

TRANSNET



freight rail

A Division of Transnet SOC Limited Registration number 1990/00900/30

REQUEST FOR QUOTATION

KBY/52681

KBY_12883

Senior Buyer
Supply Chain Services
TRANSNET FREIGHT RAIL
Austen Street
KIMBERLEY
8301

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TRANSNET



freight rail

Transnet Freight Rail, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No KBY/ 52681

**CLEANING AND GARDENING SERVICES AT THE GROBLERSHOOP DEPOT
FOR A PERIOD OF TWELVE (12) MONTHS.**

**FOR DELIVERY TO: TRANSNET FREIGHT RAIL, REAL ESTATE MANAGEMENT
KIMBERLEY.**

ISSUE DATE: 14 JANUARY 2014

CLOSING DATE: 04 FEBRUARY 2014

CLOSING TIME: 10:00

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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:	Tender Box
CLOSING VENUE:	Transnet Freight Rail, Property Management Building, Office no. 2, Austen Street, Beaconsfield

1 Responses to RFQ

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

2 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 the following:

- Proposals will be evaluated on price which will be allocated 80 points and preference which will be allocated 20 points, dependent on the value of the Services.
- The 80/20 preference point system applies where the acquisition of the 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.
- In this RFQ, Transnet will apply **80/20** preference point system 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

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- 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, B-BBEE status level and validity date.

Respondents are required to furnish proof of the above to Transnet. [i.e. a valid 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 clause 0 below for Returnable Documents required]

3 Communication

- a) 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.
- b) A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Refilwe Ramothwala

Email: Refilwe.Ramothwala@transnet.net

4 Tax Clearance

The Respondent's original valid Tax Clearance Certificate must accompany the Quotation. Failure to provide this document with the RFQ submission will result in disqualification.

5 VAT Registration

The valid VAT registration number must be stated here: _____ *[if applicable].*

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6 Legal Compliance

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

7 Changes to Quotations

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

8 Pricing

All prices must be quoted in South African Rand on a fixed price basis, excluding VAT.

9 Prices Subject to Confirmation

Prices quoted which are subject to confirmation will not be considered.

10 Negotiations

Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents.

11 Binding Offer

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

12 Disclaimers

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

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation;
- 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.

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 below whether or not they have been found guilty of a serious breach of law during the past 5 [five] years:

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

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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.

13 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, if any, must be met and whether the Bid materially complies with the scope and/or specification given
- Technical threshold of 60%: Compliance to specification / quality, previous performance, delivery lead-time
- Weighted evaluation based on 80/20 preference point system as indicated in paragraph 2 above:
 - 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 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

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.

Respondent's Signature

Date & Company Stamp

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14 Validity Period

Transnet desires a validity period of 30 [thirty] days from the closing date of this RFQ.

This RFQ is valid until _____.

15 Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

16 Company Registration

Registration number of company / C.C. _____

Registered name of company / C.C. _____

17 Disclosure of Prices Quoted

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

YES NO

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Respondent's Signature

Date & Company Stamp

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18 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 **Compulsory Returnable Documents**, as detailed below and marked with an *

Failure to provide all these Compulsory Returnable Documents at the Closing Date and time of this RFQ will 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 mandatory Returnable Documents by so indicating [Yes or No] in the table below:

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
- Valid B-BBEE Verification Certificate [RSA 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 [RSA 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	
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
SECTION 2 : Quotation Form	*
SECTION 3: 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 C.C.]	
• Entity's letterhead	
• Certified copy of VAT Registration Certificate [RSA entities only]	
• Certified copy of valid Company Registration Certificate [if applicable]	
• Original valid Tax Clearance Certificate [Consortia / Joint Ventures / Sub-contractors must submit a separate Tax Clearance Certificate for each party]	*
Valid Letter of Good Standing	
ANNEXURE A – Project Specifications	*

Respondent's Signature

Date & Company Stamp

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Section 2
QUOTATION FORM

I/We _____
hereby offer to supply the services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto and as per Annexure A

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, the E4E and the E7/1 [all 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 service 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.

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o

Respondent's Signature

Date & Company Stamp

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Price Schedule

I/We quote as follows for the Service required, excluding VAT: See Annexure A for Specifications.

SCHEDULE OF WORK AND PRICES PROJECT SPECIFICATION FOR THE CLEANING SERVICES AT THE GROBLERSHOOP()						
ITEM	VARIOUS BUILDINGS	BUILDING NAME	FREQUENC Y	ASSET NO.	YEAR 1 AMOUNT	YEAR 2 AMOUNT
1.	MTV	Trek-Kit Store BBS	Daily	11KA112S		
2.	Rail Network Electrical	Workshop EL & P and OHT	Daily	02BA273S		
		Gas Cylinder Store	Daily	02BA274S		
		Break Down Store OHT	Daily	02BA276S		
3.	Rail Network Signals	Workshop and Offices, Signals and Transtel Glass Fibre HUT-MTV	Daily	02BA279S		
		Glass Fibre HUT-MTV	Daily	11LA169S		
4.	Rail Network Telecomms	Administrative Building Workshop and Offices-Signals	Daily	02BA275S		
		Workshop MTV	Daily	02BA278S		
		Workshop and Offices-Signals	Daily	02BA280S		
5.	Rail Network(all)	GARDENING	Weekly	N/A		
6.	P and G's		N/A	N/A		
SUB TOTAL						
VAT						
TOTAL						

Notes to Pricing:

Respondent's Signature

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

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Respondent's Signature

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Section 3

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 CC)
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** BBBEE 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** BBBEE 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 BBBEE 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 BBBEE level based on any 4 of the 7 elements of the BBBEE score-card, please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE 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 BBBEE generic score-card. Please include your BEE certificate in your submission as confirmation of your status.
NB: BBBEE 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.**

Regards,

Respondent's Signature

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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

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Various Buildings at Groblershoop					
	Building Name		Asset no	Year 1	Year 2
MTV	TREK-KIT STORE-BBS	Daily	11KA112S		
Rail Network Electrical	WORKSHOP-E. L. & P. AND O.H.T	Daily	02BA273S		
	GAS CYLINDER STORE	Daily	02BA274S		
	BREAK DOWN STORE - OHT	Daily	02BA276S		
Rail Network Signals	WORKSHOP & OFFICES-SIGNALS & TRANSTEL	Daily	02BA279S		
	GLASS FIBRE HUT-MTV	Daily	11LA169S		
Rail Network Telecomms	ADMINISTRATIVE BUILDING	Daily	02BA275S		
	WORKSHOP-MTV	Daily	02BA278S		
	WORKSHOP & OFFICES-SIGNALS	Daily	02BA280S		
Rail Network All	Gardening	Weekly			

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1. **SCOPE OF WORK**

This contract covers the **cleaning of various buildings daily, at Grobelaarshoop** and other work arising out of or incidental to the above, or required of the contractor for the proper completion of the works in accordance to the true meaning and intent of the contract documents.

2. **TO BE SUPPLIED BY THE CONTRACTOR**

Except where otherwise specified, the Contractor shall supply all labour, transport, plant equipment, tools, services and cleaning agents including liquid hand soap and air freshner, required for the carrying out and completion of the work included in this contract.

Please note:

This will include the following non-standard items:

- a. Step ladder for cleaning of windows
- b. Electric lawn mower
- c. Electric edge trimmer
- d. Electric extension leads, 30m long.

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. The Contractor shall at his own cost arrange for connections and extensions (if necessary) to existing supplies and for the removal of these connections and extensions on completion of the contract.

4. **SITE**

The Contractor must view the site and attend the compulsory site inspection before tendering.

5. **DURATION OF CONTRACT**

The contract period shall not exceed **24 MONTHS**. The period commences from the date when approval was granted to the Contractor to proceed with the work and includes all weekends and public holidays.

6. **PROGRAM OF WORK**

Within 1 week of notification of acceptance of his tender, the Contractor shall submit to the Depot 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 Depot Manager.

The Contractor shall notify the Depot Manager in writing as soon as it becomes apparent the progress of any aspect of the work will not confirm 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.

7. **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.

8. **RECYCLING OF WASTE PAPER**

All clean waste paper from refuse bins must be collected and put into separate plastic refuse bags. Contractor to sort refuse for recycling purposes by Transnet.

9. **LABOUR**

The sole responsibility for the work as specified in the particular specification shall rest entirely with the Contractor, who shall be required to undertake rectification of any defects, which become apparent within the period as defined above. The Contractor shall make good to the satisfaction of Transnet any defects which may arise during inspection.

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9. **PAYMENT**

When making a claim for payment, the Contractor shall submit an informal claim for the consideration of the Depot Manager. If the total work is not to the satisfaction of Transnet penalties will be deducted in terms of the Conventional Penalties Act. Only upon agreement being reached on the amount to be included in the payment certificate, will the Contractor be required to submit a complete and correct VAT invoice. Payment will be effected on or before the end of the calendar month following the calendar in which the work was performed.

Payment unless otherwise agreed between Transnet and the contractor will occur monthly on the last day of each calendar month.

10. **VAT**

Rates shall be quoted exclusive of Value Added Tax. Provision is made in the Summary of Prices for the lump-sum addition of Value Added Tax.

11. **SUMMARY OF PRICES**

Tenderers must complete the Summary of Prices for the work in ink.

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 Depot Engineer 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
- Working at heights training for persons working above 2m from the ground (scaffolding)
- 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

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

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

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.

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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

13. **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.

14. **SUPERVISION**

The Depot Engineer will provide overall superintendence of the work and may direct the Contractor in terms of the provisions of the contract. The Contractor shall carry out the directions of the Depot Manager.

The Contractor will be responsible for supervision of his/her employees.

All instructions to the Contractor shall be in writing (site book) and shall be deemed to have been received.

Site visits by the Owner/Manager at least every 14 days is compulsory and he/she should be accompanied by a Transnet representative. The site dairy must be signed off after such inspection.

Should the Owner/Manager fail to comply without reasonable reason, the contract will be terminated immediately

15. **SITE BOOK**

A site instruction book will be provided by Transnet 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.

All cleaning agents, toilet paper and Jumbo rolls must be recorded in site book and signed off as correct by Transnet representative.

16. **MATERIALS**

Only cleaning agents of the best quality 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.

17. **UNIFORM CLOTHING**

All employees shall wear uniforms with their Company logo. Safety shoes/boots and a reflective vest is compulsory.

Name tags to be worn on uniforms Workers must wear protective clothing when working with dangerous equipment such as lawnmowers and edge cutters.

Safe working procedures must be provided with the tender document.

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18. **CANCELLATION OF CONTRACT**

Should the Depot Engineer, at any time, be of the opinion that the rate of progress of the work or quality of workmanship are not as specified, he reserves the right to cancel the contract by giving the contract thirty (30) days written notice.

19. **AMENDMENTS AND/OR ADDITIONS**

Transnet reserves the right to add or withdraw the cleaning of any floor or building at any time. No amendments, variations and/or additions to the contract shall, however, be of any force or effect unless reduced to writing and signed by both parties.

20. **SAFETY & SECURITY**

The contractor must subject himself/herself to the Safety & Security requirements of Transnet

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**

This contract will not be subject to cost escalation.

24. **WAGE REGULATING MEASURES**

The Contractor shall acquaint himself with any relevant wage regulating 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.

25. **CONTACT INFORMATION**

On acceptance of the contract the contractor must provide the following:-

- a. Fixed office address.
- b. Office telephone and fax numbers.
- c. Contractor's representative name and cell number.

26. **CLEANING BUILDINGS IN MINE AREA**

Please take note that the mine may require additional Medical Surveillance and Safety Induction as well as roadworthy for vehicles entering the area

27. **GENERAL**

All activities between the Contractor's and Transnet's personnel will be co-ordinated through the Manager in charge.

For more information contact Mr. H.P. de Beer at telephone (053)8383139.

The lowest or only tender will not necessarily be accepted.

Preference will be given to local BBBEE contractors to the areas concerned.

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WORK TO BE DONE

This section covers the **cleaning of various buildings daily, at the Main office Building, New Yard & Change Over, Ski Cabins, Welding Depot and Point "0", Point 55.** The work shall be done in working hours from 07:30 to 16:00 from Mondays to Fridays (excluding public holidays).

1. OFFICES, BOARDROOMS, FOYERS, PASSAGES, WORKSHOP, LOCKER ROOMS, ETC.

- a. **Refuse, Waste paper bins and Ashtrays** – empty, clean and wipe twice daily.
- b. **Vinyl tile/sheet floors** – sweep daily, mop and polish with machine weekly.
- c. **Other floors** – sweep daily and mop weekly.
- d. **Carpets** – vacuum weekly.
- e. **Fans and paintings** – wipe with damp cloth twice a month.
- f. **Telephones** – wipe with a damp cloth weekly.
- g. **Windowsills, skirting-boards and heaters** – wipe with a damp cloth weekly.
- h. **Windows (both sides)** – clean once a month
- i. **Doors** – clean and wipe weekly.
- j. **Furniture** - dust daily and polish weekly.
- k. **Walls** – dust/wipe weekly
- l. **Water bottles** – replenish with fresh water when necessary.
- m. **Paper towels** – supply and fill when necessary.
- n. **Pot plants** – to be watered weekly.
- o. **Ceilings, light fittings** – dust/wipe weekly.
- p. **Wall tiles** – wipe twice a week with antiseptic detergent.
- q. **Wash hand basin and taps** – wipe daily with antiseptic detergent.
- r. **Doors (Glass)** – clean daily.
- s. **Lockers/Cupboards (Steel)** – dust/wipe daily.
- t. **Remove spider webs** - when necessary.

2. KITCHENS

- a. **Refuse bin** – empty, clean and wipe twice daily with antiseptic detergent.
- b. **Vinyl tile/sheet floors** – sweep daily, mop and polish weekly.
- c. **Other floors** – sweep daily and mop weekly.
- d. **Walls** – dust/wipe weekly
- e. **Wall tiles** – wipe/wash twice a week with antiseptic detergent.
- f. **Ceilings, light fittings** – dust/wipe weekly.
- g. **Windowsills, skirting-boards** – wipe with a damp cloth weekly.
- h. **Windows (both sides)** – clean once a month.
- i. **Doors** – clean and wipe weekly.
- j. **Kitchen sink and taps** – clean daily.
- k. **Kitchen cupboards** – clean surfaces daily and inside monthly.
- l. **Paper towels** – supply and fill when necessary.

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- m. **Kitchen tables** – clean daily.
- n. **Cutlery** - wash on a daily basis as required.
- o. **Serve staff** with cups of boiling water three times a day.
- p. **Remove spider webs** - when necessary.

3. **TOILETS AND SHOWERS**

- a. **Refuse bin** – empty, clean and wipe daily with antiseptic detergent.
- b. **Vinyl floors** – mop daily with antiseptic detergent and polish weekly.
- c. **Other floors** – mop daily with antiseptic detergent.
- d. **Carpets** – vacuum weekly.
- e. **Ceilings, light fittings** – dust/wipe weekly.
- f. **Walls.-.** dust/wipe weekly
- g. **Wall tiles** – wipe (wash) twice a week with antiseptic detergent.
- h. **Windowsills, skirting-boards** – wipe with a damp cloth weekly.
- i. **Windows (both sides)** – clean once a month.
- j. **Seat and pan** – wipe or scrub daily with antiseptic detergent.
- k. **Urinals** – scrub with special chemicals daily.
- l. **Shower floors** – scrub with special chemicals daily.
- m. **Hand basins and taps** – wipe daily with antiseptic detergent.
- n. **Chrome pipes** – clean and wipe daily.
- o. **Mirrors** – wipe and clean daily.
- p. **Doors** – clean and wipe weekly.
- q. **Paper towels** – supply and fill when necessary.
- r. **Toilet paper** – supply and fill daily.
- s. **Liquid soap dispenser (where fitted)** – supply and fill daily.
- t. **Pee Mats** – supply monthly (Don't cut in half)
- u. **Liquid Hand soap** – fill daily.
- v. **Small towels** – supply and fill when necessary.
- w. **Lockers/Cupboards (Steel)** – dust/wipe daily.
- x. **Remove spider webs** - when necessary.

4. **Blinds**

- a. **Vacuum clean and dust** – monthly
- b. **Wash** - six monthly

5. **REFUSE REMOVAL**

Clean refuse bins/Waste Bins. Remove plastic bags and place in Municipal waste bin in designated area

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6. **Vehicles**

- a. Wash and vacuum vehicles one a month
 - Kombi's
 - Sedan
 - Double Cab LDV
 - Single cab LDV

7. **GENERAL**

- a. **Operations Buildings only** - Clean waste bins twice daily as offices/Cabins are manned 24/7
- b. **Operations Buildings only** - Clean Toilet seat & pan and urinal twice daily – used 24/7
- c. Carpets to be washed by the Contractor (Carpets to be washed only twice during the duration of this Contract.)
- d. Spot clean painted interior walls, glass surfaces daily
- e. Vinyl floors to be stripped and seal twice during contract.
- e. The Contractor will supply all equipment and cleaning agents.
- f. Clean 3m around loose standing buildings.
- g. **Open and Parking Areas** – Pick up rubble, litter stones etc.
- h. The Contractor shall include for the proper completion of the work as described and shall allow for all cost incurred.
- i. The Contractor will be responsible for his own measurements.
- j. Contract specifications are to be read in conjunction with the minutes. The Contractor's attention is drawn to the possibility of items being required varying from those on the specification. The cost of the requirements in the minutes is to be allowed for in the tender price.
- k. The Contractor will be responsible for obtaining the minutes of said meeting before specified closing date.
- l. Once the contract is awarded the buildings must be thoroughly cleaned and thereafter cleaned and maintained as per contract specifications.
- m. If certain items specified to be done in above-mentioned areas do not exist in such area, such items can be ignored.

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This section covers the **maintenance of gardens and grounds**. The work shall be done in working hours from 07:30 to 16:00 from Mondays to Fridays (excluding public holidays).

GARDEN, YARD, BETWEEN AND AROUND BUILDINGS

- a. The successful contractor will be expected to maintain all areas and verges within the specified area to an acceptable standard.
- b. Mow lawn and trim edges to acceptable standard at least twice a month. Cut grass and edges
- c. All flower beds are to be raked tidy and evenly, kept neat, trimmed and weeded on a weekly basis.
Repair flowerbed walls.
- d. All loose papers, leaves, garden refuse unwanted dead plants and rubbish must be removed to the Local Municipality Waste site.
- e. The application of fertilizers or compost shall be done twice during spring and summer Products will be supplied by the contractor and must be included in his tender price.
- f. No weed killers may be used in flower beds.
- g. Shrubs and trees shall be pruned as and when required by the contractor to the standards of the horticultural practice.
- h. Weed 3m around loose standing buildings.
- i. Sweep and cleaning of pathways after work has been done.
- j. All open ground, paved and parking areas must be weed free at all times. Spray weed killer on paved and parking areas when necessary to ensure a weed less area.

WATERING AND AFTERCARE 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 watering of lawns, shrub beds and cultivated seasonal flower plant or bulbs in flower beds.

The lawn will be watered at least twice in such a way that it received the equivalent of 12mm (half an inch) rain during the summer months. The same standard will apply for shrub and flower beds.

NB | | The contractor will be responsible for the removal of all garden refuse and grass cuttings from site to Municipal refuse site.

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