



Transnet Freight Rail, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No BFX/52934

**FOR THE SUPPLY / PROVISION OF: CLEANING , GARDENING , HYGIENE
AND DEEP CLEANING SERVICES FOR A PERIOD OF TWELVE MONTHS AT
HEUNINGSPRUIT , KOPPIES , ROOIWAL , WESTLEIGH ,
WOLWEHOEK AND DOVER STATIONS**

FOR DELIVERY TO: REAL ESTATE MANAGEMENT

ISSUE DATE: 16 MAY 2014

CLOSING DATE: 17 JUNE 2014

CLOSING TIME: 10:00

COMPUSARY SITE MEETING

DATE: 02 JUNE 2014

**VENUE: WOLWEHOEK STATION 11H00 , DOVER STATION 11H30 , KOPPIES
STATION 11H45 , ROOIWAL STATION 12H00 , HEUNINGSPRUIT STATION
12H15**

- ANNEXURE (A)** B-BBEE Preference Points Claim Form
- ANNEXURE (B)** SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE (ACT 85 OF 1993)
- ANNEXURE (B)** HAZARDOUS CHEMICAL CONTROL

**Section 1
NOTICE TO BIDDERS**

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

METHOD:	METHOD:	COURIER
CLOSING VENUE:	The Secretariat Acquisition council Admin Support Office Tender Box Office no 2 Real Estate Management Building Austen Street Beaconsfield Kimberley Contact Person Maggie Pain 053 – 838 3341	

ON OR AFTER **20 MAY 2014** RFQ DOCUMENTS MAY BE INSPECTED AT, AND ARE OBTAINABLE FROM THE REGIONAL SUPPLY CHAIN OFFICE, 1ST FLOOR, ROOM 101, TRANSNET ENGINEERING BUILDING, TRANSNET ROAD, BLOEMFONTEIN. ARRANGEMENTS FOR THE COLLECTION OF THE RFQ DOCUMENTS CAN BE MADE WITH MR. JAKKIE KOTZE ON TELEPHONE NUMBER 051-408 2328 OR EMAIL JAKKIE.KOTZE@TRANSNET.NET

NO RFQ WILL BE ISSUED AFTER 01 JUNE 2014 AT 15H00

Responses to RFQ

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

2 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government’s Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a “preference” to companies who provide a valid B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

2.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that the following preference point system is applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included).
- Bidders are to note that if the 80/20 preference point system is stipulated in this RFP and all Bids received exceed R1 000 000.00, the RFP must be cancelled.

The value of this bid is estimated to be below R1000 000 (all applicable taxes included) and therefore the **80/20** system shall be applicable.

When Transnet invites prospective suppliers to submit Proposals for its various expenditure programmes, it requires Respondents to have their B-BBEE Status verified in compliance with the Codes of Good Practice issued in terms of the Broad Based Black Economic Empowerment Act No. 53 of 2003.

The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36926]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a one year transitional period starting 11 October 2013. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 10 October 2014. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

Respondents are required to complete Annexure A [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.

[Refer clause 20 below for Returnable Documents required]

3 Communication

- Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.

- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider; or
- make no award at all.

Transnet reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

13 Transnet's supplier integrity pact

Transnet's Integrity Pact requires a commitment from suppliers and Transnet that they will not engage in any corrupt and fraudulent practices, anti-competitive practices; and act in bad faith towards each other. The Integrity Pact also serves to communicate Transnet's Gift Policy as well as the remedies available to Transnet when a Respondent contravenes any provision of the Integrity Pact.

Respondents are required to familiarise themselves with the contents of the Integrity Pact which is available on the Transnet Internet site [www.transnet.net/Tenders/Pages/default.aspx] or on request. Furthermore, Respondents are required to certify that they have acquainted themselves with all the documentation comprising the Transnet Integrity Pact and that they fully comply with all the terms and conditions stipulated in the Transnet Supplier Integrity Pact as follows:

YES		NO	
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Should a Respondent need to declare previous transgressions or a serious breach of law in the preceding 5 years as required by Annexure A to the Integrity Pact, such declaration must accompany the Respondent's bid submission.

14 Evaluation Criteria

15 Transnet will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider, if so required:

Criterion/Criteria	Explanation
Administrative responsiveness	Completeness of response and returnable documents
Substantive responsiveness	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given.

<p>Final weighted evaluation based on 80/20 preference point system as indicated in paragraph Error! Reference source not found.</p>	<ul style="list-style-type: none"> • Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical • B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A.
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16 Validity Period

Transnet desires a validity period of 90 [ninety] days from the closing date of this RFQ.
This RFQ is valid until _____.

17 Banking Details

BANK: _____
BRANCH NAME / CODE: _____
ACCOUNT HOLDER: _____
ACCOUNT NUMBER: _____

18 Company Registration

Registration number of company / C.C. _____
Registered name of company / C.C. _____

19 Disclosure of Prices Quoted

Respondents must indicate here whether Transnet may disclose their quoted prices and conditions to other Respondents:

YES NO

20 Returnable Documents

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below.

- a) Respondents are required to submit with their Quotations the **Returnable Documents**, as detailed below.

¹ Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.

Failure to provide all these Returnable Documents at the Closing Date and time of this RFQ may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these Returnable Documents by so indicating [Yes or No] in the table below:

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
<ul style="list-style-type: none"> - Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero for preference 	
<ul style="list-style-type: none"> - Valid and original B-BBEE certificate/s or affidavit or certified copy thereof from auditor, accounting officer or SANAT accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference 	
<ul style="list-style-type: none"> - 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 	
<ul style="list-style-type: none"> - Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party] 	
SECTION 2 : Quotation Form	
SECTION 3 : Vendor Application Form	
<ul style="list-style-type: none"> • Original cancelled cheque or bank verification of banking details 	
<ul style="list-style-type: none"> • Certified copies of IDs of shareholder/directors/members [as applicable] 	
<ul style="list-style-type: none"> • Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC) 	
<ul style="list-style-type: none"> • Certified copies of the company's shareholding/director's portfolio 	
<ul style="list-style-type: none"> • Entity's letterhead 	
<ul style="list-style-type: none"> • Certified copy of VAT Registration Certificate [RSA entities only] 	
<ul style="list-style-type: none"> • Certified copy of valid Company Registration Certificate [if applicable] 	
ANNEXURE A – B-BBEE Preference Points Claim Form	
ANNEXURE B – Safety Arrangements Act 85 of 1993	

.....
Respondent's Signature

.....
Date & Company Stamp

In addition to the requirements of paragraph a) above, Respondents are further requested to submit with their Proposals the following **additional documents** as detailed below.

Please confirm submission of these additional documents by so indicating [Yes or No] in the table below:

Additional Documents	SUBMITTED [Yes or No]
Letter of Goods Standing	
Valid Tax Clearance Certificate	
Supplier to submit SHE bin service procedure and how SHE bins will be disinfected	
Proof of membership and affiliation to the Contract Cleaning Association	
Proof of registration with UIF	
Proof of Public Liability insurance	

"PREVIEW COPY ONLY"

.....
Respondent's Signature

.....
Date & Company Stamp

**Section 2
QUOTATION FORM**

I/We _____

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

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

- the Standard Terms and Conditions for the Supply of Goods or Services to Transnet [available on request]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

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

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

Price Schedule

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

CLEANING SERVICES DAILY

STATION DOVER				
DEPOT:	OPERATIONS			
	ASSET	DESCRIPTION	SIZE	PRICE PER MONTH
	02AK129B	StationBuilding	±130.8m ²	R.....
STATION HEUNINGSPRUIT				
DEPOT:	OPERATIONS			
	ASSET	DESCRIPTION	SIZE	DAILY/PRICE PER MONTH
	02AK060B	Station Building	±201.28m ²	R.....

Respondent's Signature

Date & Company Stamp

STATION KOPPIES			
DEPOT: OPERATIONS			
ASSET	DESCRIPTION	SIZE	DAILY/PRICE PER MONTH
02AK084B	Station Building	±97.20m ²	R.....
STATION ROOIWAL			
DEPOT: OPERATIONS			
ASSET	DESCRIPTION	SIZE	DAILY/PRICE PER MONTH
02AK077B	Station Building	±193.14m ²	R.....
STATION WESTLEIGH			
DEPOT: OPERATIONS			
ASSET	DESCRIPTION	SIZE	DAILY/PRICE PER MONTH
02AK051B	Station Building	±200.54m ²	R.....
STATION WOLVEHOEK			
DEPOT: OPERATIONS			
ASSET	DESCRIPTION	SIZE	DAILY/PRICE PER MONTH
02AK145B	Station Building	±240.36m ²	R.....

GARDENING SERVICES

STATION DOVER			
DEPOT: OPERATIONS			
ASSET	DESCRIPTION		DAILY/PRICE PER MONTH
02AK129B	Station Building		R.....
STATION HEUNINGSPRUIT			
DEPOT: OPERATIONS			
ASSET	DESCRIPTION		DAILY/PRICE PER MONTH
02AK060B	Station Building		R.....

.....
Respondent's Signature

.....
Date & Company Stamp

STATION	KOPPIES		
DEPOT:	OPERATIONS		
	ASSET	DESCRIPTION	DAILY/PRICE PER MONTH
	02AK084B	Station Building	R.....
STATION	ROOIWAL		
DEPOT:	OPERATIONS		
	ASSET	DESCRIPTION	DAILY/PRICE PER MONTH
	02AK077B	Station Building	R.....
STATION	WESTLEIGH		
DEPOT:	OPERATIONS		
	ASSET	DESCRIPTION	DAILY/PRICE PER MONTH
	02AK051B	Station Building	R.....
STATION	WOLVEHOEK		
DEPOT:	OPERATIONS		
	ASSET	DESCRIPTION	DAILY/PRICE PER MONTH
	02AK143B	Station Building	R.....

"PREVIEW COPY ONLY"

.....
Respondent's Signature

.....
Date & Company Stamp

RENTAL AND MAINTENANCE OF HYGIENE EQUIPMENT

**Service per Month
(Excl Vat)**

1. Ladies sanitary SHE-BIN pedal (White) B1 --Weekly Service 6 ea R.....per unit
(Dover = 1,Heuningspruit = 1,Koppies =1,Rooiwal =1,Westleigh = 1 and Wolwehoek =1)

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

DEEP CLEANING (QUARTERLY)

1. Toilets 10 ea R.....per unit
(Dover = 1,Heuningspruit = 2,Koppies = 2,Rooiwal = 2, Westleigh = 1,Wolwehoek = 2,
Westleigh = 1,Wolwehoek = 2)

2. Urinals 6 ea R.....per unit
(Dover = 1,Heuningspruit = 1,Koppies =1,Rooiwal =1,Westleigh = 1 and Wolwehoek =1)

3. Washbasins 7 ea R.....per unit
(Dover = 1,Heuningspruit = 1,Koppies = 1,Rooiwal = 1,Westleigh = 2,Wolwehoek =1)

Proof to be submitted that service has been carried out

WORKING HOURS MONDAY TO FRIDAY 07:30 TO 16:00 EXCLUDING WEEKENDS & PUBLIC HOLIDAYS

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- c) 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.

.....
Respondent's Signature

.....
Date & Company Stamp

CONTRACTUAL OBLIGATIONS CLEANING SERVICES

AREAS TO BE CLEANED

- (A) Main Entrance / Security / Ablution / Reception Area and surrounding depot area
- (B) Stairs and Landings (service and main stairs)
- (C) Offices and passages (including boardrooms, store rooms, etc.)
- (D) Lift Foyers
- (E) Toilets: Ladies / Gents
- (F) Kitchens
- (G) Entertainment areas / bars
- (H) Lifts
- (I) Windows
- (J) Parking area
- (K) Surrounding area (at main entrance) and garden area
- (L) Lobby's on floors outside windows
- (M) Store rooms
- (N) Pest Control

DUTIES (all floors / areas where applicable)

1. DUSTING (OFFICES AND PASSAGES)

(A) CARPETS

- Vacuum Weekly
- Spot Clean As necessary
- Steam clean Quarterly

(B) OFFICE FURNITURE

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

(C) OTHER

- Clean all telephone and disinfect Weekly
- Dust all high ledges and fittings Weekly
- Dust all horizontal surfaces (low level) Weekly
- Dust all vertical surfaces (walls, cabinets, etc. to the height of 2 meters) Weekly
- Dust all windows / ledges / walls Weekly

2. WASTE DISPOSAL (OFFICES, KITCHENS AND TOILET)

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

3. WALLS / DOORS AND PAINTWORK / WALL PAPER

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

4. GLASS DOOR AND METAL WORK

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

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

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

6. TOILETS

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

7. WINDOW CLEANING

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

8. VERTICAL BLINDS

Dust	Daily
Wash	Quarterly

9. MISCELLANEOUS

Polish desk and office furniture	Weekly
Material covered furniture to be vacuumed	Weekly
	Quarterly

10. KITCHENS

Floors to be damp mopped	Daily
Sinks to be cleaned	Daily
Cupboard to be damp wiped	Daily
Cupboard to be washed (inside)	Quarterly
Wipe clean all electrical equipment and or other	Daily

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

All surface refuse to be removed	Daily
Sweep around buildings	Daily

13. EXTERNAL AREA AT MAIN ENTRANCE & VARIOUS ASSEMBLY POINTS

All surface refuse to be removed	Daily
Area to be swept	Daily
Garden area to be kept clean & neat where necessary	Daily

15. SAFETY FILE

Safety file to be available one week after award of business

16. STAIRS / LANDINGS / BALUSTRADES

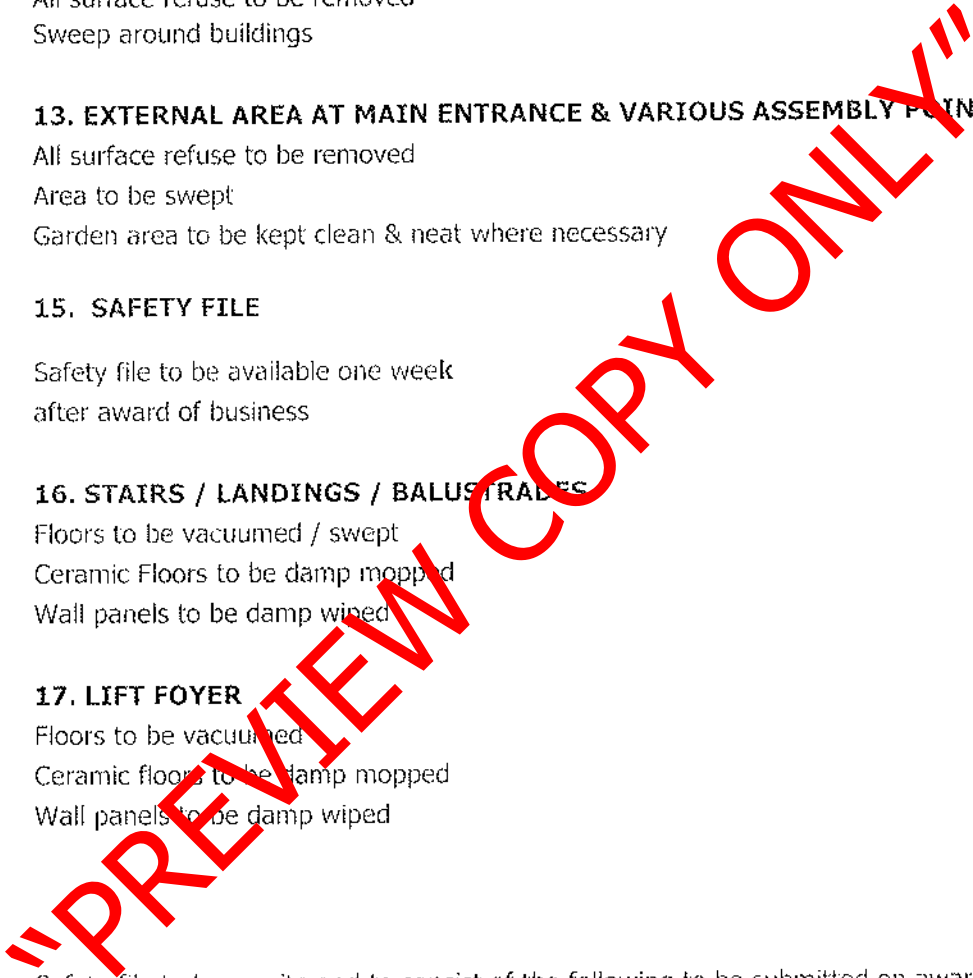
Floors to be vacuumed / swept	Daily
Ceramic Floors to be damp mopped	Daily
Wall panels to be damp wiped	Daily

17. LIFT FOYER

Floors to be vacuumed	Daily
Ceramic floors to be damp mopped	Daily
Wall panels to be damp wiped	Daily

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

- Risk Assessment and Safety Plan
- Written Safe Work Procedures and Job Observations
- Valid Appointment letters (First Aid / Pest Control / SHE Reps)
- Valid Certificates (First Aid / Pest Control / SHE Rep / Site Access)
- Recording of IOD Incidents
- Audit and Inspection of all machinery
- Minutes of Meetings
- Register of Personal Protective Equipment
- Training Certificates for all employees
- General issues



19. EQUIPMENT / MATERIALS / CONSUMABLES

TO BE PROVIDED / SERVICED BY CONTRACTOR AND DELIVERED TIMEOUSLY

1. Vacuum cleaners
2. Polishers
3. Brooms
4. Mops
5. All Cleaning Chemicals (properly marked)
6. Buckets
7. Necessary sign boards (e.g. floor Wet / Slippery, etc.)
8. Contractor to conform with all Safety Requirements including
9. Safety, Health, Environment (SHE) Induction for Contractors as specified by Transnet Freight Rail (copy enclosed)
10. Consumables e.g. cleaning chemicals be in an acceptable standard meaning **SABS** approved or equivalent.
11. Protective clothing
12. Toilet Paper (Plus minus 15 employees per Station)
13. Paper Towel (Plus minus 15 employees per Station)
14. Hand soap (Plus minus 15 employees per Station)

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

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

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

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

20. CLEANING OF DISHES

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

As-And-When

CONTRACTUAL OBLIGATIONS GARDENING

1. The work includes the monthly maintenance of gardens lawn, flower beds and open areas including whole area inside the boundary fencing of the depot, pavement included and one metre outside of the boundary fence including the sides and back of the fence of Transnet in the vicinity of Bethlehem Depot for a period of 24 months

2. **LAWN**

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

3. **FLOWER BEDS**

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

4. **OPEN AREAS**

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

5. **REQUIREMENTS FOR THE CONTRACT**

LAWS AND REGULATIONS

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

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

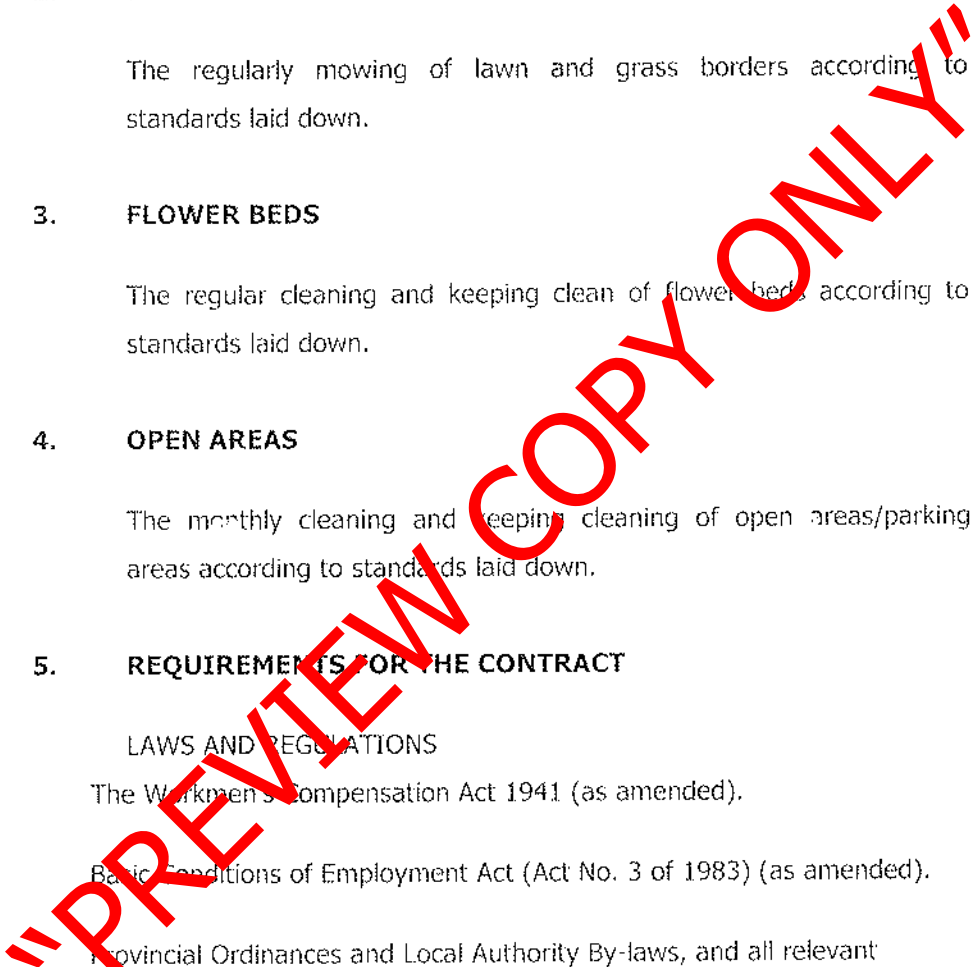
Provincial Ordinances and Local Authority By-laws, and all relevant Regulations framed there under.

Basic Conditions of Employment Act.

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

Occupational Health and Safety Act (Act 85 of 1993 and Regulations).

Code of Practice No. 29 for the safe operation of machinery, plant and equipment.



6. EQUIPMENT AND MACHINERY

The Contractor must provide all tools and equipment required to perform the work. All equipment and machinery that will be used in the execution of the contract must comply to the safety standards as requires in Act 85 of 1993 and Regulations to the Act. Personnel must have the necessary safety equipment at all times in their possession and use it. Internal combustion engines that cause excessive smoke or noise will not be allowed. Safety clothes/equipment must be provided and worn at all times. The Contractor must issue his staff with protective clothing.

7. STANDARD OF WORK**LAWN**

All lawn must be cut at least twice a month.

FLOWER BEDS

Flower beds must be kept tidy at all times and free of weeds. Maintenance of lower beds must be done on a monthly basis. Flower beds will be raked tidy and evenly after weed have been removed by hand and all garden waste must be removed at the same time. No weed killers may be used in flower beds.

TREES

The trees must be trimmed at intervals and kept neat at acres.

OPEN AREAS/PARKING AREAS

Open ground and parking areas must be at all times free of weeds, rubbish and stones. Weed killer shall be applied when required to ensure a weed less area. Parking areas must be swept on a weekly basis.

REMOVAL OF GARDEN WASTE

All garden waste, lawn cuttings, etc. must be removed each day from the maintenance area. The Contractor shall provide transport and labour for the removal of garden waste.

WATERING/AFTER CARE OF LAWN AND FLOWER BEDS

The Contractor will be responsible for the day to day maintenance of lawn and flower beds. This maintenance will mainly consist of water of lawns, shrub beds and cultivated seasonal flower plant or bulbs in flower beds.

The Contractor must ascertain himself of which lawn and beds must be watered on what times. Lawn will be watered in such a way that it received the equivalent of 12.5 mm (half an inch) rain per day during the summer months. The same standard will apply for shrub and flower beds.

8. GENERAL

Lawn shall where possible be watered by means of garden hoses with sprinklers (rotating impact sprinklers "rain bird", or similar). Where not applicable, lawn shall be watered by hand. The Contractor must provide his own garden hoses and sprinklers and other equipment required for watering.

The Contractor will be held responsible for any damages or losses caused by himself or any of his employees to Transnet property as well as a third party and will indemnify Transnet against any claims that may occur as a result of the aforementioned.

If the Contractor suffers delay to meet any of the contract conditions or specifications, or delivers work of a poor quality, or fails to rectify work as requested by Transnet within a period of seven (7) days, Transnet will have the right to cancel the contract without any further compensation.

The Contractor must indicate how many employees will be used and how many will be on site at all times.

The Contractor must supply mess facilities for his employees or negotiate with Transnet in that regard.

The Contractor must subject himself to the security requirements of Transnet.

Any deviation of the above-mentioned clauses or omitting to use the machinery/safety equipment as specified may result in the deduction of a twenty percent (20 %) penalty, from the monthly payment.

9. UNIFORM CLOTHING

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

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

10. TERMS OF CONTRACT

- 10.1 The CONTRACTOR will be held responsible for any damages or losses caused by himself/herself or any of his employees to TRANSNET property as well as a third party and will indemnify TRANSNET against any claims that may occur as a result of the aforementioned.
- 10.2 If the CONTRACTOR suffers delay to meet any of the contract conditions or specifications, or delivers work of a poor quality, or fails to rectify work as requested by TRANSNET within a period of seven (7) days, TRANSNET will have the right to cancel the contract without any further compensation.
- 10.3 Payment unless otherwise agreed between TRANSNET and the CONTRACTOR will occur monthly on the last day of each calendar month. If the total work is not to the satisfaction of TRANSNET a pro rata payment reduction will occur in proportion to the total scope of the work.

11. ELECTRICITY AND WATER

Water and electricity will be supplied free of charge by Transnet. A continuous supply of water and electricity can however not be guaranteed.

12. LABOUR

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

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

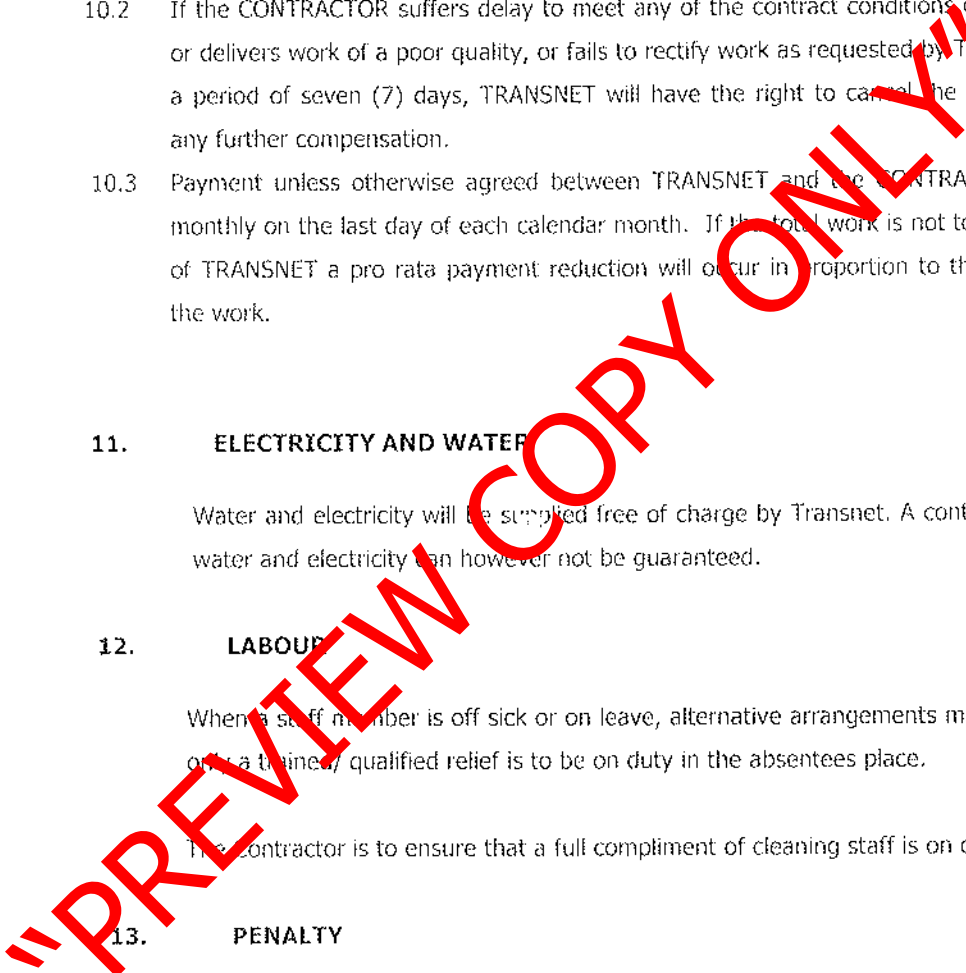
13. PENALTY

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

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

14. SUPERVISION

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



15. PAYMENT

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

**16. SAFETY ON WORK SITE (ACT NUMBER 85 OF 1993)
ENVIRONMENT CONSERVATION ACT (ACT NO. 73 OF 1989)**

For the purposes of the Occupational health and Safety Act, (Act Number 85 of 1993) and the Environment Conservation Act, (Act No. 73 of 1989) the site is transferred, for the duration of the contract, to the control of the Contractor as if it is his property. As employer, he is in every respect responsible for compliance with the provisions of these Acts, as well as the application of General Administrative regulation 13 to the employees of Transnet who visit the site.

Safety file

Within one week of notification of acceptance of his tender, the contractor shall submit his Safety file

17. SUBSTANCE ABUSE

In terms of Section 23(1)(c) and (d) of the Labour Relations Act (Act 66 of 1995) all personnel may be tested at any time for substance abuse. No person under the influence of alcohol or illegal substances is allowed on Transnet Freight Rail's premises. Being in possession, partaking and offering to others is not allowed

18. SMOKING POLICY

Transnet Freight Rail has a Smoking Policy – it must be adhered to in all public places, which includes all Transnet Freight Rail's buildings and vehicles

19. CHEMICAL AND TOXIC SUBSTANCES

All chemicals brought to the site shall be kept in **properly labelled** containers. Empty containers must be destroyed – punch holes in containers to prevent re-use for other purposes.

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

20. MEDICAL SURVEILLANCE

Employees must be on medical surveillance and records available on safety file

CONFIDENTIALITY OF TEST RESULTS

- In terms of medical and nursing ethics, confidentiality must be observed for conditions that are not a danger or a threat to Transnet Freight Rail's employees or others, if not disclosed. These conditions are amongst others: Common Cold, Flu, Diarrhoea, etc.
- Certain conditions are, however, of such a nature that it will be imperative for the Occupational Medicine Practitioner to disclose information thereof to the employer especially with regard to employees working in safety risk areas (between railway lines, ladders and moving vehicles). These include:
 - Uncontrolled Hypertension;
 - Uncontrolled Epilepsy;
 - Uncontrolled Diabetes Mellitus;
 - Vision Impairment;
 - Serious Heart Conditions;
 - Hearing Impairment etc.

These medical records will be kept confidentially

21. INDEMNITY CLAUSE

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

22. SITE BOOK

A site instruction book is to be provided by the Contractor for the duration of the contract. This book is for the recording of site instructions and all events and conditions which may affect the progress of the work.

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

23. BREACH OF CONTRACT

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

24. AMENDMENTS AND/OR ADDITIONS

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

25. HOUSING OF EMPLOYEES

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

26. TOILET FACILITIES

Use of existing toilet facilities will be permitted.

27. GENERAL

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

The owner / manager must be available during working hours

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

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

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

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

Own facilities to be kept clean and tidy daily.

28. DAMAGE TO PROPERTY AND OR SERVICES

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

29. INSURANCE

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

30. WORKING METHODS

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

The CONTRACTOR shall comply with the provisions of:
The Workmen's Compensation Act 1941 (as amended);

Basic Conditions of Employment Act (Act No. 3 of 1983) (as amended);
Provincial Ordinances and Local Authority by-laws and all relevant Regulations framed thereunder;
Labour Relations Act (Act No. 66 of 1995);
Environmental Conservation Act, 1989 (Act 73 of 1989).
The CONTRACTOR must subject himself/herself to the security requirements of TRANSNET.

31. WAGE REGULATING MEASURES

The Contractor shall acquaint himself with any relevant wage regulations measure and/or statutory enactment which may be in force or may be contemplated, and which will affect conditions of employment during the progress of the contract and he shall give effect to the provisions of such wage regulating measure and/or statutory enactment as they come into force.

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Section 3

VENDOR APPLICATION FORM

Transnet Supplier Declaration/Application

The Financial Director or Company Secretary

Transnet Vendor Management has received a request to load your company on to the Transnet vendor database. Please furnish us with the following to enable us to process this request:

1. Complete the "Supplier Declaration Form" (SDF) on page 2 of this letter
2. **Original** cancelled cheque **OR** letter from the bank verifying banking details (**with bank stamp**)
3. **Certified** copy of Identity document of Shareholders/Directors/Members (where applicable)
4. **Certified** copy of certificate of incorporation, CM29 / CM9 (name change)
5. **Certified** copy of share Certificates of Shareholders, CK1 / CK2 (if applicable)
6. A letter with the company's letterhead confirming physical and postal addresses
7. **Original** or **certified** copy of SARS Tax Clearance certificate and Vat registration certificate
8. A signed letter from the Auditor / Accountant confirming most recent annual turnover and percentage black ownership in the company **AND/OR** BEE certificate and detailed scorecard from an accredited rating agency (SANAS member).

NB:

- Failure to submit the above documentation will delay the vendor creation process.
- Where applicable, the respective Transnet business unit processing your application may request further information from you (E.g. proof of an existence of a Service/Business contract between your business and the respective Transnet business unit etc).

IMPORTANT NOTES:

- a) If your annual turnover is less than R5 million, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R5 million and percentage of black ownership and black female ownership in the company AND/OR BBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), should you feel you will be able to attain a better BBEE score.
- b) If your annual turnover is between R5 million and R35million, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific BBEE level based on any 4 of the 7 elements of the BBEE score-card, please include your BEE certificate in your submission as confirmation of your status.
NB: BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. permanent SANAS Member).
- c) If your annual turnover is in excess of R35million, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific BEE level based on all seven elements of the BBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.
NB: BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (permanent SANAS Member).
- d) To avoid PAYE tax being automatically deducted from any invoices received from you, you must also contact the Transnet person who lodged this request on your behalf, so as to be correctly classified in terms of Tax legislation.
- e) Unfortunately, No payments can be made to a vendor until the vendor has been registered, and no vendor can be registered until the vendor application form, together with its supporting documentation, has been received and processed.
- f) Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents mentioned above to the Transnet Official who is intending to procure your company's services/products in order that he/she should complete and Internal Transnet Departmental Questionnaire before referring the matter to the appropriate Transnet Vendor Master Office.

.....
Respondent's Signature

.....
Date & Company Stamp

Supplier Declaration Form

Company Trading Name							
Company Registered Name							
Company Registration Number Or ID Number If A Sole Proprietor							
Form of entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
VAT number (if registered)							
Company Telephone Number							
Company Fax Number							
Company E-Mail Address							
Company Website Address							
Bank Name				Bank Account Number			
Postal Address						Code	
Physical Address						Code	
Contact Person							
Designation							
Telephone							
Email							
Annual Turnover Range (Last Financial Year)		< R5 million	R5-35 million			> R35 million	
Does Your Company Provide		Products	Services			Both	
Area Of Delivery		National	Provincial			Local	
Is Your Company A Public Or Private Entity		Public				Private	
Does Your Company Have A Tax Directive Or IRP30 Certificate		Yes				No	
Main Product Or Service Supplied (E.G.: Stationery/Consulting)							
BEE Ownership Details							
% Black Ownership	% Black women ownership		% Disabled person/s ownership				
Does your company have a BEE certificate		Yes				No	
What is your broad based BEE status (Level 1 to 9 / Unknown)							
How many personnel does the firm employ		Permanent				Part time	
Transnet Contact Person							
Contact number							
Transnet operating division							
Duly Authorised To Sign For And On Behalf Of Firm / Organisation							
Name			Designation				
Signature			Date				
Stamp And Signature Of Commissioner Of Oath							
Name			Date				
Signature			Telephone No.				

Respondent's Signature

Date & Company Stamp

CLEANING SERVICES

ANNEXURE A

B-BBEE PREFERENCE POINTS CLAIM FORM

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

1. INTRODUCTION

- 1.1 A total of twenty preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [IRBA] or an Accounting Officer as contemplated in the Close Corporation Act [CCA] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet 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 Transnet.

2. GENERAL DEFINITIONS

- 2.1 "**all applicable taxes**" include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 "**B-BBEE status of contributor**" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 "**Bid**" means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
- 2.7 "**consortium or joint venture**" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 "**contract**" means the agreement that results from the acceptance of a bid by Transnet;

- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"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;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.

- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

- 4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points [Maximum 20]
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.5 In terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, Bidders who qualify as QSEs are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.6 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.7 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level

certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.

- 4.9 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 subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.10 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] 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 subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.11 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

5. B-BBEE STATUS AND SUBCONTRACTING

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

B-BBEE Status Level of Contribution = [maximum of 20 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

5.2 Subcontracting:

Will any portion of the contract be subcontracted? YES/NO [delete which is not applicable]

If YES, indicate:

- (i) What percentage of the contract will be subcontracted?
- (ii) The name of the subcontractor
- (iii) The B-BBEE status level of the subcontractor
- (iv) Is the subcontractor an EME? YES/NO

5.3 Declaration with regard to Company/Firm

- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]

Partnership/Joint Venture/Consortium

One person business/sole propriety

Close Corporations

Company (Pty) Ltd

(v) Describe Principal Business Activities

.....
.....
.....

(vi) Company Classification [TICK APPLICABLE BOX]

Manufacturer

Supplier

Professional Service Provider

Other Service Providers, e.g Transporter, etc

(vii) Total number of years the company/firm has been in business.....

BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet 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) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *audi alteram partem* [hear the other side] rule has been applied; and/or
 - (e) forward the matter for criminal prosecution.

WITNESSES:

- 1.
- 2.

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME:

ADDRESS:.....

ANNEXURE (B)

TRANSNET SOC LIMITED

(Registration no. 1990/000900//30)

SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993) AND APPLICABLE REGULATIONS

1. General

- 1.1 The Contractor and Transnet Limited (hereinafter referred to as "Transnet") are individual employers, each in its own right, with their respective duties and obligations set out in the Occupational Health and Safety Act, Act 85 of 1993 (the Act) and applicable Regulations.
- 1.2 The Contractor accepts, in terms of the General Conditions of Contract and in terms of the Act, his obligations as an employer in respect of all persons in his employ, or other persons on the premises or the Site or place of work or on the work to be executed by him, and under his control. He shall, before commencement with the execution of the contract work, comply with the provisions set out in the Act, and shall implement and maintain a Health and Safety Plan as described in the Construction Regulations, 2003 and as approved by Transnet, on the Site and place of work for the duration of the Contract.
- 1.3 The Contractor accepts his obligation to complying fully with the Act and applicable Regulations notwithstanding the omission of some of the provisions of the Act and the Regulations from this document.
- 1.4 Transnet accepts, in terms of the Act, its obligations as an employer of its own employees working on or associated with the site or place of work, and the Contractor and Technical Officer or his deputy shall at all times, co-operate in respect of the health and safety management of the site, and shall agree on the practical arrangements and procedures to be implemented and maintained during execution of the Works.
- 1.5 In the event of any discrepancies between any legislation and this specification, the applicable legislation will take precedence.

2. Definition

- 2.1 In this specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -
- 2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "**Construction Work**", which, in terms of the Construction Regulations, 2003 means any work in connection with: -
- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
 - (b) the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;
 - (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
 - (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;
- 2.3 "**competent person**" in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered as per the South African Qualifications Authority Act, 1995 these qualifications and training shall be deemed to be the required qualifications and training;

- 2.4 "contractor" means principal contractor and "subcontractor" means contractor as defined by the Construction Regulations, 2003.
- 2.5 "fall protection plan" means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods applied to eliminate the risk;
- 2.6 "health and safety file" means a file, or other record in permanent form, containing the information required to be kept on site in accordance with the Act and applicable Regulations;
- 2.7 "Health and Safety Plan " means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;
- 2.8 "Risk Assessment" means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 2.9 "the Act" means the Occupational Health and Safety Act No. 85 of 1993.

3. Procedural Compliance

- 3.1 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-
- (a) includes the demolition of a structure exceeding a height of 3 metres; or
 - (b) includes the use of explosives to perform construction work; or
 - (c) includes the dismantling of fixed plant at a height greater than 3m,
- and shall also notify the Provincial Director in writing when the construction work exceeds 30 days or will involve more than 300 person days of construction work and if the construction work:-
- (a) includes excavation work deeper than 1m; or
 - (b) includes working at a height greater than 3 metres above ground or a landing.
- 3.2 The notification to the Provincial Director shall be on a form similar to Annexure A of the Construction Regulations, 2003, also known in Annexure 1 of this Specification. The Contractor shall ensure that a copy of the completed notification form is kept on site for inspection by an inspector, Technical Officer or employee.
- 3.3 The Contractor shall, in accordance with the Act and applicable Regulations, make all the necessary appointments of competent persons in writing on a form similar to Annexure 2 of this Specification and deliver copies thereof to the Technical Officer. Copies should also be retained on the health and safety file.
- 3.4 Subcontractors shall also make the above written appointments and the Contractor shall deliver copies thereof to the Technical Officer.
- 3.5 In the case of a self-employed Contractor or any subcontractor who has the appropriate competencies and supervises the work himself, the appointment of a construction supervisor in terms of regulation 6.1 of the Construction Regulations, 2003 will not be necessary. The Contractor shall in such a case execute and sign a declaration, as in Annexure 3, by which he personally undertakes the duties and obligations of the "Chief Executive Officer" in terms of section 16(1) of the Act.
- 3.6 The Contractor shall, before commencing any work, obtain from the Technical Officer an access certificate as in Annexure 4 executed and signed by him, permitting and limiting access to the designated site or place of work by the Contractor and any subcontractors under his control.
- 3.7 Procedural compliance with Act and Regulations, as above, shall also apply to any subcontractors as employers in their own right. The Contractor shall furnish the Technical Officer with full particulars of such subcontractors and shall ensure that they comply with the Act and Regulations and Transnet's safety requirements and procedures.

4. Special Permits

Where special permits are required before work may be carried out such as for hotwork, isolation permits, work permits and occupations, the Contractor shall apply to the Technical Officer or the relevant authority for such permits to be issued. The Contractor shall strictly comply with the conditions and requirements pertaining to the issue of such permits.

5. Health and Safety Programme

5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -

- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;
- (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
- (iii) ensuring, as far as is reasonably practical, in terms of section 27 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.

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

5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessment shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:

- (a) The identification of the risks and hazards that persons may be exposed to;
- (b) the analysis and evaluation of the hazards identified;
- (c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
- (d) a monitoring and review plan.

5.4 The Health and Safety Plan shall include full particulars in respect of: -

- (a) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;
- (b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
- (c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;
- (d) the site access control measures pertaining to health and safety to be implemented;
- (e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Technical Officer with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and
- (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.

- 5.4 The Health and Safety programme shall be subject to the Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.
- 5.5 The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between the them, but at least once every month.
- 5.6 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site, or which poses a threat to the health and safety of persons.
- 5.7 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.
- 5.8 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

6. Fall Protection Plan

- 6.1.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risk relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;
- 6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.
- 6.3 The fall protection plan shall include:-

- (a) A Risk Assessment of all work carried out from an elevated position;
- (b) the procedures and methods to address all the identified risks per location;
- (c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;
- (d) the training of employees working from elevated positions; and
- (e) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.

7. Hazards and Potential Hazardous Situations

The Contractor and the Technical Officer shall immediately notify one another of any hazardous or potentially hazardous situations which may arise during performance of the Contract by the Contractor or any subcontractor and, in particular, of such hazards as may be caused by the design, execution and/or location and any other aspect pertaining to the contract work.

8. Health and Safety File

- 8.1 The Contractor shall ensure that a health and safety file is opened and kept on site and shall include all documentation required as per the Act and applicable regulations, and made available to an inspector, the Technical Officer, or subcontractor upon request.
- 8.2 The Contractor shall ensure that a copy of the both his Health and Safety Plan as well as any subcontractor's Health and Safety Plan is available on request to an employee, inspector, contractor or the Technical Officer.
- 8.3 The Contractor shall hand over a consolidated health and safety file to the Technical Officer upon completion of the Construction Work and shall in addition to documentation mentioned in the Act and applicable Regulations include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

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ANNEXURE 1

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3(1) of the Construction Regulations

NOTIFICATION OF CONSTRUCTION WORK

-
-
- 1(a) Name and postal address of principal contractor:
.....
 - (b) Name and tel. no of principal contractor's contact person:
.....
 - 2. Principal contractor's compensation registration number:
 - 3.(a) Name and postal address of client:
.....
 - (b) Name and tel no of client's contact person or agent:
.....
 - 4.(a) Name and postal address of designer(s) for the project:
.....
 - (b) Name and tel. no of designer(s) contact person:
.....
 - 5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6(1).
.....
 - 6. Name/s of principal contractor's construction sub-ordinate supervisors on site appointed in terms of regulation 6(2).
.....
 - 7. Exact physical address of the construction site or site office:
.....
 - 8. Nature of the construction work:
.....
.....
.....
 - 9. Expected commencement date:
 - 10. Expected completion date:

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11. Estimated maximum number of persons on the construction site: _____

12. Planned number of contractors on the construction site accountable to the principle contractor:

13. Name(s) of contractors already chosen.

Principal Contractor **Date**

Client **Date**

* THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

* **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

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ANNEXURE 2

(COMPANY LETTER HEAD)

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) :

SECTION/REGULATION: _____

REQUITRED COMPETENCY: _____

In terms of _____ I, _____

representing the Employer) do hereby appoint _____

As the Competent Person on the premises at _____

(physical address) to assist in compliance with the Act and the applicable Regulations.

Your designated area/s is/are as follows :-

Date : _____

Signature :- _____

Designation :- _____

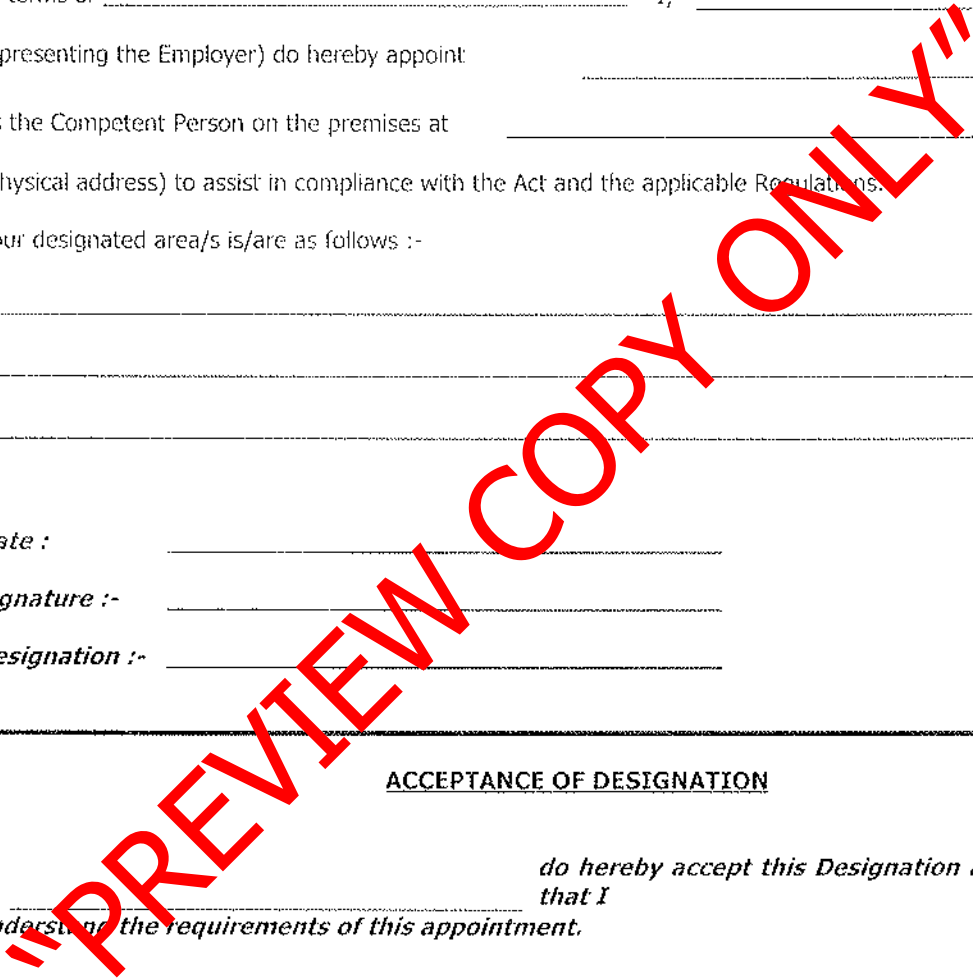
ACCEPTANCE OF DESIGNATION

I, _____ do hereby accept this Designation and acknowledge
that I understand the requirements of this appointment.

Date : _____

Signature :- _____

Designation :- _____



ANNEXURE 3**(COMPANY LETTER HEAD)****OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) :****DECLARATION**

In terms of the above Act I, _____ am personally assuming the duties and obligations as Chief Executive Officer, defined in Section 1 of the Act and in terms of Section 16(1), I will, as far as is reasonably practicable, ensure that the duties and obligations of the Employer as contemplated in the above Act are properly discharged.

Signature :- _____

Date : _____

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ANNEXURE 4**(LETTER HEAD OF BUSINESS DIVISION OR UNIT OF TRANSNET LIMITED)****SITE ACCESS CERTIFICATE**

Access to : _____ (Area)
 Name of Contractor/Builder :- _____
 Contract/Order No.: _____

The contract works site/area described above are made available to you for the carrying out of associated works

In terms of your contract/order with
 (company) _____

Kindly note that you are at all times responsible for the control and safety of the Works Site, and for persons under your control having access to the site.

As from the date hereof you will be responsible for compliance with the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended, and all conditions of the Contract pertaining to the site of the works as defined and demarcated in the contract documents, including the plans of the site or work areas forming part thereof.

Signed : _____ Date : _____
TECHNICAL OFFICER

ACKNOWLEDGEMENT OF RECEIPT

Name of Contractor, Builder
 :- _____

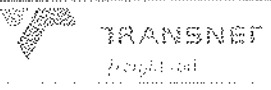
I,

do hereby acknowledge and accept the
 duties

and obligations in respect of the Safety of the site/area of Work in terms of the Occupational Health and Safety Act; Act 85 of 1993.

Name : _____ Designation : _____

Signature : _____ Date : _____

	
SECTION 2	SAFEGUARDING : MECHANICAL, ELECTRICAL AND PERSONAL
MBO 2.17	HAZARDOUS CHEMICAL SUBSTANCES CONTROL

INTENT: *THE FULL SCOPE OF ACCOUNTABILITY ASSOCIATED WITH HAZARDOUS CHEMICALS CONSIDERED AND RELATED SHE RISKS MANAGED.*

STANDARDS

- ◆ **RESPONSIBLE PERSON**
Designated Person, SHE Administrator and SHE Co-ordinator
- ◆ **INVENTORY CONTROL**
 - A basic Hazardous Chemical Substances (HCS) Risk Assessment must be carried out every two years to determine the risk control factors on the premises.
 - Material Safety Data Sheets (MSDS) of all HCS must be available to all employees
 - All employees must be trained in the identification of the Hazardous Chemical Substances transported and be made aware of the risks associated with the HCS's. All employees must undergo HAZMAT training.
 - Reporting procedure must be in place in the event of spillages or leaks on tankers/containers. Link 4.11
- ◆ **PERSON DESIGNATED TO CO-ORDINATE HAZARDOUS CHEMICAL SUBSTANCE**

ANNEXURE (C)

2.17 Standard

- A competent person must be appointed in writing to co-ordinate Hazardous Chemical Substances.
- Person must be trained.
- The designated person must revise the alphabetical list of Hazardous Chemical Substance annually and update it if necessary.

◆ MATERIAL SAFETY DATA SHEETS (MSDS) AVAILABLE

- Obtain MSDS for all Hazardous Chemical Substances on list.
- All MSDS must be written in compliance with legislation/international standards.
- MSDS information must be accessible and applied in all user departments and first-aid post.
- MSDS kept up to date with the latest information on the product/substance
- MSDS must include emergency, spill containment and clean-up procedures.

◆ RADIO-ACTIVE SOURCES

- The containers must be clearly marked when radioactive material is transported.
- If the containers are stationed in Marshalling yards it must be guarded.
- Responsible persons to ensure that prescribed procedures are followed.