

**Transnet Freight Rail**

an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFQ] BFX/52187

FOR THE PROVISION OF : CLEANING SERVICES FOR TRANSNET FREIGHT RAIL, RAIL NETWORK, BLOEMFONTEIN FOR A PERIOD OF 12 MONTHS

RFP NUMBER	BFX/52187
ISSUE DATE:	28 February 2013
CLOSING DATE:	19 March 2013
CLOSING TIME:	10:00
BID VALIDITY PERIOD:	19 June 2013

“PREVIEW COPY ONLY”

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LIST OF ACRONYMS

B-BBEE	Broad-Based Black Economic Empowerment
CD	Compact/computer disc
DAC	Divisional Acquisition Council
DPE	Department of Public Enterprises
DTI	Department of Trade and Industry
EME	Exempted Micro Enterprise
FRC	Further Recognition Criteria
GBC	General Bid Conditions
ID	Identity Document
JV	Joint Venture
LOI	Letter of Intent
NDA	Non-Disclosure Agreement
NGP	New Growth Path
OD	Transnet Operating Division
PTN	Post-Tender Negotiations
QSE	Qualifying Small Enterprise
RFP	Request for Proposal
SD	Supplier Development
SME	Small Medium Enterprise
SOC	State Owned Company
TAC	Transnet Acquisition Council
TCO	Total Cost of Ownership
VAT	Value-Added Tax
ZAR	South African Rand

**RFQ FOR THE PROVISION OF CLEANING SERVICES FOR TRANSNET FREIGHT RAIL, RAIL NETWORK, BLOEMFONTEIN
FOR A PERIOD OF 12 MONTHS**

Section 1 : NOTICE TO BIDDERS

1 PROPOSAL REQUEST

Responses to this RFQ [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**] for provision of CLEANING SERVICES [**the Services**] to Transnet.

On or after 28 February 2013, the RFQ documents may be inspected at, and are obtainable from the office of Supply Chain Services, Rail Engineering Admin Building, Room 102, Transnet Road, Bloemfontein.

RFQ documents will only be available until 6 March 2013 at 14h00

Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.

2 FORMAL BRIEFING

A compulsory pre-Quotation site meeting and/or briefing session will be conducted at Supply Chain Services, Rail Engineering Admin Building, Room102, Bloemfontein on the 7 March 2013, at 10:00 for a period of ± 5 hours. **(Respondent to provide own transportation and accommodation).**

Respondents failing to attend the compulsory site meeting and/or briefing session will be disqualified.

Respondents without a valid RFQ document in their possession will not be allowed to attend the site meeting and/or briefing session.

The briefing session will start punctually at 10:00 and Respondents arriving late will not be accommodated.

For specific queries before the closing of the RFQ, the following Transnet employee(s) may be contacted by email only:

Name	:	Gideon Joubert
Division	:	Supply Chain Services
Email	:	Gideon.Joubert@Transnet.net

3 PROPOSAL SUBMISSION

Proposals must reach the Supply Chain Services , Admin Support, Tender Box, Kimberley before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

RFQ No:	BFX/52187
Description:	Cleaning Services for Transnet Freight Rail, Rail Network, Bloemfontein
Closing date and time:	19 March 2013 at 10h00
Closing address	<i>[Refer to options in paragraph 4 below]</i>

4 DELIVERY INSTRUCTIONS FOR RFQ

4.1 Delivery by hand

If delivered by hand, the envelope is to be deposited in the Transnet Tender Box which is located at Kimberley, and should be addressed as follows:

**SUPPLY CHAIN SERVICES
ADMIN SUPPORT
TENDER BOX
OFFICE NO. 2
REAL ESTATE MANAGEMENT BUILDING
AUSTEN STREET
BEACONSFIELD
KIMBERLEY
CONTACT PERSON : MAGGIE PAIN TEL 053-838 3341**

- (i) The measurements of the "tender slot" are 400mm wide x 100mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 3 above.
- (ii) It should also be noted that the office hours is from 7H30 TO 16H00 MONDAY TO FRIDAYS ONLY.(Closed on public holidays)

4.2 Dispatch by courier

If dispatched by courier, the envelope must be addressed as follows and a signature obtained from that Office:

**SUPPLY CHAIN SERVICES
ADMIN SUPPORT
TENDER BOX
OFFICE NO. 2
REAL ESTATE MANAGEMENT BUILDING
AUSTEN STREET
BEACONSFIELD
KIMBERLEY
CONTACT PERSON : MAGGIE PAIN TEL 053-838 3341**

4.3 Please note that this RFQ closes punctually at **10:00 on Tuesday 19 March 2013.**

4.4 If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "NON-RESPONSIVE" and will be disqualified.

4.5 No email or facsimile responses will be considered, unless otherwise stated herein.

4.6 The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.

4.7 Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.

4.8 Envelopes must not contain documents relating to any RFQ other than that shown on the envelope. All envelopes must reflect the return address of the Respondent on the reverse side.

- 4.9 No slips are to be attached to the response documents. 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, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

5 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 B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

5.1 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 the following:

- Proposals will be evaluated on price which will be allocated 80 or 90 points and preference which will be allocated 20 or 10 points, dependent on the value of the Goods or Services
- The 80/20 preference point system applies where the acquisition of the Goods or Services will be less than R1 000 000.00.
- If the 80/20 preference point system is stipulated and all Bids received exceed R1 000 000.00, the RFQ will be cancelled
- If this RFQ, Transnet will apply 80/20 as prescribed in the PPPFA.

In compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as from 1 October 2011 valid B-BBEE Verification Certificates must be issued by:

- (i) Verification Agencies accredited by the South African National Accreditation System [SANAS]; or
- (ii) Registered Auditors approved by the Independent Regulatory Board of Auditors [IRBA], in accordance with the approval granted by the Department of Trade and Industry.

Enterprises will be rated by such agencies based on the following:

- a) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
 - Rating level based on all seven elements of the B-BBEE scorecard
- b) **Qualifying Small Enterprises – QSE** [i.e. annual turnover between R5 million and R35 million]:
 - Rating based on any four of the elements of the B-BBEE scorecard
- c) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:

In accordance with B-BBEE Codes of Good Practice [Statement 000, Section 4], any enterprise with an annual total revenue of R 5 million or less qualifies as an EME.

- Automatic rating of B-BBEE Level 4 irrespective of race or ownership
- Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as B-BBEE Level 3

Sufficient evidence to qualify as an EME would be a certificate (which may be in the form of a letter) from an auditor or accounting officer or a certificate from a Verification Agency accredited by SANAS. The certificate must confirm the company's turnover, black ownership / black female ownership and B-BBEE status level and validity date.

Respondents are required to furnish proof of the above to Transnet. [i.e. a detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or a valid certificate in respect of EMEs].

Transnet will accordingly allocate a maximum of **20 [twenty] points** in accordance with the **80/20** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating.

N.B. Failure to submit a B-BBEE certificate, which is valid as at the Closing Date of this RFQ, will result in a score of zero being allocated for B-BBEE.

(Refer Section 2 clause 9 for Returnable Documents required)

6 Evaluation Criteria

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

- Administrative responsiveness - Completeness of response and returnable documents
- Substantive responsiveness – Prequalification criteria must be met and whether the Bid materially complies with the scope and/or specification given
- Weighted evaluation based on 80/20 preference point system as indicated in paragraph 5 above:
 - Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing will be critical in indicating how much you value Transnet's business
 - B-BBEE status of company
 - Fixed price (for duration of contract)

Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

7 COMMUNICATION

Respondents are warned that a Proposal will be liable to disqualification should any attempt be made by a Respondent 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.

7.1 For specific queries relating to this RFQ, an RFQ Clarification Request Form should be submitted before **12:00 on 15 March 2013**, substantially in the form set out in Section 12 hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected RFQ documents. For this purpose all Respondents are required to indicate by email their intention to respond to this RFQ by informing Transnet of their contact details as soon as possible but on or before 18 March 2013 to Maggie.pain@transnet.net.

7.2 After the closing date of the RFQ, a Respondent may only communicate with the Secretariat of the Transnet Acquisition Council, at telephone number 011-5449486, email Prudencenkabinda@transnet.net on any matter relating to its RFQ Proposal.

Respondents found to be in collusion with one another will be automatically disqualified and blacklisted from doing business with Transnet in the future.

8 INSTRUCTIONS FOR COMPLETING THE RFQ

8.1 Sign original documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding document .

8.2 Document is to be submitted to the address specified in paragraph 4 above.

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 ADDITIONAL NOTES

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

10.2 The person or persons signing the Proposal must be legally authorised by the Respondent to do so [Refer Section 6 – Signing Power, Resolution of the Board of Directors]. A list of those person(s) authorised to negotiate on behalf of the Respondent [if not the authorised signatories] must also be submitted along with the Proposal together with their contact details.

10.3 Transnet will not do business with companies involved in B-BBEE fronting practices.

10.4 Transnet may wish to visit the Respondent's place of business during this RFQ process.

10.5 Transnet reserves the right to undertake post-tender negotiations [**PTN**] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this RFQ document.

10.6 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFQ shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

**FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS
MAY RESULT IN A PROPOSAL BEING REJECTED**

11 DISCLAIMERS

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

- 11.1 modify the RFQ's 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 not necessarily accept the lowest priced Proposal;
- 11.5 reject all Proposals, if it so decides;
- 11.6 withdraw the RFQ on good cause shown;
- 11.7 award a contract in connection with this Proposal at any time after the RFQ's closing date;
- 11.8 award a contract for only a portion of the proposed Services which are reflected in the scope of this RFQ;
- 11.9 split the award of the contract between more than one Service Provider; or
- 11.10 make no award of a contract.

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to indicate in Section 11 [*Breach of Law*] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

Kindly 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.

**Transnet urges its clients, suppliers and the general public
to report any fraud or corruption to
TIP-OFFS ANONYMOUS : 0800 003 056**

RFQ FOR THE PROVISION OF CLEANING SERVICES FOR TRANSNET FREIGHT RAIL, RAIL NETWORK, BLOEMFONTEIN**FOR A PERIOD OF 12 MONTHS****Section 2 : BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS****1 BACKGROUND**

This is an all-inclusive Cleaning Service that includes the provision and maintenance of cleaning equipment as well as the provision of cleaning materials (Cleaning detergents/disinfectants/polishes/finishes, etc. required for the intended service for **Transnet Freight Rail, Rail Network, Bloemfontein**. The work shall be done in working hours from 07:30 to 16:00 from Mondays to Fridays (Excluding weekends and Public Holidays).

In the event that the contractor is unable to or fails to provide the required service on a specific day, Transnet Freight Rail reserves the right to employ another Supplier at the expense of the Contractor. All additional expenses incurred to arrange for an alternative Supplier will be for the account of the Contractor.

The service provider must have a valid landline , cell phone and email address for communication purposes.

2 EXECUTIVE OVERVIEW

Our objective is to source all activity through a Preferred Service Provider(s) capable of servicing all Transnet Operating Divisions in locations around the country.

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

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

- 2.1 Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Service Provider(s).
- 2.2 Transnet end users must be able to rely on the chosen Service Provider's personnel for service enquiries, recommendations and substitutions.

3 SCOPE OF REQUIREMENT

This contract covers the cleaning of offices, boardrooms, kitchens, ablutions and common areas on a daily basis between 07:30 and 16:00 (Excluding weekends and Public Holidays) at Transnet freight Rail, Rail Network, Bloemfontein.

4 GREEN ECONOMY / CARBON FOOTPRINT

Whereas Transnet cannot prescribe a Respondent’s commitment to environmental issues, Transnet would wish to have an understanding of your company’s position in this regard, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity’s policies in this regard.*

5 GENERAL SERVICE PROVIDER OBLIGATIONS

- 5.1 The Service Provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 5.2 The Service Provider(s) must comply with the requirements stated in this RFQ.

6 SERVICE LEVELS

- 6.1 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.
- 6.2 Transnet will have quarterly reviews with the Service Provider’s account representative on an on-going basis.
- 6.3 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.
- 6.4 The Service Provider guarantees that it will achieve a 95% service level on the following measures:
 - a) Conduct a monthly “Performance review” to determine the overall performance of the Service Provider(s)
 - b) Penalties for non-performance will be levied as agreed upon by both parties in the Service Level Agreement
 - c) The Service provider must provide a telephone number and e-mail address for customer service
- 6.5 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] days’ notice to the Service Provider of its intention to do so.

Acceptance of Service Levels:

YES		NO	
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7 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 a Service Provider, in relation to:

7.1 Quality of Services delivered:

7.2 Continuity of the provision of Services:

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

8 REFERENCES

Please indicate below the company names and contact details of existing customers whom Transnet may contact to seek third party evaluations of your current service levels:

NAME OF COMPANY	CONTACT PERSON	TELEPHONE

9 PRE-QUALIFICATION AND EVALUATION CRITERIA

RETURABLE DOCUMENTS, SCHEDULES AND ANNEXURES

Returnable Documents and Schedules

Respondents are required to submit the following returnable documents and schedules with their responses. All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these mandatory Returnable Documents, Schedules and Annexures by so indicating [**Yes or No**] in the table below:

Respondent's Signature

Date & Company Stamp
Transnet ISCM Services: RFP October 2012

RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
SECTION 3 : Pricing & Delivery Schedule	
SECTION 5 : Original valid Tax Clearance Certificate	
Proof of Public Liability insurance. Please provide certified copy of insurance policy.	
Proof of membership to the Contract Cleaning Associations (NCCA) or any other accredited affiliation	
Proof of registration with UIF	
Proof of registration with the National Contract Cleaning Provident Fund (NCCPF)	
Proof of statutory wages as set out in the Basic Conditions of Employment Act, 1997	
Proof of payslips for month of November 2011, December 2011, November 2012 and December 2012 (min of 3 payslips)	
Proof of Suppliers with a local operating footprint in the Mangaung Municipality area will be favourably considered(Transnet reserves the right to visit the bidders work premises and one of the bidder/s clients)	

Failure to provide all the above-referenced returnable documents at the closing date and time of this tender will result in a Respondent's disqualification. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

Essential Returnable Documents and Schedules

Respondents are required to submit the following essential returnable documents and schedules with their responses. All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these essential Returnable Documents, Schedules and Annexures by so indicating [Yes or No] in the table below:

Respondent's Signature

Date & Company Stamp

Transnet ISCM Services: RFP October 2012

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
SECTION 1 : Notice to Bidders	
SECTION 2 : Background, Overview and Scope of Requirements	
SECTION 4 : Proposal Form	
SECTION 5 : Vendor Application Form	
- Original cancelled cheque or bank verification of banking details	
- Certified copies of IDs of shareholder/directors/members [as applicable]	
- Certified copy of Certificate of Incorporation [CM29/CM9 name change]	
- Certified copy of share certificates [CK1/CK2 if CC]	
- Entity's letterhead	
- Certified copy of valid VAT Registration Certificate	
- Valid B-BBEE Verification Certificate [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard	
- Certified copy of valid VAT Registration Certificate	
- Audited Financial Statements for previous 3 years	
SECTION 6 : Signing Power - Resolution of Board of Directors	
SECTION 7 : Certificate of Acquaintance with RFP Documents	
SECTION 8 : Certificate of Acquaintance with General Bid Conditions – Services	
SECTION 9 : Certificate of Acquaintance with Terms and Conditions of Contract	
SECTION 10 : RFP Declaration Form	
SECTION 11 : Breach of Law Form	
SECTION 12 : Supplier Code of Conduct	
SECTION 14 : Certificate of Acquaintance with Specifications	
SECTION 15 : Non-Disclosure Agreement	
SECTION 16 : General Bid Conditions	
SECTION 17 : Standard Terms and Conditions of Contract	
Letter of Good Standing	
Medical fitness certificates of employees to be submitted on award of business	
Certificate indicating that cleaners are trained and competent in the use of hazardous chemical substances, cleaning materials and deep cleaning on award of business	
Contract between Service Provider and cleaners on award of business	
Summary of implementation plan on award of business	
Health and Safety policy	

.....
Respondent's Signature

.....
Date & Company Stamp

Failure to provide all the above-referenced returnable documents may result in a Respondent's disqualification at Transnet's sole discretion. Bidders are therefore urged to ensure that all these documents are returned with their Proposals.

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

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

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

Where:

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

**RFQ FOR THE PROVISION OF CLEANING SERVICES FOR TRANSNET FREIGHT RAIL, RAIL NETWORK,
BLOEMFONTEIN****FOR A PERIOD OF 12 MONTHS****CONTRACTUAL OBLIGATIONS****1. TO BE SUPPLIED BY TRANSNET FREIGHT RAIL**

Jumbo rolls, toilet paper, Urinal P-trap mats, folded hand towels and liquid hand soap.

2. TO BE SUPPLIED BY THE CONTRACTOR

Except where otherwise specified, the Contractor shall supply all labour, transport, vacuum cleaners, scrubbing/polishing machine (industrial brooms, mops, buckets, dusters, rags, **batteries and refills for air freshener dispensers**, cleaning agents, refuse bags, necessary sign boards e.g. Wet floor/Slippery, PVC gloves with distinctive colours for various applications required for the carrying out and completion of the work included in this contract.

Only SABS approved cleaning agents are to be used in the execution of the contract and the work is to be performed in a proper workmanlike manner to the full satisfaction of Transnet.

Note: Maintain all equipment in good order so as to comply with Transnet's Occupational Health and Safety Standards

3. 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.

4. PERSONNEL

Cleaners must be:

- Be in possession of a valid S.A. identity document
- Be resident in an area which is reasonably close to the place of work
- Meet the physical requirements of cleaning duties
- Ensure that all personnel working under this contract are in good health and pose no risk to any Transnet employees.
- Comply with Transnet's security and emergency policies, procedures and regulations
- Ensure that all personnel are adequately trained prior to the commencement of the contract.
- Cleaners must be functionally literate, e.g. able to comprehend warning signs

5. 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.

6. UNIFORM CLOTHING

The Contractor shall provide cleaners with uniforms, which state the name of the Service Provider as well as the personnel's name and surname and that can be clearly identified from other Service Providers.

Note: Provide all personnel working under this contract with adequate and appropriate PPE and clothing to ensure these items are worn at all times

7. PROGRAM OF WORK

Within 1 week of notification of acceptance of his tender, the Contractor shall submit to the Project Manager for his approval and acceptance 4 copies of a fully detailed program of work in the form of an acceptable bar chart. The first payment certificate will not be passed for payment until this program has been lodged with the Project Manager.

The Contractor shall notify the Project Manager in writing as soon as it becomes apparent the progress of any aspect of the work will not conform to the program of work and shall resubmit, at no additional cost, revised programs which shall be subject to the approval of the Depot Engineer.

Any revision of program by the Contractor does not in any way whatsoever relieve the Contractor of his obligations to complete the work for each day as specified or justify any revision of the tendered amount.

8. COMPLETION TIME, PENALTY

In the event of the successful tenderer failing to complete all the work as specified in the particular specification (program of work, clause 6) every day the contractor shall pay Transnet R100,00 (**One hundred Rand**) per outstanding item per day, as penalty, in terms of the Conventional Penalties Act of 1962, as amended, for each day the work, as set out in the particular specification, remains incomplete.

9. SUPERVISION

It is noted that a Supervisor will be on site at all times to address any problems that may arise out of the service rendered and to carry out inspections on a weekly basis and a checklist be signed off by the Transnet Health and Safety Representative.

Staff administration to be handled by the contractors own personnel/supervisor on premises and not by Transnet personnel.

10. 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.

11. INDEMNITY CLAUSE

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

12. 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 the 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 1 week of notification of acceptance of his tender, the Contractor shall submit to the Project Manager for his approval and acceptance a Safety file containing the following:

- Company Registration details/ CK / Registration document
- Proof of Coida registration
- Letter of good standing
- Risk assessment
- MSDS (material safety data sheet) for each chemical on site
- Emergency contact information (list)
- Letters of appointment and proof of training for First Aider, Fire Fighter, and She Rep
- PPE requirement list to be used for the job being done
- List of machinery to be used on site
- First aid box must be on site with an inspection list
- Fire equipment must be on site with an inspection list

Safety Talk template and schedule
 Proof of induction
 Training certificates for any person handling machinery

13. SUBSTANCE ABUSE

The OHS Act (Act 85 of 1993) clearly states in the Safety Regulations no. 2A "INTOXICATION" **An employer or user, as the case may be, shall not permit any person who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace**". Transnet Freight Rail enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters their premises.

14. 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

15. 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.

16. 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

On award of business medical fitness certificates for cleaning staff must be submitted.

17. DAMAGE TO PROPERTY AND/OR SERVICES

The contractor shall take adequate precaution against damage to existing assets and injury to persons during the course of the contract. The successful tenderer will be responsible for the repairs and/or the costs incurred in such repairs to any damages caused to Transnet's property by the successful tenderer's staff while carrying out the required work.

18. SITE BOOK

A site instruction book will 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.

19. 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.

20. 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.

21. HOUSING OF EMPLOYEES

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

22. TOILET FACILITIES

Use of existing toilet facilities will be permitted.

23. ESCALATION OF COST

Price escalations will not be entertained.

24. GENERAL

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

The owner / manager must be available 24 hours a day

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

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

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 does not automatically have access or use of food at meetings, courses, etc.

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RFQ FOR THE PROVISION OF CLEANING SERVICES FOR TRANSNET FREIGHT RAIL, RAIL NETWORK, BLOEMFONTEIN

FOR A PERIOD OF 12 MONTHS

SPECIFICATION FOR CLEANING SERVICES : RAIL NETWORK BUILDING (ASSET NO. 02AX318B, 02MX029B, 02MX030B, 02MX025B, 02MX026B, 02DX191B, 02AX320B, 02MX027B, 02MX028B)

PERWAY COMPLEX (ASSET NO. 02AX323B, 02AX324B, 02AX325B, 02AX326B, 02AX327B) & WORKSHOP COMPLEX (ASSET NO. 02AX337B, 02AX339B, 02AX340B, 02AX343B, 02MM018B, 02MX031B)

Floor Maintenance:

(a) Resilient Floors:

Sweep or damp mop.	Daily
Machine burnish.	As Necessary
All wooden Floors and surfaces maintained	As Necessary

(b) Stone Floors (Marble, Terrazzo, Ceramic Tiles, etc.):

Sweep.	Daily
Damp Mop.	Daily
Machine Buff.	As Necessary
Machine Scrub.	As Necessary

(c) Rugs and Carpeting:

Vacuum clean thoroughly	
- heavy traffic areas	Daily
- medium traffic areas	Alt. Days
- light traffic areas	Twice weekly

Dusting:

Dust all horizontal surfaces (low level).	Daily
Dust all high ledges and fittings. *	Weekly
Dust all vertical surfaces (walls, cabinets, etc). *	Weekly
* To a height of 2.5 metres.	
Dust all window ledges (high and low).	Daily
Clean and disinfect all telephones.	Daily

Waste Disposal:

Empty and clean all ashtrays.	Daily
Empty and clean all waste receptacles.	Daily
Remove all waste to specified areas.	Daily

Respondent's Signature

Date & Company Stamp

Transnet ISCM Services: RFP October 2012

Walls and Paintwork:

Spot clean all low surfaces, i.e. glass, walls, doors and light switches. Daily

Glass and Metal Work:

Spot clean glass doors. Daily

Clean and polish all bright metal fittings. Weekly

Entrances and Receptions:

Sweep entrance steps and entrance. Daily

Clean doormats and wells. Daily

Wash steps. Daily

All Toilets and Ablutions: (Including Showers)

Maintain floor according to type. Daily

Damp mop floor with disinfectant. Daily

Empty and clean all waste receptacles. Daily

Clean and sanitise all bowls, basins, urinals, showers and baths (where applicable). Daily

Clean all mirrors. Daily

Clean all metal fittings. Daily

Spot clean walls, doors and partitions and lockers, where applicable. Daily

Replenish consumables, i.e. toilet paper, jumbo rolls, urinal p-trap mats, air freshener, liquid soap and towel cabinets. Daily

Deep clean all toilets, urinals, showers and baths Quarterly

All Staircases:

Dust handrails and fittings. Daily

Maintain landings, treads and risers according to finish. Daily

Clean fire escapes. Weekly

Window Cleaning:

Clean exterior faces of all accessible windows. **(Interior and exterior)** Quarterly

Clean partition glass. (Spot cleaning daily) Daily

Clean interior faces of all accessible windows. Monthly

Vertical / Venetian/ Wooden Blinds:

Dust.	Monthly
Maintain wooden finish	Monthly

Open / Covered Parking:

Pick up litter and remove to agreed area.	Daily
---	-------

Walkways / Building Surrounds:

Pick up litter and remove to agreed area.	Daily
Sweep.	Weekly

Compactor / Refuse Area:

Operate compactor.	N/A
Maintain compactor / refuse area in a clean and hygienic condition.	Daily

Miscellaneous:

Open and Closed Office Areas Including Meeting, Board Rooms, Interview, Training Rooms and Executive Board Rooms

Polish desks and office furniture.	Fortnightly
Wash vinyl covered furniture.	Monthly
Vacuum cloth covered furniture.	Monthly
Vacuum free standing cloth partitions.	Quarterly
Wall paper finish spot clean.	Weekly
Wash crockery and cutlery	Daily

Diningrooms/ Kitchens/ Coffee Bars/Entertainment Areas/ Executive Lounge / Seating Areas:

Maintain floor according to type.	Daily
Dust all vertical and horizontal surfaces to a height of 2.0m.	Daily
Damp wipe furniture.	Daily
Empty and clean ashtrays and waste receptacles.	Daily
Damp mop spills.	Daily

**RFQ FOR THE PROVISION OF CLEANING SERVICES FOR TRANSNET FREIGHT RAIL, RAIL NETWORK,
BLOEMFONTEIN**

FOR A PERIOD OF 12 Months

Section 3 : PRICING AND DELIVERY SCHEDULE

	Name of building	Working days/hours (Excluding weekends & Public Holidays)	Rate per month (Excl. VAT)
Rail Network			
1.	Asset number 02AX318B	Monday to Friday 07:30 to 16:00	R.....
2.	Asset number 02MX029B	Monday to Friday 07:30 to 16:00	R.....
3.	Asset number 02MX030B	Monday to Friday 07:30 to 16:00	R.....
4.	Asset number 02MX025B	Monday to Friday 07:30 to 16:00	R.....
5.	Asset number 02MX026B	Monday to Friday 07:30 to 16:00	R.....
6.	Asset number 02DX191B	Monday to Friday 07:30 to 16:00	R.....
7.	Asset number 02AX320B	Monday to Friday 07:30 to 16:00	R.....
8.	Asset number 02MX027B	Monday to Friday 07:30 to 16:00	R.....
9.	Asset number 02MX028B	Monday to Friday 07:30 to 16:00	R.....
Recommended number of cleaners: 2 x male			
Perway Complex			
10.	Asset No. 02AX323	Monday to Friday 07:30 to 16:00	R.....
11.	Asset No. 02AX324	Monday to Friday 07:30 to 16:00	R.....
12.	Asset No. 02AX325	Monday to Friday 07:30 to 16:00	R.....
13.	Asset No. 02AX326	Monday to Friday 07:30 to 16:00	R.....
14.	Asset No. 02AX327	Monday to Friday 07:30 to 16:00	R.....
Recommended number of cleaners: 1 x male			
Workshop Complex			
15.	Asset No. 02AX337	Monday to Friday 07:30 to 16:00	R.....
16.	Asset No. 02AX339	Monday to Friday 07:30 to 16:00	R.....
17.	Asset No. 02AX340	Monday to Friday 07:30 to 16:00	R.....
18.	Asset No. 02AX343	Monday to Friday 07:30 to 16:00	R.....
19.	Asset No. 02MM018	Monday to Friday 07:30 to 16:00	R.....
20.	Asset No. 02MX031	Monday to Friday 07:30 to 16:00	R.....
Recommended number of cleaners: 2 x male			
			Monthly rental/unit (Excl. VAT)
Supply and rental of Hygiene equipment			
21.	Plastic Tidy fold dispensers (5 ea) (Rail Network Building)		R..... p/unit

Respondent's Signature

Date & Company Stamp

Transnet ISCM Services: RFP October 2017

- | | | |
|-----|--|---------------|
| 22. | Liquid soap dispenser (15 ea)
<i>(Rail Network Building = 6; Perway Complex = 5;
Workshop Complex = 4)</i> | R..... p/unit |
| 23. | Battery operated air freshener dispenser (7 ea)
<i>(Rail Network Building = 6; Workshop Complex = 1)</i>
NB. 1 unit with anti theft bracket | R..... p/unit |
| 24. | Toilet seat sanitizer dispenser (6 ea)
<i>(Rail Network Building)</i> | R..... p/unit |

TECHNICALITIES AND REMARKS

The Hygiene equipment will remain the property of the Contractor

Notes to Pricing:

- a) Prices must be quoted in South African Rand, exclusive of VAT

Respondents are required to submit their 3-year audited financial statements with their Proposal in order to enable Transnet to establish financial stability

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Respondent's Signature

Date & Company Stamp

Transnet iSCM Services: RFP October 2012

RFQ FOR THE PROVISION OF CLEANING SERVICES FOR TRANSNET FREIGHT RAIL, RAIL NETWORK, BLOEMFONTEIN

FOR A PERIOD OF 12 MONTHS

Section 4 : PROPOSAL FORM

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, as the case may be, dated _____ a certified copy of which is annexed hereto, hereby offer to provide the above-mentioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the accompanying letter(s) reference _____ and dated _____ [if any] and the documents listed in the accompanying schedule of RFP documents.

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

- (i) Terms and Conditions of Contract;
- (ii) General Bid Conditions – Services; and
- (iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

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

Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of 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.

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

I/We accept that any contract resulting from this offer will be for a period of **12 months** and agree to a penalty clause to be negotiated with Transnet, which will allow Transnet to invoke a penalty against us should the delivery of the Services be delayed due to non-performance by ourselves.

 Respondent's Signature

 Date & Company Stamp

ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFQ. 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 RFQ

As soon as possible after approval to award the contract(s), the successful Respondent [**the Service Provider**] will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of the name of the successful 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 90 [ninety] days [from closing date] of this RFQ.

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 RFQ 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)
_____	_____	_____
_____	_____	_____

CONFIDENTIALITY

All information related to this RFQ, a subsequent contract or Purchase Order is to be treated with strict confidence. In this regard Respondents are required to complete and return a signed copy of the Non-Disclosure Agreement section 15. 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 gleaned from provision of

Respondent's Signature

Date & Company Stamp

the Services, which is either directly or indirectly related to Transnet’s business, written approval to divulge such information must be obtained from Transnet.

DISCLOSURE OF PRICES TENDERED

Respondents must indicate below whether Transnet may disclose their tendered prices and conditions to other Respondents:

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

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

PRICE REVIEW

Transnet desires a fixed price for the duration of the contract (**12 Months**).

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.....
Respondent’s Signature

.....
Date & Company Stamp
Transnet ISCM Services: RFP October 2012

By signing these RFQ documents, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof, and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

SIGNED at _____ on this _____ day of _____ 2013

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____

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RFQ FOR THE PROVISION OF CLEANING SERVICES FOR TRANSNET FREIGHT RAIL, RAIL NETWORK, BLOEMFONTEIN

FOR A PERIOD OF 12 MONTHS

Section 5 : VENDOR APPLICATION FORM

Respondents are to furnish the following documentation and complete the Vendor Application Form below:

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details [**with bank stamp**]
2. **Certified copy** of Identity Document(s) of Shareholders/Directors/Members [*where applicable*]
3. **Certified copy** of Certificate of Incorporation, CM29 / CM9 [*name change*]
4. **Certified copy** of Share Certificates [CK1/CK2 if CC]
5. **Original** letterhead confirming physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate [RSA entities only] and **certified copy** of VAT Registration Certificate
7. A signed letter from your entity's auditor or accountant confirming most recent annual turnover figures
8. **Certified copy** of valid Company Registration Certificate [*if applicable*]

Note: *No contract shall be awarded to any South African Respondent whose tax matters have not been declared by SARS to be in order.*

Vendor Application Form

Entity's trading name

Entity's registered name

Entity's Registration Number or ID Number if a Sole Proprietor

Form of entity [] CC Trust Pty Ltd Limited Partnership Sole Proprietor

How many years has your entity been in business?

VAT number [if registered]

Entity's telephone number

Entity's fax number

Entity's email address

Entity's website address

Respondent's Signature

Date & Company Stamp

Transnet iSCM Services: RFP October 2012

Bank name Branch & Branch code
 Account holder Bank account number
 Postal address Code
 Physical address Code
 Contact person
 Designation
 Telephone
 Email
 Annual turnover range [last financial year] < R5 m R5 - 35 m > R35 m
 Does your entity provide Products Services Both
 Area of delivery National Provincial Local
 Is your entity a public or private entity Public Private
 Does your entity have a Tax Directive or IRP30 Certificate Yes No
 Main product or services [e.g. Stationery/Consulting]

Complete B-BBEE Ownership Details:

% Black ownership % Black women ownership % Disabled Black ownership
 Does your entity have a B-BBEE certificate Yes No
 What is your B-BBEE status [Level 1 to 9 / Unknown]
 How many personnel does the entity employ Permanent Part time

If you are an existing Vendor with Transnet please complete the following:

Transnet contact person
 Contact number
 Transnet Operating Division

Duly authorised to sign for and on behalf of Entity / Organisation:

Name		Designation	
Signature		Date	

RFQ FOR THE PROVISION OF CLEANING SERVICES FOR TRANSNET FREIGHT RAIL, RAIL NETWORK, BLOEMFONTEIN

FOR A PERIOD OF 12 MONTHS

Section 6 : SIGNING POWER – RESOLUTION OF BOARD OF DIRECTORS

NAME OF ENTITY: _____

It was resolved at a meeting of the Board of Directors held on _____ that

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

in his/her capacity as indicated above is/are hereby authorised to enter into, sign, execute and complete any documents relating to this Proposal and any subsequent Agreement for the provision of Services.

FULL NAME _____

SIGNATURE CHAIRMAN

FULL NAME _____

SIGNATURE SECRETARY



Respondent's Signature

Date & Company Stamp
Transnet ISCM Services: RFP October 2012

RFQ FOR THE PROVISION OF CLEANING SERVICES FOR TRANSNET FREIGHT RAIL, RAIL NETWORK, BLOEMFONTEIN

FOR A PERIOD OF 12 MONTHS

Section 7 : CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

NAME OF ENTITY:

1. I/we

_____ do hereby certify that i/we acquainted myself/ourselves with all the documentation comprising this RFP and all conditions contained therein, as laid down by Transnet SOC Ltd for the carrying out of the proposed supply/service/works for which I/we submitted my/our Proposal.

2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFQ/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

3. I/we understand that the accompanying Bid will be disqualified if this Certificate is found not to be true and complete in every respect.

4. For the purposes of this Certificate and the accompanying Bid, I/we understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

- a) has been requested to submit a Bid in response to this Bid invitation;
- b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
- c) provides the same Services as the Bidder and/or is in the same line of business as the Bidder

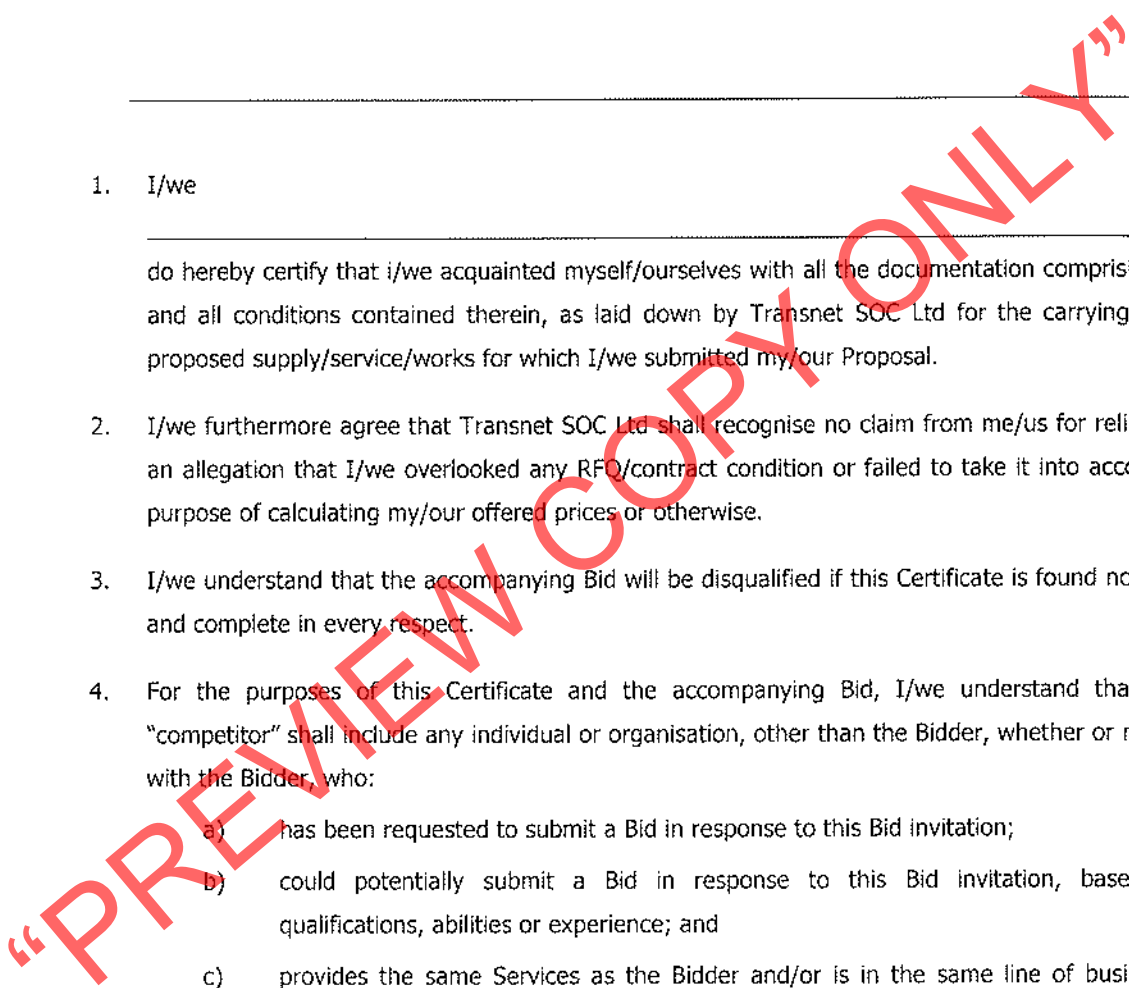
5. The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.

6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) prices;
- b) geographical area where Services will be rendered [market allocation]

Respondent's Signature

Date & Company Stamp



- 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 RFQ; or
 - f) bidding with the intention not winning the Bid.
7. 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 Services to which this RFQ relates.
8. 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.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

RFQ FOR THE PROVISION OF CLEANING SERVICES FOR TRANSNET FREIGHT RAIL, RAIL NETWORK, BLOEMFONTEIN

FOR A PERIOD OF 12 MONTHS

Section 8 : CERTIFICATE OF ACQUAINTANCE WITH THE GENERAL BID CONDITIONS - SERVICES

[appended hereto as Appendix (i)]

NAME OF ENTITY:

I/We

_____ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the General Bid Conditions - Services as received on _____ *[insert date]* from Transnet SOC Ltd for the carrying out of the proposed Services for which I/we submitted my/our Proposal.

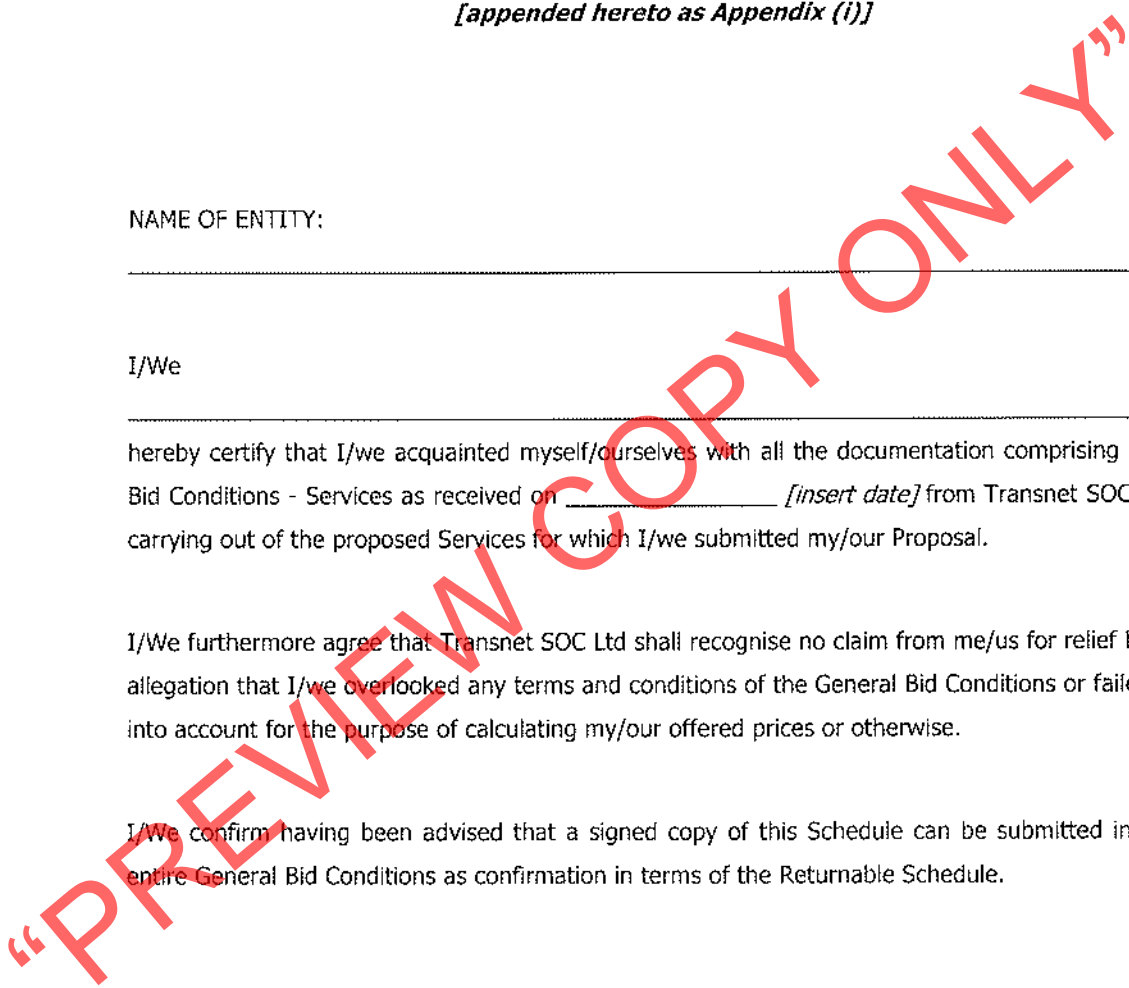
I/We furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any terms and conditions of the General Bid Conditions or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the entire General Bid Conditions as confirmation in terms of the Returnable Schedule.

SIGNED at _____ on this _____ day of _____ 2013

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT



**Respondents should also note the obligations as set out in
clause 19 [Terms and Conditions of Contract]
of the General Bid Conditions [Appendix (i)] which reads as follows:**

- 19.1 *The Supplier shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.*
- 19.2 *Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments /alternatives by written submission on its company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments/alternative(s) are acceptable or otherwise, as the case may be.*

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Respondent's Signature

Date & Company Stamp

RFQ FOR THE PROVISION OF CLEANING SERVICES FOR TRANSNET FREIGHT RAIL, RAIL NETWORK, BLOEMFONTEIN

FOR A PERIOD OF 12 MONTHS

Section 9 : CERTIFICATE OF ACQUAINTANCE WITH THE TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES TO TRANSNET

[appended hereto as Appendix (ii)]

NAME OF ENTITY:

I/We

_____ do

hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the Terms and Conditions of Contract as received on _____ *[insert date]* from Transnet SOC Ltd for the carrying out of the proposed Services for which I/we submitted my/our Proposal.

I/We furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any Terms and Conditions of Contract or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the entire Terms and Conditions of Contract as confirmation in terms of the Returnable Schedule.

SIGNED at _____ on this _____ day of _____ 2013

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

RFQ FOR THE PROVISION OF CLEANING SERVICES FOR TRANSNET FREIGHT RAIL, RAIL NETWORK, BLOEMFONTEIN

FOR A PERIOD OF 12 MONTHS

Section 10 : RFQ DECLARATION FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Proposal [RFQ];
3. 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 RFQ documents;
4. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
5. furthermore, 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.
6. If such a relationship exists, Respondent is to complete the following section:

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

Respondent's Signature

Date & Company Stamp

7. 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.
8. We accept that any dispute pertaining to this Bid will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. [Refer "Important Notice to Respondents" overleaf].
9. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

SIGNED at _____ on this _____ day of _____ 2013

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	
Place:	

Respondent's Signature

Date & Company Stamp

IMPORTANT NOTICE TO RESPONDENTS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFPs exceeding R5,000,000.00 [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFP process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5,000,000.00 [five million S.A. Rand] threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Respondents should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a Bidder on its List of Excluded Bidders.

.....
Respondent's Signature.....
Date & Company Stamp

RFQ FOR THE PROVISION OF CLEANING SERVICES FOR TRANSNET FREIGHT RAIL, RAIL NETWORK, BLOEMFONTEIN

FOR A PERIOD OF 12 MONTHS

Section 11 : BREACH OF LAW FORM

NAME OF ENTITY: _____

I/We _____

do hereby certify that *I/we have/have not been* 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.

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 2013

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

Respondent's Signature

Date & Company Stamp

RFQ FOR THE PROVISION OF CLEANING SERVICES FOR TRANSNET FREIGHT RAIL, RAIL NETWORK, BLOEMFONTEIN

FOR A PERIOD OF 12 MONTHS

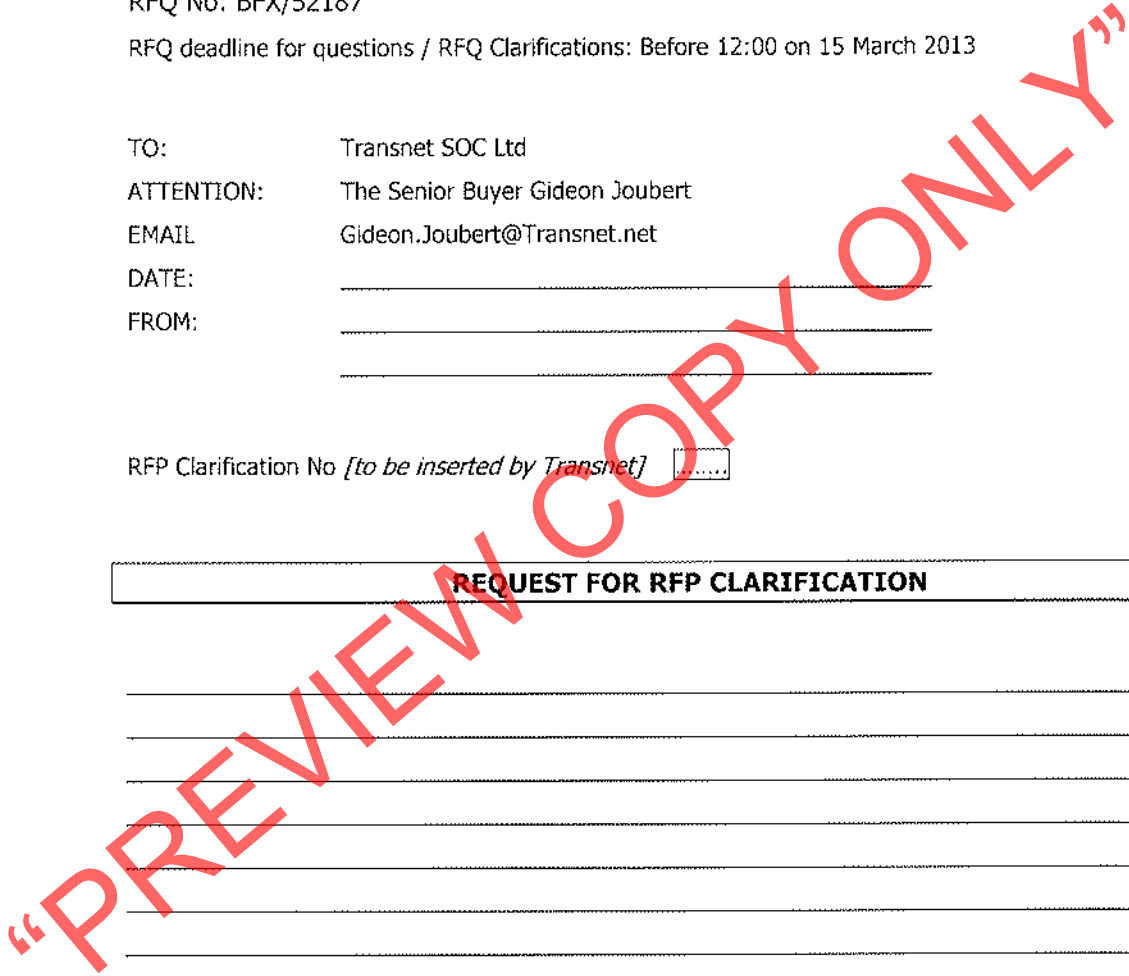
Section 12 : RFQ CLARIFICATION REQUEST FORM

RFQ No: BFX/52187

RFQ deadline for questions / RFQ Clarifications: Before 12:00 on 15 March 2013

TO: Transnet SOC Ltd
ATTENTION: The Senior Buyer Gideon Joubert
EMAIL: Gideon.Joubert@Transnet.net
DATE: _____
FROM: _____

RFP Clarification No [to be inserted by Transnet]



REQUEST FOR RFP CLARIFICATION

Respondent's Signature _____

Date & Company Stamp _____

RFQ FOR THE PROVISION OF CLEANING SERVICES FOR TRANSNET FREIGHT RAIL, RAIL NETWORK, BLOEMFONTEIN

Section 13 : SUPPLIER CODE OF CONDUCT

Transnet aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support. These are:

- The Transnet Supply Chain Policy [**SCP**];
- Section 217 of the Constitution - the five pillars of Public PSCM [Procurement and Supply Chain Management]: fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act [**PFMA**];
- The Broad-Based Black Economic Empowerment Act [**B-BBEE**], and
- The Prevention and Combating of Corrupt Activities Act.

This Code of Conduct has been included in this RFQ to formally apprise prospective Transnet Suppliers of Transnet's expectations regarding the behaviour and conduct of its Suppliers.

Prohibition of bribes, kickbacks, unlawful payments, and other corrupt practices

Transnet is in the process of transforming itself into a self-sustaining State Owned Company [**SOC**], actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

a) *Transnet will not participate in corrupt practices and therefore expects its Suppliers to act in a similar manner.*

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with and payments to our Suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, to:
 - illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - win or retain business or to influence any act or decision of any decision stakeholders involved in sourcing decisions; or
 - gain an improper advantage.

Respondent's Signature

Date & Company Stamp

- There may be times when a Supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts [0800 003 056].
- b) *Transnet is firmly committed to the ideas of free and competitive enterprise.*
- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust.
 - Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend [fronting].
- c) *Transnet's relationship with Suppliers requires us to clearly define requirements, exchange information and share mutual benefits.*
- Generally, Suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our Suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - misrepresentation of their product [e.g. origin of manufacture, specifications, intellectual property rights];
 - collusion;
 - failure to disclose accurate information required during the sourcing activity [e.g. ownership, financial situation, B-BBEE status];
 - corrupt activities listed above; and
 - harassment, intimidation or other aggressive actions towards Transnet employees.
 - Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the Supplier is expected to participate in an honest and straight forward manner.
 - Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of interest

A conflict of interest arises when personal interests or activities influence [or appear to influence] the ability to act in the best interests of Transnet. Examples include, but are not limited to:

- Transnet employees awarding business to entities in which their family members or associates have an interest
- Transnet employees having a financial interest in a bidding entity

Bidding entities are required to disclose any interest which exists between themselves and any employee and/or Transnet Board member.

RFQ FOR THE PROVISION OF CLEANING SERVICES FOR TRANSNET FREIGHT RAIL, RAIL NETWORK, BLOEMFONTEIN

FOR A PERIOD OF 12 MONTHS

Section 14 : CERTIFICATE OF ACQUAINTANCE WITH SPECIFICATIONS

I/We

_____ do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising the Specifications for the carrying out of the proposed Services for which I/we submitted my/our Proposal.

I/We furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any provisions of the Specifications or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

I/We confirm having been advised that a signed copy of this Schedule can be submitted in lieu of the Specifications as confirmation in terms of the Returnable Schedule.

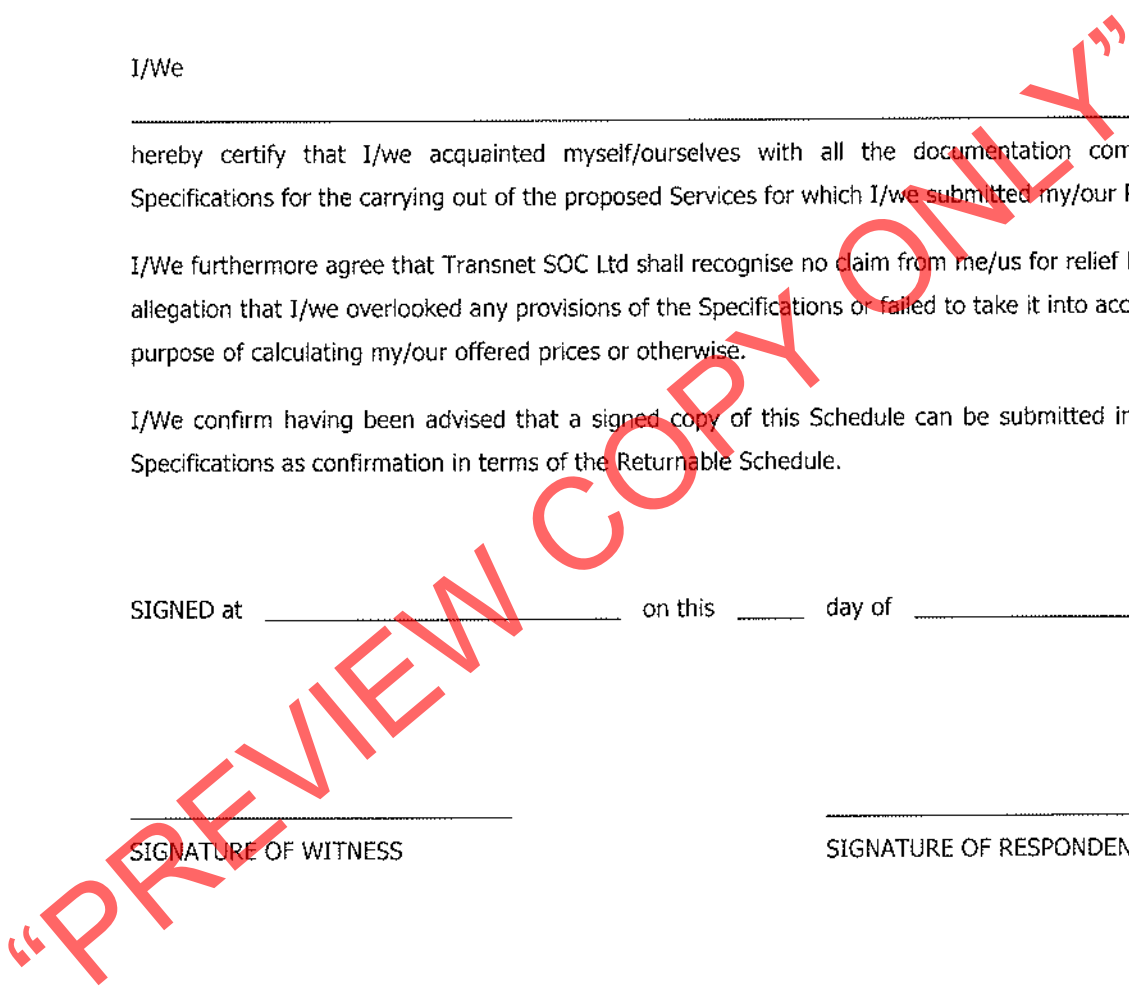
SIGNED at _____ on this _____ day of _____ 2013

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

Respondent's Signature

Date & Company Stamp



THIS AGREEMENT is made between**Transnet SOC Ltd [Transnet]** [Registration No. 1990/000900/30]whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,**and**_____ **[the Company]** [Registration No _____]

whose registered office is at _____

WHEREAS

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

IT IS HEREBY AGREED**1 INTERPRETATION**

In this Agreement:

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

Respondent's Signature_____
Date & Company Stamp

- 1.3.3** following such disclosure, becomes available to the Receiving Party or its Agents (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2 CONFIDENTIAL INFORMATION

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

2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3 RECORDS AND RETURN OF INFORMATION

3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Company shall, within 7 (seven) days of receipt of a written demand from Transnet:

3.3.1 return all written Confidential Information (including all copies); and

3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.

3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4 ANNOUNCEMENTS

4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid without the prior written consent of the other party.

4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5 DURATION

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

6 PRINCIPAL

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

7 ADEQUACY OF DAMAGES

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

8 PRIVACY AND DATA PROTECTION

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

9 GENERAL

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

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