

**TRANSNET SOC LTD**

trading through its operating division, **TRANSNET NATIONAL PORTS AUTHORITY**

[Registration No. 1990/000900/30]

[hereinafter referred to as **TNPA**]

REQUEST FOR QUOTATION [RFQ] No : TNPA/2022/07/0615/6826/RFP

FOR THE SUPPLY/PROVISION OF : SHEQ DEPARTMENT –
GENERAL AND HAZARDOUS WASTE
MANAGEMENT SERVICES WITHIN THE
PORT OF PORT ELIZABETH FOR 36
MONTHS

FOR DELIVERY TO : PORT OF PORT ELIZABETH

ISSUE DATE : 12 JULY 2022

COMPULSORY BRIEFING MEETING : N/A

TIME : N/A

VENUE : N/A

CLOSING DATE : 02 AUGUST 2022

CLOSING TIME : 10:00AM SHARP

CLOSING VENUE : <https://www.transnet.net>
(REFER ANNEXURE B FOR GUIDE)

Note to the bidders:

Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.

BID VALIDITY PERIOD : 90 BUSINESS DAYS FROM CLOSING
DATE

PREQUALIFICATION CRITERIA - ONLY RESPONDENTS FALLING IN THE FOLLOWING CATEGORIES MAY RESPOND TO THIS RFQ:

- a) EXEMPTED MICRO ENTERPRISE (EME's) AND QUALIFYING SMALL ENTERPRISES (QSE'S) ONLY
- b) MINIMUM BBBEE LEVEL 4



SCHEDULE OF BID DOCUMENTS

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SECTION 1: SBD1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET NATIONAL PORTS AUTHORITY, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TNPA/2022/07/0615/6826/RFP	ISSUE DATE:	12 JULY 2022	CLOSING DATE:	02 August 2022	CLOSING TIME:	10h00
DESCRIPTION	SHEQ Department – General and Hazardous Waste Management Services within the Port of Port Elizabeth for 36 month						
BID RESPONSE DOCUMENTS SUBMISSION							
RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions): https://transnetetenders.azurewebsites.net							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Omashree (Vanessa) Balie			CONTACT PERSON	Omashree (Vanessa) Balie		
TELEPHONE NUMBER	041-5072054/083 749 1235			TELEPHONE NUMBER	041-5072054/083 749 1235		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	Omashree.Balie@transnet.net			E-MAIL ADDRESS	Omashree.Balie@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	



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[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]			
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<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:..... DATE:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

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

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	SHEQ Department – General and Hazardous Waste Management Services within the Port of Port Elizabeth for 36 month
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 Portal at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link/site) free of charge (<i>refer to section 2, paragraph 3 below for detailed steps</i>)</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>
BRIEFING SESSION	N/A
CLOSING DATE	<p>10:00 am on Tuesday 02 August 2022</p> <p>Bidders must ensure that bids are uploaded timeously onto the system. As a general rule, if a bid is late, it will not be accepted for consideration.</p> <p><i>Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.</i></p>
VALIDITY PERIOD	<p>90 Business Days from Closing Date</p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.</p>

	<p>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 11.12</p>
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Any additional information or clarification will be published on the e-Tender portal and Transnet website, if necessary.

FORMAL BRIEFING

N/A

PROPOSAL SUBMISSION

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

- a) The Transnet e-Tender Submission Portal can be accessed as follows:
- Log on to the Transnet eTenders management platform website/ Portal (transnetetenders.azurewebsites.net) Please use **Google Chrome** to access Transnet link/site);
 - Click on "ADVERTISED TENDERS" to view advertised tenders;
 - Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
 - Click on "SIGN IN/REGISTER" - to sign in if already registered;
 - Toggle (click to switch) the "Log an Intent" button to submit a bid;
 - Submit bid documents by uploading them into the system against each tender selected.
 - No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

RFP INSTRUCTIONS

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

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

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

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

JOINT VENTURES OR CONSORTIUMS

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

Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card as per the B-BBEE Preferential Procurement Regulations, 2017 preference point scoring.

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 4**, and Respondents who do not have at least this B-BBEE status or higher will be disqualified.

COMMUNICATION

For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to **Omathree.Balie@transnet.net** before **12:00 pm on 22 July 2022**, substantially

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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.

After the closing date of the RFP, a Respondent may only communicate with the DBAC Secretariat **Bhatisani Widzani**, at **email Bhatisani.Widzani@transnet.net** on any matter relating to its RFP Proposal.

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

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

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

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.

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.

EMPLOYMENT EQUITY ACT

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

DISCLAIMERS

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

modify the RFP's Goods/Services and request Respondents to re-bid on any such changes;

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

disqualify Proposals submitted after the stated submission deadline [closing date];

award a contract in connection with this Proposal at any time after the RFP's closing date;

award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;

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

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cancel the bid process;

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

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

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

to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;

to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/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.

Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:

- unduly high or unduly low tendered rates or amounts in the tender offer;
- contract data/master agreement/special conditions of contract provided by the tenderer; or
- the contents of the tender returnable which are to be included in the contract.

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.

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.

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

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the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

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.

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:



Ethics Helpdesk (Pty) LTD.
Ethics Management System™

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

				
<p>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.</p>	<p>What's App Speak to an Agent via What's App.</p>	<p>Speak to an Agent Speak to an Agent via the platform with no call or data charge</p>	<p>Telegram Speak to an Agent via Telegram</p>	

 **0800 003 056**

 **086 551 4153**

 **reportit@ethicshelpdesk.com**

 ***120*0785980808#**

SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

TNPA as a division of Transnet is the business unit responsible for the management of General and Hazardous Waste generated by TNPA within the ports in South Africa. TNPA must ensure compliance with all relevant International and National legislation/standards governing the management of General and Hazardous Waste, TNPA Port of Port Elizabeth must therefore, provide the necessary resources and facilitate the sorting, storage, transportation, reuse, recycling, and if necessary the disposal to landfill of waste from the Port of Port Elizabeth.

According to the National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008), "**general waste**" means waste that does not pose an immediate hazard or threat to health or to the environment, and includes;

(a) domestic waste;

(b) building and demolition waste;

(c) business waste;

(d) inert waste; or

(e) any waste classified as non-hazardous waste in terms of the regulations made under section 69, and includes non-hazardous substances, materials or objects within the business, domestic, inert or building and demolition wastes.

In terms of the PoPE Waste Management Plan (WMP), hazardous waste is defined as any waste that contains organic or inorganic elements or compounds that may, owing to the inherent physical, chemical or toxicological characteristics of that waste, have a detrimental impact on health and the environment and includes hazardous substances, materials or objects within business waste, residue deposits and residue stockpiles, refer to Annexure Three Category A of NEM: Waste Amendment Act 16 of 2014.

TNPA PoPE aims to appoint a Service Provider who has experience in the provision of Hazardous and General Waste Management Services and who can demonstrate through their returnable documents that they are capable of providing an efficient, cost effective and legally compliant service. The main objective of TNPA PoPE is to ensure that a waste management service that is environmentally, socially and economically sound as well as legally compliant from storage, handling, transportation, treatment and disposal, is rendered and that all mandatory waste reporting requirements are catered for as part of the service rendered by the Service Provider.

The selected service provider will share in the mission and business objectives of TNPA. These mutual goals will be met by meeting contract requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communication. Further, TNPA and its service provider will study the current ways they do business to enhance current practices and support processes and systems as this will allow TNPA to reach higher levels of quality, service and profitability.

TNPA Specifically seeks to benefit in the following ways:

- Best value for money in respect of waste management;
- TNPA must receive reduced cost of acquisition and improved service benefits resulting from the combination of secure supply, economies of scale and streamlined service processes;
- TNPA must receive proactive improvements from the Service Provider with respect to supply services and related processes as well as any industry developments;
- TNPA's overall image must be strengthened by the chosen Service Provider's service delivery systems; and

- TNPA must be able to rely on the chosen Service Provider's personnel for service enquiries, recommendations and substitutions.
- Legal compliance by the Service Provider to all statutes, standards and protocols governing general and hazardous waste to ensure TNPA is legally compliant on matters pertaining to waste management.

2 EXECUTIVE OVERVIEW

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

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

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

3 SCOPE OF REQUIREMENTS

TNPA intends to outsource the provision of general and hazardous waste management services at the Port of Port Elizabeth. The supply of the aforementioned waste management services is required at the Port of Port Elizabeth for a period of **three (3) years**.

The successful Service Provider will be required to provide hazardous and general waste management services at TNPA PoPE as follows:

- i. Provide legally compliant general and hazardous waste leak proof containers with fixed covers for general waste and hazardous waste
- ii. Provide personnel:
 - a. Green Guards
 - b. Site Supervisor
- iii. Manage Site Operations
- iv. Remove and dispose of waste at sites licensed to receive general & hazardous waste
- v. Submit monthly documentation to TNPA:
 - a. Legally Compliant Safe Disposal Certificates
 - b. Legally Compliant Waste Manifests
 - c. Ensure that the Monthly Reports submitted to TNPA PoPE comply with SAWIC (South African Waste Information Centre) Requirements and the 2012 National Waste Information Regulations
 - d. Ensure that the supporting documentation on cleaning of waste containers and drip trays is provided for as part of the report submitted to TNPA on a monthly basis
- vi. Submit monthly documentation to SAWIC
 - a. The successful tenderer will be required to register on the South African Waste Information System (SAWIS) as required by SAWIC
 - b. TNPA Port of Port Elizabeth is already registered on the system and will provide the Contractor with the necessary registration number and/or additional information required in this regard such that the contractor is in a position to upload the hazardous and general waste quantities on SAWIS on a monthly basis
- vii. Ensure compliance with all relevant statutes
 - a. All practices regarding this contract shall comply with all relevant legislation

FURTHER BREAKDOWN OF THE SERVICES REQUIRED

Transnet National Ports Authority, Port of Port Elizabeth (TNPA) requires the provision of **30** empty waste containers as follows:

SITE NO.	POSITION	SKIP SIZE	WASTE TYPE	
1	Dom Pedro Jetty	10m ³ X2	1 Skip for general waste	1 Skip for hazardous waste
2	Eyethu Jetty	10m ³ X2	1 Skip for general waste	1 Skip for hazardous waste
3	Quay No: 3 (Shed Number 10,11 & 12)	10m ³ X6	3 Skips for general waste	3 Skips for hazardous waste
4	Tug Jetty	10m ³ X2	1 Skip for general waste	1 Skip for hazardous waste
5	Navy Jetty	10m ³ X2	1 Skip for general waste	1 Skip for hazardous waste
6	Slipway & Trade Motto	10m ³ X4	2 Skips for general waste	2 Skips for hazardous waste
7	Cross Berth	10m ³ X2	1 Skip for general waste	1 Skip for hazardous waste
8	Civil Depot	10m ³ X2	1 Skip for general waste	1 Skip for hazardous waste
9	Sites 1, 2, 3, 5 & 6	1000L X8	Total of 8 Containers for oily waste at Dom Pedro (1), Eyethu (2) Quay3 (2) , Navy Jetty (1) & Slipway (2)	

Note: Additional skip costs should be included as provided for in the Pricing Schedule

A. Provide general and hazardous waste leak proof containers with fixed covers for general waste and hazardous waste:

- a. Each site will have **leak proof, sealed containers with fixed covers as indicated in the table above.**
- b. All waste containers provided must be clearly marked to reflect the type of waste contained as well as the relevant contact details in case of emergencies. Waste containers should also reflect rules regarding acceptable site practices. Waste container signage must be durable to weather conditions to ensure the information / message communicated is clearly visible at all times.
- c. The skips and oily waste containers must be leak proof and covered (fixed lids) to prevent any secondary littering and pollution.
- d. Oily waste containers are to be provided with drip trays to provide secondary containment and prevent pollution. Note: TNPA has drip trays that will serve as tertiary containment and therefore the service provider is required to ensure the drip trays provided as secondary containment are compatible with TNPA's.
- e. The service provider has a duty to ensure that no drip trays including TNPA's are allowed to overflow and any pollution shall be prevented at all times.
- f. TNPA has demarcated / marked waste skip placement areas done in conjunction with Property Management and any movement of skips around and outside of these areas should first be cleared with the SHEQ Department.
- g. Note: All waste skips & oily waste containers provided for this contract must be clean at all times and have no foul odour. Biodegradable products must be used for cleaning the waste skips and oily waste containers. Cleaning must be conducted off-site and TNPA must be provided with Material Data Sheets for products used.
- h. The Service Provider shall ensure at all times that the waste sites have waste containers as prescribed in Section 3 above and TNPA shall not entertain any omissions in this regard.

B. Provide Personnel: (a. Green Guards and b. Site Supervisor)

Note: All personnel that are deployed as part of this contract are to be vetted in line with statutory personnel / HR vetting processes before they are posted on TNPA, Port of PE Sites and the proof of HR vetting must be supplied to TNPA.

a. Green Guards:

The Green Guards will as a **MINIMUM**, be responsible for:

- Ensuring that correct waste streams are disposed of in the appropriate skips / containers. This means that the Green Guard has to be someone who is trained in identifying hazardous from general waste streams so that he/she can be charged with the responsibility to direct facility users to dispose of general waste in general waste skips, hazardous waste in hazardous waste skips and oily waste in oily waste containers.
- Patrolling and managing waste sites they are allocated to and ensure that their respective sites are kept clean at all times.
- The Waste Sites to be managed by the Green Guards include:
 - ✓ Dom Pedro and Cross Berth
 - ✓ Eyethu Jetty
 - ✓ Navy Jetty and Slipway
 - ✓ Quay 3 (Sheds 10, 11 and 12)
 - ✓ Tug Jetty
 - ✓ Civil Depot
 - ✓ Slipway & Trade Motto

Note: Please also refer to the Pricing Schedule for the waste sites

- Notifying their Head Office when skips & oily waste containers in their respective waste sites are full.
- Ensuring that the skips, oily waste containers and drip trays that are brought on-site during each skip/oily waste container-emptying consignment are clean, leak proof, have sealed containers with fixed covers (refer point: i above for further details).
- Reporting all incidents that occur on-site.
- Ensuring that all spillages are managed and their respective sites are kept clean at all times.

b. Site Supervisor

- The Site Supervisor is to ensure that he/she is on-site for a minimum of 4 hours per day.
- Ensure that the Green Guards are on-site daily and in the correct PPE at all times.
- Arrange and conduct awareness sessions with facility users and keep a record of topics covered and attendance.
- Co-ordinate all calls/bookings/queries, etc. to ensure that a seamless service is rendered.
- Respond to and manage incidents.
- Compile Weekly and Monthly Reports as well as Incident Reports.

Returnable Document

- Ensure the Reports compiled are compliant to TNPA agreed-upon format.
- Format of Reports and Waste Management Awareness Presentations to be discussed and agreed upon with TNPA.
- Attend scheduled "Contract Meetings" with TNPA.
- Identify and roll-out waste minimization strategies for TNPA PoPE.
- Oversee the execution of the Contract on-site and in-line with Proposal accepted /submitted.

C. Manage Site Operations:

- The tenderer will be expected to submit an Operations and Maintenance Manual which outlines as a minimum the following:
 - ✓ Overall Waste Management Process-Flow to be followed in managing waste from the Port.
 - ✓ Equipment, vehicles, skips, oily waste containers, drip trays, etc.
 - ✓ Labour (Green-Guards and Site Supervisor) to be deployed for this Contract.
 - ✓ Emergency Plan (vehicle breakdown, labour unrest/strikes, etc.)
- The Service Provider shall be responsible for the cleaning up of any spillages while lifting skips / waste containers /servicing drip trays and must ensure that the area is free from oil contaminated material and other pollutants at all times in all sites the service provider manages on behalf of TNPA.
- The work shall be carried out under the supervision of TNPA and the Service Provider shall be responsible for the acts and omissions of his/her employees.
- The Successful Tenderer will be required to purchase TNPA Vehicle Entry Permit/s to gain access to the Port (all vehicles deployed for this Contract will be required to have Vehicle Entry Permits except in the case of a temporary vehicle used in an emergency/breakdown etc. Temporary vehicle information will need to be provided to the TNPA official managing this Contract before the use of the vehicle).

D. Remove and dispose of waste at sites licensed to receive general & hazardous waste

- The general and hazardous waste skips as well as oily waste containers should be collected once full and the Green Guards will notify the Service Provider of such a need.
- Estimations for costs should be based on a once-a-week basis, and charges upon award of tender will be based on actual lifts.
- In the event of the skip / container being full before the collection date, the Green Guard and / or Site Supervisor has a duty to notify the Service Provider's Logistics Department or Head Office.
- NB: Port Users sometimes report full skips / containers to TNPA and in that case, the information will be passed onto the Service Provider's delegated people on site (e.g. Green Guard / Site Supervisor).
- Prompt response (within 24 hours from the time the call is logged) will be one of the operational performance measures of the Service Provider's efficiency.
- In terms of the National Ports Act, Transnet NPA may charge a penalty fee, should the contracted company fail to abide by the set conditions. This clause will be included in the main Contract to be signed by the winning bidder.
- The landfill site disposal costs should be included as provided for in the Pricing Schedule.

E. Submit Monthly Documentation to TNPA and SAWIS:

a. Safe Disposal Certificate and Waste Manifest:

- As a minimum, the Service Provider shall provide TNPA with a Safe Disposal Certificate & Waste Manifest for every consignment so as to ensure that the landfill site used to dispose of the waste is a permitted site appropriate for the waste being disposed of (Duty of Care Principle).
- A delivery note for each load removed from the Port shall be signed for by the TNPA Environmental Officer or a designated person at the gate (Security Supervisor) and a copy left with the Security for collection by TNPA.
- No payment will be effected until a Waste Disposal Certificate and Waste Manifest are received by TNPA.

b. Monthly Reports:

- The Service Provider shall compile Monthly Reports regarding all matters pertaining to the Contract and submit these to TNPA.
- The format of the Monthly Reports shall as a minimum comply with SAWIC Requirements, the 2012 National Waste Information Regulations and agreed upon TNPA Criteria.

Note: Please take note of section 2 v (a)-(d) and (b) 2 vi (a)-(b) covering monthly documentation above.

F. Compliance with relevant statutes

- The Service Provider shall ensure that all current statutory laws , future legislation and requirements that may be passed pertaining to the storage, handling, removal, transportation and disposal of waste are/will be complied with and undertakes that the procedures for undertaking this work shall comply with all applicable Legislation, Codes of Practice, Local, Regional, Provincial, National Authorities' Requirements including but not limited to:
 - ✓ Environmental Conservation Act (1989)
 - ✓ National Environmental Management Act (1998)
 - ✓ National Environmental Management Waste Act (2008)
 - ✓ The National Road Traffic Act (1996)
 - ✓ The Hazardous Substances Act (1973)
 - ✓ The Occupational Health and Safety Act (1993)
 - ✓ Common Law
 - ✓ Nelson Mandela Bay Municipal Bylaws and
 - ✓ Any other relevant legislation
- The Service Provider shall ensure that all personnel deployed for this Contract undergo an annual medical examination prior to commencement of the Contract and thereafter, annually for the duration of the Contract.
- The Service Provider shall provide and use suitable equipment and personal protective equipment as per the Risk Assessment submitted to TNPA.

Returnable Document

- The Service Provider shall ensure that the welfare facilities for employees deployed on site are provided, and as a minimum, are compliant to health & safety legislation as well as TNPA policies and procedures.
- All tenderers must supply proof of registration or a copy of a valid license to operate as a Waste Removal Company.
- All tenders must supply a copy of a valid Waste Transporter Certificate issued by the Local Authority.
- All tenderers must supply proof of registration with the Compensation Fund (Valid Letter of Good Standing).
- All practices regarding this Contract shall comply with all relevant legislation as well as the PoPE Waste Management Plan, which is available on the TNPA Website and can be accessed via the enclosed link:

<http://www.transnetnationalportsauthority.net/OurPorts/Port%20Elizabeth/Pages/Overview.aspx>

G. **General**

- Proof of competence to handle hazardous waste is required for all the role players who will be dealing with waste from the Port.
- The successful tenderer must supply the name and location of disposal facility to be utilized, including a copy of a Permit or License of such disposal facility, prior to the commencement of Contract.
- Waste removed from the Port by the Contractor shall be disposed of at a recognised and registered landfill site only. **Note: TNPA will only use H: H Landfill Site for hazardous waste generated within the Port.**
- The Contractor shall at all times prevent pollution during the execution of this Contract.
- The Contractor shall ensure that the skips and oily waste containers on-site are leak proof, sealed and clean at all times.
- The Contractor shall ensure that the drip trays provided for oily waste containers are emptied and cleaned using biodegradable materials at regular intervals to avoid secondary pollution.
- The work shall be carried out under the supervision of TNPA and the Service Provider shall be responsible for the acts and omissions of his/her employees.
- **Note:** Waste Contractors operating / providing a waste management service within the port must be in possession of the TNPA Port of PE Waste License.

H. **Audits**

- The Contractor acknowledges and agrees that TNPA will conduct internal audits to its operations and facilities, alternatively, engage the services of a third party, inspectorate, etc, as may be deemed necessary by TNPA.
- The Contractor agrees and undertakes to grant TNPA all appropriate and relevant reports and documentation relating to the performance of the service and to co-operate so as to enable TNPA to achieve the objectives as set out in this clause, including, but not limited to:

Returnable Document

- TNPA requesting copies of all third party invoices, accounts and all other financial documents (including costing sheets) and records of the Contractor for the purpose of auditing same and satisfying itself as to the reasonableness of any amount paid or to be paid in terms hereof;
- The Contractor making available to TNPA a copy of the Contractor's quality management manual, procedure manual, or other quality control documentation, for inspection;
- The Contractor authorising access to TNPA, to inspect work-in-progress, the equipment and vehicle(s) used in the performance of the service.
- In the event of non-compliance or breach of this Agreement, then TNPA will inform the Contractor, in writing, of the non-compliance and /or breach, require the Contractor to rectify same within agreed upon timeframes. If such non-conformance is not remedied within agreed upon timeframes, then TNPA will invoke the penalty clauses that form part of the contract to be signed with a successful service provider.

I. Service Levels

- An experienced 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.
- Transnet will have reviews with the Service Provider's account representative on an on-going basis.
- Transnet reserves the right to request that any member of the Service Provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- The Service Provider guarantees that it will achieve a 100% service level on the following measures:
 - ✓ Random checks on compliance with the Scope of Work or Terms of Reference
 - ✓ On-time deliverables
- The Service Provider must provide a telephone number for customer service calls.
- Failure of the Service Provider to comply with stated Service Level Requirements will give Transnet the right to cancel the Contract in whole, without penalty to Transnet, giving 30 [thirty] days' notice to the Service Provider of its intention to do so.

Acceptance of Service Levels:

YES		NO	
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J. **SAFETY HEALTH AND ENVIRONMENTAL MANAGEMENT**

- The Contractor shall comply with all the relevant sections and regulations of the Occupational Health and Safety Act, Act No. 85 of 1993 during the contract period.
- The Service provider will be responsible for adherence to TNPA's Safety Health and Environmental Rules.
- The successful bidder will be required to submit a Safety, Health and Environmental (SHE) File for approval by TNPA Port of PE prior award. The SHE File should be in line with the scope of work and be kept up to date for the duration of the Contract.
- Please refer to Appendix 5 for Contractor Management SHE Documentation required as part of returnable documents.

K. INSURANCE:

- The Contractor shall effect at his own cost an Insurance Policy which will cover loss and /or damage to the property of Transnet National Port Authority or a third party.
- The Contractor shall within two (2) weeks of the award of the Contract submit the Policy or Policies of Insurance and the receipts for payment of the current premiums to the Contracts Manager.
- These Insurance Policies shall be maintained in force for the duration of the Contract and shall be effected with insurers and on terms approved by Transnet National Port Authority.

The Contractor will be required to certify that he does carry the following insurance cover for the full duration of the Contract:

- Contractor's property - the full value of all material, plant and equipment brought on to the site by the Contractor for the performance of his obligations in terms of the Contract.
- Public liability - the Contractor shall take out a Public Liability Insurance Policy on terms approved by Transnet National Ports Authority.

Such Policy shall:

- Be of full force and effective from the commencement date
- Not be cancelled or terminated by the Contractor without the prior written consent of Transnet NPA

The Contractor shall:

- Pay the premiums for such Insurance Policy promptly on due date
- Submit proof of payment to Transnet NPA, if requested to do so
- Not do or cause to be done, any act or omission, which shall affect the validity of such insurance policy or cause its cancellation.

L. BUDGET BREAKDOWN:

- The Respondents must submit a detailed budget breakdown for the services to be rendered as provided for in the pricing schedule.
- The quoted prices shall be valid for the duration of the contract and as such the pricing schedule caters for year 1, year 2 and year 3.

M. REFERENCES

- The Respondents are required to indicate in the table below the company names and contact details of existing customers whom Transnet may contact to seek third party evaluations of current service levels:

NAME OF COMPANY	CONTACT PERSON	TELEPHONE

N. GENERAL REQUIREMENTS:

The Respondents must submit:

- Proposals in sealed envelopes to the Transnet National Ports Authority's Port Administration, Port of Port Elizabeth, by the date stipulated on the Request for Proposals
- Extensive company profile, providing details of similar or associated work done
- Comprehensive CV of all resources to be deployed in the contract
- Black Economic Empowerment (BEE) details with regards to the contract to be concluded with the successful tenderer.
- The Responded should submit proof that they are licenced by TNPA PoPE as an approved Waste Service Provider to operate within the port.

O. ADJUDICATION PROCESS

Transnet National Ports Authority reserves the right to:

- Adjudicate proposals in terms of Transnet procurement procedures
- To approve sub-contractors or joint venture partners
- If deemed necessary, a short presentation and or interview may be required from candidates, for which adequate notice will be given
- To cancel this project at any time
- To decide to call for a second round of specific and detailed submissions should it deem appropriate
- Not accept any proposal in part or in full

P. ACCEPTANCE OF PROPOSALS

Transnet National Ports Authority does not bind itself to accept lowest cost proposal nor will it furnish any details or enter into any communication relating to the non-acceptance of any or all proposals.

Q. AGREEMENT

A formal agreement will be concluded with the successful tenderer.

R. PENALTIES

Penalties will be raised in accordance with Clause 9 of the Transnet National Port's Authority's Service Agreement, which will be concluded with the successful tenderer.

AERIAL VIEW OF TNPA PORT OF PE WASTE SITES, EXTRACTED FROM PORT OF PE WASTE MANANEAGEMENT PLAN

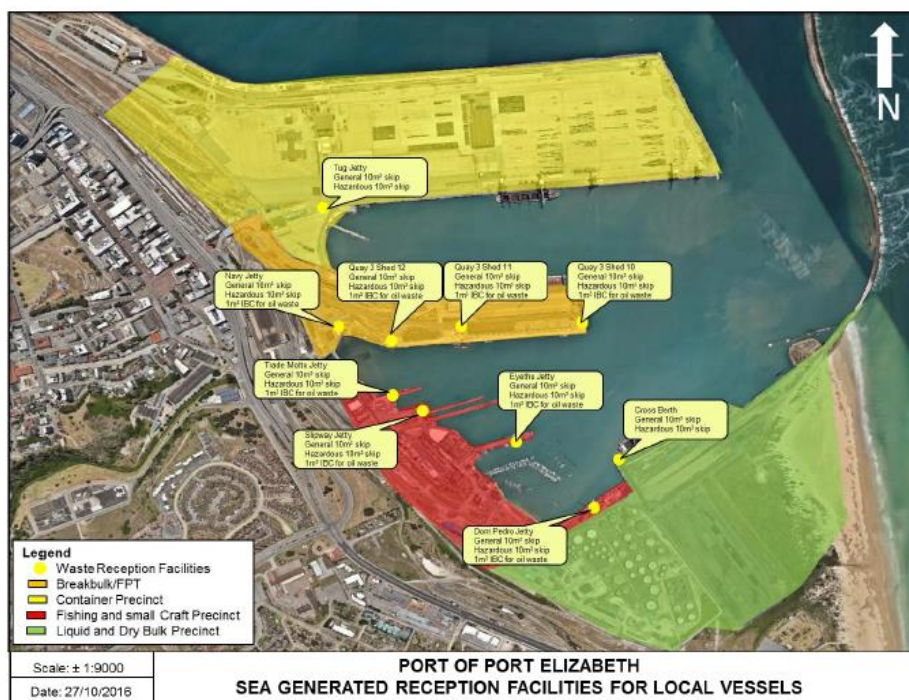


Figure 2-3: Location of Waste Reception/Transfer Facilities provided by the Environmental Department for Vessels Registered in the Port (Local)

Note: Please also refer to the Pricing Schedule for the waste sites

4 GREEN ECONOMY / CARBON FOOTPRINT

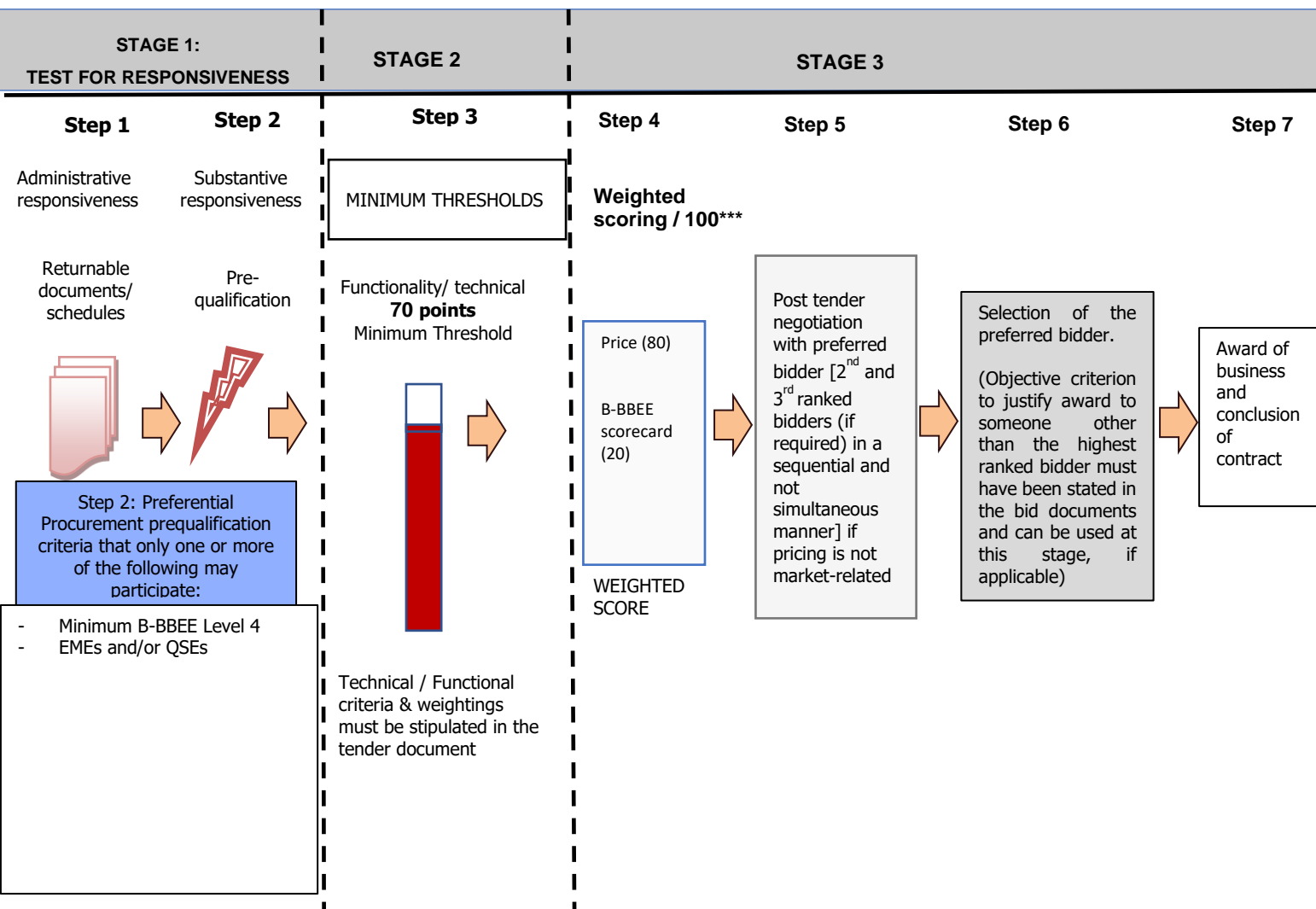
Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

5 GENERAL SUPPLIER/SERVICE PROVIDER OBLIGATIONS

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

6 EVALUATION METHODOLOGY

Transnet will utilise the following methodology and criteria in selecting a preferred 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 steps of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must not be interpreted to mean that bidders have necessarily passed any previous stage(s).

6.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
<ul style="list-style-type: none"> Whether the Bid has been lodged on time 	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time 	<i>Section 5</i>
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	<i>Section 5</i>
<ul style="list-style-type: none"> Verify if the Bid document has been duly signed by the authorised respondent 	<i>All sections</i>

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

6.2 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 and legislation qualification criteria set by Transnet, have been met 	<i>All sections including: Section 2 paragraphs, 2.2, 6, 11.2, General Bid Conditions clause 20</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 set prequalification criteria for preferential procurement have been met: <ul style="list-style-type: none"> Minimum BBBEE Level 4 only EMEs and/or QSEs may participate in this RFP 	<i>Section 2 - Paragraph 6</i>

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

6.3 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	Scoring guideline



Returnable Document

Technical Evaluation Criteria	Points Weightings	Scoring guideline
Landfill Site Documentation: <ul style="list-style-type: none"> ➤ Name/Address of the site where the waste will be disposed of ➤ Permit number and registration status of the site Note: Waste Disposal Site Authorizations must be valid and be able to accept TNPA waste ➤ Certified copy of the certificate /authorisation issued by DEA (DFFE) for a waste consolidation area at the bidder's premises ➤ Certified copy of the letter of good standing of the landfill site & consolidation area from DEA (DFFE) or DWA(DWS) ➤ Is the owner/operator of the disposal site contractually committed to accepting your waste? Please furnish a copy of the written Agreement to TNPA ➤ Has the owner/operator of the disposal site been made fully aware of the nature and quantity of waste which will be disposed of under this Contract? Please furnish a copy of the written Agreement to TNPA 	10	10 = 6 Documents (Full Compliance) 5 = 4-5 Documents (Any of the documents listed in the sub-criteria) 2 = 1-3 Documents (Any of the documents listed in the sub-criteria) 0 = No Document
Service Provider Registration: Service Provider Registration, Permits and Memberships: Provide copies of the following documentation: <ul style="list-style-type: none"> • Proof of registration with the Nelson Mandela Municipality as a Waste Transporter • Waste Management Licenses for all facilities involved in the storage, transfer, recycling, recovery, treatment or disposal of wastes as may be required in terms of Schedule 1 of the National Environment Management Waste Act (Act 59 of 2009) • Copies of registered landfill site permits where such permits have not been converted to waste management licenses • Proof of membership with an applicable Waste Management Institution. • Proof of ISO14001 Certification • Is your Company registered as an Operator as provided for in the National Road Traffic Act? Please furnish proof of Registration to TNPA as well as certification of your drivers and vehicle registration as required to ensure proper licensing to carry dangerous goods. • SAWIC/SAWIS Registration • Service Provider Letter of Good Standing 	35	35 = 8 Documents (Full Compliance) 17 = 4-7 Documents (Any of the documents listed in the sub-criteria) 9 = 1-3 Documents (Any of the documents listed in the sub-criteria) 0 = No Document
Capacity to deliver adequate services Number of resources to be made available for the contract: <ul style="list-style-type: none"> • Vehicles • Suitably Qualified Personnel • Premises • Waste Skips • Financial Resources and Systems • Any additional information 	10	10 = Detailed number of resources provided in line with the requirements of this specification (sub-criteria) 5 = 4 resources provided in line with the requirements of this specification (sub-criteria)



Technical Evaluation Criteria	Points Weightings	Scoring guideline
		<p>1 = 1-3 resources provided in line with the requirements of this specification (sub-criteria)</p> <p>0 = Zero / Inadequate number of resources provided in response to the requirements of this RFQ</p>
Relevant Employee Training <ul style="list-style-type: none"> Proof of accredited waste management services training including relevant emergency training provided to bidder's employees. CV's of human resources to be deployed as part of this contract: 	10	<p>10 = Copies of accredited waste management and emergency training certificates for all employees (1 Site Supervisor & 4 Green Guards)- submitted. 1 Site Supervisor & 4 Green Guards CV's – submitted.</p> <p>5= Only one copy of certificate provided per Green Guard or Site Supervisor (either accredited waste management training or emergency training). i.e.5 Certificates in total for 1 Site Supervisor & 4Green Guards.</p> <p>3 = Only CV's submitted for the Site Supervisor & Green Guards (5CV's Submitted)</p> <p>0 = No accredited waste management and emergency training certificates. No CV's submitted.</p>
Timeframes for Service Provision <ul style="list-style-type: none"> Number of days required from the date of notification of award of the contract to provide all the waste services on site as specified in the contract Ability to provide 24 hour service if requested to do so Turnaround/Collection time for bookings logged with Head Office 	5	<p>5 = Immediately + 24 Hour Service + Turnaround Time Specified</p> <p>3 = 14 Days + 24 Hour Service + Turnaround Time Specified</p> <p>0 = 30 Days + No Emergency Service + No Turnaround Time Specified</p>
Operations & Maintenance Manual <ul style="list-style-type: none"> Overall Waste Management Process-Flow Equipment, vehicles, skips, etc. Labour (Green Guards, Site Supervisor) Emergency Plan (vehicle breakdown, labour unrest/strikes) Management of spillages to ensure the site is free from pollutants 	5	<p>5 = Detailed Operations & Maintenance Manual provided in line with the requirements of this RFQ (All 5 items stipulated)</p> <p>3= 3-4 Items in the sub-criteria stipulated.</p> <p>1= 1-2 Items in the sub-criteria stipulated.</p> <p>0 = No / Poor Quality Operations & Maintenance Manual provided in response to the requirements of this RFQ</p>



Returnable Document

Technical Evaluation Criteria	Points Weightings	Scoring guideline
Emergency Preparedness Are you able to provide extra skips/staff members/ vehicles as and when the need arises without any breakdown to the service rendered? Extra Skips..... Extra Staff Members..... Extra Vehicles.....	10	10 = Detailed number of resources that can be made available as and when required is provided in line with the requirements of this RFQ (sub-criteria) 5 = Only two items in the sub-criteria stipulated. 0 = Zero / Inadequate number of resources that can be made available as and when required to fully comply with the requirements of this RFQ provided (sub-criteria)
Waste Management Awareness Initiatives How would you assist TNPA in increasing awareness on management of general and hazardous waste and recycling / waste minimization within the port?	5	5= 5 Initiatives 4 = 3-4 Initiatives 3= 1-2 Initiatives 0 = No Initiative
Audits Submission of a signed Commitment Statement which serves as an undertaking that the service provider agrees to be audited	5	5 = Submission of signed Audits Commitment Statement 0 = No signed Audits Commitment Statement
SHE File Submission of a signed Commitment Statement which serves as an undertaking that the service provider agrees to submit the SHE File which will be reviewed and approved by TNPA.	5	5 = Submission of a signed SHE File Commitment Statement 0 = No signed SHE File Commitment Statement
Total Weighting:	100	
Minimum qualifying score required:	70	

Respondents must complete and submit **Annexure C** – Technical Evaluation. A Respondent's compliance with the minimum functionality/technical threshold will be measured by their responses to Annexure C.

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

6.4 STEP FOUR: Evaluation and Final Weighted Scoring

a) Price Criteria [Weighted score 80 points]:

Evaluation Criteria	RFP Reference
• Commercial offer	Section 4

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

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

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.

6.5 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

6.6 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.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically

be deemed to remain valid during the negotiation period and until the ultimate award of business.

- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

6.7 STEP SIX: Award of business and conclusion of contract

- Immediately after approval to award the contract has been received, the successful bidder(s) will be informed of the acceptance of his/their Bid by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s).
- 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

PRICING SCHEDULE: GENERAL WASTE SKIPS USED ON A FULL-TIME BASIS (YEAR ONE)

ITEM	LOCATION OF BIN	APPROX NUMBER OF BINS	APPROX NUMBER OF LIFTS PER BIN PER MONTH	MONTHLY RENTAL PER BIN (EXCL VAT)		CHARGE PER LIFT (EXCL VAT)		RULING CHARGE PER BIN (EXCL VAT)		TOTAL AMOUNT EXCL VAT	
				R	C	R	C	R	C	R	C
1	Dom Pedro Jetty	1 x 10m3	4 lifts per skip								
2	Eyethu Jetty	1 x 10m3	4 lifts per skip								
3	Quay No: 3 (Sheds 10, 11 & 12)	3 x 10m3	4 lifts per skip (12 lifts in total)								
4	Tug Jetty	1 x 10m3	4 lifts per skip								
5	Navy Jetty	1 x 10m3	4 lifts per skip								
6	Slipway & Trade Motto	2 x 10m3	4 lifts per skip (8 lifts in total)								
7	Cross Berth	1 x 10m3	4 lifts per skip								
8	Civil Depot	1 x 10m3	4 lifts per skip								
9	Additional skip/s as and when required – located within the Port	1 x 10m3	4 lifts per skip								
TOTAL EXCLUDING VAT											

PRICING SCHEDULE: HAZARDOUS WASTE SKIPS AND OILY WASTE CONTAINERS USED ON A FULL-TIME BASIS (YEAR ONE)

ITEM	LOCATION OF BIN	APPROX NUMBER OF BINS	APPROX NUMBER OF LIFTS PER BIN PER MONTH	MONTHLY RENTAL PER BIN (EXCL VAT)		CHARGE PER LIFT (EXCL VAT)		RULING CHARGE PER BIN (EXCL VAT)		TOTAL AMOUNT EXCL VAT	
				R	C	R	C	R	C	R	C
1	Dom Pedro Jetty	1 x 10 m3	4 lifts per skip								
2	Eyethu Jetty	1 x 10m3	4 lifts per skip								
3	Quay No: 3 (Sheds 10, 11 & 12)	3 x 10m3	4 lifts per skip (12 lifts in total)								
4	Tug Jetty	1 x 10m3	4 lifts per skip								
5	Navy Jetty	1 x 10m3	4 lifts per skip								
6	Slipway & Trade Motto	2 x 10m3	4 lifts per skip (8 lifts in total)								
7	Cross Berth	1 x 10m3	4 lifts per skip								
8	Civil Depot	1 x 10m3	4 lifts per skip								
9	Sites 1, 2, 3, 5 & 6	8 x 1000L containers with drip trays which are compatible with TNPA's drip trays	4 lifts per oily waste container (32 lifts in total)								
10	Additional skip/s as and when required – located within the Port	1 x 10m3	4 lifts per skip								
11	Additional oily waste container/s with drip trays that are compatible with TNPA's as and when required-located within the Port	1x 1000L	4 lifts per oily waste container								
TOTAL EXCL VAT											

PRICING SCHEDULE: GENERAL WASTE SKIPS USED ON A FULL-TIME BASIS (YEAR TWO)

ITEM	LOCATION OF BIN	APPROX NUMBER OF BINS	APPROX NUMBER OF LIFTS PER BIN PER MONTH	MONTHLY RENTAL PER BIN (EXCL VAT)		CHARGE PER LIFT (EXCL VAT)		RULING CHARGE PER BIN (EXCL VAT)		TOTAL AMOUNT EXCL VAT	
				R	C	R	C	R	C	R	C
1	Dom Pedro Jetty	1 x 10m3	4 lifts per skip								
2	Eyethu Jetty	1 x 10m3	4 lifts per skip								
3	Quay No: 3 (Sheds 10, 11 & 12)	3 x 10m3	4 lifts per skip (12 lifts in total)								
4	Tug Jetty	1 x 10m3	4 lifts per skip								
5	Navy Jetty	1 x 10m3	4 lifts per skip								
6	Slipway & Trade Motto	2 x 10m3	4 lifts per skip (8 lifts in total)								
7	Cross Berth	1 x 10m3	4 lifts per skip								
8	Civil Depot	1 x 10m3	4 lifts per skip								
9	Additional skip/s as and when required – located within the Port	1 x 10m3	4 lifts per skip								
TOTAL EXCLUDING VAT											

PRICING SCHEDULE: HAZARDOUS WASTE SKIPS AND OILY WASTE CONTAINERS USED ON A FULL-TIME BASIS (YEAR TWO)

ITEM	LOCATION OF BIN	APPROX NUMBER OF BINS	APPROX NUMBER OF LIFTS PER BIN PER MONTH	MONTHLY RENTAL PER BIN (EXCL VAT)		CHARGE PER LIFT (EXCL VAT)		RULING CHARGE PER BIN (EXCL VAT)		TOTAL AMOUNT EXCL VAT	
				R	C	R	C	R	C	R	C
1	Dom Pedro Jetty	1 x 10 m3	4 lifts per skip								
2	Eyethu Jetty	1 x 10m3	4 lifts per skip								
3	Quay No: 3 (Sheds 10, 11 & 12)	3 x 10m3	4 lifts per skip (12 lifts in total)								
4	Tug Jetty	1 x 10m3	4 lifts per skip								
5	Navy Jetty	1 x 10m3	4 lifts per skip								
6	Slipway & Trade Motto	2 x 10m3	4 lifts per skip (8 lifts in total)								
7	Cross Berth	1 x 10m3	4 lifts per skip								
8	Civil Depot	1 x 10m3	4 lifts per skip								
9	Sites 1, 2, 3, 5 & 6	8 x 1000L containers with drip trays which are compatible with TNPA's drip trays	4 lifts per oily waste container (32 lifts in total)								
10	Additional skip/s as and when required – located within the Port	1 x 10m3	4 lifts per skip								
11	Additional oily waste container/s with drip trays that are compatible with TNPA's as and when required-located within the Port	1x 1000L	4 lifts per oily waste container								
TOTAL EXCL VAT											

PRICING SCHEDULE: GENERAL WASTE SKIPS USED ON A FULL-TIME BASIS (YEAR THREE)

ITEM	LOCATION OF BIN	APPROX NUMBER OF BINS	APPROX NUMBER OF LIFTS PER BIN PER MONTH	MONTHLY RENTAL PER BIN (EXCL VAT)		CHARGE PER LIFT (EXCL VAT)		RULING CHARGE PER BIN (EXCL VAT)		TOTAL AMOUNT EXCL VAT	
				R	C	R	C	R	C	R	C
1	Dom Pedro Jetty	1 x 10m3	4 lifts per skip								
2	Eyethu Jetty	1 x 10m3	4 lifts per skip								
3	Quay No: 3 (Sheds 10, 11 & 12)	3 x 10m3	4 lifts per skip (12 lifts in total)								
4	Tug Jetty	1 x 10m3	4 lifts per skip								
5	Navy Jetty	1 x 10m3	4 lifts per skip								
6	Slipway & Trade Motto	2 x 10m3	4 lifts per skip (8 lifts in total)								
7	Cross Berth	1 x 10m3	4 lifts per skip								
8	Civil Depot	1 x 10m3	4 lifts per skip								
9	Additional skip/s as and when required – located within the Port	1 x 10m3	4 lifts per skip								
TOTAL EXCLUDING VAT											

PRICING SCHEDULE: HAZARDOUS WASTE SKIPS AND OILY WASTE CONTAINERS USED ON A FULL-TIME BASIS (YEAR THREE)

ITEM	LOCATION OF BIN	APPROX NUMBER OF BINS	APPROX NUMBER OF LIFTS PER BIN PER MONTH	MONTHLY RENTAL PER BIN (EXCL VAT)		CHARGE PER LIFT (EXCL VAT)		RULING CHARGE PER BIN (EXCL VAT)		TOTAL AMOUNT EXCL VAT	
				R	C	R	C	R	C	R	C
1	Dom Pedro Jetty	1 x 10 m3	4 lifts per skip								
2	Eyethu Jetty	1 x 10m3	4 lifts per skip								
3	Quay No: 3 (Sheds 10, 11 & 12)	3 x 10m3	4 lifts per skip (12 lifts in total)								
4	Tug Jetty	1 x 10m3	4 lifts per skip								
5	Navy Jetty	1 x 10m3	4 lifts per skip								
6	Slipway & Trade Motto	2 x 10m3	4 lifts per skip (8 lifts in total)								
7	Cross Berth	1 x 10m3	4 lifts per skip								
8	Civil Depot	1 x 10m3	4 lifts per skip								
9	Sites 1, 2, 3, 5 & 6	8 x 1000L containers with drip trays which are compatible with TNPA's drip trays	4 lifts per oily waste container (32 lifts in total)								
10	Additional skip/s as and when required – located within the Port	1 x 10m3	4 lifts per skip								
11	Additional oily waste container/s with drip trays that are compatible with TNPA's as and when required-located within the Port	1x 1000L	4 lifts per oily waste container								
TOTAL EXCL VAT											

PRICING SCHEDULE: FINAL SUMMARY YEAR ONE

ITEM	DESCRIPTION	TOTAL PER MONTH EXCL VAT
1	Section: A – General Waste Skips (Total reflected in above schedule)	
2	Section: B – Hazardous Waste Skips + Oily Waste Containers (Total reflected in above schedule)	
3	Green Guards (4 Green Guards @ 8 hours per day @ 5 days per week @ 4 weeks per month = monthly rate)	
4	Site Supervisor (1 Site Supervisor @ 4 hours per day @ 5 days per week @ 4 weeks per month – monthly rate)	
GRAND TOTAL PER MONTH EXCL VAT		
ITEM	DESCRIPTION	TOTAL COST FOR YEAR ONE EXCL VAT
5.	SHE File	
YEAR ONE GRAND TOTAL FOR ITEMS 1-5		

PRICING SCHEDULE: FINAL SUMMARY YEAR TWO

ITEM	DESCRIPTION	TOTAL PER MONTH EXCL VAT
1	Section: A – General Waste Skips (Total reflected in above schedule)	
2	Section: B – Hazardous Waste Skips + Oily Waste Containers (Total reflected in above schedule)	
3	Green Guards (4 Green Guards @ 8 hours per day @ 5 days per week @ 4 weeks per month = monthly rate)	
4	Site Supervisor (1 Site Supervisor @ 4 hours per day @ 5 days per week @ 4 weeks per month – monthly rate)	
GRAND TOTAL PER MONTH EXCL VAT		
ITEM	DESCRIPTION	TOTAL COST FOR YEAR TWO EXCL VAT
5.	SHE File	
YEAR TWO GRAND TOTAL FOR ITEMS 1-5		

PRICING SCHEDULE: FINAL SUMMARY YEAR THREE

ITEM	DESCRIPTION	TOTAL PER MONTH EXCL VAT
1	Section: A – General Waste Skips (Total reflected in above schedule)	
2	Section: B – Hazardous Waste Skips + Oily Waste Containers (Total reflected in above schedule)	
3	Green Guards (4 Green Guards @ 8 hours per day @ 5 days per week @ 4 weeks per month = monthly rate)	
4	Site Supervisor (1 Site Supervisor @ 4 hours per day @ 5 days per week @ 4 weeks per month – monthly rate)	
GRAND TOTAL PER MONTH EXCL VAT		
ITEM	DESCRIPTION	TOTAL COST FOR YEAR THREE EXCL VAT
5.	SHE File	
YEAR THREE GRAND TOTAL FOR ITEMS 1-5		

PRICING SCHEDULE: FINAL SUMMARY (CONTRACT VALUE)

	<u>Description</u>	<u>Costing</u>
1	Year One Grand Total for Items 1 -5	
2	Year Two Grand Total for Items 1 -5	
3	Year Three Grand Total for Items 1 -5	
	Subtotal	
	Add: 15% VAT	
	Total Fixed Contract Value	

ADDITIONAL PRICING REQUIRED FOR AS AND WHEN INCIDENTS OCCUR (YEAR ONE)

ITEM	DESCRIPTION	RATE PER 8 HOUR SHIFT
1	Green Guards (After Hours – Mon to Fri)	
2	Green Guards (Public Holidays)	
3	Green Guards (Saturday after 13h00)	
4	Green Guards (Sundays)	
ITEM	DESCRIPTION	RATE PER 4 HOUR SHIFT
1	Site Supervisor (After Hours – Mon to Fri)	
2	Site Supervisor (Public Holidays)	
3	Site Supervisor (Saturday after 13h00)	
4	Site Supervisor (Sundays)	

Notes to Pricing:

- i. Prices must be quoted in South African Rand, exclusive of VAT
- ii. Prices quoted must be held valid for a period of 90 days from closing date of this RFP

Respondents are required to submit their 3-year audited financial statements with their Proposal in order to enable Transnet to establish financial stability

ADDITIONAL PRICING REQUIRED FOR AS AND WHEN INCIDENTS OCCUR (YEAR TWO)

ITEM	DESCRIPTION	RATE PER 8 HOUR SHIFT
1	Green Guards (After Hours – Mon to Fri)	
2	Green Guards (Public Holidays)	
3	Green Guards (Saturday after 13h00)	
4	Green Guards (Sundays)	
ITEM	DESCRIPTION	RATE PER 4 HOUR SHIFT
1	Site Supervisor (After Hours – Mon to Fri)	
2	Site Supervisor (Public Holidays)	
3	Site Supervisor (Saturday after 13h00)	
4	Site Supervisor (Sundays)	

Notes to Pricing:

- i. Prices must be quoted in South African Rand, exclusive of VAT
- ii. Prices quoted must be held valid for a period of 90 days from closing date of this RFP

Respondents are required to submit their 3-year audited financial statements with their Proposal in order to enable Transnet to establish financial stability

ADDITIONAL PRICING REQUIRED FOR AS AND WHEN INCIDENTS OCCUR (YEAR THREE)

ITEM	DESCRIPTION	RATE PER 8 HOUR SHIFT
1	Green Guards (After Hours – Mon to Fri)	
2	Green Guards (Public Holidays)	
3	Green Guards (Saturday after 13h00)	
4	Green Guards (Sundays)	
ITEM	DESCRIPTION	RATE PER 4 HOUR SHIFT
1	Site Supervisor (After Hours – Mon to Fri)	
2	Site Supervisor (Public Holidays)	
3	Site Supervisor (Saturday after 13h00)	
4	Site Supervisor (Sundays)	

Notes to Pricing:

- i. Prices must be quoted in South African Rand, exclusive of VAT
- ii. Prices quoted must be held valid for a period of 90 days from closing date of this RFP

Respondents are required to submit their 3-year audited financial statements with their Proposal in order to enable Transnet to establish financial stability

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

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) Quantities given are estimates only. Any orders resulting from this RFP will be on an "as and when required" basis.
- f) Prices are to be quoted on a delivered basis to Port of Port Elizabeth.
- g) 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.
- h) Manufacturing and delivery lead time calculated from date of receipt of purchase order: _____ weeks.
- i) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 2, clause 1]

YES	
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1. DISCLOSURE OF CONTRACT INFORMATION

PRICES TENDERED

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices 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. RETURN OF SURPLUS GOODS

RESPONDENTS ARE REQUIRED TO INDICATE WHETHER THEY HAVE A RETURN POLICY IN PLACE (IF SO ATTACH A COPY):

YES		NO	
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Respondents are required to indicate a reasonable timeframe during which Transnet may return any surplus goods:

4. MANUFACTURERS

THE RESPONDENTS MUST STATE HEREUNDER THE ACTUAL MANUFACTURER(S) OF THE GOODS TENDERED FOR:

4.1 Local Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

4.2 Foreign Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

5. INSPECTION DETAILS

THE RESPONDENTS MUST STATE THE ACTUAL NAME(S) AND ADDRESS/ADDRESSES OF THE SUPPLIERS OF THE GOODS FOR INSPECTION PURPOSES ONLY:

5.1 Local Manufacturer(s)

RFP ITEM NO.	NAME	BUSINESS ADDRESS

5.2 Foreign Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

6. SERVICE LEVELS

- 6.1 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.
- 6.2 Transnet will have quarterly reviews with the Supplier/Service provider's account representative on an on-going basis.
- 6.3 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.

6.4 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 delivery

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

6.5 The Supplier/Service provider must provide a telephone number for customer service calls.

6.6 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	
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7. 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:

7.1 Quality and specification of Goods/Services delivered:

7.2 Continuity of supply:

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

Returnable Document

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, this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of award [the **Letter of Award**], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence]

Returnable Document

together with Transnet's Letter of Award, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply/provision of Goods/Services within 4 [four] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

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

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

ADDRESS FOR NOTICES

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

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

Name of Entity:

Facsimile:

Address:

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Supplier/Service provider**] will be informed of the acceptance of its Proposal. 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 **90 Business Days** [from closing date] against this RFP, excluding the first day and including the last day.

Returnable Document

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.

Returnable Document

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	
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]
Landfill Site Documentation	
Service Provider Registration	
Capacity to deliver adequate services	
Relevant Employee Training	
Timeframes for Service Provision	
Operations & Maintenance Manual	
Emergency Preparedness	
Waste Management Awareness Initiatives	
Audits	
SHE File	

Returnable Document

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]
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 9: B-BBEE Preference Claim Form	
SECTION 10 : Certificate of attendance of compulsory RFP Briefing	N/A
SECTION 11: Protection of Personal Information	
Annexure A – SBD 4 Form	
3 Year Audited Financial Statements	

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	Master Agreement
3	Transnet's Supplier Integrity Pact
4	Non-disclosure Agreement
5	Specifications and drawings attached to this RFP

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

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

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

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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: _____

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

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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.

BIDDER'S DISCLOSURE (SBD4)

12 PURPOSE OF THE FORM

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

12.2 Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

13 Bidder's declaration

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

YES/NO

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

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

Full Name	Identity Number	Name of State institution

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

YES/NO

13.2.1. If so, furnish particulars:

.....

13.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

13.3.1. If so, furnish particulars:

.....

14 DECLARATION

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

14.1 I have read and I understand the contents of this disclosure;

14.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

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- 14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 14.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 14.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

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BREACH OF LAW

We further hereby certify that *I/we* (the bidding entity and/or any of its directors, members or partners) ***have/have not been*** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required 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

SECTION 8: RFP CLARIFICATION REQUEST FORM

RFP No: TNPA 2022/07/0615/6826/RFP

RFP deadline for questions / RFP Clarifications: Before 12:00 pm on 22 July 2022

TO: TNPA

ATTENTION: Bhatiani Widzani

EMAIL Bhatiani.Widzani@transnet.net

DATE: _____

FROM: _____

RFP Clarification No [to be inserted by Transnet]

REQUEST FOR RFP CLARIFICATION

[illegible]

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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 Either the 80/20 preference point system will apply. Preference points for this bid shall be awarded for:

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

1.3 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

1.4 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.

1.5 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 EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (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

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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 .]
EME³	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

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.

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- 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	
-----	--	----	--

- 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

.....

.....

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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
(IF APPLICABLE)

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*
attended the RFP briefing in respect of the proposed Goods/Services to be rendered in terms of this RFP
on 08 July 2022 @ 10h00

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.

SECTION 11: PROTECTION OF PERSONAL INFORMATION

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

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is “Transnet” and the Data subject is the “Respondent”. Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFP, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFP (physically, through a computer or any other form of electronic communication).

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9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

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

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFP is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: _____

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

SECTION 12 CONTRACTOR MANAGEMENT SHE DOCUMENTATION
(TO BE SUBMITTED ON AWARD – IF APPLICABLE)

Project Manager: Project name: Client: Contractor Details:	<div style="border: 1px solid black; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 20px; margin-bottom: 2px;"></div> <div style="border: 1px solid black; height: 20px; margin-bottom: 2px; text-align: center;">TNPA</div> <div style="border: 1px solid black; height: 20px;"></div>
---	---

No.	items	Approved	Not Approved
1	Principal Contractors Organogram		
2	Letter Of Good Standing With Compensation Fund		
3	Notification Letter Of Construction Work ~ Department Of Labour (If Applicable)		
4	Appointments		
5	Induction: Employees And Visitors: Staff Medical Certificates		
6	Principal Contractor's SHEQ Policy		
7	Health & Safety Plan, Integrated Legal Register, Client Specification.		
8	Fall Protection Plan (If Applicable)		
9	Risk Assessments: Method Statements: Safe Operating Procedures		
10	Incidents / Accidents Register And Investigation Reports		
11	Emergency Contact Telephone Numbers		
12	Business Continuity Plan Including Emergency Plan		
13	Documented Proof Of Daily Toolbox Safety Talks/ DSTI		
14	Inspections Checklist		
15	All Registers		
16	Welfare Facilities		
17	Electrical Compliance		
18	Mandatarly Agreement		
19	Communication Plan		
20	Training Records and Competency Certificates		
21	General		

CONTRACTOR'S COMPLIANCE FILE REVIEW			
Date	Print Full Name	Designation	Signature

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Status			
Approved			
Not Approved			
Reasons for not approving			

Abbreviations

- | | |
|----------|--|
| 1. SHE: | Safety, Health and Environment. |
| 2. OEMP: | Operational Environmental Management Plan. |
| 3. EMP: | Environmental Management Plan. |
| 4. OHS: | Occupational Health and Safety. |

Note:

1. The contractor may only commence with work on site after all the above requirements have been met and employees have attended induction.
2. This form as well as all the documentation received by the SHE Department from the contractor must be kept on the Contract SHE file.

SECTION 13 SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT

**WRITTEN AGREEMENT ON
OCCUPATIONAL HEALTH AND SAFETY**

**In accordance with the provision of Section 37(2)
of the Occupational Health and Safety Act 85 of 1993**

AS ENTERED INTO BY AND BETWEEN

**TRANSNET NATIONAL PORTS AUTHORITY
A DIVISION OF
TRANSNET SOC LIMITED
REGISTRATION NUMBER 1990/000900/30**

**_____
(hereinafter referred to as "the Employer")**

AND

**_____
(hereinafter referred to as "the Mandatory")**

Compensation Fund Number: _____

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- 17. NO NUISANCE**
- 18. INTOXICATION NOT ALLOWED**
- 19. PERSONAL PROTECTIVE EQUIPMENT**
- 20. PLANT, MACHINERY AND EQUIPMENT**

Returnable Document

21. NO USAGE OF EMPLOYER'S EQUIPMENT

22. TRANSPORT

23. CLARIFICATION

24. DURATION OF AGREEMENT

25. HEADINGS

1. REPORTING

- 1.1 The Mandatory and/or his designated person appointed in terms of Section 16(2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act") shall report to the Risk Manager and/or a Project Manager and/or a representative designated by the Employer prior to commencing the work at the premises.

2. WARRANTY OF COMPLIANCE

- 2.1 In terms of this agreement the Mandatory warrants that he agrees to the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.
- 2.2 The Mandatory further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.
- 2.3 The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and/or his nominated Chief Executive Officer.

3. APPOINTMENTS AND TRAINING

- 3.1 The Mandatory shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work is to be performed under his responsibility. Copies of any appointments made by the Mandatory shall immediately be provided to the Employer.
- 3.2 The Mandatory shall further ensure that all his employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the premises. Without derogating from the foregoing, the Mandatory shall, in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 3.3 Notwithstanding the provisions of the above, the Mandatory shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

4. SUPERVISION, DISCIPLINE AND REPORTING

- 4.1 The Mandatory shall ensure that all work performed on the Employer's premises are done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee with any health and safety matters.
- 4.2 The Mandatory shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of the same and that he in turn immediately reports these to the Employer and/or his representative.

5. ACCESS TO THE OHS ACT

- 5.1 The Mandatory shall ensure that he has an updated copy of the OHS Act on site at all times and that this is accessible to his appointed responsible persons and employees, save that the parties may make arrangements for the Mandatory and his appointed responsible persons and employees to have access to the Employer's updated copy/copies of the Act.

6. COOPERATION

- 6.1 The Mandatory and/or his responsible persons and employees shall provide full co-operation and information if and when the Employer or his representative inquiries into occupational health and safety issues concerning the Mandatory. It is hereby recorded that the Employer and his representative shall at all times be entitled to make such inquiry.
- 6.2 Without derogating from the generality of the above, the Mandatory and his responsible persons shall make available to the Employer and his representative, on request, all and any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment.

7. WORK PROCEDURES

- 7.1 The Mandatory shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment. The Mandatory shall then ensure that his responsible persons and employees are familiar with such mitigation measures.
- 7.2 The Mandatory shall implement any other safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made conversant with and adhere to such safe work practices.
- 7.3 The Mandatory shall ensure that work for which a permit is required by the Employer is not performed by his employees prior to the obtaining of such a permit.

8. HEALTH AND SAFETY MEETINGS

- 8.1 If required in terms of the OHS Act, the Mandatory shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, hold health and safety representatives to attend the Employer's health and safety committee meetings.

9. COMPENSATION REGISTRATION

- 9.1 The Mandatory shall ensure that he has a valid proof of registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged. The Mandatory shall further ensure that the cover remain in force while any such employee is present on the premises.

10. MEDICAL EXAMINATIONS

- 10.1 The Mandatory shall ensure that all his employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

11. INCIDENT REPORTING AND INVESTIGATION

- 11.1 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatory to the Department of Labour and to the Employer. The Employer shall further be provided with copies of any written documentation relating to any incident.
- 11.2 The Employer retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.

12.SUBCONTRACTORS

- 12.1 The Mandatory shall notify the Employer of any subcontractor he may wish to perform work on his behalf on the Employer's premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:
- 12.1.1 The Mandatory shall ensure that training as discussed under appointments and training, is provided prior to the subcontractor commencing work on the Employer's premises.
 - 12.1.2 The Mandatory shall ensure that work performed by the subcontractor is done under his strict supervision, discipline and reporting.
 - 12.1.3 The Mandatory shall inform the Employer of any health and safety hazards and/or issue that the subcontractor may have brought to this attention.
 - 12.1.4 The Mandatory shall inform the Employer of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on the Employer's premises.

13. SECURITY AND ACCESS

- 13.1 The Mandatory and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer. The Mandatory shall ensure that employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work from entering the premises.
- 13.2 The Mandatory and his employees shall not enter any area of the premises that is not directly associated with their work.
- 13.3 The Mandatory shall ensure that all materials, machinery or equipment brought by him onto the premises are recorded at the main gate(s) and/or checkpoint(s). Failure to do this may result in a refusal by the Employer to allow the materials, machinery or equipment to be removed from the premises.

14.FIRE PRECAUTIONS AND FACILITIES

- 14.1 The Mandatory shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.
- 14.2 The Mandatory shall further ensure that all his employees are familiar with fire precautions at the premises, which included fire-alarm signals and emergency exits, and that such precautions are adhered to.

15.ABLUTION FACILITIES

- 15.1 The Mandatory shall ensure that an adequate supply of ablution facilities are provided for his employees performing work on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.

16.HYGIENE AND CLEANLINESS

- 16.1 The Mandatory shall ensure that the work site and surround area is at all times maintained to the reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

17.NO NUISANCE

- 17.1 The Mandatory shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer and/or his surroundings.
- 17.2 The Mandatory shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, another Mandatory or any tenants. Where such situations are unavoidable, the Mandatory shall give prior notice to the Employer.

18.INTOXICATION NOT ALLOWED

- 18.1 No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

19.PERSONAL PROTECTIVE EQUIPMENT

- 19.1 The Mandatory shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatory shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

20.PLANT, MACHINERY AND EQUIPMENT

- 20.1 The Mandatory shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilize on the Employer's premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.
- 20.2 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatory hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

21.NO USAGE OF THE EMPLOYER'S EQUIPMENT

- 21.1 The Mandatory hereby acknowledge that his employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Employer has been obtained, in which case the Mandatory shall ensure that only those persons authorized to make use of same, have access thereto.

22.TRANSPORT

- 22.1 The Mandatory shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the premises at all times.
- 22.2 In the event that any hazardous substances are to be transported on the premises, the Mandatory shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

23.CLARIFICATION

- 23.1 In the event that the Mandatory requires clarification of any of the terms or provisions of this agreement, he should contact the Risk Manager of the Employer.

24.DURATION OF AGREEMENT

- 24.1 This agreement shall remain in force for the duration of the work to be performed by the Mandatory and/or while any of the Mandatory's employees are present on the Employer's premises.

25.HEADINGS

The headings as contained in this agreement are for reference purposes only and shall not be construed as having any interpretative value in themselves or as giving any indication as to the meaning of the contents of the paragraphs contained in this agreement.

Thus done and signed at _____ on the _____ day of _____ 20_____

For and on behalf of the Employer (TNPA)

For and on behalf of the Mandatory (Supplier/Service Provider)

Witnesses:

1. _____

2. _____

SECTION 13

MASTER AGREEMENT

entered into by and between

TRANSNET SOC LTD

trading through its operating division, **TRANSNET NATIONAL PORTS AUTHORITY**

[Registration No. 1990/000900/30]

[hereinafter referred to as **TNPA**]

and

.....

Registration No.

[hereinafter referred to as **Service Provider**]

FOR THE PROVISION OF SERVICES:

SHEQ DEPARTMENT – GENERAL AND HAZARDOUS WASTE MANAGEMENT SERVICES

WITHIN THE PORT OF PORT ELIZABETH FOR 36 MONTHS

Agreement Number **TNPA 2022/07/0615/6826/RFP**

Commencement Date _____

Expiry Date _____

Contract Value **R**_____

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1. INTRODUCTION

This Agreement is entered into by and between:

Transnet SOC Ltd [Registration Number 1990/000900/30] whose registered address is **30 Wellington Road, Parktown Johannesburg 2193**, Republic of South Africa [**Transnet**]

and

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

NOW THEREFORE, IT IS AGREED:

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

2. DEFINITIONS

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

- 2.1 **AFSA** means the Arbitration Foundation of South Africa;
- 2.2. **Agreement** means this Agreement and its associated schedules and/or annexures and/or appendices, and/or schedules, including the Schedule of Requirements/Work Orders, the technical specifications for the Goods/Services and such special conditions as shall apply to this Agreement, together with the General Tender Conditions and any additional provisions in the associated bid documents tendered by the Service Provider [as agreed, in writing, between the Parties], which collectively and exclusively govern the supply of Goods and provision of ancillary Services by the Service Provider to Transnet;
- 2.3 **Background Intellectual Property** means all Intellectual Property introduced and required by either Party to give effect to their obligations under this Agreement owned in whole or in part by or licensed to either Party or their affiliates prior to the Commencement Date or developed after the Commencement Date otherwise pursuant to this Agreement;
- 2.4 **Business Day(s)** means Mondays to Fridays between 07:30 and 16:00, excluding public holidays as proclaimed in South Africa;
- 2.5 **Commencement Date** means, notwithstanding the signature date of this Agreement;
- 2.6 **Confidential Information** means any information or other data, whether in written, oral,

graphic or in any other form such as in documents, papers, memoranda, correspondence, notebooks, reports, drawings, diagrams, discs, articles, samples, test results, prototypes, designs, plans, formulae, patents, or inventor's certificates, which a Party discloses or provides to the other Party [intentionally or unintentionally, or as a result of one Party permitting the representative of the other Party to visit any of its premises], or which otherwise becomes known to a Party, and which is not in the public domain and includes, without limiting the generality of the term:

- information relating to methods of operation, data and plans of the disclosing Party;
- the contents of this Agreement;
- private and personal details of employees or clients of the disclosing Party or any other person where an onus rests on the disclosing Party to maintain the confidentiality of such information;
- any information disclosed by either Party and which is clearly marked as being confidential or secret;
- information relating to the strategic objectives and planning of the disclosing Party relating to its existing and planned future business activities;
- information relating to the past, present and future research and development of the disclosing Party;
- information relating to the business activities, business relationships, products, services, customers, clients and Subcontractors of the disclosing Party where an onus rests on the disclosing Party to maintain the confidentiality of such information;
- information contained in the software and associated material and documentation belonging to the disclosing Party;
- technical and scientific information, Know-How and trade secrets of a disclosing Party including inventions, applications and processes;
- Copyright works;
- commercial, financial and marketing information;
- data concerning architecture, demonstrations, tools and techniques, processes, machinery and equipment of the disclosing Party;
- plans, designs, concepts, drawings, functional and technical requirements and specifications of the disclosing Party;
- information concerning faults or defects in Goods, equipment, hardware or software or the incidence of such faults or defects; and
- information concerning the charges, fees and/or costs of the disclosing Party or its authorised Subcontractors, or their methods, practices or service performance levels actually achieved;

2.7 Copyright means the right in expressions, procedures, methods of operations or mathematical concepts, computer program codes, compilations of data or other material, literary works, musical works, artistic works, sound recordings, broadcasts, program carrying signals, published editions, photographic works, or cinematographic works of the copyright owner to do or to authorise the doing of certain acts specified in respect of the different categories of works;

2.8 Data means all data, databases, documents, information, graphics, text or other material in an

electronic or tangible medium which the Parties to this Agreement generate, collect, process, store or transmit in relation to their business;

- 2.9 **Designs** mean registered Designs and/or Design applications and will include the monopoly right granted for the protection of an independently created industrial design including designs dictated essentially by technical or functional considerations as well as topographies of integrated circuits and integrated circuits;
- 2.10 **Expiry Date** means [REDACTED];
- 2.11 **Foreground Intellectual Property** means all Intellectual Property developed by either Party pursuant to this Agreement;
- 2.12 **Goods** means handheld thermal camera's, the material / products specified in the Schedule of Requirements appended as Schedule 1 hereto;
- 2.13 **ICC Incoterms** means the the latest version of commercial trade terms as published by the International Chamber of Commerce, Paris [ICC], which are otherwise referred to as purchase terms and which define precisely the responsibilities, costs and risks of the buyer [**Transnet**] and the seller [**the Supplier**]. Incoterms are only applicable to contracts involving the import or export of Goods from one country to another and for the purpose of this Agreement, if applicable, shall mean the designated Incoterm as stipulated in Schedule 1 hereto. Further details of the Incoterm [purchase terms] for this Agreement, if applicable, can be viewed at the International Business Training website - <http://www.i-b-t.net/incoterms.html>;
- 2.14 **Intellectual Property** means Patents, Designs, Know-How, Copyright and Trade Marks includes all future additions and improvements to the Intellectual Property;
- 2.16 **Know-How** means all Confidential Information of whatever nature relating to the Intellectual Property and its exploitation as well as all other Confidential Information generally relating to Transnet's field of technology, including technical information, processing or manufacturing techniques, Designs, specifications, formulae, systems, processes, information concerning materials and marketing and business information in general;
- 2.17 **Parties** mean the Parties to this Agreement together with their subsidiaries, divisions, business units, successors-in-title and assigns;
- 2.18 **Party** means either one of these Parties;
- 2.19 **Patents** mean registered Patents and Patent applications, once the latter have proceeded to grant, and includes a right granted for any inventions, products or processes in all fields of technology;
- 2.20 **Permitted Purpose** means any activity or process to be undertaken or supervised by a Staff member of one Party during the term of this Agreement, for which purpose authorised disclosure of the other Party's Confidential Information or Intellectual Property is a prerequisite in order to enable such activity or process to be accomplished;
- 2.21 **Price(s)** means the agreed Price(s) for the Goods/Services to be purchased from the Supplier/Service Provider by Transnet, as detailed in the Schedule of Requirements, issued in

- accordance with this Agreement, as amended by mutual agreement between the Parties and in accordance with the terms and conditions in this Agreement from time to time;
- 2.22 **Purchase Order(s)** means official orders issued by an operating division of Transnet to the Supplier/Service Provider for the supply of Goods or Services;
- 2.23 **Service Level Agreement** or **SLA** means the processes, deliverables, key performance indicators and performance standards relating to the Goods to be provided by the Service Provider;
- 2.24 **Staff** means any partner, employee, agent, consultant, independent associate or contractor, Subcontractor and the staff of such Subcontractor, or other authorised representative of either Party;
- 2.25 **Schedule of Requirements** means Schedule 1 hereto;
- 2.26 **Subcontract** means any contract or agreement or proposed contract or agreement between the Supplier/Service Provider and any third party whereby that third party agrees to provide to the Supplier the Goods or related Services or any part thereof or material used in the manufacture of the Goods or any part thereof;
- 2.27 **Subcontractor** means the third party with whom the Supplier/Service Provider enters into a Subcontract;
- 2.28 **Tax Invoice** means the document as required by Section 20 of the VAT Act, as may be amended from time to time;
- 2.29 **Trade Marks** mean registered Trade Marks and Trade Mark applications and include any sign or logo, or combination of signs and/or logos capable of distinguishing the goods or services of one undertaking from those of another undertaking;
- 2.30 **VAT** means Value-Added Tax chargeable in terms of the VAT Act, 89 of 1991, as may be amended from time to time; and **VAT Act** means the Value Added Tax Act, No 89 of 1991, as may be amended from time to time.

3 INTERPRETATION

- 3.1 Clause headings in this Agreement are included for ease of reference only and do not form part of this Agreement for the purposes of interpretation or for any other purpose. No provision shall be construed against or interpreted to the disadvantage of either Party hereto by reason of such Party having or being deemed to have structured or drafted such provision.
- 3.2 Any term, word or phrase used in this Agreement, other than those defined under the clause heading "*Definitions*" shall be given its plain English meaning, and those terms, words, acronyms, and phrases used in this Agreement will be interpreted in accordance with the generally accepted meanings accorded thereto.
- 3.3 A reference to the singular incorporates a reference to the plural and *vice versa*.
- 3.4 A reference to natural persons incorporates a reference to legal persons and *vice versa*.
- 3.5 A reference to a particular gender incorporates a reference to the other gender.

4 NATURE AND SCOPE

- 4.1 This Agreement is an agreement under the terms and conditions of which the Supplier/Service Provider will arrange for the supply/provision to Transnet of the Goods/Services which meet the requirements and specifications of Transnet, the delivery of which is controlled by means of Purchase Orders to be issued by Transnet and executed by the Supplier/Service Provider in accordance with this Agreement.
- 4.2 Such Purchase Orders and deliveries to Transnet shall be agreed between the Parties from time to time, subject to the terms of the Schedule of Requirements/Work Order.
- 4.3 Each properly executed Purchase Order forms an inseparable part of this Agreement as if it were fully incorporated into the body of this Agreement.
- 4.4 During the period of this Agreement, both Parties can make written suggestions for amendments to the Schedule of Requirements/Work Orders in accordance with procedures set out in clause *[Amendment and Change Control]*. A Party will advise the other Party within 14 [fourteen] Business Days, or such other period as mutually agreed, whether the amendment is acceptable.
- 4.5 Insofar as any term, provision or condition in the Schedule of Requirements/Work Order conflicts with a like term, provision or condition in this Agreement and/or a Purchase Order, the term or provision or condition in this Master Agreement shall prevail, unless such term or provision or condition in this Master Agreement has been specifically revoked or amended by mutual written agreement between the Parties.
- 4.6 Time will be of the essence and the Supplier/Service Provider will perform its obligations under this Agreement in accordance with the timeframe(s) [if any] set out in the relevant schedule, save that the Supplier/Service Provider will not be liable under this clause if it is unable to meet such obligation within the time required as a direct result of any act or omission by Transnet and it has used its best endeavours to advise Transnet of such act or omission. In the event of such delay, any time deadlines detailed in the relevant schedule shall be extended by a period equal to the period of that delay.

5 AUTHORITY OF PARTIES

- 5.1 Nothing in this Agreement will constitute or be deemed to constitute a partnership between the Parties, or constitute or be deemed to constitute the Parties as agents or employees of one another for any purpose or in any form whatsoever.
- 5.2 Neither Party shall be entitled to, or have the power or authority to:
 - enter into an agreement in the name of the other; or
 - give any warranty, representation or undertaking on the other's behalf; or
 - create any liability against the other or bind the other's credit in any way or for any purpose whatsoever.

6 DURATION/TERM AND CANCELLATION

- 6.1 Notwithstanding the date of signature hereof, the Commencement Date if this Agreement is and the duration shall be for a [.....] year period, expiring on, unless:
 - this Agreement is terminated by either Party in accordance with the provisions incorporated herein or in any schedules or annexures appended hereto, or otherwise in accordance with law or equity; or

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

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

7 RISK MANAGEMENT

- 7.1 Where Transnet determines appropriate, within 2 weeks from the date of contract signature, the Parties are to meet to prepare and maintain a contract Risk Register. The Risk Register shall include a description of the risks and a description of the actions which are to be taken to avoid or reduce these risks which both Parties shall jointly determine.
- 7.2 Contract progress meetings shall be held monthly, or unless otherwise agreed between the Parties in writing. The purposes of these progress meetings shall be to capture the number of late deliverables against agreed milestones, actual costs against payment plans, performance issues or concerns, contract requirements not achieved, the status of previous corrective actions and risk management. Minutes of meetings shall be maintained and signed off between the Parties throughout the contract period

8 TRANSNET'S OBLIGATIONS

- 8.1 Transnet undertakes to promptly comply with any reasonable request by the Service Provider for information, including information concerning Transnet's operations and activities, that relates to the Goods/Services as may be necessary for the Service Provider to provide the Goods/Services, but for no other purpose. However, Transnet's compliance with any request for information is subject to any internal security rules and requirements and subject to the observance by the Service Provider of its confidentiality obligations under this Agreement.
- 8.2 The Service Provider shall give Transnet reasonable notice of any information it requires.
- 8.3 Transnet agrees to provide the Service Provider or its Personnel such access to and use of its facilities as is necessary to allow the Service Provider to perform its obligations under this Agreement.

9 GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

- 9.1 The Service Provider shall:
- respond promptly to all complaints and enquiries from Transnet;
 - inform Transnet immediately of any dispute or complaint arising in relation to the storage or delivery of the Goods;
 - conduct its business in a professional manner which will reflect positively upon the Supplier/Service Provider and the Service Provider's products/services;
 - keep full records clearly indicating all transactions concluded by the Service Provider relating to the delivery of the Goods/Services and keep such records for at least 5 [five] years from the date of each such transaction;

- obtain, and at all times maintain in full force and effect, any and all licences, permits and the like required under applicable laws for the provision of the Goods/Services and ancillary Services and the conduct of the business and activities of the Supplier/Service Provider;
- observe and ensure compliance with all requirements and obligations as set out in the labour and related legislation of South Africa, including the Occupational Health and Safety Act, 85 of 1993, as may be amended from time to time;
- observe and ensure compliance with all requirements and objectives of the Transnet Supplier Integrity Pact as agreed to in response to the RFP. The general purpose of the Supplier Integrity Pact is to agree to avoid all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of the procurement event leading to this Agreement and this Agreement itself;
- comply with all applicable environmental legislation and regulations, demonstrate sound environmental performance and have an environmental management policy which ensures that its products, including the Goods/Services or ancillary Services are procured, produced, packaged, delivered and are capable of being used and ultimately disposed of in a way that is environmentally appropriate; and
- ensure the validity of all renewable certifications, including but not limited to its B-BBEE Verification Certificate, throughout the entire term of this Agreement. Should the Supplier/Service Provider fail to present Transnet with such renewals as they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the Agreement, to terminate this Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Supplier/Service Provider.

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

- render the supply of the Goods/Services and ancillary Services (if applicable) and perform all its duties with honesty and integrity;
- communicate openly and honestly with Transnet regarding the supply and performance of the Goods/Services and demonstrate a commitment to effecting the supply and performing ancillary Services timeously, efficiently and at least to the required standards;
- endeavour to provide the highest possible standards of service and workmanship, with a reasonable degree of care and diligence;
- use its best endeavours and make every diligent effort to meet agreed deadlines;
- treat its own Staff, as well as all Transnet's Staff, with fairness and courtesy and respect for their human rights;
- practice and promote its own internal policies aimed at prohibiting and preventing unfair discrimination;
- treat all enquiries from Transnet in connection with the supply of the Goods/Services and/or ancillary Services with courtesy and respond to all enquiries promptly and efficiently. Where the Supplier/Service Provider is unable to comply with the provisions of this clause, the Supplier/Service Provider will advise Transnet of the delay and the reasons therefor and will keep Transnet informed of progress made regarding the enquiry;

- when requested by Transnet, provide clear and accurate information regarding the Supplier's/Service Provider's own policies and procedures, excluding Know-How and other Confidential Information, except where a non-disclosure undertaking has been entered into between the Parties;
- not allow a conflict of interest to develop between its own interests [or the interests of any of its other customers] and the interests of Transnet;
- not accept or offer, nor allow, induce or promote the acceptance or offering of any gratuity, enticement, incentive or gift that could reasonably be regarded as bribery or an attempt to otherwise exert undue influence over the recipient;
- not mislead Transnet or its officers, employees and stakeholders, whether by act or omission;
- not otherwise act in an unethical manner or do anything which could reasonably be expected to damage or tarnish Transnet's reputation or business image;
- immediately report to Transnet any unethical, fraudulent or otherwise unlawful conduct of which it becomes aware in connection with Transnet or the supply of Goods/Services or ancillary Services to Transnet;
- ensure that at all times, during the currency of this Agreement, it complies with all obligations and commitments in terms of the provisions of the Income Tax Act, No 58 of 1962, the VAT Act or any other tax legislation relating to their liability for Income Tax, VAT, Pay as You Earn or any other tax. The Supplier/Service Provider shall further ensure Tax Clearance Compliance, for the duration of this Agreement;
- not victimise, harass or discriminate against any employee of either Party to this Agreement or any applicant for employment with either Party to this Agreement due to their gender, race, disability, age, religious belief, sexual orientation or part-time status. This provision applies, but is not limited to employment, upgrading, work environment, demotion, transfer, recruitment, recruitment advertising, termination of employment, rates of pay or other forms of compensation and selection for training.
- shall ensure that its employees, agents and Subcontractors will not breach any applicable discrimination legislation and any amendments and re-enactments thereof.

9.3 In compliance with the National Railway Safety Regulator Act, 16 of 2002, as may be amended from time to time, the Supplier shall ensure that the Goods/Services and ancillary Services, to be supplied to Transnet under the terms and conditions of this Agreement, comply fully with the Specifications as set forth in Schedule 1 hereto, and shall thereby adhere [as applicable] to railway safety requirements and/or regulations. Permission for the engagement of a Subcontractor by the Supplier, as applicable, shall be subject to a review of the capability of the proposed Subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its Subcontractor shall grant Transnet access, during the term of this Agreement, to review any safety-related activities, including the coordination of such activities across all parts of its organisation.

10 SUBCONTRACTING

10.1 The Service Provider may only enter into a subcontracting arrangement or replace a subcontractor with the approval of Transnet. If the Service Provider subcontracts a portion of the contract to another

person without declaring it to Transnet, Transnet reserves the right to penalise the Service Provider up to 10% of the value of the contract.

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

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

10.4 The Service Provider may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the Service Provider, unless the contract is subcontracted to an Exempted Micro Enterprise (EME) that has the capability and ability to execute the Subcontract.

11 PAYMENT TO SUB-CONTRACTORS

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

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

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

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

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

12 B-BBEE AND SOCIO-ECONOMIC OBLIGATIONS

12.1 B-BBEE Scorecard

- Transnet fully endorses and supports the Broad-Based Black Economic Empowerment Programme and is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.
- In response to this requirement, the Supplier/Service Provider shall submit to Transnet's Contract Manager or such other designated person details of its B-BBEE status in terms of the latest Codes of Good Practice issued in terms of the B-BBEE Act and proof thereof at the beginning of March each year during the currency of this Agreement.

- The Supplier/Service Provider undertakes to notify and provide full details to Transnet in the event there is:
 - ✓ a change in the Supplier's/Service Provider's B-BBEE status which is less than what it was at the time of its appointment including the impact thereof; and
 - ✓ a corporate or internal restructure or change in control of the Supplier/Service Provider which has or likely to impact negatively on the Supplier's/ Service Provider's B-BBEE status.
- Notwithstanding any other reporting requirement in terms hereof, the Supplier Service Provider undertakes to provide any B-BBEE data (underlying data relating to the Supplier /Service Provider which has been relied upon or utilised by a verification agency or auditor for the purposes of issuing a verification certificate in respect of the Supplier/Service Provider B-BBEE status) which Transnet may request on written notice within 30 (thirty) calendar days of such request. A failure to provide such data shall constitute a Supplier/ Service Provider Default and may be dealt with in accordance with the provisions of clause
- In the event there is a change in the Supplier's/ Service Provider's B-BBEE status, then the provisions of clause shall apply.

12.2 Green Economy/Carbon Footprint

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

13 INVOICES AND PAYMENT

- 13.1 Transnet shall pay the Supplier/Service Provider the amounts stipulated in each Purchase Order/Work Order, subject to the terms and conditions of this Agreement.
- 13.2 Transnet shall pay such amounts to the Supplier/Service Provider upon receipt of a valid and undisputed Tax Invoice together with the supporting documentation, as specified in the Schedule of Requirements appended hereto, once the valid and undisputed Tax Invoices or such portions of the Tax Invoices which are valid and undisputed become due and payable to the Supplier/Service Provider for the delivery of the Goods/Services ordered, in terms of clause below.
- 13.3 Transnet may, pending an investigation, withhold any payments to the Supplier/Service Provider, in the case where irregular expenditure has been identified in the particular contract and that there is reasonable suspicion that the Supplier/Service Provider is involved or was aware that the contract transgressed any legislation.
- 13.4 All Prices set out in this Agreement and the Schedule of Requirements hereto are to be indicated inclusive and exclusive of VAT, which will be payable at the applicable rate in ZAR.
- 13.5 Unless otherwise provided for in the Schedule of Requirements appended to this Agreement, Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by Transnet within 30 [thirty] calendar days after date of receipt by Transnet of the Supplier's/Service Provider's statement together with the relevant valid and undisputed Tax Invoice(s) and supporting documentation.

- 13.6 Where the payment of any Tax Invoice, or any part of a Tax Invoice which is not in dispute, is not made in accordance with this clause, the Supplier/Service Provider shall be entitled to charge interest on the outstanding amount, at The Standard Bank of South Africa's prime rate of interest in force, for the period from the due date of payment until the outstanding amount is paid.
- 13.7 The Supplier/Service Provider shall remain the owner of all plant, material, machinery, equipment and the like [collectively, **the Supplier's Goods**] provided to Transnet until Transnet has paid in full for the Supplier's Goods, it being specifically agreed that Transnet shall acquire no rights [including liens] of whatsoever nature in such Supplier's Goods until date of final payment by Transnet. Subject to the foregoing, all risk and benefit to the Supplier's Goods shall pass from the Supplier to Transnet on delivery of the Supplier's Goods by the Supplier to Transnet.

14 PRICE ADJUSTMENTS

- 14.1 Prices for Goods/Services supplied in terms of this Agreement shall be subject to review as indicated in the Schedule of Requirements/Works Order annexed hereto.
- 14.2 No less than 2 [two] months prior to any proposed Price adjustment, the Parties shall commence negotiations for Prices for the next period or as otherwise indicated in Schedule 1 hereto. The Parties shall have regard for market-related pricing of equivalent goods, continuous improvement initiatives, costs [including labour, raw materials and transport/delivery], order size and frequency and changes to the specification of the Goods/Services.
- 14.3 Pursuant to clause above, the Supplier/Service Provider shall keep full and accurate records of all costs associated with the supply of the Goods/Services to Transnet, in a form to be approved in writing by Transnet. The Supplier/Service Provider shall produce such records to Transnet for inspection at all reasonable times on request and such records may, at Transnet's option, be audited by Transnet or its designated representatives.
- 14.4 Should Transnet and the Supplier/Service Provider fail to reach an agreement on Price for the successive period, either Party shall be entitled to submit this matter to dispute resolution in accordance with clause of the Master Agreement [*Dispute Resolution*].
- 14.5 If during the period of this Agreement Transnet can purchase similar Goods/Services of a like quality from another supplier at a total delivered cost to a Transnet facility that is lower than the total delivered cost of the Goods/Services purchased hereunder from the Supplier/Service Provider, Transnet may notify the Supplier/Service Provider of such total delivered cost and the Supplier/Service Provider shall have an opportunity to adjust the Price of the Goods/Services purchased hereunder, on such a basis as to result in the same total delivered cost to Transnet, within 30 [thirty] calendar days of such notice. If the Supplier/Service Provider fails to do so or cannot legally do so, Transnet may (i) purchase the Goods/Services from such other supplier in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of Transnet and the Supplier/Service Provider hereunder shall be reduced accordingly; (ii) terminate this Agreement without any penalty, liability or further obligation; or (iii) continue purchases under this Agreement.
- 14.6 If during the period of this Agreement the Supplier/Service Provider sells any materials which are the same as, equivalent to, or substantially similar to the Goods/Services herein, at a total delivered cost to a third party lower than the total delivered cost to a Transnet facility, then the Supplier/Service Provider has an opportunity to adjust its Price for the Goods/Services purchased hereunder within 30 [thirty]

calendar days so that the Price is the same or lower than the total delivered cost of such third party. If the Supplier/Service Provider fails to do so or cannot legally do so, Transnet may (i) purchase the Goods/Services from any other such supplier, in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of Transnet and the Supplier/Service Provider hereunder shall be reduced accordingly; or (ii) terminate this Agreement without any penalty, liability or further obligation. Within 30 [thirty] calendar days of the Commencement Date of this Agreement or at any time Transnet so requests, the Supplier/Service Provider shall certify in writing to Transnet that it is in compliance with this clause and shall provide all information that Transnet reasonably requests in order to verify such compliance.

15 WARRANTIES APPLICABLE TO GOODS

The Service Provider warrants that:

- 15.1 pursuant to clause *[General Obligations of the Supplier]*, the Goods will be manufactured in accordance with the specifications appended hereto at Schedule 1, or the manufacturer's specifications, as agreed in writing by both Parties;
- 15.2 the execution and performance of this Agreement by the Supplier does not infringe any rights of a third party or breach any obligation of the Supplier to any third party; and
- 15.3 it has taken all reasonable precautions to ensure that, in the event of a disaster, the impact of such disaster on the ability of the Supplier to comply with its obligations under this Agreement will be reduced to the greatest extent possible, and that the Supplier shall ensure that it has appropriate, tested and documented recovery arrangements in place.

16 THIRD PARTY INDEMNITY

The Supplier/Service Provider hereby indemnifies and shall hold Transnet harmless against any direct damages suffered by or claims arising against Transnet in respect of clause above.

17 INSPECTION APPLICABLE TO GOODS

- 17.1 Transnet reserves the right to arrange for the inspection of all Goods forming the subject of any Purchase Order, at any stage before final acceptance and by any means it may think fit, and when such inspection is to be carried out, the relevant Purchase Order(s) shall be endorsed accordingly.
- 17.2 When inspection at the Supplier's works or warehouse is specified, Transnet's authorised inspector shall have free access to the premises of the Supplier at all times during working hours on a Business Day; shall have liberty to inspect work which is the subject of the Purchase Order at any stage of manufacture, and may reject any Goods which are found to be incomplete, defective or in any way not in conformity with the terms and specifications of this Agreement; and the Supplier shall afford all reasonable facilities for such access and inspection.
- 17.3 The Supplier shall provide inspection gauges, measuring and test equipment to ensure that the requirements of this Agreement are satisfied. All gauges, templates, tools and other equipment required to check the accuracy of the work shall be calibrated at regular and reasonable intervals by a laboratory which has been approved in writing by Transnet. This certificate shall not be more than 12 [twelve] months old.

- 17.4 The Supplier shall prepare and supply, without charge to Transnet, all test pieces, samples and specimens; shall provide all labour and apparatus for carrying out tests and analyses in accordance with the terms of this Agreement or Purchase Order, and render all reasonable assistance in making such tests and analyses.
- 17.5 All special rules governing gauging, testing, analysis and other inspection procedures shall be adhered to strictly in accordance with the terms of this Agreement or Purchase Order and the conditions of any specifications and drawings quoted therein.
- 17.6 Inspection will be arranged by the Staff of Transnet, as indicated in the Purchase Order(s).
- 17.7 When Goods are ready for inspection, the Supplier shall apply promptly to the appropriate authority for instructions regarding such inspection. All applications for inspection shall quote Transnet's Agreement or Purchase Order number. 7 [seven] Business Days' notice of readiness from the Supplier shall be given to the authorised inspector appointed by Transnet to carry out such inspection.
- 17.8 Transnet shall have the right to recover from the Supplier the cost of inspection of any Goods that have been rejected by its authorised inspector in terms of this clause.

18 DEFECTIVE GOODS

- 18.1 Notwithstanding any certificate and/or receipt that may have been issued by or on behalf of Transnet either in South Africa or overseas, Goods will be accepted at the place of delivery or at the port of shipment, as specified in this Agreement, only as regards outward condition of packages and Transnet retains the right to reject the Goods supplied, on or after arrival at the place to which they are consigned, or after they have been placed in use in South Africa, should they be found defective.
- 18.2 If Goods are rejected owing to latent defects becoming apparent during machining operations or other preparation necessary on the part of Transnet before they can be put into use, the Supplier shall bear all expenses incurred by Transnet in carrying out such necessary operations.
- 18.3 If such Goods are rejected, the Supplier will pay the following costs:
- for Goods purchased in South Africa on an ex works basis, the cost of transport from the Supplier's works in South Africa to the named destination where the Goods have been rejected by Transnet, plus handling charges and storage, if leviable; or
 - for Goods manufactured overseas, the Supplier shall pay all replacement costs including the overseas inland transport cost, freight and insurance charges incurred plus railage or other inland transport costs from the South African port to the place where the Goods have been rejected by Transnet, including handling charges, storage, landing charges, customs duty and surcharges, if leviable.
- 18.4 If Transnet requires rejected Goods to be replaced, the Supplier shall, when called upon to do so, arrange prompt replacement of the Goods within the prescribed manufacturing lead times for such Goods, as indicated in Schedule 1.
- 18.5 If Goods are found to be defective but the defects are, in the opinion of Transnet, not of so serious a nature as to warrant total rejection of the Goods, the Supplier shall, when called upon to do so, remedy or make good such defects at its own cost, or Transnet may remedy or make good such defects at the request of the Supplier and recover from the Supplier all costs or expenses reasonably incurred by it in doing so.

18.6 Should the Supplier fail, when called upon to remedy or make good such defects within a reasonable time or to request Transnet to do so, Transnet may proceed to remedy or make good such defects and thereafter recover from the Supplier all such costs and expenses as aforementioned.

18.7 Any amount recoverable from the Supplier in terms of this clause may, without prejudice to any other legal remedies available to Transnet, be deducted in whole or in part from any monies in the hands of Transnet which are due for payment to the Supplier.

19 TOTAL OR PARTIAL FAILURE TO PERFORM

19.1 In the case of Goods to be specially manufactured for it, if Transnet at any time ascertains that:

- no manufacturing of the Goods specified in a Purchase Order has commenced and there is little or no prospect, in Transnet's opinion, that manufacturing will commence within a reasonable time; or
- delivery of any of the Goods is being or is likely to be delayed beyond the promised delivery date(s), and there is little or no prospect of the Purchase Order(s) being carried out within reasonable adherence to the promised delivery rate(s) or time(s),

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

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

19.4 Whenever, in any case not covered by clause above, the Supplier fails or neglects to execute the work or to deliver any portion of the Goods/Services as required by the terms of this Agreement or Purchase Order, or if any Goods/Services are rejected on any of the grounds mentioned in clause [Defective Goods], Transnet may cancel this Agreement or Purchase Order in so far as it relates to the unexecuted work or the undelivered or rejected portion of the Goods/Services, and in such event, the supply of the remaining portion shall remain subject in all respects to these conditions.

20 RIGHTS ON CANCELLATION

20.1 If this Agreement or Purchase Order is cancelled in whole or in part in terms of clause [Total or Partial Failure to Perform], Transnet may execute or complete this Agreement with any other entity and do so on such terms as it may deem proper, or may procure other comparable Goods/Services in substitution for those neglected to be manufactured or supplied or rejected as aforesaid, and may recover from the Supplier the difference between the cost of such Goods/Services and the Price [if the latter was lower] as well as any costs and expenses [including any additional transport costs] which Transnet may have had to incur in consequence of the Supplier's/Service Provider's default.

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

21 BREACH AND TERMINATION

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

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

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

21.4 In the event that this Agreement is terminated by the Service Provider under clause 6 [Term and Cancellation], or in the event that a Work Order is terminated by Transnet under this clause 26 [Breach and Consequences of Termination], Transnet will pay to the Service Provider all outstanding Fees [apportioned on a pro rata basis] relating to the work undertaken by the Service Provider up until the date of such termination. Transnet will also pay the costs of any goods and materials ordered by the Service Provider in relation to the such work for which the Service Provider has paid or is legally obliged to pay, in which case, on delivery of such goods or materials, the Service Provider will promptly deliver such goods and materials to Transnet or as it may direct.

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

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

21.6...1 a voluntary arrangement or composition or reconstruction of its debts;

- its winding-up or dissolution;
- the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer;
- any similar action, application or proceeding in any jurisdiction to which it is subject.

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

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

21.8 Notwithstanding this clause, Transnet may cancel this Agreement without cause by giving 30 [thirty] calendar days prior written notice thereof to the Supplier/Service Provider, or

21.9 The provisions of clauses *[Definitions]*, *[Warranties]*, *[Rights on Cancellation]*, *[Confidentiality]*, *[Limitation of Liability]*, *[Intellectual Property Rights]*, **Error! Reference source not found.** *[Dispute Resolution]* and *[Governing Law]* shall survive termination or expiry of this Agreement.

22 CESSION

22.1 Upon written notice to the Supplier/Service Provider, Transnet shall be entitled:

- to appoint Transnet's financier of the Goods/Services as first payer under this Agreement, without transferring the ultimate responsibility for payment which will remain with Transnet; and
- to cede, assign and transfer its right, title and interest in the Goods/Services to such financier as part of the funding consideration for the Goods/Services.

22.2 The Supplier/Service Provider is not entitled to cede, delegate, assign, Subcontract or in any other manner dispose of any of its rights or obligations in terms of this Agreement without the prior written consent of Transnet, which consent shall not be withheld or delayed unreasonably.

23 FORCE MAJEURE

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

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

24 PROTECTION OF PERSONAL DATA

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

- a) they process data only for the express purpose for which it was obtained;
- b) once processed for the purposes for which it was obtained, all data will be destroyed to an extent that it cannot be reconstructed to its original form;
- c) data is provided only to authorised personnel who strictly require the personal data to carry out the Parties' respective obligations under this Agreement;

- d) they do not disclose personal data of the other Party, other than in terms of this Agreement;
- e) they have all reasonable technical and organisational measures in place to protect all personal data from unauthorised access and/or use;
- f) they have appropriate technical and organisational measures in place to safeguard the security, integrity and authenticity of all data in its possession or under its control in terms of this Agreement;
- g) such personal data is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access.

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

24.3 Should it be necessary for either Party to disclose or otherwise make available the personal data to any third party (including sub-contractors and employees), it may do so only with the prior written permission of the other Party. The Party requiring such permission shall require of all such third parties, appropriate written undertakings to be provided, containing similar terms to that set forth in this clause **Error! Reference source not found.**, and dealing with that third party's obligations in respect of its processing of the personal data. Following approval by the other Party, the Party requiring permission agrees that the provisions of this clause shall *mutatis mutandis* apply to all authorised third parties who process personal data.

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

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

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

24.7 Personal Information security breach: Supplier/Service Provider's Obligations

- a) The Supplier/Service Provider shall notify the Information Officer of Transnet, in writing as soon as possible after it becomes aware of or suspects any loss, unauthorised access or unlawful use of any personal data and shall, at its own cost, take all necessary remedial steps to mitigate the extent of the loss or compromise of personal data and to restore the integrity of the affected Goods/Services as quickly as is possible. The Supplier/Service Provider shall also be required to provide Transnet with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity of the unauthorised person who may have accessed or acquired the personal data.

- b) The Supplier/Service Provider shall provide on-going updates on its progress in resolving the compromise at reasonable intervals until such time as the compromise is resolved.
- c) Where required, the Supplier/Service Provider may be required to notify the South African Police Service; and/or the State Security Agency and where applicable, the relevant regulator and/or the affected persons of the security breach. Any such notification shall always include sufficient information to allow the persons to take protective measures against the potential consequences of the compromise.
- d) The Supplier/Service Provider undertakes to co-operate in any investigation relating to security which is carried out by or on behalf of Transnet including providing any information or material in its possession or control and implementing new security measures.

25 CONFIDENTIALITY

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

- not to divulge or disclose to any person whomsoever in any form or manner whatsoever, either directly or indirectly, any Confidential Information of the other without the prior written consent of such other Party, other than when called upon to do so in accordance with a statute, or by a court having jurisdiction, or by any other duly authorised and empowered authority or official, in which event the Party concerned shall do what is reasonably possible to inform the other of such a demand and each shall assist the other in seeking appropriate relief or the instituting of a defensive action to protect the Confidential Information concerned;
- not to use, exploit, permit the use of, directly or indirectly, or in any other manner whatsoever apply the Confidential Information disclosed to it as a result of this Agreement, for any purpose whatsoever other than for the purpose for which it is disclosed or otherwise than in strict compliance with the provisions in this Agreement;
- not to make any notes, sketches, drawings, photographs or copies of any kind of any part of the disclosed Confidential Information without the prior written consent of such other Party, except when reasonably necessary for the purpose of this Agreement, in which case such copies shall be regarded as Confidential Information;
- not to de-compile, disassemble or reverse engineer any composition, compilation, concept application, item, component de-compilation, including software or hardware disclosed and shall not analyse any sample provided by Transnet, or otherwise determine the composition or structure or cause to permit these tasks to be carried out except in the performance of its obligations pursuant to this Agreement;
- not to exercise less care to safeguard Transnet Confidential Information than the Party exercises in safeguarding its own competitive, sensitive or Confidential Information;
- Confidential Information disclosed by either Party to the other or by either Party to any other party used by such party in the performance of this Agreement, shall be dealt with as "restricted" or shall be dealt with according to any other appropriate level of confidentiality relevant to the nature of the information concerned, agreed between the Parties concerned and stipulated in writing for such information in such cases;
- the Parties shall not make or permit to be made by any other person subject to their control, any public statements or issue press releases or disclose Confidential Information with regard to any

matter related to this Agreement, unless written authorisation to do so has first been obtained from the Party first disclosing such information;

- each Party shall be entitled to disclose such aspects of Confidential Information as may be relevant to one or more technically qualified employees or consultants of the Party who are required in the course of their duties to receive the Confidential Information for the Permitted Purpose provided that the employee or consultant concerned has a legitimate interest therein, and then only to the extent necessary for the Permitted Purpose, and is informed by the Party of the confidential nature of the Confidential Information and the obligations of the confidentiality to which such disclosure is subject and the Party shall ensure such employees or consultants honour such obligations;
- each Party shall notify the other Party of the name of each person or entity to whom any Confidential Information has been disclosed as soon as practicable after such disclosure;
- each Party shall ensure that any person or entity to which it discloses Confidential Information shall observe and perform all of the covenants the Party has accepted in this Agreement as if such person or entity has signed this Agreement. The Party disclosing the Confidential Information shall be responsible for any breach of the provisions of this Agreement by such person or entity; and
- each Party may by written notice to the other Party specify which of the Party's employees, officers or agents are required to sign a non-disclosure undertaking.

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

- a Party can demonstrate that such information is already in the public domain or becomes available to the public through no breach of this Agreement by that Party, or its Staff; or
- was rightfully in a Party's possession prior to receipt from the other Party, as proven by the first-mentioned Party's written records, without an infringement of an obligation or duty of confidentiality; or
- can be proved to have been rightfully received by a Party from a third party without a breach of a duty or obligation of confidentiality; or
- is independently developed by a Party as proven by its written records.

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

26 INSURANCES

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

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

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

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

27 LIMITATION OF LIABILITY

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

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

- death or personal injury caused by its negligence, [including its employees', agents' or Subcontractors' negligence]; or
- fraud or theft.

27.3 The Supplier/Service Provider shall indemnify and keep Transnet indemnified from and against liability for damage to any Transnet property [whether tangible or intangible] or any other loss, costs or damage suffered by Transnet to the extent that it results from any act of or omission by the Supplier/Service Provider or its Personnel in connection with this Agreement. The Supplier/Service Provider's liability arising out of this clause shall be limited to direct damages.

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

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

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

27.7 Nothing in this clause shall be taken as limiting the liability of the Parties in respect of clauses [Confidentiality] and [Intellectual Property Rights].

28 INTELLECTUAL PROPERTY RIGHTS

28.1 Title to Confidential Information

- Transnet will retain all right, title and interest in and to its Confidential Information and Background Intellectual Property and the Service Provider acknowledges that it has no claim of any nature in and to the Confidential Information and Background Intellectual Property that is proprietary to Transnet. For the avoidance of doubt all the Service Provider's Background Intellectual Property shall remain vested in the Service Provider.
- Transnet shall grant to the Service Provider an irrevocable, royalty free, non-exclusive licence to use Transnet's Background Intellectual Property only for the Permitted Purpose. This licence shall not permit the Service Provider to sub-license to other parties.
- The Service Provider shall grant to Transnet an irrevocable, royalty free, non-exclusive licence to use the Service Provider's Background Intellectual Property for the Permitted Purpose. This licence shall not permit Transnet to sub-license to other parties.
- The Service Provider shall grant Transnet access to the Supplier/Service Provider's Background Intellectual Property on terms which shall be *bona fide* negotiated between the Parties for the purpose of commercially exploiting the Foreground Intellectual Property, to the extent that such access is required.
- The above shall not pertain to any software licenses procured by the /Service Provider from third parties and used in the supply of the Goods.

28.2 Title to Intellectual Property

- All right, title and interest in and to Foreground Intellectual Property prepared, conceived or developed by the Service Provider, its researchers, agents and employees shall vest in Transnet and the Service Provider acknowledges that it has no claim of any nature in and to the Foreground Intellectual Property. The Service Provider shall not at any time during or after the termination or cancellation of this Agreement dispute the validity or enforceability of such Foreground Intellectual Property, or cause to be done any act or anything contesting or in any way impairing or tending to impair any part of that right, title and interest to any of the Foreground Intellectual Property and shall not counsel or assist any person to do so.
- Transnet shall be entitled to seek protection in respect of the Foreground Intellectual Property anywhere in the world as it shall decide in its own absolute discretion and the Service Provider shall reasonably assist Transnet in attaining and maintaining protection of the Foreground Intellectual Property.
- Where the Foreground Intellectual Property was created by the Service Provider or its researchers, agents and employees and where Transnet elects not to exercise its option to seek protection or decides to discontinue the financial support of the prosecution or maintenance of any such protection, Transnet shall notify the Service Provider who shall have the right of first refusal to file or continue prosecution or maintain any such applications and to maintain any protection issuing on the Foreground Intellectual Property.

- No consideration shall be paid by Transnet to the Service Provider for the assignment of any Foreground Intellectual Property from the Service Provider to Transnet, over and above the sums payable in terms of this Agreement. The Service Provider undertakes to sign all documents and do all things as may be necessary to effect, record and perfect the assignment of the Foreground Intellectual Property to Transnet.
- Subject to anything contrary contained in this Agreement and/or the prior written consent of Transnet [which consent shall not be unreasonably withheld], the Service Provider shall under no circumstances be entitled as of right, or to claim the right, to use Transnet's Background Intellectual Property and/or Foreground Intellectual Property.

28.3 Title to Improvements

Any improvements, developments, adaptations and/or modifications to the Foreground Intellectual Property, and any and all new inventions or discoveries, based on or resulting from the use of Transnet's Background Intellectual Property and/or Confidential Information shall be exclusively owned by Transnet. The Supplier/Service Provider shall disclose promptly to Transnet all such improvements, developments, adaptations and/or modifications, inventions or discoveries. The /Service Provider hereby undertakes to sign all documents and do all things as may be necessary to effect, record and perfect the assignment of such improvements, developments, adaptations and/or modifications, inventions or discoveries to Transnet and the Service Provider shall reasonably assist Transnet in attaining, maintaining or documenting ownership and/or protection of the improved Foreground Intellectual Property.

28.4 Unauthorised Use of Confidential Information

The Service Provider shall not authorise any party to act on or use in any way any Confidential Information belonging to Transnet whether or not such party is aware of such Confidential Information, and shall promptly notify Transnet of the information if it becomes aware of any party so acting, and shall provide Transnet the information with such assistance as Transnet reasonably requires, at Transnet's cost and expense, to prevent such third party from so acting.

28.5 Unauthorised Use of Intellectual Property

- The Service Provider agrees to notify Transnet in writing of any conflicting uses of, and applications of registrations of Patents, Designs and Trade Marks or any act of infringement, unfair competition or passing off involving the Intellectual Property of Transnet of which the Service Provider acquires knowledge and Transnet shall have the right, as its own option, to proceed against any party infringing its Intellectual Property.
- It shall be within the sole and absolute discretion of Transnet to determine what steps shall be taken against the infringer and the Service Provider shall co-operate fully with Transnet, at Transnet's cost, in whatever measure including legal action to bring any infringement of illegal use to an end.
- The Service Provider shall cooperate to provide Transnet promptly with all relevant ascertainable facts.
- If proceedings are commenced by Transnet alone, Transnet shall be responsible for all expenses but shall be entitled to all damages or other awards arising out of such proceedings. If proceedings

are commenced by both Parties, both Parties will be responsible for the expenses and both Parties shall be entitled to damages or other awards arising out of proceedings.

29 NON-WAIVER

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

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

30 PARTIAL INVALIDITY

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

31 DISPUTE RESOLUTION

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

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

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

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

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

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

32 ADDRESSES FOR NOTICES

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

Transnet

For legal notices:

.....

.....

.....

Attention: TNPA Procurement Department

For commercial notices:

.....

.....

.....

Attention: TNPA Procurement Department

The Supplier/Service Provider

For legal notices:

.....

.....

.....

Fax No.

Attention:

For commercial notices:

.....

.....

.....

Fax No.

Attention:

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

32.3 Any notice shall be deemed to have been given:

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

33 WHOLE AND ONLY AGREEMENT

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

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

34 AMENDMENT AND CHANGE CONTROL

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

Party. A Change Notice Response must then be issued by responding Party. A formal approval of the Change Request will then trigger the issue of the addendum to this Agreement.

34.2 In the event the Parties cannot agree upon changes, the Parties shall in good faith seek to agree any proposed changes using the dispute resolution procedures in clause 36 [*Dispute Resolution*].

35 GENERAL

35.1 Governing Law

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

35.2 Change of Law

In this Agreement, unless the context otherwise requires, references to a statutory provision include references to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it, provided that in the event that the amendment, extension or re-enactment of any statutory provision or introduction of any new statutory provision has a material impact on the obligations of either Party, the Parties will negotiate in good faith to agree such amendments to this Agreement as may be appropriate in the circumstances. If, within a reasonable period of time, the Supplier/Service Provider and Transnet cannot reach agreement on the nature of the changes required or on modification of Prices, delivery schedules, warranties, or other terms and conditions, either Party may seek to have the matter determined in accordance with clause [*Dispute Resolution*] above.

35.3 Counterparts

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

36 DATABASE OF RESTRICTED SUPPLIER

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

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

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

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

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

Annexures:

- **Annexure A – SBD 4 Standard Bidding Document**
- **Annexure B – How to Access and Register E- Tenders**
- **Annexure C – Technical Evaluation (included in table below)**
- **Annexure D – Data Sheet (included in table below)**

Respondent's Signature

Date & Company Stamp

▪ **Annexure C – Technical Evaluation (included in table below)**

- All tender evaluations shall be as specified by the TNPA Procurement Department in the Tender Documentation.
- This Technical Evaluation Criteria is to be read in conjunction with the RFP documents.
- The minimum percentage/points required to qualify = 70
- All required documentation for the technical evaluation shall be attached to the RFP on submission.

Respondent's Signature

Date & Company Stamp

TECHNICAL EVALUATION CRITERIA			
Provision of Waste Management Services for Hazardous & General Waste at Port of Port Elizabeth			
Criteria	Sub-Criteria	Maximum Number of Points	Points Awarded
Landfill Site Documentation	<ul style="list-style-type: none"> ➤ Name/Address of the site where the waste will be disposed of ➤ Permit number and registration status of the site Note: Waste Disposal Site Authorizations must be valid and be able to accept TNPA waste ➤ Certified copy of the certificate /authorisation issued by DEA (DFFE) for a waste consolidation area at the bidder's premises ➤ Certified copy of the letter of good standing of the landfill site & consolidation area from DEA (DFFE) or DWA(DWS) ➤ Is the owner/operator of the disposal site contractually committed to accepting your waste? Please furnish a copy of the written Agreement to TNPA ➤ Has the owner/operator of the disposal site been made fully aware of the nature and quantity of waste which will be disposed of under this Contract? Please furnish a copy of the written Agreement to TNPA 	10	<p>10 = 6 Documents (Full Compliance)</p> <p>5 = 4-5 Documents (Any of the documents listed in the sub-criteria)</p> <p>2 = 1-3 Documents (Any of the documents listed in the sub-criteria)</p> <p>0 = No Document</p>

Respondent's Signature

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Service Provider Registration	Service Provider Registration, Permits and Memberships: Provide copies of the following documentation: <ul style="list-style-type: none"> • Proof of registration with the Nelson Mandela Municipality as a Waste Transporter • Waste Management Licenses for all facilities involved in the storage, transfer, recycling, recovery, treatment or disposal of wastes as may be required in terms of Schedule 1 of the National Environment Management Waste Act (Act 59 of 2009) • Copies of registered landfill site permits where such permits have not been converted to waste management licenses • Proof of membership with an applicable Waste Management Institution. • Proof of ISO14001 Certification • Is your Company registered as an Operator as provided for in the National Road Traffic Act? Please furnish proof of Registration to TNPA as well as certification of your drivers and vehicle registration as required to ensure proper licensing to carry dangerous goods. • SAWIC/SAWIS Registration • Service Provider Letter of Good Standing 	35	35 = 8 Documents (Full Compliance) 17 = 4-7 Documents (Any of the documents listed in the sub-criteria) 9 = 1-3 Documents (Any of the documents listed in the sub-criteria) 0 = No Document
Capacity to deliver adequate services Number of resources to be made available for the contract	<ul style="list-style-type: none"> • Vehicles • Suitably Qualified Personnel • Premises • Waste Skips • Financial Resources and Systems • Any additional information 	10	10 = Detailed number of resources provided in line with the requirements of this specification (sub-criteria) 5 = 4 resources provided in line with the requirements of this specification (sub-criteria) 1 = 1-3 resources provided in line with the requirements of this specification (sub-criteria) 0 = Zero / Inadequate number of resources provided in response to the requirements of this RFQ

Relevant Employee Training	<ul style="list-style-type: none"> • Proof of accredited waste management services training including relevant emergency training provided to bidder's employees. • CV's of human resources to be deployed as part of this contract: 	10	<p>10 = Copies of accredited waste management and emergency training certificates for all employees (1 Site Supervisor & 4 Green Guards)- submitted. 1 Site Supervisor & 4 Green Guards CV's – submitted.</p> <p>5= Only one copy of certificate provided per Green Guard or Site Supervisor (either accredited waste management training or emergency training). i.e.5 Certificates in total for 1 Site Supervisor & 4Green Guards.</p> <p>3 = Only CV's submitted for the Site Supervisor & Green Guards (5CV's Submitted)</p> <p>0 = No accredited waste management and emergency training certificates. No CV's submitted.</p>
Timeframes for Service Provision	<ul style="list-style-type: none"> • Number of days required from the date of notification of award of the contract to provide all the waste services on site as specified in the contract • Ability to provide 24 hour service if requested to do so • Turnaround/Collection time for bookings logged with Head Office 	5	<p>5 = Immediately + 24 Hour Service + Turnaround Time Specified</p> <p>3 = 14 Days + 24 Hour Service + Turnaround Time Specified</p> <p>0 = 30 Days + No Emergency Service + No Turnaround Time Specified</p>
Operations & Maintenance Manual	<ul style="list-style-type: none"> • Overall Waste Management Process-Flow • Equipment, vehicles, skips, etc. • Labour (Green Guards, Site Supervisor) • Emergency Plan (vehicle breakdown, labour unrest/strikes) • Management of spillages to ensure the site is free from pollutants 	5	<p>5 = Detailed Operations & Maintenance Manual provided in line with the requirements of this RFQ (All 5 items stipulated)</p> <p>3= 3-4 Items in the sub-criteria stipulated.</p> <p>1= 1-2 Items in the sub-criteria stipulated.</p> <p>0 = No / Poor Quality Operations & Maintenance Manual provided in response to the requirements of this RFQ</p>

Emergency Preparedness	<p>Are you able to provide extra skips/staff members/ vehicles as and when the need arises without any breakdown to the service rendered?</p> <p>Extra Skips.....</p> <p>Extra Staff Members.....</p> <p>Extra Vehicles.....</p>	10	<p>10 = Detailed number of resources that can be made available as and when required is provided in line with the requirements of this RFQ (sub-criteria)</p> <p>5 = Only two items in the sub-criteria stipulated.</p> <p>0 = Zero / Inadequate number of resources that can be made available as and when required to fully comply with the requirements of this RFQ provided (sub-criteria)</p>
Waste Management Awareness Initiatives	How would you assist TNPA in increasing awareness on management of general and hazardous waste and recycling / waste minimization within the port?	5	<p>5= 5 Initiatives</p> <p>4 = 3-4 Initiatives</p> <p>3= 1-2 Initiatives</p> <p>0 = No Initiative</p>
Audits	Submission of a signed Commitment Statement which serves as an undertaking that the service provider agrees to be audited	5	<p>5 = Submission of signed Audits Commitment Statement</p> <p>0 = No signed Audits Commitment Statement</p>
SHE File	Submission of a signed Commitment Statement which serves as an undertaking that the service provider agrees to submit the SHE File which will be reviewed and approved by TNPA.	5	<p>5 = Submission of a signed SHE File Commitment Statement</p> <p>0 = No signed SHE File Commitment Statement</p>

Respondent's Signature

Date & Company Stamp

Annexure D – Data Sheet (refer below)

Respondent's Signature

Date & Company Stamp

Annexure D				
DATA SHEET				
<u>QUESTIONS</u>	<u>DETAILS (IF APPLICABLE)</u>	<u>RESPONSE</u>		<u>IS PROOF THEREOF ATTACHED?</u>
		<u>YES</u>	<u>NO</u>	<u>YES</u>
1. Name/Address of the site where the waste will be disposed.	General Waste Site Name:..... Address:.....			
	Hazardous Waste Site Name:..... Address:.....			
2. Permit number and registration status of the site.	General Waste Site Permit Number:..... Registration status of site.....			
	Hazardous Waste Site			

 Respondent's Signature

 Date & Company Stamp

	Permit Number:..... Registration status of site.....			
3. Is the owner/operator of the disposal site contractually committed to accepting your waste? Please furnish a copy of the written Agreement to TNPA.	Service Provider-Disposal Site Owner/Operator Written Agreement			
4. Has the owner/operator of the disposal site been made fully aware of the nature and quantity of waste which will be disposed of under this Contract? Please furnish a copy of the written Agreement to TNPA.	TNPA Waste Quantities Service Provider-Disposal Site Owner/Operator Written Agreement			
5. Service Provider Registration, Permits and Memberships: Provide copies of the following documentation: a. Proof of registration with the Nelson Mandela Municipality as a Waste Transporter. b. Waste Management Licenses for all facilities involved in the storage, transfer, recycling, recovery, treatment or disposal of wastes as may be required in terms of	a.			

<p>Schedule 1 of the National Environment Management Waste Act (Act 59 of 2009).</p> <p>c. Copies of registered landfill site permits where such permits have not been converted to waste management licenses.</p> <p>d. Proof of membership with an applicable Waste Management Institution.</p>	<p>b.</p> <p>c.</p> <p>d.</p>			
<p>6. Is your Company registered as an Operator as provided for in the National Road Traffic Act? Please furnish proof of Registration to TNPA as well as certification of your drivers and vehicle registration as required.</p>	<p>.....</p>			

<p>7. Attach the following with the tender submission/proposal:</p> <p>a. Valid Tax Clearance Certificate</p> <p>b. Valid Letter of Good Standing</p> <p>c. Valid BBBEE Certificate</p> <p>d. Valid Company Registration Documentation</p> <p>e. Proof of ISO14001 Certification</p>	<p>a.....</p> <p>b.....</p> <p>c.....</p> <p>d.....</p> <p>e.....</p>			
<p>8. Are you adequately insured for any damage to third parties, human health or the environment which may be caused during the handling, transportation and disposal of the waste?</p>	<p>Third Parties Insurance.....</p> <p>Public Liability Insurance.....</p> <p>Contractors Property Insurance.....</p> <p>Any other insurance (if applicable).....</p>			
<p>9. Number of resources which will/can be made available for use in this Contract. Attach proof.</p>	<p>Vehicles.....</p> <p>Suitably Qualified Personnel.....</p> <p>Premises.....</p> <p>Waste Skips.....</p> <p>Financial Resources and Systems.....</p>			

Respondent's Signature

Date & Company Stamp

	Any additional information.....			
10. Are your earmarked personnel for this Contract in possession of appropriate training? Provide proof.	Site Supervisor Training Records: Green Guards Training Records:			
11. From the date of notification of award of the Contract, what period is required (in days) to provide all the waste containers on site?	Days to provide all the waste containers on site.....			
12. Ability to provide 24 hour service if requested.			
13. Turnaround/Collection time for bookings logged with Head Office.			
14. Ability to comply with all Occupational Health and Safety requirements: i.e.: PPE, SHE File.			
15. Availability of an Operations and Maintenance Manual: a. Overall Waste Management Process-Flow b. Equipment, vehicles, skips, etc. c. Labour (Green Guards, Site Supervisor)	Service Provider Operations and Maintenance Manual: Overall Waste Management Process Flow: Equipment: Vehicles: Skips: Drip trays			

Respondent's Signature

Date & Company Stamp

e. Emergency Plan (vehicle breakdown, labour unrest/strikes)	Etc. Vetted Green Guards: Vetted Site Supervisor: Service Provider Emergency Plan to ensure service is provided /not interrupted: Vehicle Breakdown: Labour Unrest /Strikes: Etc.			
16. Are you able to provide extra skips/staff members/ vehicles as and when the need arises?			
17. How would you assist TNPA in increasing awareness on management of general and hazardous waste and promoting recycling /waste minimization within the port?	Provide specific waste management awareness initiatives as well as recycling and waste minimization initiatives:			

Respondent's Signature

Date & Company Stamp

Respondent's Signature

Date & Company Stamp