Transnet National Ports Authority

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet]**

Registration Number 1990/000900/30

REQUEST FOR PROPOSAL [RFP] No TNPA/2026/08/1867/10416/RFP

SUPPLY, SERVICING AND MAINTAINING OF BINS INCLUDING ILLEGAL DUMPING ON AN AS AND WHEN REQUIRED BASIS IN THE PORT OF DURBAN FOR A PERIOD OF THIRTY-SIX (36) MONTHS

RFP NUMBER:	**TNPA/2026/08/1867/10416/RFP**
ISSUE DATE:	**26 NOVEMBER 2026**
COMPULSORY BRIEFING SESSION:	**08 DECEMBER 2026 (REFER TO SECTION 2 BELOW)**
CLOSING DATE:	**19 JANUARY 2027**
CLOSING TIME:	**14:00**
BID VALIDITY PERIOD:	**180 BUSINESS DAYS FROM CLOSING DATE**
SUBMISSION TO:	**TRANSNET E-TENDER SUBMISSION PORTAL – SEE SBD 1 FOR DETAILS**

SCHEDULE OF BID DOCUMENTS

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SECTION 1: SBD1 FORM

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET NATIONAL PORTS AUTHORITY, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	**TNPA/2026/08/1867/10416/RFP**	ISSUE DATE:	**26 NOVEMBER 2026**	CLOSING DATE:	**19 JANUARY 2027**	CLOSING TIME:	**14:00**
DESCRIPTION	**SUPPLY, SERVICING AND MAINTAINING BINS INCLUDING ILLEGAL DUMPING ON AN AS AND WHEN REQUIRED BASIS IN THE PORT OF DURBAN FOR A PERIOD OF THIRTY-SIX (36) MONTHS**						

BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

The Transnet Digital Procurement System (TDPS) Supplier Submission Portal can be accessed as follows:

a) Log on to the Transnet eSupplier website/Portal (https://esupplierportal.transnet.net/portal/)

b) Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all (must fill in all mandatory information is completed) OR;

- - to sign in if already registered;

c) Click on "ADVERTISED TENDERS" to view advertised tenders;

d) Toggle (click to switch) the "Log an Intent" button in order to be able to activate the submission of a bid;

e) Respondents are to submit bid documents by uploading them onto the system against each tender selected. **A Bidder can upload 30mb per upload and multiple uploads are permitted.**

f) Bidders to note that all pricing must be completed in the eSupplier portal, electronic pricing. No paper pricing schedule will be accepted.

g) Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.

h) No late submissions will be accepted.

i) Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.

j) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.

k) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.

L) A detailed bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

BIDDING PROCEDURE/TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**Nozipho Khumalo**
E-MAIL ADDRESS	**TNPAtenderenquiriesdbn@transnet.net**

SUPPLIER INFORMATION

Contact details below will be used to make contact with the tenderer. Return of other contact details anywhere else in the tender document will NOT be used to contact the tenderer

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				

IT IS A CONDITION OF THIS BID THAT THE TAX MATTERS OF THE SUCCESSFUL RESPONDENTS BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH SOUTH AFRICAN REVENUE SERVICE (SARS) TO MEET THE RESPONDENTS TAX OBLIGATIONS.

	TCS PIN		OR CSD No	
SUPPLIER COMPLIANCE STATUS	☐ Yes ☐ No	**B-BEEE STATUS LEVEL SWORN AFFIDAVIT**		
If Yes, Who was the Certificate issued by?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	☐	A REGISTERED AUDITOR		
		NAME:		

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	**2** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER QUESTIONAIRE BELOW]
Signature of the Bidder	……	Date:	……

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ 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 1.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**TAX COMPLIANCE REQUIREMENTS**
1.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
1.2	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.
1.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
1.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
1.5	IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
1.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
1.7	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. 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/.

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:_____

SECTION 2: NOTICE TO BIDDERS

1 Responses to RFP

Responses to this RFP [**Proposals]** must not include documents or reference relating to any other proposal. Any additional conditions that the bidder wants to bring to the attention of Transnet must be embodied in an accompanying letter.

2 Formal Briefing

A **compulsory** RFP briefing will be conducted at **Queen Elizabeth Boardroom, Queens Warehouse, 237 Mahatma Gandhi Rd, Port of Durban on the 08 December 2026 at 10:00 am** for a period of ± 2 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.

*A Certificate of Attendance in the form set out in **Section 07** hereto must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** site meeting and/or RFP briefing.*

Respondents failing to attend the compulsory RFP briefing will be disqualified.

The certificate of attendance and/or the attendance register will be used as proof/evidence of attendance.

Respondents are encouraged to bring a copy of the RFP to the site meeting and/or RFP briefing.

3 COMMUNICATION (CLARIFICATIONS AND COMPLAINTS)

3.1 Specific queries relating to this RFP before the closing date of the RFP should be submitted to [**Nozipho Khumalo, email** TNPAtenderenquiriesdbn@transnet.net] before 12:00 pm on 11 January 2027. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.

3.2 Specific complaints relating to this RFP before or after the closing date should be formally submitted by emailing to groupscmcomplaints@transnet.net . Once the complaint has been submitted, the Transnet SCM Complaints office will acknowledge your complaint and send you a complaint form for completion.

3.3 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.

3.4 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

3.5 The outcome of the process will be communicated, via email, to all bidders as soon as the process is concluded. Should a bidder not receive any communication from Transnet 30 days after the expiry of the validity period of this bid, the bidder can consider its bid not being successful. All unsuccessful bidders have a right to request Transnet to furnish reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form.

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 EMPLOYMENT EQUITY ACT

Respondents must comply with the requirements of the Employment Equity Act 55 of 1998 applicable to it including (but not limited to) Section 53 of the Employment Equity Act.

6 CHANGE TO PROPOSAL

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

7 Binding Offer

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

8 DISCLAIMERS

Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of a Proposal in response to it. Please note that Transnet reserves the right to:

- modify the RFP's goods / service(s);
- award only a portion of the proposed goods / services which are reflected in the scope of this RFP;
- split the award of the order/s between more than one Supplier/Service Provider as may be explicitly articulated in the conditions or objective criteria to this RFP
- cancel the RFP process;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. 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 notified of their bid being unsuccessful. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price.
- Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.

9 SPECIFICATION/SCOPE OF WORK

Refer to **Annexure A** for scope of services.

10 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.

11 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.

WHEN MAKING BID SUBMISSIONS

12 TIP-OFFS ANONYMOUS

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

12.1 Toll Free No: 0800 003 056

12.2 Email Address: Transnet.Reportit@outlook.com

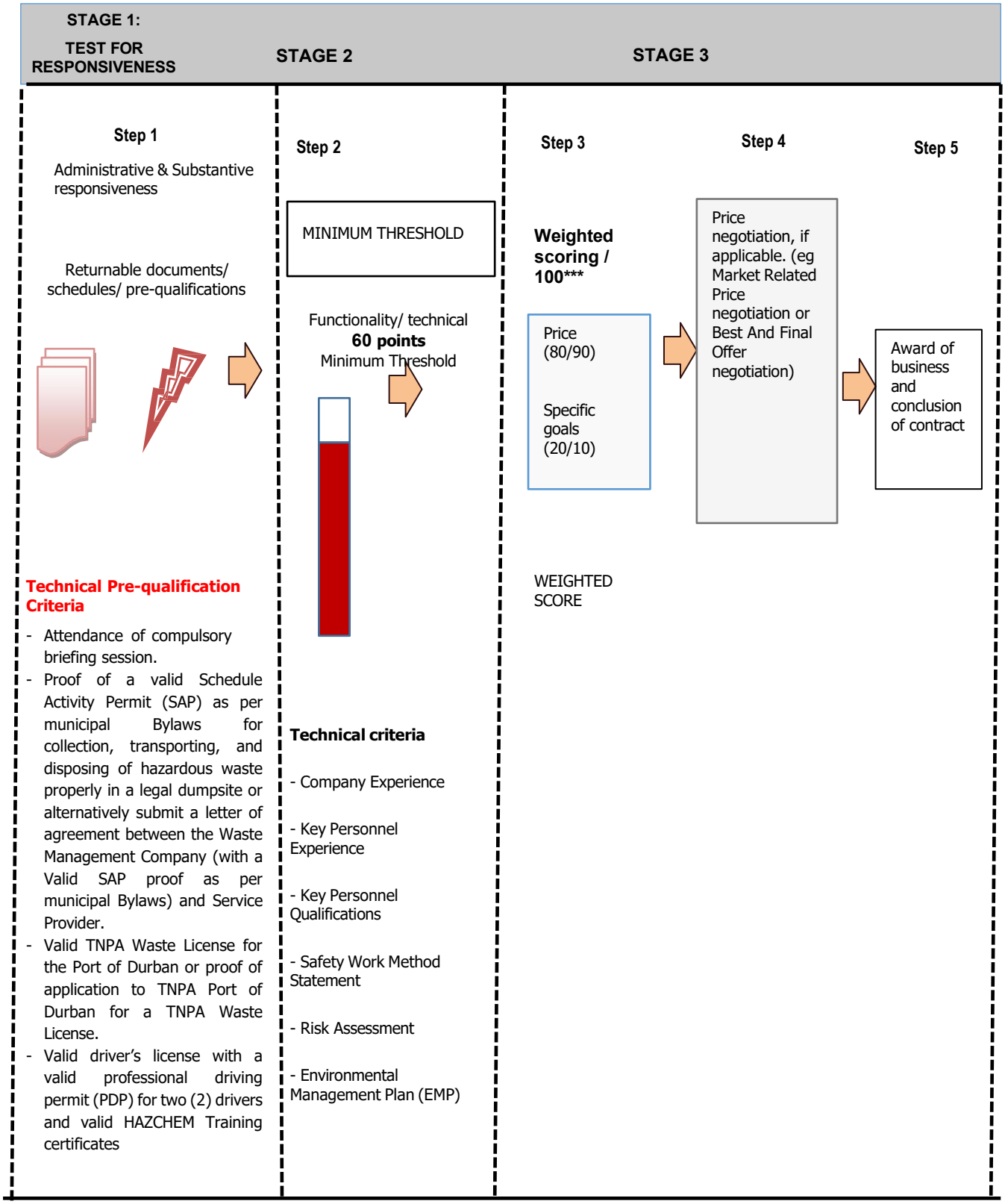
12.3 SMS: 063 786 7403

12.4 Please Call me number: *120*0637867403

12.5 A dedicated Website: https://whistleblowersoftware.com/secure/Transnet

SECTION 3
EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

1 TRANSNET WILL UTILISE THE FOLLOWING METHODOLOGY AND CRITERIA IN SELECTING A PREFERRED SERVICE PROVIDER:



1.1 STEP ONE: Test for Administrative and Substantive Responsiveness

The test for administrative and substantive responsiveness will include the following:

Administrative & Substantive responsiveness check	RFP Reference
• Whether the Bid has been lodged on time	
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	*Section 3*
• Verify the validity of all returnable documents	*Section 3*
• Verify if the Bid document has been duly signed by the authorised respondent	*All sections*
• Whether any general and legislation qualification criteria set by Transnet, have been met	*All sections*
• Whether the Bid contains a priced offer	*Section 4 – Pricing Scedule Form*
• Whether the Bid materially complies with the scope and/or specification given	*All Sections*
• Whether any Technical Pre-qualification Criteria/minimum requirements/legal requirements have been met as follows: - Attendance Compulsory Briefing Session. - Service Provider must submit a proof of a valid Schedule Activity Permit (SAP) as per municipal Bylaws for collection, transporting, and disposing of hazardous waste properly in a legal dumpsite or alternatively submit a letter of agreement between the Waste Management Company (with a Valid SAP proof as per municipal Bylaws) and Service Provider confirming that the waste will be collected, transported, and disposed of hazardous waste properly in a legal dumpsite by the licensed Waste Management Company. - Service Provider must submit valid TNPA Waste License for the Port of Durban or proof of application to TNPA Port of Durban for a TNPA Waste License. - Service provider must submit proof of a valid driver's license with a valid professional driving permit (PDP) for two (2) drivers and valid HAZCHEM Training certificates from an accredited waste management service provider (**must be included in the organogram as drivers**).	*Section 2 – paragraph 9 (Scope of Work)*

The test for responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further Technical Criteria

1.2 STEP TWO: Minimum Threshold 60 points for Technical Criteria

The test for the Technical and Functional threshold will include the following:

Detailed Requirements and Evidence/Proof required	Points Weightings	Scoring guideline
Company Experience Traceable References Tenderers are requested to demonstrate experience in the hazardous waste management services (paint, cans, oil rags, sandblast grit, contaminated general waste etc.) within the past five (5) years. Submit traceable references such as and reference letter(s) or Completion Certificate(s) as evidence, which include the following; (1) The project description, (2) Client Company name, (3) Client contact details (email or telephone), (4) Project duration: start and completion dates (5) Signed by the client NB: A reference letter with less than the 5 required elements will not be accepted. Indicating that they have successfully completed a ≥ thirty-six (36) < forty-two (42) month contract or an accumulation of contracts which are not less than six (6) months contracts, which in total result in a thirty-six (36) month contract duration in the pest control services within the past five (5) years.	**40**	**0**= The service provider has submitted no information or inadequate information to determine a score or has submitted reference letters with less than five (5) required elements. **20**= The service provider has successfully completed a ≤ thirty (30) month contract or an accumulation of contracts which are not less than six (6) months contracts, which in total result in a ≤ thirty (30) month contract duration in the hazardous waste management services within the past five (5) years, with the required five (5) elements. **40**= The service provider has successfully completed a thirty ≥ (30) < thirty-six (36) month contract or an accumulation of contracts which are not less than six (6) months contracts, which in total result in a thirty (30) < thirty-six (36) month contract duration in the hazardous waste management services within the past five (5) years, with the required five (5) elements. **60**= The service provider has successfully completed a ≥ thirty-six (36) < forty-two (42) month contract or an accumulation of contracts which are not less than six (6) months contracts, which in total result in a ≥ thirty-six (36) < forty-two (42) month contract duration in the hazardous waste management services within the past five (5) years, with the required five (5) elements. **80**= The service provider has successfully completed a ≥ forty-two (42) < forty-eight (48) month contract or an accumulation of contracts which are not less than six (6)

Detailed Requirements and Evidence/Proof required	Points Weightings	Scoring guideline
		months contracts, which in total result in a forty-two (42) < forty-eight (48) month contract duration in the hazardous waste management services within the past five (5) years, with the required five (5) elements. **100**= The service provider has successfully completed a ≥ forty-eight (48) month contract or an accumulation of contracts which are not less than six (6) months contracts, which in total result in a ≥ forty-eight (48) month contract duration in the hazardous waste management services within the past five (5) years, with the required five (5) elements.
Staff Competence **- Key Personnel Experience (30 Points)** **- Key Personnel Qualifications (10 Points)**	**40**	
2.1 Key Personnel Experience (30 Points) The experience of assigned key persons in relation to the scope of work will be evaluated from **relevant years of experience** such as follows: a. General experience (total duration of commercial illegal dumping or waste management services activity) and positions held of each discipline specific to each team member. An **organogram** must be submitted including CVs with experience for personnel in terms of all identified posts must include as a minimum but not limited to:	30	**0**= 0= The Service provider has submitted no information or inadequate information to determine a score. **20** = Staff do not have sufficient experience. Site Management: i. Service Manager (<3 years) ii. Safety Officer (<1 year) iii. Supervisors x 2 (<1 year) **40** = Staff has limited levels of relevant experience. Site Management: i. Service Manager (≥3 <5 years) ii. Safety Officer (≥1 <3 years) iii. Supervisors x 2 (≥1 <2 years) **60** = Staff has reasonable levels of relevant experience.

Detailed Requirements and Evidence/Proof required	Points Weightings	Scoring guideline
SITE MANAGEMENT: **I. Service Manager X 1** Service Manager must have experience (≥5 <6 years) in commercial illegal dumping/waste management services (industrial areas/offices/hospitals/hotels/malls etc.). **II. Safety Officer X 1** Safety Officer must have experience (≥3 <4 years) in illegal dumping/waste management /Construction. **III. Supervisors X 2** Supervisors must have experience (≥2 <3 years) in commercial illegal dumping/waste management services (industrial areas/offices/ hospitals/hotels/malls etc.).		Site Management: i. Service Manager (≥5 <6 years) ii. Safety Officer (≥3 <4 years) iii. Supervisors x 2 (≥2 <3 years) **80** = Staff has extensive levels of relevant experience. Site Management: i. Service Manager (≥6 <7 years) ii. Safety Officer (≥4 <5 years) iii. Supervisors x 2 (≥3 <4 years) **100** = Staff has outstanding levels of relevant experience. Site Management: i. Service Manager (≥7 years) ii. Safety Officer (≥5 years) iii. Supervisors x 2 (≥4 years)
2.2 Key Personnel Qualifications The experience of assigned key persons in relation to the scope of work will be evaluated from **education, training, and skills** such as follows: The education, training, and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the scope of work. Proof of education and training must be attached to the C.V. An **organogram** must be submitted including CVs with qualifications for personnel for all identified posts should include as a minimum but not limited to:	**10**	**0** = The Service provider has submitted no information or inadequate information to determine a score. **20** = Staff does not have project specific education, skills and training as indicated above. i. Service Manager - an accredited NQF Level 3 Supervisory Certificate ii. Safety Officer - an accredited NQF level 3 qualification in Occupational Health and Safety. iii. Supervisors x 2 - an accredited NQF level 1 qualification in supervisory/project management certificate. **40** = Staff has limited levels of project specific education, skills and training as indicated above. i. Service Manager – an accredited

Detailed Requirements and Evidence/Proof required	Points Weightings	Scoring guideline
SITE MANAGEMENT: **Service Manager X 1** Service Manager must have an accredited NQF level 5 supervisory/project management certificate. **Safety Officer X 1** Safety Officer must have an accredited NQF level 5 qualification in Occupational Health and Safety. **Supervisors X 2** Supervisors must have an accredited NQF level 3 supervisory/project management certificate.		NQF Level 4 Supervisory Certificate ii. Safety Officer - an accredited NQF level 4 qualification in Occupational Health and Safety. iii. Supervisors x 2 – an accredited NQF level 2 supervisory/project management certificate. **60** = Staff has reasonable level of project specific education, skills, and training as indicated above. i. Service Manager – an accredited NQF Level 5 Supervisory Certificate ii. Safety Officer – accredited NQF level 5 qualification in Occupational Health and Safety. iii. Supervisors x 2 - an accredited NQF level 3 supervisory/project management certificate. **80** = Staff has extensive levels of project specific education, skills, training, and experience as indicated above. i. Service Manager – an accredited NQF Level 6 Supervisory/project management Certificate. ii. Safety Officer - an accredited NQF level 6 qualification in Occupational Health and Safety. iii. Supervisors x 2 - an accredited NQF Level 4 Supervisory/project management Certificate **100** = Staff has outstanding levels of project specific education, skills, training, and experience as indicated above. i. Service Manager – an accredited NQF Level 7 Supervisory/project management Certificate or higher qualification in relation to supervisory. ii. Safety Officer – accredited NQF

Detailed Requirements and Evidence/Proof required	Points Weightings	Scoring guideline
		level 7 or higher qualification in Occupational Health and Safety. iii. Supervisors x 2 - an accredited NQF Level 5 Supervisory/project management Certificate or higher qualification in relation to supervisory.
3.1 Safety Work Method Statement The Service provider shall submit documents or required information to ensure SHE compliance in terms of Scope of work: The method statement shall include as a minimum, but not limited to the following elements 1. Scope of the work and hazards identified are aligned to risk assessment. 2. Minimum Personal Protective Equipment (PPE) required to complete the job. 3. Personnel required and responsibilities. 4. Resources and equipment required. 5. Emergency procedures.	**05**	**0**= No response or submission, or the applicable document was not submitted/the information submitted on the method statement is too generic to determine the score. **20**= Service providers method statement has covered one (1) element specific to the scope of the Project as listed. **40**= Service providers method statement has covered two (2) elements specific to the scope of the Project as listed. **60**= Service providers method statement has covered three (3) elements specific to the scope of the Project as listed. **80**= Service providers method statement has covered four (4) elements specific to the scope of the Project as listed. **100**= Service providers method statement has covered five (5) elements specific to the scope of the Project as listed.

Detailed Requirements and Evidence/Proof required	Points Weightings	Scoring guideline
Risk Assessment Service provider shall submit a detailed Risk Assessment. The information to ensure SHE compliance in terms of Scope of work Baseline risk assessment which as a minimum includes these elements: 1. Identify all the risks and hazards to which persons may be exposed to. 2. Analysis and evaluation of identified risks/ hazards. 3. Measures to mitigate, reduce or control the risks and hazards identified with roles and responsibilities for implementation and control. 4. Defined Risk Assessment methodology in which risks are quantified. 5. Signed Risk assessment by 16.2 Manager/Supervisor appointee in terms of the South African Occupational Health and Safety (OHS) Act or responsible Section 16(2) appointee.	**05**	**0=** No response or submission, or the applicable document was not submitted/the information submitted on the method statement is too generic to determine the score. **20**= Service providers Risk Assessment has covered one (1) risk element specific to the scope of the Project as listed. **40**= Service providers Risk Assessment has covered two (2) and risk elements specific to the scope of the Project as listed. **60**= Service providers Risk Assessment has covered tree (3) risk elements specific to the scope of the Project as listed. **80**= Service providers Risk Assessment has covered four (4) risk elements specific to the scope of the Project as listed. **100**= Service providers Risk Assessment has covered five (5) risk elements specific to the scope of the Project as listed.
Environmental **Environmental Management Plan (EMP):** The service provider shall provide a detailed Environment Management Plan (EMP) specific to the scope of the project. The EMP must identify the possible environmental impacts of the proposed activity; and include measures to minimise, mitigate and manage these impacts The EMP must include but not limited to the following elements: 1. Dust Management. 2. Noise control. 3. Management of hazardous chemical and	**10**	**0**= Environmental Management Plan (EMP) for the proposed activities not submitted/ the information submitted on the risk assessment is too generic to determine the score **20**= Service provider has submitted an EMP with 1 - 3 key elements met **40**= Service provider has submitted an EMP with 4 - 6 key elements met.

Detailed Requirements and Evidence/Proof required	Points Weightings	Scoring guideline
flammable substances. 4. Pollution control and spill response. 5. Waste Management. 6. Environmental education and awareness. 7. Housekeeping. 8. Environmental Laws and Regulations relevant to the project. 9. Occurrence management. 10. Management responsibilities. 11. Protection of sensitive/ no-go areas. 12. Monitoring and reporting. 13. The EMP must include an environmental policy signed by Top Management which, as a minimum: - Is appropriate given the purpose and context of the service provider's business. - Includes a commitment to fulfil the service provider's environmental compliance (legal) obligations. - Includes a commitment to the protection of the environment, including prevention of pollution. - Provides framework for setting environmental objectives; and - Includes a commitment to continual improvement		**60**= Service provider has submitted an EMP with 7 – 9 key elements met. **80**= Service provider has submitted an EMP with 10 - 12 key elements. **100**= Service provider has submitted an EMP with thirteen (13) key elements met.
Total Weighting:	**100**	
Minimum qualifying score required:	**60**	

Respondent's compliance with the minimum functionality/technical threshold will be measured by their responses to **Annexure B** Technical Evaluation

Respondents are to note that Transnet will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

The minimum threshold for technical/functionality [Step TWO] must be met or exceeded for a Respondent's Proposal to progress to Step Three for final evaluation

2.3 STEP THREE: Evaluation and Final Weighted Scoring [An electronic pricing Schedule must be completed on the eSupplier system]

a) **Price and Specific Goals** [Weighted score 80/20 points]:

Evaluation Criteria	RFP Reference
• Commercial offer	*Section 4*

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

$$PS = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right) \text{ or } 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where:

Ps = Score for the Bid under consideration

Pt = Price of Bid under consideration

Pmin = Price of lowest acceptable Bid

b) **Specific Goals** [Weighted score 20/10 points]

- Specific goals preference points claim form
- Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 4.1 of the specific goals Claim Form.

2.4 STEP FOUR: Price Negotiations

- Respondents are to note that Transnet may not award a contract if the price offered is not market-related. In this regard, Transnet reserves the right to engage in Price negotiations with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
  - negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
  - 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 RFP;
  - 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 RFP.

- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her 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.
- Should Transnet conduct price negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

2.5 STEP FIVE: Award of business and conclusion of contract

- Immediately after approval to award the contract has been received, the successful or preferred bidder(s) will be informed of the acceptance of his/their Proposal by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s). where applicable
- Alternatively, the acceptance of a letter of award by the Successful Respondent. will constitute the final contract read together with their RFP response and the Standard Terms and Conditions. This will be stated in the letter of award.

Validity Period

Transnet requires a validity period of one hundred and eighty [180] Business Days from the closing date of this RFP, excluding the first day and including the last day.

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.

Disclosure of contract information

Prices Quoted

Respondents are to note that, on award of business, Transnet is required to publish the outcome of the RFP and information of the successful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 09 of 2022/2023.

Johannesburg Stock Exchange Debt Listing Requirements

Transnet may also be required to disclose information relating to the subsequent contract i.e. the name of the company, goods/services provided by the company, the value and duration of the contract, etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.

Domestic Prominent Influential Persons (DPIP) OR Foreign Prominent Public Officials (FPPO)

Transnet is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. Transnet shall not conduct or conclude business transactions, with any Respondents without having:

- Considered relevant governance protocols;
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.

Is the Respondent
(Complete with a "Yes" or "No")

A DPIP/FPPO		**Closely Related to a DPIP/FPPO**		**Closely Associated to a DPIP/FPPO**	

List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.

No	**Name of Entity / Business**	**Role in the Entity / Business** (Nature of interest/ Participation)	**Shareholding %**	**Registration Number**	**Status** (Mark the applicable option with an X)	
					Active	**Non-Active**
1						
2						
3						

Respondents declaring a commercial relationship with a DPIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIP or FPPO. This list will include successful Respondents, if applicable.

Returnable Documents

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids based on the consequences of non-submission as indicated below:

Mandatory Returnable Documents	***Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFP will result in a Respondent's disqualification.***
Returnable Documents Used for Scoring	***Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.***
Essential Returnable Documents	***Failure to provide essential Returnable Documents may result in Transnet affording Respondents a further opportunity to submit by a set deadline, where applicable. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.***

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

a) Mandatory Returnable Documents

Respondents are required to submit with their bid submissions the following **Mandatory Returnable Documents,** and also to confirm submission of these documents by so indicating [Yes or No] in the tables below:

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 07: Certificate of attendance of compulsory RFP briefing	
Proof of a valid Schedule Activity Permit (SAP) as per municipal Bylaws for collection, transporting, and disposing of hazardous waste properly in a legal dumpsite or alternatively submit a letter of agreement between the Waste Management Company (with a Valid SAP proof as per municipal Bylaws) and Service Provider confirming that the waste will be collected, transported, and disposed of hazardous waste properly in a legal dumpsite by the licensed Waste Management Company.	
Proof of a valid TNPA Waste License for the Port of Durban or proof of application to TNPA Port of Durban for a TNPA Waste License.	
Proof of a valid driver's license with a valid professional driving permit (PDP) for two (2) drivers and valid HAZCHEM Training certificates from an accredited waste management service provider (**must be included in the organogram as drivers**).	

b) Returnable Documents Used for Scoring

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **Returnable Documents Used for Scoring** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
Valid proof of Respondent's compliance to Specific Goals requirements stipulated in Section 06 of this RFP (B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines)	
Company Experience (Traceable References)	
Experience of Key Personnel (detailed CV)	
Key Personnel Qualifications (certified copies of qualifications)	
Safety Work Method Statement	
Risk Assessment	
Environmental Management Plan (EMP)	

c) Essential Returnable Documents:

, Respondents are further required to submit the following **Essential Returnable Documents with their RFP** and to confirm submission of these documents by so indicating [Yes or No] in the table below:

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	**SUBMITTED [Yes or No]**
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	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
Section 1: SBD1 Form	
SECTION 5: RFP Declaration Certificate of Acquaintance & Breach of Law Form With RFP	
Section 6: Specific Goals Points Claim Form	
Section 8: Job-Creation Schedule	
Section 9: Protection of Personal Information	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, for the duration of any contract emanating from this RFP. 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 immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

SECTION 4

PRICING SCHEDULE FORM

I/We_____

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

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

- the Standard RFP Terms and Conditions for the Supply of Goods or Services to Transnet; and
- any other standard or special conditions embodied in this Request for Proposal.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us. I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, 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 Proposals afresh and/or having to accept any less favourable offer.

Price Schedule

I/We Acknowledge that an electronic pricing schedule for services will be completed in the Transnet eSupplier portal in line with the scope of work requirements.

Respondents are to note that Transnet will round off final pricing scores to the nearest 2 (two) decimal places.

Price adjustments

Notes to the Multi- Year Pricing Table:
The first year of the contract will not be subject to price escalation
Cost for Year 2 (Y2) will be Total costs of Year 1 (Y1) x CPI adjustment
Cost for Year 3 (Y3) will be Total costs of Year 2 (Y2) x CPI adjustment

Note:

Prices on the Contract will be fixed for the first 12 months of the Contract. Thereafter the Contract price adjustment will be reviewed on each anniversary of the Contract, considering the actual Consumer Price Index (CPI) for that particular year as published by Statistics South Africa. The CPI percentage published by Stats SA will be used to adjust the appropriate percentage mark-up.

Notes to Pricing:

2.5.1 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 RFP;

(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 RFP;

(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 RFP.

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

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

2.5.3 Any disbursement not specifically priced for will not be considered/accepted by Transnet.

2.5.4 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 will result in a bid being disqualified.

2.5.5 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.

SECTION 5

RFP DECLARATION CERTIFICATE OF ACQUAINTANCE & BREACH OF LAW FORM WITH RFP

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 RFP. 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 term or condition or failed properly to take it into account in calculating tendered prices or any other purpose:

1.	Transnet's General Bid Conditions
2.	Master Agreement, Schedule 1-Schedule of Requirements and SLA
3.	Transnet's Supplier Integrity Pact
4.	Non-disclosure Agreement

Note: Should a Respondent be successful and awarded the bid, they will be required to complete a Supplier Declaration Form for registration as a vendor onto the Transnet vendor master database.

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP 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 or cause of action based on an allegation that any aspect of this RFP 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 RFP documents included in the RFP as a returnable document, is found not to be true and/ or complete in every respect.

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 RFP Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Proposal [**RFP**];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and have 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 RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;

5. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity Pact which includes but are 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 RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner;
7. We in addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFP; and

8. If such a relationship as indicated in paragraph 7, exists, the Respondent is to complete the following section:

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

   _____

   _____

   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]. Information provided in the declarations may be used by Transnet and/or its affiliates to verify the correctness of the information provided.

9. 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.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

1. the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.3.1 If so, furnish particulars:

……

……

2.4 Does the bidder or any of its directors/trustees/shareholders members/partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise, whether or not they are bidding for this contract? **YES/NO**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3 GENERAL DECLARATION

I, ……....., the undersigned, in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 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.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

…… ……

Signature Date

…… ……

Designation Name of bidder

4 BREACH OF LAW

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 misdemeanors, 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.

SIGNED at _____ on this _____ day of _____ 20___

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____

SECTION 6: SPECIFIC GOALS 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 specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000.

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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 below or equal 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 Either the 80/20 or 90/10 preference point system will apply

Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system.

1.3 Preference points for this bid shall be awarded for:

(a) Price;

(b) B-BBEE Status Level of Contribution.

(c) Any other specific goal determined in Transnet preferential procurement policy.

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

	POINTS
PRICE	**80/90**
B-BBEE Status Level of Contributor 1 or 2 (05/03) **EME or QSE 51% Black Owned Entities (15/07)**	**20/10**
Total points for Price and Specific Goals must not exceed	**100**

1.5 Failure on the part of a bidder to submit proof of specific goals 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 supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

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

(f) **"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);

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

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

(i) **"Proof of B-BBEE Status Level of Contributor"** means:

1) B-BBBEE status level certificate issued by an unauthorised body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act.

(j) **"QSE"** means a Qualifying Small Enterprise in terms of a Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(k) **"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.

(l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

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

A maximum of 80/90 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

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points

Selected Specific Goal	Number of points allocated (20)	Number of points allocated (10)
B-BBEE Status Level of Contributor 1 or 2	**05**	**03**
EME or QSE 51% Black Owned Entities	**15**	**07**
Non-compliant and/or B-BBEE Level 3-8 contributors	**00**	**00**

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

4.1 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below:

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
EME or QSE 51% Black Owned Entities	B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines

4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

Enterprise	**B-BBEE Certificate & Sworn Affidavit**
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn-Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [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.]
EME[3]	Sworn-Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

4.3 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.

4.4 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.

4.5 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.

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED

6.1 B-BBEE Status Level of Contribution 1 or 2 = (05 or 03 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 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 or QSE
(Tick applicable box)

YES		NO	

v) Specify, by ticking the appropriate box, if subcontracting with any of the enterprises below:

	s: 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		
	Any EME		
	Any QSE		

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

8.1 Name of company/firm:……

8.2 VAT registration number:……

8.3 Company registration number:……

8.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

……
……..

8.6 **COMPANY CLASSIFICATION**

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

[*TICK APPLICABLE BOX*]

8.7 Total number of years the company/firm has been in business:……

8.8 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 paragraphs 4.1 and 6.1 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 4.1 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis 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;

(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.

WITNESSES 1. …….. 2. …….	…… SIGNATURE(S) OF BIDDERS(S) DATE: …….. ADDRESS …….. ……..

SECTION 7

CERTIFICATE OF ATTENDANCE OF COMPULSORY RFP BRIEFING SESSION

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____*[name of entity]*
attended the RFP briefing in respect of the proposed Goods/Services to be rendered in terms of this RFP on _____20___

_____ _____
TRANSNET'S REPRESENTATIVE RESPONDENT'S REPRESENTATIVE

DATE _____ DATE _____

NOTE:
This certificate of attendance must be returned with the submission by closing date.

SECTION 8: JOB-CREATION SCHEDULE

(Please ensure that you return this schedule with your bid submission)

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%. In order to give effect to these job creation objectives, Respondents are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this bid.

(a) Please indicate total number of new jobs that will be created over the term of the contract:

Total number and value of new jobs created	**Total number of new jobs**	**Total rand value of new jobs created**

(b) Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

	Total number of new jobs	**Total rand value of new jobs**
Black men		
Black women		
Black Youth		
Black people living in rural or underdeveloped areas or townships		
Black People with Disabilities		

(c) Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

	Total number of Skilled jobs	**Total number of Semi-skilled jobs**	**Total number of Unskilled jobs**
Black men			
Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			
Other			

(d) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract.

Year 1	**Q1**	**Q2**	**Q3**	**Q4**
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				

Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

Year 2	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

Year 3	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

SECTION 9

PROTECTION OF PERSONAL INFORMATION

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.("POPIA"):

   consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

   Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.

5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

6. Transnet further agrees that in submitting any information or documentation requested in this RFP, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.

7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.

8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFP (physically, through a computer or any other form of electronic communication).

9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.

11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

YES		**NO**	

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.

13. The Respondent declares that the personal information submitted for the purpose of this RFP is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: _____

Should a Respondent have any complaints or objections to processing of its personal information, by Transnet, the Respondent can submit a complaint to the Information Regulator on https://www.justice.gov.za/inforeg/, click on contact us, click on complaints.IR@justice.gov.za

ANNEXURE A

❖ SCOPE OF SERVICE

SPECIFICATION FOR THE SUPPLY, SERVICING AND MAINTAINING OF BINS INCLUDING ILLEGAL DUMPING ON AN AS AND WHEN REQUIRED CONTRACT PORT WIDE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

1. BACKGROUND

The mission of Facilities & Environment department of the Transnet National Port Authority is to provide the Environment which is clean and pollution free. This will produce a cleaner & more conducive environment for our stakeholders. It will also reduce general waste disposed by Port users from entering our storm water drains around the Port of Durban.

2. SCOPE OF WORK

2.1 Supply bins as specified in the technical specification, supply, place, service & maintain bins around various precincts in the Port of Durban (Point, Maydon Wharf, Bayhead, Island View Complex, Pier 2 & Pier 1).

2.2 The Service provider shall provide general cleaning of the verges and open field etc., sweeping of the road and gutter.

2.3 All accumulated waste to be collected from Transnet sites and roads as per the areas listed in the pricing schedule and waste to be disposed to a municipal legal dumping site. The Service Provider will be required to produce a waste disposal certificate for each disposal.

2.4 If any carcases of dead animals are found anywhere on site it must be reported to the Project Manager immediately, who in turn will arrange for the proper disposal of the said.

2.5 The Service provider shall provide these services in accordance with the Scope of works contained herein and in accordance with the clauses listed below.

2.6 Should there be any medical waste, it should be double bagged, or if there are sharps it needs to be placed in a sharp's medical container and brought to the clinic.

2.7 The waste tyres should be collected from around the Port precincts and will be placed at Transnet sites within the Port.

2.8 Removal of bees or snakes within the Port

3. TECHNICAL SPECIFICATION FOR THE SUPPLY OF BINS

3.1 Only SABS Approved material & equipment to be utilized.

3.2 All material & equipment utilized to conform to manufacturer's specifications.

3.3 Ring: 50mm X 570mm Ø (diameter when closed) X 2mm. Hot-dipped galvanized steel with 900 end sections fitted with stainless steel nut, bolt and washers to allow for expansion and contraction.

3.4 210 Litre drum must have holes underneath to allow water only to pass through the bin and must be hot-dipped galvanized.

3.5 The drum is to be painted internally with paint that can prevent the harsh sea water corrosiveness. One (1) coat steel primer and two (2) coat finish.

3.6 The external of the drum should have Transnet branding or logo as attached on this document.

3.7 Posts: 1080mm (length) X 75mm Ø (diameter) X 2mm. The posts must be hot-dipped galvanized steel and the lower ⅔ of the post must be filled with concrete. End caps must be securely fitted to the top of the posts.

3.8 The steel arms to be attached to the drum and concrete base to allow for swing must be hot-dipped galvanized and certificate for galvanizing is required.

3.9 The base should be a rectangle with dimensions of length= 600mm, width = 1000mm & thickness = 220mm.

3.10 The base must have reinforcement that is interlinked with the steel arms and must BE coated to prevent early corrosion.

3.11 Only 316 Marine grade heavy-duty stainless-steel nuts, bolts, and washers to be used. The end nuts adjoining the post must be fixed with Loctite and Epoxy

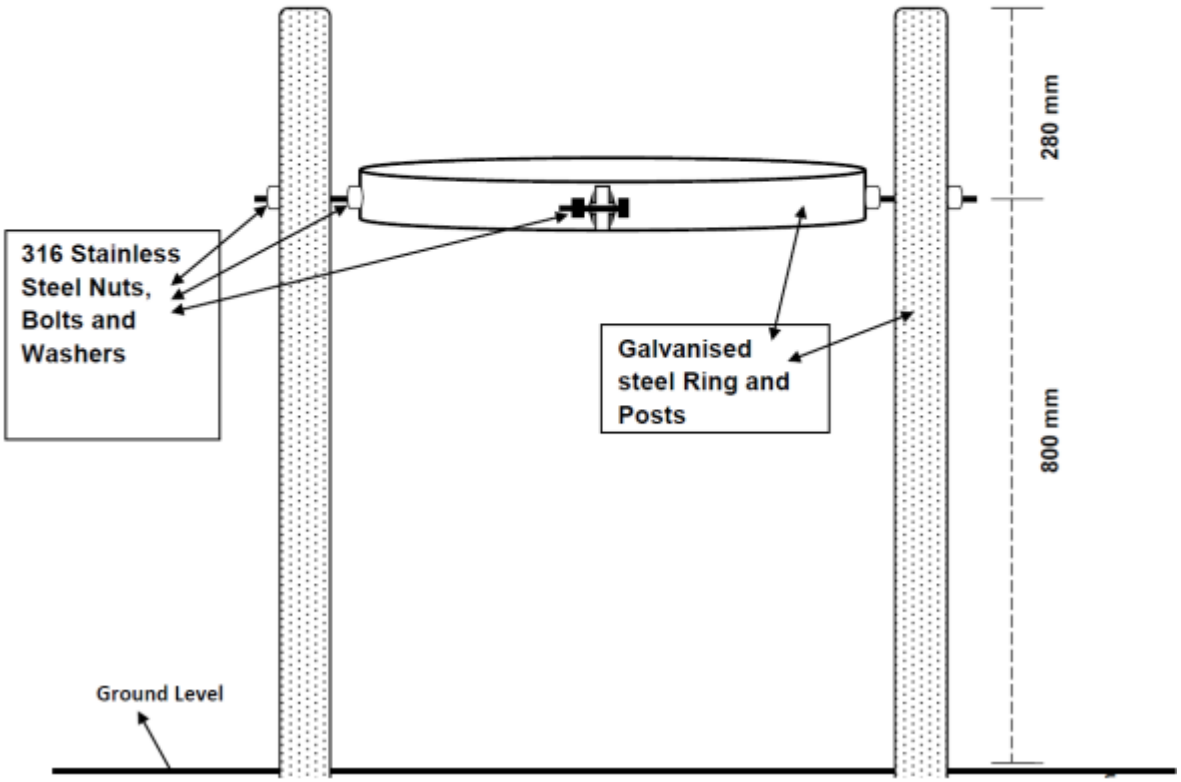
3.12 The ring must be able to rotate freely. Bolts may not protrude more than 30mm from the end nuts.

3.13 All hot dipped galvanised parts should be accompanied with a certificate as proof

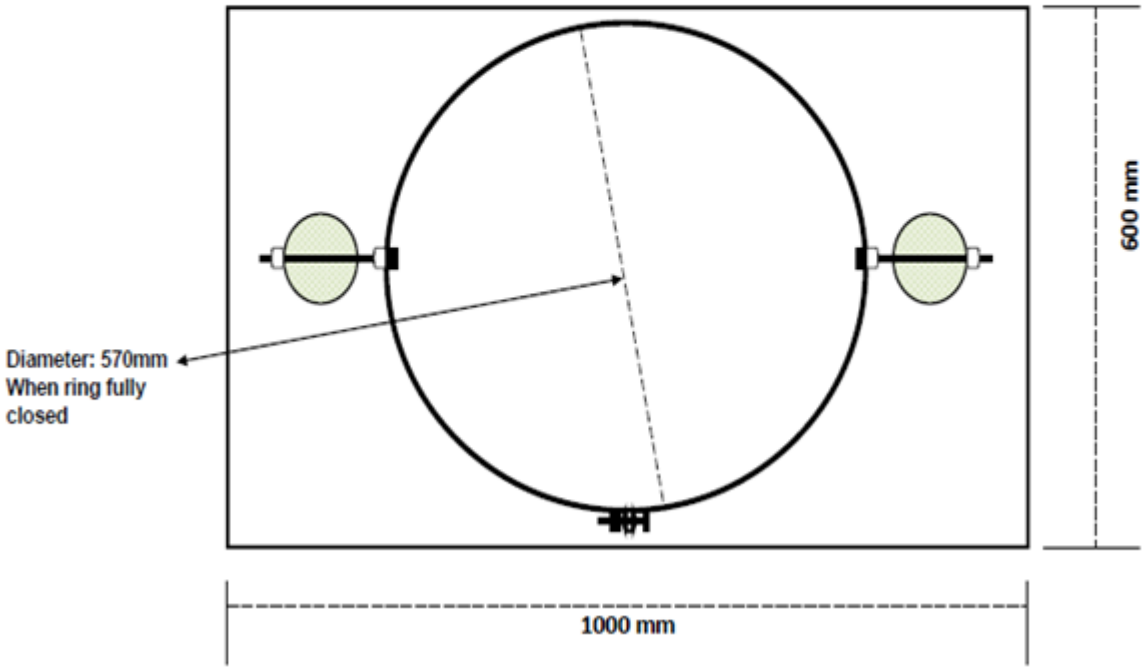
3.14 The bins shall remain the property of the service provider and will require them to be removed from site when the contract terminates or expires.

FRONT VIEW

SWING-BIN STAND



TOP VIEW: **SWING-BIN STAND**





4. REQUIREMENTS

4.1 Service provider is to ensure that they have enough employees to service the entire Port of Durban.

4.2 Service provider must abide to all South African legislation example Labour Relations Act etc.

4.3 Service provider will provide all necessary tools and equipment required to execute work.

4.4. It is the responsibility of the service provider to provide their employees with Personnel Protective Equipment.

5. PLACE OF SERVICE

5.1 The services to be performed herein shall be performed in the Port of Durban. The specific locations of the verge maintenance will be Point, Maydon Wharf, Bayhead (A, B & C), Pier (1&2), Island View Complex and Millennium Tower as designated on the attached "Annexure A".

6. TIME OF SERVICE

6.1 Services are as follows for the week (Monday to Friday);

6.1.1 Time - 08:00 am to 16:00 pm

6.1.2 If there are permitting circumstances that hinder servicing during the week the service providers agree to cover that area on the weekend (Saturday and Sunday).

7. MINIMUM PERSONNEL QUALIFICATIONS

7.1 The individual labour categories for this contract are as follows:

7.1.1 All employees must be in SA legal.

8.2 Skills Required:

8.2.1 Communication Skills (English preferably IsiZulu)

8.2.2 Understand Road rules.

9. TRANSNET NATIONAL PORT AUTHORITY RESPONSIBILITIES

9.1 The service provider will be provided with a site area for provisions of staff, equipment and machinery that would be required to conduct the works.

10. SERVICE PROVIDER RESPONSIBILITIES

10.1 Service provider shall perform the following management functions:

10.1.1 Service provider shall ensure staff operate efficiently and safely, and in accordance with the contract.

10.1.2 Service provider shall ensure staff have all resources necessary to perform & conduct the activities required.

10.1.3 Service provider shall conduct unannounced periodic drills to ensure emergency procedures are adequate and properly followed.

10.1.4 Service provider must always manage and discipline their staff in compliance of LRA.

10.1.5 Service provider must provide transport for their staff which is suitable and lawfully for carrying passengers.

10.1.6 Service provider must ensure that personal hygiene of his personnel and agents must be maintained to an acceptable standard.

10.1.7 The service provider must issue a photo identity card to all his/ her employees, which must be display by each employee. The card must have the following information printed on it:

a. Name of Contractor

b. Full name of employee

c. Identity number of employee

d. Signature of the employee

Please note that all staff will be subject to security clearance as per criteria determined by the Transnet National Ports Authority Security Department.

10.1.8 The service provider must ensure that all staff is neatly attired, on a daily basis, in their overalls which must have reflective stripes together with the necessary Personnel Protective Equipment (PPE) which shall include but not limited to headgear, safety shoes, gloves, etc. Overall clothing to have the name of the service provider printed thereon.

10.1.9 The service provider must ensure that they comply with the COVID 19 regulations placed into effect by the government for the duration of the entire project. If service provider fails to comply with the requirements, Transnet will therefore have to cancel this contract.

11. DAMAGE OF EXISTING FACILITIES

The service provider shall take all the necessary precautions to prevent damage by the service provider's staff to existing features such as infrastructure and any aspect owned by Transnet or third party in the Port of Durban etc. All costs to repair damages will be for the service provider account.

12. DUTIES OF THE SERVICE PROVIDER SUPERVISOR

The role of the supervisor is not limited to supervision of the staff but also include:

- Control and training on equipment usage
- Risk assessments & safe working procedures
- On site liaison between TNPA and service provider
- Discipline of staff
- Monitor time keeping
- Issuing and monitor PPE usage
- Be the middle person between staff and own management in order to deal with day to day issues.
- Perform inspections and monitoring of staff SAFETY HEALTH AND ENVIRONMENT FILE

13. OCCUPATIONAL SAFETY AND HEALTH ACT 85 OF 1993

13.1 For the purpose of the Occupational Safety and Health Act and Regulations (Act No. 85 of 1993) the site is transferred, for the duration of the contract, to the control of the contractor as if it is his property. As employer, he is in every respect responsible for the compliance with the provision of this Act, as well as the application of General Administration Regulations 13 to the employees of Transnet National Ports Authority who visit the site.

13.2 The contractor is to pay special attention and compliance to General Safety Regulations as promulgated in terms of the OSH Act (Act 85 of 1993) and compliance to Transnet Specification E4E, a copy of which is included with this tender.

NB: PLEASE ENSURE THAT ALL PERSONAL PROTECTIVE CLOTHING I.E. SAFETY SHOES, HARD HATS AND REFLECTIVE VESTS IS WORN AT ALL TIMES WHILST ATTENDING SITE BRIEFINGS AND VISITS TO MEET SAFETY REGULATIONS (IF APPLICABLE). COMPLETED SAFETY FILE TO BE SUBMITTED WITHIN 2 WEEKS ONCE PURCHASE ORDER HAS BEEN RECEIVED.

13.3 HEALTH AND SAFETY

All Occupational Health and Safety Act Regulations pertaining to the work being carried out must be adhered to. The Contractor shall be responsible for the precautions and measures to ensure the health and safety of all individuals on the Site and temporary areas (if applicable) outside of the Site, but utilized by the Service Provider, with the prior approval of the Employer.

The Contractor is required to submit a Safety, Health, and Environmental (SHE) file to the risk department for assessment and approval. SHE File is always to be kept on site. The file must contain amongst others the following (Contractor's Obligation):

- Principal Contractors/Contractors Organogram
- Letter Of Good Standing with Compensation Fund
- General Liability Insurance (Summary of Policy)
- Notification Letter of Construction Work ~ Department of Labour (If Applicable)
- Appointments (Inclusive of legal appointments)
- Contractor Induction: Employees and Visitors
- Principal Contractor's SHEQ Policy
- Health & Safety Plan
- Fall Protection Plan inclusive of Fall Protection Risk assessment (If Applicable)
- Risk Assessments (inclusive of action plan to manage controls)
- Method Statements
- Safe Operating Procedures
- Incidents / Accidents Register and Investigation Report Template
- Emergency Contact Telephone Numbers
- Contractor Site Emergency Plan (For Site establishment)
- Documented Proof of Daily Toolbox Safety Talks/ DSTI
- Inspections Checklist
- All Registers
- Welfare Facilities arranged.
- Electrical Compliance (COC) (If Applicable)
- Communication Plan
- Training Records and Competency Certificates
- Employee Personal Profile Dossier completed.
- Staff Medical Certificates (Doctor must be a Medical Practioner)
- Client, Safety, Health And Environmental Specification
- Section 37(2) Agreement
- Health And Safety Training Records - Induction Records And Tool Box Talks
- List Of Sub Service Providers
- Monthly She Meeting Minutes
- First Aid and Equipment
- PPE and Clothing, Register
- Signage
- Environmental Management Plan
- Fall Protection Plan (Inclusive Of Risk Assessment)
- Incident Investigation Report
- Permits (Hot Work, Confine Space, Excavation, Hi-Voltage)
- Material Safety Data Sheets
- Any other information as prescribed by the Risk assessment.

14. ENVIRONMENTAL AND WASTE MANAGEMENT

The tenderer shall provide a detailed Environment Management Plan (EMP) specific to the scope of the project. The EMP must identify the possible environmental impacts of the proposed activity and include measures to minimise, mitigate and manage these impacts.

- Comply with all Environmental legal and other requirements including this specification.
- TNPA must be informed if there are any dead animals or birds so that these can be correctly disposed of by TNPA, as TNPA is responsible for notifying the authorities such as WESSA (Wildlife Environment Society of South Africa).

The Environmental Management Plan (EMP) to be kept on the SHE File must include, but not limited to the following sections detailing possible environmental aspects and impacts and management controls pertaining to aspects and impacts identified:

The EMP must include but not limited to the following sections:

1. Dust Management.

2. Noise control

3. Management of hazardous chemical and flammable substances.

4. Pollution control and spill response.

5. Waste Management.

6. Environmental education and awareness.

7. Housekeeping.

8. Environmental Laws and Regulations relevant to the project.

9. Occurrence management.

10. Management responsibilities.

11. Protection of sensitive/ no-go areas.

12. Monitoring and reporting.

15. The EMP must include an environmental policy signed by Top Management which, as a minimum:

- Is appropriate given the purpose and context of the tenderer's business.

- Includes a commitment to fulfil the tenderer's environmental compliance (legal) obligations.

- Includes a commitment to the protection of the environment, including prevention of pollution.

- Provides framework for setting environmental objectives; and

- Includes a commitment to continual improvement.

15. INSURANCE

The contractor will at his/her own cost take out an insurance policy against any claim, cost, loss or damage resulting from duties and shall ensure that such insurance is valid for the entire period of the contract. The contractor will provide the Transnet National Ports Authority proof of such insurance on demand.

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ANNEXURE B

- **TECHNICAL EVALUATION**

TRANSNET NATIONAL PORTS AUTHORITY

PROVISION FOR THE SUPPLY, SERVICING AND MAINTAINING OF BINS INCLUDING ILLEGAL DUMPING ON AN AS AND WHEN REQUIRED CONTRACT PORT WIDE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

The following documents requested below are compulsory to qualify for the next phase of the evaluation. The service provider will be disqualified if any of the documents listed below is not submitted.

Phase 1 - Pre qualifiers:

A) Service Provider is to submit a proof of a valid Schedule Activity Permit (SAP) as per municipal Bylaws for collection, transporting, and disposing of hazardous waste properly in a legal dumpsite or alternatively submit a letter of agreement between the Waste Management Company (with a Valid SAP proof as per municipal Bylaws) and Service Provider confirming that the waste will be collected, transported, and disposed of hazardous waste properly in a legal dumpsite by the licensed Waste Management Company.
B) The service provider must submit valid TNPA Waste License for the Port of Durban or proof of application to TNPA Port of Durban for a TNPA Waste License.
C) The service provider must submit proof of a valid driver's license with a valid professional driving permit (PDP) for two (2) drivers and valid HAZCHEM Training certificates from an accredited waste management service provider (must be included in the organogram as drivers).

Phase 2 – Proposed Evaluation Criteria

Item	Criteria	Required Information	Sub-Criteria/ Compliance Measure	Max scores
1	**Company Experience**	**1.1 Company Experience Traceable References** Tenderers are requested to demonstrate experience in the hazardous waste management services (paint, cans, oil rags, sandblast grit, contaminated general waste etc.) within the past five (5) years. Submit traceable references such as and reference letter(s) or Completion Certificate(s) as evidence, which include the following; (1) The project description, (2) Client Company name,	**0=** The service provider has submitted no information or inadequate information to determine a score or has submitted reference letters with less than five (5) required elements.	**40**
			20= The service provider has successfully completed a ≤ thirty (30) month contract or an accumulation of contracts which are not less than six (6) months contracts, which in total result in a ≤ thirty (30) month contract duration in the hazardous waste management services within the past five (5) years, with the required five (5) elements.	
			40= The service provider has successfully completed a thirty ≥ (30) < thirty-six (36) month contract or an accumulation of contracts which are not less than six (6) months contracts, which in total result in a thirty (30) < thirty-six (36) month contract duration in the hazardous waste	

		(3) Client contact details (email or telephone), (4) Project duration: start and completion dates (5) Signed by the client NB: A reference letter with less than the 5 required elements will not be accepted. Indicating that they have successfully completed a ≥ thirty-six (36) < forty-two (42) month contract or an accumulation of contracts which are not less than six (6) months contracts, which in total result in a thirty-six (36) month contract duration in the pest control services within the past five (5) years.	management services within the past five (5) years, with the required five (5) elements.		
			60= The service provider has successfully completed a ≥ thirty-six (36) < forty-two (42) month contract or an accumulation of contracts which are not less than six (6) months contracts, which in total result in a ≥ thirty-six (36) < forty-two (42) month contract duration in the hazardous waste management services within the past five (5) years, with the required five (5) elements.	
			80= The service provider has successfully completed a ≥ forty-two (42) < forty-eight (48) month contract or an accumulation of contracts which are not less than six (6) months contracts, which in total result in a forty-two (42) < forty-eight (48) month contract duration in the hazardous waste management services within the past five (5) years, with the required five (5) elements.		
			100= The service provider has successfully completed a ≥ forty-eight (48) month contract or an accumulation of contracts which are not less than six (6) months contracts, which in total result in a ≥ forty-eight (48) month contract duration in the hazardous waste management services within the past five (5) years, with the required five (5) elements.		
2	**Staff Competence**	**2.1 Key Personnel Experience** The experience of assigned key persons in relation to the scope of work will be evaluated from **relevant years of experience** such as follows:		**0=** The Service provider has submitted no information or inadequate information to determine a score.	**30**
				20= Staff do not have sufficient experience. Site Management:	

		a. General experience (total duration of commercial illegal dumping or waste management services activity) and positions held of each discipline specific to each team member. An **organogram** must be submitted including CVs with experience for personnel in terms of all identified posts must include as a minimum but not limited to: **SITE MANAGEMENT**: **I. Service Manager X 1,** Service Manager must have experience (≥5 <6 years) in commercial illegal dumping/waste management services (industrial areas/offices/hospitals/hotels/malls etc.). **II. Safety Officer X 1,** Safety Officer must have experience (≥3 <4 years) in illegal dumping/waste management /Construction. **III. Supervisors X 2,** Supervisors must have experience (≥2 <3 years) in commercial illegal dumping/waste management services (industrial areas/offices/ hospitals/hotels/malls etc.).	**Relevant years of experience**	i. Service Manager (<3 years) ii. Safety Officer (<1 year) iii. Supervisors x 2 (<1 year) **40=** Staff has limited levels of relevant experience. Site Management: i. Service Manager (≥3 <5 years) ii. Safety Officer (≥1 <3 years) iii. Supervisors x 2 (≥1 <2 years) **60=** Staff has reasonable levels of relevant experience. Site Management: i. Service Manager (≥5 <6 years) ii. Safety Officer (≥3 <4 years) iii. Supervisors x 2 (≥2 <3 years) **80=** Staff has extensive levels of relevant experience. Site Management: i. Service Manager (≥6 <7 years) ii. Safety Officer (≥4 <5 years) iii. Supervisors x 2 (≥3 <4 years) **100=** Staff has outstanding levels of relevant experience. Site Management: i. Service Manager (≥7 years) ii. Safety Officer (≥5 years) iii. Supervisors x 2 (≥4 years)	

		2.2 Key Personnel Qualifications The experience of assigned key persons in relation to the scope of work will be evaluated from **education, training, and skills** such as follows: b. The education, training, and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the scope of work. Proof of education and training must be attached to the C.V. An **organogram** must be submitted including CVs with qualifications for personnel for all identified posts should include as a minimum but not limited to: **SITE MANAGEMENT**: **i. Service Manager X 1,** Service Manager must have an accredited NQF level 5 supervisory/project management certificate. ii. **Safety Officer X 1,** Safety Officer must have an accredited NQF level 5 qualification in Occupational Health and Safety. **iii. Supervisors X 2,** Supervisors must have an accredited NQF level 3 supervisory/project management certificate.	**Education, training, and skills**	**0=** The Service provider has submitted no information or inadequate information to determine a score. **20=** Staff does not have project specific education, skills and training as indicated above. i. Service Manager - an accredited NQF Level 3 Supervisory Certificate ii. Safety Officer - an accredited NQF level 3 qualification in Occupational Health and Safety. iii. Supervisors x 2 - an accredited NQF level 1 qualification in supervisory/project management certificate. **40=** Staff has limited levels of project specific education, skills and training as indicated above. i. Service Manager – an accredited NQF Level 4 Supervisory Certificate ii. Safety Officer - an accredited NQF level 4 qualification in Occupational Health and Safety. iii. Supervisors x 2 – an accredited NQF level 2 supervisory/project management certificate. **60=** Staff has reasonable level of project specific education, skills, and training as indicated above. i. Service Manager – an accredited NQF Level 5 Supervisory Certificate ii. Safety Officer – accredited NQF level 5 qualification in Occupational Health and Safety.	**10**

				iii. Supervisors x 2 - an accredited NQF level 3 supervisory/project management certificate.	
				80= Staff has extensive levels of project specific education, skills, training, and experience as indicated above. i. Service Manager – an accredited NQF Level 6 Supervisory/project management Certificate. ii. Safety Officer - an accredited NQF level 6 qualification in Occupational Health and Safety. iii. Supervisors x 2 - an accredited NQF Level 4 Supervisory/project management Certificate	
				100= Staff has outstanding levels of project specific education, skills, training, and experience as indicated above. i. Service Manager – an accredited NQF Level 7 Supervisory/project management Certificate or higher qualification in relation to supervisory. ii. Safety Officer – accredited NQF level 7 or higher qualification in Occupational Health and Safety. iii. Supervisors x 2 - an accredited NQF Level 5 Supervisory/project management Certificate or higher qualification in relation to supervisory.	
3	**3.1 Safety Work Method Statement** The Service provider shall submit documents or required information to ensure SHE compliance in terms of Scope of work:		**0=** No response or submission, or the applicable document was not submitted/the information submitted on the method statement is too generic to determine the score.		**5**

	1. Scope of the work and hazards identified are aligned to risk assessment. 2. Minimum Personal Protective Equipment (PPE) required to complete the job. 3. Personnel required and responsibilities. 4. Resources and equipment required. 5. Emergency procedures.	**20=** Service providers method statement has covered one (1) element specific to the scope of the Project as listed.	
		40= Service providers method statement has covered two (2) elements specific to the scope of the Project as listed.	
		60= Service providers method statement has covered three (3) elements specific to the scope of the Project as listed.	
		80= Service providers method statement has covered four (4) elements specific to the scope of the Project as listed.	
		100= Service providers method statement has covered five (5) elements specific to the scope of the Project as listed.	
	3.2. Risk Assessment Service provider shall submit a detailed Risk Assessment. The information to ensure SHE compliance in terms of Scope of work Baseline risk assessment which as a minimum includes these activities: 1. Identify all the risks and hazards to which persons may be exposed to. 2. Analysis and evaluation of identified risks/ hazards. 3. Measures to mitigate, reduce or control the risks and hazards identified with roles and responsibilities for implementation and control. 4. Defined Risk Assessment methodology in which risks are quantified. 5. Signed Risk assessment by 16.2 Manager/Supervisor appointee in terms of the South African Occupational Health and Safety (OHS) Act or responsible Section 16(2) appointee.	**0=** No response or submission, or the applicable document was not submitted/the information submitted on the method statement is too generic to determine the score.	**5**
		20= Service providers Risk Assessment has covered one (1) risk element specific to the scope of the Project as listed.	
		40= Service providers Risk Assessment has covered two (2) and risk elements specific to the scope of the Project as listed.	
		60= Service providers Risk Assessment has covered tree (3) risk elements specific to the scope of the Project as listed.	
		80= Service providers Risk Assessment has covered four (4) risk elements specific to the scope of the Project as listed.	
		100= Service providers Risk Assessment has covered five (5) risk elements specific to the scope of the Project as listed.	

PROVISION FOR THE SUPPLY, SERVICING AND MAINTAINING OF BINS INCLUDING ILLEGAL DUMPING ON AN AS AND WHEN REQUIRED CONTRACT PORT WIDE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

4	**Environmental**	**4.1 Environmental Management Plan (EMP):** The service provider shall provide a detailed Environment Management Plan (EMP) specific to the scope of the project. The EMP must identify the possible environmental impacts of the proposed activity; and include measures to minimise, mitigate and manage these impacts.	**0=** Environmental Management Plan (EMP) for the proposed activities not submitted/ the information submitted on the risk assessment is too generic to determine the score	**10**
			20= Service provider has submitted an EMP with 1 - 3 key elements met	
			40= Service provider has submitted an EMP with 4 - 6 key elements met.	
			60= Service provider has submitted an EMP with 7 – 9 key elements met.	
			80= Service provider has submitted an EMP with 10 - 12 key elements.	

		The EMP must include but not limited to the following sections: 1. Dust Management. 2. Noise control. 3. Management of hazardous chemical and flammable substances. 4. Pollution control and spill response. 5. Waste Management. 6. Environmental education and awareness. 7. Housekeeping. 8. Environmental Laws and Regulations relevant to the project. 9. Occurrence management. 10. Management responsibilities. 11. Protection of sensitive/ no-go areas. 12. Monitoring and reporting. 13. The EMP must include an environmental policy signed by Top Management which, as a minimum: - Is appropriate given the purpose and context of the service provider's business. - Includes a commitment to fulfil the service provider's environmental compliance (legal) obligations. - Includes a commitment to the protection of the environment, including prevention of pollution.	**100=** Service provider has submitted an EMP with thirteen (13) key elements met.	

		- Provides framework for setting environmental objectives; and - Includes a commitment to continual improvement.				
		TOTAL WEIGHT				**100**
		Minimum qualifying threshold				**60**

TRANSNET NATIONAL PORTS AUTHORITY

PROVISION FOR THE SUPPLY, SERVICING AND MAINTAINING OF BINS INCLUDING ILLEGAL DUMPING ON AN AS AND WHEN REQUIRED CONTRACT PORT WIDE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

Legend:

Sign	**Wording of Sign**
≥	Greater than, equal to
≤	Less than, equal to
<	Less than

TRANSNET NATIONAL PORTS AUTHORITY

PROVISION FOR THE SUPPLY, SERVICING AND MAINTAINING OF BINS INCLUDING ILLEGAL DUMPING ON AN AS AND WHEN REQUIRED CONTRACT PORT WIDE FOR A PERIOD OF THIRTY-SIX (36) MONTHS

COMPILED BY:

_____

Signature

Mnqobi Ngcobo

Facilities Manager (POD)

Date:

RECOMMENDED / NOT RECOMMENDED BY:

_____

Signature

Philani Mbhele

Risk Specialist

Date:

RECOMMENDED / NOT RECOMMENDED BY:

_____

Signature

Aradhana Dasarath-Nandlal

Acting Environmental Manager

Date:

RECOMMENDED / NOT RECOMMENDED BY:

_____

Signature

Bonga Sithole

SHE Manager

Date:

APPROVED / NOT APPROVED BY:

_____

Signature

Mpumzi Flepu

Senior Manager: Facilities Management

Date:

ANNEXURE C

❖ PRICING SCHEDULE

PRICING SCHEDULE

Measurement and Payment

1.1.1 The Pricing schedule provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.

1.1.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the Pricing schedule.

1.1.3 The Pricing schedule work breakdown structure provided by the *Contractor* is based on the activity/milestone provided by the Employer. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The Pricing schedule work breakdown structure is compiled to the satisfaction of the *Employer* with any additions and/or amendments deemed necessary.

1.1.4 The *Contractor's* detailed Pricing schedule summates back to the activity/milestone provided by the *Employer* and is sufficient detail to monitor completion of activities related to the operations on the Accepted Plan in order that payment of completed activities may be assessed.

1.1.5 The Prices are obtained from the Pricing schedule. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.

1.1.6 The prices for any transportation to and from site of the *Contractors* staff (excluding Supervisors) should be included as separate in the pricing schedule. This should be accompanied with a breakdown of cost for all vehicles used by the staff. Which should be covering the collection of staff from the CBD into the various areas located around the Port of Durban.

1.1.7 The *Contractor* should include the price of equipment, material and other consumables as separate in the pricing schedule. This should be accompanied with a breakdown of cost for all the equipment, material and other consumables to be used by the *Contractors* staff.

1.1.8 The *Contractor* should include the price of additional services. This should be accompanied with a breakdown of cost for all the additional services required.

1.1.9 According to the government workers must be compensated as per the minimum wage rate that has been gazetted. Therefore, contractors must make provisions for that in line with the Labour Relations Act.

1.1.10 Note that the CPI is an indicative value for the standardizing of all bids to be received from bidders. The CPI value will be determined and implemented at the award stage based on the present value at that period.

PRICING SCHEDULE

PART A: PRICING SCHEDULE FOR ILLEGAL DUMPING ON AN AS AND WHEN REQUIRED (REFFER TO SITE INFORMATON FOR BREAKDOWN OF SQUARE METERAGE FOR SOME AREAS TO BE COVERED)

The scope required should include the following in terms of all the areas (1,2 &3) mentioned in the pricing schedule below:

1.1 The Service provider shall provide general cleaning of the verges, open field, and Transnet sites etc., sweeping of the road sidewalk and nearest gutters.
1.2 Should there be any medical waste, it should be double bagged, or if there are sharps it needs to be placed in a sharp's medical container and brough to the clinic.
1.3 All accumulated waste (general & hazardous) to be collected from Transnet sites and roads as per the areas listed in the pricing schedule and waste to be disposed to a municipal legal dumping site. The Service Provider will be required to produce a waste disposal certificate for each disposal.
1.4 The waste tyres should be collected from around the Port precincts and will be placed at Transnet sites within the Port.

ITEM	DESCRIPTION	FREQUENCY	SQUARE METER (M^2)	RATE PER M^2	MONTHLY COST	SUB-TOTAL COST FOR TWELVE (12) MONTHS
1	Illegally dumped waste in the Port of Durban items include scope of services from 1.1 to 1.4 (As and When required)	Monthly	317 542			
	Total Yearly 1 Cost (Sub-total cost for twelve (12) months)					
	Total Yearly 2 Cost (Total Yearly 1 Cost*1.05)					
	Total Yearly 3 Cost (Total Yearly 2 Cost*1.055)					
	PART A) Total Cost For Three (3) Years (Total Yearly 1 + Total Yearly Cost 2 + Total Yearly Cost 3)**, exclusive of VAT**					

PART B1: PRICING SCHEDULE FOR SUPPLY OF BINS AS SPECIFIED IN THE SCOPE OF WORK UNDER TECHNICAL SPECIFICATION, SUPPLYING AND PLACING BINS AROUND THE PORT (ONCE OFF)

ITEM	DESCRIPTION	FREQUENCY	QUANTITY OF BINS	COST PER BIN	SUB-TOTAL COST
2	Supply & placing of waste bins around the Port of Durban	Once off	320		
	PART B1: Once Off Cost (Sub-total cost)**, exclusive of VAT**				

NB: The bins shall remain the property of the service provider and will require them to be removed from site when the contract terminates or expires.

PART B2: PRICING SCHEDULE FOR MAINTENANCE AND EMPTYING OF BINS AS AND WHEN REQUIRED AROUND THE PORT

The scope required should include the following in terms of the bins mentioned in the pricing schedule below:

3.1 Maintenance of bins when damaged or in poor condition to restore its aesthetic appeal.
3.2 Emptying of bins as and when necessary, due to bins being full.
3.3 The Service provider shall provide general cleaning of waste and debris 10 meters around the bins,
3.4 All accumulated waste (general & hazardous) to be collected and disposed to a municipal legal dumping site. The Service Provider will be required to produce a waste disposal certificate for each disposal.

ITEM	DESCRIPTION	FREQUENCY	QUANTITY OF BINS	RATE PER BIN	TOTAL PRICE PER MONTH	SUB-TOTAL FOR TWELVE (12) MONTHS
3	Maintenance & emptying of waste bins in the Port of Durban items include scope of services from 3.1 to 3.4 (As and When required)	Monthly	320			
	Total Yearly 1 Cost (Sub-total cost for twelve (12) months)					
	Total Yearly 2 Cost (Total Yearly 1 Cost*1.05)					
	Total Yearly 3 Cost (Total Yearly 2 Cost*1.055)					
	PART B2) Total Cost For Three (3) Years (Total Yearly 1 + Total Yearly Cost 2 + Total Yearly Cost 3)**, exclusive of VAT**					

PART C: PRICING SCHEDULE FOR REMOVAL OF BEES OR SNAKES AS AND WHEN REQUIRED AROUND THE PORT OF DURBAN

ITEM	DESCRIPTION	FREQUENCY	QUANTITY	COST PER SERVICE	SUB-TOTAL COST
4	Removal of bees or snake in the Port of Durban	As and when required	30		
	Total Yearly 1 Cost (Sub-total cost**)**				
	Total Yearly 2 Cost (Total Yearly 1 Cost*1.05)				
	Total Yearly 3 Cost (Total Yearly 2 Cost*1.055)				
	PART C: Total Cost For Three (3) Years (Total Yearly 1 + Total Yearly Cost 2 + Total Yearly Cost 3**), exclusive of VAT**				

FINAL SUMMARY OF PRICING SCHEDULE:

ITEM	DESCRIPTION	TOTAL
1	Part A) Total cost for 3 years, exclusive of VAT:	
2	Part B1) Once off cost, exclusive of VAT:	
3	Part B2) Total cost for 3 years, exclusive of VAT	
4	Part C) Total cost for 3 years, exclusive of VAT	
5	Part D) Safety File (Compliance documents require renewal when about to expire)	
	Total Contract Cost For 3 Years Excluding VAT	
	VAT @15% (Total Contract Cost for 3 years Excluding VAT *0.15**)**	
	Total Contract Cost for 3 Years Including VAT	

ANNEXURE D

❖ MASTER AGREEMENT

MASTER AGREEMENT

entered into by and between

TRANSNET SOC LTD

and

TBA

FOR THE SUPPLY, SERVICING AND MAINTAINING OF BINS INCLUDING ILLEGAL DUMPING ON AN AS AND WHEN REQUIRED BASIS IN THE PORT OF DURBAN FOR A PERIOD OF THIRTY-SIX (36) MONTHS

AGREEMENT NUMBER	**TNPA/2026/08/1867/10416/RFP**
COMMENCEMENT DATE	**TBA**
EXPIRY DATE	**TBA**

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SCHEDULE 1 – WORK ORDER / SCHEDULE OF REQUIREMENTS

1 INTRODUCTION

This Agreement is entered into by and between:

Transnet SOC Ltd [Registration Number 1990/000900/30] whose registered address is **138 Eloff, Street, Braamfontein, Johannesburg, 2000**, Republic of South Africa [**Transnet**]

and

…… [Registration Number ……] whose registered address is …… [**the Service Provider**].

NOW THEREFORE, IT IS AGREED:

1.1 Transnet hereby appoints the Service Provider to provide, and Transnet undertakes to accept the provision of Services provided for herein, as formally agreed between the Parties and in accordance with the Schedule of Requirements / Work Orders issued as a schedule to this Agreement; and

1.2 the Service Provider hereby undertakes to provide the Services provided for herein, as formally agreed between the Parties and in accordance with the Schedule of Requirements issued as a schedule to this Agreement.

2 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

2.1 **AFSA** means the Arbitration Foundation of Southern Africa;

2.2 **Agreement** means this Agreement and its associated schedules and/or annexures and/or appendices, and/or schedules, including the Schedule of Requirements/Work Orders, the technical specifications for the Services and such special conditions as shall apply to this Agreement, together with the General Tender Conditions and any additional provisions in the associated bid documents tendered by the Service Provider [as agreed, in writing, between the Parties], which collectively and exclusively govern the provision of Services and provision of ancillary Services by the Service Provider to Transnet;

2.3 **Assignment** refers to the transfer of rights and obligations in a contract from an assigner to an assignee.

2.4 **Business Day(s)** means Mondays to Fridays between 08:00 and 16:00, excluding public holidays as proclaimed in South Africa;

2.5 **Cession** refers to the transfer of only the rights a service provider has in terms of a contract from it to a third party.

2.6 **Commencement Date** means TBA, notwithstanding the signature date of this Agreement;

2.7 **Confidential Information** means any information or other data, whether in written, oral, graphic or in any other form such as in documents, papers, memoranda, correspondence, notebooks, reports, drawings, diagrams, discs, articles, samples, test results, prototypes, designs, plans, formulae, patents, or inventor's certificates, which a Party discloses or provides to the other Party

[intentionally or unintentionally, or as a result of one Party permitting the representative of the other Party to visit any of its premises], or which otherwise becomes known to a Party, and which is not in the public domain and includes, without limiting the generality of the term:

a) information relating to methods of operation, data and plans of the disclosing Party;

b) the contents of this Agreement;

c) private and personal details of employees or clients of the disclosing Party or any other person where an onus rests on the disclosing Party to maintain the confidentiality of such information;

d) any information disclosed by either Party and which is clearly marked as being confidential or secret;

e) information relating to the strategic objectives and planning of the disclosing Party relating to its existing and planned future business activities;

f) information relating to the past, present and future research and development of the disclosing Party;

g) information relating to the business activities, business relationships, products, services, customers, clients and Subcontractors of the disclosing Party where an onus rests on the disclosing Party to maintain the confidentiality of such information;

h) information contained in the software and associated material and documentation belonging to the disclosing Party;

i) technical and scientific information, Know-How and trade secrets of a disclosing Party including inventions, applications and processes;

j) commercial, financial and marketing information;

k) data concerning architecture, demonstrations, tools and techniques, processes, machinery and equipment of the disclosing Party;

l) plans, designs, concepts, drawings, functional and technical requirements and specifications of the disclosing Party;

m) information concerning faults or defects in Goods, equipment, hardware or software or the incidence of such faults or defects; and

n) information concerning the charges, fees and/or costs of the disclosing Party or its authorised Subcontractors, or their methods, practices or service performance levels actually achieved;

2.8 **Data** means all data, databases, documents, information, graphics, text or other material in an electronic or tangible medium which the Parties to this Agreement generate, collect, process, store or transmit in relation to their business;

2.9 **Expiry Date** means means end of contract;

2.10 **Know-How** means all Confidential Information of whatever nature relating to the Intellectual Property and its exploitation as well as all other Confidential Information generally relating to Transnet's field of technology, including technical information, processing or manufacturing techniques, Designs, specifications, formulae, systems, processes, information concerning materials and marketing and business information in general;

2.11 **Parties** mean the Parties to this Agreement together with their subsidiaries, divisions, business units, successors-in-title and assigns;

2.12 **Party** means either one of these Parties;

2.13 **Price(s)** means the agreed Price(s) for the Services to be purchased from the Service Provider by Transnet, as detailed in the Schedule of Requirements, issued in accordance with this Agreement, as amended by mutual agreement between the Parties and in accordance with the terms and conditions in this Agreement from time to time;

2.14 **Purchase Order(s)** means official orders issued by an operating division of Transnet to the Service Provider for the provision of Services;

2.15 **Service(s)** means the supply, servicing and maintaining of bins including illegal dumping on an as and when required basis in the Port of Durban for a period of thirty-six (36) months, pursuant to the Work Order(s) in terms of this Agreement;

2.16 **Service Level Agreement** or **SLA** means the processes, deliverables, key performance indicators and performance standards relating to the Services to be provided by the Service Provider;

2.17 **Service Provider Materials** means all works of authorship, products and materials [including, but not limited to, data, diagrams, charts, reports, specifications, studies, inventions, software, software development tools, methodologies, ideas, methods, processes, concepts and techniques] owned by, or licensed to, the Service Provider prior to the Commencement Date or independently developed by the Service Provider outside the scope of this Agreement at no expense to Transnet, and used by the Service Provider in the performance of the Services;

2.18 **Staff** means any partner, employee, agent, consultant, independent associate or contractor, Subcontractor and the staff of such Subcontractor, or other authorised representative of either Party;

2.19 **Schedule of Requirements** means Schedule 1 hereto;

2.20 **Subcontract** means any contract or agreement or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Service provider the Services or any part thereof or material used in the manufacture of the Goods or any part thereof;

2.21 **Subcontractor** means the third party with whom the Service Provider enters into a Subcontract;

2.22 **Tax Invoice** means the document as required by Section 20 of the VAT Act, as may be amended from time to time;

2.23 **VAT** means Value-Added Tax chargeable in terms of the VAT Act, 89 of 1991, as may be amended from time to time; and

2.24 **VAT Act** means the Value Added Tax Act, No 89 of 1991, as may be amended from time to time.

2.25 **Work Order(s)** means a detailed scope of work for a Service required by Transnet, including timeframes, Deliverable, Fees and costs for the supply of the Service to Transnet, which may be appended to this Agreement from time to time.

3 INTERPRETATION

3.1 Clause headings in this Agreement are included for ease of reference only and do not form part of this Agreement for the purposes of interpretation or for any other purpose. No provision shall be

construed against or interpreted to the disadvantage of either Party hereto by reason of such Party having or being deemed to have structured or drafted such provision.

3.2 Any term, word or phrase used in this Agreement, other than those defined under the clause heading *"Definitions"* shall be given its plain English meaning, and those terms, words, acronyms, and phrases used in this Agreement will be interpreted in accordance with the generally accepted meanings accorded thereto.

3.3 A reference to the singular incorporates a reference to the plural and *vice versa*.

3.4 A reference to natural persons incorporates a reference to legal persons and *vice versa*.

3.5 A reference to a particular gender incorporates a reference to the other gender.

4 NATURE AND SCOPE

4.1 This Agreement is an agreement under the terms and conditions of which the Service Provider will arrange for the provision to Transnet of the Services which meet the requirements and specifications of Transnet, the delivery of which is controlled by means of Purchase Orders to be issued by Transnet and executed by the Service Provider in accordance with this Agreement.

4.2 Such Purchase Orders and deliveries to Transnet shall be agreed between the Parties from time to time, subject to the terms of the Schedule of Requirements/Work Order.

4.3 Each properly executed Purchase Order forms an inseparable part of this Agreement as if it were fully incorporated into the body of this Agreement.

4.4 During the period of this Agreement, both Parties can make written suggestions for amendments to the Schedule of Requirements/Work Orders in accordance with procedures set out in clause 34 *[Amendment and Change Control]*. A Party will advise the other Party within fourteen [14] Business Days, or such other period as mutually agreed, whether the amendment is acceptable.

4.5 Insofar as any term, provision or condition in the Schedule of Requirements/Work Order conflicts with a like term, provision or condition in this Agreement and/or a Purchase Order, the term or provision or condition in this Master Agreement shall prevail, unless such term or provision or condition in this Master Agreement has been specifically revoked or amended by mutual written agreement between the Parties.

4.6 Time will be of the essence and the Service Provider will perform its obligations under this Agreement in accordance with the timeframe(s) [if any] set out in the relevant schedule, save that the Service Provider will not be liable under this clause if it is unable to meet such obligation within the time required as a direct result of any act or omission by Transnet and it has used its best endeavours to advise Transnet of such act or omission. In the event of such delay, any time deadlines detailed in the relevant schedule shall be extended by a period equal to the period of that delay.

5 AUTHORITY OF PARTIES

5.1 Nothing in this Agreement will constitute or be deemed to constitute a partnership between the Parties, or constitute or be deemed to constitute the Parties as agents or employees of one another for any purpose or in any form whatsoever.

5.2 Neither Party shall be entitled to, or have the power or authority to:

a) enter into an agreement in the name of the other; or

b) give any warranty, representation or undertaking on the other's behalf; or

c) create any liability against the other or bind the other's credit in any way or for any purpose whatsoever.

6 DURATION/TERM AND CANCELLATION

6.1 Notwithstanding the date of signature hereof, the Commencement Date of this Agreement is TBA and the duration shall be for thirty- six (36) months period, expiring on TBA, unless:

a) this Agreement is terminated by either Party in accordance with the provisions incorporated herein or in any schedules or annexures appended hereto, or otherwise in accordance with law or equity; or

b) this Agreement is extended at Transnet's option for a further period to be agreed by the Parties.

6.2 Notwithstanding clause 22 *[Breach and Termination]*, either Party may cancel this Agreement without cause by giving thirty [30] calendar days prior written notice thereof to the other Party, provided that in such instance, this Agreement will nevertheless be applicable in respect of all Purchase Orders which have been placed prior to the date of such cancellation.

7 RISK MANAGEMENT

7.1 Where Transnet determines appropriate, within two [2] weeks from the date of contract signature, the Parties are to meet to prepare and maintain a contract Risk Register. The Risk Register shall include a description of the risks and a description of the actions which are to be taken to avoid or reduce these risks which both Parties shall jointly determne.

7.2 Contract progress meetings shall be held monthly, or unless otherwise agreed between the Parties in writing. The purposes of these progress meetings shall be to capture the number of late deliverables against agreed milestones, actual costs against payment plans, performance issues or concerns, contract requirements not achieved, the status of previous corrective actions and risk management. Minutes of meetings shall be maintained and signed off between the Parties throughout the contract period

8 TRANSNET'S OBLIGATIONS

8.1 Transnet undertakes to promptly comply with any reasonable request by the Service Provider for information, including information concerning Transnet's operations and activities, that relates to the Services as may be necessary for the Service Provider to provide the Services, but for no other purpose. However, Transnet's compliance with any request for information is subject to any internal security rules and requirements and subject to the observance by the Service Provider of its confidentiality obligations under this Agreement.

8.2 The Service Provider shall give Transnet reasonable notice of any information it requires.

8.3 Transnet agrees to provide the Service Provider or its Personnel such access to and use of its facilities as is necessary to allow the Service Provider to perform its obligations under this Agreement.

9 GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

9.1 The Service Provider shall:

a) respond promptly to all complaints and enquiries from Transnet;

b) inform Transnet immediately of any dispute or complaint arising in relation to the provision of services;

c) conduct its business in a professional manner which will reflect positively upon the Service Provider and the Service Provider's services;

d) keep full records clearly indicating all transactions concluded by the Service Provider relating to the delivery of the Services and keep such records for at least 5 [five] years from the date of each such transaction;

e) obtain, and at all times maintain in full force and effect, any and all licences, permits and the like required under applicable laws for the provision of the Services and ancillary Services and the conduct of the business and activities of the Service Provider;

f) observe and ensure compliance with all requirements and obligations as set out in the labour and related legislation of South Africa, including the Occupational Health and Safety Act, 85 of 1993, as may be amended from time to time;

g) observe and ensure compliance with all requirements and objectives of the Transnet Supplier Integrity Pact as agreed to in response to the RFP. The general purpose of the Supplier Integrity Pact is to agree to avoid all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of the procurement event leading to this Agreement and this Agreement itself;

h) comply with all applicable environmental legislation and regulations, demonstrate sound environmental performance and have an environmental management policy which ensures that its products, including the Services or ancillary Services are procured, produced, packaged, delivered and are capable of being used and ultimately disposed of in a way that is environmentally appropriate; and

i) ensure the validity of all renewable certifications, including but not limited to its B-BBEE Verification Certificate, throughout the entire term of this Agreement. Should the Service Provider fail to present Transnet with such renewals as they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the Agreement, to terminate this Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Service Provider.

9.2 The Service Provider acknowledges and agrees that it shall at all times:

a) render the supply of the Services and ancillary Services (if applicable) and perform all its duties with honesty and integrity;

b) communicate openly and honestly with Transnet regarding the supply and performance of the Services and demonstrate a commitment to effecting the supply and performing ancillary Services timeously, efficiently and at least to the required standards;

c) endeavour to provide the highest possible standards of service and workmanship, with a reasonable degree of care and diligence;

d) use its best endeavours and make every diligent effort to meet agreed deadlines;

e) treat its own Staff, as well as all Transnet's Staff, with fairness and courtesy and respect for their human rights;

f) practice and promote its own internal policies aimed at prohibiting and preventing unfair discrimination;

g) treat all enquiries from Transnet in connection with the supply of the Services and/or ancillary Services with courtesy and respond to all enquiries promptly and efficiently. Where the Service Provider is unable to comply with the provisions of this clause, the Service Provider will advise Transnet of the delay and the reasons therefor and will keep Transnet informed of progress made regarding the enquiry;

h) when requested by Transnet, provide clear and accurate information regarding the Service Provider's own policies and procedures, excluding Know-How and other Confidential Information, except where a non-disclosure undertaking has been entered into between the Parties;

i) not allow a conflict of interest to develop between its own interests [or the interests of any of its other customers] and the interests of Transnet;

j) not accept or offer, nor allow, induce or promote the acceptance or offering of any gratuity, enticement, incentive or gift that could reasonably be regarded as bribery or an attempt to otherwise exert undue influence over the recipient;

k) not mislead Transnet or its officers, employees and stakeholders, whether by act or omission;

l) not otherwise act in an unethical manner or do anything which could reasonably be expected to damage or tarnish Transnet's reputation or business image;

m) immediately report to Transnet any unethical, fraudulent or otherwise unlawful conduct of which it becomes aware in connection with Transnet or the supply of Services or ancillary Services to Transnet;

n) ensure that at all times, during the currency of this Agreement, it complies with all obligations and commitments in terms of the provisions of the Income Tax Act, No 58 of 1962, the VAT Act or any other tax legislation relating to their liability for Income Tax, VAT, Pay as You Earn or any other tax. The Service Provider shall further ensure Tax Clearance Compliance, for the duration of this Agreement;

o) not victimise, harass or discriminate against any employee of either Party to this Agreement or any applicant for employment with either Party to this Agreement due to their gender, race, disability, age, religious belief, sexual orientation or part-time status. This provision applies, but is not limited to employment, upgrading, work environment, demotion, transfer, recruitment, recruitment advertising, termination of employment, rates of pay or other forms of compensation and selection for training.

p) shall ensure that its employees, agents and Subcontractors will not breach any applicable discrimination legislation and any amendments and re-enactments thereof.

10 SERVICE PROVIDER'S PERSONNEL

10.1 The Service Provider's Personnel shall be regarded at all times as employees, agents or Subcontractors of the Service Provider and no relationship of employer and employee shall arise between Transnet and any Service Provider Personnel under any circumstances regardless of the degree of supervision that may be exercised over the Personnel by Transnet.

10.2 The Service Provider warrants that all its Personnel will be entitled to work in South Africa or any other country in which the Services are to be performed.

10.3 The Service Provider will ensure that its Personnel comply with all reasonable requirements made known to the Service Provider by Transnet concerning conduct at any Transnet premises or any other premises upon which the Services are to be performed [including but not limited to security regulations, policy standards and codes of practice and health and safety requirements]. The Service Provider will ensure that such Personnel at all times act in a lawful and proper manner in accordance with these requirements.

10.4 Transnet reserves the right to refuse to admit or to remove from any premises occupied by or on behalf of it, any Service Provider Personnel whose admission or presence would, in the reasonable opinion of Transnet, be undesirable or who represents a threat to confidentiality or security or whose presence would be in breach of any rules and regulations governing Transnet's Personnel, provided that Transnet notifies the Service Provider of any such refusal [with reasons why]. The reasonable exclusion of any such individual from such premises shall not relieve the Service Provider from the performance of its obligations under this Agreement.

10.5 The Service Provider agrees to use all reasonable endeavours to ensure the continuity of its Personnel assigned to perform the Services. If any re-assignment by the Service Provider of those Personnel is necessary, or if Transnet advises that any such Personnel assigned are in any respect unsatisfactory, including where any such Personnel are, or are expected to be or have been absent for any period, then the Service Provider will promptly supply a replacement of equivalent calibre and experience, and any such replacement shall be approved by Transnet prior to commencing provision of the Services, such approval not to be unreasonably withheld or delayed.

11 SUBCONTRACTING

11.1 The Service Provider may only enter into a subcontracting arrangement or replace a subcontractor with the approval of Transnet.

11.2 If the Service Provider subcontracts a portion of the contract to another person without declaring it to Transnet reserves the right to penalise the Service Provider up to 10% of the value of the contract.

11.3 Where the Service Provider seeks to replace a subcontractor Transnet shall be entitled to obtain representations or input from the initial subcontractor who was part of the tender process whose credentials were used in the Service Provider’s tender submission. Transnet shall consider input from all parties concerned, in order to take a decision on the proposed replacement of the subcontractor. The subcontracting arrangement or contract remains between the Service Provider [main contractor] and the subcontractor.

11.4 Should Transnet approve the Service Provider’s subcontracting arrangement, the Service Provider and not the Sub-contractor will at all times be held liable for performance in terms of its contractual obligations.

11.5 The Service Provider may not subcontract in such a manner that the the overall value of the contract is reduced to below the stipulated minimum threshold.

11.6 The Service Provider may not subcontract 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 of contributor than the Service Provider, unless the contract is subcontracted to an Exempted Micro Enterprise [EME] that has the capability and ability to execute the Subcontract.

12 PAYMENT TO SUB-CONTRACTORS

12.1 Transnet reserves the right, in its sole discretion, to make payment directly to the sub-contractor of the Service Provider, subject to the following conditions:

a) Receipt of an undisputed invoice from the sub-contractor; and

b) Receipt of written confirmation from the Service Provider that the amounts claimed by the sub-contractor are correct and that the services for which the sub-contractor has requested payment were rendered to the satisfaction of the Service Provider, against the required standards.

12.2 Nothing contained in this clause must be interpreted as bestowing on any sub-contractor a right or legitimate expectation to be paid directly by Transnet. Furthermore, this clause does not bestow any right or legitimate expectation on the Service provider to demand that Transnet pay its sub-contractor directly. The decision to pay any sub-contractor directly, remains that of Transnet alone.

12.3 The Service Provider remains liable for its contractual obligations under the Agreement, including all services rendered by the sub-contractor.

12.4 This clause does not establish any contractual relationship between Transnet and any sub-contractor of the Service Provider, whatsoever.

13 B-BBEE AND SOCIO-ECONOMIC OBLIGATIONS

13.1 **B-BBEE Scorecard**

a) Transnet fully endorses and supports the Broad-Based Black Economic Empowerment Programme and is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.

b) In response to this requirement, the Service Provider shall submit to Transnet's Contract Manager or such other designated person details of its B-BBEE status in terms of the latest Codes of Good Practice issued in terms of the B-BBEE Act and proof thereof at the beginning of March each year during the currency of this Agreement.

c) The Service Provider undertakes to notify and provide full details to Transnet in the event there is:

(i) a change in the Service Provider's B-BBEE status which is less than what it was at the time of its appointment including the impact thereof; and

(ii) a corporate or internal restructure or change in control of the Service Provider which has or likely to impact negatively on the Service Provider's B-BBEE status.

d) Notwithstanding any other reporting requirement in terms hereof, the Service Provider undertakes to provide any B-BBEE data [underlying data relating to the Service Provider which has been relied upon or utilised by a verification agency or auditor for the purposes of issuing a verification certificate in respect of the Service Provider B-BBEE status] which Transnet may request on written notice within thirty [30] calendar days of such request. A failure to provide such data shall constitute a Service Provider Default and may be dealt with in accordance with the provisions of clause 23.

e) In the event there is a change in the Service Provider's B-BBEE status, then the provisions of clause 23 shall apply.

13.2 **Green Economy/Carbon Footprint**

a) The Service Provider has in its bid provided Transnet with an understanding of the Service Provider's position with regard to issues such as waste disposal, recycling and energy conservation.

14 PENALTIES

14.1 Penalties for Non-compliance to Service Level Agreement

Where the Service Provider fails to deliver the Services within the agreed and accepted milestone timelines and provided that the cause of the delay was not due to a fault of Transnet, penalties shall be imposed as outlined in the Service Level Agreement (SLA).

The Service Provider will be required to sign a Service Level Agreement wherein the sevice levels relating to delivery timelines are agreed. The Service Provider must ensure that they comply with the service levels, failing which, it will be subject to penalties as per the Service Level Agreement which shall not exceed 10% of the total cost of the invoice in question. The Service Provider shall sign the Service Level Agreement not by not later than fourteen (14) working days after the signing of the Agreement, failing which, Transnet reserves its right to terminate the Agreement.

15 FEES AND EXPENSES RELATING TO SERVICES

15.1 In consideration of the provision of the Services, Transnet will pay to the Service Provider the Fees detailed in the relevant schedule or Work Order.

15.2 Transnet will not be invoiced for materials used in the provision of the Services save for those materials [if any] set out in the Work Order and accepted by Transnet or in any relevant Work Order [which will be invoiced to Transnet at cost].

15.3 Unless otherwise agreed in a schedule or Work Order, Transnet will reimburse to the Service Provider all reasonable and proper expenses incurred directly and solely in connection with the provision of the Services, provided that all such expenses:

a) are agreed by Transnet in advance;

b) are incurred in accordance with Transnet's standard travel and expenses policies;

c) are passed on to Transnet at cost with no administration fee; and

d) will only be reimbursed if supported by relevant receipts.

15.4 All Tax Invoices relating to Fees, out of pocket expenses and, if applicable, travel and accommodation costs, will provide the detail for each of the Personnel carrying out the Services and incurring the expenses, and the Tax Invoice will, where appropriate, include VAT as a separate item.

16 INVOICES AND PAYMENT

16.1 Transnet shall pay the Service Provider the amounts stipulated in each Purchase Order/Work Order, subject to the terms and conditions of this Agreement.

16.2 Transnet shall pay such amounts to the Service Provider upon receipt of a valid and undisputed Tax Invoice together with the supporting documentation, as specified in the Schedule of Requirements appended hereto, once the valid and undisputed Tax Invoices or such portions of the Tax Invoices which are valid and undisputed become due and payable to the Service Provider for the delivery of the Services ordered, in terms of clause 16.5 below.

16.3 Transnet may, pending an investigation, withhold any payments to the Service Provider, in the case where irregular expenditure has been identified in the particular contract and that there is reasonable suspicion that the Service Provider is involved or was aware that the contract transgressed any legislation.

16.4 All Prices set out in this Agreement and the Schedule of Requirements hereto are to be indicated inclusive and exclusive of VAT, which will be payable at the applicable rate in ZAR.

16.5 Unless otherwise provided for in the Schedule of Requirements appended to this Agreement, Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by Transnet within thirty [30] calendar days after date of receipt by Transnet of the Service Provider's statement together with the relevant valid and undisputed Tax Invoice(s) and supporting documentation.

16.6 Where the payment of any Tax Invoice, or any part of a Tax Invoice which is not in dispute, is not made in accordance with this clause, the Service Provider shall be entitled to charge interest on the outstanding amount, at The Standard Bank of South Africa's prime rate of interest in force, for the period from the due date of payment until the outstanding amount is paid.

16.7 The Service Provider shall remain the owner of all plant, material, machinery, equipment and the like [collectively, **the Service Provider's Services**] provided to Transnet until Transnet has paid in full for the Service Provider's Services, it being specifically agreed that Transnet shall acquire no rights [including liens] of whatsoever nature in such Service provider's Services until date of final payment by Transnet. Subject to the aforegoing, all risk and benefit to the Service Provider's Services shall pass from the Service Provider to Transnet on provision of the Service Provider's Services by the Service Provider's to Transnet.

17 PRICE ADJUSTMENTS

17.1 Prices for Services supplied in terms of this Agreement will be fixed for year one (1), year two (2) and year three (3) will be adjusted with the % published by Stats SA at that time of Adjustment.

17.2 No less than 2 [two] months prior to any proposed Price adjustment, the Parties shall commence negotiations for prices for the next period or as otherwise indicated in Schedule 1 hereto.

17.3 Pursuant to clause 17.2 above, the Service Provider shall keep full and accurate records of all costs associated with the supply of the Services to Transnet, in a form to be approved in writing by Transnet. The Service Provider shall produce such records to Transnet for inspection at all reasonable times on request and such records may, at Transnet's option, be audited by Transnet or its designated representatives.

18 WARRANTIES APPLICABLE TO SERVICES

18.1 The Service Provider warrants to Transnet that:

a) it has full capacity and authority to enter into and to perform this Agreement and that this Agreement is executed by a duly authorised representatives of the Service Provider;

b) it will discharge its obligations under this Agreement and any annexure, appendix or schedule hereto with all due skill, care and diligence;

c) it will be solely responsible for the payment of remuneration and associated benefits, if any, of its Personnel and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;

d) it will procure licences for Transnet in respect of all Third Party Material detailed in the Work Order(s), and will procure the right for Transnet to take such copies [in whole or in part] of such Third Party Materials as it may reasonably require for the purposes of back-up for archiving and disaster recovery; and

e) the use or possession by Transnet of any Materials will not subject Transnet to any claim for infringement of any Intellectual Property Rights of any third party.

18.2 The Service Provider warrants that it will perform its obligations under this Agreement in accordance with the Service Levels as defined in the relevant schedule. Transnet may at its discretion audit compliance with the Service Levels, provided that any such audit is carried out with reasonable prior notice and in a reasonable way so as not to have an adverse effect on the performance of the Services. Without prejudice to clause 18.3 below, in the event that the Service Provider fails to meet the Service Levels, Transnet may claim appropriate service credits or invoke a retention of Fees as detailed in the relevant schedule and/or Work Order.

18.3 The Service Provider warrants that for a period of ninety [90] calendar days from Acceptance of the Deliverables they will, if properly used, conform in all material respects with the requirements set out in the relevant schedule. The Service Provider will at its expense remedy any such non-conformance as soon as possible but in any event within thirty [30] calendar days of notification by Transnet. In the event that the Service Provider fails or is unable to remedy such non-conformance within such time-scale, Transnet will be entitled to employ a third party to do so in place of the Service Provider and any excess charges or costs incurred by Transnet as a result shall be paid by the Service Provider.

18.4 The Service Provider will remedy any defect within thirty [30] calendar days of being notified of that defect by Transnet in writing.

18.5 The Service Provider will not be liable to remedy any problem arising from or caused by any modification made by Transnet to the Deliverables, or any part thereof, without the prior approval of the Service Provider.

18.6 The Service Provider shall advise Transnet of the effects of any steps proposed by Transnet pursuant to clause 18.5 above, including but not limited to any cost implications or any disruption or delay in the performance of the Services. The Parties agree that any changes to the Services, including the charges for the Services or any timetables for delivery of the Services, will be agreed in accordance with the change control procedure, as set out in clause 33 *[Amendment and Change Control].*

18.7 The Service Provider undertakes to comply with South Africa's general privacy protection in terms of Section 14 of the Bill of Rights in connection with this Agreement and shall procure that its Personnel shall observe the provisions of Section 14 [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

18.8 The Service Provider warrants that it has taken all reasonable precautions to ensure that, in the event of a disaster, the impact of such disaster on the ability of the Service Provider to comply with its obligations under this Agreement will be reduced to the greatest extent possible, and that the

Service Provider shall ensure that it has appropriate, tested and documented recovery arrangements in place.

19 THIRD PARTY INDEMNITY

The Service Provider hereby indemnifies and shall hold Transnet harmless against any damages suffered by or claims arising against Transnet in respect of clause 18 above. The Service Provider acknowledges that Transnet, in its capacity as landowner, may be subject to regulatory enforcement actions, including directives, fines, or penalties imposed by competent authorities for non-compliance with applicable environmental legislation. Accordingly, the Service Provider agrees to indemnify and hold Transnet harmless against any such fines, penalties, costs, or expenses incurred by Transnet, whether directly or indirectly, as a result of the Service Provider's poor performance, negligence, or failure to comply with its contractual or legal obligations.

20 TOTAL OR PARTIAL FAILURE TO PERFORM

20.1 In the case of Services to be specially provided for it, if Transnet at any time ascertains that:

a) No provisioning of the Services specified in a Purchase Order has commenced and there is little or no prospect, in Transnet's opinion, that manufacturing will commence within a reasonable time; or

b) provision of any of the Services is being or is likely to be delayed beyond the promised provising date(s), and there is little or no prospect of the Purchase Order(s) being carried out within reasonable adherence to the promised providing rate(s) or time(s),

then Transnet may, irrespective of the cause of the delay, by notice to the Service provider, cancel as from a future date specified in such notice the whole or any part of this Agreement or Purchase Order in respect of which the Goods to be supplied have not been completed by that date, without incurring any liability by reason of such cancellation except as provided in this clause.

20.2 The Service Provider shall thereupon, as soon as possible after such date, deliver to Transnet the Services [if any] already completed, and payment for the part performance shall be made on a pro rata basis, provided the uncompleted part is not an integral or essential part of the completed Services. Where an integral or essential part of the work has not been completed, the amount to be paid to the Service Provider will be calculated on the basis of Transnet's enrichment. The Service Provider shall, wherever practicable, supply Transnet with the necessary drawings and/or specifications to enable it to complete the work.

20.3 Whenever, in any case not covered by clause 20.1 above, the Service provider fails or neglects to execute the work or to deliver any portion of the Services as required by the terms of this Agreement or Purchase Order, Transnet may cancel this Agreement or Purchase Order in so far as it relates to the unexecuted work or the undelivered or rejected portion of the Services, and in such event, the supply of the remaining portion shall remain subject in all respects to these conditions.

21 RIGHTS ON CANCELLATION

21.1 If this Agreement or Purchase Order is cancelled in whole or in part in terms of clause 20 *[Total or Partial Failure to Perform]*, Transnet may execute or complete this Agreement with any other entity and do so on such terms as it may deem proper, or may procure other comparable Services in substitution for those neglected to be manufactured or supplied or rejected as aforesaid, and may recover from the Service provider the difference between the cost of such Services and the Price [if

the latter was lower] as well as any costs and expenses [including any additional transport costs] which Transnet may have had to incur in consequence of the Service Provider's default.

21.2 Any amount which may be recoverable from the Service Provider in terms of clause 21.1 above, without prejudice to any other legal remedies available to Transnet, may be deducted in whole or in part from any monies in the hands of Transnet and due for payment to the Service Provider.

22 BREACH AND TERMINATION

22.1 Termination in accordance with clause 6 [Term and Cancellation] shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party and all provisions which are to survive this Agreement or impliedly do so shall remain in force and in effect.

22.2 On termination of this Agreement or a Work Order, the Service Provider will immediately deliver up, and procure that its Personnel will immediately deliver up to Transnet, all Deliverables and property belonging to Transnet [or, in the event of termination of a Work Order, such as is relevant to that Work Order] which may be in the possession of, or under the control of the Service Provider, and certify to Transnet in writing that this has been done.

22.3 To the extent that any of the Deliverables and property referred to in clause 22.2 above are in electronic form and contained on non-detachable storage devices, the Service Provider will provide Transnet with unencrypted copies of the same on magnetic media and will irretrievably destroy and delete copies so held.

22.4 In the event that this Agreement is terminated by the Service Provider under clause 6 [Term and Cancellation], or in the event that a Work Order is terminated by Transnet under clause 21 [Breach and Consequences of Termination], Transnet will pay to the Service Provider all outstanding Fees [apportioned on a pro rata basis] relating to the work undertaken by the Service Provider up until the date of such termination. Transnet will also pay the costs of any services and materials ordered by the Service Provider in relation to the such work for which the Service Provider has paid or is legally obliged to pay, in which case, on provision of such services or materials, the Service Provider will promptly provide such services and materials to Transnet or as it may direct.

22.5 If either Party [**the Defaulting Party**] commits a material breach of this Agreement and fails to remedy such breach within thirty [30] calendar days of written notice thereof, the other Party [hereinafter **the Aggrieved Party**], shall be entitled, in addition to any other rights and remedies that it may have in terms of this Agreement, to terminate this Agreement forthwith without any liability and without prejudice to any claims which the Aggrieved Party may have for damages against the Defaulting Party.

22.6 Either Party may terminate this Agreement forthwith by notice in writing to the other Party when the other Party is unable to pay its debts as they fall due or commits any act or omission which would be an act of insolvency in terms of the Insolvency Act, 24 of 1936 [as amended from time to time], or if any action, application or proceeding is made with regard to it for:

a) a voluntary arrangement or composition or reconstruction of its debts;

b) its winding-up or dissolution;

c) the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer;

d) any similar action, application or proceeding in any jurisdiction to which it is subject.

22.7 Transnet may terminate this Agreement at any time within two [2] months of becoming aware of a change of control of the Service Provider by notice in writing to the Service Provider. For the

purposes of this clause, **control** means the right to direct the affairs of a company whether by ownership of shares, membership of the board of directors, agreement or otherwise.

22.8 Notwithstanding this clause 22, Transnet may cancel this Agreementwithout cause by giving thirty [30] calendar days prior written notice thereof to the Service Provider, or

22.9 The provisions of clauses 2 *[Definitions]*, 17 *[Warranties]*, 20 *[Rights on Cancellation]*, 25 *[Confidentiality]*, 27 *[Limitation of Liability]*, , 30 *[Dispute Resolution]* and 35.1 *[Governing Law]* shall survive termination or expiry of this Agreement.

23 CESSIONS AND ASSIGNMENTS AS PER NT INSTRUCTION NOTE 08 OF 2022/2023

23.1 The Service Provider is not allowed to cede its rights for payment in terms of this Agreement without prior written approval from Transnet. Cession shall only be applicable as follows:

a) Cession must only be applicable to the transfer of right to payment for services rendered by a Service Provider to an FSP or State Institutions;

b) The written request for cession must be by the Service Provider and not a third party; and

c) The written request by the Service Provider must be accompanied by the cession agreement.

23.2 The Service Provider is prohibited from transferring its rights and obligations to perform under this contract. Assignments are against the principles of section 217 of the Constitution mainly, fairness, transparency and competitiveness.

24 FORCE MAJEURE

24.1 Neither Party shall have any claim against the other Party arising from any failure or delay in the performance of any obligation of either Party under this Agreement caused by an act of force majeure such as acts of God, fire, flood, war, lockout, government action, laws or regulations, terrorism or civil disturbance, defaults or other circumstances or factors beyond the reasonable control of either Party, and to the extent that the performance of obligations of either Party hereunder is delayed by virtue of the aforegoing, any period stipulated for any such performance shall be reasonably extended. Transnet may however rely on strikes, industrial dispute and riots as a ground of force majeure.

24.2 Each Party will take all reasonable steps by whatever lawful means that are available to resume full performance as soon as practicable and will seek agreement to modification of the relevant provisions of this Agreement in order to accommodate the new circumstances caused by the act of *force majeure*. If a Party fails to agree with such modifications proposed by the other Party within ninety [90] calendar days of the act of *force majeure* first occurring, either Party may thereafter terminate this Agreement with immediate notice.

25 PROTECTION OF PERSONAL INFORMATION

a) The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Personal Information Act 4 of 2013 ["POPIA"]:

consent; person; personal information; processing; record; Regulator as well as any terms derived from these terms of the POPIA

b) Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

c) Transnet agrees that in submitting any information or documentation requested in the RFP and in this Agreement, the Service Provider consents to the processing of their personal information for the purpose of, but not limited to, risk assessment, contract award, contract management, auditing, legal opinions/litigation, investigations [if applicable], document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.

d) The Parties agree that they may obtain and have access to personal information for the fulfilment of the rights and obligations contained herein. In performing the obligations as set out in this Agreement, the Parties shall at all times ensure that:

i. they process personal information only for the express purpose for which it was obtained;

ii. once processed for the purposes for which it was obtained, all personal information will be destroyed to an extent that it cannot be reconstructed to its original form, subject to any legal retention requirements;

iii. Personal information is provided only to authorised personnel who strictly require the personal information to carry out the Parties' respective obligations under this Agreement;

iv. they do not disclose personal information of the other Party, other than in terms of this Agreement;

v. they have all reasonable technical and organisational measures in place to protect all personal information from unauthorised access and/or use;

vi. they have appropriate technical and organisational measures in place to safeguard the security, integrity and authenticity of all information in their possession or under their control in terms of this Agreement;

vii. they identify all reasonably foreseeable internal and external risks to personal information in their possession or under their control; establish and maintain appropriate safeguards against the risks identified; regularly verify that the safeguards are effectively implemented; and ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;

viii. such personal information is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access.

25.1 The Parties agree that if personal information will be processed for additional purposes beyond the original purpose for which it was obtained, explicit consent must be obtained beforehand from those persons whose information will be subject to such processing.

25.2 Should it be necessary for either Party to disclose or otherwise make available the personal information to any third party [including sub-contractors and employees] that is not already consented to, it may do so only with the prior written consent of the other Party. The Party requiring such consent shall require of all such third parties, appropriate written undertakings to be provided, containing similar terms to that set forth in this clause, and dealing with that third party's obligations in respect of its processing of the personal information. Following approval by the other

Party, the Party requiring consent agrees that the provisions of this clause shall *mutatis mutandis* apply to all authorised third parties who process personal information.

25.3 The Parties shall ensure that any persons authorized to process information on their behalf [including employees and third parties] will safeguard the security, integrity and authenticity of all information. Where necessary to meet this requirement, the Parties shall keep all personal information and any analyses, profiles, or documents derived therefrom logically separated from all other information and documentation held by it.

25.4 The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the personal information in its possession or under its control. The Parties shall implement and maintain appropriate safeguards against the risks which it identifies and shall also regularly verify that the safeguards which it has in place have been effectively implemented.

25.5 The Parties agree that they will promptly return, destroy or de-identify any personal information in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected in relation to this Agreement, subject to any legal retention requirements. This may be at the request of the other Party and includes circumstances where a person has requested the Parties to delete all instances of their personal information. The information will be destroyed or de-identified in such a manner that it cannot be reconstructed to its original form, linking it to any particular individual or organisation.

25.6 Personal Information security breach:

a) Each Party shall notify the other party in writing as soon as possible after it becomes aware of or suspects any loss, unauthorised access or unlawful use of any personal information and shall, at its own cost, take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible. The Parties shall also be required to provide each other with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity of the unauthorised person who may have accessed or acquired the personal information.

b) The Parties shall provide on-going updates on the progress in resolving the compromise at reasonable intervals until such time as the compromise is resolved.

c) Where required, the Parties must notify the South African Police Service; and/or the State Security Agency and the Information Regulator and the affected persons of the security breach. Any such notification shall always include sufficient information to allow the persons to take protective measures against the potential consequences of the compromise.

d) The Parties undertake to co-operate in any investigations relating to security which is carried out by or on behalf of the other including providing any information or material in its possession or control and implementing new security measures.

26 CONFIDENTIALITY

26.1 The Parties hereby undertake the following with regard to Confidential Information:

a) not to divulge or disclose to any person whomsoever in any form or manner whatsoever, either directly or indirectly, any Confidential Information of the other without the prior written consent of such other Party, other than when called upon to do so in accordance with a statute, or by a court having jurisdiction, or by any other duly authorised and

empowered authority or official, in which event the Party concerned shall do what is reasonably possible to inform the other of such a demand and each shall assist the other in seeking appropriate relief or the instituting of a defensive action to protect the Confidential Information concerned;

b) not to use, exploit, permit the use of, directly or indirectly, or in any other manner whatsoever apply the Confidential Information disclosed to it as a result of this Agreement, for any purpose whatsoever other than for the purpose for which it is disclosed or otherwise than in strict compliance with the provisions in this Agreement;

c) not to make any notes, sketches, drawings, photographs or copies of any kind of any part of the disclosed Confidential Information without the prior written consent of such other Party, except when reasonably necessary for the purpose of this Agreement, in which case such copies shall be regarded as Confidential Information;

d) not to de-compile, disassemble or reverse engineer any composition, compilation, concept application, item, component de-compilation, including software or hardware disclosed and shall not analyse any sample provided by Transnet, or otherwise determine the composition or structure or cause to permit these tasks to be carried out except in the performance of its obligations pursuant to this Agreement;

e) not to exercise less care to safeguard Transnet Confidential Information than the Party exercises in safeguarding its own competitive, sensitive or Confidential Information;

f) Confidential Information disclosed by either Party to the other or by either Party to any other party used by such party in the performance of this Agreement, shall be dealt with as "restricted" or shall be dealt with according to any other appropriate level of confidentiality relevant to the nature of the information concerned, agreed between the Parties concerned and stipulated in writing for such information in such cases;

g) the Parties shall not make or permit to be made by any other person subject to their control, any public statements or issue press releases or disclose Confidential Information with regard to any matter related to this Agreement, unless written authorisation to do so has first been obtained from the Party first disclosing such information;

h) each Party shall be entitled to disclose such aspects of Confidential Information as may be relevant to one or more technically qualified employees or consultants of the Party who are required in the course of their duties to receive the Confidential Information for the Permitted Purpose provided that the employee or consultant concerned has a legitimate interest therein, and then only to the extent necessary for the Permitted Purpose, and is informed by the Party of the confidential nature of the Confidential Information and the obligations of the confidentiality to which such disclosure is subject and the Party shall ensure such employees or consultants honour such obligations;

i) each Party shall notify the other Party of the name of each person or entity to whom any Confidential Information has been disclosed as soon as practicable after such disclosure;

j) each Party shall ensure that any person or entity to which it discloses Confidential Information shall observe and perform all of the covenants the Party has accepted in this Agreement as if such person or entity has signed this Agreement. The Party disclosing the Confidential Information shall be responsible for any breach of the provisions of this Agreement by such person or entity; and

k) each Party may by written notice to the other Party specify which of the Party's employees, officers or agents are required to sign a non-disclosure undertaking.

26.2 The duties and obligations with regard to Confidential Information in this clause 25 shall not apply where:

a) a Party can demonstrate that such information is already in the public domain or becomes available to the public through no breach of this Agreement by that Party, or its Staff; or

b) was rightfully in a Party's possession prior to receipt from the other Party, as proven by the first-mentioned Party's written records, without an infringement of an obligation or duty of confidentiality; or

c) can be proved to have been rightfully received by a Party from a third party without a breach of a duty or obligation of confidentiality; or

d) is independently developed by a Party as proven by its written records.

26.3 This clause 25 shall survive termination for any reason of this Agreement and shall remain in force and effect from the Commencement Date of this Agreement and five [5] years after the termination of this Agreement. Upon termination of this Agreement, all documentation furnished to the Service Provider by Transnet pursuant to this Agreement shall be returned to Transnet including, without limitation, all corporate identity equipment including dyes, blocks, labels, advertising matter, printing matter and the like.

27 INSURANCES

27.1 Without limiting the liability of the Service Provider under this Agreement, the Service Provider shall take out insurance in respect of all risks for which it is prudent for the Service Provider to insure against, including any liability it may have as a result of its activities under this Agreement for theft, destruction, death or injury to any person and damage to property. The level of insurance will be kept under review by Transnet, on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Service Provider.

27.2 The Service Provider shall arrange insurance with reputable insurers and will produce to Transnet evidence of the existence of the policies on an annual basis within thirty [30] calendar days after date of policy renewals.

27.3 Subject to clause 27.4 below, if the Service Provider fails to effect adequate insurance under this clause 26, it shall notify Transnet in writing as soon as it becomes aware of the reduction or inadequate cover and Transnet may arrange or purchase such insurance on behalf of the Service Provider. The Service Provider shall promptly reimburse Transnet for any premiums paid provided such insurance protects the Service Provider's liability. Transnet assumes no responsibility for such insurance being adequate to protect all of the Service Provider's liability.

27.4 In the event that the Service Provider receives written notice from its insurers advising of the termination of its insurance cover referred to in clause 27.1 above or if the insurance ceases to be available upon commercially reasonable terms, the Service Provider shall immediately notify Transnet in writing of such termination and/or unavailability, whereafter either the Service Provider or Transnet may terminate this Agreement on giving the other Party not less than thirty [30] calendar days prior written notice to that effect.

28 LIMITATION OF LIABILITY

28.1 The Service Provider's liability under this clause 27 shall be in addition to any warranty or condition of any kind, express or implied by law or otherwise, relating to the Services or ancillary Services, including the quality of the Services or ancillary Services or any materials delivered pursuant to this Agreement.

28.2 Neither Party excludes or limits liability to the other Party for:

a) death or personal injury caused by its negligence, [including its employees', agents' or Subcontractors' negligence]; or

b) fraud or theft.

28.3 The Service Provider shall indemnify and keep Transnet indemnified from and against liability for damage to any Transnet property [whether tangible or intangible] or any other loss, costs or damage suffered by Transnet or third pary to the extent that it results from any act of or omission by the Service Provider or its Personnel in connection with this Agreement.

28.4 Subject always to clauses 28.1 and 28.2 above, the liability of either the Service Provider or Transnet under or in connection with this Agreement, whether for negligence, misrepresentation, breach of contract or otherwise, for direct loss or damage arising out of each Default or series of related Defaults shall not exceed one hundred per cent [100%] of the Fees paid under the schedule or Work Order to which the Default(s) relates.

28.5 Subject to clauses 28.1 to 28.4 above, in no event shall either Party be liable to the other for indirect or consequential loss or damage or including indirect or consequential loss of profits, business, revenue, goodwill or anticipated savings of an indirect nature or loss or damage incurred by the other Party as a result of third party claims.

28.6 If for any reason the exclusion of liability in clause 28.5 above is void or unenforceable, either Party's total liability for all loss or damage under this Agreement shall be as provided in clause 28.3 above.

28.7 Nothing in this clause 27 shall be taken as limiting the liability of the Parties in respect of clauses 25 *[Confidentiality]*

29 NON-WAIVER

29.1 Failure or neglect by either Party, at any time, to enforce any of the provisions of this Agreement, shall not in any manner be construed to be a waiver of any of that Party's rights in that regard and in terms of this Agreement.

29.2 Such failure or neglect shall not in any manner affect the continued, unaltered validity of this Agreement, or prejudice the right of that Party to institute subsequent action.

30 PARTIAL INVALIDITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, or shall be required to be modified, the validity, legality and enforceability of the remaining provisions shall not be affected thereby.

31 DISPUTE RESOLUTION

31.1 Should any dispute of whatsoever nature arise between the Parties concerning this Agreement, the Parties shall try to resolve the dispute by negotiation within ten [10] Business Days of such dispute arising.

31.2 If the dispute has not been resolved by such negotiation, either of the Parties may refer the dispute to AFSA and notify the other Party accordingly, which proceedings shall be held in Durban.

31.3 Such dispute shall be finally resolved in accordance with the rules of AFSA by an arbitrator or arbitrators appointed by AFSA.

31.4 This clause constitutes an irrevocable consent by the Parties to any proceedings in terms hereof, and neither of the Parties shall be entitled to withdraw from the provisions of this clause or claim at any such proceedings that it is not bound by this clause 30.

31.5 This clause 30 is severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.

31.6 This clause 30 shall not preclude either Party from seeking urgent relief in a court of appropriate jurisdiction, where grounds for urgency exist.

32 ADDRESSES FOR NOTICES

32.1 The Parties to this Agreement select the physical addresses and fax numbers, as detailed hereafter, as their respective addresses for giving or sending any notice provided for or required in terms of this Agreement, provided that either Party shall be entitled to substitute such other address or fax number, as may be, by written notice to the other:

a) **Transnet**

(i)	For legal notices:	P.O. Box 1027 Durban 4001 Fax No. N/A Attention: Regional Manager – Legal
(ii)	For commercial notices:	P.O. Box 1027 Durban Fax No. N/A Attention:TBA

b) **The Service Provider**

(i)	For legal notices:	…… …… …… Fax No. …… Attention: ……
(ii)	For commercial notices:	…… …… ……

Fax No. ……

Attention: ……

32.2 Any notice shall be addressed to a Party at its physical address, or delivered by hand, or sent by fax or email.

32.3 Any notice shall be deemed to have been given:

a) if hand delivered, on the day of delivery;

b) if faxed, on the date and time of sending of such fax, as evidenced by a fax confirmation printout, provided that such notice shall be confirmed by prepaid registered post on the date of dispatch of such fax, or, should no postal facilities be available on that date, on the next Business Day; or

c) if sent by email, on the date and time received, provided that such notice shall be confirmed by prepaid registered post on the date of dispatch of such email, or, should no postal facilities be available on that date, on the next Business Day.

33 WHOLE AND ONLY AGREEMENT

33.1 The Parties hereby confirm that this Agreement constitutes the whole and only agreement between them with regard to the subject matter of this Agreement.

33.2 The Parties hereby confirm that this Agreement replaces all other agreements which exist or may have existed in any form whatsoever between them, with regard to the subject matter dealt with in this Agreement, any annexures appended hereto and the Schedule of Requirements/Work Order.

34 AMENDMENT AND CHANGE CONTROL

34.1 Any amendment or change of any nature made to this Agreement and the Schedule of Requirements thereof shall only be valid if it is in writing, signed by both Parties and added to this Agreement as an addendum hereto. In this regard a Change Notice must first be defined and issued by the requesting Party. A Change Notice Response must then be issued by responding Party. A formal approval of the Change Request will then trigger the issue of the addendum to this Agreement.

34.2 In the event the Parties cannot agree upon changes, the Parties shall in good faith seek to agree any proposed changes using the dispute resolution procedures in clause 31 *[Dispute Resolution*].

35 GENERAL

35.1 **Governing Law**

This Agreement is exclusively governed by and construed in accordance with the laws of the Republic of South Africa and is subject to the jurisdiction of the courts of the Republic of South Africa.

35.2 **Change of Law**

In this Agreement, unless the context otherwise requires, references to a statutory provision include references to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it, provided that in the event that the amendment, extension or re-enactment of any statutory provision or introduction of any new statutory provision has a material impact on the obligations of either Party, the Parties will negotiate in good faith to agree such amendments to this Agreement as may be appropriate in the circumstances. If, within a reasonable

period of time, the Service Provider and Transnet cannot reach agreement on the nature of the changes required or on modification of Prices, delivery schedules, warranties, or other terms and conditions, either Party may seek to have the matter determined in accordance with clause 31 [*Dispute Resolution*] above.

35.3 **Counterparts**

This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Either Party may enter into this Agreement by signing any such counterpart.

36 DATABASE OF RESTRICTED SERVICE PROVIDER

The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Bid shall be awarded to a Bidder whose name [or any of its members, directors, partners or trustees] appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

Thus signed by the Parties and witnessed on the following dates and at the following places:

For and on behalf of **TRANSNET SOC LTD** duly authorised hereto	For and on behalf of **TRANSNET SOC LTD** duly authorised hereto	For and on behalf of **……** duly authorised hereto
Name:	Name:	Name:
Position:	Position:	Position:
Signature:	Signature:	Signature:
Date:	Date:	Date:
Place:	Place:	Place:

AS WITNESS: Name:	**AS WITNESS:** Name:	**AS WITNESS:** Name:
Signature:	Signature:	Signature:
Name: Signature:	Name: Signature:	Name: Signature:

SCHEDULE 1 – SCHEDULE OF REQUIREMENTS

DESCRIPTION	**STANDARD TERMS AND CONDITIONS SUPPLY, SERVICING AND MAINTAINING OF BINS INCLUDING ILLEGAL DUMPING ON AN AS AND WHEN REQUIRED BASIS IN THE PORT OF DURBAN FOR A PERIOD OF THIRTY-SIX (36) MONTHS**
SERVICE PROVIDER	**……**
CONTRACT NUMBER	**TNPA/2026/08/1867/10416/RFP**
DURATION	**THIRTY- SIX (36) MONTHS**
COMMENCEMENT DATE	**TBA**
EXPIRY DATE	**TBA**

With reference to the Standard Terms and Conditions of Contract, Reference Number TNPA/2026/08/1867/10416/RFP dated TBA, ("Contract") between Transnet SOC Ltd ("Transnet") and ……. (the "Service Provider") pursuant to which you have agreed to perform certain services for and on behalf of Transnet subject to such Contract.

The defined terms in the Contract will, unless otherwise indicated, have the same meaning in this Schedule of Requirements. In consideration of the mutual covenant and agreements contained in the Contract and in this Schedule of Requirements, it is agreed as follows:

1. Description of the Services

The scope of services to be performed by the service provider is for the supply, servicing and maintaining of bins including illegal dumping on an as and when required basis in the Port of Durban for a period of thirty-six (36) months.

The details for the services to be provided are as stipulated in clause 2 below.

2. Scope of Services

2.1 Deliverables

The key deliverables of this project will contain the following:

- The removal of illegally dumped waste (general & hazardous) and disposing of waste.
- The supply, servicing and maintaining of bins and disposing of waste.
- Removal of bees or snakes.

3. Contract Manager/s & Personnel to provide the Services

Transnet Contract Manager	TBA
Designation	TBA
Operating Division	TBA
Address	TBA
Telephone	TBA

Email	TBA

Service Provider's Account Manager	
Designation	
Address	
Telephone	
Email	

4. Performance Review Meetings

Contract management and performance review meetings will be held as required by Transnet's Contract Manager.

5. Fees & Disbursements

5.1 In consideration of the performance of the Services by the Service Provider pursuant to this Work Order, Transnet will pay to it an amount not exceeding **.....** (Including VAT) over the thirty- six (36) months period.

IN WITNESS of which this Schedule of Requirements has been duly executed by the parties.

SIGNED for and on behalf of	**SIGNED** for and on behalf of	**SIGNED** for and on behalf of
.....	**Transnet SOC Ltd trading through its operating division Transnet National Ports Authority**	**Transnet SOC Ltd trading through its operating division Transnet National Ports Authority**
Signature.....	Signature.....	Signature.....
Name:	Name:	Name:

Position:	Position:	Position:
Date:	Date:	Date:

APPENDIX 1

Address for Notices

Any notice or communications between the parties to be given under this Agreement shall be deemed to have been received at the following times:

i. by email transmission – when the sender receives confirmation of receipt;

ii. by hand delivery - immediately upon receipt by the recipient.

Any notice or communications between the parties shall be delivered to the addresses set out below:

The Service Provider	**Transnet**
Addressee:	Addressee:
…….	Transnet SOC Ltd
Attention: …….	Attention: Regional Manager-Legal
Physical Address:	Physical Address:
…….. …….. ……..	45 Bay Terrace South Beach Durban 4001
Postal Address:	
…….. …….. ……..	Postal Address: P.O. Box 1027 Durban

email:	email:
.....	Khanyisile.Buthelezi@transnet.net

Either party may, by a notice given in accordance with this Schedule 1, change its address or email address for the purpose of this Schedule 1.

APPENDIX 2

Non- Disclosure Agreement

Date: 2025

I (*name*)

Of (*address*)

Undertake to Transnet SOC Ltd ("Transnet") that:

1. I shall keep confidential and not to disclose or make available to any third party, except with the express prior written consent of Transnet, any Confidential Information relating to Transnet business, assets, customers or staff which is disclosed to me or to which I may have access during the course of providing Services to Transnet ("my assignment"); and

2. Upon termination of my assignment, I shall return to Transnet all documents, books, discs, tapes or other records (in whatever medium) which I may have in my possession, custody or control and which are the property of Transnet, its customers, staff or agents and any copies thereof.

For the purposes of this Confidentiality Agreement, "Confidential Information" shall mean any information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs of the Transnet Group or its customers, whether in writing, conveyed orally or by machine-readable medium.

I understand that this Confidentiality Agreement shall survive the termination of my assignment.

SIGNED at _____ on _____20--

(Signature) .....

in the presence of:-

Witness name: .....

Witness Signature: .....

Witness address: …….

…….

PROFORMA SLA FOR LOW VALUE OR LOW RISK CONTRACTS

Party*	KPA	Sample	KPI	Acceptable	Assessment	Remedial Action
Contractor	**1. Maintenance of Bins & Removal of Illegal Dumping in the Port Precincts** • Removal of general & hazardous waste on verges and disposal of waste; • Sweeping of the road and gutter; • Maintenance of bins, Emptying of bins and disposal of waste; • Collection of waste tyres around the Port of Durban and placing at Transnet Tyre storage site. • Removal of bees or snake in the Port of Durban verges or open field	As and when required As and when required As and when required As and when required As and when required	No Complaints	2 Complaints per month		
Transnet	**6. Payment**	All payments	Payment within 30 Days	90% payments on time		

PENALTIES

Should the Service Provider fail to carry out the activities as stipulated in the SLA, the Service Provider will be required to pay Transnet National Port Authority a penalty charge equal to 0.5% of the Purchase order the value.

ANNEXURE E

❖ NON-DISCLOSURE AGREEMENT

NON DISCLOSURE AGREEMENT

[April 2020]

THIS AGREEMENT is made between

Transnet SOC Ltd [**Transnet**] [Registration No. 1990/000900/30]
whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

and

the Company as indicated in the RFP bid response hereto.

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;

1.2 **Bid** or **Bid Document** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;

1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or

1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or

1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and

1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.

2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.

2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:

2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or

2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

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

3. RECORDS AND RETURN OF INFORMATION

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

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

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

3.3.1 return all written Confidential Information [including all copies]; and

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

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

4. ANNOUNCEMENTS

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

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Bid and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise

unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

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ANNEXURE F

❖ TRANSNET'S GENERAL BID CONDITIONS

GENERAL BID CONDITIONS

[June 2022]

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1 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;

1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;

1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;

1.4 **Goods** shall mean the goods required by Transnet as specified in its Bid Document;

1.5 **Parties** shall mean Transnet and the Respondents to a Bid Document;

1.6 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;

1.7 **RFP** shall mean Request for Proposal;

1.8 **RFQ** shall mean Request for Quotation;

1.9 **RFX** shall mean RFP or RFQ, as the case may be;

1.10 **Services** shall mean the services required by Transnet as specified in its Bid Document;

1.11 **Service Provider or Supplier** shall mean the successful Respondent;

1.12 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;

1.13 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and

1.14 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

2 GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

3 SUBMITTING OF BID DOCUMENTS

3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.

3.2 The Bid Documents must be completed in their entirety and Respondents are required to complete and submit their Bid submissions by uploading them into the system against each tender selected. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net.

4 USE OF BID FORMS

4.1 Where special forms and/or formats are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and/or formats and not in other forms and/or formats or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.

4.2 Respondents must note that the original Bid forms and/or formats must be completed for submission.

4.3 Only if insufficient space has been allocated to a particular response may a Respondent submit additional information under separate cover using the Company's letterhead. This must be duly cross-referenced in the RFX.

5 BID FEES

A bid fee is not applicable. The Bid Documents may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za and may also be downloaded from the Transnet website at www.transnet.net free of charge.

6 VALIDITY PERIOD

6.1 The Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the bid.

6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change/s is as a direct and unavoidable consequence of Transnet's extension of the validity period.

7 SITE VISITS / BRIEFING SESSIONS

Respondents may be requested to attend a site visit or briefing session where it is necessary to view the site in order to prepare their Bids, or where Transnet deems it necessary to provide Respondents with further information to allow them to complete their Bids properly. Where such visits or sessions are indicated as compulsory in the RFX Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

8 CLARIFICATION BEFORE THE CLOSING DATE

Should clarification be required on any aspect of the Bid before the closing date, the Respondent must upload questions onto the Transnet e-Tender Submission Portal or direct such queries to the contact person listed in the RFX Document in the stipulated manner.

9 COMMUNICATION AFTER THE CLOSING DATE

After the closing date of a Bid (i.e. during the evaluation period) the Respondent may only communicate with the contact person listed in the RFX Document.

10 UNAUTHORISED COMMUNICATION ABOUT BIDS

Respondents may at any time communicate with the contact person listed in the RFX Document on any matter relating to its Bid but, in the absence of written authority from the delegated individual (Winile Xhakaza), no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential service providers or any member of the Bid Adjudication Committee or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

11 RETURNABLE DOCUMENTS

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

12 DEFAULTS BY RESPONDENTS

If the Respondent, after it has been notified of the acceptance of its Bid fails to:

12.1 enter into a formal contract when called upon to do so within such period as Transnet may specify; or

12.2 accept an order in terms of the Bid;

12.3 furnish satisfactory security when called upon to do so for the fulfilment of the contract; or

12.4 comply with any condition imposed by Transnet,

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.

13 CURRENCY

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [**ZAR**], save to the extent specifically permitted in the RFP.

14 PRICES SUBJECT TO CONFIRMATION

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

15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

16 EXCHANGE AND REMITTANCE

16.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Supplier/Service Provider, effect payment overseas directly to the foreign principal or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.

16.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.

16.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the Exchange and Remittance section of the Bid Documents and also furnish full details of the principals or manufacturer to whom payment is to be made.

16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.

16.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which the Goods/Services were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties.

16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

17 ACCEPTANCE OF BID

17.1 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.

17.2 Where the Respondent has been informed by Transnet of the acceptance of its Bid, an email communication that has been successfully sent to the Respondent shall be regarded as proof of delivery to the Respondent 1 day after the date of submission.

18 NOTICE TO UNSUCCESSFUL RESPONDENTS

18.1 Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents must be informed of the name of the successful Respondent and of the reason as to why their Bids had been unsuccessful.

19 TERMS AND CONDITIONS OF CONTRACT

19.1 The Supplier/Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.

19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on a company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments /alternative(s) are acceptable or otherwise, as the case may be. Respondents will be afforded an opportunity to withdraw an unacceptable deviation, failing which the respondent will be disqualified.

20 CONTRACT DOCUMENTS

20.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.

20.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of acceptance, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.

20.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance, shall constitute a binding contract until the final contract is signed.

21 LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

22 IDENTIFICATION

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

23 RESPONDENT'S SAMPLES

23.1 If samples are required from Respondents, such samples shall be suitably marked with the Respondent's name and address, the Bid number and the Bid item number and must be despatched in time to reach the addressee as stipulated in the Bid Documents on or before the closing date of the Bid. Failure to submit samples by the due date may result in the rejection of a Bid.

23.2 Transnet reserves the right to retain samples furnished by Respondents in compliance with Bid conditions.

23.3 Payment will not be made for a successful Respondent's samples that may be retained by Transnet for the purpose of checking the quality and workmanship of Goods/Services delivered in execution of a contract.

23.4 If Transnet does not wish to retain unsuccessful Respondents' samples and the Respondents require their return, such samples may be collected by the Respondents at their own risk and cost.

24 SECURITIES

24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of a Deed of Suretyship [Deed of Suretyship] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.

24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.

24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.

24.4 For the purpose of clause 24.124.1 above, Transnet will supply a Deed of Suretyship form to the successful Respondent for completion and no guarantee in any other form will be accepted. A copy of such form will be supplied to Respondents on request. For this purpose a Deed of Suretyship form will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 [thirty] calendar days from the date of the letter of acceptance. No payment will be made until the form, duly completed, is delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Supplier/Service Provider to cancel the contract with immediate effect.

24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Supplier/Service Provider in relation to the conditions of this clause 244 will be for the account of the Supplier/Service Provider.

25 PRICE AND DELIVERY BASIS FOR GOODS

25.1 Unless otherwise specified in the Bid Documents, the prices quoted for Goods must be on a Delivered Duty Paid [latest ICC Incoterms] price basis in accordance with the terms and at the delivery point or

points specified in Transnet's Bid Documents. Bids for supply on any other basis of delivery are liable to disqualification. The lead time for delivery stated by the Respondent must be inclusive of all non-working days or holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Respondent.

25.2 Respondents must furnish their Bid prices in the Price Schedule of the Bid Documents on the following basis:

a) Local Supplies - Prices for Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held in South Africa, to be quoted on a Delivered RSA named destination basis.

b) Imported Supplies - Prices for Goods to be imported from all sources to be quoted on a Delivered Duty Paid [latest ICC Incoterms] basis, to end destination in South Africa, unless otherwise specified in the Bid Price Schedule.

26 EXPORT LICENCE

The award of a Bid for Goods to be imported may be subject to the issue of an export licence in the country of origin or supply. If required, the Supplier/Service Provider's manufacturer or forwarding agent shall be required to apply for such licence.

27 QUALITY OF MATERIAL

Unless otherwise stipulated, the Goods offered shall be NEW i.e. in unused condition, neither second-hand nor reconditioned.

28 VALUE-ADDED TAX

28.1 In respect of local supplies, i.e. Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held or already in transit to South Africa, the prices quoted by the Respondent are to be inclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.

28.2 In respect of foreign Services rendered:

a) the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and

b) the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

29 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

29.1 Method of Payment

a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.

b) However, in addition to the aforegoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.

c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.

d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 29.1 (a) above. Failure to comply with clause 29.1 (a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Supplier/Service Provider**] shall, where applicable, be required to furnish a guarantee covering any advance payments.

29.2 Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated as from the date of receipt by Transnet of the Supplier/Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects as referred to in the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional period will be recalculated from the date of receipt of the correct documentation.

30 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

30.1 Contract Quantities

a) It must be clearly understood that although Transnet does not bind itself to purchase a definitive quantity under any contract which may be entered into pursuant to this Bid, the successful Respondent nevertheless undertakes to supply against the contract such quantities as may be ordered against the contract, which orders are posted or delivered by hand or transmitted electronically on or before the expiry date of such contract.

b) It is furthermore a condition that Transnet will not accept liability for any material/stocks specially ordered or carried by the Respondent with a view to meeting the requirements under any such contract.

c) The estimated planned quantities likely to be ordered by Transnet per annum are furnished in relevant section of the Bid Documents. For avoidance of doubt the estimated quantities are estimates and Transnet reserves the right to order only those quantities sufficient for its operational requirements.

30.2 Delivery Period

a) Period Contracts and Fixed Quantity Requirements

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.

b) Progress Reports

The Supplier/Service Provider may be required to submit periodical progress reports with regard to the delivery of the Goods/Services.

c) Emergency Demands as and when required

If, due to unforeseen circumstances, supplies of the Goods/Services covered by the Bid are required at short notice for immediate delivery, the Supplier/Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source.

The *Total or Partial Failure to Perform the Scope of Supply* section in the Terms and Conditions of Contract will not be applicable in these circumstances.

31 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS

31.1 Copyright

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Supplier/Service Provider for the purpose of contract work shall be governed by the Intellectual Property Rights section in the Terms and Conditions of Contract.

31.2 Drawings and specifications

In addition to what may be stated in any Bid Document, the Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for Goods/Services strictly in accordance with the drawings and/or specifications supplied by Transnet, notwithstanding that it may be aware that alterations or amendments to such drawings or specifications are contemplated by Transnet.

31.3 Respondent's drawings

Drawings required to be submitted by the Respondent must be furnished before the closing time and date of the Bid. The non-receipt of such drawings by the appointed time may disqualify the Bid.

31.4 Foreign specifications

The Respondent quoting for Goods/Services in accordance with foreign specifications, other than British and American standards, is to submit translated copies of such specifications with the Bid. In the event of any departures or variations between the foreign specification(s) quoted in the Bid Documents, full details regarding such departures or variations must be furnished by the Respondent in a covering letter attached to the Bid. Non-compliance with this condition may result in disqualification.

32 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

32.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the designated official of Transnet according to whichever officer is specified in the Bid Documents.

32.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.

32.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.

32.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.

a) Such Power of Attorney must comply with Rule 63 (Authentication of documents executed outside the Republic for use within the Republic) of the Uniform Rules of Court: Rules

regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.

b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.

c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.

d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi.*

32.5 If payment is to be made in South Africa, the foreign Supplier/Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:

a) funds are to be transferred to the credit of the foreign Supplier/Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or

b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

32.6 The attention of the Respondent is directed to clause 24 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

33 DATABASE OF RESTRICTED SUPPLIERS

The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Bid shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

34 CONFLICT WITH ISSUED RFX DOCUMENT

34.1 Should a conflict arise between these General Bid Conditions and the issued RFX document, the conditions stated in the RFX document shall prevail.

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ANNEXURE G

❖ TRANSNET'S SUPPLIER INTERGRITY PACT

Important Note: All potential bidders must read this document and certify in the RFX Declaration Form that they have acquainted themselves with, and agree with the content. The contract with the successful bidder will automatically incorporate this Integrity Pact as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

And The Bidder / Supplier/ Service Provider / Contractor (hereinafter referred to as the "Bidder / Supplier")

PREAMBLE

Transnet values full compliance with all relevant laws and regulations, ethical standards and the principles of economical use of resources, fairness and transparency in its relations with its Bidders / Suppliers.

In order to achieve these goals, Transnet and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder's / Supplier's application for registration with Transnet as a vendor.

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and / or reverse logistics event and any further contract to be entered into between the Parties, relating to such event.

All Bidders / Suppliers will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

1 OBJECTIVES

1.1 Transnet and the Bidder / Supplier agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and

b) Enable Bidders / Suppliers to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

Transnet commits to take all measures necessary to prevent dishonesty, fraud and corruption and to observe the following principles:

2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.

2.2 Transnet will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.

2.3 Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process in a fair manner.

2.4 Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

3 OBLIGATIONS OF THE BIDDER / SUPPLIER

3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.

a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.

b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.

c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.

d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

3.2 The Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:

a) The Bidder / Supplier will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and

b) The Bidder / Supplier will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

3.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.

3.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

3.6 A Bidder / Supplier of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.

3.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.

3.8 Transnet may require the Bidder / Supplier to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.

3.9 The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3.10 The Bidder/Supplier confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights
- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour
- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment
- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT BIDDING

4.1 For the purposes of this undertaking in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

a) has been requested to submit a Bid in response to this Bid invitation;

b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and

c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.

4.2 The Bidder has arrived at his submitted 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.

4.3 In particular, without limiting the generality of paragraph 4.2 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

a) prices;

b) geographical area where Goods or Services 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 RFP; or

f) bidding with the intention of not winning the Bid.

4.4 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 Goods or Services to which his/her Bid relates.

4.5 The terms of the Bid as submitted 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.

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

5 DISQUALIFICATION FROM BIDDING PROCESS

5.1 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Transnet may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.

5.2 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3, or any material violation, such as to put its reliability or credibility into question, Transnet may after following due procedures and at its own discretion also exclude the Bidder / Supplier from future bidding processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Supplier and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

5.3 If the Bidder / Supplier can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 DATABASE OF RESTRICTED SUPPLIERS

6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Bid shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

6.2 All the stipulations on Transnet's restriction 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 restriction procedure.

6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National

Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.

6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.

6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

6.6 A supplier or contractor to Transnet may not subcontract any portion of the contract to a restricted company.

6.7 Grounds for restriction 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:

a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;

b) 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;

c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;

d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;

e) 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;

f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:

(i) he made the statement in good faith honestly believing it to be correct; and

(ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;

g) has submitted false information regarding any other matter required in terms of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act which will affect the evaluation of a Bid or where a Bidder has failed to declare any subcontracting arrangements;

h) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;

i) has litigated against Transnet in bad faith.

7 PREVIOUS TRANSGRESSIONS

7.1 The Bidder / Supplier hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Bidder's / Supplier's database or any bidding process.

7.2 If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

8 SANCTIONS FOR VIOLATIONS

8.1 Transnet shall also take all or any one of the following actions, wherever required to:

a) Immediately exclude the Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation to the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue;

b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier;

c) Recover all sums already paid by Transnet;

d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments, already made by Transnet, along with interest;

e) Cancel all or any other contracts with the Bidder / Supplier;

f) Exclude the Bidder / Supplier from entering into any bid with Transnet and other organs of state in future for a specified period; and

g) If the Supplier subcontracted a portion of the bid to another person without declaring it to Transnet, Transnet must penalise the Supplier up to 10% of the value of the contract.

9 CONFLICTS OF INTEREST

9.1 A conflict of interest includes, inter alia, a situation in which:

a) A Transnet employee has a personal financial interest in a bidding / supplying entity; and

b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:

a) Private gain or advancement; or

b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

Thus, conflicts of interest of any bid committee member or any person involved in the sourcing process must be declared in a prescribed form.

9.3 If a Bidder / Supplier has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Transnet employee / member of Transnet's Board of Directors in respect of a bid which will be considered for the bid process, the Bidder / Supplier:

a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or

b) must notify Transnet immediately in writing once the circumstances has arisen.

9.4 The Bidder / Supplier shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Bidder / Supplier.

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Transnet and its Bidder / 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, following a restriction process as mentioned in paragraph 6 above, 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 make a false statement either in giving evidence or on an affidavit;

c) **Scurrilous allegations:** where a supplier makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and

d) **Abuse of court process:** when a supplier abuses the court process in order to gain a competitive advantage during a bid process.

11 GENERAL

11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.

11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

11.3 The validity of this Integrity Pact shall cover all the bidding processes and will be valid for an indefinite period unless cancelled by either Party.

11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.

11.5 Should a Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders / Suppliers to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

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