



TRANSNET PROPERTY

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP] [SERVICES]

FOR THE PROVISION OF WASTE REMOVAL IN EMPANGENI, RICHARDS BAY, VRYHEID AND SURROUNDING AREAS FOR TRANSNET PROPERTY FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

RFP NUMBER TP/2025/04/0004/93373/RFP

ISSUE DATE: 22 MAY 2025

CLOSING DATE: 17 JUNE 2025

CLOSING TIME: 12:00 PM

BID VALIDITY PERIOD: 180 Business Days from Closing Date

SITE MEETING DATE 29 MAY 2025 @ 09H30 TO 10H30

SITE BRIEFING ADDRESS: 100 JAN MOOLMAN STREET (PWI TRAINING CENTRE)
INDUSTRIAL AREA (EMAKWATASI) VRYHEID, 3100

SUBMISSION TO: Transnet e-tender submission portal – see SBD 1 for details

***Compliance to Specifications**

Please note that this tender will be a split award according to the following areas. Please select clearly for which Area/s that you are quoting for.

DESCRIPTION OF AREAS	Specify by ticking area
<i>Empangeni and surrounding areas.</i>	
<i>Richards Bay and surrounding areas.</i>	
<i>Vryheid and surrounding areas.</i>	

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Respondent's Signature

Date & Company Stamp

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 Respondent's Signature

 Date & Company Stamp

**FOR THE PROVISION OF WASTE REMOVAL IN EMPANGENI, RICHARDS BAY, VRYHEID AND SURROUNDING
AREAS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

SECTION 1: SBD1 FORM

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET PROPERTY, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TP/2025/04/0004/93373/RFP,	ISSUE DATE:	22 MAY 2025	CLOSING DATE:	17 JUNE 2025	CLOSING TIME:	12.00PM
DESCRIPTION	FOR THE PROVISION OF WASTE REMOVAL IN EMPANGENI, RICHARDS BAY, VRYHEID AND SURROUNDING AREAS FOR A PERIOD OF THIRTY-SIX (36) MONTHS						
BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS							
<p>(please refer to section 2, paragraph 3 for a detailed process on how to upload submissions):</p> <p>https://transnetetenders.azurewebsites.net</p>							
BIDDING PROCEDURE / TECHNICAL ENQUIRIES MAY BE DIRECTED TO:							
CONTACT PERSON	Jennifer Manikam						
TELEPHONE NUMBER	+27 11 012 2542						
FACSIMILE NUMBER	n/a						
E-MAIL ADDRESS	jennifer.manikam@transnet.net						
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
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.							
	TCP PIN		OR	CSD NO			

Respondent's Signature

Date & Company Stamp

SUPPLIER COMPLIANCE STATUS	<input type="checkbox"/> Yes <input type="checkbox"/> No	OR	BBEEE 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	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]				
• ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	• ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]	
Signature of the Bidder	Date:	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				
IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> 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.				

Respondent's Signature

Date & Company Stamp

PART B

TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

- (a) BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- (b) 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.
- (c) APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- (d) BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- (e) IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- (f) WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- (g) 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/](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: _____

*Please sign and stamp this entire document and return with your bid.

Respondent's Signature

Date & Company Stamp

SECTION 2: NOTICE TO BIDDERS

1 INVITATION TO BID

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

DESCRIPTION	FOR THE PROVISION OF WASTE REMOVAL IN EMPANGENI, RICHARDS BAY, VRYHEID AND SURROUNDING AREAS FOR A PERIOD OF THIRTY-SIX (36) MONTHS
TENDER ADVERT	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
RFP DOWNLOADING	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge.</p> <p>To download RFP and Annexures:</p> <ol style="list-style-type: none"> 1 Click on "Tender Opportunities"; 2 Select "Advertised Tenders"; 3 In the "Department" box, select Transnet SOC Ltd. <p>Once the tender has been in the list, click on the "Tender documents" tab and process to download all uploaded documents.</p> <p>The RFP may also be downloaded from the Transnet Portal at https://transnetetenders.azurewebsites.net (</p>
COMMUNICATION	<p>Transnet will publish the outcome of this RFP on the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. All unsuccessful bidders have a right to request for reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form</p> <p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
BRIEFING SESSION	<p>Yes</p> <p>Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address: jennifer.manikam@transnet.net</p> <p>This is to ensure that Transnet may make the necessary arrangements for the briefing session.</p> <p>Refer to paragraph 2 for details.</p>

CLOSING DATE	<p>12.00PM on 17th June 2025</p> <p>Bidders must ensure that bids are uploaded timeously onto the system.</p> <p>Generally, if a bid is late, it will not be accepted for consideration.</p> <p>Respondents are to submit bid documents by uploading them onto the Transnet system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted.</p> <p>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.</p>
VALIDITY PERIOD	<p>180 Business Days from Closing Date</p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, at 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.</p> <p>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.</p> <p>With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12</p>

Any additional information or clarification will be published on the e-Tender portal and Transnet website, if necessary.

2 FORMAL BRIEFING

A compulsory RFP briefing will be conducted at **PWI TRAINING CENTRE, 100 JAN MOOLMAN STREET**

INDUSTRIAL AREA (EMAKWATASI), VRYHEID, 3100 on the **29 May 2025, at 09.30 am** for a period of ± 1 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 10 hereto must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** site meeting and/or RFP briefing.*

Bidders are expected to complete and sign Site Briefing Attendance Register upon arrival, failure of which would lead to disqualification.

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

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

Respondent's Signature

Date & Company Stamp

3 PROPOSAL SUBMISSION

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 e-Tender Submission Portal can be accessed as follows:
 - (a) Log on to the Transnet eTenders management platform website/ Portal (transnetetenders.azurewebsites.net)
 - (b) Click on "ADVERTISED TENDERS" to view advertised tenders;
 - (c) Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all mandatory information is completed) OR;
 - (d) to sign in if already registered;
 - (e) Toggle (click to switch) the "Log an Intent" button to submit a bid;
 - (f) Submit bid documents by uploading them into the system against each tender selected.
- (g) Respondents are to submit bid documents by uploading them onto the Transnet system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted.
- (h) 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.
- (i) No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net
- (j) 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.
- (k) 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.
- (l) 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.
- (m) A detailed bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

4 RFP INSTRUCTIONS

Please sign documents [sign, stamp and date the bottom of each page] before uploading them on the system. The person or persons signing the submission must be legally authorised by the respondent to do so.

All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.

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

Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 12 below (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

5 JOINT VENTURES OR CONSORTIUMS

Respondents who would wish to respond to this RFP as a Joint Venture [**JV**] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card (a consolidated B-BBEE Status Level verification certificate) 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.

COMMUNICATION (CLARIFICATIONS AND COMPLAINTS)

For specific clarification relating to this RFP, an RFP Clarification Request Form should be submitted to **Jennifer Manikam** before 12.00pm on 12 June 2025, substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.

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.

After the closing date of the RFP, a Respondent may only communicate with the name of delegated individual (BEC chairperson), email Jennifer.manikam@transnet.net on any matter relating to its RFP Proposal.

Respondents are to note that changes to its submission will not be considered after the closing date.

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.

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.

Transnet will publish the outcome of this RFP in the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. Respondents are required to check the National Treasury e-tender Portal and Transnet website for the results of the tender process. 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

6 CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information related to this RFP or the subsequent contract, written approval must be obtained from Transnet.

7 COMPLIANCE

The successful Respondent [hereinafter referred to as the **[Service provider]**] shall be in full and complete compliance with any and all applicable laws and regulations.

8 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.

9 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 Proposals. In particular, please note that Transnet reserves the right to:

- modify the RFP's Goods/Services;
- award a contract in connection with this Proposal at any time after the RFP's closing date;
- award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;

- split the award of the contract between more than one Supplier/Service provider, as may be explicitly articulated in the conditions or objective criteria to this RFP;
- cancel the bid 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 provided 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;
- to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods 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 outcome of the tender has been published the outcome of the bid process on the National Treasury e-tender Portal and Transnet website. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price.
- Request a bidder to furnish further information relating to its Environmental, Social and Governance (ESG) standing at any stage of the procurement or contracting process. This information may not be used for purposes of evaluation and/or disqualify bidder, but may be use for purpose of record and analysis of ESG compliance.
- Where sub-contracting is applied in a tender, conduct due diligence assessment on the sub-contractor(s) and this may entail requesting the bidder to provide further information relating to the sub-contractor(s) or directly requesting the information from the sub-contractor(s) as well as conducting any necessary investigations on the sub-contractor(s) to detect issues of "FRONTING".

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

10 LEGAL REVIEWS

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. A material deviation from the Standard terms or conditions could result in disqualification.

Respondent's Signature

Date & Company Stamp

11 SECURITY CLEARANCE

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the Goods/Services 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.

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

IF YOU DON'T REPORT IT, YOU SUPPORT IT!



Email: Transnet.Reportit@outlook.com

Toll free: 0800 003 056

SMS: 0637867403

Please Call Me number: *120*0637867403

Website: <https://whistleblowersoftware.com/secure/Transnet>

Respondent's Signature

Date & Company Stamp

SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

The employer's objective is to enter into a term service contract with the supplier to provide Waste Management Services at Transnet Property Buildings/Premises in Empangeni, Richards Bay, Vryheid and surrounding areas for a period of 36 months to ensure compliance with legislative requirements relating to Occupational Health and Safety Act 1993 (Act No 85 of 1993).

2 EXECUTIVE OVERVIEW

Whereas Transnet is seeking a partner(s) to provide solutions for its Provision of Waste Management Services, it also seeks to improve its current processes for providing these Services to its end user community throughout its locations.

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

- The Service Provider's procedures for the procurement, storage, handling, classification, sorting, transporting, and disposal of waste shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities, including but not restricted to:
 - The Constitution (Act 108 of 1996): Entitles all South Africans the right to a healthy environment and states that the environment should be protected for the benefit of present and future generations.
 - National Environmental Management: Waste Act, Act 59 of 2008: provides the guidelines for waste management, transportation, disposal, classification, records, licensing and permits etc.
 - Section 28 of NEMA places a legal "duty of care" and a 'polluter-pays-principle on all people.
 - Occupational Health and Safety Act: Section 9 of the Occupational Health and Safety Act 1993 imposes a duty on companies and directors to ensure, as far as reasonably practicable that persons other than just those in their employ who may be directly affected by their activities are not exposed to health and safety hazards.
- Any other relevant legislation as may be required by the Law.

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

- 2.1 Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Supplier/Service provider's economies of scale and streamlined service processes.

- 2.2 Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Supplier/Service provider(s).
- 2.3 Transnet must receive proactive improvements from the Supplier/Service provider with respect to supply/provision of Goods/Services and related processes.
- 2.4 Transnet's overall competitive advantage must be strengthened by the chosen Supplier/Service provider's leading edge technology and service delivery systems.
- 2.5 Transnet end users must be able to rely on the chosen Supplier/Service provider's personnel for service enquiries, recommendations and substitutions.
- 2.6 Transnet must reduce costs by streamlining its acquisition of Goods/Services, including managed service processes on a Group basis.

3 SCOPE OF REQUIREMENTS

- a. Transnet Property's objective is to enter a term Service contract with the Service Provider to provide Waste Management Services for all affected Transnet Properties. (Annexure B: List of Affected Properties) for the period of 36 months to ensure compliance with Safety, Health and Environmental legislative requirements and standards.
- b. To provide collection, classification, sorting, bailing, removal, and disposal of waste at an appropriate lawful landfill/disposal site. In addition, Transnet Property is also committed to the reduction of pollution resulting from its activities as well as improving its environment performance through adopting and implementing sustainability principles.
- c. This comprehensive waste management solution will aim to ensure significant reduction of its negative impact to the environment.
- d. Transnet Property aims to identify alternative solutions for its waste and thereby reduce its quantities for disposal at the landfill site and improve on recyclables. The following are the key objectives of this programme:
 - Handle, store, recycle and transport waste in line with legal requirements.
 - Ensure reduction of waste transported to landfill/disposal sites.
 - Ensure that there are sufficient facilities for handling and disposal of waste onsite.
 - Ensure that waste is disposed of in a responsible manner, i.e. at approved landfill/disposal sites.
 - Ensure that waste streams do not result into a nuisance.
 - Ensure that waste data is collated and reported to Transnet Property.
 - Ensure that monetary rebate is received by Transnet Property from recyclables waste.

4 GREEN ECONOMY / CARBON FOOTPRINT

Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

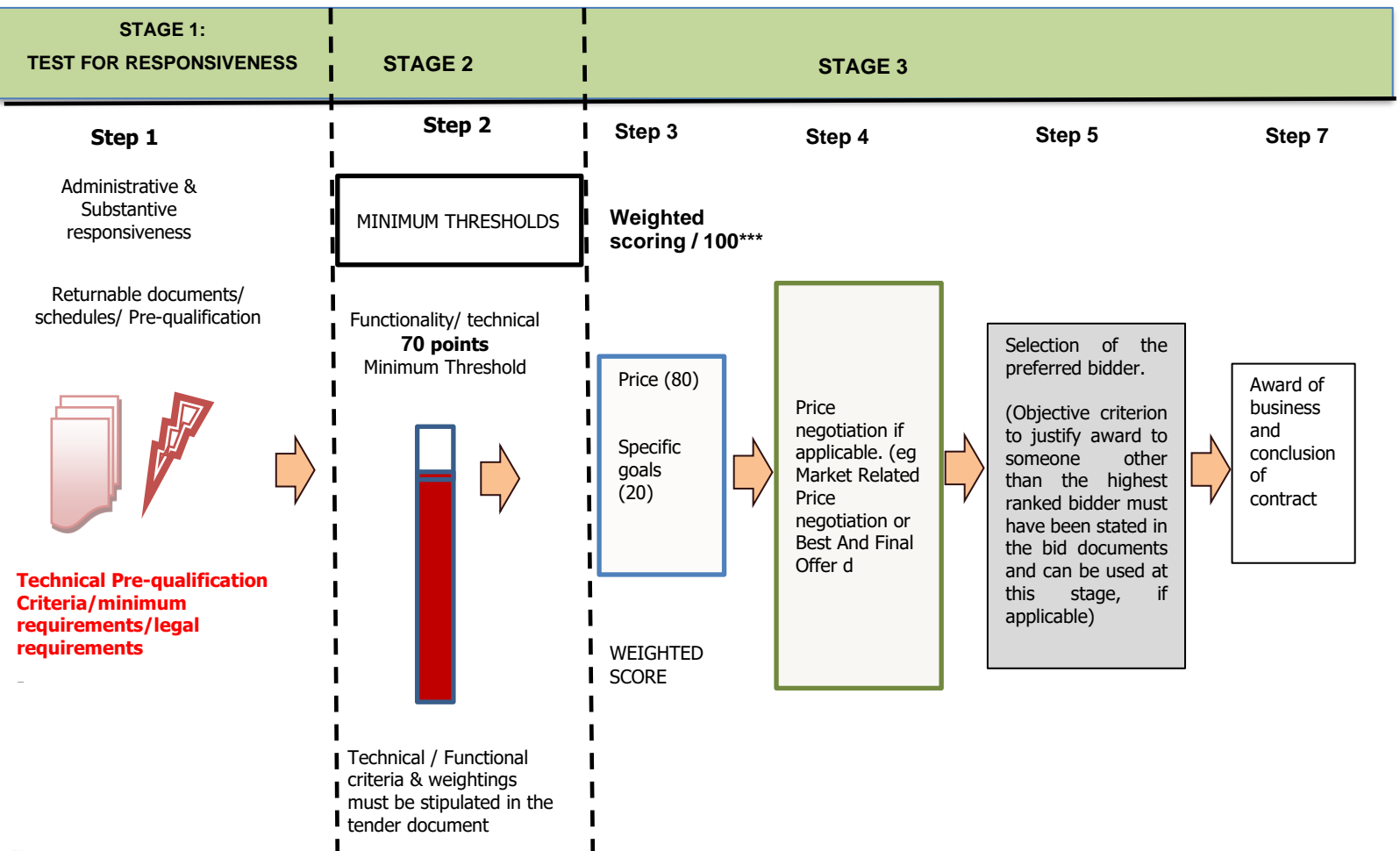
5 GENERAL SERVICE PROVIDER OBLIGATIONS

5.1 The Service provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.

5.2 The Service provider(s) must comply with the requirements stated in this RFP.

6 EVALUATION METHODOLOGY

Transnet will utilise the following methodology and criteria in selecting a preferred Service provider:



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

6.1 **STEP ONE: Test for Administrative and Substantive Responsiveness**

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
<ul style="list-style-type: none"> Whether the Bid has been lodged on time 	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time 	<i>Section 5</i>
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	<i>Section 5</i>
<ul style="list-style-type: none"> Verify if the Bid document has been duly signed by the authorised respondent 	<i>All sections</i>
<ul style="list-style-type: none"> Whether any general and legislation qualification criteria set by Transnet, have been met 	<i>All sections</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer 	<i>Section 4 - Quotation Form</i>
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given 	<i>All Sections</i>
<ul style="list-style-type: none"> Entity's financial stability in the form of Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years 	
<ul style="list-style-type: none"> Whether any Technical Pre-qualification Criteria/minimum requirements/legal requirements have been met as follows: <ul style="list-style-type: none"> - 70% Minimum Threshold 	<i>Annexure D</i>
Check for substantive responsiveness	RFP Reference
1 Whether any general and legislation qualification criteria set by Transnet, have been met	<i>All sections including Section 2 paragraphs, 2.2, 6, General Bid Conditions clause 20</i>
2 Whether any Technical Pre-qualification Criteria/minimum requirements/legal requirements have been met as follows:	<i>Section 5</i>
3 Submit valid letter of Good Standing (COID-A) from department of Employment and Labour or its agencies.	
4 Submit a Valid Waste Hub Certified Issued by Local Authority or Equivalent.	

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

6.2 STEP TWO: Minimum Threshold 70 points for Technical Criteria

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

Quality criteria	Sub-Criteria	Sub-Criteria Points Allocation	Maximum number of points
Organogram and CV's of key persons: Experience of staff allocated to the project/availability of skills to manage and perform the contract (assigned personnel).	Waste Management Supervisor		25
	No CV attached/no experience	0	
	Provision of waste removal services in an industrial /commercial / residential building > 0 ≤ 1 year	5	
	Provision of waste removal services in an industrial/commercial/residential building > 1 ≤ 3 years	10	
	Provision of waste removal services in an industrial /commercial / residential building > 3, ≤ 4 years.	15	
	Provision of waste removal services in an industrial /commercial / residential building > 4, ≤ 5 years.	20	
	Provision of waste removal services in an industrial /commercial / residential building > 5 years.	25	

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Risk Assessment (Specific to the works) (Key elements of a Risk Assessment (RA)) <ul style="list-style-type: none"> a. Tasks Identification, b. Hazards, c. Risk Identification, d. Risk Rating, e. Risk Control f. Measures/Treatment, residual risk, and treatment 	The Bidder failed to provide information or only provide one of the key elements	0	25
	The Bidder has submitted risk assessment, encompassing Two (2) elements with adequate detail and is relevant to the scope.	5	
	The Bidder has submitted risk assessment, encompassing Three (3) elements with adequate detail and is relevant to the scope.	10	
	The Bidder has submitted risk assessment, encompassing Four (4) elements with adequate detail and is relevant to the scope.	15	
	The Bidder has submitted risk assessment, encompassing Five (5) elements with adequate detail and is relevant to the scope.	20	
	The Bidder has submitted risk assessment, encompassing Six (6) elements with adequate detail and is relevant to the scope.	25	
Company Previous Experience: Bidders experience in providing waste removal services.	No evidence provided	0	25
	Bidder has successfully provided 1 waste removal service in an industrial/commercial/ residential premises. Proof of experience attached in client letter head in the form of award letter or reference letter, or purchase order accompanied by completion certificates or contract with the client contact details, project title and description of works.	5	
	Bidder has successfully provided 2 to 3 waste removal services in industrial/ commercial/ residential premises	10	

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Company Previous Experience: continued	Proof of experience attached in client letter head in the form of award letter or reference letter, or purchase order accompanied by completion certificates or contract with the client contact details, project title and description of works.		
	Bidder has successfully provided 4 waste removal services in an industrial/ commercial/ residential premises Proof of experience attached in client letter head in the form of award letter or reference letter, or purchase order accompanied by completion certificates or contract with the client contact details, project title and description of works.	15	
	Bidder has successfully provided 5 waste removal services in an industrial/ commercial/ residential premises Proof of experience attached in client letter head in the form of award letter or reference letter, or purchase order accompanied by completion certificates or contract with the client contact details, project title and description of works.	20	
	Bidder has successfully provided 6 or more waste removal services in industrial/ commercial/ residential premises. Proof of experience attached in client letter head in the form of award letter or reference letter, or purchase order accompanied by completion certificates or contract with the client contact details, project title and description of works.	25	

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Method Statement for Waste Management services: <u>Key elements</u> 1. Health and Safety management plan 2. Waste removal method statement 3. Company's responsiveness / preparedness that covers the proposed scope of work including 4. Task descriptions and how such tasks will be performed on scheduled basis; 5. 5. Proposed work schedule / work plan 6. 6.Equipment and products to be utilized. 7. 7. Resources to be utilized including organogram	No submission or method statement does not refer to the provision of waste removal services	0	25
	Method statement only covers 1 of the key elements on how the contractor will execute the provision of waste removal services	5	
	Method statement covers 2 of the key elements on how the contractor will execute the provision of waste removal services	10	
	Method statement covers 3 or 4 of the key elements on how the contractor will execute the provision of waste removal services	15	
	Method statement covers 5 or 6 of the key elements on how the contractor will execute the provision of waste removal services	20	
	Method statement covers all 7 of the key elements on how the contractor will execute the provision of waste removal services	25	
Maximum possible score			100
Minimum Qualifying Score			70

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Respondents must complete and submit requirements as per **Annexure D** which includes a **Technical Questionnaire**. A Respondent's compliance with the minimum functionality/technical threshold will be measured by their responses to Annexure D.

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 Four for final evaluation

6.3 STEP THREE Evaluation and Final Weighted Scoring

- **Price and TCO Criteria** [Weighted score 80 points]:

Evaluation Criteria	RFP Reference
Commercial offer	<i>Section 4</i>

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

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

Where:

Ps = Score for the Bid under consideration

Pt = Price of Bid under consideration

$Pmin$ = Price of lowest acceptable Bid

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▪ **Specific Goals** [Weighted score 20 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.

6.4 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Threshold
Technical / functionality	70

Evaluation Criteria	Final Weighted Scores
Price	80
Specific goals - Scorecard	20
TOTAL SCORE:	100

6.5 STEP FOUR: Price Negotiations (if applicable)

- 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 PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
 - 1.1 first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
 - 1.2 negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- 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 post tender 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).

6.6 STEP FIVE : Objective Criteria (if applicable)

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder. The objective criteria Transnet may apply in this bid process include:

- Skills Transfer and Capacity Building for Transnet;
- Impact on Transnet's Return On Investment;

- Rotation of Suppliers to promote opportunities for other suppliers, by overlooking a supplier that has been awarded business repeatedly overtime in order to benefit other suppliers in the market;
- The bidder
- is undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- has the legal capacity to enter into the contract
- is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- complies with the legal requirements, if any, stated in the tender data and
- is able, in the option of the employer to perform the contract free of conflicts of interest.

6.7 **STEP SIX: Award of business and conclusion of contract**

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

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SECTION 4: PRICING AND DELIVERY SCHEDULE

(Mandatory documents please complete and submit) PLEASE COMPLETE TABLES A1, A2 AND ESCALATIONS SUMMARY TABLE AS PER AREA THAT YOU ARE QUOTING FOR.

DESCRIPTION OF AREAS	Specify by ticking area which you are quoting for:
<i>Empangeni – Refer to Annexure A – Pricing Schedule below</i>	
<i>Richards Bay – Refer to Annexure A – Pricing Schedule below</i>	
<i>Vryheid – Refer to Annexure A – Pricing Schedule below</i>	

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

Notes to Pricing:

- i. 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-
 - 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.
 If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFP.
- ii. Prices must be quoted in South African Rand inclusive of VAT.
- iii. Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- iv. To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- v. Rates proposed must be aligned with the Guide on Hourly Fee Rates for Consultants” by the Department of Public Service and Administration (DPSA);
- vi. Quantities given are estimates only. Any orders resulting from this RFP will be on an “as and when required” basis.

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- vii. Prices are to be quoted on a delivered basis to the affected areas (See Annexure B).
- viii. 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.
- ix. Where a Respondent's price(s) includes imported goods/items, the rate of exchange to be used must be in South African Rands for purposes of determining whether the price is market related or not and must be the currency's rate published by the South African Reserve Bank on the date of the advertisement of the bid:
- Currency rate of exchange utilised: _____
- x. Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 2, clause 1]

YES	
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1 DISCLOSURE OF CONTRACT INFORMATION

PRICES TENDERED

Respondents are to note that, on award of business, Transnet is required to publish the outcome of the RFQ 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:

 Respondent's Signature

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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.

2 PRICE REVIEW

The successful Respondent(s) [the Service provider] will be obliged to submit to an annual price review. Transnet will be benchmarking this price offering(s) against the lowest price received as per a benchmarking exercise. If the Service provider's price(s) is/are found to be higher than the benchmarked price(s), then the Service provider shall match or better such price(s) within 30 [thirty] calendar days, failing which the contract may be terminated at Transnet's discretion or the particular item(s) or service(s) purchased outside the contract.

3 SERVICE LEVELS

- a. An experienced national account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- b. Transnet will have quarterly reviews with the Service provider's account representative on an on-going basis.

Respondent's Signature

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- c. Transnet reserves the right to request that any member of the Supplier/Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- d. The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
1. Random checks on compliance with quality/quantity/specifications
 2. On-time delivery

If the Service provider does not achieve this level as an average over each quarter, Transnet will receive a 1.5% [one and a half per cent] rebate on quarterly sales payable in the next quarter

- e. The Service provider must provide a telephone number for customer service calls.
- f. Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

YES		NO	
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4 TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES

- a. Respondents shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFP process, to participate with Transnet in its continuous improvement initiatives to reduce the total cost of ownership [TCO], which will reduce the overall cost of transportation Goods/Services and related logistics provided by Transnet's operating divisions within South Africa to the ultimate benefit of all end-users.

Accepted:

YES		NO	
------------	--	-----------	--

If "yes", please specify details in paragraph 6.2 below.

- b. Respondents must briefly describe their commitment to TCO and continuous improvement initiatives and give examples of specific areas and strategies where cost reduction initiatives can be introduced. Specific areas and proposed potential savings percentages should be included. Additional information can be appended to the Respondent's Proposal if there is insufficient space available below.

5 RISK

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by the Respondent, in relation to:

a. Quality and specification of Goods/Services delivered:

b. Continuity of supply:

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

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESSES

1 _____

Name _____

2 _____

Name _____

ADDRESS OF WITNESSES

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

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SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

I/We _____
[name of entity, company, close corporation or partnership] of [full address]

carrying on business trading/operating as

represented by _____
in my capacity as _____
being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated _____ to enter into, sign execute and complete any documents relating to this proposal and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should Transnet decide to enter into Post Tender Negotiations with highest ranked bidder(s).

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

I/We hereby offer to supply/provide the abovementioned Goods/Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

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

- 1. Master Agreement (which may be subject to amendment at Transnet’s discretion if applicable);
- 2. General Bid Conditions; and
- 3. any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

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

Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of award [the **Letter of Award**], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Award, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

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

Furthermore, I/we agree to a penalty clause/s which will allow Transnet to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed delivery of the Goods/Services due to non-performance by ourselves, , etc.

I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide Transnet with cause for cancellation.

ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity: _____

Facsimile: _____

Address: _____

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Supplier/Service provider**] will be informed of the acceptance of its Proposal. Transnet will also publish the outcome of the tender, including successful and unsuccessful

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bidders, in the National Treasury e-tender portal. Any unsuccessful bidder has a right to request reasons for the bid not to be successful and Transnet has a duty to provide those reasons on receipt of the request from the bidder.

VALIDITY PERIOD

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

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [C.C.] on whose behalf the RFP is submitted.

(i) Registration number of company / C.C. _____

(ii) Registered name of company / C.C. _____

(iii) Full name(s) of director/member(s) Address/Addresses ID Number(s)

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	<i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFP <u>will</u> result in a Respondent's disqualification.</i>
Returnable Documents Used for Scoring	<i>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.</i>
Essential Returnable Documents	<i>Failure to provide essential Returnable Documents <u>will</u> result in Transnet affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.</i>

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

Respondent's Signature

Date & Company Stamp

1 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/No]
1. Submit valid letter of Good Standing (COID-A) from department of Employment and Labour or its agencies.	
2. Submit a Valid Waste Hub Certified Issued by Local Authority or Equivalent.	
3. SECTION 4: Pricing Schedules	

The above requirement is mandatory. Bidders who fail to submit all documents shall be immediately disqualified. All certified copies must not be older than 3 months from the closing date of this tender.

2 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:

<u>RETURNABLE DOCUMENTS USED FOR SCORING</u>	SUBMITTED [Yes or No]
Respondent's valid proof of evidence to claim points for compliance with Specific Goals' requirements as stipulated in Section 9 of this RFP	
Organogram and CV's of key persons:	
Risk Assessment	
Company Previous Experience:	
Method Statement for Waste Management services	
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 9 of this RFP (Valid B-BBEE certificate or Sworn- Affidavit as per DTIC guidelines)	
Pricing Schedules (Annexure A)	
Specific Goals Point Claim Form	

3 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:

Respondent's Signature

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CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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: Proposal Form and List of Returnable documents	
SECTION 6: Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7: RFP Declaration and Breach of Law Form	
SECTION 10: Certificate of attendance of Compulsory RFP Briefing	
SECTION 11: Protection of Personal Information	
ANNEXURE E – Master Agreement	
ANNEXURE F – Transnet's General Bid Conditions	
ANNEXURE G – Transnet's Supplier Integrity Pact	
ANNEXURE H – Non-Disclosure Agreement	
Submission of SARS Tax Pin to confirm tax compliance	
Proof of registration on the National Treasury's Central Supplier Database (CSD)	

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.

SIGNED at _____ on this _____ day of _____ 20____

Respondent's Signature

Date & Company Stamp

SIGNATURE OF WITNESSES	ADDRESS OF WITNESSES
1 _____ Name _____	_____ _____
2 _____ Name _____	_____ _____

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 6: RFQ 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 SOC Ltd 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 for the purpose of calculating tendered prices or any other purpose:

1. Transnet's General Bid Conditions
2. Master Agreement and SLA attached
3. Transnet's Supplier Integrity Pact
4. Non-disclosure Agreement
5. Scope of Works attached to this RFP

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 any term or condition may result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond on, 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 the Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and complete in every respect.

Respondent's Signature

Date & Company Stamp

SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

We hereby certify that:

- Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;
- We have received all information we deemed necessary for the completion of this Request for Proposal [**RFP**];
- We have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Goods/Services 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.
- 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;
- 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;
- We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity 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;
- 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
- 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]

- 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 (SBD4)

1. PURPOSE OF THE FORM

- 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 and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- Where a person/s are 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. Bidder's declaration

- Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

- 1.1.1** If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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.

b. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

2.1.1 If so, furnish particulars:

.....
.....

c. 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

i. If so, furnish particulars:

.....
.....

3. DECLARATION

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

- a. I have read and I understand the contents of this disclosure;
- b. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

- c. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- d. 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.
- e. 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.
- f. 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.
- g. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 12, 13 and 14 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

BREACH OF LAW

We further hereby certify that *I/we* (the bidding entity and/or any of its directors, members or partners) ***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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

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

Respondent's Signature

Date & Company Stamp

SECTION 8: RFP CLARIFICATION REQUEST FORM

RFP No: TP/2025/04/0004/93373/RFP,

RFP deadline for questions / RFP Clarifications: Before 12pm on 12 June 2025

TO: Transnet SOC Ltd

ATTENTION: Jennifer Manikam

EMAIL jennifer.manikam@transnet.net

DATE: _____

FROM: _____

RFP Clarification No *[to be inserted by Transnet]*

REQUEST FOR RFP CLARIFICATION

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's part of a bound notebook.

Respondent's Signature

Date & Company Stamp

SECTION 9: 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.

- **GENERAL CONDITIONS**

- The following preference point systems are applicable to all bids:
the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
 - The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- Preference points for this bid shall be awarded for:
 1. Price;
 2. B-BBEE Status Level of Contribution; and
 3. Any other specific goal determined in Transnet preferential procurement policy.
- The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION LEVEL 1	10
EME OR QSE 51% BLACK OWNED	5
+50% BLACK YOUTH OWNED ENTITIES	5
Total points for Price and Specific Goals must not exceed	100

- Failure on the part of a bidder to submit proof of evidence for any of the specific goals together with the bid will be interpreted to mean that preference points are not claimed.
- The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to

Respondent's Signature

Date & Company Stamp

substantiate any claim in regard to preferences, in any manner required by the purchaser.

- **DEFINITIONS**

- i) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- ii) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- iii) **"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;
- iv) **"Ownership"** means 51% black ownership
- v) **"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;
- vi) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- vii) **"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);
- viii) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- ix) **"Price"** includes all applicable taxes less all unconditional discounts.
- x) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- xi) **"QSE"** means a Qualifying Small 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);
- xii) **"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.
- xiii) **"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.

- **POINTS AWARDED FOR PRICE**

o **THE 80/20 PREFERENCE POINT SYSTEMS**

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = 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 (80/20)
B-BBEE Level of contributor – Level 1	10
EME or QSE 51% Black Owned	5
+50% Black Youth Owned Entities	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

- **EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS**

- 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	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate
+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

- 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

Respondent's Signature

Date & Company Stamp

QSE	<p>Certificate issued by SANAS accredited verification agency</p> <p>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)</p> <p>[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.]</p>
EME³	<p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>

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

- **BID DECLARATION**

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

- **B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED**

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

- **SUB-CONTRACTING**

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

(***Tick applicable box***)

YES		NO	
-----	--	----	--

- If yes, indicate:

1. What percentage of the contract will be subcontracted.....%
2. The name of the sub-contractor.....
3. The B-BBEE status level of the sub-contractor.....
4. Whether the sub-contractor is an EME or QSE.

(Tick applicable box)

YES		NO	
-----	--	----	--

5. Specify, by ticking the appropriate box, if subcontracting with any of the following enterprises:

: 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		

- **DECLARATION WITH REGARD TO COMPANY/FIRM**

- o Name of company/firm:.....
- o VAT registration number:.....
- o Company registration number:.....
- o TYPE OF COMPANY/ FIRM
 - ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]
- o DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

Respondent's Signature

Date & Company Stamp

.....

 ○ COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- The information furnished is true and correct;
- The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- If a bidder submitted false information regarding its B-BBEE status level of contributor or any other matter required in terms of the Preferential Procurement Regulations, 2022 which will affect or has affected the evaluation of a bid 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

- i)
 ii)

.....
 SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS.....

SECTION 10: CERTIFICATE OF ATTENDANCE OF COMPULSORY RFP BRIEFING

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*

attended the RFP briefing in respect of the proposed Services to be rendered in terms of this RFP on
_____20____

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

NOTE:

This certificate of attendance must be filled in duplicate, one copy to be kept by Transnet and the other copy to be kept by the bidder.

Respondent's Signature

Date & Company Stamp

SECTION 11: PROTECTION OF PERSONAL INFORMATION

- a) 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.

- 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) 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.
- d) 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.
- e) 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.
- f) 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.
- g) 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.
- h) 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).

- i) 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.
- j) 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.
- k) 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	
-----------	--

- l) 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.
- m) 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

Respondent's Signature

Date & Company Stamp

ANNEXURE A (ATTACHED BELOW)

PRICING SCHEDULES (PLEASE COMPLETE)

*Each Area Colour Coded for Ease of Reference.

PRICING SCHEDULES – Waste Removal Services

MAINTENANCE COMPONENTS: Price per item which may not be limited to the list below

SCHEDULE OF QUANTITIES AND RATES FOR TRANSNET PROPERTY

Respondents are required to complete the table below (Failure to complete all items in the tables below will result in the bidder being disqualified).

The Contractor acknowledges that he has satisfied himself as to all the stipulations, conditions and circumstances affecting the Price List / Rates for executing the Services as described in this RFQ.

Bidders must comply with applicable determination or agreement, in terms of the Labour Relations Act 66 of 1995 and Basic Conditions of Employment Act, 75 of 1997. Gazetted Minimum wages should be adhered to and other benefits such as bonuses, paid annual leave and sick leave should also be provided. Bidders who are found to be in contravention of the gazetted minimum wage, will be disqualified or will have their contract cancelled depending at the stage which this contravention get discovered.

Respondent's Signature

Date & Company Stamp

All Rates must exclude VAT.**TABLE A1: PRICING SCHEDULES - EMPANGENI (EMPANGENI, MEREENSEE, MANDENI)**

Area/s	Description	Frequency	Quantity	Monthly Rental (Total qty)	Monthly Removal (total qty Once weekly)	Monthly Total (rentals plus removals)	Total Year 1	Total Year 2	Total Year 3
Empangeni & surrounding areas	Colour coded building entrance bins (with 4 recycling compartments)	Weekly	26	R	R	R	R	R	R
Empangeni & surrounding areas	Black Wheelie bin	Weekly	29	R	R	R	R	R	R
Empangeni & surrounding areas	Red Wheelie bin	Weekly	21	R	R	R	R	R	R
Empangeni & surrounding areas	Blue Wheelie bin	Weekly	19	R	R	R	R	R	R
Empangeni & surrounding areas	Yellow Wheelie bin	Weekly	19	R	R	R	R	R	R
Empangeni & surrounding areas	Grey Wheelie bin	Weekly Service	19	R	R	R	R	R	R
Empangeni & surrounding areas	General Waste Skip 6m ³	As and when	19	R	R	R	R	R	R
Empangeni & surrounding areas	General Waste Skip 3m ³	As and when	19	R	R	R	R	R	R
TOTAL PRICE, excluding VAT:							R		
VAT (if applicable)							R		
Unconditional Discount(s)							R		
Total Inclusive of VAT (where applicable)							R		

Respondent's Signature

Date & Company Stamp

Ad-hoc Labour Rates, Travel & Mark-up on Materials**RATES FOR AD-HOC (NON-SCHEDULED WORK) AND EMERGENCY CALL-OUTS:****TABLE A2 – EMPANGENI (EMPANGENI, MEREENSEE, MANDENI)**

Description	Quantity	Monthly Rental	Rate per removal	Monthly Total (Rental plus min. of one removal) (YEAR 1) *	Year 2	Year 3
3m ³ Closed Container/ bin	1	R	R	R	R	R
3m ³ Open Container/ bin	1	R	R	R	R	R
6m ³ Closed Container/ bin	1	R	R	R	R	R
6m ³ Open Container/ bin	1	R	R	R	R	R
9m ³ Closed Container/ bin	1	R	R	R	R	R
9m ³ Open Container/ bin	1	R	R	R	R	R
11m ³ Closed Container/ bin	1	R	R	R	R	R
11m ³ Open Container/ bin	1	R	R	R	R	R
14m ³ Closed Container/ bin	1	R	R	R	R	R
14m ³ Open Container/ bin	1	R	R	R	R	R
TOTAL PRICE, exclusive of VAT:					R	R
VAT (if applicable)					R	R
Unconditional Discount(s)					R	R
Total Inclusive of VAT (where applicable)					R	R

*The price list/rates shall be kept firm and fixed for a period of 12 months, subject thereafter to adjustment (i.e. after the initial period of 12 months).

Line by line evaluations to assess competitiveness of pricing, therefore, Transnet Property reserve the right not to award to the lowest scoring bidder should it be established that certain line items are not competitive.

Respondent's Signature

Date & Company Stamp

Final Price scores will be rounded off to the nearest 2 (two) decimal places.

ESCALATIONS SUMMARY TABLE - EMPANGENI (EMPANGENI, MEREENSEE, MANDENI)				
Item No	Description	Year 1	Year 2	Year 3
TABLE A1:	Annual Escalations used in the price list for the 3 years	0%	%	%
TABLE A2:	Annual Escalations used in the price list for the 3 years	0%		

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All Rates must exclude VAT.

PRICING SCHEDULES - TABLE A1: RICHARDS BAY (RICHARDS BAY, NSESE, MTUBATUBA, GOLELA AND HLUHLUWE)									
Area/s	Description	Frequency	Quantity	Monthly Rental (Total qty)	Monthly Removal (total qty Once weekly)	Monthly Total (rentals plus removals)	Total Year 1	Total Year 2	Total Year 3
Richards Bay & surrounding areas	Colour coded building entrance bins (with 4 recycling compartments)	Weekly	12	R	R	R	R	R	R
Richards Bay & surrounding areas	Black Wheelie bin	Weekly	24	R	R	R	R	R	R
Richards Bay & surrounding areas	Red Wheelie bin	Weekly	16	R	R	R	R	R	R
Richards Bay & surrounding areas	Blue Wheelie bin	Weekly	19	R	R	R	R	R	R
Richards Bay & surrounding areas	Yellow Wheelie bin	Weekly	19	R	R	R	R	R	R
Richards Bay & surrounding areas	Grey Wheelie bin	Weekly Service	19	R	R	R	R	R	R
Richards Bay & surrounding areas	General Waste Skip 6m ³	As and when	17	R	R	R	R	R	R
Richards Bay & surrounding areas	General Waste Skip 3m ³	As and when	14	R	R	R	R	R	R
TOTAL PRICE, excluding VAT:							R		
VAT (if applicable)							R		
Unconditional Discount(s)							R		
Total Inclusive of VAT (where applicable)							R		

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Ad-hoc Labour Rates, Travel & Mark-up on Materials**RATES FOR AD-HOC (NON-SCHEDULED WORK) AND EMERGENCY CALL-OUTS:****TABLE A2 – RICHARDS BAY (RICHARDS BAY, NSESE, MTUBATUBA, GOLELA AND HLUHLUWE)**

Description	Quantity	Monthly Rental	Rate per removal	Monthly Total (Rental plus min. of one removal) (YEAR 1) *	Year 2	Year 3
3m ³ Closed Container/ bin	1	R	R	R	R	R
3m ³ Open Container/ bin	1	R	R	R	R	R
6m ³ Closed Container/ bin	1	R	R	R	R	R
6m ³ Open Container/ bin	1	R	R	R	R	R
9m ³ Closed Container/ bin	1	R	R	R	R	R
9m ³ Open Container/ bin	1	R	R	R	R	R
11m ³ Closed Container/ bin	1	R	R	R	R	R
11m ³ Open Container/ bin	1	R	R	R	R	R
14m ³ Closed Container/ bin	1	R	R	R	R	R
14m ³ Open Container/ bin	1	R	R	R	R	R
TOTAL PRICE, excluding VAT:				R	R	R
VAT (if applicable)				R	R	R
Unconditional Discount(s)				R	R	R
Total Inclusive of VAT (where applicable)				R	R	R

*The price list/rates shall be kept firm and fixed for a period of 12 months, subject thereafter to adjustment (i.e. after the initial period of 12 months).

Line by line evaluations to assess competitiveness of pricing, therefore, Transnet Property reserve the right not to award to the lowest scoring bidder should it be established that certain line items are not competitive.

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Final Price scores will be rounded off to the nearest 2 (two) decimal places.

ESCALATIONS SUMMARY TABLE - RICHARDS BAY (RICHARDS BAY, NSESE, MTUBATUBA, GOLELA AND HLUHLUWE)				
Item No	Description	Year 1	Year 2	Year 3
TABLE A1:	Annual Escalations used in the price list for the 3 years	0%	%	%
TABLE A2:	Annual Escalations used in the price list for the 3 years	0%		

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All Rates must exclude VAT.

PRICING SCHEDULES - TABLE A1: VRYHEID (VRYHEID, VRYHEID EAST AND ULUNDI)									
Area/s	Description	Frequency	Quantity	Monthly Rental (Total qty)	Monthly Removal (total qty Once weekly)	Monthly Total (rentals plus removals)	Total Year 1	Total Year 2	Total Year 3
Vryheid, Vryheid East & Ulundi	Colour coded building entrance bins (with 4 recycling compartments)	Weekly	26	R	R	R	R	R	R
Vryheid, Vryheid East & Ulundi	Black Wheelie bin	Weekly	27	R	R	R	R	R	R
Vryheid, Vryheid East & Ulundi	Red Wheelie bin	Weekly	27	R	R	R	R	R	R
Vryheid, Vryheid East & Ulundi	Blue Wheelie bin	Weekly	27	R	R	R	R	R	R
Vryheid, Vryheid East & Ulundi	Yellow Wheelie bin	Weekly	27	R	R	R	R	R	R
Vryheid, Vryheid East & Ulundi	Grey Wheelie bin	Weekly Service	27	R	R	R	R	R	R
Vryheid, Vryheid East & Ulundi	General Waste Skip 6m ³	As and when	21	R	R	R	R	R	R
Vryheid, Vryheid East & Ulundi	General Waste Skip 3m ³	As and when	20	R	R	R	R	R	R
TOTAL PRICE, excluding VAT:							R		
VAT (if applicable)							R		
Unconditional Discount(s)							R		
Total Inclusive of VAT (where applicable)							R		

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Ad-hoc Labour Rates, Travel & Mark-up on Materials**RATES FOR AD-HOC (NON-SCHEDULED WORK) AND EMERGENCY CALL-OUTS:****TABLE A2 – VRYHEID (VRYHEID, VRYHEID EAST AND ULUNDI)**

Description	Quantity	Monthly Rental	Rate per removal	Monthly Total (Rental plus min. of one removal) (YEAR 1) *	Year 2	Year 3
3m ³ Closed Container/ bin	1	R	R	R	R	R
3m ³ Open Container/ bin	1	R	R	R	R	R
6m ³ Closed Container/ bin	1	R	R	R	R	R
6m ³ Open Container/ bin	1	R	R	R	R	R
9m ³ Closed Container/ bin	1	R	R	R	R	R
9m ³ Open Container/ bin	1	R	R	R	R	R
11m ³ Closed Container/ bin	1	R	R	R	R	R
11m ³ Open Container/ bin	1	R	R	R	R	R
14m ³ Closed Container/ bin	1	R	R	R	R	R
14m ³ Open Container/ bin	1	R	R	R	R	R
TOTAL PRICE, excluding VAT:					R	R
VAT (if applicable)					R	R
Unconditional Discount(s)					R	R
Total Inclusive of VAT (where applicable)					R	R

*The price list/rates shall be kept firm and fixed for a period of 12 months, subject thereafter to adjustment (i.e. after the initial period of 12 months).

Line by line evaluations to assess competitiveness of pricing, therefore, Transnet Property reserve the right not to award to the lowest scoring bidder should it be established that certain line items are not competitive.

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Final Price scores will be rounded off to the nearest 2 (two) decimal places.

ESCALATIONS SUMMARY TABLE - VRYHEID (VRYHEID, VRYHEID EAST AND ULUNDI)				
Item No	Description	Year 1	Year 2	Year 3
TABLE A1:	Annual Escalations used in the price list for the 3 years	0%	%	%
TABLE A2:	Annual Escalations used in the price list for the 3 years	0%		

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ANNEXURE C - BOQ FOR WASTE SEPARATION - EMPANGENI

Item No	Station	Depots	CLIENT	Colour coded building entrance bins (with 4 recycling compartments)	Black Wheelie bin	Red Wheelie bin	Blue Wheelie bin	Yellow Wheelie bin	Grey Wheelie bin	Waste Skip 6m³	Waste Skip 3m3
1.	Empangeni	Malahle	Various	4	2	2	2	2	2	1	1
2.	Empangeni	Infra	Various	4	10	4	2	2	2	3	3
3.	Empangeni	K-Block	Various	1	1	1	1	1	1	1	1
4	Empangeni	Signals (next to Hazmat)	Operations	1	1	1	1	1	1	1	1
5	Empangeni	Hazmat	Hazmat & signals	1	1	1	1	1	1	1	1
6	Empangeni	Electrical & SCS	Electrical & SCS	3	2	2	2	2	2	2	1
7	Empangeni	Signals	Signals	1	1	1	1	1	1	1	1
8	Empangeni	Telecoms	Telecoms	1	1	1	1	1	1	1	1
9	Empangeni	Station	Operations	2	1	1	1	1	1	1	1
10	Empangeni	Goodshed	OHE	1	1	1	1	1	1	1	1
11	Empangeni	TP Houses	Various	3	1	1	1	1	1	1	1
12	Empangeni	Mega Hub		1	1	1	1	1	1	1	1
13	Mereense	Old Naval base	Various	0	2	0	0	0	0	0	1
14	Mandeni	Station	Operations	0	1	1	1	1	1	1	1
15	Empangeni	Menta Health	Various	1	1	1	1	1	1	1	1
16	Empangeni	Dina Lane	Various	1	1	1	1	1	1	1	1
17	Empangeni	Old Clinic	Various	1	1	1	1	1	1	1	1

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**ANNEXURE C - BOQ FOR WASTE SEPARATION -
RICHARDS BAY**

Item No	Station	Depots	CLIENT	Colour coded building entrance bins (with 4 recycling compartments)	Black Wheelie bin	Red Wheelie bin	Blue Wheelie bin	Yellow Wheelie bin	Grey Wheelie bin	Waste Skip 6m³	Waste Skip 3m³
1	Nsese	Client Centre	Operations	1	0	0	0	0	0	1	0
2	Nsese	CTC	Operations	1	1	1	1	1	1	1	1
3	Nsese	Nsese Yard	Operations	1	2	2	2	2	2	1	1
4	Nsese	Perway	Operations	1	1	1	1	1	1	1	1
5	Nsese	Loco	Operations	1	2	2	2	2	2	2	2
6	Richards Bay	2279	Operations	2	1	1	1	1	1	1	1
7	Richards Bay	2279 Yard	Operations	1	1	1	1	1	1	1	1
8	Richards Bay	Phosphate	Operations	1	1	1	1	1	1	1	1
9	Richards Bay	Greystone	Operations	0	3	0	0	0	0	0	0
10	Richards Bay	Bayview	Operations	1	1	1	1	1	1	2	1
10	Richards Bay	Bayview	Operations	1	1	1	1	1	1	2	1
	Richards Bay	229	Operations	0	1	1	1	1	1	0	0
	Richards Bay	Shunt 2	Operations	0	1	1	1	1	1	0	0
	Richards Bay	Shunt3/148	Operations	0	1	1	1	1	1	0	0
	Richards Bay	124	Operations	0	1	1	1	1	1	0	0
11	Richards Bay	Telecoms	Operations	1	1	1	1	1	1	1	1
12	Richards Bay	Skoonkai	Operations	0	2	0	0	0	0	0	0
13	Mtubatuba	Station	Operations	0	1		1	1	1	1	1
14	Golela	Station	Operations	0	1		1	1	1	1	1
15	Hluhluwe	Station	Operations	0	1		1	1	1	1	1

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ANNEXURE C - BOQ FOR WASTE SEPARATION VRYHEID

Item No	Station	Depots	CLIENT	Colour coded building entrance bins (with 4 recycling compartments)	Black Wheelie bin	Red Wheelie bin	Blue Wheelie bin	Yellow Wheelie bin	Grey Wheelie bin	Waste Skip 6m³	Waste Skip 3m³
1.	Vryheid East	Perway	Perway	1	1	1	1	1	1	1	1
2.	Vryheid East	Supply Chain	Supply Chain	1	1	1	1	1	1	1	1
3.	Vryheid East	Signals	Signals	1	1	1	1	1	1	1	1
4.	Vryheid East	Electrical	Electrical	1	1	1	1	1	1	1	1
5.	Vryheid East	Area Manager	Operations	1	1	1	1	1	1	0	0
6.	Vryheid East	Loco	Operations	1	1	1	1	1	1	1	1
7.	Vryheid East	CTC	Operations	1	1	1	1	1	1	1	1
8.	Vryheid East	Hazmat	Hazmat	1	1	1	1	1	1	1	1
9.	Vryheid East	Signals	Signals	1	1	1	1	1	1	1	1
10.	Vryheid East	471 Side Yard	Operations	1	1	1	1	1	1	0	0
11.	Vryheid East	Vaccum Yard 471	Operations	1	1	1	1	1	1	0	0
12.	Vryheid East	Vaccum Yard 333	Operations	1	1	1	1	1	1	0	0
13.	Vryheid East	Train Block	Operations	1	1	1	1	1	1	1	1
14.	Vryheid East	120 Yard	Operations	1	1	1	1	1	1	0	0
15.	Vryheid	Mark Street	Various	1	1	1	1	1	1	1	1
16.	Vryheid	Jan Moolman (old TCP)	Infra	1	1	1	1	1	1	1	1
14.	Vryheid	PWI	Various	1	2	2	2	2	2	2	1
15.	Vryheid	RNC	RNC	1	1	1	1	1	1	1	1
16.	Vryheid	Signals	Signals	1	1	1	1	1	1	1	1
17.	Vryheid	Telecoms	Telecoms	1	1	1	1	1	1	0	0
18.	Vryheid	Welding	Welding	1	1	1	1	1	1	1	1
19.	Vryheid	Station	Operations	1	1	1	1	1	1	1	1
20.	Vryheid	APS	Operations	1	1	1	1	1	1	1	1
21.	Vryheid	Network	Operations	1	1	1	1	1	1	1	1
22.	Ulundi	INFRA PWI	Electrical & Perway	1	1	1	1	1	1	1	1
22.	Ulundi	Signals	Signals	1	1	1	1	1	1	1	1

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SCOPE OF WORKS – ANNEXURE C

1. Transnet Property's objectives

- 1.1. Transnet Property's objective is to enter into a term Service contract with the Service Provider to provide Waste Management Services for all affected Transnet Properties. (Annexure 1: List of Affected Properties) for the period of 36 months to ensure compliance with Safety, Health and Environmental legislative requirements and standards.
- 1.2. To provide collection, classification, sorting, bailing, removal, and disposal of waste at an appropriate lawful landfill/disposal site. In addition, Transnet Property is also committed to the reduction of pollution resulting from its activities as well as improving its environment performance through adopting and implementing sustainability principles. This comprehensive waste management solution will aim to ensure significant reduction of its negative impact to the environment.
- 1.3. Transnet Property aims to identify alternative solutions for its waste and thereby reduce its quantities for disposal at the landfill site and improve on recyclables. The following are the key objectives of this programme:
 - Handle, store, recycle and transport waste in line with legal requirements.
 - Ensure reduction of waste transported to landfill/disposal sites.
 - Ensure that there are sufficient facilities for handling and disposal of waste onsite.
 - Ensure that waste is disposed of in a responsible manner, i.e. at approved landfill/disposal sites.
 - Ensure that waste streams do not result into a nuisance.
 - Ensure that waste data is collated and reported to Transnet Property.
 - Ensure that monetary rebate is received by Transnet Property from recyclables waste.

2. Executive overview

- 2.1. Transnet Property requires the Services to ensure that the Site / Affected Property remains clean and presentable through the conclusion of this contract with the Service Provider.
- 2.2. The Service Provider's procedures for the procurement, storage, handling, classification, sorting, transporting, and disposal of waste shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities, including but not restricted to:

- 2.2.1. The Constitution (Act 108 of 1996): Entitles all South Africans the right to a healthy environment and states that the environment should be protected for the benefit of present and future generations.
- 2.2.2. National Environmental Management: Waste Act, Act 59 of 2008: provides the guidelines for waste management, transportation, disposal, classification, records, licensing and permits etc.
- 2.2.3. Section 28 of NEMA places a legal "duty of care" and a 'polluter-pays-principle on all people.
- 2.2.4. Occupational Health and Safety Act: Section 9 of the Occupational Health and Safety Act 1993 imposes a duty on companies and directors to ensure, as far as reasonably practicable that persons other than just those in their employ who may be directly affected by their activities are not exposed to health and safety hazards.
- 2.2.5. Any other relevant legislation as may be required by the Law.

3. Description of the Services

- 3.1. This Service covers the complete **Waste Management Service** in or on the Premises or any other work arising out of or incidental to the above or required of the Service Provider for the proper completion of the Service in accordance with the true meaning and intent of this Agreement on an agreed basis. The final acceptance of the Service lies with Transnet Property.
- 3.2. Collection:
 - 3.2.1. The Service Provider will manage the collections required for all waste streams. Collections will be made at a suitable frequency to ensure good housekeeping is maintained in all waste areas to the satisfaction of the client. Areas that are exposed to people will be the first to be collected in the morning. These areas will be pointed out to the appointed service provider.
 - 3.2.2. The Service Provider must ensure that vehicles used are fitted with the necessary Emergency Response Equipment as described in the relevant act. The service provider must make provision for driving personnel to achieve the required service level.
- 3.3. Sorting, Bailing and Storage for Transfer
 - 3.3.1. Access to the Waste Facility to be controlled at all times. The Service Provider will provide the necessary equipment, tools, labour, drivers and supervision to carry out the scheduled activities. Where applicable the activities will include:
 - Suitable sorting table(s) for the sortation process.
 - Sorting racks
 - Suitable bailing machine(s).

- General non-recyclable waste compactor with bin lifter suitable for the anticipated waste volumes.
- Weigh scale to weigh recyclable waste.
- Suitable containers/storage units for recyclables.
- Skips
- High pressure cleaning equipment.
- Vehicles to meet service levels.
- Odour control unit
- Any other equipment not mentioned above but required to meet the service level requirement.

3.4. Services

3.4.1. The Service Provider shall provide labour to perform the following activities:

- Separate and sort waste accordingly into the various waste streams generated.
- Bailing of recyclables/non compactible waste streams and loading into designated containers/storage areas.
- Maintaining adequate stock of clean wheelie bins for rotation to all satellite collection areas.
- Compacting of waste for landfill disposal.
- Cleaning of all equipment and wheelie bins.

3.4.2. The Service Provider shall always maintain and ensure good housekeeping standards. Equipment will need to be maintained according to manufacturer specifications, with calibration conducted as per manufacturer requirements, and available on site. The service provider is to dispose of waste that cannot be reduced, reused, recycled, at a permitted landfill facility.

3.5. Transportation and Disposal

3.5.1. The Service Provider will provide for the transportation of waste from the sites transfer area to approved disposal and recycling sites.

3.5.2. The Service Provider will provide for all costs related to the safe disposal and recycling at approved sites.

3.5.3. The Service Provider is to ensure written agreement is reached with disposal sites that are permitted to legally carry out disposal activities in line with their permit approvals.

- 3.5.4. The Service Provider will ensure full compliance to all legislative and regulatory requirements to ensure the safe and responsible disposal of Transnet Property's generated waste.

3.6. Recyclables

- 3.6.1. The Service Provider will provide a monetary return on recyclables at the agreed rates and terms.
- 3.6.2. The Service Provider is to ensure written agreement is reached with recycling sites that are permitted to legally carry out recycling activities in line with their permit approvals.
- 3.6.3. The Service Provider will ensure full compliance to all legislative and regulatory requirements to ensure the safe and responsible disposal of Transnet Property's generated waste.

3.7. New Waste Streams

- 3.7.1. The Service Provider is encouraged throughout the contract to identify new recyclable waste streams to divert waste from landfill. Where new streams are identified Transnet Property will enter into negotiations with the appointed service provider with a view to reach a mutually beneficial agreement between Transnet Property's and the Service Provider.

3.8. Diversion of Waste

- 3.8.1. In the case where more favourable disposal and recycling sites are identified by Transnet Property, Transnet Property's reserves its right to divert such waste streams excluding it from the provision of this service.

4. Documentation

- 4.1. The Service Provider should provide a Disposal Sites permits/licenses. Permits/Licences or exemptions issued by the Department of Forestry, Fisheries and the Environment for all disposal sites utilised. This includes landfills, incinerators, recyclers, transfer stations. The Service Provider must notify Transnet Property of all waste disposal sites to which the waste is being transported to and disposed of. The Service Provider must notify Transnet Property in writing within 30 days of any changes to these sites and obtain approval prior changing to the new site. Transnet Property must approve the sites before any waste transported and disposed of at the respective sites.

- 4.2. The Monthly Waste Reports must be submitted within the first five days of the new month. The monthly report must include:

- 4.2.1. Waste volumes
- 4.2.2. Waste categories
- 4.2.3. Recyclable volumes
- 4.2.4. Landfill site(s) used and registers.
- 4.2.5. Recycler(s) used.
- 4.2.6. Non- compliance issues
- 4.2.7. Waste manifest documents
- 4.2.8. Safe disposal certificates
- 4.2.9. Site access control – Record of persons entering the work area.
- 4.2.10. Operational matters (Spills, staffing, water conservation, electricity usage, calibration of equipment, maintenance of assets, incidents, audits, collection frequencies).

- 4.3. The monthly report must be submitted in a user friendly and in a compatible format agreed by Transnet Property upon award. Signed copies of Waste Manifest Documents must be attached to the report. Waste Manifests must be provided for all waste streams and must be in line with requirements of the National Waste Management Act, Act 59 of 2008. Safe disposal certificates to be attached to the report.

- 4.4. Where waste receptacles are transported directly to the disposal site (i.e. where waste has not been combined with waste from other companies), weigh bills shall be issued by the Waste Disposal Site. These shall be submitted to Transnet Property with the corresponding Waste Manifest Document.

- 4.5. The Weekly Waste Report must include the following:

- 4.5.1. Waste volumes
- 4.5.2. Recyclable volumes
- 4.5.3. Represents actual waste generated in real time.

5. Deliverables

- 5.1. Weekly reports with applicable statistics.
- 5.2. Monthly report, with all the documentation mentioned above. This shall include proof of equipment maintenance, and calibration. A maintenance schedule must be submitted together with this proposal.

- 5.3. Annual reports. Annual reports must show annual trends in waste management. A report framework will be finalised once the service provider has been appointed. The report must be in a format that is user friendly and is to Transnet Property's satisfaction.
- 5.4. Final integrated report at the end of the contract period. Final report to be submitted in an electronic format as well as a hard copy should it be required.

6. Management Structures

6.1. Performances Measures

6.1.1. Should Contractor fail to meet the key performance areas set out in this Scope of work and further fail to remedy the Non-Performance in accordance with the remedy period indicated in a target key performance, it shall be liable to the Client for a Deduction only in respect of the Critical Items detailed in performance indicator in Table 1 hereto and determined in accordance with the table below. Such Deduction shall be assessed on a daily basis and set off against any payments due by the Client to Contractor.

6.1.2. The Deduction shall be as indicated in the penalties set out in the performance indicators table 1 below.

6.2. Generic specifications

6.2.1. All work shall conform to all relevant SANS Standards, OHS ACT Regulations, Environmental Legislation and all other legislation that might be relevant to this Contract and the execution thereof.

- The contractor will weigh or measure the volume of waste being collected from Transnet Property and issue a weigh bill for the full quantity of waste before it leaves the site.
- The contractor will ensure that Transnet Property receives a safe disposal certificate for all waste that is disposed of.
- Comply with Section 23, 24 & 25 of the National Environmental Management Waste Act (NEMWA.)
- The contractor will ensure that all necessary tools, equipment, and consumables required for the execution of the works are always available on site to execute the works.
- The contractor will conduct daily inspections of all areas of responsibility.

6.3. Quality Plans and Control

6.3.1. All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Contractor will be expected to draft quality plans for the Service Manager from time to time.

Key Performance Area	Key Performance Indicator	Key Performance Target	Penalties
PM Schedule Compliance	% Compliance to escalation timeframes/scheduling timeframes/completion dates	100%	<ul style="list-style-type: none"> 5% of the monthly invoice, amount payable the following month. 3 consecutive non-conformances will result in termination of contract
Statutory Inspection Compliance	Maintaining statutory (OHS Act and other Regulations) compliance of the Premises and meeting the requirements	100%	<ul style="list-style-type: none"> Non-compliance will not be tolerated. Immediate termination of contract for any non-compliance
Safety	Life Threatening Incidents	<0: Hours without LTI	<ul style="list-style-type: none"> Non-compliance will not be tolerated. Immediate termination of contract for any non-compliance
Time to Quote	Average number of business days to get a quote to be approved by Contractor.	2 days (Dependant on nature and extent of works).	<ul style="list-style-type: none"> 5% of the monthly invoice, amount payable the following month 2 days (Dependant on nature and extent of works).
Skills base and Staff compliment	As per skills list in the pricing data/SOW requirements.	Full compliance on any inspection day (non-compliance will result in termination of contract)	<ul style="list-style-type: none"> Deduction of the rate for the skill not found plus 20 % of the monthly invoice, amount payable the following month 2 consecutive non-conformances will result in termination of contract
Environmental Contraventions	Environmental standards are regularly monitored, reviewed and maintained in accordance with all legal and regulatory requirements Number of notices issued.	0	<ul style="list-style-type: none"> Non-compliance will not be tolerated. Immediate termination of contract for any non-compliance

6.4. Management meetings

6.4.1. The Service Provider or its duly authorised representative on the Site/Affected Property shall be required to attend monthly (as needed) Co-ordination/Risk Reduction meetings with Transnet Property or its delegate at the Site/Affected Property to discuss the provision of Services, and the Contractor warrants that any representative who attends such Co-ordination/Risk Reduction meetings on its behalf shall be duly authorised to do and to bind the Service Provider vis-a-vis all decisions taken and agreements reached. Minutes and records of such Co-ordination/Risk Reduction meetings shall be the responsibility of Transnet Property. Minutes will be made available to the Service Provider within seven (7) working days.

6.4.2. The Service Provider must present a monthly written report on the Services rendered by it, in respect of the Site/Affected Property. Unless Transnet Property prescribes otherwise, this report shall include the following:

- 6.4.2.1. Name, address and telephone number of the Service Provider.
- 6.4.2.2. Date of report and reporting period.
- 6.4.2.3. Incidents/events.
- 6.4.2.4. Problems, including administrative problems with Transnet Property experienced during reporting period.
- 6.4.2.5. Any factors that affect, or may affect, the safety of the Site / Affected Property or people and equipment.

6.4.3. Transnet Property may request supplementary and interim written reports from the Service Provider.

6.5. Service Provider's Management, Supervision and Key People

6.5.1. The Service Provider shall appoint on the Site / Affected Property a "competent" person in charge. Any instruction to him / her by Transnet Property shall be deemed to have been issued to the Service Provider. Whenever the representative (supervisor) is absent from the Site / Affected Property a suitable person shall be appointed to act as his / her deputy.

- 6.5.2. The Service Provider shall ensure that at all times there is sufficient suitably qualified and experienced personal to provide the Service. The Service covered in this Contract must be executed under direct of a qualified supervision.
- 6.5.3. All employees provided by the Service Provider in terms of this Contract shall at all times be neat and properly clothed to the satisfaction of Transnet Property, Transnet Property reserves the right to request such employees to wear a uniform or overall of a type, cut and design approved by Transnet Property and purchased by the Service Provider. Employees must be identifiable as employees of the Service Provider by means of their uniforms:
- 6.5.4. The Service Provider, or any agent or employee of his, must wear protective clothing where necessary. The Service Provider must supply the relevant protective clothing at his own cost and included in the pricing of the Service.
- 6.5.5. Personal hygiene must be maintained by the Service Provider's employees and agents at all times.
- 6.5.6. The Service Provider and its employees will maintain silence within reasonable bounds on the Site / Affected Property.
- 6.5.7. The salaries or wages paid by the Service Provider to his employees must at all times comply with the applicable statutory requirements in respect of minimum wages.
- 6.5.8. All training and evaluation costs as provided for in terms of this Contract shall be borne by the Service Provider.
- 6.5.9. It is the intention of both Parties that employees provided in terms hereof shall, as far as practically possible, not fail to carry out their duties as a result of any form of intimidation.
- Should intimidation of employees be suspected, the Service Provider shall take prompt action in conjunction with the South African Police Service to remedy the situation.
- 6.5.9.1. Such action shall, if deemed necessary by Transnet Property, include immediate replacement of the employees involved.
- 6.5.9.2. The Service Provider shall forthwith notify the Service Manager of any form of intimidation its employees may be subjected to.

6.5.10. Should Transnet Property at any time during the term of this Contract make any facility available to the Service Provider, the Service Provider shall, at its own cost maintain and keep such facility during the term of this Contract in a clean, tidy and sanitary condition and shall at the termination of this Contract for whatsoever reason, reinstate any such facility to the same condition in which it was when handed to the Service Provider, fair wear and tear excepted. The Service Provider will be liable for all electricity cost.

6.5.11. The Service Provider shall make his own arrangements in respect of the installation and provision of telephones at the Site / Affected Property at his own cost, should the Service

Provider deem it necessary.

6.5.12. The employees of the Service Provider may only use toilet facilities that have been pointed out to them.

6.5.13. The employees of the Service Provider may use rest-room facilities that have been pointed out to the Service Provider (if available). However, it is not the duty of Transnet Property to make such rest-room facilities available.

6.5.14. The Service Provider shall further ensure that all workmen are fully aware of the conditions and requirements of this Contract and shall furnish all workmen with copies of all relevant Standard Specifications and Regulations.

6.5.15. If Transnet Property requires any information regarding any of the employees of the Service Provider who are involved in the rendering of the Service in terms of this Contract, the Service Provider will furnish such available information immediately.

6.6. Documentation Control

6.6.1. Transnet Property will provide the Service Provider at the appropriate times with the Technical Information necessary to enable the Service Provider to complete the Services in accordance with the Accepted Plan and schedules. All Technical Information shall be and remains the property of Transnet Property and on demand and on termination of the Contract shall be returned to Transnet Property.

6.6.2. During the progress of the Services/Task and prior to their completion, the Service Provider will submit to Transnet Property any Documentation as requiring submission to Transnet Property prior to completion of the Contract/Task.

- 6.6.3. If it is agreed between Transnet Property and the Service Provider that modifications to any such Documentation are necessary, then such modifications shall be incorporated in the relevant Documentation by the Service Provider and the Documentation, thus modified
- 6.6.4. will be re-submitted to Transnet Property prior to the completion of the Contract/Task.
- 6.6.5. Where applicable, the Documentation to be supplied to Transnet Property in terms of this Contract will include updated copies of the Documentation, duly modified where necessary to cover the Service Provider's Services.
- 6.6.6. Transnet Property may from time to time during the progress of the Contract instruct the Service Provider to submit for approval, perusal or prior to the completion of the Contract/Task such additional Documentation as Transnet Property may require.
- 6.6.7. The times for submission of the Documentation shall be as stipulated in the Scope of Works or where not so stipulated, then on dates to be mutually agreed between Transnet Property and the Service Provider, but generally as soon as possible after such Documentation is completed by the Service Provider.
- 6.6.8. The Service Provider will maintain an up-to-date schedule of all Documentation showing the date of all such Documentation, which schedule shall be supplied to Transnet Property by the Service Provider at agreed intervals.
- 6.6.9. Transnet Property will have the right at all reasonable times to inspect the Documentation of the Service Provider or any Sub-Contractor.
- 6.6.10. All Documentation shall become and remain the property of Transnet Property. Title to all information, know how, inventions and improvements disclosed to Transnet Property by the Service Provider under the Contract will become the property of the Transnet Property.
- 6.6.11. Approval given by the Transnet Property shall not relieve the Service Provider from responsibility for due performance of this Contract and adherence to Technical Information provided by the Transnet Property. The Service Provider shall protect and save harmless the Transnet Property and its employees against all losses, expenses, demands, errors or omissions detailing of the Service Provider, its sub-Contractors, agents or employees in the provision of any Documentation under the terms of the Contract. To this end, it shall be the Service Provider's responsibility to arrange professional indemnity cover through an insurance company acceptable to the Transnet Property, the limits of such cover to be determined by the Transnet

Property in relation to the Service.

6.6.12. The Service Provider shall on a monthly basis provide the Transnet Property with all records related to this Contract/Service.

6.7. Invoicing and Payment

6.7.1. When making a claim for payment, the Service Provider shall submit to the Service Manager or appointed Transnet Property representative a complete and correct pro-forma invoice with all relevant Service reports / sheets, log sheets, invoices, time sheets for any authorised additional work, schedules and reports properly complete setting out details of Services / Tasks carried out and recommendations for any additional work required for scrutiny and verification of the correctness.

6.7.2. Thereafter, inspections will be carried out by the Service Manager or appointed Transnet Property representative, to affect quality assurance. If the Service has been completed to his satisfaction, only upon agreement being reached on the amount to be included in the payment certificate shall the Service Provider provide the Transnet Property with a VAT invoice.

6.7.3. The following information shall be reflected on the pro-forma invoices and or VAT invoices:

6.7.3.1. Full description of Service / Task performed. (In respect of emergency callouts, the time and date and name of the person who called the Service Provider must be indicated).

6.7.3.2. Fixed monthly contracted Services performed.

6.7.3.3. Detailed list of materials / spare parts used showing unit prices, Service Provider's mark-up, and sub-total.

6.7.3.4. Copies of all applicable invoices with the applicable inventory number (invoices without order numbers will not be processed for payment).

6.7.3.5. V.A.T.

6.7.3.6. Grand Total.

6.7.4. Supporting documentation must be furnished in respect of all materials / Consumables and sub-contract Service bought out in the form of copies of supplier/s invoices or copies of priced delivery notes.

6.7.5. Notwithstanding the foregoing, the Service Manager or appointed Transnet Property representative shall have the right to call for invoices rendered by suppliers to the Service Provider in respect of materials purchased and shall be entitled to withhold the issuing of the payment certificate to the Service Provider until such information / documentation have been furnished to the Transnet Property, provided that, in respect of additional documentation required by the Transnet Property, the Transnet Property's instruction shall have been given to the Service Provider in sufficient time before any such payments certificate became due.

6.7.6. Payment will be made thirty (30) days from the date of receipt of the Service Provider's signed invoice and credit notes.

6.7.7. In the event that any emergency Service / work / task order or overtime is provided at the Transnet Property's request and subsequent inspection does not reveal any defect for which the Service Provider is responsible, the Service Provider reserves the right to charge the Transnet Property, in accordance with the agreed day work rates plus all travelling.

6.8. Training Workshops and Technology Transfer

6.8.1. All training and evaluation costs as provided for in terms of this Contract shall be borne by the Service Provider.

6.9. Things Provided at the End of the Service Period for the Transnet Property's Use

6.9.1. Equipment

6.9.1.1. The inventory materials and spares that were purchased by the Transnet Property during the tenure of the contract should be returned provided the Service Provider still holds some in stock.

6.9.2. Information

- 6.9.2.1. The Transnet Property will provide the Service Provider at the appropriate times with the Technical Information necessary to enable the Service Provider to complete the Services in accordance with the Accepted Plan and schedules. All Technical Information shall be and remains the property of the Transnet Property and on demand and on termination of the Contract shall be returned to the Transnet Property.

6.10. Management of Work Done by Task Order

- 6.10.1. The Service Provider shall in the event of the Transnet Property requesting Services other than those described in this Scope of Work, submit a detailed estimate for such work to the Service Manager and obtain approval from the Transnet Property before attending to the work.
- 6.10.2. No work other than that described in the Scope of Work will be done by the Service Provider without a Task Order (official order number) issued to the Service provider by the Service Manager. This Task Order (order number) will refer to a complaint number and details regarding the work that must be attended to by the Service Provider in writing.
- 6.10.3. Should the Service Provider in the course of performance of the Service become aware of the necessity for any emergency work, such emergency will forthwith be reported to the Service Manager for further instructions, provided that nothing herein contained will preclude the Service Provider or relieve the Service Provider from the obligation of taking all such immediate and reasonable steps as may in the circumstances be necessary for the proper maintenance and upkeep of the Installations and the safety of the user(s). The Service Provider shall at all times, follow and implement the specified and mandatory safety procedures.
- 6.10.4. The Service Provider will not be entitled to preferential consideration in respect of new work in the site/ Affected Property. The Transnet Property reserves the right to employ other Service Providers on an open tender basis where works are done on a project basis and not be a Term Service Contract.
- 6.10.5. The Transnet Property reserves the right to execute any work covered under this Contract with his own employees.
- 6.10.6. Should it be required from the Service Provider to affect additional work not priced in this Contract such additional work will be identified and cost in terms of the Price List / Labour Rates as per this Contract.

- 6.10.7. Any additional work required beyond the scope of this Contract is to be noted as a quotation. Quotations for the additional work are to be received by the Transnet Property within 7 days.
- 6.10.8. Where the Price (material or labour, or material and labour) is not stipulated in the Price List/Rates or is not of a similar nature the cost will be based on a fixed labour price as per Price List / Rates (during normal working hours) plus material content (excluding that in the Equipment clause) based on proven cost (Supplier/s quotations with deductions for all discounts, rebates and taxes which can be recovered) plus a agreed percentage Fee. Refer to Price List / Rates.
- 6.10.9. The Service Provider must provide his job cards specifying detail of works, this Task Order (official order number(s)) and breakdown of cost into labour and material (for non-Activity Schedule work) and signed off by the Service Manager. In addition to the original completed job card submitted with his account / invoice, the Service Provider must submit a copy of the job card to the Service Manager for audit purposes and retain a third copy for his official records.

7. Health and Safety, Environment and Quality Assurance

7.1. Health and safety, Risk, Environmental Constraints and Management

- 7.1.1. The Service Provider must, for the duration of this Contract, comply with the terms of any Act of Parliament and with the regulations and rules of any local or other authority with regard to the Service, and he must at all times notify such an authority when notice is required and pay all fees to the authority that are payable with regard to the Service. The Service Provider undertakes to indemnify the Transnet Property against all losses, costs, damage or expenses caused by the Service Provider's failure to comply with the requirements of any such local legislation or Act of Parliament, regulations and rules. Should such fees not be paid by the Service Provider, the Transnet Property, although it is not obliged to do so, directly make the payment. Such payment and any expenses incurred by directly making the payment and arrangements with regard thereto shall be deducted from the payment due to the Service Provider, or it shall be recovered from him.
- 7.1.2. The Service Provider shall comply with the Occupational Injuries and Diseases Act. (Act 130 of 1993) and any amendments thereof: The Service Provider shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.

7.1.3. The Service Provider shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993). The Service Provider is, in terms of section 37(2) of the Act deemed to be an Transnet Property in his own right with duties as prescribed in the Act and agrees to ensure that all work will be performed or machinery or plant will be used in accordance with the provisions of the Act, that all persons in his employ, other persons at the place of any work performed by him and under his control and other persons who may be directly affected by his activities are not exposed to hazards to their health and safety, with particular reference to both the performance of the Service and the safety of the Installation maintained in terms of this Contract. This Contract and all documents attached or referred to, form an integral part of this Contract and procedures mentioned in the aforementioned section of the Act.

7.1.4. The Service Provider shall at his own costs at all time comply with the provisions of all such Laws, Provincial Ordinances, Local Authority Bylaws and all relevant Regulations framed there under which are applicable to the Service to be undertaken.

7.2. Quality assurance requirements

7.2.1. All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Service Provider will be expected to draft quality plans for the Service Manager from time to time. Emphasis must be on improving system reliability and on ensuring that rostered maintenance work is indeed performed as and when required.

8. Procurement

8.1. Service Equipment

8.1.1. The Service Provider shall procure, acquire, install and maintain in good and safe working order all Service Equipment entirely at its own cost and shall have no claim based on enrichment or for compensation, or reimbursement or of any other nature whatsoever, against the Transnet Property.

8.1.2. The Service Provider shall at all times bear the risk of loss, damage, destruction, or theft of any or all Service Equipment and shall have no claim based on enrichment or for compensation, or reimbursement or of any other nature whatsoever, against the Transnet Property, irrespective of the cause or the circumstances which give rise to such loss, damage, destruction, or theft.

- 8.1.3. The Service Provider shall, insure his Service Equipment against all risks in terms of an insurance policy.
- 8.1.4. The Service Provider acknowledges that it is vital for the Service Provider to be able to provide, render, perform and supply the Services, to acquire and use the Service Equipment that is appropriate and suited for the provisions of the Services and that such equipment is maintained in good order and repair.
- 8.1.5. The equipment used by the Service Provider must, where applicable, in all respects conform to The Occupational Health and Safety Act, 85 of 1993.
- 8.1.6. Equipment that is used during a process must in all respects conform to the necessary requirements.
- 8.1.7. The Service Provider will at all times ensure that the Equipment and the area is Hygienic clean.

8.2. Existing Equipment

- 8.2.1. The Existing Equipment shall at all times remain the sole property of the Transnet Property.
- 8.2.2. The Service Provider shall only use the Existing Equipment for purposes of providing, performing, rendering or supplying the Services in terms of this Agreement.

8.3. Correction of defects

- 8.3.1. If the Transnet Property decide that any work done by the Service Provider or any sub- Contractor is defective or not in accordance with the Contract or does not fulfil the requirements of the Contract and as soon as reasonably practicable give to the Service Provider notice in writing of such decision giving particulars of the alleged defect, the Service Provider shall with all speed make good the defects so specified.
- 8.3.2. Should the Service Provider fail to fulfil any of its obligations in terms of this Contract or should such Service not be completed with due diligence and in a proper and workmanlike manner to the satisfaction of the Transnet Property and should the Service Provider fail to remedy such breach within the timeframe from the date of written notice from the Transnet Property calling upon to do so, the Transnet Property shall have the right without prejudice in terms of this Contract or at law, without further notice to the Service Provider:

- 8.3.2.1. Appoint another person other than the Service Provider to complete the Service in question and to recover from the Service Provider all cost to complete the work in question plus an administration costs of twenty-five (25) percent (%) of the price the other Service Provider charge the Transnet Property to complete the Service, or
- 8.3.2.2. Cancel this Contract and recover from the Service Provider any damages that it may suffer as a result of such cancellation and / or breach.

9. Working on Affected Property

9.1. Transnet Property's site entry and security control, permits, and site regulations

9.1.1. The Service Provider shall at all times ensure that its employees, agents, representatives, specialist-, sub-Contractors and suppliers:

- 9.1.1.1. Comply with all security measures and directives imposed by the Transnet Property, or his delegate, tasked with managing the Services in or on the Site / Affected Property.
- 9.1.1.2. Keep the access gates / doors locked at all times. If any security problems are noticed, the Service Provider shall immediately notify the Service Manager.
- 9.1.1.3. if at all possible, be a member of the local community;
- 9.1.1.4. in a physical fit condition; and
- 9.1.1.5. be a South African Citizen or be in possession of a valid SA work permit.
- 9.1.1.6. Shall in terms of this Scope of Work when on duty (unless the Transnet Property should decide otherwise), wear an identity disc, tag or other device as agreed upon between the Parties. For the purposes of this Scope of Work, an identity disc, tag or other device prescribed by the Transnet Property shall at least contain the following information in respect of the Service Provider's personnel:

- 9.1.1.6.1. a colour photograph of the relevant member
 - 9.1.1.6.2. full names and surname
 - 9.1.1.6.3. identity number
- 9.1.1.7. The identity disc shall at all times be visibly displayed on the employee's person while he/she is on the Site / Affected Property. The necessary control must be exercised over such identity discs to prevent them from falling into unauthorised hands. The Service Provider will be liable for the replacement cost of lost identity disc.
- 9.1.1.8. All employees of the Service Provider will be subject to the requirements set out in section 2(2) of the Control of Access to Public Premises and Vehicles Act, 53 of 1985.
- 9.1.1.9. A list of names of employees that will be working on the Site / Affected Property during a given time must be made available to the Service Manager. Should any exchange of personnel take place, the Service Manager must be informed accordingly in writing. Unidentified employees, and employees whose names do not appear on the list, will not be allowed to enter the Site / Affected Property.
- 9.1.1.10. Employees of the Service Provider may not walk about without any purpose on the Site / Affected Property and may not use chairs and seats in public areas for purposes of relaxation.
- 9.1.1.11. Employees of the Service Provider have, subject to the terms of this Scope of Work, admission to all areas to perform their duties subject to approval by the Transnet Property / Tenant. If a Service does not have to be performed at a specific stage in a specific area, no admission is permitted. The Service Provider must make provision in his costing for access delays in security areas.
- 9.1.1.12. Any disruptions which are deemed to be beyond the Service Provider's control and which result in the Service Provider's workmen having to leave the Site / Affected Property shall be logged in the applicable report book.

- 9.1.1.13. Within seven (7) days of the Contract Date and before such employee enters the Site / Affected Property to perform the Service, the Service Provider shall furnish the Service Manager with the full names, identity numbers, residential addresses, two recent passport photographs and such other items of information as may be required by Service Manager, in respect of all persons who will be employed by the Service Provider to undertake work at the Site / Affected Property in terms of this Contract.

9.2. People restrictions, hours of work, conduct and records

- 9.2.1. Service operations will be performed during Transnet "Office hours only". The times are Monday to Friday from 07h30 to 17h00 excluding public holidays. Service operating hours outside of these must be explicitly arranged by the Transnet authorised representative.
- 9.2.2. The Service Provider shall at all-time render Service that enhance and maintain at minimum the corporate image of Transnet Property.
- 9.2.3. The Service Provider shall at all-time render Service that is in line with Transnet Property's values and ethics.
- 9.2.4. The Service Provider must exercise the highest possible standards of conduct in performing their duties in accordance with this Agreement.
- 9.2.5. The Service Provider shall, upon receipt of written request from Transnet Property, provide Transnet Property with copies of all the Service Provider's operating procedures and processes relating to the Services.
- 9.2.6. The Service Provider is responsible for overall management and supervision of the contracted staff performing duties at the Premises in accordance with the provisions of this Agreement.
- 9.2.7. The Service Provider must ensure that a competent site manager is appointed as required ensuring deliverables and quality of Service delivery.
- 9.2.8. The Service Provider shall immediately inform Transnet Property in writing if any contracted staff is found guilty of improper conduct.
- 9.2.9. It is expected from the Service Provider to ensure that all duties and tasks to be performed on site are adhered to.
- 9.2.10. The Service Provider must exercise reasonable skill, care and diligence in the rendering of the Services and the performance of its obligations to Transnet Property.
- 9.2.11. The Service Provider shall provide written reports on progress made in the rendering of the Services to Transnet Property at such intervals and in such format as may be determined at the sole discretion of Transnet Property.
- 9.2.12. Transnet Property shall be entitled to request additional information pertaining to any matters or issues raised in or relevant matters or issues omitted from a progress report.

- 9.2.13. In the event of an unusual occurrence, the Contractor shall submit an Incident Report to Transnet authorised representative within twenty-four (24) hours.
- 9.2.14. Any and all reports prepared during the term of this contract shall become the property of Transnet Property.
- 9.2.15. Where Services are deteriorating a Service improvement plan can be requested on how Services will be improved.
- 9.2.16. The Service Provider shall ensure that all necessary equipment, Services or material as required are kept in the condition as required by law, regulations and procedures and readily available for Transnet Property to inspect and test without prior notice.
- 9.2.17. The Service Provider shall, in the provision of the Services, have due regard to the operational requirements of Transnet Property and the Premises and other parties occupying or operating from the Premises and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.
- 9.2.18. The Service Provider shall ensure that it and its contracted staff and site manager shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the Premises.
- 9.2.19. Should Transnet Property at any time believe that any of the Service Provider's personnel is failing to comply with any such procedures or policies, Transnet Property shall be entitled to deny such person access to the relevant Premises and require the Service Provider to replace such person without delay.

9.3. Personnel Standards

9.3.1. Service Provider's staff must be:

- 9.3.1.1. able to communicate the official language of Transnet which is English;
- 9.3.1.2. physically fit to perform the tasked duties as required;
- 9.3.1.3. presentable, clean, neat and portray a professional image at all times whilst conducting their duties in a professional manner;

9.3.2. Contracted staff must at all times be alert, vigilant and professional in their approach, bearing and actions and the following deviations will be regarded as extremely serious and may be regarded as sufficient reason to ask the Service Provider to remove a particular contracted staff(s) from the Premises permanently:

- 9.3.2.1. Absence without proper notification;
- 9.3.2.2. Accepting any gifts or bribes in the line of duty;
- 9.3.2.3. Conduct unbecoming of a contracted staff or prejudicial to discipline, either on or off duty;
- 9.3.2.4. Drinking intoxicating liquor or using intoxicating substances while on duty or

- reporting for duty in an intoxicated condition;
 - 9.3.2.5. Enabling any person to secure stolen property from the Premises;
 - 9.3.2.6. False reporting;
 - 9.3.2.7. Negligence in the application of Transnet instructions, after being duly informed thereof;
 - 9.3.2.8. Sleeping on duty or neglecting his/her duty;
 - 9.3.2.9. Using or carrying a weapon;
 - 9.3.2.10. Unnecessarily harsh or violent conduct or using profane language while performing his / her duties in accordance with this Agreement;
 - 9.3.2.11. Wilful disobedience of instructions, orders of a superior or a reasonable request by Transnet Property;
 - 9.3.2.12. Failing to report any security incident or safety hazard either observed by the contracted staff or brought to his/her attention by another person;
 - 9.3.2.13. Failing to wear the prescribed clothing or identification when on duty.
 - 9.3.2.14. Failing to present an acceptable image or an upright position, or to deal with any person in a respectful manner. This implies that a contracted staff shall not sit when he/she should be standing and shall not lounge about, smoke, eat, drink, read or occupy him/herself with any distracting activity while attending to any person in the performance of his / her duties.
- 9.3.3. Service Provider staff may be subject to breathalyser testing by Transnet Property or Representative of Service Provider prior to the granting of permission onto its Site.

9.4. Health and safety facilities on the Affected Property

- 9.4.1. The Service Provider undertakes to comply with the Transnet Property's safety and emergency measures and procedures the Site / Affected Property.
- 9.4.2. The Service Provider's procedures for the procurement, storage, handling, transporting, application and general use of chemicals shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities.
- 9.4.3. The Service Provider shall not use or keep any poisonous or highly flammable materials on the Site / Affected Property without the approval of the Service Manager, for the rendering of the Service or for whatever purpose.
- 9.4.4. The obligation to take care of and protect the Service and everything connected therewith shall rest solely with the Service Provider who shall take all necessary

precautions to protect Others, the property of the Others, the property and personnel of the Transnet Property from damage or injury, and to protect adjoining properties from trespass or damage during the Service.

9.4.5. The Service Provider shall inform the Transnet Property verbally and in writing and act immediately on any potentially hazard or undesirable situation which may cause harm to persons or which may damage or reduce the life expectancy of the Installation, even if the hazardous or undesirable situation does not form part of the Service Provider's responsibilities.

9.4.6. The Service Provider may not do or leave or permit anything on the Site / Affected Property that, in the opinion of Service Manager, might cause any damage to the property or that might be a nuisance or burden or danger or possible nuisance or burden or danger to any person on / in the Site / Affected Property.

9.4.7. The Service Provider shall be obliged to display neat warning signs of which the size and design are of such a nature they are easily visible, at all places where the Services are undertaken by the Service Provider, and where the rendering of the Services might cause injuries to any person, in order to focus the attention of such person on the Services that are undertaken in that area.

9.4.8. Special condition: It is hereby specially stipulated that, during the period of this Contract, the Service Provider will be obliged to do everything that might be necessary and practically feasible in order to ensure that all signs, printing, notices or documents that are displayed on / in the Site / Affected Property, will appear in English plus at least one other official language.

9.5. Records of Service Provider's Equipment

9.5.1. The Service Provider shall have all their Tools and Special Equipment, necessary for the execution of the works, either on site or readily available at their Premises and shall be recorded and certified.

9.5.2. The Service Provider shall complete or generate an inventory list of their equipment and update inventory lists systems on a continuing basis (equipment type and location).

9.6. Site Services and facilities

9.6.1. Provided by the Employer

9.6.1.1. Rest room facilities

9.6.1.2. Storage facilities

9.6.1.3. Site office

9.6.2. (Shall at the termination of this Contract for whatsoever reason, reinstate any such facility to the same condition in which it was when handed to the Service Provider)

9.6.3. Provided by the Service

9.6.3.1. The Service Provider shall make his own arrangements in respect of the installation and provision of telephones at the Site/Affected Property at his own cost, should the Service Provider deem it necessary.

9.7. Tests and inspections

9.7.1. The Transnet Property or its duly appointed representative shall retain the right to witness and/or verify the performance of any Service by the Service Provider at any time.

9.7.2. Independent inspections: the Transnet Property shall have the right to authorize the inspection of individual equipment inspections shall be promptly communicated in writing to the Service Provider. Should any defects or remedial work be required in terms of this Contract, the Service Provider shall expeditiously undertake it within a mutually agreed time period the corrective work. When the Service Provider's work has been completed satisfactorily, the Transnet Property or its duly appointed inspector shall be notified in writing. A further follow-up inspection by the Transnet or its inspector may be conducted.

9.7.2.1. Should the follow-up inspection show that the work as agreed and undertaken by the Service Provider has not been satisfactorily carried out; the procedure shall be repeated until the established standard of cleaning has been attained. The cost for the follow- up inspection shall be borne by the Service Provider.

9.7.2.2. Notwithstanding the Transnet Property's rights in terms of this Contract, the Service Provider shall refund the Transnet Property its costs associated with the reapplication where the Service Provider has not completed work satisfactorily as agreed.

9.7.2.3. The independent inspections shall in no way limit the Service Provider's responsibility with respect to any obligation or liabilities in terms of this Contract.

10. Early Termination

- 10.1. Transnet Property reserves the right to withdraw any part(s) of a Premise or the Premises as a whole from the Service Provider by giving one calendar month written notice of such a decision. However, this can only be done if the relevant part(s) are going to be vacated, no new tenant are going to rent that part(s), or as a result of safety measures or the Tenant cancel the Service provided by Transnet Property. The contract amount shall in such a case be reduced by the applicable amount from the date of withdrawal. This amount will be calculated in terms of the diminished area against the already tendered, applicable unit price(s) in the Part C2 Pricing Data.
- 10.2. If the Premises or any part thereof in respect of which the Service is rendered, are damaged or destroyed as a result of a fire or any other cause beyond the control of Transnet Property, Transnet Property shall have the discretion to terminate this Contract or to keep it in operation in respect of the undamaged part or parts, and neither Party shall have any claim against the other as a result thereof. If Transnet Property, in its discretion, decides to proceed with this Contract in respect of a part of the Premises, this Contract shall remain valid in respect of such part only and the amount payable to the Service Provider will be reduced according to the remaining area, calculated at the applicable unit price per square metre as tendered.

11. List of Drawings

Not Applicable

Quality criteria	<u>ANNEXURE D</u> Sub-Criteria	Sub-Criteria Points Allocation	Maximum number of points
<u>Organogram and CV's of key persons:</u> Experience of staff allocated to the project/availability of skills to manage and perform the contract (assigned personnel).	Waste Management Supervisor		25
	No CV attached/no experience	0	
	Provision of waste removal services in an industrial /commercial / residential building > 0 ≤ 1 year	5	
	Provision of waste removal services in an industrial /commercial / residential building > 1 ≤ 3 years	10	
	Provision of waste removal services in an industrial /commercial / residential building > 3, ≤ 4 years.	15	
	Provision of waste removal services in an industrial /commercial / residential building > 4, ≤ 5 years.	20	
	Provision of waste removal services in an industrial /commercial / residential building >5 years.	25	

<u>Risk Assessment</u> (Specific to the works) (Key elements of a Risk Assessment (RA)) <ol style="list-style-type: none"> 1. Tasks Identification, 2. Hazards, 3. Risk Identification, 4. Risk Rating, 5. Risk Control 6. Measures/Treatment , residual risk, and treatment 	The Bidder failed to provide information or only provide one of the key elements	0	25
	The Bidder has submitted risk assessment, encompassing Two (2) elements with adequate detail and is relevant to the scope.	5	
	The Bidder has submitted risk assessment, encompassing Three (3) elements with adequate detail and is relevant to the scope.	10	
	The Bidder has submitted risk assessment, encompassing Four (4) elements with adequate detail and is relevant to the scope.	15	
	The Bidder has submitted risk assessment, encompassing Five (5) elements with adequate detail and is relevant to the scope.	20	
	The Bidder has submitted risk assessment, encompassing Six (6) elements with adequate detail and is relevant to the scope.	25	
<u>Company Previous Experience:</u> Bidders experience in providing waste removal services	No evidence provided	0	25
	Bidder has successfully provided 1 waste removal service in an industrial/ commercial/ residential premises Proof of experience attached in client letter head in the form of award letter or reference letter, or purchase order accompanied by completion certificates or contract with the client contact details, project title and description of works.	5	
	Bidder has successfully provided 2 to 3 waste removal services in industrial/ commercial/ residential premises	10	

	Proof of experience attached in client letter head in the form of award letter or reference letter, or purchase order accompanied by completion certificates or contract with the client contact details, project title and description of works.		
	<p>Bidder has successfully provided 4 waste removal services in an industrial/ commercial/ residential premises</p> <p>Proof of experience attached in client letter head in the form of award letter or reference letter, or purchase order accompanied by completion certificates or contract with the client contact details, project title and description of works.</p>	15	
	<p>Bidder has successfully provided 5 waste removal services in an industrial/ commercial/ residential premises</p> <p>Proof of experience attached in client letter head in the form of award letter or reference letter, or purchase order accompanied by completion certificates or contract with the client contact details, project title and description of works.</p>	20	
	<p>Bidder has successfully provided 6 or more waste removal services in an industrial/ commercial/ residential premises</p> <p>Proof of experience attached in client letter head in the form of award letter or reference letter, or purchase order accompanied by completion certificates or contract with the client contact details, project title and description of works.</p>	25	

<u>Method Statement for Waste Management services:</u> <u>Key elements</u> 1. Health and Safety management plan 2. Waste removal method statement 3. Company's responsiveness/ preparedness that covers the proposed scope of work including 4. Task descriptions and how such tasks will be performed on scheduled basis; 5. Proposed work schedule / work plan 6. Equipment and products to be utilized. 7. Resources to be utilized including organogram	No submission or method statement does not refer to the provision of waste removal services	0	25
	Method statement only covers 1 of the key elements on how the contractor will execute the provision of waste removal services	5	
	Method statement covers 2 of the key elements on how the contractor will execute the provision of waste removal services	10	
	Method statement covers 3 or 4 of the key elements on how the contractor will execute the provision of waste removal services	15	
	Method statement covers 5 or 6 of the key elements on how the contractor will execute the provision of waste removal services	20	
	Method statement covers all 7 of the key elements on how the contractor will execute the provision of waste removal services	25	
Maximum possible score			100
Minimum Qualifying Score			70