

TRANSNET ENGINEERING

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP]

FOR THE PROVISION OF SERVICES FOR HAZARDOUS WASTE MANAGEMENT SERVICES FOR THE PERIOD OF 3 YEARS, TRANSNET ENGINEERING SALT RIVER REGION.

RFP NUMBER	TE21-SRX-1DF-04409
ISSUE DATE:	22/10/2021
CLOSING DATE:	23 November 2021
CLOSING TIME:	10:00 AM SOUTH AFRICAN TIME
BID VALIDITY PERIOD:	15/08/2022

PREFERENTIAL PROCUREMENT PREQUALIFICATION CRITERIA - ONLY THE FOLLOWING RESPONDENTS MAY RESPOND TO THIS RFP:

- **RESPONDENTS WITH A MINIMUM B-BBEE STATUS LEVEL OF 1 TO 4**
- **EXEMPTED MICRO ENTERPRISES (EMEs) AND/OR QUALIFYING SMALL ENTERPRISES (QSEs)**

TENDERER TO COMPLETE:

Bidder Name	:	_____
Bidder Contact Person/s	:	_____
Bidder contact Phone/s	:	_____
Bidder E-Mail Address	:	_____

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RFP FOR THE PROVISION OF HAZARDOUS WASTE MANAGEMENT FOR A PERIOD OF 3 YEARS, TRANSNET ENGINEERING, SALT RIVER REGION

SECTION 1: SBD1 FORM

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TE21-SRX-1DF-04409	ISSUE DATE:	22/10/2021	CLOSING DATE:	23 November 2021	CLOSING TIME:	10H00 am
DESCRIPTION	FOR THE PROVISION OF HAZARDOUS WASTE MANAGEMENT SERVICES FOR A PERIOD OF 3 YEARS, TRANSNET ENGINEERING, SALT RIVER REGION						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
Transnet Acquisition Council							
160 Lynette Street							
Kilner Park							
Pretoria							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Charlene Nel			CONTACT PERSON	Charlene Nel		
TELEPHONE NUMBER	021 507 2781			TELEPHONE NUMBER	021 507 2781		
FACSIMILE NUMBER	n/a			FACSIMILE NUMBER	n/a		
E-MAIL ADDRESS	Charlene.nel@transnet.net			E-MAIL ADDRESS	Charlene.nel@transnet.net		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		

Respondent's Signature

Date & Company Stamp

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
1 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]	2 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]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		<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.			

PART B TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS. 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE: _____

SECTION 2 : NOTICE TO BIDDERS

1 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 HAZARDOUS WASTE MANAGEMENT SERVICES FOR A PERIOD OF 3 YEARS, TRANSNET ENGINEERING, SALT RIVER REGION
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> <ul style="list-style-type: none"> Click on "Tender Opportunities"; Select "Advertised Tenders"; In the "Department" box, select Transnet SOC Ltd; <p>Once the tender has been located 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 website at www.transnet.net free of charge. To access the Transnet eTender portal, please click https://www.transnet.net/TenderBulletins/TC/Pages/default.aspx</p> <p>To download RFP and Annexures,</p> <ul style="list-style-type: none"> Scroll towards the bottom right hand side of the page, On the blue window click on "Transnet SOC Ltd" or Select Operating Division. <p>Transnet will not be held liable for inaccurate tender information that is downloaded from other publishing media.</p>
COMMUNICATION	<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>
ISSUE AND COLLECTION DATE DEADLINE	Bidders are to note that the RFP documents will be available for download from 22/10/2021 or may be requested via e-mail from Charlene.nel@transnet.net between 07:00 am and 15:00 pm from 25 October 2021 until 02 November 2021
BRIEFING SESSION	<p>Yes – Compulsory</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: Charlene.nel@transnet.net</p> <p>This is to ensure that Transnet may make the necessary arrangements for the briefing session. Refer to paragraph 2 for details.</p>
CLOSING DATE	<p>10:00 am on Tuesday 23 November 2021 South African Time</p> <p>Bidders must ensure that bids are delivered timeously to the correct address.</p> <p>As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.</p>
BID OPENING	A public opening will not be held for this bid, however Respondents will be provided with a copy of the opening register indicating the names of the Respondents, upon request.

VALIDITY PERIOD	<p>15 August 2022</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>With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12</p>
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Any additional information or clarification will be published on the e-Tender portal and Transnet website, if necessary.

2 FORMAL BRIEFING

A compulsory site meeting and/or RFP briefing will be conducted at the **ME Building, Procurement Boardroom, Transnet Engineering, 19 Voortrekker Road, Salt River, Cape Town, 7925** on **03 November 2021, at 10h00 am** for a period of **± 1 (One) hour**. [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.

- 2.1 *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.*
- 2.2 Respondents failing to attend the compulsory RFP briefing will be disqualified.

3 PROPOSAL SUBMISSION

Proposals must be addressed on the cover as follows:

The Secretariat, Transnet Engineering Divisional Acquisition Council

RFP No: TE21-SRX-1DF-04409

Description FOR THE PROVISION OF HAZARDOUS WASTE MANAGEMENT
FOR A PERIOD OF 3 YEARS, TRANSNET ENGINEERING,
SALT RIVER REGION

Closing date and time: 23 November 2021 @ 10h00 am

Closing address THE SECRETARIAT
TRANSNET ENGINEERING DIVISIONAL ACQUISITION COUNCIL
160 LYNETTE STREET
KILNERPARK
TENDER BOX
PRETORIA
0184

4 RFP INSTRUCTIONS

- 4.1 The measurements of the "tender slot" are 320mm wide x 50mm high. Bid responses which are larger than the dimensions mentioned must be split into two or more files and clearly marked. **Transnet will not be held responsible if bid documents do not comply with the mentioned dimensions and Respondents experience difficulty in submitting their bids as a result.**
- 4.2 It should also be noted that the above tender box is located at the street level in the main entrance near the security cabin in 160 Lynette Street, Kilnerpark, Pretoria and is accessible to the public from **07:00 am** until **16:30 pm** business working days only.

- 4.3 Proposals must be submitted in duplicate hard copies (1 original and 1 copy) and must be bound
- 4.4 Sign one set of original documents (sign, stamp and date the bottom of each page). This set will serve as the legal and binding copy. A duplicate set of documents is required. The second set must be a copy of the original signed Proposal. Both sets of documents are to be submitted to the address specified, and Respondents must ensure that the original and copies (where applicable) are identical in all respects.
- 4.5 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- 4.6 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.
- 4.7 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 13 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.

6 PREFERENTIAL PROCUREMENT PREQUALIFICATION CRITERIA

6.1. Exempted Micro Enterprises & Qualifying Small Enterprises

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

6.2. Minimum B-BBEE level

Transnet has decided to set a minimum B-BBEE threshold for participation in this RFP process. The minimum B-BBEE threshold in this instance is a **B-BBEE Level of 1 to 4**, Respondents who do not submit valid proof of a minimum B-BBEE status Level **of 1 to 4** will be disqualified

7 COMMUNICATION

- 7.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted to [Charlene Nel – email (Charlene.nel@transnet.net)] before **12:00 pm on 17 November 2021**, 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.
- 7.2 After the closing date of the RFP, a Respondent may only communicate with the Secretariat of the Transnet Acquisition Council, at telephone number at telephone number **011 308 3528/3522**, email TAC.SECRETARIAT@TRANSNET.NET on any matter relating to its RFP Proposal.
- 7.3 Respondents are to note that changes to its submission will not be considered after the closing date.
- 7.4 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.
- 7.5 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.

8 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.

9 COMPLIANCE

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

10 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:

- 10.1 modify the RFP's Goods/Services and request Respondents to re-bid on any such changes;
- 10.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 10.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 10.4 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 10.5 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- 10.6 split the award of the contract between more than one Supplier/Service provider, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 10.7 cancel the bid process;
- 10.8 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;
- 10.9 request audited financial statements or other documentation for the purposes of a due diligence exercise;

- 10.10 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;
- 10.11 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;
- 10.12 to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price, even after they have been issued with a Letter of Regret.

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.

11 LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business. A material deviation from the Standard terms or conditions could result in disqualification.

12 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.

13 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Respondents must register on the CSD prior to submitting their bids. Business may not be awarded to a Respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD.

For this purpose, the attached SBD 1 form must be completed and submitted as a mandatory returnable document by the closing date and time of the bid.

14 TAX COMPLIANCE

Respondents must be compliant when submitting a proposal to Transnet and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

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. The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

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



You can choose to be Anonymous or Non-Anonymous on ANY of the platforms
PLEASE RETAIN YOUR REFERENCE NUMBER



Complete a Form

Complete a form with all the details, with no data charge.



AI Voice Bot "Jack"

Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.



What's App

Speak to an Agent via What's App.



Speak to an Agent

Speak to an Agent via the platform with no call or data charge



Telegram

Speak to an Agent via Telegram



0800 033 056



086 551 4153



reportit@ethicshelpdesk.com



*120*0785980808#

BIDS BELOW R5MILLION RANDS

Should a respondent have any material concerns regarding an RFP process, a complaint may be lodged with the Chief Procurement Officer of Transnet Engineering for investigation. An official complained may be lodged at mail address :

Tendercomplaints.transnetengineering@transnet.net

Respondents are to note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such bidder on a list of restricted bidders.

SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. BACKGROUND

Transnet Engineering (TE), an operating division of Transnet SOC Ltd, is the backbone of South Africa's railway industry with nine product-focused businesses, 132 depots, seven factories and 13,000 employees countrywide. The 132 depots are strategically divided into six main regions. The organization is dedicated to in-service maintenance, repair, upgrade, conversion and manufacture of freight wagons, mainline and suburban coaches, diesel and electric locomotives as well as wheels, rotating machines, rolling stock equipment, castings auxiliary equipment services and the port business. Salt River Region is among the six regions in Transnet Engineering, encompassing 1 main centre (Salt River), 2 maintenance depots (Bellville and Saldanha), and small In-Services depots in Worcester, Beaufort West, Caledon, Klawer, Voorbaai (Mossel Bay) and Sishen.

2. PURPOSE

The Purpose of this specification is to obtain a Contractor to provide waste management services for Salt River Centre, Bellville and Saldanha Depots, and Worcester in-service depot within Transnet Engineering operational businesses as per the areas specified for a period of 36 months for hazardous waste.

3. SCOPE

Transnet Engineering requires the service of a reputable, competent and experienced Service Provider for managing hazardous waste in Salt River Region. In line with the requirements of NEM: Waste Act and the National Waste Management Strategy, TE's approach to waste management is informed by waste management hierarchy. Waste avoidance, reduction, re-use and recycling are the foundation of cradle-to-cradle waste management. The Service Provider will assist TE apply waste management hierarchy in managing waste, in particular recycling. The services required will include the provision appropriate waste receptacles handling, removal, transportation and disposal of hazardous waste. The waste receptacles should meet all applicable national standards and further be able to temporarily store hazardous waste without causing any nuisance. The Service Provider should have the capacity to provide services in the areas tabled below:

3.1 Pre-qualification

The following mandatory document must be submitted and will be used as pre-qualification;

- Valid City of Cape Town Accreditation as Waste Management Service Provider in line with City of Cape Town Integrated Waste Management By-Law.

TABLE 3.1 ESTIMATED DISTANCES FROM CAPE TOWN

LOCATION	BUSINESS	ACTIVITIES	ESTIMATED KILOMETERS FROM CAPE TOWN
Salt River	All businesses	Workshops, Stores and Offices	10
Bellville Depot	Locomotives/SOE/PEMM/Wagons	Workshops, Stores and Offices	30
Worcester Sub-depot	Worcester Sub-depot	Workshops	120
Saldanha Depot	Locomotives/SOE/PEMM/Wagons/ Wheels	Workshop, Stores, Yard and Offices	150

TABLE 3.2 SCOPE OF WORK

1.	Provision of Equipment	Area/Frequency
a)	6 or 10 or 11 cube leak free, lidded and good condition waste bins for hazardous waste	Specified areas
b)	14 m3 general waste bins for storage of composite brake shoes	Specified areas
c)	6 or 10 or 11 cube leak free and good condition waste bins for hazardous waste.	Ad hoc areas as and when required
(d)	210 liter drums and lids for hazardous waste and other specified waste, sampling containers and associated labels.	Ad hoc areas as and when required
2.	<p>Classification of hazardous waste when required. (table 6.2) in terms of Waste Classification and Management Regulations (Government Notice 634 of 2013)</p> <p>Salt River waste hazardous streams were first assessed and classified in February 2017. Therefore, as required waste must be classified every five years or whenever there is a change in the process. Thus, the five-year interval falls within this contract period, and there could be other ad hoc classifications that might be required when new waste streams are generated.</p>	Once Off
3.	Servicing of waste bins	
(a)	Servicing of waste bins on regular basis	As and when
(b)	Removal of full 210 litre drums of waste	As and when
(c)	Transport, treatment and disposal of waste to a registered waste disposal site	As and when
(d)	Suction and cleaning of sludge tanks/ wash bay pits etc.	As and when
(e)	Collection and recycling of used oil, 210 metal drums (at no cost to TE) for the two , and other recyclable hazardous waste materials, when required.	As and when
(f)	Provide monthly waste management reports including waste volumes, dates of collections, where waste was disposed/treated/recycled; and all waste manifests and disposal certificates per depot (Salt River/Bellville/Saldanha) submitted in electronic form at least by 2nd of the following month.	Monthly
4.	Provision of 24-hour spill- response for <u>Medium to Large Chemical/Oil Spill</u> spillages when required. This can be subcontracted where not available.	As and when

4. OTHER REQUIREMENTS

1. The Contractor shall confine his/her work on Mondays to Fridays from 7:00 to 15:30.
2. Any waste removal should preferably be done in the presence of the Waster Contractor's labour (contracted under general waste) stationed on that particular Depot.
3. The Contractor shall provide waste bins, servicing and waste removal, transport, and disposal of waste as indicated within 24 hours from the time of request. Any request received after 12H00 on Friday shall be serviced at least within 72 hours (the following Monday). No waste bin shall be removed/serviced without an authorisation from TE.
4. The contractor shall allocate a contract manager who shall be responsible for managing the contract throughout the duration of the contract.
5. The Contractor must report all SHE accidents and incidents in which his/ her staff / employees are involved rendering services within TE premises immediately to the Risk Practitioner (Contracts) Transnet Engineering in charge.
6. The Contractor shall provide his/ her employees with all relevant Personal Protective Equipment (PPE)
7. The Contractor shall not interfere in any manner whatsoever with the production nor shall he /she carry out any work or perform any act which affect production, security or Transnet's property.
8. The Contractor shall comply with the provisions of the following Statutes among others, as well as all such laws, Provincial Ordinance, Local Authority Bylaws and all relevant Regulations applicable to the work to be undertaken as amended, including but not limited to;
 - a. The Compensation of Occupational Injuries and Diseases Act (Act 130 of 1993)
 - b. The Occupational Health and Safety Act (Act 85 of 1993)
 - c. The National Environmental Management Waste Act, No 59 of 2008
 - d. The National Environmental Management Act, Act 107 of 1998
 - e. The Environmental Conservation Act, Act 73 of 1989.
 - f. The National Traffic Act, Act 93 of 1996.
 - g. National Water Act, No 38 of 1998
 - h. Any other waste related legislation
 - i. City of Cape Town Integrated Waste Management By-Law
 - j. Saldanha Bay Municipality Integrated Waste Management By-Law
9. TE Risk & Safety Department shall monitor the Contractor and evaluate the level of compliance to the conditions stipulated in this specification and Transnet policies through inspections and audits where applicable.
10. All the services provided shall be subjected to inspection by the nominated officials of Transnet Engineering during any stage of the contract period. The Contractor shall permit unrestricted access, at any time, to Transnet Engineering official(s) in order that Transnet Engineering may witness the Contractor in the process of providing the services and to assess the performance of the Contractor in the execution of providing the services against the stipulated schedule of requirements, specification(s) and any mutually agreed upon and documented standard(s). This may include permitting the Transnet Engineering official(s) the opportunity to scrutinize any operational document(s) utilised by the Contractor.
11. Transnet Engineering reserves the right to arrange itself with another Contractor to carry out the service if the service is not adhered to. All costs including supervision in which Transnet Engineering is involved shall be borne solely by the Contractor.
12. Contract will be terminated if Transnet Engineering is not satisfied with the services that have been provided.
13. The contractor shall arrange for Transnet Engineering Safety Induction for all employees before they may enter the different sites for work, including new personnel in case of change in its employees / staff servicing TE's Depots.
14. The service may be decreased/ increased according to the needs of Transnet Engineering.
15. The appointed Contractor shall prepare and submit a SHE file that include but not limited to the following documents:
 - a. Valid COID Letter of good standing;
 - b. Public liability insurance;
 - c. Signed Section 37 agreement (to be provided by Transnet Engineering);
 - d. Medical certificates for each employee to work on site including;
 - i. Hearing test & Lung function test
 - e. Safety File (Must include but not necessarily limited to):
 - i. Risk Assessment;
 - ii. Appointment letters
 - iii. Safe Operating Procedures
 - iv. Waste Management Plan
 - v. Personal Protective Equipment checklist indicating all PPE to be worn on site

16. The contractor may be requested in the middle of the contract to change the waste handling equipment to suite TE waste management systems.
17. Ad hoc bins must be supplied as and when requested.
18. Bins must be:
 - a. Neatly painted and marked accordingly.
 - b. HAZARDOUS waste bins should be "preferably" red or orange in colour.
 - c. HAZARDOUS waste skips/ bins must be labelled as such.
19. The Contractor must be capable of rendering 24 hour a "hazmat" and environmental spill response service or be able to subcontract such a service. All quotations and invoicing will be dealt with through the main contractor.

5. HAZARDOUS WASTE INVENTORY AND DISPOSAL METHODS:

The industrial processes found across TE businesses in Salt River Region produce various waste streams. Most hazardous waste generated are listed;

Item	Business/Area	Waste description	Landfill & Disposal datasheet (VWMF)	Treatment Facility
Salt River Centre				
1	Wheels/RM/RSE	Oily rags & oil contaminated PPE	190749	N/A
2	Coaches	Shot Blast	190687	N/A
3	Coaches	Empty Paint/Thinners cans	200711	N/A
4	RM	Epoxy Resin	190691	N/A
5	RM/Wheels	Used grease	190837	N/A
6	RM	Used sand blast	1901303	N/A
7	Coaches	Used thinners & paint mixture	N/A	Ecoservices
8	RM	Oily water	N/A	FUEL 44
9	RSE	Metal Dust	1801039	N/A
10	RSE/WHL/SOE/PEMM	Used coolant & water	N/A	Ecoservices
11	PEMM/Coaches	Fluorescent lights	N/A	Reclite
12	Wheels	Crater oil sludge	190686	N/A
Bellville Depot				
1	Locomotives	Oily rags & oil contaminated PPE	190748	N/A
2	Locomotives	Oil & fuel filters	N/A	Ecoservices
3	Locomotives	Oily sludge	1801015	Ecoservices/ FUEL 44
4	Locomotives	Oily water	N/A	FUEL 44
5	Locomotives Worcester	Oily sludge	190323	N/A
6	Wagons	Composite brake pads	1901283	N/A
7	PEMM/Locomotives	Fluorescent lights	N/A	Reclite

Item	Business/Area	Waste description	Landfill & Disposal datasheet (VWMF)	Treatment Facility
Saldanha				
1	Locomotives	Oily rags & oil contaminated PPE	190747	N/A
2	Locomotives	Gear case oil	190689	N/A
3	Locomotives	Oil & fuel filters	N/A	Ecoservices
4	Locomotives	Oily sludge	N/A	Ecoservices/ FUEL 44
6	Locomotives	Oily water	N/A	Ecoservices/ FUEL 44
8	Wagons	Composite brake pads	1901282	N/A
9	PEMM/ Locomotives	Fluorescent lights	N/A	Reclite
10	Wheels/Wagons	Used thinners	N/A	Ecoservices

6. TECHNICAL AND COST PROPOSAL:

1. The suitable Contractor shall propose all probable cost in relation to the defined scope of work as per schedule of prices (**See table 6.1 & table 6.2**)

2. **Prices must be fixed for three years.**

3. **The following evaluation documents must be submitted;**

a. Experience

- i. Track record of the bidder with respect to providing Waste Management Services including waste classification (List of projects including brief description of the services provided and client)
- ii. Reference Letters
 1. reference letters for waste classification
 2. reference letters for waste management

b. Technical Capability

- i. Valid City of Cape Town Accreditation as Waste Management Service Provider (**pre-qualification**)
- ii. Valid PrDP (permit to transport dangerous goods) for drivers
- iii. Waste recycling approach and methodology in line with the Waste hierarchy clearly defined
- iv. Registration/permits/licences for any landfill or recycling facility to be used

c. Capacity

- i. Valid copies of Vehicle Licences for skip/RORO trucks with City of Cape Town Operators Card
- ii. Fill and sign the affidavit attached. Uncompleted or unsigned affidavit will not be considered

Proof of training of personnel (Drivers, assistants, etc.) on waste management or environmental management, (Valid Training Certificates and/or attendance registers from accredited service provider).

1 GREEN ECONOMY / CARBON FOOTPRINT

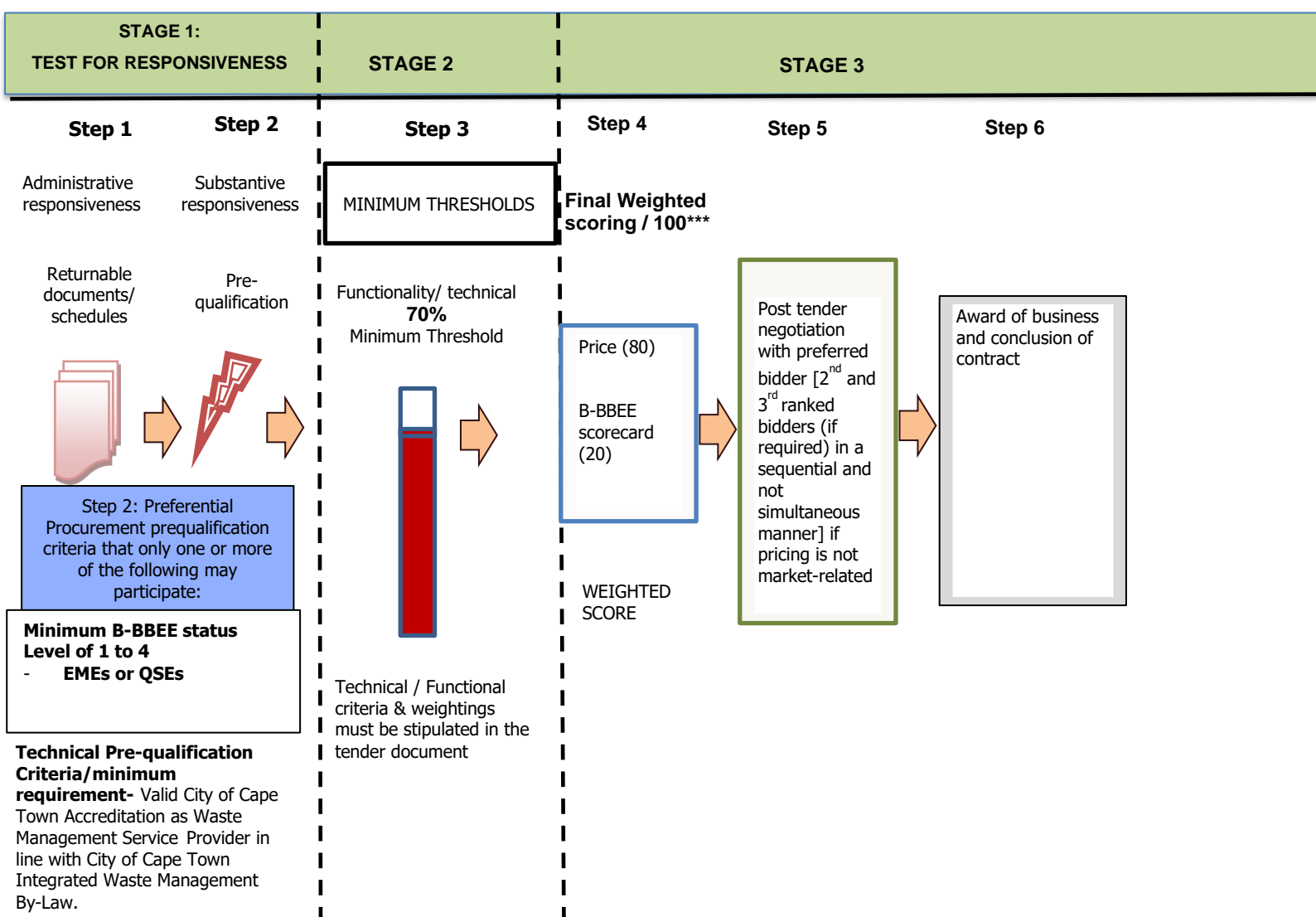
Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

2 GENERAL SUPPLIER/SERVICE PROVIDER OBLIGATIONS

- 2.1 The Supplier/Service provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 2.2 The Supplier/Service provider(s) must comply with the requirements stated in this RFP.

3 EVALUATION METHODOLOGY

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



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

3.1 **STEP ONE: Test for Administrative 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 all sections of the Bid document (RFP) has been duly signed by the authorised respondent and returned without alterations or tampering. 	<i>All sections</i>

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

3.2 **STEP TWO: Test for Substantive Responsiveness to RFP**

The test for substantive responsiveness to this RFP will include the following:

Check for substantive responsiveness	RFP Reference
<ul style="list-style-type: none"> Whether any general pre-qualification criteria set by Transnet, have been met 	<i>All sections including: Section 2 paragraphs 6.1, 6.2 and Section 3 paragraph 3.1</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule 	<i>Section 4</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"> Whether any Technical pre-qualification set by Transnet have been met as follows: Valid City of Cape Town Accreditation as Waste Management Service Provider in line with City of Cape Town Integrated Waste Management By-Law 	<i>Section 3 – Scope of Work Paragraph 3.1</i>
<ul style="list-style-type: none"> Whether any set prequalification criteria for preferential procurement have been met: <ul style="list-style-type: none"> Minimum B-BBEE Level of 1 to 4 EMEs and/or QSEs may participate in this RFP 	<i>Section 2 - Paragraphs 6.1 and 6.2</i>
<ul style="list-style-type: none"> Certificate of attendance of compulsory Site Meeting / RFP Briefing 	<i>Section 10</i>

The test for substantive responsiveness [Step Two] must be passed for a Respondent's proposal to progress to Step Three for further evaluation

3.3 **STEP THREE: Minimum Threshold 70 points for Technical Criteria**

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

Technical Evaluation Criteria	Points Weightings
Experience	25%
Technical Capability	40%
Capacity	35%
Total	100%
Minimum qualifying score required:	70%

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

1. Company Experience

The company demonstrate their experience in providing Waste Management Services including waste classification.

CRITERIA DEFINITION	Weightings	Scoring Guideline
Experience and track record of the bidder with respect to providing Waste Management Services (List of projects including brief description of the services provided and client)	10%	Bidder has provided a list indicating successful completion of more than 5 similar projects including a brief description = 10%
		Bidder has provided a list indicating successful completion of 3-4 similar projects = 5%
		Bidder has provided a list indicating successful completion of less than 3 similar projects =2%
		Bidder has not completed any similar project / has not submitted the required information=0%
Two or more reference letters not older than three (3) years, with company letter head and endorsed through signatures of the company provided services to, confirming completion of waste classification (PS. Award letters will not be accepted as reference letters)	5%	2 or more relevant reference letters on experience on waste classification in line with SANS 10234 regulation= 5%
		1 relevant reference letters on experience on waste classification in line with SANS 10234 regulation= 2%
		No reference letters not submitted/ reference letters on experience on waste classification in line with SANS 10234 regulation =0%
Three or more reference letters not older than three (3) years, with company letter head and endorsed through signatures of the company provided services to, confirming completion of similar scope. (PS. Award letters or completion certificates will not be accepted as reference letters)	10%	3 or more relevant reference letters, on company letterhead and signed submitted= 10%
		2 relevant reference letters, on company letterhead and signed submitted= 5%
		1 relevant reference letter, on company letterhead and signed submitted = 2%
		Reference letters not submitted/ reference letters submitted not relevant to the scope/do not meet the criteria=0%
TOTAL	25%	

2. Technical Capability The company demonstrates their technical capability to handle the scope through a well-defined methodology, approach and schedule of activities		
CRITERIA DEFINITION	Weightings	Scoring Guideline
Waste recycling approach and methodology in line with the Waste hierarchy clearly defined (Incorporate the recovery, sorting and recycling of waste in line with TE waste streams).	10%	Waste recycling approach and methodology (incorporating the waste recovery, sorting and recycling in line with TE waste streams) is clear and detailed =10%
		Waste recycling approach and methodology (incorporating the waste recovery, sorting and recycling in line with TE waste streams) is not clear and detailed =5%
		Waste recycling approach and methodology not submitted or not in line with the TE waste streams=0%
Licenses of hazardous waste landfill sites to be used	10%	Submitted=10%
		Not submitted=0%
Licenses of hazardous recycling facilities sites to be used	10%	Submitted=10%
		Not submitted=0%
Valid PrDP (permit to transport dangerous goods) for drivers	10%	Permit submitted=10%
		Permit not submitted=0%
TOTAL	40%	

3. Capacity The company demonstrates the capacity to handle the scope of work in terms of human resources and equipment. Company personnel trained in similar scope and the company has the required machinery and equipment to execute the scope of work.		
CRITERIA DEFINITION	Weightings	Scoring Guideline
Proof of training of personnel (Drivers, assistants, etc) on waste management or environmental management, (Valid Training Certificates and/or attendance registers from accredited service provider).	10%	Proof submitted=10%
		Personnel not trained or proof not submitted=0%
The company demonstrates the capacity to handle scope of work in terms of required equipment (e.g. trucks, waste receptacles, etc.) - confirm ownership of assets to be used for this scope.	15%	Contractor confirms ownership or rental of 100% equipment listed in the affidavit =15%
		Contractor confirms ownership of 80%- 99% of equipment listed in the affidavit=10%
		Contractor Confirms ownership of 50% - 79% of equipment listed in the affidavit=5%
		Contractor Confirms ownership of less than 50% of equipment listed in the affidavit=0% NB: Fill and sign the affidavit attached. (Section 12) Affidavit for waste capacity. Uncompleted or unsigned affidavit will not be considered.
Valid copies of Vehicle Licenses for skip/RORO trucks with City of Cape Town Operators Card	10%	Copies of registration/permit/licenses for Skip & RORO vehicles submitted=10%
		Registration/permit/licenses for all vehicles not submitted=0%
TOTAL	35%	

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 Three] must be met or exceeded for a Respondent's Proposal to progress to Step Four for final evaluation

3.4 **STEP FOUR: Evaluation and Final Weighted Scoring**

a) **Price Criteria** [Weighted score 80 points]:

Evaluation Criteria	RFP Reference
<ul style="list-style-type: none"> 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

b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 20 points]

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

3.5 **SUMMARY: Applicable Thresholds and Final Evaluated Weightings**

Thresholds	Minimum Threshold
Technical / functionality	70%

Evaluation Criteria	Final Weighted Scores
Price	80
B-BBEE - Scorecard	20
TOTAL SCORE:	100

3.6 STEP FIVE: Post Tender 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.:
 - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
 - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
 - Should two or more bidders be ranked first, Transnet will award business in line with the prescripts of section 18 of the PPPFA guide as well as section 17 of the Goods and Services Procurement Procedure Manual (GSPM) of October 2021.
- 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).

3.7 STEP SIX: Award of business and conclusion of contract

- Immediately after approval to award the contract has been received, the successful or preferred bidder(s) will be informed of the acceptance of his/their Bid either by way of a Letter of Award or Letter of Intent where Transnet will negotiate any final terms and conditions of the contract with the successful Respondent(s). Thereafter the final contract will be concluded with the successful Respondent(s).
- Otherwise, a final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

SECTION 4: PRICING AND DELIVERY SCHEDULE - *Respondents are required to complete the table below:*

TABLE 6.1 (a) : SCHEDULE OF PRICES : Salt River Centre

Skips							
No	Business & Area	Position	Size	Monthly Rental per skip	Transportation Costs per lift (Estimated 1 lift every 2nd month. Thus, divide your lift costs by 2 for monthly budget)	Disposal Costs per ton (Estimated 1 ton every 2 nd month. Thus, divide your per ton disposal rate by 2 for monthly budget)	Monthly Total
1	Coaches Shot blast Area	Used Shot blast	6 m ³				
2	Coaches Paint Shop Area	Empty paint, glue and thinners cans	11 m ³				
3	RM, Workshop	Oily rags & oil contaminated PPE	6 m ³				
4	RM, Coil Shop	Epoxy Resin	6 m ³				
5	Wheels Workshop	Oily rags & oil contaminated PPE	6 m ³				
6	RSE	Oily rags & oil contaminated PPE	6 m ³				

Respondent's Signature

Date & Company Stamp

Intermediate containers & tankers							
No	Business & Area	Position	Size	Replacements (closed top/open top 210 drums) (use total replacement quantity e.g. 3 x R300= R900 for replacement of 3 drums)	Transportation Costs per lift (Estimated 1 lift every 3 months, thus please divide your lifting costs by 3)	Disposal/ Treatment Costs per drum)	Monthly Total
7	Coaches Paint Shop Area	Used thinners & paint mixture	3 X 210 L drums				
8	RM, Bay 6	Used sand blast	1 X 210 L drum				
9	RM/Wheels	Used grease	1 X 210 L drum				
10	RSE	Metal Dust	1 X 210 L drum				
11	Wheels/RM/RSE/SOE	Used coolant & water	2 X 210 L drum	n/a			
12	Wheels	Crater Sludge	1 X 210 L drum	n/a			
13	PEMM	Fluorescent lights	1 X 6 ft. bin	High Volume fluorescent tubes bin is replaced at least 2nd month. Replacement & recycling should be included in a single pricing. Thus, divide your service costs by 2 for monthly budget			
14	RM	Oily water	5000 L	Include the transportation to & treatment costs at the recycling facility in a single pricing for 5 000 L Road Tanker. 1 load a month			
						Monthly Subtotal Salt River	

TABLE 6.1 (b): SCHEDULE OF PRICES: Bellville

Skips							
No	Business & Area	Position	Size	Monthly Rental per skip	Costs per lift (Estimated 1 lift every 3 months, thus please divide your lifting costs by 3)	Disposal/ Treatment Costs per ton (estimated 1 ton a month)	Monthly Total
1	Locomotives	Oily rags & oil contaminated PPE	11 m³				
2	Locomotives	Oil filters	11 m³				
3	Wagons	Composite brake pads	14 m³				
Intermediate containers & tankers							
4	PEMM	Fluorescent lights	1 X 6 ft. bin	High Volume fluorescent tubes bin is replaced at least 3rd month. Replacement & recycling should be included in a single pricing. Thus, divide your service costs by 3 for monthly budget			
5	Locomotives	Oily water	5000 L	Include the transportation to & treatment costs at the recycling facility in a single pricing for 5 000 L Road Tanker. Tank emptied at least every 3rd month. Thus, divide your service costs by 3 for monthly budget			
						Monthly Subtotal Bellville	

TABLE 6.1 (c): SCHEDULE OF PRICES: Saldanha

Skips							
No	Business & Area	Position	Size	Monthly Rental per skip	Costs per lift (Estimated 1 lift every 3 months, thus please divide your lifting costs by 3)	"Disposal/Treatment Costs per ton (estimated 1 ton a month) (NB for brakes shoes, estimated 10 tons a month)	Monthly Total
1	Locomotives	Oily rags & oil contaminated PPE	11 m ³				
2	Locomotives	Oil filters	11 m ³				
3	Wagons	Composite brake pads	3 x 14 m ³				
Intermediate containers & tankers							
4	PEMM	Fluorescent lights	1 X 6 ft. bin	High Volume fluorescent tubes bin is replaced at least 3rd month. Replacement & recycling should be included in a single pricing. Thus, divide your service costs by 3 for monthly budget			
5	Locomotives	Gearcase Oil	12 X 210 L	About 12 x 210 L drums gearcase oil drums lifted for disposal once every 3 months (Disposal costs for 4 drums per month)			
6	Locomotives	Oily water	5000 L	Include the transportation to & treatment costs at the recycling facility in a single pricing for 5 000 L Road Tanker. Tank emptied at least every 3rd month. Thus, divide your service costs by 3 for monthly budget			
						Monthly Subtotal Saldanha	

TABLE 6.2: SCHEDULE OF PRICES FOR WASTE CLASSIFICATION

Item	Business/Area	Waste description	Proposed classification costs (once off)
Salt River Centre			
1	Coaches	Used shot Blast	
2	RM	Used sand blast	
3	RSE	Metal Dust	
4	Wheels	Crater oil sludge	
Bellville Depot			
1	Locomotives	Oily sludge, effluent plant	
Saldanha			
1	Locomotives	Oily sludge, effluent plant	
2	Locomotives	Oily sludge, effluent plant	
Waste classification for 6 Waste Streams			
Total Contract Cost (36 months)			

6.3: SCHEDULE OF PRICES FOR SPECIAL SERVICES

No	Deliverable/Description of Services	UOM	Rate Offered Meduim Chemical/Oil Spill	Rate Offered Large Chemical/Oil Spill
1	Salt River Centre – 24-hour spill-response for <u>Medium to Large Chemical/Oil Spill</u>	As and When Required		
2	Bellville - 24-hour spill-response for <u>Medium to Large Chemical/Oil Spill</u>	As and When Required		
3	Saldanha - 24-hour spill-response for <u>Medium to Large Chemical/Oil Spill</u>	As and When Required		

6.4: PRICE SCHEDULE SUMMARY (Prices quoted would be kept firm and fixed for the contract duration)

No	Deliverable/Description of Services	UOM	Qty	Monthly Subtotal (excl. VAT) [ZAR]	Annual Total (excl. VAT) [ZAR]
1	Salt River Centre – Table 6.1 (a) (Combined monthly subtotal for Skips, Containers and tankers)	Monthly	36		
2	Bellville – Table 6.1 (b) (Combined monthly subtotal for Skips, Containers and tankers)	Monthly	36		
3	Saldanha – Table 6.1 (c) (Combined monthly subtotal for Skips, Containers and tankers)	Monthly	36		
4	Table 6.2: Total Waste Classification Costs (once off)	Once Off	1		
TOTAL PRICE, exclusive of VAT:					
VAT 15% (if applicable)					
Total Inclusive of VAT (where applicable)					

Pls indicate: Delivery lead time calculated from date of receipt of purchase order: _____ days or _____ weeks.

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

Respondent's Signature

Date & Company Stamp

Notes to Pricing:

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-
- (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
 - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP;
 - (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.

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

- b) Prices must be quoted in South African Rand inclusive of VAT.
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) 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.
- e) Rates proposed must be aligned with the Guide on Hourly Fee Rates for Consultants” by the Department of Public Service and Administration (DPSA);
- f) Quantities given are estimates only. Any orders resulting from this RFP will be on an “as and when required” basis.
- g) Prices are to be quoted on a delivered basis to Transnet Engineering, Salt River Region.
- h) 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.
- i) Delivery lead time calculated from date of receipt of purchase order: _____ weeks.
- j) 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	
-----	--

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

1. DISCLOSURE OF CONTRACT INFORMATION

PRICES TENDERED

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

JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS

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

DOMESTIC PROMINENT INFLUENTIAL PERSONS (DPIP) OR FOREIGN PROMINENT PUBLIC OFFICIALS (FPPO)

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

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

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

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
Is the Respondent (Complete with a "Yes" or "No")						
A DPIP/FPPO			Closely Related to a DPIP/FPPO			Closely Associated to a DPIP/FPPO
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

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

2. "AS AND WHEN REQUIRED" CONTRACTS

- 2.1 Purchase orders will be placed on the Supplier/Service provider(s) from time to time as and when Goods/Services are required.
- 2.2 Transnet reserves the right to place purchase orders until the last day of the contract for deliveries to be effected, within the delivery period / lead time specified, beyond the expiry date of the contract under the same terms and conditions as agreed upon.
- 2.3 Delivery requirements may be stipulated in purchase orders and scheduled deliveries may be called for. However, delivery periods and maximum monthly rates of delivery offered by the Respondents will be used as guidelines in establishing lead times and monthly delivery requirements with the Supplier.
- 2.4 Where scheduled deliveries are required, the delivery period(s) specified must be strictly complied with, unless otherwise requested by Transnet. Material supplied earlier than specified may not be paid for or may be returned by Transnet, with the Supplier being held liable for all expenses so incurred, e.g. handling and transport charges.
- 2.5 If the delivery period offered by the Respondents is subject to a maximum monthly production capacity, full particulars must be indicated in Section 4 [*Pricing and Delivery Schedule*]
- 2.6 The Respondent must state hereunder its annual holiday closedown period [if applicable] and whether this period has been included in the delivery lead time offered:

- 2.7 Respondents are required to indicate below the action that the Respondent proposes to take to ensure continuity of supply during non-working days or holidays.

3. SERVICE LEVELS

- 3.1 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.
- 3.2 Transnet will have quarterly reviews with the Supplier/Service provider's account representative on an on-going basis.
- 3.3 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.
- 3.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
 - a) Random checks on compliance with quality/quantity/specifications
 - b) On-time deliveryIf 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
- 3.5 The Supplier/Service provider must provide a telephone number for customer service calls.

- 3.6 Failure of the Supplier/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 Supplier/Service provider of its intention to do so.

Acceptance of Service Levels:

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

4. 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:

4.1 Quality and specification of Goods/Services delivered:

4.2 Continuity of supply:

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

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

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:

- (i) Master Agreement (which may be subject to amendment at Transnet's discretion if applicable);
- (ii) General Bid Conditions; and
- (iii) 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/intent, 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 intent [the **Letter of Intent**], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Intent, 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

Respondent's Signature

Date & Company Stamp

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, failure to meet Subcontracting, 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. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier/Service provider and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

VALIDITY PERIOD

Transnet requires a validity period of **15 August 2022**, 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.

a) Mandatory Returnable Documents

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

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
Section 1: SBD1 Form	
SECTION 4 : Pricing and Delivery Schedule	
SECTION 10: Certificate of attendance of compulsory Site Meeting / RFP Briefing	
Technical Pre-Qualification - Valid City of Cape Town Accreditation as Waste Management Service Provider in line with City of Cape Town Integrated Waste Management By-Law	
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 9 of this RFP	

b) Returnable Documents Used for Scoring

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

<u>RETURNABLE DOCUMENTS USED FOR SCORING</u>	SUBMITTED [Yes or No]
Experience and track record of the bidder with respect to providing Waste Management Services including waste classification (List of projects including brief description of the services provided and client)	
Two or more reference letters not older than three (3) years, with company letter head and endorsed through signatures of the company provided services to, confirming completion of waste classification (PS. Award letters will not be accepted as reference letters)	
Three or more reference letters not older than three (3) years, with company letter head and endorsed through signatures of the company provided services to, confirming completion of similar scope. (PS. Award letters or completion certificates will not be accepted as reference letters)	
Waste recycling approach and methodology in line with the Waste hierarchy clearly defined (Incorporate the recovery, sorting and recycling of waste in line with TE waste streams).	
Licenses of hazardous waste landfill sites to be used	
Licenses of hazardous recycling facilities sites to be used	
Valid PrDP (permit to transport dangerous goods) for drivers	
Proof of training of personnel (Drivers, assistants, etc) on waste management or environmental management, (Valid Training Certificates and/or attendance registers from accredited service provider).	
The company demonstrates the capacity to handle scope of work in terms of required equipment (e.g. trucks, waste receptacles, etc.) - confirm ownership of assets to be used for this scope.	
Valid copies of Vehicle Licenses for skip/RORO trucks with City of Cape Town Operators Card	

c) Essential Returnable Documents:

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
Proposals must be submitted in duplicate hard copies (1 original and 1 copy, sign, stamp and date the bottom of each page) and must be bound.	
Copy of valid Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system (Consortia/Joint Ventures must submit a separate Tax Clearance Certificate/PIN for each party)	
CSD (Central Supplier Database registration number (https://secure.csd.gov.za))	
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
SECTION 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 8: RFP Clarification Request Form	
SECTION 9: B-BBEE Preference Claim Form	
SECTION 11: SBD 9 - Certificate Of Independent Bid Determination	
SECTION 12: Affidavit for Waste Capacity	
SECTION 13: Protection of Personal Information	
ANNEXURE D: SUPPLIER DECLARATION FORM	
ANNEXURE E: TRANSNET'S GENERAL BID CONDITIONS	
ANNEXURE F: TRANSNET'S SUPPLIER INTEGRITY PACT	
ANNEXURE G: NON-DISCLOSURE AGREEMENT	

Respondent's Signature

Date & Company Stamp

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its valid proof of B-BBEE status, 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____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFP, MASTER AGREEMENT & APPLICABLE DOCUMENTS

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this 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	Transnet's Supplier Integrity Pact
3	Non-disclosure Agreement
4	Master Agreement

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

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

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Proposal [**RFP**];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and 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.
4. At no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
5. We 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;
6. 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;
7. We declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid;
8. We declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of Transnet;
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFP; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 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]

11. 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.

DECLARATION OF INTEREST REGARDING PERSONS EMPLOYED BY THE STATE (SBD4)

12. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

- 13.1. Full Name of bidder or his or her representative:
- 13.2. Identity Number:
- 13.3. Position occupied in the Company (director, trustee, shareholder²):

¹ "State" means –

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

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

13.4. Company Registration Number:

13.5. Tax Reference Number:

13.6. VAT Registration Number:

13.7. Are you or any person connected with the bidder presently employed by the state?	YES / NO
13.7.1. If so, furnish the following particulars:	
Name of person / director / trustee / shareholder/ member:	.....
Name of state institution at which you or the person connected to the bidder is employed :	.....
Position occupied in the state institution:	.....
Any other particulars:	.....
13.8. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO
13.8.1. If yes, did you attached proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	YES / NO
13.8.2. If no, furnish reasons for non-submission of such proof:	.....
13.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	YES / NO
13.9.1. If so, furnish particulars:	.....
13.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO
13.10.1. If so, furnish particulars:	.....
13.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO
13.11.1. If so, furnish particulars:	.....
13.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?	YES / NO
13.12.1. If so, furnish particulars:	.....

The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 14 below.

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

BREACH OF LAW

15. 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 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

RFP No: TE21-SRX-1DF-04409

TO: Transnet SOC Ltd

ATTENTION: Charlene Nel

EMAIL [Charlene.nel@transnet.net]

DATE: _____

FROM: _____

REQUEST FOR RFP CLARIFICATION

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Date & Company Stamp

SECTION 9 : B-BBEE PREFERENCE POINTS CLAIM FORM

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

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

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

1. GENERAL CONDITIONS

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

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

1.2 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.

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBEE 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.
- (j) **"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);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 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

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

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

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

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME ³	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 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.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 6.1

- 6.1 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.

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

³ In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

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

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 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;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES	
1.	.....
2.	.....

..... SIGNATURE(S) OF BIDDERS(S)	
DATE:	.....
ADDRESS:	.....

SECTION 10: CERTIFICATE OF ATTENDANCE OF COMPULSORY RFP BRIEFING

It is hereby certified that –

1. _____

2. _____

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

attended the site meeting / RFP briefing in respect of the proposed Goods/Services to be rendered in terms of this
RFP on _____ 20__

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

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: SBD 9- CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
2. Transnet will take all reasonable steps to prevent abuse of the supply chain management system and to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
3. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
4. In order to give effect to the above, the following certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁴ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. geographical area where product or service will be rendered (market allocation)
 - c. methods, factors or formulas used to calculate prices;

⁴ 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.

- d. the intention or decision to submit or not to submit, a bid;
 - e. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 12: AFFIDAVIT FOR WASTE CAPACITY

I(company Representative) do confirm that
Company Name) have the capacity to provide the waste services
 equipment as listed in the table below.

Waste Service Equipment(s)	Yes/No	If not, indicate own capacity
5 x 6m3 Haz Skips (leak proof & lidded)		
5 x 11m3 Haz Skips (leak proof & lidded)		
4 x 14m3 Waste Bins (RORO)		
RORO Truck(s)		
Skip Truck(s)		
Tanker		
Provision of 24-hour spill- response for Medium to Large Chemical/Oil Spill spillages when required.		

NB: Where infrastructure will be subcontracted, provide signed letter of agreement between the two parties.

.....

Signature

.....

Date

.....

Stamp

SECTION 13: PROTECTION OF PERSONAL INFORMATION

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement, the Operator is (Respondent) and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.
7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
8. The Operator 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 the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party, 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 Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all

necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.

10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

The Operator is required to provide confirmation that all measures in terms of the POPIA are in place when processing personal information and the information of a third party received from Transnet:

YES		NO	
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13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to 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 Transnet submitted to it.

Signature of Respondent's authorised representative: _____

14. 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