

Transnet Freight Rail

an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No CRAC- JHB 35637

RFQ FOR THE PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING & WEED CONTROL SASOLBURG & VAALCON FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.

FOR DELIVERY TO:	SASOLBURG & VAALCON
ISSUE DATE:	22 JUNE 2021
CLOSING DATE:	13 JULY 2021
CLOSING TIME:	10:00 AM
VALIDITY PERIOD:	03 MARCH 2022 (180 days)

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

- **RESPONDENTS WITH A MINIMUM B-BBEE STATUS LEVEL OF ONE AND WHO 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 FREIGH RAIL, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	CRAC- JHB 35637	ISSUE DATE:	22 JUNE 2021	CLOSING DATE:	13 JULY 2021	CLOSING TIME:	10H00
DESCRIPTION	FOR THE PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING & WEED CONTROL SASOLBURG & VAALCON 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	THANDEKILE MSIZA			CONTACT PERSON			
TELEPHONE NUMBER	011 584 0657			TELEPHONE NUMBER			
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS	Thandekile.msiza@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 MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

SECTION 2: NOTICE TO BIDDERS

1 Responses to RFQ

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

2 Preferential Procurement Prequalification Criteria

2.1 Minimum B-BBEE level

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

2.2 Exempted Micro Enterprises & Qualifying Small Enterprises

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

3 Communication

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

Telephone 011-584-0821

Email:Prudence.Nkabinde@transnet.net

4 Legal Compliance

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

5 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.

6 Changes to Quotations

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

7 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.

8 Disclaimers

8.1 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 which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- cancel the quotation process;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent;

award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price, even after they have been issued with a Letter of Regret.

9 Specification/Scope of Work

1. Background

Transnet Freight Rail requires the services of a cleaning service provider for the provision of good quality cleaning service for **SASOLBURG & VAALCON**.

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.

2. Service requirements

2.1 General service requirement

- 2.1.1 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.
- 2.1.2 The Selected bidder shall conduct proper training and induction of cleaning requirements to ensure personnel are well-trained in all areas they service.
- 2.1.3 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.
- 2.1.4 The minimum requirements and frequency of intervention are as illustrated in the schedule.
- 2.1.5 The Selected bidder's cleaning programme must demonstrate fair distribution of the work-load; ensuring that each and every person is productive.
- 2.1.6 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.
- 2.1.7 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.
- 2.1.8 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.
- 2.1.9 The bidder shall meet the minimum capacity requirements for resources i.e. plant, machinery and personnel.
- 2.1.10 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.
- 2.1.11 Duties and responsibilities assigned to personnel must be well balanced in the allocated working area.

- 2.1.12 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.
- 2.1.13 Working hours are between 07h00 and 15h00 weekdays Monday to Friday and on weekends where required, for depots that does not require 24/7 cleaning.

- **Monday to Sunday (including public holidays) for Operations Depots that require 24/7 cleaning.**
- **24/7 working hours for 24/7 operational depots are as follows:**
 - **Night shift to include 18h00 to 06h00**
 - **Saturday / Sunday / Public holidays from 07h00 to 15h00**

- 2.1.14 Transnet shall monitor the cleaning activities to ensure adherence to the agreement.

2.2 Personnel requirements

- 2.2.1 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.
- 2.2.2 Bidder is expected to allocate as a minimum the number of personnel stipulated in the schedule to the contract.
- 2.2.3 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	8 cleaners 1 supervisor
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- 2.2.4 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.
- 2.2.5 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.
- 2.2.6 Transnet prefer low supervisor to personnel ration to avoid Supervisors being overwhelmed by the large number of employees to supervise.
- 2.2.7 There must be good coordination and communication between supervisors and their subordinate, and teams must be efficiently managed.

2.3 Cleaning personnel

- 2.3.1 Cleaners should be observant, keen, alert, efficient, willing and pleasant; and adequately trained to guarantee a high cleaning standard.
- 2.3.2 Personnel shall at all times be neatly dressed in identifiable uniform.

- 2.3.3 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).
- 2.3.4 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.
- 2.3.5 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.

2.4 Relief staff

- 2.4.1 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.
- 2.4.2 The contractor is expected to have bank of temporary relief staff as contingency to absenteeism.
- 2.4.3 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.
- 2.4.4 In case of emergency or unplanned leave, the Site Manager shall be allowed until 09h00 to have the substitute staff on site.

2.5 The Supervisor

- 2.5.1 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.
- 2.5.2 Such supervisor shall be on the premises daily to report and where possible remedy any faults or irregularities which may affect daily operation.
- 2.5.3 The Supervisor must escalate all faults, health and safety concerns and maintenance issues reported by personnel to Property Management.
- 2.5.4 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.
- 2.5.5 The Supervisor must furthermore ensure the balance of activities between personnel, working time, equipment and supplies required to execute the tasks.
- 2.5.6 The supervisor shall draw-up daily work schedules for staff under their management.
- 2.5.7 The Supervisor shall ensure relevant personnel are registered in the work schedules including areas to which they are assigned.
- 2.5.8 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.
- 2.5.9 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.
- 2.5.10 The Supervisor shall perform daily walk-about and evaluation of all cleaning operations for areas under their supervision.
- 2.5.11 The onsite Supervisor must be able to conduct a work orientation of the service personnel are to provide in areas of the buildings.

- 2.5.12 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.
- 2.5.13 The Supervisor must ensure balanced and even distribution of equipment and consumables between personnel.
- 2.5.14 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.
- 2.5.15 People skills, basic math, training ability and scheduling are few of the skill sets required of competent Supervisor assigned to this contract.
- 2.5.16 A well-motivated supervisor shall go a long way in providing good service to Transnet and its employees.

2.6 Site Manager/Customer Service Manager

- 2.6.1 The Service provider shall appoint a Site Manager/Customer Service Manager to the contract.
- 2.6.2 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.
- 2.6.3 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.

3. Training

- 3.1 Training shall be given to the staff and be exposed to mentoring and coaching.
- 3.2 Staff shall be afforded the opportunity to be upskilled and developed during the course of the contract.
- 3.3 The bidder shall provide a comprehensive training plan on formal and on the job training various skills and modules.
- 3.4 The selected bidder is expected to conduct refresher training for personnel, assess skill gaps and developmental needs and provide the needed training to personnel.

4. Site File

- 4.1 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.
- 4.2 The Service provider will be required to provide a comprehensive site file within 30 days after appointment.
- 4.3 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.

5. Orientation sessions

- 5.1 Orientation sessions will be conducted annually by the Property Manager for the newly appointed Service provider and staff.
- 5.2 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.

6. Meetings

- 6.1 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.
- 6.2 Emergency meetings may be held in urgent and emergency situations.
- 6.3 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.

6.4

7. General service requirements

- 7.1 The Contractor shall provide and promote good customer service
- 7.2 Display openness and transparency
- 7.3 Utilise protective clothing in all cleaning functions as appropriate
- 7.4 Ensure timeous cleaning of venues before and after events
- 7.5 Display signage all times in areas where cleaning personnel are working.
- 7.6 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.
- 7.7 Contractor's staff are prohibited from taking in their possession any objects property of Transnet irrespective of size or value.

8. Equipment

- 8.1 The service Provider shall supply all equipment and tools required to render the daily cleaning service.
- 8.2 Maintenance of equipment shall be responsibility of the Service Provider and all costs associated with maintenance of equipment shall be borne by him.
- 8.3 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	

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

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

8.6 No dirty or foul-smelling equipment shall be used.

9. Cleaning consumables

- 9.1 The contractor shall provide chemicals and materials which are not harmful to either persons or the environment.
- 9.2 Transnet has preferred products based of historic use. However, their proposed use will not advantage the tenderer in any way.
- 9.3 Alternative products may be considered provided they are proven safe and desirable.
- 9.4 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
Antiwx
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

10. 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.

10.1 Cleaning of floor types

• 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.

• 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.

• 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.

- **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.

- **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.

- **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.

- **Quarry Tiles**

- Sweep cleans 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.

- **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.

- **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.

- **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.

- **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.

- **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.

- **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.

- **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.

- **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.

- **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.

10.2 **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.

10.3 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.

10.4 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.

10.5 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.

10.6 Equipment and appliances

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

10.7 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

10.8 Upholstery (suites, chairs, couches etc.)

- Deep cleaning of upholstered furniture quarterly.

10.9 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 Wipe clean with clean damp cloth	Twice weekly Twice weekly
Desk, tables, chairs	Dust clean with microfiber cloth Wipe clean with clean damp cloth Polish with furniture/wood polish	Twice weekly Twice weekly Twice weekly
Waste bins	Empty bins in morning and afternoon Wipe bins clean Disinfect with liquid disinfectant	Twice daily Daily Daily
Floors	<Clean according to floor type>	Daily
Kitchen		
Appliances and kitchen equipment	Wash with liquid soap solution and wipe clean Wipe clean	Twice weekly Daily
Kitchen sink	Wash with liquid soap solution and wipe clean Disinfect with liquid disinfectant	Daily 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 Polish	Twice weekly Twice weekly
Cupboards and counters The cleaning of will take place at specific intervals during the day	Wipe clean with damp cloth Polish with furniture/wood polish	Twice weekly Weekly
Tea cups and utensils	Wash with warm water and liquid dishwasher Rinse and dry	Twice daily
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	Twice daily

	and toilet brush Wipe clean with clean damp cloth Sanitize	
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 Steam cleaning	Daily Quarterly
Stairwells and landings		

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

Common facilities and amenities that require cleaning function:

Facility/amenity	Cleaning function	Frequency
Waste bins		
All waste bins	Empty Wipe clean Disinfect	Twice daily Daily
Blinds		
Blinds	Dust clean Damp wipe Vacuum	Weekly Weekly Twice yearly
Curtains		
Curtain	Dust and fluff dust off	Weekly
Curtain rail	Dust clean Wipe with damp cloth	Monthly
Windows		
Interior windows	Wipe clean with damp cloth and window cleaner Dry and shine	Weekly

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

Pot plant holders	Spot clean	Weekly
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10.10 **Carpet shampooing/Dry cleansing to be done quarterly**

- a. **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.
- b. **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.
- c. **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.

10.11 **Strip and seal**

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

11. **Insurance**

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.

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

BUILDING : SASOLBURG & VAALCON

Please refer to attached Annexure A

Total staff	Sasolburg - 2 Gardeners Vaalcon – 1 Gardener
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All gardens and grass and areas within 20m of the building or where applicable

1. GARDEN SERVICE

- | | |
|---|---------------------------|
| a. Cutting of lawn areas to fair finish and trimming of edges weekly | Weekly |
| b. Cultivating, digging and pruning of flowerbeds weekly | Weekly |
| c. Removal of all dead flowers and pruning of trees as required by the Project Manager from time to time | As required
Seasonally |
| d. Provide seasonal flowers | Weekly |
| e. Trim branches and shrubs | Daily |
| f. Clear of weeds on site's where there is no grass | Daily |
| g. Trim branches, shrubs and cut grass by the fence | Daily |
| h. Remove all grass, branches and rubble from site | As required |
| i. Every porch entrance must be swept, as well as the paving and tarred road in front of the buildings | Daily |
| j. No grass to be left on premises | As and when necessary |
| k. Sweep and remove soil and/or leaves on entrances and exterior areas | Weekly |
| l. 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. | |
| m.(Supplier to supply their own equipment to perform this job) | |
| n. Personnel must be able to operate the borehole system i.e monitor and report to the Facilities Manager if it broken | |

2. SUPERVISION

- | | |
|---|-----------------|
| a. Full time supervision to be provided by Contractor/supplier | |
| b. Quality Control will be done by client on site (sign off of job cards) | Daily
Weekly |
| c. 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. | |
| d. 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) | |

3. EQUIPMENT/MATERIALS/CONSUMABLES

To be provided by Contractor and delivered timorously

- a. All gardening chemicals and equipment e.g. spades/shovels, rakes, brooms etc.
- b. Necessary sign boards e.g. Caution tree felling, etc.
- c. 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.

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

4. 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)

5. 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 time

6. 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.

7. **TERMS OF CONTRACT**

24 months contract (**01 July 2021 – 30 June 2023**)

8. **PAYMENT**

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.
- c. 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.

9. **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
- b. Settlement discount being more advantageous than the financing cost incurred by Transnet Freight Rail.

10. **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.

11. **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.

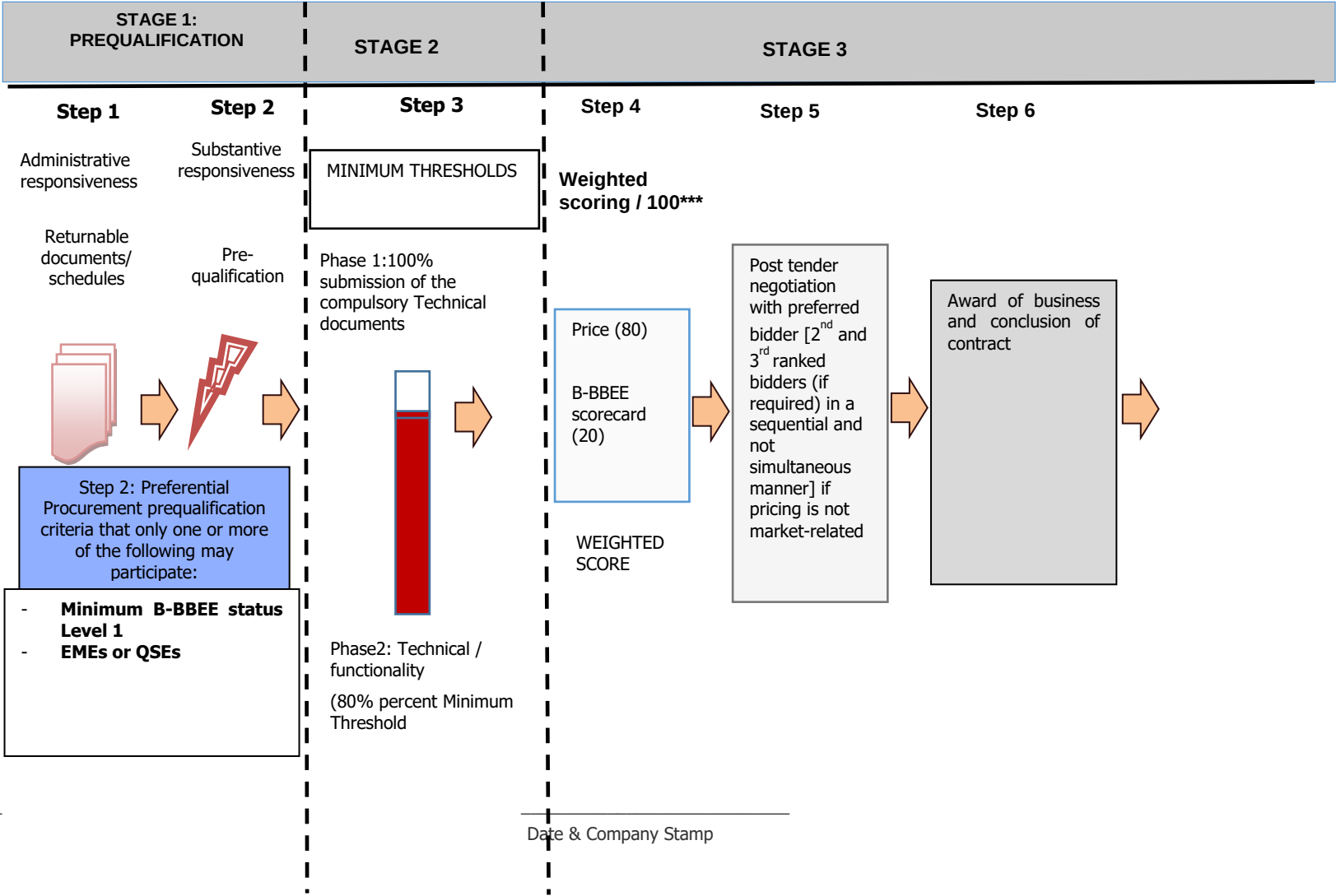
Transnet urges its clients, suppliers and the general public to report any fraud or corruption to

TIP-OFFS ANONYMOUS: 0800 003 05

SECTION 3
EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

10 Evaluation Criteria

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



1.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFQ Reference
• Completeness of response and returnable document	
• Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system	
• All pages of the bid submission is signed by the Bidder/Bidder	
• Verify if the Bid document has been duly signed by the authorised respondent	<i>All sections</i>

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

1.2 STEP TWO: Test for Substantive Responsiveness to RFQ

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

CHECK FOR SUBSTANTIVE RESPONSIVENESS	RFQ REFERENCE
- Whether any set prequalification criteria for preferential procurement have been met: - Sworn affidavit as proof of: - Minimum B-BBEE Level 1 and Exempted Micro Enterprises (EMEs) and/or Qualifying Small Enterprises Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 9 of this RFQ (submitted BBBEE Certificate or BBBEE sworn-affidavit)	<i>Section 2 - Paragraph 4</i>
Fully completed Quotation Form with priced 100%	<i>Section 4 - Quotation Form</i>
Compliance with Salary Schedule indicating labour regulated rates per Cleaner/Gardener	
SBD1 Form	
Whether the supplier is registered on the NT Central Supplier Database (CSD)	

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

1.3 STEP THREE: Technical/Functionality Criteria

1.4.1 Phase One: 100% Submission of technical Compulsory documents

Check for technical compliance	RFQ Reference
- Whether any Technical criteria set by Transnet have been met as follows: - Compliance to Transnet Specification (Clause by Clause Declaration) 100%	<i>Annexure A</i>
100% Completion of the SHE Management Questionnaire	<i>Annexure D</i>
Valid weed control certificate of registration from the Department of Agriculture Forestry and Fisheries for all supervisors (Gardening Services only)	

The test for technical compliance [Phase One] must be passed for a Respondent's Proposal to progress to Phase Two for further Technical/Functionality evaluations

1.4.2 Phase Two: Minimum Threshold 80% for Technical Criteria

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

CATEGORY 1& 2: CLEANING AND GARDENING

Criteria	Sub criteria	100% Weightings	Scoring guideline (0-5)
Bidder's Experience / Previous work done (Cleaning Services and Gardening,)	Bidders must submit 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 letterhead with their client's company stamp.	Maximum 5 points 50%	0= Reference letter/s or contracts submitted
			1= The tenderer has >0 – <3 months experience for contracts which reflect in all the areas listed, within a similar environment. (Cleaning Services and Gardening)
			2= The tenderer has >3 – <6 months experience for contracts which reflect in all the areas listed, within a similar environment. (Cleaning Services and Gardening I)
			3= The tenderer has >6 – <12 months experience for contracts which reflect in all the areas listed, within a similar environment. (Cleaning Services and Gardening
			4= The tenderer has >12 – <18 months experience for contracts which reflect in all the areas listed, within a similar environment. (Cleaning Services and Gardening I)
			5= The tenderer has >19 months experience for contracts which reflect in all the areas listed, within a similar environment. (Cleaning Services and Gardening
Service Implementation plan (Cleaning Services and Gardening)	1. Allocation of Customer Service Manager/Site Manager 2. Management of absenteeism, misconduct,	Maximum 5 points 50%	0= No Service Implementation Plan Provided
			1= Service Implementation Plan provided with one (1) requirement fully addressed with the listed areas (Cleaning Services and Gardening)

Criteria	Sub criteria	100% Weightings	Scoring guideline (0-5)
	insubordination and disciplinary process		2= Service Implementation Plan provided with (2) requirement fully addressed with the listed areas (Cleaning Services and Gardening)
	3. Communication and escalation process		3= Service Implementation Plan provided with three (3) requirement fully addressed with the listed areas (Cleaning Services and Gardening)
	4. Measurement of service quality and customer satisfaction		4= Service Implementation Plan provided with four (4) requirement fully addressed with the listed areas Cleaning Services and Gardening
	5. Response to emergencies		5= Service Implementation Plan provided with five (5) requirement fully addressed with the listed areas (Cleaning Services and Gardening)
Total Weighting:		100%	
Minimum qualifying score required:		80%	

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

	50%		100%	
	Points	Interpretation %	Points	Interpretation%
	0	0%	0	0%
	1	10%	1	20%
	2	20%	2	40%
	3	30%	3	60%
	4	40%	4	80%
	5	50%	5	100%
Final weighting evaluation based on 80/20 preference point	- Pricing and Price basis - B-BBEE status of the company Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.			

1.4 STEP FOUR: Evaluation and Final Weighted Scoring

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

Evaluation Criteria	RFQ Reference
Commercial offer	<i>Section 4</i>

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

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

Where:

Ps = Score for the Bid under consideration

Pt = Price of Bid under consideration

$Pmin$ = Price of lowest acceptable Bid

- Failure to price all items on the Pricing Schedule will result in disqualification

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

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

1.5 STEP FIVE: Post Tender Negotiations (if applicable)

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

1.6 STEP SIX: Award of business and conclusion of contract

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

11 Validity Period

Transnet requires a validity period of **03 MARCH 2022** 180 [Hundred and eighty] Business Days from the closing date of this RFQ.

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

12 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.

13 Returnable Documents

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

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

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

a) Mandatory Returnable Documents

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

Mandatory Returnable Documents	Submitted [Yes/No]
- Whether any set prequalification criteria for preferential procurement have been met: Sworn affidavit as proof of: - Minimum B-BBEE Level 1 and - Exempted Micro Enterprises (EMEs) and/or Qualifying Small Enterprises Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 9 of this RFQ (submitted BBBEE Certificate or BBBEE sworn-affidavit)	
Fully completed Quotation Form with priced 100%	
Compliance with Salary Schedule indicating labour regulated rates per Cleaner/Gardener	
SBD Form	
Whether the supplier is registered on the NT Central Supplier Database (CSD)	

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:

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

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]	FILE NO.
PHASE 1: 100% Compliance to specification and SHE Management Questionnaire 100% Compliance to Transnet Specification (Clause by Clause Declaration) 100% Completion of the SHE Management Questionnaire - Valid weed control certificate of registration from the Department of Agriculture Forestry and Fisheries for all supervisors (Gardening Services only)		
PHASE 2: Technical / Functionality Whether any technical threshold set by Transnet 80% have been met CLEANING, GARDENING, GRASS CUTTING AND WEED CONTROL SERVICES - Bidder's Experience / Previous work done 50% - Service Implementation plan 50%		

c) **Essential Returnable Documents:**

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

Essential Returnable Documents & Schedules	Submitted [Yes or No]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
SECTION 5: Certificate of Acquaintance with RFQ Documents	
Essential Returnable Documents & Schedules	Submitted [Yes or No]
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	

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

Price Schedule

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

CATEGORY 1: CLEANING

Asset no.	Description	Square Metres	Normal hours (07:30 - 16:00) Monday - Friday Cleaning services	Overtime (06:00-06:00) Monday to Friday including weekend and holiday Cleaning Saturday /Sunday & Public holiday Shift (Day Shift) 07h00 to 15h00	Rate per Square Metres	Rate per Square Metres per month	Total price for 12 months	Total price per 24 months including increase
Station Sasolburg – Depot Operations								
02AK204B	Mess & Ablution	±122m ²	x	x				
02AK205B	South control	±17m ²	x	x				

Returnable Document

02AK207B	Office / Mess & Ablution	±86.6m ²	x	x				
02AK215B	North Control	±11m ²	x	x				
04ZK107B	Carports	±107m ²	x	x				
02AK210B	Goods office	±560m ²	x	x				
Station Sasolburg – Depot Security								
02AK192J	Station building	±235m ²	x					
Station Sasolburg – Depot Order Entry								
02AK210B	Goods office	±560m ²	x	x				
04ZK108B	Carports	±107m ²	x	x				
Station Sasolburg – Depot Fire								
02AK196B	Office	±200.4m ²	x					
Station Sasolburg – Depot Infra telecoms								
02BK110B	Garages (telecom)	±25m ²	x					
Station Viljoensdrif -Depot Terminal / Vaalcon								
01DK053B	Office	±222m ²	x					
02BF008B	Office & toilet	±17.11m ²	x					
02NL651B	Toilets	±18m ²	x					

Respondent's Signature

Date & Company Stamp

Returnable Document

	(Parkhome)							
03RF013B	Carports	±536m ²	x					
03RF016B	Office porta	±18m ²	x					
03RF017B	Office container	±15m ²	x					
03RF018B	Kitchen container	±47.5m ²	x					
03RF019B	Office & toilets (container)	±40m ²	x					
11GK001B	Security Hut	±9m ²	x					
TOTAL PRICE FOR 24 MONTHS:								

ITEMS ON THE PRICE SCHEDULE SHOULD BE 100% PRICED. FAILURE TO DO SO WILL LEAD TO BIDDERS BEING DISQUALIFIED

 Respondent's Signature

 Date & Company Stamp

Returnable Document

CATEGORY 2: GARDENING

Asset no.	Description	Square Metres	Normal hours (07:30 - 16:00) Monday - Friday Gardening services	Rate per Square Metres	Rate per Square Metres per month	Rate per Square Metres for 12 months	Rate per Square Metres for 24 months including increase
Station Sasolburg – Depot Operations							
02AK204B	Mess & Ablution	±905m²	X				
02AK205B	South control						
02AK207B	Office / Mess & Ablution						
02AK215B	North Control						
04ZK107B	Carports						
02AK210B	Goods office						
Station Sasolburg – Depot Security							
02AK192J	Station building	±250m²	X				
Station Sasolburg – Depot Order Entry							
02AK210B	Goods office	±250m²	X				
04ZK108B	Carports						

Respondent's Signature

Date & Company Stamp

Returnable Document

Station Sasolburg – Depot Fire							
02AK196B	Office	±300m²	X				
Station Sasolburg – Depot Infra telecoms							
02BK110B	Garages (telecom)	±150m²	X				
Station Viljoensdrif -Depot Terminal / Vaalcon							
01DK053B	Office	±950m²	X				
02BF008B	Office & toilet						
02NL651B	Toilets (Parkhome)						
03RF013B	Carports						
03RF016B	Office porta						
03RF017B	Office container						
03RF018B	Kitchen container						
03RF019B	Office & toilets (container)						
11GK001B	Security Hut						
TOTAL PRICE FOR 24 MONTHS:							

ITEMS ON THE PRICE SCHEDULE SHOULD BE 100% PRICED. FAILURE TO DO SO WILL LEAD TO BIDDERS BEING DISQUALIFIED

 Respondent's Signature

 Date & Company Stamp

Returnable Document

1. GRAND TOTAL FOR ASSETS CONSUMABLES, EQUIPMENT, CHEMICALS, UNIFORMS, SAFETY CLOTHING, TRAINING, ADMIN & OTHER COSTS FOR A PERIOD OF TWELVE MONTHS (12 MONTHS)

EXCLUDING VAT: R _____

VAT INCLUSIVE: R _____

1.1. GRAND TOTAL FOR EMPLOYEE SALARIES (12 MONTHS) AND EXCLUDING VAT

EXCLUDING VAT: R _____

VAT INCLUSIVE: R _____

2. GRAND TOTAL FOR ASSETS CONSUMABLES, EQUIPMENT, CHEMICALS, UNIFORMS, SAFETY CLOTHING, TRAINING, ADMIN & OTHER COSTS AND EMPLOYEE SALARIES TWENTY-FOUR MONTHS FOR A PERIOD OF TWENTY-FOUR MONTHS (24 MONTHS)

EXCLUDING VAT: R _____

VAT INCLUSIVE: R _____

Respondent's Signature

Date & Company Stamp

GRAND TOTAL FOR CATEGORY 1& 2 OFFICE CLEANING, GARDENING, GRASS CUTTING & WEED CONTROL FOR 24 MONTHS:	
VAT 15% (IF APPLICABLE):	
GRAND TOTAL FOR CATEGORY 1 & 2 OFFICE CLEANING, GARDENING, GRASS CUTTING & WEED CONTROL FOR 24 MONTHS INCLUSIVE OF VAT (WHERE APPLICABLE):	

Respondent's Signature

Date & Company Stamp

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

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

Notes to Pricing:

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

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

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

SECTION 5

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

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

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

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

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

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

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

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

SIGNED at _____ on this _____ day of _____ 20____

Respondent's Signature

Date & Company Stamp

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 has had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. we have complied with all Obligations of the Bidder/Supplier as indicated in paragraph 3 of the Transnet Supplier Integrity Pact which includes but is not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
6. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner;
7. we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of Transnet including any person who may be involved in the evaluation and/or adjudication of this Bid;
8. we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet;
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **is / is not** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFQ; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER/EMPLOYEE:

Indicate nature of relationship with Transnet:

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

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

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this ____ day of _____ 20__

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

SECTION 7

B-BBEE PREFERENCE POINTS CLAIM FORM

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

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

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

1. GENERAL CONDITIONS

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

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

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

2. DEFINITIONS

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

based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

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

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

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

5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

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

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

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.

6.1

- 6.1 B-BBEE Status Level of Contribution: =(maximum of 20 points)
(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:

- 8.2 VAT registration number:

- 8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

8.6 **COMPANY CLASSIFICATION**

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

SECTION 8: SBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

Respondent's Signature

Date & Company Stamp

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

CATEGORY 1: CLEANING

100% CLAUSE BY CLAUSE COMPLIANCE TO TRANSNET SPECIFICATION

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

Bidders are to refer to the specifications (pages 7-25) for full detailed description RFQ For the provision of office cleaning, gardening, grass cutting & weed control at Sasolburg & Vaalcon for period a twenty-four (24) months.

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

CLAUSE NUMBER	COMPLY	DO NOT COMPLY
1 Background		
2. Service requirements		
2.1.1		
2.1.2		
2.1.3		
2.1.4		
2.1.5		
2.1.6		
2.1.7		
2.1.8		
2.1.9		
2.1.10		
2.1.11		
2.1.12		
2.1.13		
2.1.14		
2.2 Personal requirements		
2.2.1		
2.2.3		
2.2.3		
2.2.4		
2.2.5		

 Respondent's Signature

 Date & Company Stamp

2.2.6		
2.2.7		
2.3 Cleaning personnel		
2.3.1		
2.3.2		
2.3.3		
2.3.4		
2.3.5		
2.4.1		
2.4.1		
2.4.3		
2.4.4		
2.5 The Supervisor		
2.5.1		
2.5.2		
2.5.3		
2.5.4		
2.5.5		
2.5.6		
2.5.7		
2.5.8		
2.5.9		
2.5.10		
2.5.11		
2.5.12		
2.5.13		
2.5.14		
2.5.15		
2.5.16		

 Respondent's Signature

 Date & Company Stamp

2.6 Site Manager/Customer Service Manager		
2.6.1		
2.6.2		
2.6.3		
3 .Training		
3.1		
3.2		
3.3		
3.4		
4. Site File		
4.1		
4.2		
4.3		
5.Orientation Sessions		
5.1		
5.2		
6. Meetings		
6.1		
6.2		
6.3		
7. General Service Requirements		
7.1		
7.2		
7.3		
7.4		
7.5		
7.6		

 Respondent's Signature

 Date & Company Stamp

7.7		
8. Equipment		
8.1		
8.2		
8.3		
8.4		
8.5		
8.6		
9. Cleaning Consumables		
9.1		
9.2		
9.3		
9.4		
Scope of service and schedule		
10.1		
10.2		
10.3		
10.4		
10.5		
10.6		
10.7		
10.8		
10.9		
10.10		
10.11 Strip and seal		
10.11.1		

Respondent's Signature

Date & Company Stamp

11. Insurance		
1		

CATEGOR2: GARDENING

CLAUSE NUMBER FOR GARDENING, GRASS CUTTING & WEED CONTROL	COMPLY	DO NOT COMPLY
1. Garden service		
a		
b		
c		
d		
e		
f		
g		
h		
i		
j		
k		
l		
m		
n		
2. Supervision		
a		
b		
c		
d		
3. Equipment/materials/consumables		
4. Staff requirements/working hours		
a		
b		

Respondent's Signature

Date & Company Stamp

5.Uniform clothing		
a		
6. Site books		
a		
b		
c		
7. Terms of contract		
8.She compliance		
9.Payment		
10.Other trade suppliers		
a		
b		
c		
11.Compliance to regulatory requirements and registration		
12.Breach of contract		

 Respondent's Signature

 Date & Company Stamp

ANNEXURE B:

CATEGORY 1: CLEANING

**COMPLIANCE WITH SALARY SCHEDULE INDICATING LABOUR REGULATED RATES
PER CLEANER NORMAL HOURS: SASOLBURG & VILJOENSDRIF (VAALCON)**

#	ITEM	DESCRIPTION	AMOUNT
1	Basic monthly wage cost	R21.77 x 40 hours per week x 4.33 weeks	R 3 770,56
	Hourly rate	Hourly rate	R 21,77
	Daily rate	8 hrs per day	R 174,16
	Weekly wage cost	Hourly wage x 40 hours (week)	R 870,80
	Saturday rate	N/A	
	Sunday rate	N/A	
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 5 003,41
5	Total monthly labour cost (per total number of cleaners required	6	R 30 020,46

TOTAL LABOUR COST FOR THE CONTRACT PERIOD OF 24 MONTHS

(including all required cleaners and Supervisor)
R _____

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

Respondent's Signature

Date & Company Stamp

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 personell once contract is in place**
- * Please include the weekend and public holidays rates where applicable**

**COMPLIANCE WITH SALARY SCHEDULE INDICATING LABOUR REGULATED RATES
PER CLEANER INCLUDING OVERTIME: SASOLBURG**

#	ITEM	DESCRIPTION	AMOUNT
1	Basic monthly wage cost	R21.77 x 40 hours per week x 4.33 weeks	R 3 770,56
	Hourly rate	Hourly rate	R 21,77
	Daily rate	8 hrs per day	R 174,16
	Weekly wage cost	Hourly wage x 40 hours (week)	R 870,80
2	Saturday rate	6 hrs x R21.77= R130,62 x 4.33 weeks	R 565,58
3	Sunday rate	9 hrs x R21.77 = R195,93 x 4.33 weeks	R 848,38
4	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
5	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
6	Monthly Labour Cost (per 1 x cleaner)	A1 + A2 + A3 +A4 + A5	R 6 417,37
5	Total monthly labour cost (per total number of cleaners) required	3	R 19 252,11

TOTAL LABOUR COST FOR THE CONTRACT PERIOD OF 24 MONTHS

(including all required cleaners and Supervisor)
R _____

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

Signed by:

Respondent's Signature

Date & Company Stamp

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 personell once contract is in place**

*** Please include the weekend and public holidays rates where applicable**

Respondent's Signature

Date & Company Stamp

CATEGORY 2: GARDENING

COMPLIANCE WITH SALARY SCHEDULE INDICATING LABOUR REGULATED RATES PER GARDENER NORMAL HOURS: SASOLBURG & VILJOENSDRIF (VAALCON)

#	ITEM	DESCRIPTION	AMOUNT
1	Basic monthly wage cost	R21.77 x 40 hours per week x 4.33 weeks	R 3 770,56
	Hourly rate	Hourly rate	R 21,77
	Daily rate	8 hrs per day	R 174,16
	Weekly wage cost	Hourly wage x 40 hours (week)	R 870,80
	Saturday rate	N/A	
	Sunday rate	N/A	
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 gardener)	A1 + A2 + A3	R 5 003,41
5	Total monthly labour cost (per total number of gardeners required	3	R 15 010,23

TOTAL LABOUR COST FOR THE CONTRACT PERIOD OF 24 MONTHS

(including all required cleaners and Supervisor)

R _____

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

Signed by:

Respondent's Signature

Date & Company Stamp

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 personell once contract is in place**

*** Please include the weekend and public holidays rates where applicable**

ANNEXURE C

SWORN AFFIDAVIT

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)	
------------------	--	--

Respondent's Signature

Date & Company Stamp

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.

9. 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

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		(d) At least 12 days per annum of	

Respondent's Signature

Date & Company Stamp

material / beneficiation which include local manufacturing, production and /or assembly, and / or packaging		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: _____

Date: _____

Commissioner of Oath

Signature & stamp

ANNEXURE D

Tenderer SHE Management System Questionnaire

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 COIDA 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 to 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: -

6.2 **"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

- 22.2.5 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.

ANNEXURE E

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 HER 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			

Respondent's Signature

Date & Company Stamp

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

 Respondent's Signature

 Date & Company Stamp

5. Safety Communication

Month	Number of Safety talks held	Remarks

Attach separate sheets for further or other details

.....

Name of Contractor Representative

.....

Signature

.....

Date