



## **TRANSNET FREIGHT RAIL**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

## **REQUEST FOR PROPOSAL [RFP]**

**FOR THE PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING AND WEED CONTROL SERVICES AT KRUGERSDORP, LUIPAARDSVLEI, ROODEPOORT AND LANGLAAGTE FOR A PERIOD OF TWENTY-FOUR MONTHS.**

<b>RFP NUMBER</b>	<b>HOAC-LLU-36784</b>
<b>ISSUE DATE:</b>	<b>10 January 2022</b>
<b>CLOSING DATE:</b>	<b>17 February 2022</b>
<b>CLOSING TIME:</b>	<b>10:00 AM</b>
<b>BID VALIDITY PERIOD:</b>	<b>180 Business Days from Closing Date (04 November 2022)</b>

**PREQUALIFICATION CRITERIA - ONLY RESPONDENTS FALLING IN THE FOLLOWING CATEGORIES MAY RESPOND TO THIS RFP:**

- **RESPONDENTS MUST BE EXEMPTED MICRO ENTERPRISES AND/OR QUALIFYING SMALL ENTERPRISES WITH A MINIMUM B-BBEE LEVEL 1. FAILURE TO SUBMIT VALID PROOF OF THE RESPONDENT'S COMPLIANCE WITH THE B-BBEE REQUIREMENTS STIPULATED IN SECTION 9 OF THIS RFP (THE B-BBEE PREFERENCE POINTS CLAIM FORM) AT THE CLOSING DATE OF THIS RFP, WILL RESULT IN DISQUALIFICATION.**
- **PLEASE SUBMIT TWO (2) SETS DOCUMENTS: ORIGINAL & COPY (AS WELL AS AN USB) THE ENVELOPES MUST BE MARKED WITH TENDER NUMBER AND THE CLOSING DATE.**

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ANNEXURE C	100% COMPLETION OF SHE MANAGEMENT QUESTIONNAIRES
ANNEXURE D	SECTION 37 MANDATORY AGREEMENT
ANNEXURE E	CLEANING SERVICES HEALTH AND SAFETY TENDER ASSESMENT
ANNEXURE F	TFR SHE SPECIFICATION
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ANNEXURE J	TRANSNET'S SUPPLIER INTEGRITY PACT
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**RFP FOR THE PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING AND WEED CONTROL SERVICES AT KRUGERSDORP, LUIPAARDSVLEI, ROODEPOORT AND LANGLAAGTE FOR A PERIOD OF TWENTY-FOUR MONTHS.**

**SECTION 1: SBD1 FORM**

**PART A**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET FREIGHT RAIL, A DIVISION TRANSNET SOC LTD</b>							
BID NUMBER:	HOAC-LLU-36784	ISSUE DATE:	10 January 2022	CLOSING DATE:	17 February 2022	CLOSING TIME:	10:00 am
DESCRIPTION	PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING AND WEED CONTROL SERVICES AT KRUGERSDORP, LUIPAARDSVLEI, ROODEPOORT AND LANGLAAGTE FOR A PERIOD OF TWENTY-FOUR MONTHS.						
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>							
Ground Floor Inyanda House 1 21 Wellington Road Parktown							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	Brenda Baloyi			CONTACT PERSON	.....		
TELEPHONE NUMBER	011 584 0662			TELEPHONE NUMBER	.....		
E-MAIL ADDRESS	<a href="mailto:Brenda.Baloyi@Transnet.net">Brenda.Baloyi@Transnet.net</a>			E-MAIL ADDRESS	.....		
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT			[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>							

Respondent's Signature

Date & Company Stamp

<b>1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>			
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>			
<b>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.</b>			

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. TAX COMPLIANCE REQUIREMENTS</b>
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: \_\_\_\_\_

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

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

**SECTION 2: NOTICE TO BIDDERS****1 INVITATION TO BID**

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

<b>DESCRIPTION</b>	<b>Provision of Office Cleaning, Gardening, Grass Cutting and Weed Control Services at Krugersdorp, Luipaardsvlei, Roodepoort and Langlaagte For A Period of Twenty-Four Months.</b>
<b>TENDER ADVERT</b>	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
<b>RFP DOWNLOADING</b>	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> <li>Click on "Tender Opportunities";</li> <li>Select "Advertised Tenders";</li> <li>In the "Department" box, select Transnet SOC Ltd.</li> </ul> <p>Once the tender has been located in the list, click on the "Tender documents" tab and process to download all uploaded documents.</p> <p>The RFP may also be downloaded from the Transnet website at <a href="http://www.transnet.net">www.transnet.net</a> free of charge. To access the Transnet eTender portal, please click <a href="https://www.transnetfreightrail-tfr.net/Supplier/Pages/Tenders.aspx">https://www.transnetfreightrail-tfr.net/Supplier/Pages/Tenders.aspx</a></p> <p>To download RFP and Annexures,</p> <ul style="list-style-type: none"> <li>Scroll towards the bottom right hand side of the page,</li> <li>On the blue window click on "Transnet SOC Ltd" or Select Operating Division.</li> </ul>
<b>COMMUNICATION</b>	<p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
<b>ISSUE AND COLLECTION DATE DEADLINE</b>	Bidders are to note that the RFP documents will be available for download from <b>10 January 2022</b> until <b>16 February 2022</b> .
<b>BRIEFING SESSION</b>	No –Refer to paragraph 2 for details.
<b>CLOSING DATE</b>	<p><b>10:00 am on Thursday 17 February 2022.</b></p> <p>Bidders must ensure that bids are delivered timeously to the correct address.</p> <p>As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.</p>

<b>BID OPENING</b>	A public opening <b>will not</b> be held for this bid, however Respondents will be provided with a copy of the opening register indicating the names of the Respondents, upon request.
<b>VALIDITY PERIOD</b>	<p><b>04 November 2022 (180 Business Days from Closing Date)</b></p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</p> <p>With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 11.12</p>

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

## 2 FORMAL BRIEFING

A formal briefing session will not be held but should Respondents have specific queries they should email these to the Transnet employee(s) indicated in paragraph 7 [Communication] below:

## 3 PROPOSAL SUBMISSION

Proposals must be addressed on the cover as follows:

The Secretariat, Transnet Acquisition Council  
RFP No: HOAC-LLU-36784  
Description: PROVISION OF OFFICE CLEANING, GARDENING, GRASS CUTTING AND WEED CONTROL SERVICES AT KRUGERSDORP, LUIPAARDSVLEI, ROODEPOORT AND LANGLAAGTE FOR A PERIOD OF TWENTY-FOUR MONTHS.

Closing date and time: **17 February 2022 @ 10:00 am**  
Closing address: THE SECRETARIAT  
TRANSNET ACQUISITION COUNCIL  
GROUND FLOOR TENDER BOX  
INYANDA HOUSE 1  
21 WELLINGTON ROAD  
PARKTOWN

## 4 RFP INSTRUCTIONS

- 4.1 The measurements of the "tender slot" are 350mm wide x 200mm high. Bid responses which are larger than the dimensions mentioned must be split into two or more files and clearly marked. **Transnet will not be held responsible if bid documents do not comply with the mentioned dimensions and Respondents experience difficulty in submitting their bids as a result.**
- 4.2 It should also be noted that the above tender box is located at the ground level Inyanda House 1, Wellington Road Parktown and is accessible to the public 24 hours per day, seven days a week.
- 4.3 Proposals must be submitted in duplicate hard copies [1 original and 1 copy] and must be bound.

- 4.4 Sign one set of original documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy. A duplicate set of documents is also required. This second set must be a copy of the original signed Proposal.
- 4.5 Both sets of documents are to be submitted to the address specified, and Respondents must ensure that the original and copies (where applicable) are identical in all respects.
- 4.6 A CD copy of the RFP Proposal must be submitted. Please provide files in PDF versions, noting that the signed original set will be legally binding.
- 4.7 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- 4.8 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 4.9 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 13 below (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

## **5 JOINT VENTURES OR CONSORTIUMS**

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

## **6 PREFERENTIAL PROCUREMENT PREQUALIFICATION CRITERIA**

### **6.1. Minimum B-BBEE level**

Transnet has decided to set a minimum B-BBEE threshold for participation in this RFP process. Respondents must be Exempted Micro Enterprises and/or Qualifying Small Enterprises with a minimum B-BBEE level 1. and Respondents who fails to meet this pre-qualifying criterion will be regarded as an unacceptable bid.



## 7 COMMUNICATION

- 7.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted to [Brenda.Baloyi@Transnet.net](mailto:Brenda.Baloyi@Transnet.net) before **12:00 pm on 10 February 2022**, substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.
- 7.2 After the closing date of the RFP, a Respondent may only communicate with the Secretariat of the Transnet Acquisition Council, at telephone number at telephone number **011 584 0821**, email [Prudence.Nkabinde@Transnet.net](mailto:Prudence.Nkabinde@Transnet.net) on any matter relating to its RFP Proposal.
- 7.3 Respondents are to note that changes to its submission will not be considered after the closing date.
- 7.4 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- 7.5 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

## 8 CONFIDENTIALITY

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

## 9 COMPLIANCE

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

## 10 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.

## 11 DISCLAIMERS

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

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

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

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

## **12 LEGAL REVIEW**

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business. A material deviation from the Standard terms or conditions could result in disqualification.

## **13 SECURITY CLEARANCE**

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

## **14 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE**

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Respondents must register on the CSD prior to submitting their bids.

Business may not be awarded to a Respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD.

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

## 15 TAX COMPLIANCE

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

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

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

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

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

**TIP-OFFS ANONYMOUS:**


**Ethics Helpdesk** (Pty) Ltd.  
ETHICS Management System™

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

 <b>Complete a Form</b> <small>Complete a form with all the details, with no data charge.</small>	 <b>AI Voice Bot "Jack"</b> <small>Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.</small>	 <b>What's App</b> <small>Speak to an Agent via What's App.</small>	 <b>Speak to an Agent</b> <small>Speak to an Agent via the platform with no call or data charge</small>	 <b>Telegram</b> <small>Speak to an Agent via Telegram</small>
--	--	--	--	---

 **0800 033 056**

 **086 551 4153**

 [reportit@ethicshelpdesk.com](mailto:reportit@ethicshelpdesk.com)

 **\*120\*0785980808#**

Respondent's Signature

Date & Company Stamp

### **SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS**

#### **1 BACKGROUND**

Transnet Freight Rail (TFR) aims to request proposals from different service provider for the provision of good quality cleaning, gardening, grass cutting and weed control services at Krugersdorp, Luipaardsvlei, Roodepoort And Langlaagte for a period of twenty-four (24) months.

Office cleaning services includes day and nightshift including weekend and Public Holidays. Workplace housekeeping is fundamental to maintain a clean, tidy and safe working environment. A clean, tidy and safe working environment reduces injury, increases productivity and boost morale.

##### **1.1 EXECUTIVE OVERVIEW**

The scope of works includes cleaning of building's internal floors, ablutions, kitchens, deep cleaning, vacuuming, external surroundings, gardening services (including cutting of grass and weed control), and other cleaning-related and complementary services in four (04) areas (Krugersdorp, Luipaardsvlei, Roodepoort And Langlaagte).

The service provider shall provide all necessary machinery, tools and materials for the proper cleaning and gardening services 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 (Occupational Health and Safety 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.

## 1.2 SCOPE OF REQUIREMENTS

Transnet reserves the right to award business per category to one or more Service Provider(s) for the provision of office cleaning, gardening, grass cutting and weed control services at Krugersdorp, Luipaardsvlei, Roodepoort And Langlaagte for a period of twenty-four months.

Respondents are required to select and confirm the specific category that they intend submitting a proposal for depending on their area of specialty.

Respondents are permitted to bid for one or more categories.

Description	Select
Category 1: Provision of office cleaning services at Krugersdorp, Luipaardsvlei, Roodepoort And Langlaagte for a period of twenty-four (24) months	
Category 2: Provision of gardening, grass cutting and weed control services at Krugersdorp, Luipaardsvlei, Roodepoort And Langlaagte for a period of twenty-four (24) months.	

## 1.3 SCOPE OF WORK FOR OFFICE CLEANING

### 1.4. General Service requirement

N.B The below mentioned requirement will form part of the SLA between Transnet and the awarded bidder.

- 1.4.1. 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.
- 1.4.2. The Selected bidder shall conduct proper training and induction of cleaning requirements to ensure personnel are well-trained in all areas they service.
- 1.4.3. 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.
- 1.4.4. The minimum requirements and frequency of intervention are as illustrated in the schedule.
- 1.4.5. The Selected bidder's cleaning programme must demonstrate fair distribution of the workload; ensuring that each and every person is productive.
- 1.4.6. 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.
- 1.4.7. This contract requires hands-on supervision with each Supervisor being aware of the contribution of their personnel. The Supervisor must competent and ensure the personnel receive the required training.
- 1.4.8. Service concerns and areas of development will also form part of the Supervisor's responsibilities to ensure personnel are developed and given the right support.
- 1.4.9. The bidder shall meet the minimum capacity requirements for resources i.e. plant, machinery and personnel.
- 1.4.10. 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.
- 1.4.11. Duties and responsibilities assigned to personnel must be well balanced in the allocated working area.

- 1.4.12. 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.
- 1.4.13. 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.
- 1.4.14. Monday to Sunday (including public holidays) for Operations Depots that require 24/7 cleaning.
- 1.4.15. 24/7 working hours for 24/7 operational depots are as follows:
- 1.4.16. Night shift to include 18h00 to 06h00
- 1.4.17. Saturday / Sunday / Public holidays from 07h00 to 15h00
- 1.4.18. Transnet shall monitor the cleaning activities to ensure adherence to the agreement.

### **1.5. Personnel requirements**

- 1.5.1. 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.
- 1.5.2. Bidder is expected to allocate as a minimum the number of personnel stipulated in the schedule to the contract.
- 1.5.3. 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 A: Personnel required

Krugersdorp, Luipaardsvlei, Roodepoort And Langlaagte	13 cleaners <b>(day shift)</b>
Krugersdorp and Roodepoort	4 cleaners <b>(night shift and Weekends)</b>
<b>Total staff</b>	<b>17 cleaners</b> (Including supervisors)

- 1.5.4. 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.
- 1.5.5. 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.
- 1.5.6. Transnet prefer low supervisor to personnel ration to avoid Supervisors being overwhelmed by the large number of employees to supervise.
- 1.5.7. There must be good coordination and communication between supervisors and their subordinate, and teams must be efficiently managed.

**1.6. Cleaning personnel**

- 1.6.1. Cleaners should be observant, keen, alert, efficient, willing and pleasant; and adequately trained to guarantee a high cleaning standard.
- 1.6.2. Personnel shall at all times be neatly dressed in identifiable uniform.
- 1.6.3. 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).
- 1.6.4. 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 1.7 (Relief Staff)
- 1.6.5. 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.

**1.7. Relief staff**

- 1.7.1. 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.
- 1.7.2. The contractor is expected to have bank of temporary relief staff as contingency to absenteeism.
- 1.7.3. 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.
- 1.7.4. In case of emergency or unplanned leave, the Site Manager shall be allowed until 09h00 to have the substitute staff on site.

**1.8. The Supervisor**

- 1.8.1. 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.
- 1.8.2. Such supervisor shall be on the premises daily to report and where possible remedy any faults or irregularities which may affect daily operation.
- 1.8.3. The Supervisor must escalate all faults, health and safety concerns and maintenance issues reported by personnel to Property Management.
- 1.8.4. 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.
- 1.8.5. The Supervisor must furthermore ensure the balance of activities between personnel, working time, equipment and supplies required to execute the tasks.
- 1.8.6. The supervisor shall draw-up daily work schedules for staff under their management.
- 1.8.7. The Supervisor shall ensure relevant personnel are registered in the work schedules including areas to which they are assigned.
- 1.8.8. 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.
- 1.8.9. 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.

- 1.8.10. The Supervisor shall perform daily walk-about and evaluation of all cleaning operations for areas under their supervision.
- 1.8.11. The onsite Supervisor must be able to conduct a work orientation of the service personnel are to provide in areas of the buildings.
- 1.8.12. 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.
- 1.8.13. The Supervisor must ensure balanced and even distribution of equipment and consumables between personnel.
- 1.8.14. 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.
- 1.8.15. People skills, basic math, training ability and scheduling are few of the skill sets required of competent Supervisor assigned to this contract.
- 1.8.16. A well-motivated supervisor shall go a long way in providing good service to Transnet and its employees.

#### **1.9. Site Manager/Customer Service Manager**

- 1.9.1. The Service provider shall appoint a Site Manager/Customer Service Manager to the contract.
- 1.9.2. 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.
- 1.9.3. 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.

#### **1.10. Training**

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

#### **1.11. Site File**

- 1.11.1. 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.
- 1.11.2. The Service provider will be required to provide a comprehensive site file within 30 days after appointment.



- 1.11.3. 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.

**1.12. Orientation sessions**

- 1.12.1. Orientation sessions will be conducted annually by the Property Manager for the newly appointed Service provider and staff.
- 1.12.2. 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.

**1.13. Meetings**

- 1.13.1. 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.
- 1.13.2. Emergency meetings may be held in urgent and emergency situations.
- 1.13.3. 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.

**1.14. General service requirements**

- 1.14.1. The Contractor shall provide and promote good customer service.
- 1.14.2. Display openness and transparency
- 1.14.3. Utilise protective clothing in all cleaning functions as appropriate
- 1.14.4. Ensure timeous cleaning of venues before and after events
- 1.14.5. Display signage all times in areas where cleaning personnel are working.
- 1.14.6. 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.
- 1.14.7. Contractor's staff are prohibited from taking in their possession any objects property of Transnet irrespective of size or value.

**1.15. Equipment**

- 1.15.1. The service Provider shall supply all equipment and tools required to render the daily cleaning service.
- 1.15.2. Maintenance of equipment shall be responsibility of the Service Provider and all costs associated with maintenance of equipment shall be borne by him.
- 1.15.3. The Service Provider shall ensure that defective equipment is either 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.

<b>Equipment list</b>	
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	

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

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

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

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### **1.16. Cleaning consumables**

- 1.16.1. The contractor shall provide chemicals and materials which are not harmful to either persons or the environment.
- 1.16.2. MSDS will be required from the winning bidder before product are used.
- 1.16.3.

<b>List of consumables</b>
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

### **1.17. Scope of service and schedule**

- 1.17.1 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.
- 1.17.2 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.
- 1.17.3 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.
- 1.17.4 It shall be the responsibility of related employees to ensure adherence to good governance and have all confidential documentation kept under lock and key.

### **1.18. Cleaning of floor types**

#### **1.18.1 Polished concrete floors**

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

#### **1.18.2 Tiles**

- 1.18.2.1 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.
- 1.18.2.2 SABS 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.

#### **1.18.3 Terrazzo**

- 1.18.3.1 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.
- 1.18.3.2 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.

#### **1.18.4 White or Coloured Rubbed Granite**

- 1.18.4.1 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.

#### **1.18.5 Marble**

- 1.18.5.1 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.
- 1.18.5.2 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.

#### **1.18.6 Thermo-Plastic (asphalt or Vinyl) Tiles**

- 1.18.6.1 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.
- 1.18.6.2 Apply a thin film of water emulsion Polymer type polish which is self-polishing and dries with a bright surface in about 20 minutes.
- 1.18.6.3 After repeated applications of polish, a “build-up” old polish may occur – this may be removed by the use of SABS approved concentrated detergent cleanser of the appropriate type of stripping agent.

#### **1.18.7 Quarry Tiles**

- 1.18.7.1 Sweep clean of all dust – scrub with an approved liquid detergent solution - wash down thoroughly with clean water and dry thoroughly with clean cloth.
- 1.18.7.2 If a dust free surface is required a coat of spirit solvent wax can be applied.
- 1.18.7.3 Allow drying out and when thoroughly dried buff to a brilliant finish preferably with a suitable polishing machine.  
N.B. Do not use pigmented polishes without prior consent from the Manager.

#### **1.18.8 Teak Block Floors**

- 1.18.8.1 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.
- 1.18.8.2 Allow the liquid polish time to harden. Buff daily with a suitable polishing machine.

#### **1.18.9 Glazed Tiles**

- 1.18.9.1 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 1m<sup>2</sup> at one time. This allows time to rinse before the cleaning solution has had time to dry and cause streaks.

#### **1.18.10 Linoleum**

- 1.18.10.1 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.

#### **1.18.11 Rubber Flooring**

- 1.18.11.1 Before waxing it is essential that the surface should be perfectly clean.
- 1.18.11.2 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.
- 1.18.11.3 The best method of cleaning of the rubber floor is by means of a paste cleanser applied with a damp cloth.
- 1.18.11.4 Thorough rinsing is essential, again a minimum amount of water should be used and the floor dried thoroughly with a clean cloth.
- 1.18.11.5 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.
- 1.18.11.6 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, benzine and paraffin attack rubber flooring causing it to become soft and sticky and “bleeding” of colours may occur.

#### **1.18.12. Cork Flooring**

- 1.18.12.1 The floor should first be cleaned with a good quality neutral soap or detergent.
- 1.18.12.2 A minimum amount of water should be used as excess water may seep between the tiles and loosen them from the floor.
- 1.18.12.3 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.
- 1.18.12.4 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.
- 1.18.12.5 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.
- 1.18.12.6 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.

#### **1.18.13 Painted Surface (Oil)**

##### **1.18.13.1 Flat finish**

- 1.18.13.1.1 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.
- 1.18.13.1.2 Persistent stains may be removed by the sparing use of a fine abrasive paste or powder.

##### **1.18.13.2 High gloss finishes**

- 1.18.13.2.1 As above, but do not use any form of abrasive to remove stains.
- 1.18.13.2.2 The use of washing soda or any other highly alkaline material should also be avoided.
- 1.18.13.2.3 For a superior finish a high quality paste wax can be applied and buffed to the required finishes.

#### **1.18.14 Stainless Steel**

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

#### **1.18.15 Bronze Finishes**

- 1.18.15.1 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.
- 1.18.15.2 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.

#### **1.18.16 Aluminium**

- 1.18.16.1 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.

#### **1.18.17 Chrome Finishes**

- 1.18.17.1 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.

#### **1.19. Windows and blinds**

- 1.19.1 Blinds in offices to be deep cleaned twice a year;
- 1.19.2 High windows to be cleaned four times a year;
- 1.19.3 Window sills must be wiped clean of all dust daily;
- 1.19.4 Window handles must be cleaned and polished with metallic polish once monthly;
- 1.19.5 All ground and eye level windows (inside and outside) must be cleaned once monthly.

#### **1.20. Doors**

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

**1.21. Walls and surfaces**

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

**1.22. Restrooms and ablution facilities:**

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

**1.23. Equipment and appliances**

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

**1.24. Workstations**

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

**1.25. Upholstery (suites, chairs, couches etc.)**

- 1.25.1 Deep cleaning of upholstered furniture quarterly.

**1.26. Cleaning scope and schedule**

- 1.26.1 Water/detergent solutions must be changed frequently and cleaning must be done with clean water solution.
- 1.26.2 Soil must be removed from the equipment by scraping the surfaces or soft rubbing depending on surface type, and swept off prior to application of water solution.

Area	Cleaning function	Frequency
Offices, workstations, boardrooms and entertainment areas		
Office equipment, Photocopier Machines, Printers , Phones, handsets, computers/Laptops	Dust all equipment with microfiber cloth	Twice weekly
	Wipe clean with clean damp cloth	Twice weekly
Desk, tables, chairs	Dust clean with microfiber cloth	Twice weekly
	Wipe clean with clean damp cloth	Twice weekly
	Polish with furniture/wood polish	Twice weekly



Waste bins	Empty bins in morning and afternoon Wipe bins clean Disinfect with liquid disinfectant	Twice daily  Daily Daily
Floors	<Clean according to floor type>	Daily
<b>Kitchen</b>		
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
<b>Rest rooms and ablution facilities</b>		
Ablutions must be cleaned fully once a day (in the morning) and spot cleaned in the afternoon. In a reception area or in high traffic areas ablutions must be fully cleaned twice daily.		
Toilet bowls	Wash the inside with soapy solution and toilet brush Wipe clean with clean damp cloth Sanitize	Twice daily
Urinals	Wash the inside with soapy solution and brush Wipe clean with clean damp cloth Sanitize	Twice daily
Hand basins	Wash with soapy solution and cloth Wipe clean with clean damp cloth Sanitize	Twice daily
Taps	Wash with soapy solution and cloth Wipe clean with clean damp cloth	

	Sanitize	
Mirrors	Wipe clean with damp cloth and window cleaner dry with dry cloth Shine with cloth and window cleaner	Daily
Floors	<Clean according to floor type>	Daily
Walls and wall tiles	Wipe with damp cloth Disinfect Spot clean	Daily  When required
Doors, door frames and handles	Spot clean Wipe with damp cloth and polish	When required Weekly
Vanity tops	Clean with cloth and soapy solution Sanitise	Daily
Toilet equipment (paper dispensers, SHE Bins, waste bins, etc.)	Clean and wipe with damp cloth and disinfectant solution Disinfect	Weekly  Weekly
Common rooms and areas (reception areas, entrance hall)		
Furniture	Dust Polish with furniture/wood polish Steam clean	Daily Weekly Quarterly
Upholstery	Dust 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

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## Common facilities and amenities that require cleaning function:

Facility/amenity	Cleaning function	Frequency
<b>Waste bins</b>		
All waste bins	Empty Wipe clean Disinfect	Twice daily Daily
<b>Blinds</b>		
Blinds	Dust clean Damp wipe Vacuum	Weekly Weekly Twice yearly
<b>Curtains</b>		
Curtain	Dust and fluff dust off	Weekly
Curtain rail	Dust clean Wipe with damp cloth	Monthly
<b>Windows</b>		
Interior windows	Wipe clean with damp cloth and window cleaner	Weekly
	Dry and shine	
	Wash thoroughly	Quarterly
Exterior windows	Wash thoroughly	Quarterly
Window sills	Dust clean	Weekly
	Wipe with damp cloth	
	Polish	
Window burglar proofing	Dust clean	Weekly
	Wipe with damp cloth	Weekly
<b>Doors</b>		
Burglar gates	Dust clean	Weekly
	Wipe with damp cloth	Weekly
Door handles	Wipe with damp cloth	Weekly
	Polish	Weekly
Glass doors	Wipe clean with damp cloth and window cleaner Dry and shine	Weekly
<b>Carpets</b>		
Fitted carpets	Vacuum/dry cleaning	Weekly
	Spot clean	When required
	Steam clean	Quarterly
Loose mats	Vacuum	Weekly
	Spot clean	When required
	Steam clean	Quarterly

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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

**1.27. Carpet shampooing/Dry cleansing to be done quarterly**

**1.27.1 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.

**1.27.2 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.

**1.27.3 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.

**1.28. Strip and seal**

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

**1.29. Insurance**

1.29.1 The service provider will be required to have insurance to protect himself and Transnet against liability claims. Proof of such insurance must be submitted within 7 days of having been appointed.  
Insurance of workmen in terms of provisions of the Compensation for Occupational Injuries and Disease Act No.130 of 1993.

**1.30 LIST OF ASSETS***1.30.1 Krugersdorp, Luipaardsvlei, Roodepoort And Langlaagte*

<b>Department</b>	<b>Asset no.</b>	<b>Description</b>	<b>Square metres</b>	<b>Normal Hours (07:00 - 15:00) Monday - Friday cleaning services</b>	<b>Overtime (06:00 - 06:00) Monday to Friday including Weekend and holiday cleaning Saturday/Sunday &amp; Public holidays (Day Shift) 07h00 to 15h00</b>
Krugersdorp Operations	02AL277J	Goods Office	±234m <sup>2</sup>	<b>x</b>	<b>x</b>
Krugersdorp Operations	02AL270J	Cabin Shunters	±17m <sup>2</sup>	<b>x</b>	<b>x</b>
Krugersdorp Operations	02AL280J	Control Point	±46m <sup>2</sup>	<b>x</b>	<b>x</b>
Krugersdorp Operations	02AL269J	Mess & Ablution	±16m <sup>2</sup>	<b>x</b>	<b>x</b>
Krugersdorp Operations	02AL275J	Mess & Ablution	±268m <sup>2</sup>	<b>x</b>	<b>x</b>
Krugersdorp Operations	11GG062J	Security Hut	±9m <sup>2</sup>	<b>x</b>	<b>x</b>
Krugersdorp Resource Management	02AL274J	Office	±16m <sup>2</sup>	<b>x</b>	

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Date &amp; Company Stamp

Department	Asset no.	Description	Square metres	Normal Hours (07:00 - 15:00) Monday - Friday cleaning services	Overtime (06:00 - 06:00) Monday to Friday including Weekend and holiday cleaning Saturday/Sunday & Public holidays (Day Shift) 07h00 to 15h00
Krugersdorp Infrastructure Telecoms	02YL196J	Telecoms building	±178m <sup>2</sup>	x	
Krugersdorp Infrastructure Telecoms	05ZL058J	Lapa	±19m <sup>2</sup>	x	
Krugersdorp Infrastructure Telecoms	11AL088J	Store	±5m <sup>2</sup>	x	
Krugersdorp Infrastructure Telecoms	No number	Security Hut	±4m <sup>2</sup>	x	
Krugersdorp Risk Management	02AL272J	Office	±23m <sup>2</sup>	x	
Krugersdorp Risk Management	02AL276J	Office	±43m <sup>2</sup>	x	
Krugersdorp Risk Management	03LL142J	Carport	±51m <sup>2</sup>	x	
Krugersdorp Order Entry	02AL170J	Office	±135m <sup>2</sup>	x	
Luipaardsvlei/Factoria Infra Telecoms	02BG189J	Offices	±2808m <sup>2</sup>	x	
Langlaagte Security	02AL025J	Mess & Ablution	±62m <sup>2</sup>	x	
Langlaagte Security	11GG057J	Security Hut	±9m <sup>2</sup>	x	

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Department	Asset no.	Description	Square metres	Normal Hours (07:00 - 15:00) Monday - Friday cleaning services	Overtime (06:00 - 06:00) Monday to Friday including Weekend and holiday cleaning Saturday/Sunday & Public holidays (Day Shift) 07h00 to 15h00
Langlaagte Infrastructure Telecoms	02AL050J	Office	±444m <sup>2</sup>	x	
Langlaagte Infrastructure Telecoms	02AL052J	Mess & Ablution	±172m <sup>2</sup>	x	
Langlaagte Infrastructure Telecoms	02AL053J	Tool Shed	±105m <sup>2</sup>	x	
Langlaagte Infrastructure Telecoms	02AL111J	Store	±41m <sup>2</sup>	x	
Langlaagte Infrastructure Telecoms	03NG040J	Carports	±25m <sup>2</sup>	x	
Langlaagte Infrastructure Telecoms	03HL020J	Store	±86m <sup>2</sup>	x	
Langlaagte Supply Chain Services	02BL044J	Clothing Store	±2893m <sup>2</sup>	x	
Langlaagte Supply Chain Services	03MG120J	Carports	±194m <sup>2</sup>	x	
Langlaagte - 45 Main Reef Fire	03BB008J	Workshop & Office	±1440m <sup>2</sup>	x	
Langlaagte - 45 Main Reef Fire	02AB547J	Mess & Ablution	±214m <sup>2</sup>	x	

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Department	Asset no.	Description	Square metres	Normal Hours (07:00 - 15:00) Monday - Friday cleaning services	Overtime (06:00 - 06:00) Monday to Friday including Weekend and holiday cleaning Saturday/Sunday & Public holidays (Day Shift) 07h00 to 15h00
Langlaagte - 45 Main Reef Fire	03NB031J	Carport + Guard room	±12m <sup>2</sup>	x	
Langlaagte - 45 Main Reef Infra Electrical	03BB009J	Store	±589m <sup>2</sup>	x	
Roodepoort Operations	02AL186J	Office / Shunter's cabin	±16m <sup>2</sup>	x	x
Roodepoort Operations	02AL187J	Mess & Ablution	±115m <sup>2</sup>	x	x
Roodepoort Operations	03LG216J	Carport	±79m <sup>2</sup>	x	x
Roodepoort Operations	No Asset number	Security Hut	±9m <sup>2</sup>	x	x
Roodepoort Infrastructure	02AL203J	Toilet	±74m <sup>2</sup>	x	
Roodepoort Infrastructure	02AL206J	Office	±108m <sup>2</sup>	x	
Roodepoort Infrastructure	02AL729J	Locker Room	±27m <sup>2</sup>	x	
Roodepoort Infrastructure	02ML520J	Sleep Quarters	±33.90m <sup>2</sup>	x	

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Department	Asset no.	Description	Square metres	Normal Hours (07:00 - 15:00) Monday - Friday cleaning services	Overtime (06:00 - 06:00) Monday to Friday including Weekend and holiday cleaning Saturday/Sunday & Public holidays (Day Shift) 07h00 to 15h00
Roodepoort Infrastructure	02ML522J	Mess & Ablution	±24m <sup>2</sup>	x	
Roodepoort Infrastructure	02ZL165J	Fuel Store	±18m <sup>2</sup>	x	
Roodepoort Infrastructure	03FL260J	Store	±33m <sup>2</sup>	x	
Roodepoort Infrastructure	03FL258J	Store	±32m <sup>2</sup>	x	
Roodepoort Infrastructure	03RL277J	Carports	±174m <sup>2</sup>	x	

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**SCOPE OF WORK FOR GARDENING SERVICES FOR THE FOLLOWING CATEGORIES:**

Description
Category 2: Provision of gardening, grass cutting and weed control services at Krugersdorp, Luipaardsvlei, Roodepoort And Langlaagte for a period of twenty-four (24) months.

gardening staff Krugersdorp, Luipaardsvlei, Roodepoort And Langlaagte	<b>7 Gardeners</b> (Including supervisors for each site)
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**2. AREAS TO BE CLEANED AND DUTIES**

- |      |  |             |
|------|--|-------------|
| 2.1  | All gardens and grass and weed control areas within 20m and 5m outside the fence of the building or where applicable |             |
| 2.2  | Cutting of lawn areas to fair finish and trimming of edges weekly  | Weekly      |
| 2.3  | Cultivating, digging and pruning of flowerbeds weekly  | Weekly      |
| 2.4  | Removal of all dead flowers and pruning of trees as required by the Project Manager from time to time                | As required |
| 2.5  | Trim branches and shrubs   | Weekly      |
| 2.6  | Clear of weeds on site's where there is no grass   | Daily       |
| 2.7  | Remove all grass, branches and rubble from site  | Daily       |
| 2.8  | Every porch entrance must be swept, as well as the paving and tarred road in front of the buildings                  | Daily       |
| 2.9  | No grass to be left on premises  | Daily       |
| 2.10 | Sweep and remove soil and/or leaves on entrances and exterior areas  | As required |

**3. Supervision**

- |     |   |        |
|-----|---|--------|
| 3.1 | Full time supervision to be provided by Contractor/supplier   | Daily  |
| 3.2 | Quality Control will be done by client on site (sign off of job cards)  | Weekly |
| 3.3 | 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.  |        |
| 3.4 | TFR REM 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) |        |

\_\_\_\_\_  
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#### **4 Equipment/Materials/Consumables**

To be provided by Contractor and delivered timorously

- 4.1 All gardening chemicals and equipment e.g. spades/shovels, rakes, ect
- 4.2 Necessary sign boards e.g. Caution tree felling, etc.
- 4.3 Contractor to conform with all Safety Requirements including Safety, Health, Environment (SHE) Induction for Contractors as specified by Transnet Freight Rail (copy enclosed)
- 4.4 All gardening chemicals and Machinery to be supplied by cleaning company and clearly marked by the Contractor. Consumables e.g. cleaning chemicals be an acceptable standard meaning SABS Approved or Equivalent
- 4.5 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.
- 4.6 Toilet areas are not to be used as change rooms. Cleaning of equipment will not be allowed in toilet areas.
- 4.7 Disposal of dirty water to be deposited directly into toilet Pans, Toilet areas to be cleaned after work has been completed or minimum daily.

#### **5 Staff Requirements/Working Hours**

- 5.1** The supplier shall employ designated number of gardeners per area who will be available to clean all gardening areas from 07:30 to 16H00 (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

#### **6 Uniform Clothing**

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

#### **7 Site Books**

- 7.1 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".
- 7.2 Only persons authorized in writing by the Technical Officer or Supplier may make entries in the Site Book.
- 7.3 On completion of the contract the Site Book/Site Books shall be returned to the Technical Officer managing the contract on behalf of TFR REM.

#### **8 Other Trade Suppliers**

- 8.1 All suppliers are paid within **(30 days)** from month –end statement.
- 8.2 Early settlements are discouraged unless very special circumstances prevail.
- 8.3 Early settlements will only be approved by the Chief Procurement officer, or his delegate, based on the

Settlement discount being more advantageous than the financing cost incurred by Transnet Freight Rail.

**9 Compliance with Regulatory Requirements and Registration**

9.1 All bidders to ensure that they comply with BCEA – Basic Conditions of Employment Act

**10 Breach of Contract**

10.1 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.

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**11. LIST OF ASSETS****11.1 Krugersdorp, Luipaardsvlei, Roodepoort and Langlaagte**

Department	Asset no.	Description	Square metres Garden, weed control Grass cutting services	Gardening, Grass cutting and Weed control Frequency
Krugersdorp Operations	02AL277J	Goods Office	±600m <sup>2</sup>	Monday to Friday
Krugersdorp Operations	02AL270J	Cabin Shunters		Monday to Friday
Krugersdorp Operations	02AL280J	Control Point		Monday to Friday
Krugersdorp Operations	02AL269J	Mess & Ablution		Monday to Friday
Krugersdorp Operations	02AL275J	Mess & Ablution		Monday to Friday
Krugersdorp Operations	11GG062J	Security Hut		Monday to Friday
Krugersdorp Resource Management	02AL274J	Office	±20m <sup>2</sup>	Monday to Friday
Krugersdorp Order Entry	02AL170J	Office	±135m <sup>2</sup>	Monday to Friday
Luipaardsvlei/Factoria Infra Telecoms	02BG189J	Offices	±2808m <sup>2</sup>	Monday to Friday

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Department	Asset no.	Description	Square metres Garden, weed control Grass cutting services	Gardening, Grass cutting and Weed control Frequency
Krugersdorp Infrastructure Telecoms	02YL196J	Telecoms building	±206m <sup>2</sup>	Monday to Friday
Krugersdorp Infrastructure Telecoms	05ZL058J	Lapa		Monday to Friday
Krugersdorp Infrastructure Telecoms	11AL088J	Store		Monday to Friday
Krugersdorp Infrastructure Telecoms	No number	Security Hut		Monday to Friday
Krugersdorp Risk Management	02AL272J	Office	±117m <sup>2</sup>	Monday to Friday
Krugersdorp Risk Management	02AL276J	Office		Monday to Friday
Krugersdorp Risk Management	03LL142J	Carport		Monday to Friday
Langlaagte Security	02AL025J	Mess & Ablution	±80m <sup>2</sup>	Monday to Friday
Langlaagte Security	11GG057J	Security Hut		Monday to Friday
Langlaagte - 45 Main Reef Infra Electrical	03BB009J	Store	±589m <sup>2</sup>	Monday to Friday

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Department	Asset no.	Description	Square metres Garden, weed control Grass cutting services	Gardening, Grass cutting and Weed control Frequency
Langlaagte Infrastructure Telecoms	02AL050J	Office	±873m <sup>2</sup>	Monday to Friday
Langlaagte Infrastructure Telecoms	02AL052J	Mess & Ablution		Monday to Friday
Langlaagte Infrastructure Telecoms	02AL053J	Tool Shed		Monday to Friday
Langlaagte Infrastructure Telecoms	02AL111J	Store		Monday to Friday
Langlaagte Infrastructure Telecoms	03NG040J	Carports		Monday to Friday
Langlaagte Infrastructure Telecoms	03HL020J	Store		Monday to Friday
Langlaagte Supply Chain Services	02BL044J	Clothing Store	±3087m <sup>2</sup>	Monday to Friday
Langlaagte Supply Chain Services	03MG120J	Carports		Monday to Friday
Langlaagte - 45 Main Reef Fire	03BB008J	Workshop & Office	±1666m <sup>2</sup>	Monday to Friday
Langlaagte - 45 Main Reef Fire	02AB547J	Mess & Ablution		Monday to Friday
Langlaagte - 45 Main Reef Fire	03NB031J	Carport + Guard room		Monday to Friday

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Department	Asset no.	Description	Square metres Garden, weed control Grass cutting services	Gardening, Grass cutting and Weed control Frequency
Roodepoort Operations	02AL186J	Office / Shunter's cabin	±219m <sup>2</sup>	Monday to Friday
Roodepoort Operations	02AL187J	Mess & Ablution		Monday to Friday
Roodepoort Operations	03LG216J	Carport		Monday to Friday
Roodepoort Operations	No Asset number	Security Hut		Monday to Friday
Roodepoort Infrastructure	02AL203J	Toilet	±524m <sup>2</sup>	Monday to Friday
Roodepoort Infrastructure	02AL206J	Office		Monday to Friday
Roodepoort Infrastructure	02AL729J	Locker Room		Monday to Friday
Roodepoort Infrastructure	02ML520J	Sleep Quarters		Monday to Friday
Roodepoort Infrastructure	02ML522J	Mess & Ablution		Monday to Friday
Roodepoort Infrastructure	02ZL165J	Fuel Store		Monday to Friday
Roodepoort Infrastructure	03FL260J	Store		Monday to Friday
Roodepoort Infrastructure	03FL258J	Store		Monday to Friday
Roodepoort Infrastructure	03RL277J	Carports		Monday to Friday

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## **2 GREEN ECONOMY / CARBON FOOTPRINT**

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

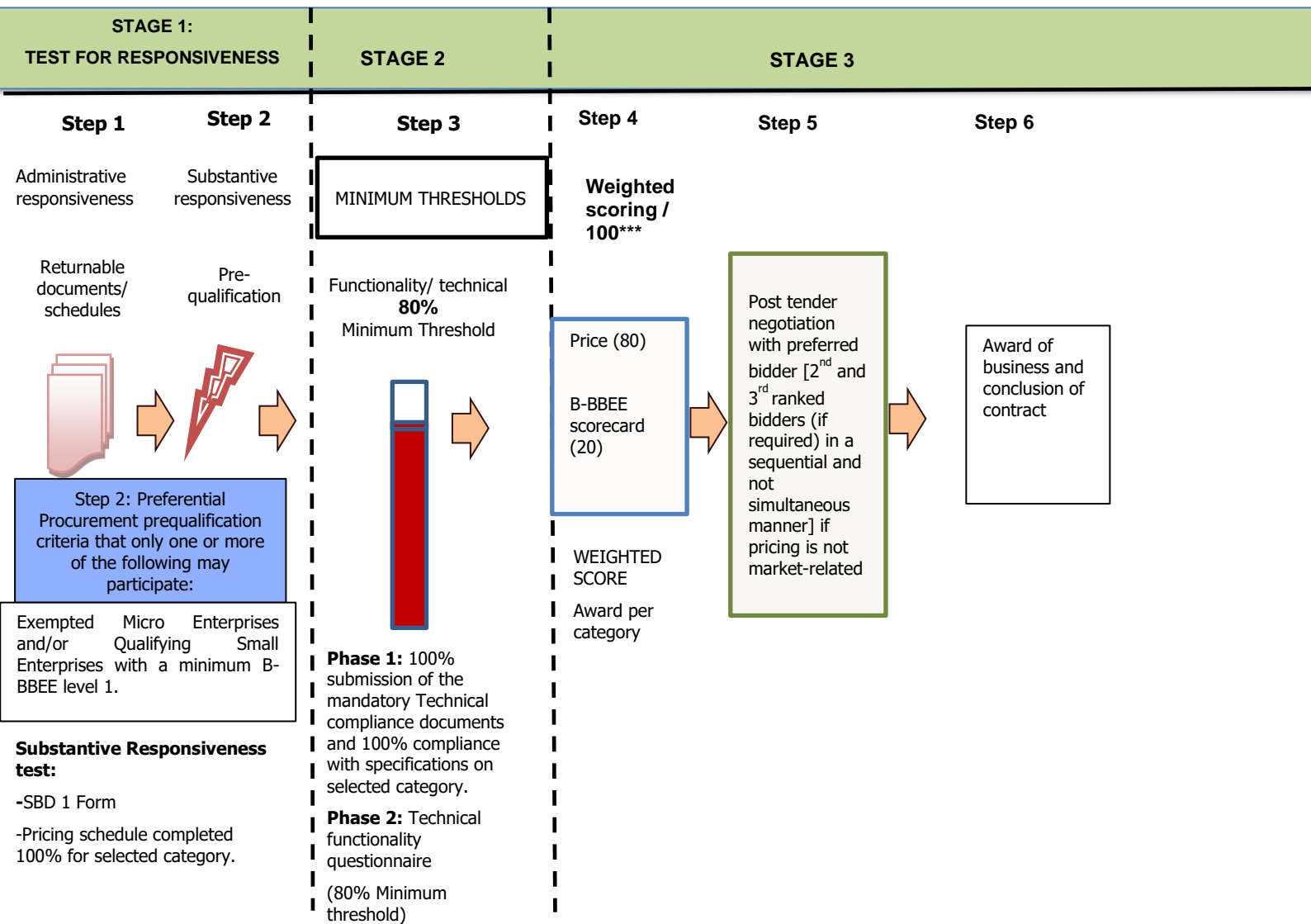
## **3 GENERAL SERVICE PROVIDER OBLIGATIONS**

3.29 The Service provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.

3.30 The Service provider(s) must comply with the requirements stated in this RFP.

#### 4 EVALUATION METHODOLOGY

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



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

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**4.1 STEP ONE: Test for Administrative Responsiveness**

The test for administrative responsiveness will include the following:

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

**4.2 STEP TWO: Test for Substantive Responsiveness to RFP**

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

<b>Check for substantive responsiveness</b>	<b>RFP Reference</b>
<ul style="list-style-type: none"> <li>Whether any set prequalification criteria for preferential procurement have been met: <ul style="list-style-type: none"> <li>Exempted Micro Enterprises and/or Qualifying Small Enterprises with a minimum B-BBEE Level 1</li> </ul> (Respondents must submit a valid sworn affidavit or a valid BBBEE Certificate as a proof that Respondent is compliance to B-BBEE requirements stipulated in Section 9 of this RFP) </li> </ul>	<i>All sections</i>
<ul style="list-style-type: none"> <li>SBD1 Form</li> </ul>	<i>All Sections</i>
<ul style="list-style-type: none"> <li>Section 4: Pricing schedule fully completed on selected category</li> </ul>	<i>Section 4</i>

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

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### 4.3 Step Three: Technical Evaluations

#### **Phase 1 Technical Compliance Criteria**

Technical Compliance Criteria:
<ul style="list-style-type: none"> <li>Annexure A1: 100% Compliance to Specification (Clause by Clause Declaration)- Category 1: Provision of office cleaning services at Krugersdorp, Luipaardsvlei, Roodepoort And Langlaagte for a period of twenty-four (24) months.</li> </ul>
<ul style="list-style-type: none"> <li>Annexure A2: 100% Compliance to Specification (Clause by Clause Declaration) - Category 2: Provision of gardening, grass cutting and weed control services at Krugersdorp, Luipaardsvlei, Roodepoort And Langlaagte for a period of twenty-four (24) months.</li> </ul>
<ul style="list-style-type: none"> <li>Annexure B1: Normal Salary schedule-indicating labour regulated rates per cleaner for normal hours (100% Completed) Krugersdorp, Luipaardsvlei, Roodepoort And Langlaagte</li> </ul>
<ul style="list-style-type: none"> <li>Annexure B2: Over Time Salary schedule-indicating labour regulated rates per cleaner for night shift (100% Completed) Krugersdorp and Roodepoort operations depots.</li> </ul>
<ul style="list-style-type: none"> <li>Annexure B3: Salary schedule-indicating labour regulated rates per gardener (100% Completed) Krugersdorp, Luipaardsvlei, Roodepoort And Langlaagte</li> </ul>
<ul style="list-style-type: none"> <li>Respondents must provide with a valid Weed Control certificate of Registration from Department of Agriculture, Forestry and Fisheries. <b>(applicable to gardening services)</b></li> </ul>
<ul style="list-style-type: none"> <li>ANNEXURE C: 100% Completed SHE MANAGEMENT QUESTIONNAIRE</li> </ul>

*Only bidders who completed and complied 100% with specifications on category (ies) (Annexure A1 –A2) tendered for, Complied with Annexure (B1-B3) on categories tendered for and submitted all other specified above returnable documents will proceed to phase 2 of the technical evaluations. Failure to comply with these requirements will lead to disqualification.*

**Phase 2: Minimum Threshold of 80% for Technical Criteria**

**Failure to achieve the 80% threshold on the selected category (ies) will lead to disqualification.**

*Please note that each category will be evaluated separately*

**Category 1: Provision of office cleaning services at Krugersdorp, Luipaardsvlei, Roodepoort And Langlaagte for a period of twenty-four (24) months**

The test for the Technical Evaluation for **category 1** will include the following:

TECHNICAL EVALUATION CRITERIA	WEIGHTS	EFFECTIVE WEIGHTS	SCORING MATRIX
<p><b>Reference letter/s including the following information:</b></p> <p>Contract period (start and end date), service provided, contact person and contact number, information must be provided on the client's letter head with their client's company stamp, for office <b>cleaning services</b>.</p> <p><b>NB: The bidder's experience score will be based on the overall accumulative experience on the submitted reference letters.</b></p>	<b>50%</b>	<p>0= 0%</p> <p>1= 10.00%</p> <p>2= 20.00%</p> <p>3= 30.00%</p> <p>4 = 40.00%</p>	<p>0 = No reference letters submitted</p> <p>1 = The tenderer has 0 - ≤ 3 months experience for Cleaning Services contracts which reflects; Contract period (start and end date), service provided, contact person and contact number, within a similar environment.</p> <p>2 = The tenderer has &gt;3 - ≤6 experience for Cleaning Services contracts which reflects; Contract period (start and end date), service provided, contact person and contact number, within a similar environment.;</p> <p>3 = The tenderer has &gt;6 - ≤ 12 experience for Cleaning Services contracts which reflects; Contract period (start and end date), service provided, contact person and contact number, within a similar environment.;</p> <p>4 = The tenderer has &gt;12 - ≤18 experience for Cleaning Services contracts which reflects; Contract period (start and end date), service provided, contact person and contact number, within a similar environment.;</p>

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TECHNICAL EVALUATION CRITERIA	WEIGHTS	EFFECTIVE WEIGHTS	SCORING MATRIX
		5 = 50.00%	5= The tenderer has >18 experience for Cleaning Services contracts which reflects; Contract period (start and end date), service provided, contact person and contact number, within a similar environment.
<b>The service provider must demonstrate if they have the necessary capacity to provide the required service. The Service Implementation Plan for Cleaning services should include:</b> <ul style="list-style-type: none"> <li>• Allocation of Customer Service Manager/Site Manager</li> <li>• Management of absenteeism, misconduct, insubordination and disciplinary process</li> <li>• Communication and escalation process</li> <li>• Measurement of service quality and customer satisfaction</li> <li>• Response to emergencies</li> </ul>	<b>50%</b>	0= 0% 1= 10% 2= 20% 3= 30% 4 = 40% 5 = 50%	0= No Service Implementation Plan Provided 1= Service Implementation Plan provided only include one (1) requirement of the required five (5) 2= Service Implementation Plan provided only include two (2) requirement of the required five (5) 3= Service Implementation Plan provided only include three (3) requirement of the required five (5) 4= Service Implementation Plan provided only include four (4) requirement of the required five (5) 5= Service Implementation Plan provided include all five (05) requirements of the required five (5)
<b>Total Weighting:</b>	<b>100%</b>		
<b>Minimum Threshold</b>	<b>80%</b>		

**The bidder has to meet or exceed the 80% threshold for technical requirements for them to proceed to the next step of the evaluation, failure to meet the predetermined threshold will lead to disqualification.**

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 Respondent's Signature

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 Date & Company Stamp

**Category 2: Provision of gardening, grass cutting and weed control services at Krugersdorp, Luipaardsvlei, Roodepoort And Langlaagte for a period of twenty-four (24) months.**

The test for the Technical Evaluation for **category 2** will include the following:

TECHNICAL EVALUATION CRITERIA	WEIGHTS	EFFECTIVE WEIGHTS	SCORING MATRIX
<p><b>Reference letter/s including the following information:</b></p> <p>Contract period (start and end date), service provided, contact person and contact number, information must be provided on the client's letter head with their client's company stamp, for <b>gardening services</b>.</p> <p><b>NB: The bidder's experience score will be based on the overall accumulative experience on the submitted reference letters or contracts.</b></p>	<b>50%</b>	<p>0 = 0%</p> <p>1=12,50%</p> <p>2=25,00%</p> <p>3=37,50%</p> <p>4 = 50.00%</p>	<p>0 = No reference letters submitted</p> <p>1 = The tenderer has 0 - ≤ 3 months experience for Gardening, Grass Cutting and Weed Control Services which reflects; Contract period (start and end date), service provided, contact person and contact number, within a similar environment;</p> <p>2 = The tenderer has &gt;3 – ≤6 months experience for Gardening, Grass Cutting and Weed Control Services which reflects; Contract period (start and end date), service provided, contact person and contact number, within a similar environment;</p> <p>3 = The tenderer has &gt;6 – ≤12 months experience for Gardening, Grass Cutting and Weed Control Services which reflects; Contract period (start and end date), service provided, contact person and contact number, within a similar environment;</p> <p>4= The tenderer has &gt;12 months experience for Gardening, Grass Cutting and Weed Control Services which reflects; Contract period (start and end date), service provided, contact person and contact number, within a similar environment.</p>

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

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

TECHNICAL EVALUATION CRITERIA	WEIGHTS	EFFECTIVE WEIGHTS	SCORING MATRIX
<b>The service provider must demonstrate if they have the necessary capacity to provide the required service. The Service Implementation Plan for gardening services should include:</b> <ul style="list-style-type: none"> <li>Allocation of Customer Service Manager/Site Manager</li> <li>Management of absenteeism, misconduct, insubordination and disciplinary process</li> <li>Communication and escalation process</li> <li>Measurement of service quality and customer satisfaction</li> <li>Response to emergencies</li> </ul>	<b>50%</b>	0= 0%  1= 10%  2= 20%  3= 30%  4 = 40%  5 = 50%	0= No Service Implementation Plan Provided 1= Service Implementation Plan provided only include one (1) requirement of the required five (5) 2= Service Implementation Plan provided only include two (2) requirement of the required five (5) 3= Service Implementation Plan provided only include three (3) requirement of the required five (5) 4= Service Implementation Plan provided only include four (4) requirement of the required five (5) 5= Service Implementation Plan provided include all five (05) requirements of the required five (5)
<b>Total Weighting:</b>	<b>100%</b>		
<b>Minimum Threshold</b>	<b>80%</b>		

**The bidder has to meet or exceed the 80% threshold for technical requirements for them to proceed to the next step of the evaluation, failure to meet the predetermined threshold will lead to disqualification.**

*Please note that each category will be evaluated separately*

**Final technical scores will be rounded off 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***

Respondent's Signature

Date & Company Stamp



**4.4 STEP FOUR: Evaluation and Final Weighted Scoring**a) **Price and TCO Criteria** [Weighted score 80 points]:

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

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

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

Where:

$Ps$  = Score for the Bid under consideration

$Pt$  = Price of Bid under consideration

$Pmin$  = Price of lowest acceptable Bid

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.

**4.5 SUMMARY: Applicable Thresholds and Final Evaluated Weightings**

Thresholds	Minimum Percentage [%]
Phase 1: Technical Compliance	100%
Phase 2: Technical Evaluation	80%

Evaluation Criteria	Final Weighted Scores
Price	80
B-BBEE - Scorecard	20
<b>TOTAL SCORE:</b>	<b>100</b>

**4.6 STEP FIVE: Post Tender Negotiations (if applicable)**

- Respondents are to note that Transnet may not award a contract if the price offered is not market-related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
  - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,

- negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

#### **4.7 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 Bid either by way of a Letter of Award or Letter of Intent where Transnet will negotiate any final terms and conditions of the contract with the successful Respondent(s). 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.

## SECTION 4: PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the table below:

### 4.1 Category 1: Provision of Office Cleaning Services at Krugersdorp, Luipaardsvlei, Roodepoort and Langlaagte For A Period of Twenty-Four Months.

				YEAR 1			YEAR 2			
Building Assets	Description	Square metres	Frequency	Rate per square meter	Price for asset per month	Total Price per asset for year 1	Rate per square meter	Price for asset per month	Total Price per asset for year 2	Total Price For 24 months
Krugersdorp Operations										
02AL277J	Goods Office	±234m²	24/7 Monday to Sunday and Weekends and Public holidays							
02AL270J	Cabin Shunters	±17m²	24/7 Monday to Sunday and Weekends and Public holidays							
02AL280J	Control Point	±46m²	24/7 Monday to Sunday and Weekends and Public holidays							
02AL269J	Mess & Ablution	±16m²	24/7 Monday to Sunday and Weekends and Public holidays							
02AL275J	Mess & Ablution	±268m²	24/7 Monday to Sunday and Weekends and Public holidays							
11GG062J	Security Hut	±9m²	24/7 Monday to Sunday and Weekends and Public holidays							

Respondent's Signature

Date & Company Stamp

				YEAR 1			YEAR 2			
Building Assets	Description	Square metres	Frequency	Rate per square meter	Price for asset per month	Total Price per asset for year 1	Rate per square meter	Price for asset per month	Total Price per asset for year 2	Total Price For 24 months
Krugersdorp Resource Management										
02AL274J	Office	±16m²	Monday to Friday							
Krugersdorp Infrastructure Telecoms										
02YL196J	Telecoms building	±178m²	Monday to Friday							
05ZL058J	Lapa	±19m²	Monday to Friday							
11AL088J	Store	±5m²	Monday to Friday							
No number	Security Hut	±4m²	Monday to Friday							
Krugersdorp Risk Management										
02AL272J	Office	±23m²	Monday to Friday							
02AL276J	Office	±43m²	Monday to Friday							
03LL142J	Carport	±51m²	Monday to Friday							

Respondent's Signature

Date &amp; Company Stamp

				YEAR 1			YEAR 2			
Building Assets	Description	Square metres	Frequency	Rate per square meter	Price for asset per month	Total Price per asset for year 1	Rate per square meter	Price for asset per month	Total Price per asset for year 2	Total Price For 24 months
Krugersdorp Order Entry										
02AL170J	Office	±135m²	Monday to Friday							
Luipaardsvlei/Factoria Infra Telecoms										
02BG189J	Offices	±2808m²	Monday to Friday							
Langlaagte Security										
02AL025J	Mess & Ablution	±62m²	Monday to Friday							
11GG057J	Security Hut	±9m²	Monday to Friday							

Respondent’s Signature

Date & Company Stamp

				YEAR 1			YEAR 2			
Building Assets	Description	Square metres	Frequency	Rate per square meter	Price for asset per month	Total Price per asset for year 1	Rate per square meter	Price for asset per month	Total Price per asset for year 2	Total Price For 24 months
<b>Langlaagte Infrastructure Telecoms</b>										
02AL050J	Office	±444m <sup>2</sup>	Monday to Friday							
02AL052J	Mess & Ablution	±172m <sup>2</sup>	Monday to Friday							
02AL053J	Tool Shed	±105m <sup>2</sup>	Monday to Friday							
02AL111J	Store	±41m <sup>2</sup>	Monday to Friday							
03NG040J	Carports	±25m <sup>2</sup>	Monday to Friday							
03HL020J	Store	±86m <sup>2</sup>	Monday to Friday							
<b>Langlaagte Supply Chain Services</b>										
02BL044J	Clothing Store	±2893m <sup>2</sup>	Monday to Friday							
03MG120J	Carports	±194m <sup>2</sup>	Monday to Friday							

Respondent's Signature

Date &amp; Company Stamp

				YEAR 1			YEAR 2			
Building Assets	Description	Square metres	Frequency	Rate per square meter	Price for asset per month	Total Price per asset for year 1	Rate per square meter	Price for asset per month	Total Price per asset for year 2	Total Price For 24 months
<b>Langlaagte - 45 Main Reef Fire</b>										
03BB008J	Workshop & Office	±1440m <sup>2</sup>	Monday to Friday							
02AB547J	Mess & Ablution	±214m <sup>2</sup>	Monday to Friday							
03NB031J	Carport + Guard room	±12m <sup>2</sup>	Monday to Friday							
<b>Langlaagte - 45 Main Reef Infra Electrical</b>										
03BB009J	Store	±589m <sup>2</sup>	Monday to Friday							
<b>Roodepoort Operations</b>										
02AL186J	Office / Shunter's cabin	±16m <sup>2</sup>	24/7 Monday to Sunday and Weekends and Public holidays							
02AL187J	Mess & Ablution	±115m <sup>2</sup>	24/7 Monday to Sunday and Weekends and Public holidays							
03LG216J	Carport	±79m <sup>2</sup>	24/7 Monday to Sunday and Weekends and Public holidays							
No Asset number	Security Hut	±9m <sup>2</sup>	24/7 Monday to Sunday and Weekends and Public holidays							

Respondent's Signature

Date &amp; Company Stamp

				YEAR 1			YEAR 2			
Building Assets	Description	Square metres	Frequency	Rate per square meter	Price for asset per month	Total Price per asset for year 1	Rate per square meter	Price for asset per month	Total Price per asset for year 2	Total Price For 24 months
<b>Roodepoort Infrastructure</b>										
02AL203J	Toilet	±74m <sup>2</sup>	Monday to Friday							
02AL206J	Office	±108m <sup>2</sup>	Monday to Friday							
02AL729J	Locker Room	±27m <sup>2</sup>	Monday to Friday							
02ML520J	Sleep Quarters	±33.90m <sup>2</sup>	Monday to Friday							
02ML522J	Mess & Ablution	±24m <sup>2</sup>	Monday to Friday							
02ZL165J	Fuel Store	±18m <sup>2</sup>	Monday to Friday							
03FL260J	Store	±33m <sup>2</sup>	Monday to Friday							
03FL258J	Store	±32m <sup>2</sup>	Monday to Friday							
03RL277J	Carports	±174m <sup>2</sup>	Monday to Friday							

Respondent's Signature

Date &amp; Company Stamp



<b>A1. Total value for assets for twenty-four months (office cleaning)</b>	
<b>A.2 Total Salary value (overtime) for twenty-four months</b>	
<b>A.3 Total Salary value (normal hours) for twenty-four months</b>	
<b>A.4 = A1+A2+A3 Total bid value for twenty-four (assets and salaries)</b>	

<b>Total bid value for cleaning services Vat Excluded (A.4)</b>	
<b>Vat @ 15% (If applicable)</b>	
<b>Total bid value for twenty-four months (assets and salaries) Vat Inclusive</b>	

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 Respondent's Signature

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 Date & Company Stamp

**4.2 Category 2: Provision of Gardening, Grass cutting and Weed Control Services Krugersdorp, Luipaardsvlei, Roodepoort and Langlaagte For A Period of Twenty-Four Months.**

			Year 1			Year 2			
Depot Name and Description	Square metres	Frequency	Rate per square meter	Price for depot per month	Total Price per depot for year 1	Rate per square meter	Price for depot per month	Total Price per depot for year 2	Total Price For 24 months
Krugersdorp Operations	±600m <sup>2</sup>	Monday to Friday							
Krugersdorp Resource Management	±20m <sup>2</sup>	Monday to Friday							
Krugersdorp Order Entry	±135m <sup>2</sup>	Monday to Friday							
Luipaardsvlei/Factoria Infra Telecoms	±2808m <sup>2</sup>	Monday to Friday							
Krugersdorp Infrastructure Telecoms	±206m <sup>2</sup>	Monday to Friday							
Krugersdorp Risk Management	±117m <sup>2</sup>	Monday to Friday							
Langlaagte Security	±80m <sup>2</sup>	Monday to Friday							
Langlaagte - 45 Main Reef Infra Electrical	±589m <sup>2</sup>	Monday to Friday							
Langlaagte Infra (Signal)	±1869m <sup>2</sup>	Monday to Friday							

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 Respondent's Signature

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 Date & Company Stamp

			Year 1			Year 2			
Depot Name and Description	Square metres	Frequency	Rate per square meter	Price for depot per month	Total Price per depot for year 1	Rate per square meter	Price for depot per month	Total Price per depot for year 2	Total Price For 24 months
Langlaagte Infrastructure Telecoms	±873m <sup>2</sup>	Monday to Friday							
Langlaagte Supply Chain Services	±3087m <sup>2</sup>	Monday to Friday							
Langlaagte - 45 Main Reef Fire	±1666m <sup>2</sup>	Monday to Friday							
Roodepoort Operations	±219m <sup>2</sup>	Monday to Friday							
Roodepoort Infrastructure	±524m <sup>2</sup>	Monday to Friday							
<b>B.1 Total value for assets for twenty-four months (Gardening services)</b>									
<b>B.2 Total Salary value for twenty-four months</b>									
<b>B.3 = B.1+B.2 Total bid value for twenty-four (assets and salaries)</b>									

Respondent's Signature

Date &amp; Company Stamp

Total bid value for gardening services Vat Excluded (B.3)	
Vat @ 15% (If applicable)	
Total bid value for twenty-four months (assets and salaries) Vat Inclusive	

Respondent's Signature

Date & Company Stamp

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

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

- b) Prices must be quoted in South African Rand inclusive of VAT.
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule will result in a bid being declared non-responsive.
- e) Prices are to be quoted on a delivered basis to Krugersdorp, Luipaardsvlei, Roodepoort and Langlaagte.
- f) 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.
- g) Where a Respondent's price(s) includes imported content, the rate of exchange to be used must be the currency's rate published by the South African Reserve Bank on the date of the advertisement of the bid:  
Currency rate of exchange utilised: \_\_\_\_\_
- h) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for a period of 24 months. (I.e. The quoted price must include escalation and all applicable taxes), [Not to be confused with bid validity period Section 2, clause 1]

<b>YES</b>	
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**1. DISCLOSURE OF CONTRACT INFORMATION**

**PRICES TENDERED**

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

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

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

**JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS**

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

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

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

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

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

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
<b>Is the Respondent</b> (Complete with a "Yes" or "No")						
<b>A DPIP/FPPO</b>		<b>Closely Related to a DPIP/FPPO</b>		<b>Closely Associated to a DPIP/FPPO</b>		
<b>List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.</b>						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X) <b>Active</b> <b>Non-Active</b>	
1						
2						
3						

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

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 Respondent's Signature

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 Date & Company Stamp

## **2. SERVICE LEVELS**

- 2.1 An experienced account representative(s) is required to work with Transnet's procurement department.  
[No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 2.2 Transnet will have quarterly reviews with the Service provider's account representative on an on-going basis.
- 2.3 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 2.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
- a) Random checks on compliance with quality/quantity/specifications
  - b) On-time delivery

If the Service provider does not achieve this level as an average over each quarter, Transnet will receive a 1.5% [one and a half per cent] rebate on quarterly sales payable in the next quarter

- 2.5 The Service provider must provide a telephone number for customer service calls.
- 2.6 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

### **Acceptance of Service Levels:**

<b>YES</b>	
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<b>NO</b>	
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## **3. RISK**

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

### **3.1 Quality and specification of Goods/Services delivered:**

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### **3.2 Continuity of supply:**

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

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

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

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



**SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS**

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

\_\_\_\_\_

carrying on business trading/operating as

\_\_\_\_\_

represented by \_\_\_\_\_

in my capacity as \_\_\_\_\_

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

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

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

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

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

I/We accept that unless Transnet should otherwise decide and so inform me/us in the letter of award/intent, this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

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

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

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

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

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

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

#### ADDRESS FOR NOTICES

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

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

Name of Entity:

\_\_\_\_\_

Facsimile: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

#### NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Supplier/Service provider**] will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier/Service provider and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

#### VALIDITY PERIOD

Transnet requires a validity period of 180 Business Days [from closing date] **04 November 2022** against this RFP, excluding the first day and including the last day.

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

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

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

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

(i) Registration number of company / C.C. \_\_\_\_\_

(ii) Registered name of company / C.C. \_\_\_\_\_

(iii) Full name(s) of director/member(s)                      Address/Addresses                      ID Number(s)

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**RETURNABLE DOCUMENTS**

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

Mandatory Returnable Documents	<b><i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFP <u>will</u> result in a Respondent's disqualification.</i></b>
Returnable Documents Used for Scoring	<b><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></b>
Essential Returnable Documents	<b><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></b>

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

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

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

**a) Mandatory Returnable Documents**

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

<b>MANDATORY RETURNABLE DOCUMENTS (SUBSTANTIVE RESPONSIVENESS TEST)</b>	<b>SUBMITTED [Yes/No]</b>
Section 1: SBD1 Form	
Section 4: Fully pricing schedule (pricing schedule must be fully completed for the selected category)	
Valid sworn affidavit as proof that Respondent comply to B-BBEE requirements as stipulated in Section 9 of this RFP.	

**b) Phase 1: Technical Compliance Returnable Documents**

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

<b>MANDATORY RETURNABLE DOCUMENTS (TECHNICAL COMPLIANCE)</b>	<b>SUBMITTED [Yes/No]</b>
Annexure A1: 100% Compliance to Specification (Clause by Clause Declaration)- Category 1: Provision of office cleaning services at Krugersdorp, Luipaardsvlei, Roodepoort And Langlaagte for a period of twenty-four (24) months.	
Annexure A2: 100% Compliance to Specification (Clause by Clause Declaration) - Category 2: Provision of gardening, grass cutting and weed control services at Krugersdorp, Luipaardsvlei, Roodepoort And Langlaagte for a period of twenty-four (24) months.	
Annexure B1: Normal Salary schedule-indicating labour regulated rates per cleaner for normal hours (100% Completed) Krugersdorp, Luipaardsvlei, Roodepoort And Langlaagte	
Annexure B2: Over Time Salary schedule-indicating labour regulated rates per cleaner for night shift (100% Completed) Krugersdorp and Roodepoort operations depots.	
Annexure B3: Salary schedule-indicating labour regulated rates per gardener (100% Completed) Lichtenburg, Coligny and Ventersdorp	
Respondents must provide with a valid Weed Control certificate of Registration from Department of Agriculture, Forestry and Fisheries. (applicable to gardening services)	
ANNEXURE C: 100% Completed SHE MANAGEMENT QUESTIONNAIRE	

---

 Respondent's Signature

---

 Date & Company Stamp

**c) Returnable Documents Used for Scoring**

In addition to the requirements of section (a) & (b) 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:

<b><u>RETURNABLE DOCUMENTS USED FOR TECHNICAL SCORING</u></b>	<b>SUBMITTED [Yes or No]</b>
Respondents must submit authenticated references letters indicating the experience of previous work done for gardening, grass cutting and weed control services	
Respondents must submit authenticated references letters indicating the experience of previous work done for office cleaning	
Respondents to provide Service Implementation plan for selected category	

**d) Essential Returnable Documents:**

Over and the above the requirements of section (a) , (c) 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:

---

 Respondent's Signature

---

 Date & Company Stamp

**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
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: Proposal Form and List of Returnable documents	
SECTION 6 : Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7 : RFP Declaration and Breach of Law Form	
SECTION 9 : B-BBEE Preference Claim Form	
SECTION 10: SBD 9 - Certificate Of Independent Bid Determination	
SECTION 11: Protection of Personal Information	
Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
Respondents must provide a valid letter of Good Standing from the Department of Labour	
ANNEXURE D: Section 37 Mandatory Agreement	
ANNEXURE E: CLEANING SERVICES HEALTH AND SAFETY TENDER ASSESMENT	
ANNEXURE F: TFR SHE SPECIFICATION	
ANNEXURE G: COVID-19 PPE ASSESMENT	
ANNEXURE H: MASTER AGREEMENT	
ANNEXURE I: TRANSNET'S GENERAL BID CONDITIONS	
ANNEXURE J: TRANSNET'S SUPPLIER INTEGRITY PACT	
ANNEXURE K: NON-DISCLOSURE AGREEMENT	

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

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

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

1 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

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

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

## SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFP, MASTER AGREEMENT & APPLICABLE DOCUMENTS

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

1	Transnet's General Bid Conditions
2	Master Agreement
3	Transnet's Supplier Integrity Pact
4	Non-disclosure Agreement
5	Specifications attached to this RFP

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

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

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

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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



SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

## **SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM**

NAME OF ENTITY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Proposal [**RFP**];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Goods/Services as well as Transnet information and Employees, and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. At no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
5. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner;
6. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
7. We declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid;
8. We declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of Transnet;

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

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

9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFP; and

10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

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

ADDRESS:

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Indicate nature of relationship with Transnet:

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***[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet. Information provided in the declarations may be used by Transnet and/or its affiliates to verify the correctness of the information provided]***

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

#### **DECLARATION OF INTEREST REGARDING PERSONS EMPLOYED BY THE STATE (SBD4)**

12. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or

---

<sup>1</sup> "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

**13. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:**

13.1. Full Name of bidder or his or her representative: .....

13.2. Identity Number: .....

13.3. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

13.4. Company Registration Number: .....

13.5. Tax Reference Number: .....

13.6. VAT Registration Number: .....

13.7. Are you or any person connected with the bidder presently employed by the state?	<b>YES / NO</b>
13.7.1. If so, furnish the following particulars:	
Name of person / director / trustee / shareholder/ member:	.....
Name of state institution at which you or the person connected to the bidder is employed :	.....
Position occupied in the state institution:	.....
Any other particulars:	.....
13.8. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	<b>YES / NO</b>
13.8.1. If yes, did you attached proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	<b>YES / NO</b>
13.8.2. If no, furnish reasons for non-submission of such proof:	.....
13.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	<b>YES / NO</b>

<sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

13.9.1. If so, furnish particulars:	.....
13.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	<b>YES / NO</b>
13.10.1. If so, furnish particulars:	.....
13.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	<b>YES / NO</b>
13.11.1. If so, furnish particulars:	.....
13.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?	<b>YES / NO</b>
13.12.1. If so, furnish particulars:	.....

The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 14 below.

#### 14. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

#### BREACH OF LAW

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

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

NATURE OF BREACH:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_  
Respondent's Signature\_\_\_\_\_  
Date & Company Stamp

## SECTION 8: RFP CLARIFICATION REQUEST FORM

RFP No: HOAC-LLU-36784

RFP deadline for questions / RFP Clarifications: Before 12:00 pm on 10 February 2022

TO: Transnet SOC Ltd

ATTENTION: Brenda Baloyi

EMAIL [Brenda.Baloyi@Transnet.net]

DATE: \_\_\_\_\_

FROM: \_\_\_\_\_

RFP Clarification No [to be inserted by Transnet] .....

## REQUEST FOR RFP CLARIFICATION

[illegible]

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

Date & Company Stamp

**SECTION 9 : B-BBEE PREFERENCE POINTS CLAIM FORM**

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

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

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

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 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.

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

**2. DEFINITIONS**

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

Respondent's Signature

Date & Company Stamp

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"**
  - i) the B-BBEE status level certificate issued by an authorised body or person;
  - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small EEnterprise 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);
- (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<sub>s</sub> = Points scored for comparative price of bid under consideration
- P<sub>t</sub> = Comparative price of bid under consideration
- P<sub>min</sub> = 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>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
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:

<b>Enterprise</b>	<b>B-BBEE Certificate &amp; Sworn Affidavit</b>
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	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 <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>3</sup></b>	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

<sup>3</sup> 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.

does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## 5. BID DECLARATION

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

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

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

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

## 7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

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

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

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

## 8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

## 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

## 8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Supplier/Service provider
- ☐ Other Suppliers/Service providers, e.g. transporter, etc.

[ TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements 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;

Respondent's Signature

Date &amp; Company Stamp

- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

WITNESSES	
1.	.....
2.	.....

.....
SIGNATURE(S) OF BIDDERS(S)
DATE: .....
ADDRESS.....

## **SECTION 10: 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:

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(Bid Number and Description)

in response to the invitation for the bid made by:

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(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 consortium<sup>4</sup> 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:

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<sup>4</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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Respondent's Signature

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Date & Company Stamp

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## SECTION 11: PROTECTION OF PERSONAL INFORMATION

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

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

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



9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

**Respondents are required to provide consent below:**

<b>YES</b>		<b>NO</b>	
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12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFP is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: \_\_\_\_\_

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