKE AND VRYBURG FOR A PERIOD OF TWENTY FOUR (24) MONTHS

- g) has submitted false information regarding any other matter required in terms of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act which will affect the evaluation of a Bid or where a Bidder has failed to declare any subcontracting arrangements;
- h) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- i) has litigated against Transnet in bad faith.

G) PREVIOUS TRANSGRESSIONS

- a. The Bidder / Supplier hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Bidder's / Supplier's database or any bidding process.
- b. If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

H) SANCTIONS FOR VIOLATIONS

- a. Transnet shall also take all or any one of the following actions, wherever required to:
 - a) Immediately exclude the Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation to the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue;
 - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier;
 - c) Recover all sums already paid by Transnet;
 - d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments, already made by Transnet, along with interest;
 - e) Cancel all or any other contracts with the Bidder / Supplier;
 - f) Exclude the Bidder / Supplier from entering into any bid with Transnet and other organs of state in future for a specified period; and
 - g) If the Supplier subcontracted a portion of the bid to another person without declaring it to Transnet, Transnet must penalise the Supplier up to 10% of the value of the contract.

I) CONFLICTS OF INTEREST

- a. A conflict of interest includes, inter alia, a situation in which:
 - a) A Transnet employee has a personal financial interest in a bidding / supplying entity; and
 - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

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- b. A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:

- j) Private gain or advancement; or

- k) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

Thus, conflicts of interest of any bid committee member or any person involved in the sourcing process must be declared in a prescribed form.

- a. If a Bidder / Supplier has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Transnet employee / member of Transnet's Board of Directors in respect of a bid which will be considered for the bid process, the Bidder / Supplier:
 - a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
 - b) must notify Transnet immediately in writing once the circumstances has arisen.
- b. The Bidder / Supplier shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Bidder / Supplier.

L) DISPUTE RESOLUTION

- a. Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Transnet and its Bidder / Supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a restriction process as mentioned in paragraph f) above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
 - a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
 - b) **Perjury:** where a supplier make a false statement either in giving evidence or on an affidavit;
 - c) **Scurrilous allegations:** where a supplier makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
 - d) **Abuse of court process:** when a supplier abuses the court process in order to gain a competitive advantage during a bid process.

M) GENERAL

- a. This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- b. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- c. The validity of this Integrity Pact shall cover all the bidding processes and will be valid for an indefinite period unless cancelled by either Party.

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- d. Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- e. Should a Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders / Suppliers to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

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NON DISCLOSURE AGREEMENT

[April 2020]



THIS AGREEMENT is made between

Transnet SOC Ltd [Transnet] [Registration No. 1990/000900/30]

whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

and

the Company as indicated in the RFP bid response hereto

WHEREAS

Transnet and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Bid Document.

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid** or **Bid Document** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
 - 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
 - 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party

or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
 - 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
 - 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
 - 3.3.1 return all written Confidential Information [including all copies]; and
 - 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Bid and continue thereafter for a period of 5 [five] years.

6. PRINCIPAL

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Bid and in complying with the terms of this Agreement.

7. ADEQUACY OF DAMAGES

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

8. PRIVACY AND DATA PROTECTION

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Bid and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

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SUPPLIER DECLARATION FORM

Transnet Vendor Management has received a request to load / change your company details onto the Transnet vendor master database. Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents as per Appendix V to the Transnet Official who is intending to procure your company's services / products, to enable us to process this request. Please only submit the documentation relevant to your request.

Please Note: Effective **1 April 2016** all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury's Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

General Terms and Conditions:

Please Note: Failure to submit the relevant documentation will delay the vendor creation / change process.

Where applicable, the respective Transnet Operating Division processing your application may request further or additional information from your company.

The Service Provider warrants that the details of its bank account ("the nominated account") provided herein, are correct and acknowledges that payments due to the Supplier will be made into the nominated account. If details of the nominated account should change, the Service Provider must notify Transnet in writing of such change, failing which any payments made by Transnet into the nominated account will constitute a full discharge of the indebtedness of Transnet to the Supplier in respect of the payment so made. Transnet will incur no liability for any payments made to the incorrect account or any costs associated therewith. In such an event, the Service Provider indemnifies and holds Transnet harmless in respect of any payments made to an incorrect bank account and will, on demand, pay Transnet any costs associated herewith.

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (where applicable), as EMEs and QSEs (QSE's with more than 51% ownership) are only expected to supply an affidavit as per (Appendix D and E). These affidavits must be resubmitted on an annual basis as failure to do so may result in the supplier's account being temporarily suspended.

In addition, please note of the following very important information:

1. If your annual turnover is less than R10 million, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a certified signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company AND / OR B-BBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), or a sworn Affidavit should you feel you will be able to attain a better B-BBEE score. (Appendix D).

2. If your annual turnover is between R10 million and R50 million, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific B-BBEE level based on any 4 of the 7 elements of the B-BBEE score-card, please include your B-BBEE certificate in your submission as confirmation of your status. Or if the Supplier is a QSE with More than 51% black owned, they can submit a sworn affidavit (Appendix E).

Please Note: B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).

3. If your annual turnover exceeds R50 million, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific B-BBEE level based on all seven elements of the B-BBEE

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generic score-card. Please include your B-BBEE certificate in your submission as confirmation of your status.

Please Note: B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).

4. The supplier to furnish proof to the procurement department as required in the Fourth Schedule of the Income Tax Act. 58 of 1962 whether a supplier of service is to be classified as an "employee", "personal service provider" or "labour broker". Failure to do so will result in the supplier being subject to employee's tax.

5. No payments can be made to a vendor until the vendor has been registered / updated, and no vendor can be registered / updated until the vendor application form, together with its supporting documentation, has been received and processed. No payments can be made to a vendor until the vendor has met / comply with the procurement requirements.

6. From 01 May 2015 only B-BBEE certificates issued by SANAS accredited verification agencies will be valid.

APPENDIX A

Supplier Declaration Form

Important Notice: Effective 1 April 2016 all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> before applying to Transnet.

CSD Number (MAAA xxxxxxxx):

Company Trading Name						
Company Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Foreign International	Foreign Branch Office	

Did your company previously operate under another name? ☐ Yes ☐ No

If **YES** state the previous details below:

Trading Name						
Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Foreign International	Foreign Branch Office	

Your Current Company's VAT Registration Status

VAT Registration Number						
If Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status						
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.						

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

Company Physical Address			Code	
			Code	
Company Postal Address			Code	
			Code	
Company Telephone number				
Company Fax Number				
Company E-Mail Address				
Company Website Address				

Company Contact Person Name	
Designation	
Telephone	

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Email	
-------	--

Is your company a Labour Broker?	Yes		No	
Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc.				
How many personnel does the business employ?	Full Time		Part Time	
Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.				

Most recent Financial Year's Annual Turnover	<R10Million		>R10Million <R50Million		>R50Million	
--	-------------	--	----------------------------	--	-------------	--

Does your company have a valid B-BBEE certificate?				Yes		No	
What is your Broad Based BEE status (Level 1 to 9)							
Majority Race of Ownership							
% Black Ownership		% Black Women ownership		% Black Disabled person(s) ownership		% Black Youth ownership	
Please Note: Please provide proof of B-BBEE status as per Appendix V. If you qualify as an EME or QSE then provide an affidavit following the examples provided in Appendix III and IV respectively. If you have indicated Black Disabled person(s) ownership, then provide a certified letter signed by a physician, on the physician's letterhead, confirming the disability.							

By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct			
Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oaths			
Name		Date	
Signature		Telephone No	

Appendix B

Example of an Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare that _____ is not a registered VAT vendor and is not required to register as a VAT vendor because the combined value of taxable supplies made by the provider in any 12 month period has not exceeded or is not expected to exceed R1million threshold, as required in terms of the Value Added Tax Act.

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

Thus signed and sworn to before me at _____ on this the ____
_____ day of _____ 20_____,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit, and that he/she has no objection to taking the prescribed oath, which he/she regards binding on his/her conscience and that the allegations herein contained are all true and correct.

Commissioner of Oaths

Appendix C

Example of an Affidavit or Solemn Declaration as to number of employees

Affidavit or Solemn Declaration

I, _____ solemnly
swear/declare that _____ employs three or more full
time employees, which employees are engaged in the business of rendering the services of the
organisation and are not connected persons as defined in the Income Tax Act.

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

Thus signed and sworn to before me at _____ on this the ____
_____ day of _____ 20 _____,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit, and that he/she has no objection to taking the prescribed oath, which he/she regards binding on his/her conscience and that the allegations herein contained are all true and correct.

Commissioner of Oaths

Appendix D

Example of an Affidavit or Solemn Declaration as to EME B-BBEE Status

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- The enterprise is _____ % black youth owned;
- The enterprise is _____ % black disabled owned;
- Based on the management accounts and other information available for the _____ financial year, the income did not exceed R10,000,000.00 (ten million rand).

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of the **DTI** Codes of Good Practice.

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

Appendix E

Example of an Affidavit or Solemn Declaration as to QSE B-BBEE Status

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- The enterprise is _____ % black youth owned;
- The enterprise is _____ % black disabled owned;
- Based on the management accounts and other information available for the _____ financial year, the income did not exceed R50,000,000.00 (fifty million rand);
- The entity is an empowering supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) of the DTI Codes of Good Practice. **(Tick appropriate box in table below).**

(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%		(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and / or packaging		(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities			

Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

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Date:

Commissioner of Oaths

Signature & stamp

Example of an Affidavit or Solemn Declaration as to EME B-BBEE Status

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- The enterprise is _____ % black youth owned;
- The enterprise is _____ % black disabled owned;
- Based on the management accounts and other information available for the _____ financial year, the income did not exceed R10, 000,000.00 (ten million rand).

Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

100% black owned	Level One (135% B-BBEE procurement recognition) More than 51% black	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition) Less than 51% black	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of the dti Codes of Good Practice.

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- The enterprise is _____ % black youth owned;
- The enterprise is _____ % black disabled owned;
- Based on the management accounts and other information available for the _____ financial year, the income not exceed R50,000,000.00 (fifty million rand);
- The entity is an empowering supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) of the Codes of Good Practice. (Tick appropriate box in table below).

(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%		(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained
(c) At least 25% transformation of raw material /		(d) At least 12 days per annum of productivity