

TRANSNET



freight rail

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

RFQ: KBY/52772

PEDB13228

**PROVISION OF GARDENING SERVICES AT BARKLY
WEST, BEACONSFIELD AND WARRENTON FOR A PERIOD OF
24 MONTHS**

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



TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[Hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No 52772

**FOR THE PROVISION OF GARDENING SERVICES AT BARKLY WEST,
BEACONSFIELD AND WARRENTON FOR A PERIOD OF 24
MONTHS**

FOR DELIVERY TO REAL ESTATE MANAGER

ISSUE DATE: 26 FEBRUARY 2014

CLOSING DATE: 25 MARCH 2014

CLOSING TIME: 10:00

SITE MEETING: 10 MARCH 2014

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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: Hand delivery/courier

CLOSING VENUE: The Tender box, room 1, Supply Chain Services Office, Real Estate Management Building, Austen Street, Beaconsfield, Kimberley, 8315

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 that the following preference point system is applicable to all bids:

- the 90/10 system for requirements with a Rand value over R1 000 000 (all applicable taxes included).
- Bidders are to note that if the 80/20 preference point system is stipulated in this RFP and all Bids received exceed R1 000 000.00, the RFP must be cancelled.

If the value of this bid is estimated to be below R 1 000 000.00 (all applicable taxes included) and therefore the **90/10** system shall be applicable.

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

The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a one year transitional period starting 11 October 2013. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

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

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

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

[Refer clause 19 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: Mr. Henk de Beer Email: henk.debeer@transnet.net
- c) Respondents may also, at any time after the closing date of the RFQ, communicate with Christopher Williams on any matter relating to its RFQ response:
Telephone: 053 8383477 Email: Christopher.williams@transnet.net

4 Tax Clearance

The Respondent's original and valid Tax Clearance Certificate must accompany the Quotation. Note that no business shall be awarded to any Respondent whose tax matters have not been declared by SARS to be in order.

5 VAT Registration

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

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.

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

13 Transnet's supplier integrity pact

Transnet's Integrity Pact requires a commitment from suppliers and Transnet that they will not engage in any corrupt and fraudulent practices, anti-competitive practices; and act in bad faith towards each other.

The Integrity Pact also serves to communicate Transnet's Gift Policy as well as the remedies available to Transnet where a Respondent contravenes any provision of the Integrity Pact.

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

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

14 Evaluation Criteria

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

Criterion/Criteria	Explanation
Administrative responsiveness	Completeness of response and returnable documents
Substantive responsiveness	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given. <ul style="list-style-type: none"> Indicate any technical prequalification criteria
Final weighted evaluation based on 80/20 preference point system as indicated in paragraph Error! Reference source not found.	<ul style="list-style-type: none"> Pricing and price caps [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A.

15 Validity Period

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

This RFQ is valid until _____.

16 Banking Details

BANK: _____

BRANCH NAME / CODE: _____

ACCOUNT HOLDER: _____

ACCOUNT NUMBER: _____

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.

17 Company Registration

Registration number of company / C.C. _____

Registered name of company / C.C. _____

18 Disclosure of Prices Quoted

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

YES NO

19 Returnable Documents

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

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

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

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

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
<ul style="list-style-type: none"> - Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero for preference 	
<ul style="list-style-type: none"> - Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof 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 RFQ will result in an automatic score of zero being allocated for preference 	
<ul style="list-style-type: none"> - In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement 	
<ul style="list-style-type: none"> - Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party] 	
SECTION 2 : Quotation Form	
SECTION 3: Vendor Application Form	
<ul style="list-style-type: none"> • Original cancelled cheque or bank verification of banking details 	
<ul style="list-style-type: none"> • Certified copies of IDs of shareholder/directors/members [as applicable] 	

Returnable Documents	Submitted [Yes or No]
<ul style="list-style-type: none"> • Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC) 	
<ul style="list-style-type: none"> • Certified copies of the company's shareholding/director's portfolio 	
<ul style="list-style-type: none"> • Certified copy of valid Company Registration Certificate [if applicable] 	
ANNEXURE A – B-BBEE Preference Points Claim Form	

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

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

Additional Documents	SUBMITTED [Yes or No]
Valid Letter of Good standing from the Compensation Commissioner at the Department of Labour	

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Section 2
QUOTATION FORM

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

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

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

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

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

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Price Schedule

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

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

Notes to Pricing:

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

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Barkly West

Rail Network

				Year 1	Year 2
Barkly West	Gardening	Weekly	02AF012K		

Beaconsfield

Rail Network

Beaconsfield	Infra Complex Garden Maintenance	Weekly	02AB145K		
Beaconsfield	OHTE Garden Maintenance	Weekly	02AB267K		

Transport Telecomms

Beaconsfield	Telecomms Garden Maintenance	Daily	02HB007K		
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Real Estate Management

Real Estate Management Buildings

Beaconsfield	Garden, Yard, Walkways and carports	Weekly	02AB277K		
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Rail Network Points and Crossings - Reclamation Yard

Beaconsfield	Main Building Garden Maintenance	Daily	02AB292K		
Beaconsfield	Ablution Block Garden Maintenance	Daily	02AB271K		

Real Estate Management Technical

Beaconsfield	Main Building Garden Maintenance	Daily	02AB133K		
Beaconsfield	Ablution Block Garden Maintenance	Daily	02AB156K		

Hazmat, Fire & Emergency Services

Beaconsfield	Garden, Yard, Fire Hose Slab	Weekly	02AB155K		
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Warehouse G101

Beaconsfield	Main Building	Daily	02AB126K		
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Safety & Security

Beaconsfield	Pumphouse (New Offices)	Daily	02XA002K		
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School of Rail Buildings

Beaconsfield	Gardens, Walkways and Carports	Weekly	02AB211K		
Beaconsfield	Yard	Monthly	02AB211K		

Operations

Alex Yard

Beaconsfield	Main Building no 1	Daily	02AB175K		
Beaconsfield	Control Point 273	Daily	02AB177K		
Beaconsfield	Control Point 241	Daily	02AB182K		
Beaconsfield	Control Point 237	Daily	02AB184K		
Beaconsfield	Control Point 265	Daily	02AB170K		
Beaconsfield	Control Point 254	Daily	02AB167K		
Beaconsfield	Mess & Ablution 1	Daily	02AB169K		
Beaconsfield	Mess & Ablution 2	Daily	02AB171K		

Loco Yard

Beaconsfield	Admin Block 1	Daily	02AB257K		
Beaconsfield	Standby Room & Ablution	Daily	02AB254K		
Beaconsfield	Office & Store	Daily	02AB223K		
Beaconsfield	Admin Block 2	Daily	02AB222K		
Beaconsfield	Mess & Ablution	Daily	02AB221K		

Old Yard

Beaconsfield	Mess & Ablution 1	Daily	02AB232K		
Beaconsfield	Mess & Ablution 2	Daily	02AB233K		
Beaconsfield	Mess & Ablution 3	Daily	02AB304K		
Beaconsfield	Office & Ablution	Daily	02AB231K		
Beaconsfield	Control Point 252	Daily	02AB263K		
Beaconsfield	Control Point 274	Daily	02AB301K		
Beaconsfield	Control Point 249	Daily	02AB189K		
Beaconsfield	Control Point 15 (Stock Post)	Daily	02AB264K		
Wagons In Service					
Beaconsfield	Office	Daily	02AB168K		
Beaconsfield	Mess & Ablution 1	Daily	02AB178K		
Beaconsfield	Mess & Ablution 2	Daily	02AB181K		
Beaconsfield	Garden, Walkways and Shadeport	Weekly	02AB178K		

Kimberley**Safety & Security**

Kimberley	Main Building	Daily	02XA002K		
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Warrenton**Operations**

Warrenton	Station Building Garden Maintenance	Daily	02DD006K		
Warrenton	Operations Building Garden Maintenance	Daily	02AD165K		
Warrenton	Ablution Block Garden Maintenance	Daily	02AD170K		

Safety & Security

Warrenton	Now Security Office Garden Maintenance	Daily	02AD175K		
Warrenton	Gardening	Weekly	02AD175K		

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1. **SCOPE OF WORK**

This contract covers the **maintenance of gardens and grounds at Barkly West, Beaconsfield, Kimberley and Warrenton** 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 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 pruning trees and scrubs
- 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 conform to the program of work and shall resubmit, at no additional cost, revised program, which shall be subject to the approval of the Depot Manager.

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.

10. **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.

11. **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.

12. **SUMMARY OF PRICES**

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

13. **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.

14. **SAFETY FILE**

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

- Company Registration details/ Company 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
- PPE requirements list to be used for the job being done
- List of machinery to be used on site (grass cutters etc)
- Working at heights training for persons working above 2m from the ground (scaffolding)
- First aid box must be on site with an inspection list
- Safety talk template and schedule
- Proof of induction
- Training certificates for any person handling machinery

15. **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

16. **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

17. **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.

18. 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

19. 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.

20. SUPERVISION

The Depot Manager 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 diary must be signed off after such inspection.

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

21. 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 site book will be the property of Transnet after completion of the contract.

22. MATERIALS

Only compost and fertiliser 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.

23. 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.

24. CANCELLATION OF CONTRACT

Should the Depot Manager, 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.

25. 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.

26. SAFETY & SECURITY

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

27. HOUSING OF EMPLOYEES

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

28. TOILET FACILITIES

Use of existing toilet facilities will be permitted.

29. ESCALATION OF COST

This contract will not be subject to cost escalation.

30. 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.

31. 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.

32. TRADE REFERENCES

References must be provided by contractor of at least five companies where services were successfully rendered with contactable references.

33. 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.

WORK TO BE DONE

This section covers the **maintenance of gardens and grounds at Barkly West, Beaconsfield, Kimberley and Warrenton**. 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 a week 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.

Section 3
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 copies** of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)
4. **Certified copies** of the company's shareholding/directors' portfolio
5. A letter on the company's letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate
7. **Certified copy** of VAT Registration Certificate
8. **A valid and original** B-BBEE Verification Certificate / sworn affidavit **or certified copy** thereof meeting the requirements for B-BBEE compliance as per the B-BBEE Codes of Good Practice
9. **Certified copy** of valid Company Registration Certificate [if applicable]

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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			
Transfer Contact Person							
Contact number							
Transfer 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.		



TRANSNET SOC LIMITED

(Registration no. 1990/000900//30)

**SAFETY ARRANGEMENTS AND PROCEDURAL COMPLIANCE
WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT
(ACT 85 OF 1993) AND APPLICABLE REGULATIONS****1. General**

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

2. Definitions

- 2.1 In this Specification any word or expression to which a meaning has been assigned in the Construction Regulations, shall have the meaning so assigned to it, unless the context otherwise indicates: -
- 2.2 The work included in this Contract shall for the purposes of compliance with the Act be deemed to be "**Construction Work**", which, in terms of the Construction Regulations, 2003 means any work in connection with: -
- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;

- (b) the installation, erection, dismantling or maintenance of fixed plant where such work includes the risk of a person falling;
 - (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
 - (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;
- 2.3 **“competent person”** in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered as per the South African Qualifications Authority Act, 1995 these qualifications and training shall be deemed to be the required qualifications and training;
- 2.4 **“contractor”** means principal contractor and **“subcontractor”** means contractor as defined by the Construction Regulations, 2003.
- 2.5 **“fall protection plan”** means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods applied to eliminate the risk;
- 2.6 **“health and safety file”** means a file, or other record in permanent form, containing the information required to be kept on site in accordance with the Act and applicable Regulations;
- 2.7 **“Health and Safety Plan”** means a documented plan which addresses the hazards identified and include safe work procedures to mitigate, reduce or control the hazards identified;
- 2.8 **“Risk Assessment”** means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- 2.9 **“the Act”** means the Occupational Health and Safety Act No. 85 of 1993.

3. Procedural Compliance

- 3.1 The Contractor who intends to carry out any construction work shall, before carrying out such work, notify the Provincial Director in writing if the construction work:-
- (a) includes the demolition of a structure exceeding a height of 3 metres; or
 - (b) includes the use of explosives to perform construction work; or
 - (c) includes the dismantling of fixed plant at a height greater than 3m,
- and shall also notify the Provincial Director in writing when the construction work exceeds 30 days or will involve more than 300 person days of construction work and if the construction work:-
- (a) includes excavation work deeper than 1m; or

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

4. Special Permits

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

5. Health and Safety Programme

- 5.1 The Tenderer shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of: -
- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act;

- (ii) the execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety;
 - (iii) ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.
- 5.2 The Contractor's Health and Safety Programme shall be based on a risk assessment in respect of the hazards to health and safety of his employees and other persons under his control that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.
- 5.3 The Contractor shall cause a risk assessment contemplated in clause 5.2 above to be performed by a competent person, appointed in writing, before commencement of any Construction Work and reviewed during construction. The Risk Assessments shall form part of the Health and Safety programme to be applied on the site and shall include at least the following:
- (a) The identification of the risks and hazards that persons may be exposed to;
 - (b) the analysis and evaluation of the hazards identified;
 - (c) a documented Health and Safety Plan, including safe work procedures to mitigate, reduce or control the risks identified;
 - (d) a monitoring and review plan.
- 5.4 The Health and Safety Plan shall include full particulars in respect of: -
- (a) the safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable;
 - (b) the safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
 - (c) the safety equipment, devices and clothing to be made available by the Contractor to his employees;
 - (d) the site access control measures pertaining to health and safety to be implemented;
 - (e) the arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Technical Officer with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 8 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and

- (f) the introduction of control measures for ensuring that the Safety Plan is maintained and monitored for the duration of the Contract.
- 5.4 The Health and Safety programme shall be subject to the Technical Officer's approval and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, in the Technical Officer's opinion, are necessary to ensure full compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.
- 5.5 The Contractor shall take reasonable steps to ensure that each subcontractor's Health and Safety Plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed to between the them, but at least once every month.
- 5.6 The Contractor shall stop any subcontractor from executing any construction work, which is not in accordance with the Contractor's, and/or subcontractor's Health and Safety Plan for the site or which poses a threat to the health and safety of persons.
- 5.7 The Contractor shall ensure that a copy of the Health and Safety Plan is available on site for inspection by an inspector, Technical Officer, agent, subcontractor, employee, registered employee organisation, health and safety representative or any member of the health and safety committee.
- 5.8 The Contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the Risk Assessment.
- 5.9 The Contractor shall ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedure before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.10 The Contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the Risk Assessment before any work commences, and thereafter at such times as may be determined in the Risk Assessment.
- 5.11 The Contractor shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.
- 6. Fall Protection Plan**
- 6.1 In the event of the risk and hazard identification, as required in terms of clause 5.3 of this Specification, revealing risks relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan;

- 6.2 The Contractor shall implement, maintain and monitor the fall protection plan for the duration of Contract. The Contractor shall also take such steps to ensure the continued adherence to the fall protection plan.
- 6.3 The fall protection plan shall include:-
- (a) A Risk Assessment of all work carried out from an elevated position;
 - (b) the procedures and methods to address all the identified risks per location;
 - (c) the evaluation of the employees physical and psychological fitness necessary to work at elevated positions;
 - (d) the training of employees working from elevated positions; and
 - (e) the procedure addressing the inspection, testing and maintenance of all fall protection equipment.

7. Hazards and Potential Hazardous Situations

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

8. Health and Safety File

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

ANNEXURE 1

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3(1) of the Construction Regulations

NOTIFICATION OF CONSTRUCTION WORK

-
-
- 1(a) Name and postal address of principal contractor:

 - (b) Name and tel. no of principal contractor's contact person:

 - 2. Principal contractor's compensation registration number _____
 - 3.(a) Name and postal address of client:

 - (b) Name and tel no of client's contact person or agent:

 - 4.(a) Name and postal address of designer(s) for the project:

 - (b) Name and tel. no of designer(s) contact person:

 - 5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6(1).

 - 6. Names of principal contractor's construction sub-ordinate supervisors on site appointed in terms of regulation 6(2).

 - 7. Exact physical address of the construction site or site office:

 - 8. Nature of the construction work:

 - 9. Expected commencement date: _____
 - 10. Expected completion date: _____

"PREVIEW COPY ONLY"

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

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

13. Name(s) of contractors already chosen.

Principal Contractor

Date

Client

Date

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

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

"PREVIEW COPY ONLY"

ANNEXURE 2**(COMPANY LETTER HEAD)****OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) :**

SECTION/REGULATION: _____

REQUIRED COMPETENCY: _____

In terms of _____ I, _____

representing the Employer) do hereby appoint _____

As the Competent Person on the premises at _____

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

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

Date : _____

Signature :- _____

Designation :- _____

ACCEPTANCE OF DESIGNATION

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

Date : _____

Signature :- _____

Designation :- _____

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

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

Signature :- _____

Date : _____

"PREVIEW COPY ONLY"

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

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

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

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

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

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

Signed : _____ Date : _____
 TECHNICAL OFFICER

ACKNOWLEDGEMENT OF RECEIPT

Name of Contractor/Builder :- _____ I,
 _____ do hereby acknowledge and accept the duties
 and obligations in respect of the Safety of the site/area of Work in terms of the Occupational Health and
 Safety Act; Act 85 of 1993.

Name : _____ Designation : _____

Signature : _____ Date : _____