ORIGINAL

CONSTITUTIONAL COURT OF SOUTH AFRICA

CASE CCT: 279/20

In the application between:

FIDELITY SERVICES GROUP (PTY) LTD (REGISTRATION NUMBER: 2002/030292/07)	First Applicant
THE SOUTH AFRICAN NATIONAL SECURITY EMPLOYERS ASSOCIATION (SANSEA)	Second Applicant

and

THE MINISTER OF FINANCE	First Respondent
AFRIBUSINESS NPC	Second Respondent
THE MINISTER OF PUBLIC ENTERPRISES	Third Respondent

In re: the Application for leave to appeal between:

MINISTER OF FINANCE Applicant/Appellant

and

AFRIBUSINESS NPC First Respondent

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26.	Annexure "FD16.1"	326
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DATED AT PRETORIA THIS 12th DAY OF APRIL 2021.

NFC ATTORNEYS INC.
ATTORNEYS FOR THE FIRST AND SECOND APPLICANT
PP Wynand Hendrik Fourie
An Attorney with right of appearance in
terms of Section 4(2) of Act 62 of 1995
Waterford Court
Block G33, Unit 3

c/o Rabie Street & Glover Avenue
Lyttelton
Pretoria
Phone (Office): +27 (0)12 664 1617
Email: info@nfcattorneys.co.za
OUR REF.: FID001/L/AB

TO: **THE REGISTRAR OF THE ABOVE HONOURABLE COURT**
JOHANNESBURG

AND TO: **THE STATE ATTORNEYS, PRETORIA**
THE FIRST RESPONDENT
SALU Building
316 Thabo Sehume Steet
Pretoria

STATE ATTORNEY
RECEPTION
2021 -04- 12
PRIVATE BAG/PRIVAATSAK X91
PRETORIA 0001 (7)
STAATSPROKUREUR

AND TO: **HURTER SPIES ATTORNEYS-**
THE SECOND RESPONDENT
1st Floor, AfriForum Building
Cnr Union and DF Malan Drive
Kloofsig
Centurion

11:30 am
MINISTRY OF PUBLIC ENTERPRISES
PRIVATE BAG/ PRIVAATSAK X15
2021 -04- 12
HATFIELD 0028
MINISTERIE VAN OPENBARE ONDERNEMINGS

HURTER SPIES INCORPORATED
WITHOUT PREJUDICE
Received by: Martie Hough
Signature:
On this: 12-04-2021 at: 12:32

AND TO: **MINISTER OF PUBLIC ENTERPRISES**
THE THIRD RESPONDENT
80 Hamilton Street
Arcadia
Pretoria

"FD16"
272

SABC

SOUTH AFRICAN BROADCASTING SABC SOC LIMITED
("the SABC")

REQUEST FOR PROPOSAL (RFP)

RFP NUMBER: RFP/RIS/2021/9

RFP TITLE: APPOINTMENT OF SERVICE PROVIDER FOR PROVISION OF PHYSICAL SECURITY SERVICES FOR SABC NORTHWEST PROVINCIAL OFFICES FOR A PERIOD OF THREE YEARS.

EXPECTED TIMEFRAME

BID PROCESS	**EXPECTED DATES**
Bid **Advertisement Date**	**01 April 2021**
Bid Documents Available From	**SABC Website (http://www.sabc.co.za/sabc/tenders/)**
Non - Compulsory Briefing Session Date & Time *See Annexure A (Guideline for Briefing Session)*	**16 April 2021 @ 11h30am**
Venue / Link for virtual Briefing Session	**SABC Northwest office: Auditorium** **OR** **Join on your computer or mobile app** Click here to join the meeting Learn More | Meeting options
Bid **Closing Date** and Time	**30 April 2021 @12h00pm**
Contact details	**RFPSubmissions@sabc.co.za**
Preference point system	**80/20**

The SABC retains the right to change the timeframe whenever necessary and for whatever reason it deems fit.

SABC

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BIDS DELIVERY: **Bids must be lodged in the:**

SABC's Tender Box
Cnr. James Moroka & Dr. Albert Luthuli Drive
Mmabatho
Mafikeng
2749

OR

ELECTRONIC SUBMISSION **RFPSubmissions@sabc.co.za**

During the COVID-19 pandemic, bidders may submit bids in the tender box or electronically until further notice. Refer to Document A for Conditions to be observed when bidding.

Late Bid submissions will not be accepted for consideration by the SABC.

1. PRE-QUALIFICATION

THE BIDDER MUST MEET AT LEAST ONE OF THE B-BBEE PRE-QUALIFICATION CRITERIA's LISTED BELOW.

CRITERIA	COMPLY/NOT COMPLY
***EME or QSE with B-BBEE Status Level 1* owned by black people**	
EME or QSE which is at least 51% owned by black people who are military veterans	
Generic with B-BBEE Status Level 1 (This Generic must be 100% Black Owned)	
Generic with B-BBEE Status Level 2 (This Generic must be 100% black owned)	

NON COMPLIANCE TO THE PRE-QUALIFICATION CRITERIA WILL RESULT IN AUTOMATIC DISQUALIFICATION. BIDDERS WHO SUBMIT INCOMPLETE OR INVALID SWORN AFFIDAVIT WILL ALSO BE DISQUALIFIED. VERIFICATION OF THE EME OR QSE STATUS WILL BE DONE BASED ON THE BIDDERS FINANCIAL STATEMENTS OR MANAGEMENT ACCOUNTS. ONLY VALID DOCUMENTS WILL BE CONSIDERED. SABC RESERVES THE RIGHT TO DISQUALIFY ANY BIDDERS WHOM THEIR FINANCIAL STATEMENTS PROOFS THAT THEY ARE NO LONGER FALL WITHIN EITHER EME OR QSE. TO QUALIFY, THE BIDDER MUST MEET GENERIC REQUIREMENTS AS STATED ABOVE.

2. MANDATORY DOCUMENTS

All bid respondents must submit mandatory documents that comply with all mandatory requirements. Bids that do not fully comply with the mandatory requirements will be disqualified and will not be considered for further evaluation.

	MANDATORY REQUIREMENT	COMPLY/ NOT COMPLY
2.1	Certified copies of Company's Fire Arm License **1 PISTOL**	
2.2	Certified copy of valid PSIRA Certificate	
2.3	Proof of **VALID (not expired by bid closing date)** Letter of Registration as a Security Service Provider at a National Key Point (NKP) issued by the South African Police Services. **OR** **Certified copy of the NKP Certificate**	
2.4	**Provide Physical address of Site Office:** Only bidders with Site offices that have a control room and are within 250 KM radius from SABC Northwest Office will qualify for	

	further evaluation. Bidders whose site offices are outside the stated radius will be eliminated **Bidders will be informed a week before Site Inspection takes place.**	275

NON-SUBMISSION OF THE MANDATORY DOCUMENTS WILL RESULT IN DISQUALIFICATION.

3. REQUIRED DOCUMENTS

3.1 SARS "Pin" to validate supplier's tax matters

3.2 Original or Certified copy of Valid BBBEE Certificate (from SANAS accredited Verification Agency)

3.3 All EME's and 51% black Owned QSE's are only required to obtain a **sworn affidavit** on an annual basis, confirming the following;

3.3.1. Annual Total Revenue of R10 Million or less (EME) or Revenue between R10 Million and R50 Million for QSE

3.3.2. Level of Black Ownership

Note 1:
Verification Agencies and Auditors who are accredited by the IRBA (Independent Regulatory Board for Auditors) are no longer the 'approved regulatory bodies' for B-BBEE verification and therefore IRBA auditors are not allowed to issue B-BBEE certificates after 30 September 2016.

Note 2:
Any misrepresentation in terms of the above constitutes a criminal offence as set out in the B-BBEE act as amended.

3.4 Proof of Valid TV License Statement (Company's, Shareholders and all Directors'), or affidavit proving that company and/or officials are not in possession of TV licence. Verification will also be done by the SABC internally.

3.5 Proof of Central Supplier Database (CSD) registration reflecting the CSD Supplier Number (Bidder must be registered in order to do business with the SABC). Verification will also be done.

3.6 Certified copy of Company Registration Document that reflect Company Name, Registration number, date of registration and active Directors or Members.

3.7 Certified copy of Shareholders' certificates.

3.8 Certified copy of ID documents of the Directors or Members.

3.9 Last three years audited/reviewed financial statements OR the Companies Management Accounts.

NB: NO CONTRACT WILL BE AWARDED TO ANY BIDDER/S WHOM THEIR TAX AND TV LICENCE MATTERS ARE NOT IN ORDER.

CONTENTS

DOCUMENT A: CONDITIONS TO BE OBSERVED WHEN BIDDING

DOCUMENT B: GENERAL CONDITIONS OF THE BID/PROPOSAL

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DOCUMENT J: ACCEPTANCE OF CONDITIONS OF BID

DOCUMENT K: VENDOR FORM (SABC SUPPLIER/VENDOR REGISTRATION FORM) - (ATTACHED SEPARATELY) / PLEASE ALSO REGISTER ON CENTRALISED DATA BASE - https://secure.csd.gov.za

DOCUMENT A

CONDITIONS TO BE OBSERVED WHEN BIDDING

1.0 LODGING OF PROPOSALS

1.1 Bidders are required to complete and sign the RFP Document and initial all pages (including proposal and brochures).

1.2 During the COVID-19 pandemic, bidders may submit bids in the tender box or electronically until further notice as follows:

1.2.1. Tender box submission

Bids submitted in the tender box must adhere to the following:

- Bids must be submitted in one (1) original, two (2) copies of the original and 1 (one) soft copy (CD) or memory stick, by hand and be enclosed in a sealed envelope marked distinctly with the RFP number. All soft copies should be in PDF format and must contain proposal, all completed forms, and attachments. This envelope must indicate the Bid number and the name and delivery address of the Bidder.

1.2.2. Electronic submission:

Bids submitted electronically must adhere to the following:

- The single point of entry is RFPSubmissions@sabc.co.za.
- Electronic submissions must be submitted in a PDF format that is protected from any modifications, deletions or additions.
- Financial/pricing information must be presented in a **separate** attachment from the Technical/Functional Response information. The onus is on the Bidder to ensure that all mandatory and required documents are included in the electronic submission.
- All electronic submissions must be prominently marked with the full details of the tender in the email subject line namely Bidder's Name, Tender No and Tender Title.
- Bidders are advised to email electronic submissions at least thirty minutes before the bid closing time to cater for any possible delay in transmission or receipt of the bid. The onus is on bidder to ensure that the bid is submitted on time via email

- Tender submission emails received after submission date and time will be declared late bid submissions and will not be accepted for consideration by SABC.

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1.4 The SABC will not be responsible for any failure or delay in the email transmission or receipt of the email including but not limited to:

- Receipt of incomplete bid
- File size (must not exceed 30mb)
- Delay in transmission or receipt of the bid
- Failure of the Bidder to properly identify the bid
- Illegibility of the bid; or
- Security of the bid data.

1.5 Bidders must ensure that bids are delivered timeously to the correct address. Bids not received in a specified manner, and by the specified time and date as set out in this RFP document will be rejected. The bid box is generally open 24 hours a day, 7 days a week.

2.0 COMPLIANCE WITH CONDITIONS OF PROPOSAL

2.1 No alteration, amendment or variation of the submitted proposal by the closing date of this bid shall be permitted, unless otherwise agreed in writing by both the SABC and the bidder. Should the bidder desire to make any amendments to the conditions of their proposal document, they shall stipulate upfront in their proposal document. The SABC reserves the right to reject such bid document.

3.0 COMPLIANCE WITH TECHNICAL SPECIFICATIONS

3.1 All bidders are required to submit bids in accordance with stipulated technical specification as indicated on this bid document. Failure to comply with the required technical specification will result in disqualification.

4.0 SCHEDULE OF QUANTITIES

4.1 Bidders are required to submit a detailed Schedule of Quantities indicating how the bid amount is composed. This schedule shall contain itemised descriptions, quantities and unit prices.

5.0 BID PRICES

5.1 No change in the submitted bid prices shall be accepted and/or approved by the SABC after receipt and before award of this bid.

5.2 All prices are to be quoted in the Republic of South African Rand with VAT as a separate item.

5.3 All local suppliers quoting in foreign currency must convert the currency to Rands and indicate the exchange rate applicable. The local suppliers must provide reasons with evidence why they are quoting in foreign currency

5.4 The prices quoted should be inclusive of all costs needed to perform the specified services, not limited to, all kinds of local guarantee bonds, taxes and duties, customs, customs clearance, inland transportation, storage, unpacking, positioning, installation, integration and testing. The prices quoted should be inclusive of all costs for the duration of the project.

5.5 This bid document is not an offer to purchase, order or contract.

5.6 Prices must be fixed for the first year and shall, where applicable, be subject to an increase of not more than the applicable CPI.

5.7 Bid prices for supplies in respect of which installation/erection/assembly is a requirement, shall include ALL costs on a basis of delivery on site as specified.

5.8 Bid prices shall, where necessary, include packaging. If desired, packaging material may be returned to the bidder provided the amount of credit that will be allowed for the returnable packaging is shown against each item concerned.

5.9 Any response submitted by a Bidder is subject to negotiation and review by the SABC.

6.0 SOURCE OF SERVICE AND MATERIAL

6.1 In the case of equipment/goods, which are partially or completely designed and/or manufactured in the Republic of South Africa, Bidders shall state the local content percentage.

6.2 Documentation certifying the local content percentage shall be submitted.

7.0 ACCEPTANCE OF PROPOSALS

7.1 The SABC does not bind itself to accept the lowest or any bid/proposal, nor shall it be responsible for or pay any expenses or losses which may be incurred by the Bidders in the preparation and delivery of its/his/her bid/proposal. The SABC reserves the right to accept a separate bid/proposal or separate bids/proposals for any one or more of the sections of a specification. The SABC also reserves the right to withdraw the bid at any stage.

7.2 No bid shall be deemed to have been accepted unless and until a formal contract/ letter of award is prepared and signed.

7.3 The SABC reserves the right, should it deem it necessary, to monitor every stage of the contract to ensure:

- that the directors who were awarded the bid are in control of the company and/or that changes in directors does not affect delivery of the goods/services/work adversely;
- that, if there are changes in the control of the company, these should be brought to the attention of the SABC;
- that in the event that the bid or any part thereof is to be subcontracted to another company or organisation after the bid was awarded, the Bidders must immediately advise the SABC and the SABC shall approve same as it deems fit;
- successful delivery of the goods/services/works in terms of the contract, or timeous termination of the contract should such action be in the best interest of the SABC;
- audit the successful Bidder's contract from time to time.

7.4 This bid will remain valid 180 (one hundred and eighty) days from the date of bid closing.

8.0 DEFAULT BY BIDDERS

8.1 If Bidders purport to withdraw their bid(s)/proposals within the period for which they have agreed that their bid/proposal shall remain open for acceptance, or fails to enter into a written contract when called upon to do so, or fails to accept an order in terms of the bid, the SABC may, without prejudice to any other legal remedy which it may have, accept their bid(s)notwithstanding the purported withdrawal, or proceed to accept any

other less favourable bid or call for bids afresh and may recover from the defaulting Bidders any additional expense it has incurred for the calling for new bids or the acceptance of any less favourable bid.

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9.0 AMPLIFICATION OF PROPOSALS

9.1 The SABC may, after the opening of bids, call on the Bidder to amplify in writing any matter which is not clear in the Bidder's submission and such amplification shall form part of the original bid.

9.2 In the event of the Bidders failing to supply such information within the specified timeframe, the bid will be liable to rejection.

9.3 The SABC reserves the right to:

- not evaluate and award bids that do not comply strictly with this bid document;
- make a selection solely on the information received in the bids;
- enter into negotiations with any one or more of preferred Bidder(s) based on the criteria specified in the evaluation of this bid;
- contact any Bidder during the evaluation process, in order to clarify any information, without informing any other Bidders. During the evaluation process, no change in the content of the bid shall be sought, offered or permitted;
- award a contract to one or more Bidder(s);
- accept any bid in part or full at its own discretion; and
- cancel this bid or any part thereof at any time.

Should Bidder(s) be selected for further negotiations, they will be chosen on the basis of the greatest benefit to the SABC and not necessarily on the basis of the lowest costs.

10.0 IMPORT/EXPORT PERMITS

10.1 Bidders are required to include complete information on equipment and/or components requiring export/import permits.

11.0 COST OF BIDDING

11.1 The Bidder shall bear all costs and expenses associated with preparation and submission of its bid/proposal, and the SABC shall under no circumstances be responsible or liable for any such costs, regardless of, without limitation, the conduct or outcome of the bidding, evaluation, and selection process.

12.0 COMMUNICATION

12.1 The SABC has provided a single point of entry for any questions or queries that the Bidder may have. All queries must be submitted in writing and directed to authorised contact person. **Unauthorised communication with any other personnel or member of staff of the SABC, with regard to this bid is strongly discouraged and will result in disqualification of the respective Bidder's bid/proposal submission.**

12.2 Should there be a difference of interpretation between the Bidder and SABC; SABC reserves the right to make a final ruling on such interpretation.

12.3 The closing time for clarification of queries is 3 (three) days before the deadline for bid/proposal submission.The Bidders should take note that questions together with responses will be sent to all Bidders who attended compulsory Briefing Session.

13.0 AUTHORISED CONTACT PERSONS

13.1 All enquiries in respect of this bid must be addressed to:

Tender Office
SCM Division
Radio Park Office Block
Henley Road
Auckland Park
Johannesburg
South Africa
E-mail: RFPSubmissions@sabc.co.za

14.0 BROAD-BASED ECONOMIC EMPOWERMENT

14.1 According to the 2013 B-BBEE Revised Coded of Good Practice the Exempted Micro Enterprise (EME) is only required to produce a sworn affidavit signed by the Commissioner of Oaths as per the requirement in the Justice of Peace and Commissioners of Oaths Act,1963(Act No.61 of 1963) or the Companies and Intellectual Property Commission("CIPC") certificate

on an annual basis.

14.2 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by SANAS.

14.3 Only South African Accreditation Systems (SANAS) is the authorised body to issue B-BBEE certificates

14.4 IRBA and Accounting Officers are **not** allowed to issue B-BBEE affidavit or certificates to EMEs and QSEs as it was under 2007 Codes

14.5 EME's and QSE's must submit an affidavit confirming that the entity's turnover is below R10 million and percentage of black ownership to claim BBBEE points

14.6 QSEs have to comply with all elements

14.7 Start-up enterprises are verified similar to EMEs, but can opt to be rated using the QSE and Generic Scorecard

14.8 QSE with at least 51% black ownership or above are only required to obtain a sworn affidavit on an annual basis with a confirmation of turnover and black ownership

14.9 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that B-BBEE status level certificate under the consortium name is submitted.

14.10 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

14.11 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

14.12 A bidder will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

14.13 A bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

15.0 MISREPRESENTATION AND FRONTING IS PROHIBITED

Fronting means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentations of facts, whether made by the party claiming compliance or by any other person.

It is an offence to misrepresent or provide false information regarding a company's information or engaging in a fronting practice. If there is any contravention of some sought, the SABC may open a criminal and/or civil case/s against the bidder and its directors/members in terms of applicable legislation, and ban the bidder & its directors/members from doing business with the SABC for a pre-determined period.

It is important to note that any proposal that does not conform fully to the instructions and requirements in this RFP may be disqualified.

Suppliers might be required to demonstrate their proposed capabilities by means of a presentation, clear and easily verifiable reference documentation and/or a visit to an existing client site where their capabilities may be demonstrated.

Bids, which do not meet the technical requirements, will not be considered for further evaluation.

END OF DOCUMENT

DOCUMENT B

GENERAL CONDITIONS OF PROPOSAL

1.0 COMPLIANCE WITH COMPLETION OF PROPOSAL

1.1 The bid forms should not be retyped or redrafted but photocopies may be prepared and used.

1.2 Bid forms must be signed in the original form; in ink and forms with photocopied signatures or other such reproduction of signature will be rejected.

1.3 Should bid forms not be filled in by means of mechanical devices, for example typewriters, ink, preferably black, must be used to fill in bid.

1.4 Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated. Incomplete bids will result in disqualification.

2.0 COMPLIANCE WITH TECHNICAL SPECIFICATIONS

2.1 Unless a departure is clearly stated by the Bidder at the time of bidding, the works shall be taken as complying in detail with the Technical Specifications, and the Bidder shall be held liable on all the terms and conditions of the contract as if this bid contained no departures. Technical specifications contained in any brochures or any other descriptions submitted shall apply for acceptance test purposes.

3.0 WARRANTY

3.1 If there are any defects arising from failure of goods to meet the specifications within the period specified in the contract, the Bidder shall replace the defective items at his expense or shall refund the SABC such costs as the SABC may incur in replacing such defective item. The Bidder shall also bear the cost of transporting replaced/repaired items to the place of destination.

4.0 INSPECTION

4.1 The Bidder shall permit and assist the SABC's representatives in carrying out any inspections that are called for in the proposal or specifications.

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5.0 PACKAGING

5.1 Goods purchased on this bid must be adequately protected and securely packaged during shipment and until delivery at the destination.

5.2 Goods must be clearly marked with the Bidder's name, description of contents and the SABC's order number and delivery address.

6.0 RISK

6.1 The Bidder will be responsible for losses that SABC incurred due to Bidder's negligence or intention and Bidder must provide Liability Insurance. This will be a condition of contract.

7.0 DELIVERY

7.1 Delivery will be to the SABC Northwest, Mafikeng, Republic of South Africa. The contractual delivery date must be strictly complied with and each delivery must be preceded or accompanied by delivery note. If delivery does not take place within the period stipulated, the SABC may cancel the contract concluded with the bidder without further notice to the Bidder and with immediate effect without prejudice to any other course of action available to the SABC to recover any damages out of such delay. Receipt of the goods by the SABC will not be regarded as acceptance thereof until the goods have been acceptance tested in compliance with the Technical Specifications.

8.0 PAYMENT

8.1 Payment, in currency other than South African Rand, will be made by means of a telegraphic or wired bank transfer.

The Bidder must provide:

- Name and address of their bank.
- Company account number to be credited.
- Sort/swift code of bank.

8.2 The SABC's standard payment terms are 30 days from date of Invoice.

9.0 ASSIGNMENT OF CONTRACT

9.1 The Bidder shall not have the right to cede any right or delegate any obligation in terms of this contract to any third party unless with the prior written approval of the SABC.

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10.0 PROPOSALS ARE CONSIDERED TO BE BINDING ON THE BIDDERS

10.1 Representations made in the bid/proposal, including claims made in respect of commitments to dates of delivery, shall be considered binding on the Bidder on acceptance of the bid/proposal by the SABC and same will be form part of the contract to be concluded, unless specifically noted by the Bidder in the bid/proposal that same maybe subject to change;

11.0 COMPLIANCE WITH SABC POLICIES

11.1. SABC will not procure any goods, services, works or content from any employee or employee owned business, to ensure that suppliers competing for the SABC's business have confidence in the integrity of SABC's selection process.

11.2. SABC will not procure any goods, services, works or content from any SABC Independent Contractor or Independent Contractor-owned business, to ensure that suppliers competing for the SABC's business have confidence in the integrity of SABC's selection process.

11.3. No former employees, SABC's Non-Executive members and Independent Contractors will be awarded contracts with the SABC within 24 months after resigning from SABC employment or not being engaged with the SABC.

11.4. Should former employees, SABC's Non-Executive members and Independent Contractors resign from the employment of the SABC or not being engaged with the SABC and become directors of other businesses bidding with SABC, such bid will not be considered until the cooling off period of two years has expired.

11.5. "The SABC has a zero tolerance to theft, fraud and corruption. Such activities will be investigated and stringent action institutes such as laying of criminal charges or even removal from the SABC database of service providers. Should you suspect or become aware of any suspicious acts of fraud, theft or corruption involving SABC employees or other suppliers rendering services to the SABC, contact the SABC whistle blowers hotline at **"0800 372 831"**

12.0 FAILURE TO COMPLY WITH THESE CONDITIONS

12.1 These conditions form part of the bid and failure to comply therewith may invalidate a bid.

13.0 RFP SCHEDULE

13.1 Bidders will be contacted as soon as practicable with a status update. At this time, short-listed Bidders may be asked to meet with SABC representatives. Bidders should provide a list of persons and their contact details who are mandated to negotiate on behalf of their company.

14.0 ADDITIONAL NOTES

14.1 All returnable documents as indicated in the bid form must be returned with the response

14.2 Changes by the Bidder to his/her submission is not allowed after the closing date.

14.3 The person or persons signing the bids must be legally authorized by the Bidder to do so. A list of the person(s) authorized to negotiate on your behalf must be submitted along with the bid.

14.4 SABC reserves the right to undertake post-bid negotiations with the preferred Bidder or any number of short-listed Bidders.

FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS MAY RESULT IN THE BID BEING OVERLOOKED.

15.0 DISCLAIMERS

15.1 Bidders are hereby advised that the SABC is not committed to any course of action as a result of its issuance of this BID and/or its receipt of a bid in response to it. In particular, please note that the SABC may:

15.2 change all services on bid and to have Supplier re-bid on any changes.

15.3 reject any bid which does not conform to instructions and specifications issued herein

15.4 disqualify bids after the stated submission deadline

15.5 not necessarily accept the lowest priced bid

15.6 reject all bids, if it so deem fit

15.7 award a contract in connection with this bid at any time

15.8 award only a portion as a contract

15.9 split the award of the contract to more than one Supplier

15.10 make no award of a contract.

Kindly note that SABC will not reimburse any Bidder for any preparation costs or other work performed in connection with this bid, whether or not the Bidder is awarded a contract.

END OF DOCUMENT B

DOCUMENT C

QUESTIONNAIRE TO BE COMPLETED WHEN BIDDING

If the information required in respect of each item cannot be inserted in the space provided, additional information may be provided on a separate sheet of paper with a suitable reference to the questionnaire number concerned.

1. Company's Treasury CSD unique registration reference number.	
2. Have your company been issued with a SARS Compliance Status PIN.	
3. If yes, please provide PIN number. The provision of the PIN will be construed as your permission to SABC Procurement to access your tax status on-line.	
4. Are you registered in terms of section 23(1) or 23(3) of the Value-added Tax Act, 1991 (Act 89 of 1991)?	
5. If so, state your VAT registration number and original current tax clearance certificate to be submitted	
6. Are the prices quoted fixed for the full period of contract?	
7. Is the delivery period stated in the bid firm?	
8. What is the address in the Republic of South Africa where an item of the type offered by you may be inspected preferably under working conditions? (Where Applicable)	
9. What is the approximate value of	

stock in the Republic of South Africa for this particular item? (If required).	
10. Where are the stock held?	
11. What facilities exist for servicing the items offered?	
12. Where are these facilities available?	
13. What are the names and addresses of the factories/suppliers where the supplies will be manufactured and may be inspected, if required?	

*

ALSO INDICATE WHICHEVER IS NOT APPLICABLE

END OF DOCUMENT C

DOCUMENT D
SBD-4
DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder[2]):

.....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in paragraph 3 below.

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[1]"State" means –

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

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain **YES/NO** the appropriate authority to undertake remunerative work outside employment in the state?

2.7.2.1 If yes, did you attached proof of such authority to the bid **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid).

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES /NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

.....

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

.....

.....

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

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.....

.....

3.0 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Pers. Number

4.0 DECLARATION

I, THE UNDERSIGNED (NAME)

.....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

....
Signature Date

....
Position Name of bidder

END OF DOCUMENT D

DOCUMENT E

FUNCTIONAL SPECIFICATION

1.0 INTRODUCTION AND BACKGROUND

The SABC was declared as a National Key Points (NKP) sites on 11 August 2006 under National Key Point Act, Act 102 of 1980. The South African Broadcasting Corporation SOC Limited (SABC) in terms of the Control of Access to Public Premises and Vehicle Act 53 of 1985 and National Key Points Act, No 102 of 1980, as amended, is required to obtain the services of trained NKP security personnel from the bidder to perform twenty-four (24) hour physical security services.

The SABC requires Physical Security Service provider with a minimum of three (3) years' relevant experience to provide SABC with 24 hour NKP physical security services to perform duties at the SABC Northwest's provincial office.

2.0 SCOPE OF WORK

The physical security services shall be provided on the premises as follows:

- Access and Egress control,
- Guarding and Patrolling of the premises
- Protection of assets, personnel and the premises
- Control room operations:
    - Monitoring of CCTV Cameras
    - Control room administration duties
    - Handling emergencies in the building
    - Conduct risk and threat assessments around the premises
- Loss control- The control of equipment leaving and entering the premises
- Ad hoc services outside this agreement will be delivered by the same Service Provider – Special events at SABC Northwest regional offices,
    - Guarding of Outside Broadcast

The specific duties of security service provider in respect of the premises shall be as described in the SABC's Standard Operating Procedures (SOP's). The SOP setting out the specific duties of the security service provider shall be complied with by the service provider at least a week before the Services commence. The said SOP- may be amended from time to time, with the agreement by both parties.

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3.0 REGULATORY REQUIREMENTS

Bidders are to provide physical security services in line with the following legislations;

- National Key Points Act 102 of 1980;
- The Control of Access to Public Premises and Vehicle Act, 1985, Section 2, 3 and 4. The application of the Criminal Procedure Act, Act 51 of 1977, Section 20, 23(b) (as amended in the Criminal Procedure Amendment Act, 33 of 1986) Section 24, 29 and 42 (as amended in the Amendment of the Criminal Law Amendment Act, 59 of 1983) as well as Section 46, 49, 50 and 51
- Section 13 of the Constitution;
- The Firearms Control Act 60 of 2000, section 10, 34, 90 and 106.
- Private Security Industry Regulation Act 56 of 2001;
- Protection of Information Act 84 of 1982;
- Trespass Act 6 of 1959;
- Occupational Health and Safety Act 85 of 1993; and
- Protection of assets

4.0 PERSONNEL REQUIREMENTS FOR PHYSICAL SECURITY.

The scope of services shall include without limitation the following.

4.1 **Day shift** personnel; **14 Grade C** and one **(1) x Grade B** who will operate as a shift supervisor.

4.2 **Night shift** personnel; **11 Grade C** and **one (1) x Grade B** who will operate as a shift supervisor.

4.3 The total number **27** NKP trained security personnel excluding relievers.

4.4 The service provider must provide relievers on an as and when required to guarantee the requirements and all relievers must be properly vetted in time.

4.5 All security officers shall be trained and knowledgeable about SABC procedures, protocol and Standard Operating Procedures (S.O.P). In addition, the graded staff will be responsible for the following;

4.5.1 Grade B security officers who will operate as shift supervisors.

4.5.2 Grade C security officers as per the NKP Act and patrol inside and outside the premises, including the main security control centers, entry and exit points.

5.0 PERSONNEL REQUIREMENTS FOR EMERGENCIES

The appointed service provider will be required to provide security personnel for emergencies like demonstrations and riots on an as and when required basis on the same terms.

6.0 EXPECTED DELIVERABLES

Provide a security management function at the premises which will include access, parameter control at premises and escorting of personnel and/or members of the public as and when required, and general crime prevention measures as instructed from time to time. This service will include the management of all security systems installed by the SABC, as well as the execution of the SABC's security policies and procedures.

7.0 CHARGES AND SETTLEMENT OF ACCOUNTS

7.1 The fees payable by the SABC to the service provider for the security services rendered in terms of this agreement shall not be less than but in accordance with the statutory wages prescribed by the relevant Act.

7.2 The prices should be based on the latest PSIRA published rates.

7.3 The service provider shall, on or before the end of each calendar month submit to the SABC an invoice, to be certified by both the service provider and the SABC as correct, specifying the services rendered during that current month and detailing the amount due and payable to the service provider. Value added tax shall be shown separately on each invoice for all vat-able items.

7.4 Payment for the security services shall be made by the SABC to the service provider after the receipt of valid invoice.

7.5 Should there be any error in the invoiced amount that shall be corrected on the following monthly invoice submitted by the service provider.

7.6 The service provider shall on or before the end of a calendar month submit a statement to the SABC in respect of services rendered to the SABC in that current month in terms of this agreement.

7.7 The SABC will be credited with the amount equal to the services not received during the month of the statement.

7.8 At least two (2) calendar months prior to statutory rate increase, the parties shall meet in an effort to agree upon the price in respect of the provision of security services by the service provider for the subsequent 12 months.

8.0 ACCESS TO PREMISES

8.1 Subject to the SABC's security measures, the SABC shall grant the service provider and its employee's access at all reasonable times to the premises so that they may carry out their duties in terms of the contract.

8.2 The service provider shall ensure that its employees are fully aware of the SABCs' security measures and regulations and that they shall subject themselves to such rules and regulations, including searches.

8.3 The SABC shall provide the service provider with all the necessary keys and access facilities, free of charge, so that the relevant workers may execute their duties in those areas of the building where they have to carry out their function in terms of the contract.

9.0 GENERAL PATROLS AND FUNCTIONS OF THE SERVICE PROVIDER

9.1 The Service Provider must execute the following:

9.1.1 Ensure security officers on foot conduct patrols as per control monitoring equipment on site. Security shall conduct patrols as per the SABC Standard Operation Procedures. These patrols shall be required every day from Monday to Friday between 18:00 and 06:00, and over weekends and public holidays.

9.1.2 Control and supervise all personnel on duty.

9.1.3 Ensure that personnel are deployed at required sites on time and in correct attire or uniform.

9.1.4 Report any emergencies and possible illegal activities that could arise to the SABC Control room with immediate effect.

9.1.5 Provide particular attention to all boundaries and possible approach and/or escape routes which may be used by undesirable persons.

9.1.6 Ensure security officers are in possession of their identity certificate or permit and necessary equipment at all time in order to perform their duties as required.

9.1.7 Ensure that all security officers used in these patrols are trained in the proper use of hand held two-way radio sets.

9.1.8 Ensure that all security officers at all times are capable to convey salient details of incidents or reporting such incidents.

9.1.9 Propose recommendations to the SABC with the possible improvements or preventative measures relating to security issues relevant to a site.

9.1.10 Ensure a supervisor is on duty and available at all times.

9.1.11 Ensure that an up to date security officers attendance register is maintained

10.0 GENERAL CONTROL ROOM DUTIES

Bidder shall ensure that:

10.1 Security officers issue and receive pre-approved SABC vehicles after hours, weekends and Public Holidays as per Standard Operating Procedures.

10.2 Security officers shall manage telephone exchange outside office hours.

10.3 Security officers shall monitor all alarms including fire alarms etc.

10.4 Security officers shall monitor CCTV surveillance system.

10.5 Security officers shall perform all other duties as per Standard Operating Procedures of SABC.

11.0 GENERAL ACCESS DUTIES

11.1 Security officers shall manage front door and rear door access points as per Standard Operating Procedures.

11.2 Security officers shall monitor and control all gates and access points of the building as per Standard Operating Procedures.

12.0 ADDITIONAL REQUIREMENTS

12.1 The service provider must provide his own occurrence books and any other registers and stationary required to perform their duty which will subsequently be SABC property.

12.2 Contingency plan will be guided by the SABC and will be executed by the service provider during emergencies.

12.3 Additional Security Officers may be required on an ad-hoc basis. A fix rate per hour must be quoted for (Casual guarding).

12.4 The service provider will provide management structure for the site.

12.5 Rates quoted for any equipment shall be calculated on twenty four (24) hour shifts, except for equipment utilized in patrols.

12.6 Rates quoted for security personnel shall be calculated on twelve (12) hour shifts.

12.7 The service provider must provide the following security aids; a baton, set of handcuffs, 9 mm Pistols, gun discharging facility, active two way Radio, Active Base radio/station and active patrol system are required per site.

12.8 Charge-out tariffs shall be reviewed annually and agreed increases shall become effective as promulgated by PSIRA each year.

12.9 It is a specific requirement for this site that the switchboard and reception will be manned by the service provider after hours on week days (17H00 PM-08H00 AM, weekends and public holidays.

13.0 ROVING PATROLS

13.1 To increase the effectiveness of security personnel, the service provider may be requested to provide roving patrols. These patrols shall be required to randomly patrol the area, supervise all posted security personnel, carry out irregular inspections of security personnel and to provide quick assistance to security personnel when incidents occur.

13.2 This service shall be carried out in such a manner to ensure the effectiveness in maintaining alertness of security personnel and prevention of theft.

13.3 When the service of additional security personnel are urgently required, the service provider shall provide the additional services at the same rates quoted for, within a time agreed upon between the SABC and the service provider but not later than twenty four (24) hours after the request has been received.

13.4 The additional services shall be provided for a period as agreed upon by both parties.

13.5 The service provider shall monitor operational CCTV camera images.

13.6 The service provider shall ensure Control room administration and communicate with internal departmental functionaries and contractors with regards to SABC rules / regulations.

13.7 The Service Provider will be expected to enter into a Service Level Agreement with SABC over and above contractual agreement. All personnel to be deployed to site are expected to sign non-disclosure agreements

14.0 SPECIAL CONDITIONS TO SECURITY PERSONNEL

The following is mandatory to all security personnel:

14.1 Security personnel must be dressed in full company uniform when on duty at all times.

14.2 Security personnel to visible wear ID card whilst on duty. The ID card must contain member name, surname, PSIRA number and a photo of the employee.

14.3 All personnel must have a police clearance and not have criminal records

15.0 CONTRACT PERIOD

The Contract period three (3) years.

16.0 KEY PERFORMANCE AREA EVALUATION (KPAS) FOR SUPPLIER RELATIONSHIP MANAGEMENT (SRM).

SABC will develop a Performance Management System, where the Service Provider will be evaluated against on a quarterly basis. The key performance will range from 1 - 4 in that 1(reflects as poor) and maximum of 4(reflects as excellent) details will be defined during contract stage.

The following KPI's will be used to evaluate the performance of the service provider:

16.1 All registers should be available for inspection at all times.
16.2 Monthly report submitted before 5 days subsequent to the end of each month.
16.3 Guards reporting on duty arrive on or before the specified time.
16.4 All staff correctly graded and in accepted uniform as per SOP.
16.5 Staff shifts to change within 30 minutes (sick leave and relievers planned).
16.6 Security personnel to be in possession of correct equipment on-site, replacement of equipment within 48 hours turnaround time.
16.7 Training as per SOP and on the job training.
16.8 Incidents reporting turnaround time (report immediately within 2 hours of the incident taking place, preliminary report within 24hrs, final report at completion of investigation with 14 days).
16.9 Overall Management and Supervision (attendance of weekly and monthly meetings, availability of after-hours supervisors and offsite management, documented minutes of meetings sent to SABC within 7 days, return of phone calls within 30 minutes & emails within 1 hour).
16.10 NKP competency training for all guards to be conducted twice a year. Proof of refresher training courses undertaken on a monthly and quarterly basis.

17.0 EVALUATION CRITERIA

Bidders should note that only bidders who met the Prequalification Criteria and mandatory documents of the bid will be evaluated further using a predetermined set of evaluation criteria. The evaluation criteria is designed to reflect the SABC's requirements in terms of identifying a suitable service provider and ensure the selection process is transparent and afford all the bidders a fair opportunity for evaluation and selection.

The bid responses will be evaluated on 80/20 point system (refer document G) and the functionality will be evaluated based on the criteria below:

17.1 TECHNICAL EVALUATION (PAPER BASED)

Evaluation Area	Evaluation Criteria	Points
Companies Previous Experience in Physical Security	Provide reference letter on clients **company's letterhead** (not limited to an National Key Point site) **from duly authorised person responsible for Security Services** with **contact details** (email address and/or telephone number). **The letters must stipulate the experience in years, represented by contract period, and number of guards/ compliment deployed per site.** The following should be reflected **(refer to Reference Letter Template on Annexure (B).** Each letter/s must meet **ALL** of the following requirements in order to be accepted for evaluation. The reference letter must: 1. *Be on clients company's letterhead* 2. *Be signed by an authorised client representative* 3. *Stipulate the client contact details (name and phone number/email)* 4. *Stipulate the Detailed description of actual services provided* 5. *Stipulate the contract period* 6. *Stipulate number of guards / compliment deployed per site* **Letters that do not meet all of the above requirements will be automatically disqualified.** **Cumulative contract duration over last 10 years as of 31 March 2021** • <3 years = (0 points) • 3 – 5 years= (12 points) • >5 – 10 years = (15 points) **Guards Compliment per site** • <7 guards (Excluding relievers) = (0 points) • 7 – 9 guards (Excluding relievers) = (20 points) • > 9 guards (Excluding relievers) = (25 points)	40
TOTAL		40

Threshold for the above paper based evaluation:

Bidders who obtain less than threshold of **32 points** will be declared non-responsive and will be eliminated from further evaluation.

FOURTH PHASE EVALUATION CRITERIA: SITE INSPECTION

Evaluation Area	Evaluation Criteria	Points
Control Room Facility	**Operating Hours and availability of Control room service that includes:** • Control room 24-hour operation service (10 points) • Active two-way radio base set with back-up service (10 points), • Active Radio Base Station/PTT Network Radio Device (communication system) (10 points), • Active occurrence book (manual/electronic) (10 points).	40
Availability of Patrol Vehicles	**Visibility of bidder's owned branded patrol vehicles and presentation of the ownership documents. (In the absence of these vehicles at bidder's premises, bidder must avail the vehicles within fifteen (15) minutes time. Failure to do so the bidder will score zero points).** • 1 vehicle = (7 points) • more than 1 vehicle =(10 points)	10
Fire arm & fire arm safe	**Fully compliant with firearm control Act 60 of 2000 measures with proof of the following:** • Mounted/secured/immovable Fire Arm safe • Fire arm register • Fire Arm (1 pistol with its valid license) **(This criterion must be met in full. Partial compliance will score 0 points)**	40
Availability of Uniform for all genders from head to toe.	**Availability of branded corporate, presentable contingency uniform stock:** • Less than 2 sets of uniform = (0 points) • 2 sets of uniform =(8 points) • Greater than 2 sets of uniform = (10 points)	10
Total points		100

Threshold for Site Inspection

Bidders who obtain less than threshold of **85 points** will be declared non-responsive and will be eliminated from further evaluation. Qualified bidders will be evaluated on Price and B-BBEE

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18.0 FINANCIAL STABILITY

The financial stability evaluation is used to assess the financial risk of the shortlisted bidders.

Respondents are required to submit their audited financial statements / management accounts for the past 3 years with their Proposal/Bid in order to enable the SABC to establish financial stability as follows:-

Area	Assessment Criteria
Financial Due Diligence	Bidders financial due diligence will be assessed based on submitted audited financial statements/management accounts using financial ratios, where applicable.

19.0 OBJECTIVE CRITERIA

19.1 SABC will conduct security screening with South African Police Service (SAPS) on the company and respective directors/ members, for criminal record, national Security threats and credit judgements. Negative findings will result in elimination. SABC reverses the right to conduct vetting with State Security Agency (SSA) at any stage.

19.2 The SABC reserve the right not to consider proposals from bidders who are currently in litigation with the SABC.

19.3 The SABC further reserve the right not to award this tender to any bidder based on the proven poor record of accomplishment of the bidder in previous projects within the SABC.

19.4 Bidders who are blacklisted or have committed other acts of fraud and misrepresentation of facts e.g. tax compliance, BBBEE, company financials, etc. will be eliminated from the bid process.

END OF DOCUMENT E

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ANNEXURES TO DOCUMENT E:

ANNEXURE B: REFERENCE LETTER TEMPLATE
ANNEXURE C: COST MODE

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DOCUMENT F

CONFIDENTIALITY

All information related to this bid both during and after completion is to be treated with strict confidence. Should the need however arise to divulge any information gleaned from the service which is either directly or indirectly related to the SABC, written approval to divulge such information will have to be obtained from SABC.

The bidders must ensure that confidential information is: maintained confidential; not disclosed to or used by any unauthorised person; so as to prevent any disclosure or unauthorised use with at least the standard of care that bidders maintain to protect their own confidential information; only used for the purpose of considering and responding to this RFP; and not reproduced in any form except as required for the purpose of considering and responding to this bid. Bidders must ensure that: access to confidential information is only given to those of its partners, officers, employees and advisers who require access for the purpose of considering and responding to this RFP; and those partners, officers, employee and advisers are informed of the confidential information section and keep that information confidential. This bid remains at all times the property of the SABC. No rights other than as provided in this bid and in respect of the confidential information are granted or conveyed to bidder/s

NAME OF BIDDER: _____

PHYSICAL ADDRESS: _____

_____

Bidder's contact person:

Name : _____

Telephone : _____

Mobile : _____

Fax.: _____

E-mail address : _____

END OF DOCUMENT F

DOCUMENT G
SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1.0 GENERAL CONDITIONS

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

- the **80/20** system for requirements with a Rand value above R30 000 (all applicable taxes included).

1.2 The value of this bid is estimated to be equal to or below R50 000 000 (all applicable taxes included) and therefore the.....**80/20**.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

		POINTS
1.3.1.1	**PRICE**	80
1.3.1.2	**B-BBEE STATUS LEVEL OF CONTRIBUTION**	20
	Total points for Price and B-BBEE must not exceed	**100**

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of

contribution are not claimed.

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

2.0 DEFINITIONS

2.1 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;

2.3 **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

2.8 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

2.9 **"EME"** means any enterprise with an annual total revenue of R10 million or less as per the Amended Codes of Good Practice (COGP).

2.10 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in

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terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 **"non-firm prices"** means all prices other than "firm" prices;

2.13 **"person"** includes a juristic person;

2.14 "**rand value**" means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 "**sub-contract**" means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 "**total revenue**" bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.17 "**trust**" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 "**trustee**" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3.0 ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4.0 AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5.0 Points awarded for B-BBEE Status Level of Contribution

15.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6.0 BID DECLARATION

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

7.0 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution:..... = ...(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE affidavit or certificate issued by a Verification Agency accredited by SANAS.

8.0 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) What percentage of the contract will be subcontracted?

.....%

(ii) The name of the sub-contractor?

.....

(iii) The B-BBEE status level of the sub-contractor?

.....

(iv) Whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9.0 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

.....

9.2 VAT registration number:

.....

9.3 Company registration number

.....

9.4 Type Of Company/ Firm

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

[TICK APPLICABLE BOX]

9.5 Describe Principal Business Activities

.....

.....

.....

.....

9.6 Company Classification

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business? .....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct;
(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the SABC that the claims are correct;
(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the SABC may, in addition to any other remedy it may have;

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution

WITNESSES:

1. .....

.....

BIDDER(S)

SIGNATURE(S) OF

2. .....

DATE: .....

ADDRESS:

.....

.....

.....

.....

END OF DOCUMENT G

DOCUMENT H
SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1.0 This Standard Bidding Document must form part of all bids invited.

2.0 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3.0 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)…….
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

…….
Signature

……..
Date

……
Position

……..
Name of Bidder

END OF DOCUMENT H

DOCUMENT I

SBD 9
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1.0 This Standard Bidding Document (SBD) must form part of all bids[1] invited.

2.0 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3.0 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4.0 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5.0 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

[2] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for SABCs who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(RFP Title: RFP/RIS/20219 Northwest Provincial Physical Security Services)
in response to the invitation for the bid made by:

(South African Broadcasting Corporation SOC Limited "SABC")

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:_____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

(a) prices;
(b) geographical area where product or service will be rendered (market allocation)
(c) methods, factors or formulas used to calculate prices;
(d) the intention or decision to submit or not to submit, a bid;
(e) the submission of a bid which does not meet the specifications and conditions of the bid; or
(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

[3] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

....

Signature Date

....

Position Name of Bidder

END OF DOCUMENT I

DOCUMENT J

ACCEPTANCE OF CONDITIONS OF BID

By signing the BID document, the Bidder is deemed to acknowledge and accept that all the conditions governing this BID, including those contained in any printed form stated to form part thereof and SABC Limited will recognize no claim for relief based on an allegation that the Bidder overlooked any such condition or failed properly to take it into account for the purpose of calculating bided prices or otherwise.

SIGNEDat_____this_____day of _____2021

NAME OF COMPANY _____

NAME OF THE SIGNATORY (IES)_____

CAPACITY:_____

Are you authorised to sign on behalf of the company (YES/NO) _____

WITNESSES:

1. _____

2. _____

_____

BIDDER

END OF DOCUMENT J

END OF THE REQUEST FOR PROPOSAL DOCUMENT

ANNEXURE A: GUIDELINE FOR NON-BRIEFING SESSION

- The briefing session meeting will be arranged by means of an online session using the Microsoft TEAMS. Find below the link:-

  Join on your computer or mobile app
  Click here to join the meeting
  Learn More | Meeting options

- Bidders who have do not access to Microsoft Teams or similar enablers are kindly requested to advice of their interest to participate in the online briefing session by sending an email to RFPSubmissions@sabc.co.za 3 days before the briefing session or they can visit our below stated offices to attend the virtual meeting.

  SABC Northwest Building,
  Cnr. James Moroka & Dr. Albert Luthuli Drive
  Mmabatho
  Mafikeng

- On the date and time of the briefing session, bidders will join via Microsoft Teams or similar enablers to attend the online briefing session meeting.
- On joining the meeting, bidders must join as their company names.
- Bidders who are unable to connect via Microsoft TEAMS or similar enablers are requested to submit their queries related to the bid via email. The aforementioned process will follow
- The dates and times of the briefing sessions is advertised on the National Treasury E-Tender Portal and the SABC Website.
  - All queries and responses from the various briefings sessions will be consolidated into a schedule of questions and answers and communicated by publishing on the National Treasury E-Tender Portal and the SABC Website.



ANNEXURE B: REFERENCE LETTER TEMPLATE

The Bidder is recommended to use the attached reference letter template to obtain clear and easily verifiable references in response to the bid requirements.

This reference letter format is not to be completed by the bidder, but it is to be completed by the clients of the bidder who is bidding for this project giving reference to their level of the service rendered in either their current or previous project.

IT IS RECOMMENDED THAT THIS LETTER BE COPIED AND PASTED ON THE LETTERHEAD OF THE CLIENT/S OF THE BIDDER and must be completed by the client and NOT by the bidder.

REFERENCE LETTER:

Title: Provision of Physical Security Services for SABC Northwest Provincial Offices for a Period of Three Years.
Bid Number: RFP/RIS/2021/9

	REFERENCE LETTER FORMAT
	Clients Letterhead
	Clients Legal Name
	Name of the company you are giving reference about
Bid Number (optional)	
Bid Description: (optional)	
Describe the Services above and the duration on the company provided to your organisation.	
Number of guards/ complement per site	
Service period (start date)	
Service period (end date)	
Project Cost (Optional)	

Please rate the above bidder according to the following Criteria by ticking column and providing comments / details: (Optional)

Criteria (Optional)	Not meet requirements	Meets requirements	Exceeds requirements

1. *Full staff complement on site at all times as per schedule agreement*			
2. *Staff in full presentable uniform and well equipped with security aids*			
3. *Proactively engages in problem resolution*			
4. *Timeous and accurate reporting of all incidents*			
5. *Active and Accurate reporting in Occurrence Books*			
6. *Service levels achieved at 95-100%*			
7. *Full compliance with all safety protocols*			
8. ***Based on the above stated criteria, rate the Overall Satisfaction with bidder***			

Comments (optional)	
Completed by:	
Signature:	
Company Name:	
Position:	
Contact Telephone Number:	
Date:	

SABC

ANNEXURE C: COSTING MODEL

DAY SHIFT					
GRADE	PER GUARD	MONTHLY RATE/ PER **UNARMED** GUARD	TOTAL EXCL. VAT	VAT 15 %	TOTAL INCL. VAT
B	1				
C	1				
GRADE	PER GUARD	MONTHLY RATE/ PER **ARMED** GUARD	TOTAL EXCL. VAT	VAT 15 %	TOTAL INCL. VAT
B	1				
C	1				
NIGHT SHIFT					
GRADE	PER GUARD	MONTHLY RATE/PER **UNARMED** GUARD	TOTAL EXCL. VAT	VAT 15 %	TOTAL INCL. VAT
B	1				
C	1				
GRADE	PER GUARD	MONTHLY RATE/ PER **ARMED** GUARD	TOTAL EXCL. VAT	VAT 15 %	TOTAL INCL. VAT
B	1				
C	1				

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Other Costs/ Rates						
Description	**QTY**	**Frequency**	**Unit Price Excl. VAT**	**VAT**	**Unit Price incl. VAT**	**Total Incl. VAT**
NKP Training						
NKP Allowance						
Other (specify)						
CASUAL GUARDING **Grade C**	**1**	**Adhoc**				

- **BIDDERS MUST STATE R 0. 00 FOR ANY ITEMS THAT THEY DO NOT PRICE FOR.**
- **ONLY PSIRA RATES WILL BE CONSIDERED.**
- **ADDITIONAL SECURITY OFFICERS MAY BE REQUIRED ON AN AD-HOC BASIS. A FIX RATE PER HOUR MUST BE QUOTED FOR (CASUAL GUARDING).**

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04 March 2021

SOUTH AFRICAN BROADCASTING SABC SOC LIMITED

PROVISION OF PHYSICAL SECURITY SERVICES FOR SABC WESTERN CAPE PROVINCIAL OFFICES FOR A PERIOD OF THREE YEARS

BIG NUMBER: RFP/RIS/2021/6

Dear Sir,

The Fidelity Services Group would like to express our gratitude to SOUTH AFRICAN BROADCASTING SABC SOC LIMITED for the opportunity to participate in their tendering process for the appointment of a service provider to render specialised security services to your good-selves. We are very excited at the prospect of furthering our professional association with you and strongly believe that we are ideally suited to meet your needs for the reasons set out in our proposal document.

The Fidelity Services Group's innovative approach to Risk Assessments, Protection Services, Forensic Investigation, and combined investments into world class technology as well as our employment of the finest specialists in South Africa. This position ourselves to provide the SOUTH AFRICAN BROADCASTING SABC SOC LIMITED with a world class service, specifically in regard to our capacity in the provision of investigations and security infrastructure.

We at the Fidelity Services Group of Companies are very passionate about the Industry we serve and pride ourselves with our ability to be flexible in listening to our client's needs and tailor making the exact service required to meet the high standards as set by an organisation of your stature.

As a wholly owned South African company, we recognize and support the crucial role that SOUTH AFRICAN BROADCASTING SABC SOC LIMITED plays in terms of ensuring that a viable and sound economic climate is generated through a securitized fiscal policy. Therefore, we fully embrace the scope of work (SOW) rendered within this tender and highly value the composite security solution we are able to propose to SOUTH AFRICAN BROADCASTING SABC SOC LIMITED. The interest of both The Fidelity Services Group and the SOUTH AFRICAN BROADCASTING SABC SOC LIMITED alike, are firmly vested to eradicate the scourge of crime operations, and we believe that together we can make a difference.

There is no doubt that Fidelity is the Security market leader in South Africa.

- Operationally, the Fidelity Security Group combines up-to-the-minute technology, the inclination to be relentlessly **customer centric** and traditional security services to deliver effective and optimal security.
- The combination of a **highly functional corporate structure**, good governance, the hands-on approach of the management team, acquisitions and successful BEE initiatives have led to the success and high growth rate of the company.
- Our **Logistical strengths** are well known in the industry.

The Fidelity Services Group has the equipment, infrastructure and resources available in order to commence with the contract within the requested 30 days.

The abbreviated summary of the National Fidelity Security Group Logistics below supports our claim that we have the best National Footprint in our industry namely:

- 160 Branches and Depots not only within South Africa and Swaziland.

Directors: WJ Bartmann VS Maharaj IP Mogotlane* (Ms) NK Ndwandwe (Ms)
(*non-executive) Alternate Director: CorServ CC represented by GA Raw (Mrs)

Registered Office: Fidelity Corporate Park, 104D Mimosa Street, Heuglerkruin, Roodepoort 1724 Postal Address: Private Bag X5, Westgate 1734
Tel +27 11 763 9000 Fax +27 11 768 5029
Fidelity Security Services (Pty) Ltd Registration No: 1997/013274/07
VAT Reg No: 4150174 VAT Client No: 4150170407

Fidelity Security Services (Pty) Ltd is a proud member of the Fidelity Security Group (Pty) Ltd

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SECTION 1: NOTICE TO BIDDERS

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

DESCRIPTION	Provision Of Office Cleaning Services At Langlaagte, Luipaardsvlei, Roodepoort & Krugersdorp Depots For A Period of Twenty Two (22) Months.
COLLECTION / INSPECTION OF DOCUMENTS	This RFQ may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge. Alternatively, this RFQ may be purchased at R100 (inclusive of VAT) per set for those bidders that require a hard copy from Transnet. Bidders are however encouraged to download the RFQ from the eTender Portal instead.
BIDS DOWNLOADED FROM NT PORTAL	The document will be available on the NT eTender portal from **[21 February 2020]** until **[10 March 2020]**. If Bidders intend to download the bid off the Portal, they are required to indicate their intention to respond to this bid by **[02 March 2020]** by sending an email with their contact details to the following address: **Anthonie.Erasmus@transnet.net** or **Lerato.Morailane@Trasnnet.net** This is to ensure that any required communication (e.g. addenda to the bid) in relation to this bid reaches those intending to respond. *NOTE - Transnet will not be held liable if Bidders do not respond by this date and do not receive the latest information regarding this Bid as a result thereof.*
BIDS COLLECTED FROM TFR TENDER OFFICE	If a bidder requires a hard copy bid document, the following steps apply: i. **Make arrangements** to collect the bid document. Prior arrangements must be made one (1) day in advance and the bid document may be collected between **09:00** and **15:00** from **[21 February 2020]** until **[02 March 2020]** ii. **Collect** the RFQ from the following address, bringing along proof of payment **RECEPTION, TENDER ADVICE CENTRE, INYANDA HOUSE 1, GROUND FLOOR, 21 WELLINGTON ROAD, PARKTOWN, JOHANNESBURG** iii. The last day this document can be collected from the TFR office is 03 March 2020.
COMPULSORY BRIEFING SESSION	A compulsory pre-proposal site meeting and RFQ briefing will be conducted at **Krugersdorp Yard (Entrance next to Bull Brand factory) GPS coordinates: +27.773731 – 26.109198** on **02 March 2020** 10:00 am for a period of ± 4 hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late. **Briefing will start at Krugersdorp and proceed to Luipaardsvlei, Roodepoort & Langlaagte stations**
CLOSING DATE	**10:00 on Tuesday 10 March 2020.** This bid shall close punctually at the following address: **The Chairperson, Transnet Freight Rail Acquisition Council, Inyanda House 1, 21 Wellington Rd, Parktown, JOHANNESBURG, 2001.** As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
VALIDITY PERIOD	**180 Business Days from Closing Date** **End of validity period: 30 October 2020.** *NOTE - Bidders may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded. With regard to the validity period of short-listed bidders, please refer to Section 1.*

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. As explained in more detail in the B-BBEE Claim Form (Section 6), Transnet will award preference points to companies who provide proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

Given the estimated value of the bid, the **80/20** system shall be applicable.

Respondents are required to complete Section 6 and submit it together with valid proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Respondents are required at all times to comply with the latest B-BBEE legislation and/or instruction notes as issued from time to time by the DTI.

Note: Failure to submit valid and original (or certified copy of) proof of the Respondent's compliance with the B-BBEE requirements stipulated in Section 6 of this RFQ (the B-BBEE Preference Points Claim Form) at the Closing Date of this RFQ, will result in a score of zero being allocated for B-BBEE.

2.1 Subcontracting

Transnet fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to Exempted Micro Enterprises (EMEs), Start-up companies and Qualifying Small Enterprises (QSEs) which are Black Owned, Black Women Owned, Black Youth Owned, companies owned by Black People with Disabilities, including any companies designated as B-BBEE Facilitators[1].

Respondents are required to submit proof of the subcontracting arrangement between themselves and the subcontractor. Proof of the subcontracting arrangement may include a subcontracting agreement.

Respondents are to note that it is their responsibility to select competent subcontractors that meet all requirements of the bid so that their bid is not jeopardised by the subcontractor when evaluated. Respondents are responsible for all due diligence on their subcontractors.

If contemplating subcontracting, a Respondent will not be awarded points for B-BBEE if it is indicated in its Proposal that such Respondent intends subcontracting more than 25% [twenty-five percent] of the value of the contract to an entity/entities that do not qualify for at least the same points that the Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

[1] The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans' Association (SANMVA) has been designated as a B-BBEE Facilitator. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.

Respondent/s are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and / or using their subsidiaries for fronting. Where a Respondent intends to subcontract with their subsidiary this must be declared in their bid response.

The successful Respondent awarded the contract may only enter into a subcontracting arrangement with Transnet's prior approval.

The contract will be concluded between the successful Respondent and Transnet, therefore, the successful Respondent and not the sub-contractor will be held liable for performance in terms of its contractual obligations.

A person awarded a contract may not subcontract more than 25% [twenty-five percent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

In terms of Section 6 of this RFQ [the B-BBEE Preference Point Claim Form] Respondents are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-contractor/s.

2.2 Exempted Micro Enterprises & Qualifying Small Enterprises

Transnet has set a prequalification criterion that only Exempted Micro Enterprises (EMEs) and/or Qualifying Small Enterprises may participate in this RFQ process. A bid that fails to meet this pre-qualifying criteria will be regarded as an unacceptable bid.

2.3 Minimum B-BBEE level

Transnet has set a minimum B-BBEE threshold for participation in this RQP process. The minimum B-BBEE threshold in this instance is a B-BBEE Level 1. A bid that fails to meet this pre-qualifying criteria will be regarded as an unacceptable bid.

2.4 Prequalification criteria for Preferential Procurement

Respondents are to note that they are eligible to participate in this RFQ should they meet both prequalification criteria for preferential procurement stipulated in paragraphs 2.2, 2.3.

3 COMMUNICATION

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

For specific queries relating to this RFQ (prior to the tender closing), the tender administrator can be contacted directly, while also informing the secretary of the Acquisition Council of the communication.

Tender Administrator
Name: Brenda Baloyi
Telephone: 011 584 0662
Email: Brenda.Baloyi@Transnet.net

and

Secretary of the Acquisition Council

Name:	Prudence Nkabinde	Email:	prudence.nkabinde@transnet.net
Telephone:	011-584 0821		

After the closing date of the RFQ, a Bidder may only communicate with the Rail Secretariat of the Transnet Freight Rail Acquisition Council, on any matter relating to its RFQ Proposal.

Name:	Prudence Nkabinde	**Email:**	prudence.nkabinde@transnet.net
Telephone:	011-584 0821		

4 LEGAL COMPLIANCE

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

5 CHANGES TO QUOTATIONS

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

6 PRICING

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

7 PRICES SUBJECT TO CONFIRMATION

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

8 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.

9 DISCLAIMERS

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

9.1 modify the RFQ's goods / service(s) and request Bidders to re-bid on any changes;

9.2 reject any Quotation which does not conform to instructions and specifications which are detailed herein;

9.3 disqualify Quotations submitted after the stated submission deadline;

9.4 not necessarily accept the lowest priced Quotation or an alternative bid;

9.5 reject all Quotations, if it so decides;

9.6 place an order in connection with this Quotation at any time after the RFQ's closing date;

9.7 award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;

9.8 split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;

9.9 make no award at all;

9.10 validate any information submitted by Bidders in response to this bid. This would include, but is not limited to, requesting the Bidders to provide supporting evidence. By submitting a bid, Bidders hereby irrevocably grant the necessary consent to Transnet to do so;

9.11 request audited financial statements or other documentation for the purposes of a due diligence exercise;

9.12 not accept any changes or purported changes by the Bidder to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;

9.13 award the business to the next highest ranked bidder, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, provided that the preferred bidder is still prepared to provide the required goods at the quoted price.

Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret;

9.14 not clarify the price as submitted in case of arithmetical errors, given time restrictions;

9.15 cancel the contract and/or place the Bidder on Transnet's list of Restricted Suppliers, should a contract be awarded on the strength of information furnished by the Bidder, which after conclusion of the contract, is proved to have been incorrect;

9.16 award business to the highest scoring bidder/s unless objective criteria justifies the award to another bidder; and/or

9.17 undertake post-tender negotiations [PTN] with selected Bidders or any number of short-listed Bidders. Such PTN can include, at Transnet's option, any evaluation criteria listed in this RFQ document. In the event of any Bidder being notified of such short-listed/preferred bidder status, his bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.

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

Transnet reserves the right to lower the threshold for Technical from 80% to 60% if no Bidders pass the predetermined minimum threshold.

10 SCOPE OF WORK

1. Background

1.1 Transnet Freight Rail requires the services of a cleaning service provider for the provision of good quality cleaning service for **Langlaagte, Luipaardsvlei, Roodepoort & Krugersdorp.**

1.2 The scope of works includes cleaning of building's internal floors, ablutions, kitchens, external surroundings, deep cleaning, vacuuming and other cleaning-related and complementary services.

1.3 The Service provider shall provide all necessary machinery, tools and materials for the proper cleaning of above mentioned areas and execution of the work. Such machinery and materials shall be of a high standard, appropriately maintained and suitable for use within the Buildings.

1.4 The Service provider shall ensure that the OHS Act and any other relevant legislative prescripts, policies and procedures are observed, and shall ensure that all cleaning functions and activities are carried out in a compliant manner.

2. Service requirements

2.1 General service requirement

2.1.1 The Service provider is duly required to ensure the neat appearance of TFR buildings at all times. Effectiveness of manual cleaning depends on the worker, therefore Transnet requires all personnel to be appropriately trained in the cleaning competencies needed for the service that they provide.

2.1.2 The Selected bidder shall conduct proper training and induction of cleaning requirements to ensure personnel are well-trained in all areas they service.

2.1.3 The Service provider shall provide suitable equipment, protective clothing and training on proper use of chemicals, to ensure appropriate safety and wellness measures are taken to protect his employees and those of Transnet.

2.1.4 The minimum requirements and frequency of intervention are as illustrated in the schedule.

2.1.5 The Selected bidder's cleaning programme must demonstrate fair distribution of the work-load; ensuring that each and every person is productive.

2.1.6 Situations of over-utilisation and under-utilisation of staff i.e. where person has either too much or too little work to do, must be addressed as soon reported through an improved service programme with more efficient use of all personnel and fair model of work allocation.

2.1.7 This contract requires hands-on supervision with each Supervisor being aware of the contribution of their personnel. The Supervisor must be able to competence gaps, and ensure the personnel receive the required training.

2.1.8 Service concerns and areas of development will also from part of the Supervisor's responsibilities to ensure personnel are developed and given the right support.

2.1.9 The bidder shall meet the minimum capacity requirements for resources i.e. plant, machinery and personnel.

2.1.10 The Service provider shall take cognisance that cleaning service is regarded as an essential service and shall therefore ensure the continuity of service in the event of employees' absenteeism, sickness or any form of leave, during industrial action or any other service interruptive actions.

2.1.11 Duties and responsibilities assigned to personnel must be well balanced in the allocated working area.

2.1.12 The Service provider shall consider and adopt industry cleaning standards and norms where personnel are kept up to date with new developments, cost saving initiatives are institutionalised, appropriate benchmarks for cleaning in terms of type of cleaning required, frequency of such cleaning, correct cleaning methods that not damage surfaces and upholsteries are used and correct chemicals and equipment are at all times used.

2.1.13 Working hours are between 07h00 and 16h00 weekdays Monday to Friday and on weekends where required. Working hours exclude public holidays.

2.1.14 Transnet shall monitor the cleaning activities to ensure adherence to the agreement.

2.2 **Personnel requirements.**

2.2.1 The average personnel requirements are as indicate in Table A below. Figures are indicative staff compliment based on historic service level requirements and are therefore intended to serve as minimum requirement.

2.2.2 Bidder is expected to allocate as a minimum the number of personnel stipulated in the schedule to the contract.

2.2.3 The Successful Bidder shall deploy the total number of personnel contracted for to site, daily for the total number of designated hours for entire duration of the contract. Not at any point shall there be less staff than was agreed.

Table 1 Personnel requirements

Total staff	13 cleaners 1 supervisor

2.2.4 The contractor shall bear sole responsibility for the recruitment, training, and provision of uniform, remuneration and engagement with cleaning personnel whatsoever is required for the provision cleaning services.

2.2.5 The Successful Bidder shall provide to Transnet within 7 days of appointment, the identity of all staff allocated to the contract, specifying whether they are employed on a permanent or temporary basis and furthermore supply copies of identification documents for each individual.

2.2.6 Transnet prefer low supervisor to personnel ration to avoid Supervisors being overwhelmed by the large number of employees to supervise.

2.2.7 There must be good coordination and communication between supervisors and their subordinate, and teams must be efficiently managed.

2.3 Cleaning personnel

2.3.1 Cleaners should be observant, keen, alert, efficient, willing and pleasant; and adequately trained to guarantee a high cleaning standard.

2.3.2 Personnel shall at all times be neatly dressed in identifiable uniform.

2.3.3 The Successful Bidder is encouraged to retain their staff for total duration of the contract, however in the event of staff replacement; the Contractor shall inform Transnet in writing immediately prior to the replacement of any staff and submit identification of the new appointee(s).

2.3.4 The Service provider shall immediately substitute any staff found to be absent for whatever reason in order to ensure continued of service, refer to clause 2.4.

2.3.5 Personnel shall report maintenance matters, faults, and health and safety concerns to their supervisor for attention. Supervisors must follow up and escalate maintenance issues to Property Management.

2.4 Relief staff

2.4.1 The Service provider is responsible for providing a continuous service to Transnet. If a cleaner is ill, away or on leave, it is the Contractor's responsibility to ensure that the service is still provided, as such shall make alternative arrangements.

2.4.2 The contractor is expected to have bank of temporary relief staff as contingency to absenteeism.

2.4.3 The Site Manager shall be responsible for the proper arrangement of substitute staff and such person shall be on site for total working hours for the total days for which they are required.

2.4.4 In case of emergency or unplanned leave, the Site Manager shall be allowed until 09h00 to have the substitute staff on site.

2.5 The Supervisor

2.5.1 The Supervisor, who has sound knowledge and experience in supervising cleaning works for high quality buildings, shall effective supervise cleaning personnel and all daily operations at the Contractor's own cost.

2.5.2 Such supervisor shall be on the premises daily to report and where possible remedy any faults or irregularities which may affect daily operation.

2.5.3 The Supervisor must escalate all faults, health and safety concerns and maintenance issues reported by personnel to Property Management.

2.5.4 The onsite Supervisor must be trained and understand the contract requirements so they can translate the requirements into tasks that a cleaning person can handle and execute in a timely manner.

2.5.5 The Supervisor must furthermore ensure the balance of activities between personnel, working time, equipment and supplies required to execute the tasks.

2.5.6 The supervisor shall draw-up daily work schedules for staff under their management.

2.5.7 The Supervisor shall ensure relevant personnel are registered in the work schedules including areas to which they are assigned.

2.5.8 Supervisor shall ensure the monitoring schedule is displayed on rest room doors and shall be responsible for the management and sign off of the schedule during hourly rounds.

2.5.9 The Supervisor shall keep accurate records of attendance of staff and work schedules. These records must be made available to Transnet Property Management when required.

2.5.10 The Supervisor shall perform daily walk-about and evaluation of all cleaning operations for areas under their supervision.

2.5.11 The onsite Supervisor must be able to conduct a work orientation of the service personnel are to provide in areas of the buildings.

2.5.12 The Supervisor must be able to train personnel. This would include on the job training and facilitation of personnel to ensure they understand the layout of their run, the time allotted for each task, equipment and chemicals utilised and their proper and safe use.

2.5.13 The Supervisor must ensure balanced and even distribution of equipment and consumables between personnel.

2.5.14 The onsite Supervisor must have sufficient soft skills to engage personnel, building manager/s and Transnet employees who may have need of his/her time and attention.

2.5.15 People skills, basic math, training ability and scheduling are few of the skill sets required of competent Supervisor assigned to this contract.

2.5.16 A well-motivated supervisor shall go a long way in providing good service to Transnet and its employees.

2.6 **Site Manager/Customer Service Manager**

2.6.1 The Service provider shall appoint a Site Manager/Customer Service Manager to the contract.

2.6.2 The Manager shall have the experience and competence to address contractual and service problems, provide guidance to supervisors and personnel alike, remedy situations that arise and present feedback to Transnet Property Manager as required.

2.6.3 Transnet representative shall direct all communication to Manager of their delegated person regarding any service and contract related matters and the onus shall rest with the Manager to communicate further to Supervisors and cleaning staff and/or remedy the situation as the situation may require.

3. Training

3.1 Training shall be given to the staff and be exposed to mentoring and coaching.

3.2 Staff shall be afforded the opportunity to be upskilled and developed during the course of the contract.

3.3 The bidder shall provide a comprehensive training plan on formal and on the job training various skills and modules.

3.4 The selected bidder is expected to conduct refresher training for personnel, assess skill gaps and developmental needs and provide the needed training to personnel.

4. Site File

4.1 The appointed service provider is required to provide a Transnet specific Site File which will include all statutory and management information and documents such as:

4.1.1.1 OHS Policy and Procedures;

4.1.1.2 Safe works Procedures;

4.1.1.3 Risk Assessments Procedures;

4.1.1.4 Department of Labour documents e.g. COIDA, UIF and etc.

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

4.3 The service provider will conduct a site assessment and to update, if required, any of its standard procedures as listed above, to suit any Transnet specific site requirements.

5. Orientation sessions

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

5.2 Newly appointed staff will be orientated if there is staff turnover during the contract period. However, the selected bidder is encouraged to retain their staff for total duration of the contract and a plan on how this will be achieved should be submitted.

6. Meetings

6.1 Monthly meetings shall be held between Property Management, Contract manager/Site manager to discuss the contract and service. Minutes of these must be kept in the Site file and be made available to Property Management on request.

6.2 Emergency meetings may be held in urgent and emergency situations.

6.3 The Service provider shall hold monthly meetings with personnel to discuss among other things hygiene and cleanliness, Occupational Health and Safety, skills and development, training etc.

7. General service requirements

7.1 The Contractor shall provide and promote good customer service

7.2 Display openness and transparency

7.3 Utilise protective clothing in all cleaning functions as appropriate

7.4 Ensure timeous cleaning of venues before and after events

7.5 Display signage all times in areas where cleaning personnel are working.

7.6 Cleaning during emergencies:

7.6.1.1 In the event of an emergency, cleaning service must only be conducted as soon as it is deemed safe to do so.

7.6.1.2 In the event of flooding, emergency cleaning must be undertaken within 24 hours or as soon as deemed safe.

7.7 Contractor's staff are prohibited from taking in their possession any objects property of Transnet irrespective of size or value.

8. Equipment

8.1 The service Provider shall supply all equipment and tools required to render the daily cleaning service.

8.2 Maintenance of equipment shall be responsibility of the Service Provider and all costs associated with maintenance of equipment shall be borne by him.

8.3 The Service Provider shall ensure that defective equipment is either be replaced or repaired as the case may require, within 24 hours from the time that such defective equipment is reported by personnel or Transnet Freight Rail Property Management.

8.4 **Equipment list**

Low noise industrial vacuum cleaners	
Mops/mop caddy	
Floor machines and burnishers	
Mop bucket and wringer	
Pressure washer	
Mops and pads	microfiber
Wet/dry mop	
Janitorial trolleys	
Cleaning caddy	
Buckets	Single and double bucket
Ladders	Long & short
Industrial cleaner	
High pressure cleaner	
Industrials scrubbing machine with buffing accessories	
Colour coded cleaning cloths	Microfiber (3 per cleaner)
Brooms	Hard and soft brooms
Extension cord	
Caution/hazard sign	
Toilet brushes	
General purpose/ Heavy duty elbow-length gloves	
Spray bottle	
Dustpan and brush sets	

Feather duster	short and long
Plastic putty knife/soft scrub (to scrape soap scum)	
Scrubby sponge/ sponges	
Dish scrubber	
plunger	
Knee pads	
Flood pumper	
Squeegee	
Janitor's cart with heavy duty bag	

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

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

8.7 No dirty or foul smelling equipment shall be used.

9. Cleaning consumables

9.1 The contractor shall provide chemicals and materials which are not harmful to either persons or the environment.

9.2 Transnet has preferred products based of historic use. However their proposed use will not advantage the tenderer in any way.

9.3 Alternative products may be considered provided they are proven safe and desirable.

9.4 Such alternative products may be subject to Transnet prior approval, and samples may be required from shortlisted bidders when appropriate during the tender process.

9.5 **List of consumables**

Ammoniated cleaner
Ammonia stripper/ non ammoniated stripper
Liquid polish stripper
Heavy duty refuse bags
All Purpose cleaner (For removal of lime and urine deposits on toilet bowls. Thick. Highly foaming. Extremely acidic)
Toilet scrubber
Antiwax
General degreaser

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Probiotic Cleaner
Floor emulsion polish and wax
Shoe covers
Disposable gloves
Deep cleaning liquid
Wood polish
Window cleaner
Dishwasher
Furniture Polish
Colour coding cloth
Mutton cloth
General disinfectant
Heavy duty soap
Neutral soap
Carpet cleaner/ shampoo
Paper towels and cleaning rags
Waste bags (to fit rubbish bins)
Air freshener
Antibacterial soap
Dish soap
Bleach
Anti-dust spray
Insecticides
Two ply toilet paper

10. Scope of service and schedule

10.1 The Service provider shall render good quality service wherein proper equipment, biodegradable chemicals and material are used, well trained personnel and experienced supervisors provide the cleaning service and general expertise is applied in ensure a satisfactory service.

10.2 Cleaning personnel shall have access to areas in the building as inducted by the Property manager. Personnel should be allowed to carry out their duties in these areas, unless a department requests differently.

10.3 The confidentiality and sensitivity of some work areas must be considered; therefore reasonable arrangement must be made with Property management for access to these areas.

10.4 It shall be the responsibility of related employees to ensure adherence to good governance and have all confidential documentation kept under lock and key.

11. Cleaning of floor types

11.1 Polished concrete floors

11.1.1 Sweep clean of soil and dust – mop floor with wet mop in detergent solution – remove all excess water from surface with wringed mop.

11.1.2 An approved floor wax may be applied where a highly polished finish is desirable.

11.2 Tiles

11.2.1 Sweep clean of all dust – scrub with approved liquid detergent solution – wash down thoroughly with clean water – remove all excessive water from surface with clean cloth.

11.2.2 An approved water emulsion polish may be applied to tile walls where a highly polished finish is desirable.

N.B. – Unsafe cleaning detergents that will eat away the concrete grouting surrounding the tiles must be avoided.

11.3 Terrazzo

11.3.1 Sweep clean of all dust – scrub with approved liquid detergent solution – wash down thoroughly with clean water – remove all excess water from surface with clean cloth.

11.3.2 An approved water emulsion polish may be applied to mosaic tile walls and dados where a highly polished finish is desirable.

N.B. – Avoid unsafe cleaning detergents, acids or other corrosive liquids that may eat the concrete matrix away from the marble chips.

11.4 White or Coloured Rubbed Granite

11.4.1 Sweep clean of all dust – scrub with approved liquid detergent solution – wash down thoroughly with clean water and remove all excess water with clean cloth.

N.B. – Avoid the use of metal brushes or wire wool.

11.5 **Marble**

11.5.1 Sweep clean of all dust – scrub with warm water and a non-caustic detergent. Wash down with clean water and remove all excessive water with clean cloth.

11.5.2 The surface may be polished where a brilliant finish is desirable. As required, a non-slippery liquid wax may be applied onto marble finishes.

N.B. – Avoid the use of acid which is harmful to marble.

11.6 **Thermo-Plastic (asphalt or Vinyl) Tiles**

11.6.1 Sweep clean of all dust – wash with a weak solution of approved liquid detergent, wash down thoroughly with clean water and dry with clean cloth.

11.6.2 Apply a thin film of water emulsion Polymer type polish which is self-polishing and dries with a bright surface in about 20 minutes.

11.6.3 After repeated applications of polish, a "build-up" old polish may occur – this may be removed by the use of an approved concentrated detergent cleanser of the appropriate type of stripping agent.

11.7 **Quarry Tiles**

11.7.1 Sweep cleans of all dust – scrub with an approved liquid detergent solution - wash down thoroughly with clean water and dry thoroughly with clean cloth.

11.7.2 If a dust free surface is required a coat of spirit solvent wax can be applied.

11.7.3 Allow drying out and when thoroughly dried buffs to a brilliant finish preferably with a suitable polishing machine.

N.B. Do not use pigmented polishes without prior consent from the Manager.

11.8 **Teak Block Floors**

11.8.1 Sweep clean of all dust – apply a film of spirit solvent wax (do not use water emulsion wax unless the floor has been thoroughly sealed), or, where the traffic density is high, natural paste wax.

11.8.2 Allow the liquid polish time to harden. Buff daily with a suitable polishing machine.

11.9 **Glazed Tiles**

11.9.1 Brush clean of all dust – scrub with an approved liquid detergent solution – wash down thoroughly with clean water and dry thoroughly with clean cloth.

N.B. – Each operator should clean, rinse and dry an area of about 1m2 at one time. This allows time to rinse before the cleaning solution has had time to dry and cause streaks.

11.10 **Linoleum**

11.10.1 As for Thermo-plastic Tiles. High quality paste wax and spirit solvent wax can be used if traffic conditions are heavy. They should be applied generously, allowed to dry thoroughly and then buffed to a brilliant finish using a suitable polishing machine.

11.11 **Rubber Flooring**

11.11.1 Before waxing it is essential that the surface should be perfectly clean.

11.11.2 Avoid excessive use of water as this might creep between the joints of the flooring and affect the adhesion of the rubber to the sub-floor.

11.11.3 The best method of cleaning of the rubber floor is by means of a paste cleanser applied with a damp cloth.

11.11.4 Thorough rinsing is essential, again a minimum amount of water should be used and the floor dried thoroughly with a clean cloth.

11.11.5 Good quality bar or liquid soap can also be used but soft soaps with high alkalinity, liquids containing essential oils (e.g. turpentine and pine oil) and coarse abrasives should be avoided.

11.11.6 When clean, the floor should be treated with an approved water emulsion Polymer type polish, which should be allowed to dry thoroughly before traffic is allowed to pass over it.

N.B. – Solvent based waxes should not be used on rubber floors. White spirit and other solvents such as petrol, benzine and paraffin attack rubber flooring causing it to become soft and sticky and "bleeding" of colours may occur.

11.12 **Cork Flooring**

11.12.1 The floor should first be cleaned with a good quality neutral soap or detergent.

11.12.2 A minimum amount of water should be used as excess water may seep between the tiles and loosen them from the floor.

11.12.3 The floor should then be rinsed with clean water and thoroughly dried. Then dry steel wool (or gauze) may be used to remove stains and clean badly soiled areas.

11.12.4 When dry, the floor should be sealed with either a polyurethane or oleo resinous seal. Such sealing is a specialized process and should not be attempted other than under experienced supervision.

11.12.5 If the floor is not sealed, it then requires to treat the surface with several coats of high-grade polish or to fill up the pores. Over this base any polish including emulsions can be used. However, whatever polish is applied, it is to be stripped at regular intervals and followed by frequent maintenance detailed below.

11.12.6 For subsequent maintenance, an occasional application of floor wax, either solvent bound or an emulsion polish will considerably extend the life of the seal and provide a better resistance to scuff marks.

11.13 **Painted Surface (Oil)**

11.13.1 Flat finish

11.13.1.1 Remove all surface dust with a soft brush, wipe down with damp cloth containing weak approved detergent solution. Wipe down with a clean damp cloth.

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

11.14 **High gloss finishes**

11.14.1 As above, but do not use any form of abrasive to remove stains.

11.14.2 The use of washing soda or any other highly alkaline material should also be avoided.

11.14.3 For a superior finish a high quality paste wax can be applied and buffed to the required finishes.

11.15 **Stainless Steel**

11.15.1 To maintain the original bright and clean appearance, accumulation of deposit from the atmosphere must be prevented.

11.15.2 Frequent careful washing with soap and water or an approved detergent solution will maintain appearance indefinitely.

11.15.3 Avoid the use of abrasives and steel wool. Accumulated dirt may be removed by the use of nylon web pad.

11.16 **Bronze Finishes**

11.16.1 Bright bronze must be kept free form dust during the process of toning down, so that the atmosphere may act on it evenly until the required colour is obtained. This action must then be checked and the surface preserved by building up on it (by frequent applications of wax polish) a coating of hard wax, impervious to moisture and easily polished.

11.16.2 Chemically toned bronze requires the action of the atmosphere for a short time after fixing to "see" it to its permanent shade, during which it should be kept free form dust by occasionally cleaning with a little petrol. After which the surface should be protected in the same way as natural toned bronze.

N.B. – The usual kinds of metal polish, and oil such as paraffin, should on no account be used. An approved natural wax may be used. Apply with a cloth pad and allow to dry. When thoroughly dry buff to a brilliant finish.

11.17 **Aluminium**

11.17.1 Thoroughly wash down with water containing non-alkaline soap or detergent and dry thoroughly with clean cloth. Accumulated dirt may be removed by the use of nylon pad. Occasional application of a wax polish may preserve an attractive appearance. N.B. – Avoid the use of abrasive and steel wool.

11.18 **Chrome Finishes**

11.18.1 Chrome finishes rarely require anything more than a rub down with a soft cloth, but to prevent pitting such finishes may be cleaned once a month with chrome cleaners.

12 Windows and Blinds

12.1 Blinds in offices to be deep cleaned twice a year;

12.2 High windows to be cleaned four times a year;

12.3 Window sills must be wiped clean of all dust daily;

12.4 Window handles must be cleaned and polished with metallic polish once monthly;

12.5 All ground and eye level windows (inside and outside) must be cleaned once monthly.

13 Doors

13.1 All revolving / entrance glass doors must be cleaned daily;

13.2 Office doors must be wiped clean of dust and dirt weekly;

13.3 Door handles to be dusted and cleaned weekly.

14 Walls and surfaces

14.1 Walls and surfaces must be wiped clean of all marks and dirt with a clean damp cloth, daily;

14.2 High dusting of walls and corners to be done weekly;

14.3 Low walls must be wiped off weekly;

14.4 Washing of walls monthly using SABS approved cleaning detergents;

14.5 Damp cleaning of doors, door frames and cupboard doors weekly.

15 Restrooms and ablution facilities

15.1 Restrooms and ablution facility floors must be cleaned daily;

15.2 Walls and wall tiles cleaning of weekly

15.3 Daily cleaning and disinfection of all toilets, urinals, basins and drains;

15.4 Cleaning of restroom door handles, taps, and equipment must be done weekly;

15.5 Mirrors must be cleaned weekly to a clear and shiny finish.

16 Equipment and appliances

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

17 Workstations

17.1 Tables must be wiped clean twice weekly with clean damp cloth;

17.2 Office machinery and utilities (telephones, photocopier machine, desktop, laptop etc.) must be dusted and wiped clean twice weekly.

18 Upholstery (suites, chairs, couches etc.)

18.1 Deep cleaning of upholstered furniture quarterly.

19 Cleaning scope and schedule

19.1 Water/detergent solutions must be changed frequently and cleaning must be done with clean water Solution.

19.2 Soil must be removed from the equipment by scraping the surfaces or soft rubbing depending on surface type, and swept off prior to application of water solution.

20 Schedule and frequency

Area	Cleaning function	Frequency
Offices, workstations, boardrooms and entertainment areas		
Office equipment, Photocopier Machines, Printers , Phones, handsets, computers/Laptops	Dust all equipment with microfiber cloth Wipe clean with clean damp cloth	Twice weekly Twice weekly
Desk, tables, chairs	Dust clean with microfiber cloth Wipe clean with clean damp cloth Polish with furniture/wood polish	Twice weekly Twice weekly Twice weekly
Waste bins	Empty bins in morning and afternoon Wipe bins clean Disinfect with liquid disinfectant	Twice daily Daily Daily
Floors	<Clean according to floor type>	Daily
Kitchen		
Appliances and kitchen equipment	Wash with liquid soap solution and wipe clean Wipe clean	Twice weekly Daily
Kitchen sink	Wash with liquid soap solution and wipe clean Disinfect with liquid disinfectant	Daily Daily
Floors	<Clean according to floor type>	Daily
Light fitting and switches	Wipe clean with damp cloth	Twice weekly
Furniture	Wipe clean with damp cloth Polish	Twice weekly Twice weekly

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Cupboards and counters The cleaning of will take place at specific intervals during the day	Wipe clean with damp cloth Polish with furniture/wood polish	Twice weekly Weekly
Tea cups and utensils	Wash with warm water and liquid dishwasher Rinse and dry	Twice daily
Rest rooms and ablution facilities		
Ablutions must be cleaned fully once a day (in the morning) and spot cleaned in the afternoon. In a reception area or in high traffic areas ablutions must be fully cleaned twice daily.		
Toilet bowls	Wash the inside with soapy solution and toilet brush Wipe clean with clean damp cloth Sanitize	Twice daily
Urinals	Wash the inside with soapy solution and brush Wipe clean with clean damp cloth Sanitize	Twice daily
Hand basins	Wash with soapy solution and cloth Wipe clean with clean damp cloth Sanitize	Twice daily
Taps	Wash with soapy solution and cloth Wipe clean with clean damp cloth Sanitize	
Mirrors	Wipe clean with damp cloth and window cleaner dry with dry cloth Shine with cloth and window cleaner	Daily
Floors	<Clean according to floor type>	Daily
Walls and wall tiles	Wipe with damp cloth	Daily

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	Disinfect Spot clean	 When required
Doors, door frames and handles	Spot clean Wipe with damp cloth and polish	When required Weekly
Vanity tops	Clean with cloth and soapy solution Sanitise	Daily
Toilet equipment (paper dispensers, SHE Bins, waste bins, etc.)	Clean and wipe with damp cloth and disinfectant solution Disinfect	Weekly Weekly
Common rooms and areas (reception areas, entrance hall)		
Furniture	Dust Polish with furniture/wood polish Steam clean	Daily Weekly Quarterly
Upholstery	Dust Steam cleaning	Daily Quarterly
Stairwells and landings		
Handrails and fittings	Wipe clean with damp cloth sanitize	Weekly
Floors	Sweep clean of soil and dust Mop according to floor type	Twice weekly
Walkways and corridors		
Skirting tiles and boards	Wipe with semi dry cloth	Weekly
Corridors and walkways		
Floor area and skirting	Sweep and dust Damp mop and buff	Daily Weekly
Walls	Spot clean	Daily
Lifts		
Floors	Remove refuse and litter Damp clean	Daily Weekly

Doors	Wipe clean with disinfectant solution	Weekly
External area		
Parking area	Remove refuse and litter	Daily
Main entrance	Damp mop Polish	Weekly Weekly

Common facilities and amenities that require cleaning function:

Facility/amenity	Cleaning function	Frequency
Waste bins		
All waste bins	Empty Wipe clean Disinfect	Twice daily Daily
Blinds		
Blinds	Dust clean Damp wipe Vacuum	Weekly Weekly Twice yearly
Curtains		
Curtain	Dust and fluff dust off	Weekly
Curtain rail	Dust clean Wipe with damp cloth	Monthly
Windows		
Interior windows	Wipe clean with damp cloth and window cleaner Dry and shine Wash thoroughly	Weekly Quarterly
Exterior windows	Wash thoroughly	Quarterly
Window sills	Dust clean	Weekly

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	Wipe with damp cloth Polish	
Window burglar proofing	Dust clean Wipe with damp cloth	Weekly Weekly
Doors		
Burglar gates	Dust clean Wipe with damp cloth	Weekly Weekly
Door handles	Wipe with damp cloth Polish	Weekly Weekly
Glass doors	Wipe clean with damp cloth and window cleaner Dry and shine	Weekly
Carpets		
Fitted carpets	Vacuum/dry cleaning Spot clean Steam clean	Weekly When required Quarterly
Loose mats	Vacuum Spot clean Steam clean	Weekly When required Quarterly
High and low surfaces		
Necessary safety precautions must be exercised when cleaning high lying areas		
High ledges/shelves	Dust clean Clean with semi dry cloth where required	Once monthly
Low ledges, skirting boards	Dust clean Clean with semi dry cloth where required	Weekly Weekly
Walls		

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All walls	Wash Spot clean Clean with damp cloth	Quarterly When required Weekly
Pot plant holder		
Pot plant holders	Spot clean	Weekly

21 Carpet shampooing/Dry cleansing to be done quarterly

21.1 **Rotary brush method** – Dry vacuum the area first, then shampoo carpeting carefully with a good quality appropriately diluted liquid shampoo & to comply with the manufacturer's instructions for operating the rotary machine. Use wet vacuum immediately to remove excessive water and slurry. After shampooing brush the carpet pile in the direction with a carpet pile brush and warn users not to walk on the carpet until it is completely dry. As a final operation, dry vacuum on the following day to remove any loose fluff and lint loosened by the refinishing process.

21.2 **Dry foam method** – Use a pile-lifting machine to run over the area first. A fully automatic dry-foam machine which converts the liquid shampoo & into a foaming fluffy solution will be operated (i) lay the fluffy solution, (ii) scrub with brushes in one pass and in one direction and immediately suck up the slurry.

21.3 **Steam extraction method** – Use a fully automatic steam machine to jet heated solution of appropriately mixed water and shampoo into the carpet under pressure in one pass and in one direction and remove all loosened dirt instantly by simultaneous vacuum action.

N.B. – Before cleaning carpets with any of the above methods, it is essential to clear the room of all light furniture and scrub a small area to check for colourfastness and backing wetness. Only skilled operators are allowed to carry out such carpet shampooing and great care must be taken to prevent shrinkage and over-wetting. A second pass may be necessary in heavily soiled areas.

21.4 **Strip and seal**

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

22 Insurance

22.1 The service provider will be required to have insurance to protect himself and Transnet against liability claims. Proof of such insurance must be submitted within 7 days of having been appointed.

22.2 Insurance of workmen in terms of provisions of the Compensation for Occupational Injuries and Disease Act No.130 of 1993.

23. List of assets

23.1 Krugersdorp: Operations

ASSET	DESCRIPTION	SIZE
02AL277J	Goods Office	±234m²
02AL270J	Cabin Shunters	±17m²
02AL280J	Control Point	±46m²
02AL269J	Mess & Ablution	±16m²
02AL275J	Mess & Ablution	±268m²
11GG062J	Security Hut	±9m²

23.2 Krugersdorp: Resource Management

ASSET	DESCRIPTION	SIZE
02AL274J	Office	±16m²

23.3 Krugersdorp: Infrastructure Telecoms

ASSET	DESCRIPTION	SIZE
02YL196J	Telecoms building	±178m²
05ZL058J	Lapa	±19m²
11AL088J	Store	±5m²
No number	Security Hut	±4m²

23.4 Krugersdorp: Risk Management

ASSET	DESCRIPTION	SIZE
02AL272J	Office	±23m²
02AL276J	Office	±43m²
03LL142J	Carport	±51m²

23.5 Krugersdorp: Order Entry

ASSET	DESCRIPTION	SIZE
02AL170J	Office	±135m²

23.6 Luipaardsvlei/Factoria: Infra Telecoms

ASSET	DESCRIPTION	SIZE
02BG189J	Offices	±2808m²

23.7 Langlaagte: Security

ASSET	DESCRIPTION	SIZE
02AL025J	Mess & Ablution	±62m²
11GG057J	Security Hut	±9m²

23.8 Langlaagte: Infra (Signal)

ASSET	DESCRIPTION	SIZE
02AL078J	Gas Shelter	±21m²
02AL080J	Store	±374m²
02BL087J	Garage / Store	±182m²
02BL088J	Office Workshop	±124.8m²
02BL089J	Workshop	±415m²
02BL090J	Workshop	±376m²
02YL091J	Workshop	±14m²
02YL092J	Ambulance Room	±31m²
02ZL093J	Workshop	±164m²
03FL060J	Workshop / Store	±42m²
03FL061J	Store	±35m²
03JL059J	Workshop	±16m²
03RL282J	Carports	±69m²
11LG099J	Security Hut	±5m²

23.9 Langlaagte: Infrastructure Telecoms

ASSET	DESCRIPTION	SIZE
02AL050J	Office	±444m²
02AL052J	Mess & Ablution	±172m²
02AL053J	Tool Shed	±105m²
02AL111J	Store	±41m²
03NG040J	Carports	±25m²
03HL020J	Store	±86m²

23.10 Langlaagte: Supply Chain Services

ASSET	DESCRIPTION	SIZE
02BL044J	Clothing Store	±2893m²
03MG120J	Carports	±194m²

23.11 Langlaagte - 45 Main Reef: Fire

ASSET	DESCRIPTION	SIZE
03BB008J	Workshop & Office	±1440m²
02AB547J	Mess & Ablution	±214m²
03NB031J	Carport + Guard room	±12m²

23.12 Langlaagte - 45 Main Reef: Infra Electrical

ASSET	DESCRIPTION	SIZE
03BB009J	Store	±589m²

23.13 Roodepoort: Operations

ASSET	DESCRIPTION	SIZE
02AL186J	Office / Shunter's cabin	±16m²
02AL187J	Mess & Ablution	±115m²
03LG216J	Carport	±79m²
	Security Hut	±9m²

23.14 Roodepoort: Infrastructure

ASSET	DESCRIPTION	SIZE
02AL203J	Toilet	±74m²
02AL206J	Office	±108m²
02AL729J	Locker Room	±27m²
02ML520J	Sleep Quarters	±33.90m²
02ML522J	Mess & Ablution	±24m²
02ZL165J	Fuel Store	±1m²
03FL260J	Store	±33m²
03FL258J	Store	±32m²
03RL277J	Carports	±174m²

12 LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

13 SECURITY CLEARANCE

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

14 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Transnet is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a Respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at https://secure.csd.gov.za/. Details on CSD registration to be provided in Section 7 (Tax Compliance Status).

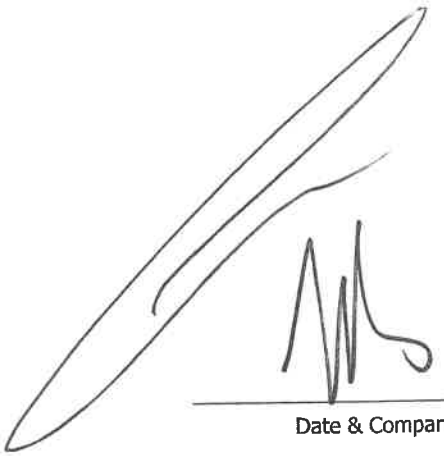
15 PROTECTION OF PERSONAL DATA

In responding to this bid, Transnet acknowledges that it may obtain and have access to personal data of the Respondents. Transnet agrees that it shall only process the information disclosed by Respondents in their

response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, Transnet requires Respondents to process any personal information disclosed by Transnet in the bidding process in the same manner. The detailed mutual duties of Transnet and the Respondents to protect personal information is contained in paragraph 37 of the General Bid Conditions.

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

TIP-OFFS ANONYMOUS: 0800 003 056



Respondent's Signature

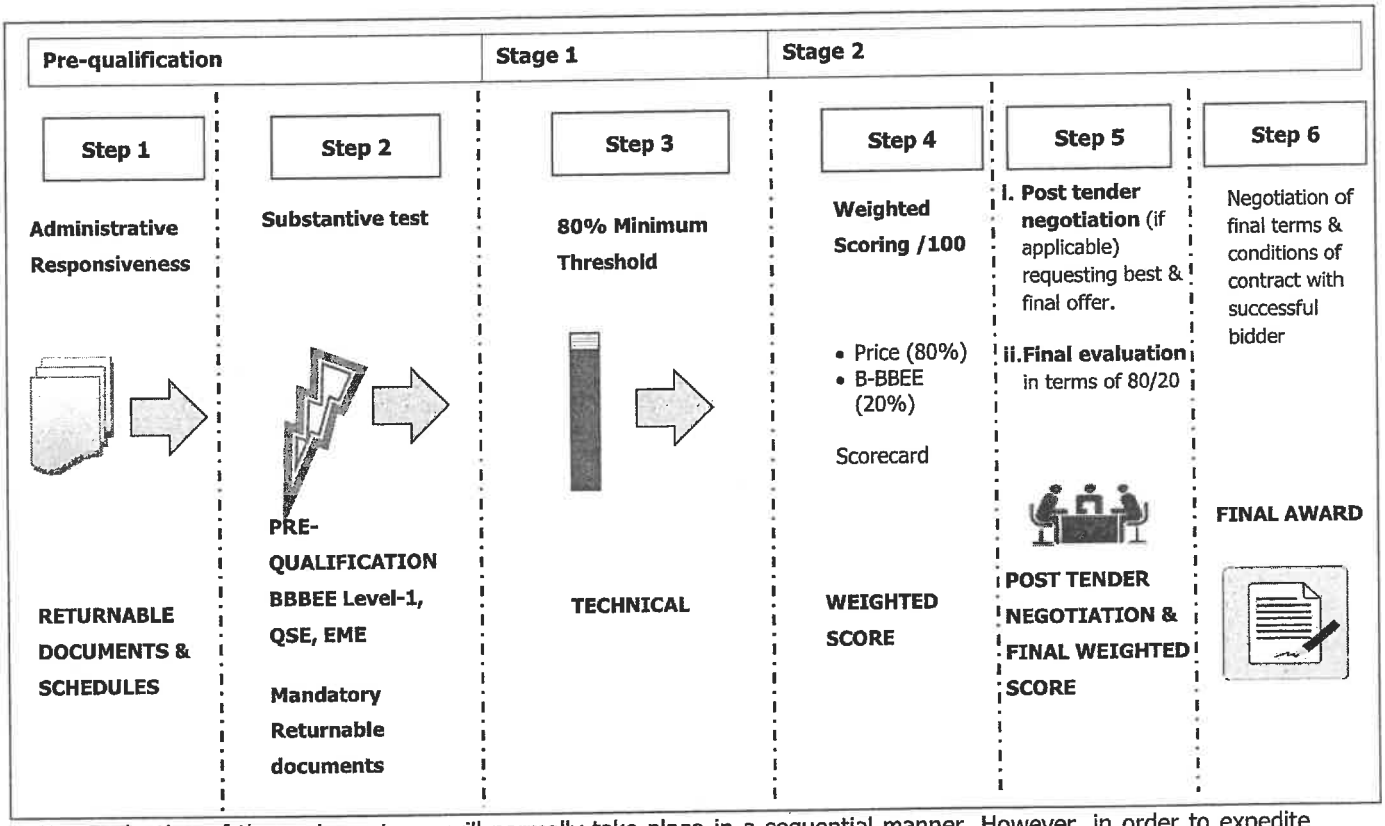
Date & Company Stamp

SECTION 2: EVALUATION CRITERA AND RETURNABLE DOCUMENTS

RFQ FOR THE PROVISION OF OFFICE CLEANING SERVICES AT LANGLAAGTE, LUIPAARDSVLEI, ROODEPOORT & KRUGERSDORP DEPOTS FOR A PERIOD OF TWENTY TWO MONTHS.
CLOSING VENUE: THE CHAIRPERSON, TRANSNET FREIGHT RAIL ACQUISITION COUNCIL, INYANDA HOUSE 1, 21 WELLINGTON RD, PARKTOWN, JOHANNESBURG, 2001.
CLOSING DATE & TIME: TUESDAY 10 MARCH 2020 AT 10:00am
VALIDITY PERIOD: 30 OCTOBER 2020.

1 EVALUATION METHODOLOGY

Transnet will utilise the following methodology and criteria in selecting a preferred Supplier/s, if so required:



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

Respondent's Signature

Date & Company Stamp

2 EVALUATION CRITERIA

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

Criterion/Criteria	Explanation
Administrative responsiveness	• Completeness of response and returnable documents • Valid Letter of Good Standing from Department of Labour • Proof of Registration with National Treasury Central Supplier Database • Valid Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system
Substantive responsiveness	• Valid B-BBEE Certificate/ Sworn Affidavit Level 1, QSE, EME • Annexure A: 100% Compliance to Specifications Clause By Clause Declaration. • Annexure B: Compliance with Salary Schedule Indicating Labour Regulated Monthly Salary Per cleaner. • Annexure C: 100% Completion of SHE Management Questionnaire • SECTION 3: Pricing Schedule Submitted in a separate envelope & all items on Pricing Schedule Priced 100%. • SECTION 8 : Certificate of attendance of compulsory Site RFQ Briefing
Functionality Threshold	As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as a threshold with a prescribed percentage threshold of **80%.** • Experience in similar projects (Office Cleaning) **50%** • Service Implementation plan for office cleaning Service **50%** **Transnet reserves the right to lower the Technical threshold from 80% to 60%, should no bidders qualify**
Final weighted evaluation based on 80/20 preference point	• Pricing and price basis [firm] • 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 Section 6: B-BBEE Claim Form.

3 VALIDITY PERIOD

Transnet requires a validity period of 180 [Hundred and Eighty] Business Days from the closing date of this RFQ 30 October 2020.

Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

With regard to the validity period of short-listed bidders, please refer to Section 1, paragraph 9.

4 DISCLOSURE OF PRICES QUOTED

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

5 RETURNABLE DOCUMENTS

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

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

a) Please note that the bid is to be submitted to Transnet Freight Rail on/ before the closing date by the following means;

I. An original hard copy,

II. A CD copy of the RFQ Proposal must be submitted containing;

i. A duplicate of the entire bid submission (including all Annexures) as a single PDF file and,

ii. All relevant Annexure in their respective required formats.

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

Failure to provide all these Mandatory 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.

Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the tables below:

Mandatory Returnable Documents	Submitted [Yes or No]	File Reference
Valid B-BBEE Certificate/ Sworn Affidavit Level 1, QSE, EME		
Annexure A: 100% Compliance to Specifications Clause By Clause Declaration.		
Annexure B: Compliance with Salary Schedule Indicating Labour Regulated Monthly Salary Per Cleaner.		
Annexure C: 100% Completion of SHE Management Questionnaire		
SECTION 3: Pricing Schedule Submitted in a separate envelope & All items on Pricing Schedule Priced 100%.		
SECTION 8 : Certificate of attendance of compulsory Site RFQ Briefing		

c) **Essential Returnable Documents**

In addition to the requirements of section (a) above, Bidders are further required to submit with their Proposals the following **Essential Returnable Documents** as detailed below.

- ***If Essential Returnable Documents are used for purposes of scoring a bid, failure to submit these documents by the closing date and time of this bid will not automatically result in a Bidder's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.***
- ***If Essential Returnable Documents are not related to evaluation criteria, failure to provide these documents may result in a respondent's disqualification.***
- ***Bidders are therefore urged to ensure that all these documents are returned with their Proposals.***

ESSENTIAL RETURNABLE DOCUMENTS	SUBMITTED [Yes or No]	FILE REFERENCE
Proof of CSD registration		
Reference letters indicating bidder's experience		
Service implementation plan		
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		
Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate/PIN for each party]		
SECTION 4: Certificate of Acquaintance with RFQ Documents		
SECTION 5: RFQ Declaration and Breach of Law Form		
SECTION 6: B-BBEE Preference Claim Form		
SECTION 7: SBD1 (TAX COMPLIANCE STATUS)		

Technical Scoring Matrix

1. Bidder Experience in Similar Project

Transnet reserves the right to lower the threshold from 80% to 60% should no bidder qualify.

Practical Scoring: 50%

Experience	Description	Indicator for scoring	Percentage Score
Bidders should provide letters attesting similar work done previously (Office Cleaning). submission can be in the bidder's or previous client's letter head with the following details: (organisation where work was done, project description, contract start & end date, contact name and numbers) NB: The bidder's experience score will be based on the overall accumulative experience on the submitted reference letters or contracts.	No Submission made	0.	**0%**
	The tenderer has >0 - ≤ 3 months Office Cleaning experience.	1.	**10%**
	The tenderer has >3 – ≤6 months Office Cleaning experience.	2.	**20%**
	The tenderer has >6 – ≤ 12 months Office Cleaning experience.	3.	**30%**
	The tenderer has >12 – ≤18 months Office Cleaning experience.	4.	**40%**
	The tenderer has >18 months Office Cleaning experience.	5.	**50%**

2. Service Implementation Plan

Practical Scoring: 50%

The service provider must demonstrate if they have the necessary capacity to provide the required service. Service Implementation Plan should include:

1. Allocation of Customer Service Manager/Site Manager
2. Management of absenteeism, misconduct, insubordination and disciplinary process
3. Communication and escalation process
4. Measurement of service quality and customer satisfaction
5. Response to emergencies

Service implementation plan	Description	Indicator for scoring	Percentage Score
Provide documented Office Cleaning Service Implementation plan that fully addresses listed requirements: 1. allocation of Customer Service Manager/Site Manager 2. communication and escalation process 3. Management of absenteeism, misconduct, insubordination and disciplinary process. 4. Measurement of service quality and customer satisfaction 5. Response to emergencies	No Service Implementation Plan Provided	0.	**0%**
	Service Implementation Plan provided with one (1) requirement fully addressed with the listed areas	1.	**10%**
	Service Implementation Plan provided with (2) requirement fully addressed with the listed areas	2.	**20%**
	Service Implementation Plan provided with three (3) requirement fully addressed with the listed areas	3.	**30%**
	Service Implementation Plan provided with four (4) requirement fully addressed with the listed areas	4.	**40%**
	Service Implementation Plan provided with five (5) requirement fully addressed with the listed areas	5.	**50%**
Total Weighting:			**100%**
Minimum qualifying score required:			**80%**

6 CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

Respondent's Signature

Date & Company Stamp

SECTION 3: QUOTATION FORM AND CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENT

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 RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us. I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

Respondent's Signature

Date & Company Stamp

Price Schedule

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

No	Station	Asset no.	Description	A.1 Price for asset per month	A.2 (A.1 X 12) Price per asset for year 1	A.3 Price per asset for year 2 (Including Escalation)	(A.2 + A.3) = A.4 Price For 22 months
1	Krugersdorp Operations	02AL277J	Goods Office				
2	Krugersdorp Operations	02AL270J	Cabin Shunters				
3	Krugersdorp Operations	02AL280J	Control Point				
4	Krugersdorp Operations	02AL269J	Mess & Ablution				
5	Krugersdorp Operations	02AL275J	Mess & Ablution				
6	Krugersdorp Operations	11GG062J	Security Hut				
7	Krugersdorp: Resource management	02AL274J	Office				
8	Krugersdorp: Infrastructure Telecoms	02YL196J	Telecoms building				
9	Krugersdorp: Infrastructure Telecoms	05ZL058J	Lapa				
10	Krugersdorp: Infrastructure Telecoms	11AL088J	Store				

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	Station	Asset no.	Description	A.1 Price for asset per month	A.2 (A.1 X 12) Price per asset for year 1	A.3 Price per asset for year 2 (Including Escalation)	(A.2 + A.3) = A.4 Price For 22 months
11	Krugersdorp: Infrastructure Telecoms	No number	Security Hut				
12	Krugersdorp: Risk Management	02AL272J	Office				
13	Krugersdorp: Risk Management	02AL276J	Office				
14	Krugersdorp: Risk Management	03LL142J	Carport				
15	Krugersdorp: Order Entry	02AL170J	Office				
16	Luipaardsvlei/Factoria: Infra Telecoms	02BG189J	Offices				
17	Langlaagte: Security	02AL025J	Mess & Ablution				
18	Langlaagte: Security	11GG057J	Security Hut				
19	Langlaagte: Infra Signal	02AL078J	Gas Shelter				
20	Langlaagte: Infra Signal	02AL080J	Store				
21	Langlaagte: Infra Signal	02BL087J	Garage / Store				
22	Langlaagte: Infra Signal	02BL088J	Office Workshop				

	Station	Asset no.	Description	A.1 Price for asset per month	A.2 (A.1 X 12) Price per asset for year 1	A.3 Price per asset for year 2 (Including Escalation)	(A.2 + A.3) = A.4 Price For 22 months
23	Langlaagte: Infra Signal	02BL089J	Workshop				
24	Langlaagte: Infra Signal	02BL090J	Workshop				
25	Langlaagte: Infra Signal	02YL091J	Workshop				
26	Langlaagte: Infra Signal	02YL092J	Ambulance Room				
27	Langlaagte: Infra Signal	02ZL093J	Workshop				
28	Langlaagte: Infra Signal	03FL060J	Workshop / Store				
29	Langlaagte: Infra Signal	03FL061J	Store				
30	Langlaagte: Infra Signal	03JL059J	Workshop				
31	Langlaagte: Infra Signal	03RL282J	Carports				
32	Langlaagte: Infra Signal	11LG099J	Security Hut				
33	Langlaagte: Infrastructure Telecoms	02AL050J	Office				
34	Langlaagte: Infrastructure Telecoms	02AL052J	Mess & Ablution				

	Station	Asset no.	Description	A.1 Price for asset per month	A.2 (A.1 X 12) Price per asset for year 1	A.3 Price per asset for year 2 (Including Escalation)	(A.2 + A.3) = A.4 Price For 22 months
35	Langlaagte: Infrastructure Telecoms	02AL053J	Tool Shed				
36	Langlaagte: Infrastructure Telecoms	02AL111J	Store				
37	Langlaagte: Infrastructure Telecoms	03NG040J	Carports				
38	Langlaagte: Infrastructure Telecoms	03HL020J	Store				
39	Langlaagte: Supply Chain Services	02BL044J	Clothing Store				
40	Langlaagte: Supply Chain Services	03MG120J	Carports				
41	Langlaagte - 45 Main Reef: Fire	03BB008J	Workshop & Office				
42	Langlaagte - 45 Main Reef: Fire	02AB547J	Mess & Ablution				
43	Langlaagte - 45 Main Reef: Fire	03NB031J	Carport + Guard room				
44	Langlaagte - 45 Main Reef: Infra Electrical	03BB009J	Store				

	Station	Asset no.	Description	A.1 Price for asset per month	A.2 (A.1 X 12) Price per asset for year 1	A.3 Price per asset for year 2 (Including Escalation)	(A.2 + A.3) = A.4 Price For 22 months
45	Roodepoort: Operations	02AL186J	Office / Shunter's cabin				
46	Roodepoort: Operations	02AL187J	Mess & Ablution				
47	Roodepoort: Operations	03LG216J	Carport				
48	Roodepoort: Operations	No Asset Number	Security Hut				
49	Roodepoort: Infrastructure	02AL203J	Toilet				
50	Roodepoort: Infrastructure	02AL206J	Office				
51	Roodepoort: Infrastructure	02AL729J	Locker Room				
52	Roodepoort: Infrastructure	02ML520J	Sleep Quarters				
53	Roodepoort: Infrastructure	02ML522J	Mess & Ablution				
54	Roodepoort: Infrastructure	02ZL165J	Fuel Store				
55	Roodepoort: Infrastructure	03FL260J	Store				
56	Roodepoort: Infrastructure	03FL258J	Store				

	Station	Asset no.	Description	A.1 Price for asset per month	A.2 (A.1 X 12) Price per asset for year 1	A.3 Price per asset for year 2 (Including Escalation)	(A.2 + A.3) = A.4 Price For 22 months
57	Roodepoort: Infrastructure	03RL277J	Carports				

Total value for assets for year 1 A.2	
Total Salary value for year 1	
B.1 Total bid value for year 1 (assets and salaries)	
Total Value For assets Year 2. A.3	
Total Salary for year 2 including Escalation	
B.2 Total bid value for year 2 (assets and salaries)	
Vat @ 15% (if applicable)	
TOTAL BID VALUE FOR 22 MONTHS (B.1) Year 1 (10 months) + (B.2) Year 2 (12 months)	

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

Notes to Pricing:

a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-

(i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFQ;

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

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

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

b) All Prices must be quoted in South African Rand, inclusive of VAT

c) 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.

d) 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.

e) Price quoted must be inclusive of labour and consumables.

f) Bidders must price all items on pricing schedule, failure to do so will lead to disqualification.

Section 4: CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

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

1. Transnet's General Bid Conditions*
2. Standard RFQ Terms and Conditions for the supply of Goods or Services to Transnet
3. Transnet's Supplier Integrity Pact*
4. Non-disclosure Agreement*
5. Vendor Application Form* and all supporting documents (first time vendors only). Alternatively, for all existing vendors, please complete the table below under the heading "Existing vendors".
Respondents are to note that the documents marked with a "*" are available on request or at the Transnet website (www.transnet.net). Please click on "Business with Us", proceed to the tab "Tenders" and then click on "Standard Bid Documents".

Existing vendors: existing vendors are required to confirm whether all the information (e.g. company address, contact details, banking details, etc.) relating to the existing vendor number is still correct at the time of submission of this bid or update their information in the table below:

Transnet Operating Division [e.g. TFR, TE, etc]	Vendor Number	Information still current [tick if applicable]	Information change [indicate detail of change/s & attach appropriate proof]

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

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

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

Respondent's Signature

Date & Company Stamp

SIGNED at _____ on this _____ day of _____ 20___

WITNESSES

1.	Address
Signature	
Name	Date

2.	Address
Signature	
Name	Date

RESPONDENT'S AUTHORISED REPRESENTATIVE

Signature	Designation
Name	Date

Respondent's Signature

Date & Company Stamp

SECTION 5: RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;

2. we have received all information we deemed necessary for the completion of this Request for Quotation [**RFQ**];

3. we have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.

4. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;

5. we have complied with all Obligations of the Bidder/Supplier as indicated in paragraph 3 of the Transnet Supplier Integrity which includes but is not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;

6. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner; and

7. furthermore, we declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid.

8. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet Group.

9. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

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

ADDRESS: _____

_____
Respondent's Signature

_____
Date & Company Stamp

Indicate nature of relationship with Transnet:

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

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

BREACH OF LAW

11. We further hereby certify that *I/we* ***have/have not been*** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.
    Where found guilty of such a serious breach, please disclose:
    NATURE OF BREACH:
    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.

Respondent's Signature

Date & Company Stamp

SIGNED at _____ on this _____ day of _____ 20___ .

This person is hereto duly authorised to sign for and on behalf of the company	**As Witness**
Registration No of Company/ CC	
Registration Name of Company /CC	
Name	Name
Position	Position
Signature	Signature
Date	Date
Place	Place

SECTION 6: B-BBEE PREFERENCE POINTS CLAIM FORM

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

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

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1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is below R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contribution.

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

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

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS], or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

(a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(e) **"Black designated group"** has meaning assigned to it in codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

(f) **"Black People"** meaning assigned to in Section 1 of Broad-Based Black Economic Empowerment Act.

(g) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(h) **"CIPC"** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.

(i) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

(j) **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

(k) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

(l) **"co-operative"** means a co-operative registered in terms of section 7 of Cooperatives Act, 2005 (Act No. 14 of 2005)

(m) **"Designated Group"** means - i) Black designated groups; ii) Black People; iii) Women; iv) people with disabilities or v) Small enterprise, as defined in Section 1 of National Small Enterprise Act, (102 of 1996)

(n) **"Designated Sector"** means, sub-sector or industry or product designated in terms of regulation 8(1)(a)

(o) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(p) **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

(q) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;

(r) **"Military Veteran"** has meaning assigned to it in Section 1 of Military Veterans Act, 2011 (Act No. 18 of 2011);

(s) **"National Treasury"** has meaning assigned to it in Section 1 of Public Finance Management Act, 1999 (Act No. 1 of 1999);

(t) **"non-firm prices"** means all prices other than "firm" prices;

(u) **"person"** includes a juristic person;

(v) **"People with disabilities"** meaning assigned to it in terms of Section 1 of Employment Equity Act, 1998 (Act No. 55of 1998);

(w) **"Price"** includes all applicable taxes less all unconditional discounts.

(x) **"Proof of B-BBEE Status Level of Contributor"** i) the B-BBEE status level certificate issued by an unauthorised body or person; ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or iii) any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

(y) **"Rural Area"** i) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or ii) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have traditional land tenure system.

(z) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(aa) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

(bb) **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

(cc) **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

(dd) **"Township"** means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994

(ee) **"Treasury"** meaning assigned to it in Section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999)

(ff) **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

(gg) **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

(hh) **"Youth"** meaning assigned to it in terms of Section 1 of National youth Development Agency Act, 2008 (Act No. 54 of 2008)

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

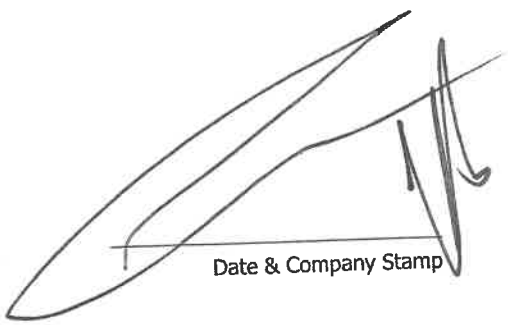
3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.



Respondent's Signature

Date & Company Stamp

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

80/20

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances Transnet would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.

5.3 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.

5.4 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by SANAS.

5.5 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

5.9 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

8.1.1 If yes, indicate:

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

YES		NO	

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

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

Respondent's Signature

Date & Company Stamp

Any EME		
Any QSE		

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

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

9.6 **COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

Respondent's Signature

Date & Company Stamp

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;

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

(f) forward the matter for criminal prosecution.

SIGNATURE(S) OF BIDDERS
Signature
Name
Date
Signed at

WITNESSES
1. Witness signature
2. Witness signature

Respondent's Signature

Date & Company Stamp

Example of an Affidavit or Solemn Declaration as to EME B-BBEE Status

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:
1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:
   - The enterprise is _____% black owned;
   - The enterprise is _____% black woman owned;
   - The enterprise is _____% black youth owned;
   - The enterprise is _____% black disabled owned;
   - Based on the management accounts and other information available for the _____ financial year, the income did not exceed R10,000,000.00 (ten million rand).

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	**Level One** (135% B-BBEE procurement recognition)	
More than 51% black owned	**Level Two** (125% B-BBEE procurement recognition)	
Less than 51% black owned	**Level Four** (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

_____
Commissioner of Oaths
Signature & stamp

_____
Respondent's Signature

_____
Date & Company Stamp

Example of an Affidavit or Solemn Declaration as to QSE B-BBEE Status

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:
1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:
   - The enterprise is _____% black owned;
   - The enterprise is _____% black woman owned;
   - The enterprise is _____% black youth owned;
   - The enterprise is _____% black disabled owned;
   - Based on the management accounts and other information available for the _____ financial year, the income did not exceed R50,000,000.00 (fifty million rand);
   - The entity is an empowering supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) of **the dti** Codes of Good Practice. **(Tick appropriate box in table below).**

(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%		(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and / or packaging		(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities			

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	**Level One** (135% B-BBEE procurement recognition)	
More than 51% black owned	**Level Two** (125% B-BBEE procurement recognition)	

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____
Date: _____

_____
Commissioner of Oaths
Signature & stamp

_____
Respondent's Signature

_____
Date & Company Stamp

SECTION 7: SBD1 (TAX COMPLIANCE STATUS)

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET FREIGHT RAIL (TRANSNET SOC)					
BID NUMBER:	CRAC-LLU-32241	CLOSING DATE:	10 March 2020	CLOSING TIME:	10:00am
DESCRIPTION	Provision Of Office Cleaning Services At Langlaagte, Luipaardsvlei, Roodepoort & Krugersdorp Depots For A Period Of Twenty Two Months.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
21 Wellington Road, Inyanda House 1 Ground Floor Parktown					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Brenda Baloyi**	CONTACT PERSON	**Allona Majola**
TELEPHONE NUMBER	**011 584 0662**	TELEPHONE NUMBER	**011 773 2624**
E-MAIL ADDRESS	**Brenda.Baloyi@Transnet.net**	E-MAIL ADDRESS	**Allona.Majola@Transnet.net**

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR** CENTRAL SUPPLIER DATABASE No:	MAAA

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

Respondent's Signature

Date & Company Stamp

PART B: TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.3	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.4	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.5	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.6	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.7	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.8	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.9	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

Respondent's Signature

Date & Company Stamp

SECTION 8: CERTIFICATE OF ATTENDANCE OF COMPULSORY SITE MEETING

COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING VENUE:

Venue	: **Krugersdorp Yard (Entrance next to Bull Brand factory)**
	GPS coordinates: +27.773731 – 26.109198 07
Time	: **10:00 AM**
Date	: **02 March 2020**

ATTENDANCE CERTIFICATE

This is to certify that .....

Representative(s) of..... *[Name of entity]*

Have/has attended the site meeting / RFQ briefing in respect of the proposed Goods to be supplied in terms of this RFQ.

_____
TRANSNET'S REPRESENTATIVE

DATE: _____

_____
RESPONDENT'S REPRESENTATIVE

DATE: _____

EMAIL: _____

VERY IMPORTANT

BIDDERS WHO DID NOT ATTEND COMPULSORY BRIEFING SESSION WILL AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDING PROCESS.

BRIEFING WILL COMMENCE AT KRUGERSDORP AND PROCEED TO LUIPAARDSVLEI, ROODEPOORT & LANGLAAGTE STATIONS

_____
Respondent's Signature

_____
Date & Company Stamp

ANNEXURE A

CLAUSE BY CLAUSE COMPLIANCE TO SPECIFICATION

RFQ NUMBER: CRAC-LLU-32241

The compliance response is to contain ONLY the following statement, **"Comply" or "Do not comply".** Bidders Are to Refer to The Specifications (page 8-29 of the RFQ) For Full Detailed Description for Provision of Office cleaning Services at Langlaagte, Luipaardsvlei, Roodepoort & Krugersdorp Depots for a Period of twenty two (22) Months.

FAILURE TO FULLY COMPLETE OR COMPLY WITH ANNEXURE A WILL BE REGARDED AS NON-COMPLIANCE.

Description (Clause)	Comply	Do not Comply	Remarks
10 Specification / Scope of Work			
1. Background			
1.1			
1.2			
1.3			
1.4			
2. Service Requirements			
2.1. General Service Requirements			
2.1.1			
2.1.2			
2.1.3			
2.1.4			
2.1.5			
2.1.6			
2.1.7			
2.1.8			
2.1.9			
2.1.10			
2.1.11			
2.1.12			
2.1.13			
2.1.14			
2.2 Personnel Requirements			
2.2.1			
2.2.2			
2.2.3			

Respondent's Signature

Date & Company Stamp

Description (Clause)	Comply	Do not Comply	Remarks
2.2.4			
2.2.5			
2.2.6			
2.2.7			
2.3 Cleaning Personnel			
2.3.1			
2.3.2			
2.3.3			
2.3.4			
2.3.5			
2.4 Relief Staff			
2.4.1			
2.4.2			
2.4.3			
2.4.4			
2.5 The Supervisor			
2.5.1			
2.5.2			
2.5.3			
2.5.4			
2.5.5			
2.5.6			
2.5.7			
2.5.8			
2.5.9			
2.5.10			
2.5.11			
2.5.12			
2.5.13			
2.5.14			
2.5.15			
2.5.16			
2.6 Site Manager/Customer Service Manager			
2.6.1			

Description (Clause)	Comply	Do not Comply	Remarks
2.6.2			
2.6.3			
3 Training			
3.1			
3.2			
3.3			
3.4			
4 Site File			
4.1			
4.1.1			
4.1.2			
4.1.3			
4.1.4			
4.2			
4.3			
5 Orientation Sessions			
5.1			
5.2			
6 Meetings			
6.1			
6.2			
6.3			
7 General Services Requirements			
7.1			
7.2			
7.3			
7.4			
7.5			
7.6			
7.6.1			
7.6.2			
7.7			

Respondent's Signature

Date & Company Stamp

Description (Clause)	Comply	Do not Comply	Remarks
8 Equipment			
8.1			
8.2			
8.3			
8.4			
8.5			
8.6			
8.7			
9 Cleaning Consumables			
9.1			
9.2			
9.3			
9.4			
9.5			
10 Scope of Services and Schedule			
10.1			
10.2			
10.3			
10.4			
11 Cleaning of Floor Types			
11.1 Polished Concrete Floors			
11.1.1			
11.1.2			
11.2 Tiles			
11.2.1			
11.2.2			
11.3 Terrazzo			
11.3.1			
11.3.2			
11.4 White or Colored Rubbed Granite			
11.4.1			
11.5 Marble			
11.5.1			
11.5.2			
11.6 Thermo-Plastic (asphalt or Vinyl) Tiles			
11.6.1			
11.6.2			
11.6.3			

Respondent's Signature

Date & Company Stamp

Description (Clause)	Comply	Do not Comply	Remarks
11.7 Quarry Tiles			
11.7.1			
11.7.2			
11.7.3			
11.8 Teak Block Floors			
11.8.1			
11.8.2			
11.9 Glazed Tiles			
11.9.1			
11.10 Linoleum			
11.10.1			
11.11 Rubber Flooring			
11.11.1			
11.11.2			
11.11.3			
11.11.4			
11.11.5			
11.11.6			
11.12 Cork Flooring			
11.12.1			
11.12.2			
11.12.3			
11.12.4			
11.12.5			
11.12.6			
11.13 Painted Surface (Oil)			
11.13.1 Flat Finish			
11.13.1.1			
11.13.1.2			
11.14 High Gloss Finishes			
11.14.1			
11.14.2			
11.14.3			
11.15 Stainless Steel			
11.15.1			
11.15.2			
11.15.3			
11.16 Bronze Finishes			

Respondent's Signature

Date & Company Stamp

Description (Clause)	Comply	Do not Comply	Remarks
11.16.1			
11.16.2			
11.17 Aluminum			
11.17.1			
11.18 Chrome Finishes			
11.18.1			
12 Windows and Blinds			
12.1			
12.2			
12.3			
12.4			
12.5			
13. Doors			
13.1			
13.2			
13.3			
14 Walls and Surfaces			
14.1			
14.2			
14.3			
14.4			
14.5			
15 Rest Rooms and Ablution Facilities			
15.1			
15.2			
15.3			
15.4			
15.5			
15.5			
16 Equipment and Appliances			
16.1			
17 Work stations			
17.1			
17.2			

Respondent's Signature

Date & Company Stamp

Description (Clause)	Comply	Do not Comply	Remarks
18 Upholstery (Suites, Chairs, Couches Etc)			
18.1			
19 Cleaning scope and Schedule			
19.1			
19.2			
20 Schedule and Frequency			
21 Carpet Shampooing/ Dry Cleansing to be done quarterly			
21.1			
21.2			
21.3			
21.4 Strip and Seal			
21.4.1			
22 Insurance			
22.1			
22.2			
23 Asset List			
23.1			
23.2			
23.3			
23.4			
23.5			
23.6			
23.7			
23.8			
23.9			
23.10			
23.11			
23.12			
23.13			
23.14			

FAILURE TO COMPLY 100% WITH SPECIFICATIONS WILL LEAD TO DISQUALIFICATION.

BIDDERS MUST COMPLY WITH HEADINGS, SUBHEADINGS AND LINE ITEMS

Respondent's Signature

Date & Company Stamp

ANNEXURE B

LABOUR REGULATED MINIMUM MONTHLY SALARY PER CLEANER.

#	ITEM	DESCRIPTION	AMOUNT
1	**Basic monthly wage cost**	Cleaning sectorial determination	**R 3 942.40**
	Hourly rate	40 hours per week	**R 22.00**
	Daily rate	8 hrs per day	R 176.00
	Weekly wage cost	Hourly wage x 40 hours	R 880.00
2	**Leave provisions**		**R 410.67**
	Annual leave	15 days per year	R 220.00
	Sick leave	10 days per year	R 146.67
	Family responsibility leave	3 days per year	R 44.00
3	**Other: Employer contribution**		**R 754.94**
	Provident fund	5.25% of monthly wage	R 206.98
	Bonus	4.33 weeks for a full 12 months	R 328.53
	UIF	1% of basic monthly wage	R 39.42
	COID /WCA	1.6% of basic monthly wage	R 31.93
	NCCA / Union levy fee	1.52% per employee per month	R 1.52
	Training levy	SDL = 1% of wage	R 35.92
	Uniform	R500 per year	R 41.67
	Severance pay	1.92%	R 68.97
4	**Monthly Labour Cost (per 1 x cleaner)**	**A1 + A2 + A3**	**R 5107.64**
5	**Total monthly labour cost (per total number of cleaners required**	14	**R 71 506.96**

TOTAL LABOUR COST FOR THE CONTRACT PERIOD OF 22 MONTHS
(R_____

I, _____ hereby commit my company to pay my employees according to the above-mentioned salary template.

_____
Signed by:

_____
Full name and surname

_____
Capacity

IMPORTANCE NOTICE

*** Random payslips will be requested from the cleaning personnel once contract is in place**

_____
Respondent's Signature

Date & Company Stamp

ANNEXURE C

Tenderer SHE Management System Questionnaire

This questionnaire forms part of the TFR tender evaluation process. It must be completed by all Tenderer's and submitted with their tender offer. The tenderer Health and Safety (SHE) Plan must also be submitted. The objective of the questionnaire is to provide an overview of the status of the Tenderer's SHE management system. Tenderers will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. The tenderer warrants that the information provided below is accurate and correct. **TFR may verify the accuracy of this information during the physical visit as part of the tender evaluation.**

The information provided in this questionnaire is an accurate summary of the company's occupational health and safety management system.			
Company Name:			
Signed:	Name:		
Position:	Date:		
Tender Description:			
Tender Number:			
Tenderer SHE Management System Questionnaire		**Yes**	**No**
1. SHE Policy			
- ***Is there a written company SHE policy?*** - If yes provide a copy of the policy			
2. SHE Management			
- ***Does the company have an independently audited or accredited SHE Management system e.g NOSA, OHSAS, IRCA System etc*** - If yes provide details or copy of accreditation			
3. SHE Organogram			
- ***Is there a company organogram indicating key SHE personnel?*** - If yes provide a copy			
4. Letter of good standing with COID			
- **Is company registered with the Compensation Commissioner under the COID Act and up to date?** - If yes provide proof of letter of good standing			

Respondent's Signature

Date & Company Stamp

5. SHE Cost		
- Has the tenderer made provision for the cost of safety in the tender price? If yes provide evidence		
6. Training Records		
- Is a record maintained of all training and induction programs undertaken for employees in your company? - If yes provide examples of safety training records		
7. Health and Safety Plan (SHE Plan) Are the following arrangements included and adequately addressed in the Health and Safety Plan:		
- Are SHE responsibilities clearly identified for all levels of Management and employees? - If yes provide details		
- Are Risk Assessments conducted and appropriate techniques used? - If yes provide details or copy of procedure		
- Are safe operating procedures or specific safety instructions relevant to its operations available? - If yes provide a summary listing of procedures or instructions		
- Description on how health and safety training is conducted in your company: -If yes provide details		
- Health and safety inspections at worksites undertaken? -If yes provide details		
- Health and Safety Communication i.e Safety talks, incident recalls? - If yes provide details		
- Workplace SHE Committee? - If yes provide details		
- Appointment of SHE Representatives? - If yes provide details		
- SHE Incident Reporting and Investigation? - If yes provide details		
- Provision of Personal Protective Equipment (PPE)? - If yes provide details		
- Emergency Planning?		

Respondent's Signature

Date & Company Stamp

- If yes provide details		
- Fall Protection? - If yes provide details		
- Project Security? - If yes provide details		
- Medical Surveillance? - If yes provide details		
- Substance abuse policy/procedure/testing? - If yes provide details		
- Selection, Procurement and management of Subcontractors? - If yes provide details		
- Operational Safety? - If yes provide details		
- Is there a system for recording and analysing health and safety performance statistics including injuries and incidents? - If yes provide details		
8. Health and Safety Violations		
- Has the company been fined or convicted of an occupational health and safety offence? - If yes provide details		

Respondent's Signature

Date & Company Stamp

Safety Performance Report

Monthly DIFR for previous months

Previous Year	No of Disabling Injuries	Total Number of employees	DIFR calculated over 12 months
Jan			
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			

DIFR = Number of Disabling injuries x 200000 divided by number of man-hours worked for the period

==========

Signed
(Tenderer)

Respondent's Signature

Date & Company Stamp

ANNEXURE D

STANDARD RFQ TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET

A Supplier/Service Provider shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). A Quotation submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business. A material deviation from the Standard Terms and Conditions could result in disqualification of a Quotation.

1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [**Terms** and each **Term**] and Transnet's purchase order(s) [**Order** or **Orders]** represent the only conditions upon which Transnet SOC Ltd [**Transnet**] procures goods [**the Goods**] or services [**the Services**] specified in the Order from the person to whom the Order is addressed [**the Supplier/Service Provider**]. Transnet does not accept any other conditions which the Supplier/Service Provider may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

2 CONFORMITY WITH ORDER

An Order shall only be valid if it is reduced to writing and issued by a duly delegated official. Goods/Services shall conform strictly with the Order. The Supplier/Service Provider shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier/Service Provider warrants that the Goods/Services shall be fit for their purpose and of satisfactory quality.

3. DELIVERY AND TITLE

3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's/Service Provider's obligations under the Order.

3.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.

3.3 If on delivery, the Goods/Services do not conform to the Order, Transnet may reject the Goods/Services and the Supplier/Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Goods/Services at the Supplier's/Service Provider's expense within the specified delivery times, without any liability due by Transnet.

Respondent's Signature

Date & Company Stamp

4 PRICE AND PAYMENT

4.1 Prices specified in an Order cannot be increased. Payment for the Goods/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.

4.2 Payment of the Supplier's/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

5 PROPRIETARY RIGHTS LIABILITY

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Goods/Services or any written material provided to Transnet relating to any Goods/Services or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier/Service Provider hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier/Service Provider following a design or process originated and furnished by Transnet. The Supplier/Service Provider shall either

a) procure for Transnet the right to continue using the infringing Goods; or

b) modify or replace the Goods/Services so that they become non-infringing,

provided that in both cases the Goods/Services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier/Service Provider may remove, with Transnet's prior written consent, such Goods/Services and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier/Service Provider shall have no liability in respect of any continued use of the infringing Goods/Services after Supplier's/Service Provider's prior written request to remove the same.

6 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier/Service Provider and any information relating to Transnet's business which may have come into the Supplier's/Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Service Provider as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term.

Upon request by Transnet, the Supplier/Service Provider shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

7 PUBLICITY

The Supplier/Service Provider shall not name Transnet or use its trademarks, service marks [whether registered or not] or Goods in connection with any publicity without Transnet's prior written consent.

8 TERMINATION OF ORDER

8.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Supplier/Service Provider or the Supplier/Service Provider commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier/Service Provider when such work on the Order shall stop.

8.2 Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.

8.3 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.

8.4 If the Goods or Services are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Goods or any damage caused due to the failure or delay in the delivery.

9 ACCESS

The Supplier/Service Provider shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's/Service Provider's employees. The Supplier/Service Provider shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

10 WARRANTY

The Service Provider warrants that it is competent to supply the Services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Goods/Services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to *[inter alia]* the supply, Services in

force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier/Service Provider hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

11 INSOLVENCY

If the Supplier/Service Provider shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier/Service Provider compounds with its creditors or passes a resolution for the writing up or administration of the Supplier/Service Provider, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

12 ASSIGNMENT

The Supplier/Service Provider shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

13 NOTICES

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

14 LAW

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier/Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier/Service Provider does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

15 GENERAL

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 5, 6, 7, 8, 9, 12 and 6. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

16 COUNTERPARTS

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

17 DATABASE OF RESTRICTED SUPPLIERS

17.1 All the stipulations on Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.

17.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet and other organs of state for a specified period. On completion of the blacklisting process, the blacklisted entity's details will be placed on National Treasury's Database of Restricted Suppliers for the specified period of exclusion.

17.3 The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e. on the face of it) case has been established.

17.4 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

17.5 A supplier or contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

17.6 Grounds for blacklisting include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:

17.6.1 Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;

17.6.2 has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;

17.6.3 has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;

17.6.4 has offered, promised or given a bribe in relation to the obtaining or execution of the contract;

17.6.5 has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;

17.6.6 has made any incorrect statement in a certificate or other communication with regard to the Goods or Services or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:

17.6.7 he made the statement in good faith honestly believing it to be correct; and

17.6.8 before making such statement he took all reasonable steps to satisfy himself of its correctness;

17.6.9 caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;

17.6.10 Has litigated against Transnet in bad faith.

17.7 Transnet recognizes that trust and good faith are pivotal to its relationship with its suppliers. When a dispute arises between Transnet and its supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

a) Vexatious proceedings. These are frivolous proceedings which have been instituted without proper grounds;

b) Perjury. Where a supplier commits perjury either in giving evidence or on affidavit;

c) Scurrilous allegations. Where a supplier makes allegations regarding a senior Transnet employee which are without a proper foundation, scandalous, abusive or defamatory.

d) Abuse of court process. When a supplier abuses the court process in order to gain a competitive advantage during a bid process.

17.8 Where any person or Enterprise has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 Years, such person/Enterprise may also be blacklisted. Serious breaches of the law would include but are not limited to corruption, fraud, theft, extortion, or contraventions of the Competition Act 89 of 1998 (e.g. collusive tendering). This process excludes minor convictions such as traffic offences or personal disagreements between parties which have no bearing on the business operations of the person or Enterprise.

17.9 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's Register of Tender Defaulters.

17.10 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

17.11 Any person or enterprise or company against whom a decision to blacklist has been taken, may make representations to the Chief Financial Officer of Transnet SOC Ltd, whose decision shall be final.

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