

NATIONAL PORTS AUTHORITY

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

REQUEST FOR QUOTATION [RFQ] No TNPA/2023/09/0010/44036/RFQ

**FOR THE PROVISION TO: GARDENING SERVICES FOR THE PORT OF MOSSEL BAY FOR A
PERIOD OF THIRTY-SIX (36) MONTHS**

ISSUE DATE:	04 October 2023
CLOSING DATE:	23 October 2023
BRIEFING DATE:	11 October 2023 at 11H00 AM
CLOSING TIME:	15:00 PM

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. 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.

SECTION 1: SBD1 FORM**PART A****INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS TO APPOINTMENT A SERVICE PROVIDER FOR GARDENING SERVICES AT TRANSNET NATIONAL PORTS AUTHORITY IN THE PORT OF MOSSEL BAY FOR A PERIOD OF THIRTY-SIX (36) MONTHS, A DIVISION TRANSNET SOC LTD

BID NUMBER:	TNPA/2023/09/0010/44036/RFQ	ISSUE DATE:	04 October 2023	CLOSING DATE:	23 October 2023	CLOSING TIME:	15h00
DESCRIPTION	FOR THE PROVISION TO APPOINTMENT A SERVICE PROVIDER FOR GARDENING SERVICES AT TRANSNET NATIONAL PORTS AUTHORITY IN THE PORT OF MOSSEL BAY FOR A PERIOD OF THIRTY-SIX (36) MONTHS						

BID RESPONSE DOCUMENTS 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.

RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.

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 free of charge);
- 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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Jody Johnson	CONTACT PERSON	Errol Baartman
TELEPHONE NUMBER	044 604 6216	TELEPHONE NUMBER	044 604 6294
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Jodyann.johnson@transnet.net	E-MAIL ADDRESS	errol.baartman@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

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]			
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.			

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE: _____

SECTION 2: NOTICE TO BIDDERS

1 Responses to RFQ

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

2 Formal Briefing

A compulsory site meeting will be conducted at Gate 2, Main admin building, 55 Bland Street, Mossel Bay, 6506 on the 11 October 2023, at 11H00 for a period of \pm 2 hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 Despite the briefing session being compulsory, Transnet nevertheless encourages all Respondents to attend. Transnet will not be held responsible if any Respondent who did not attend the **compulsory** session subsequently feels disadvantaged as a result thereof.
- 2.2 Respondents are encouraged to bring a copy of the RFQ to the site meeting and/or RFQ briefing.
- 2.3 Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address: Jody Johnson [jodyann.johnson@transnet.net]. This is to ensure that Transnet may make the necessary arrangements for the briefing session.

3 Communication

- 3.1 Specific queries relating to this RFQ before the closing date of the RFQ should be submitted onto the system and to Jody Johnson [Jodyann.johnson@Transnet.net] before **15:00 pm on 23 October 2023**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.
- 3.2 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- 3.3 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 3.4 Respondents may also, at any time after the closing date of the RFQ, communicate with the Lynne-Ann Prins on any matter relating to its RFQ response:

Telephone 044 604 6276Email: Lynne-Ann.Prins@transnet.net
- 3.5 All unsuccessful bidders have a right to request Transnet to furnish individual reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

4 Legal Compliance

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

5 Employment Equity Act

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

6 Changes to Quotations

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

7 Binding Offer

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

8 Disclaimers

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

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation or an alternative bid;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / services which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- cancel the quotation process;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were notified of their bid being unsuccessful. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price.
- Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.

9 Specification/Scope of Work

Please refer to Annexure A – Scope of work

10 Legal review

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

11 Security clearance

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

12 National Treasury's Central Supplier Database

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

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.

13 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



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



What's App
Speak to an Agent via What's App.



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



Telegram
Speak to an Agent via Telegram



0800 003 056



086 551 4153



reportit@ethicshelpdesk.com

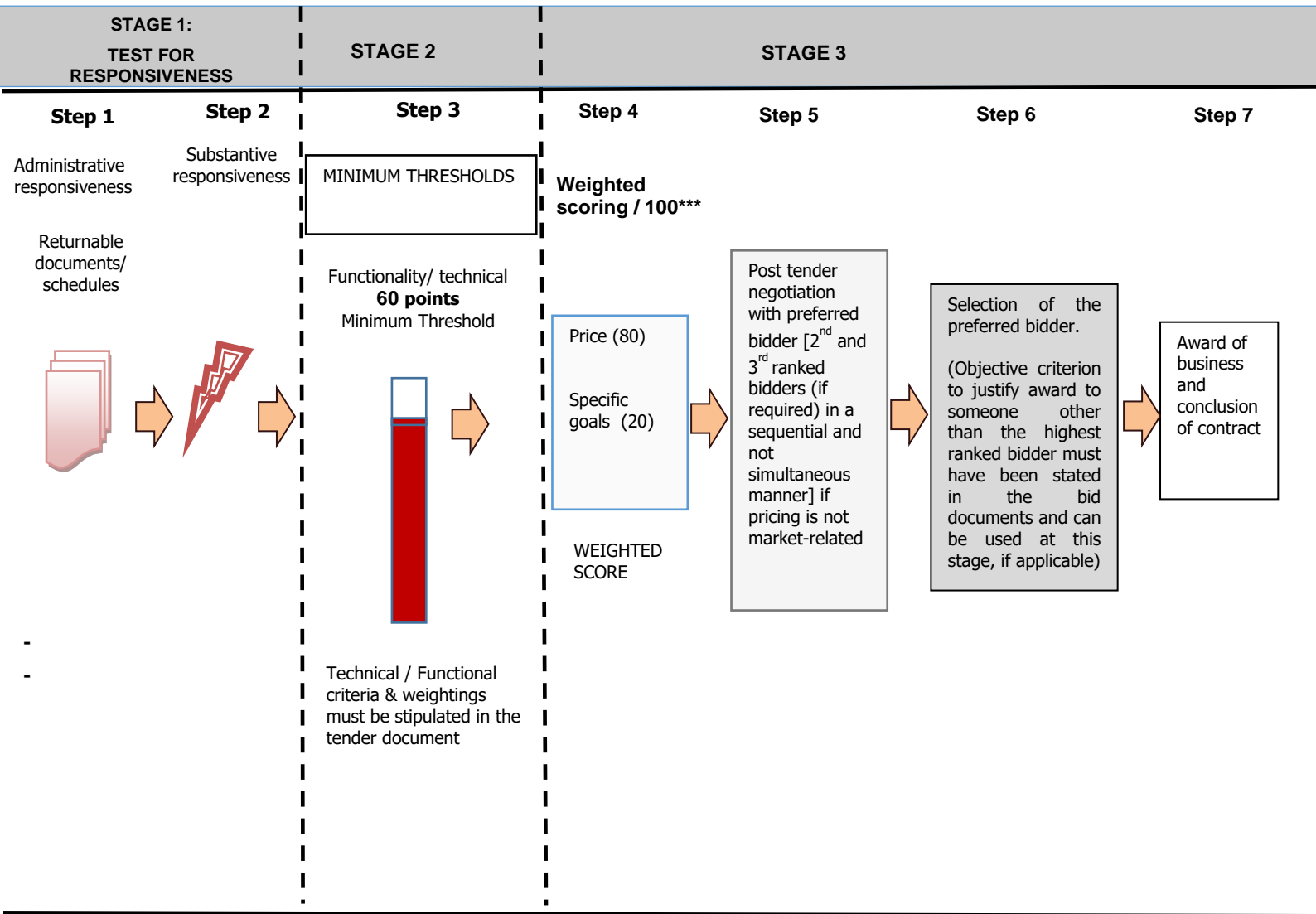


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SECTION 3
EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

1 Evaluation Criteria

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



1.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFQ Reference
<ul style="list-style-type: none"> Whether the Bid has been lodged on time 	
<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 3</i>
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	<i>Section 3</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

1.2 STEP TWO: Test for Substantive Responsiveness to RFQ

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

Check for substantive responsiveness	RFQ Reference
<ul style="list-style-type: none"> Whether any general and legislation qualification criteria set by Transnet, have been met 	<i>All sections</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer 	<i>Section 4 - Quotation Form</i>
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given 	<i>All Sections</i>

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

1.3 STEP THREE: Minimum Threshold 60 points for Technical Criteria

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

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

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.

Item	Criteria	Sub-Criteria/ Compliance Measure	Sub-criteria score	Max scores
1	Company Previous Experience Traceable References Service provider must submit traceable references such as reference letter or certificate of completion for Gardening Maintenance such as grass cutting, bush clearing and sweeping of road services. The following should be reflected on these references. (1) Description, type of gardening works completed (2) Client Company name, (3) Client contact details (email and telephone),	The service provider has submitted no information or inadequate information to determine a score. Shall be scored zero. The service provider has successfully submitted one (1) reference in grounds and gardening services.	15	30
		The service provider has successfully submitted a minimum of two (2) references in any gardening, ground, and gardening services.	30	
2	Management & CVs General experience for Site supervisor (total duration of verge maintenance/ bush clearing such as large-scale grass cutting and sweeping of roads activity)	The Tenderer must submit a CV with relevant experience. Site supervisor has experience of at least 1 year.	15	30
		The Tenderer must submit a CV with relevant experience. Site supervisor has experience of at least 2 years.	30	

3	Tools & Equipment/ PPE & prove of transport/ Bakkie. 1. Equipment for cutting of grass and trimming List	No response or submission, of equipment list or the applicable document was not submitted. Service providers has not submitted equipment and garden tools list score zero out of ten	0	
	2. Tools for trimming/pruning of trees and shrubs, road, kerbs and pavements List	List Provided/ List Not provided	10	
	3. Gardening tools and equipment for sweeping of roads Sweeping of roads List.	List Provided/List Not provided	10	
	4. Transport/bakkie for collection and disposal of gardening wastes.	Prove Provided/Prove Not provided	10	
	5.PPE	List Provided/List Not Provided	10	
	Total			40
				100

Minimum score for Technical Evaluation is 60 points.

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.

1.4 STEP FOUR: Evaluation and Final Weighted Scoringa) **Price and TCO Criteria** [Weighted score 80 points]:

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

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

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

Where:

- Ps = Score for the Bid under consideration
 Pt = Price of Bid under consideration
 $Pmin$ = Price of lowest acceptable Bid

b) **Specific Goals** [Weighted score 20 point]

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

1.5 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).

1.6 STEP SIX: Objective Criteria (if applicable)

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

- Skills Transfer and Capacity Building for Transnet;
- Impact on Transnet's Return On Investment;
- Rotation of Suppliers to promote opportunities for other suppliers, by overlooking a supplier that has been awarded business repeatedly overtime in order to benefit other suppliers in the market;
- the tenderer:
 - is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,

- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- has the legal capacity to enter into the contract
- is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- complies with the legal requirements, if any, stated in the tender data and
- is able, in the option of the employer to perform the contract free of conflicts of interest.
- all Risks identified during a risk assessment exercise/probity check (which may be conducted by an authorised third party) that would be done to assess all risks, including but not limited to:
 - the financial stability of the bidder based on key ratio analysis, which would include, but not be limited to Efficiency, Profitability, Financial Risk, Liquidity, Acid Test, and Solvency;
 - a due diligence to assess functional capability and capacity. This could include a site visit;
 - A commercial relationship with a Domestic Prominent Influential Person (DPIP) or Foreign Prominent Public Official (FPPO) or an entity of which such person or official is the beneficial owner; and
 - Reputational and Brand risks

1.7 STEP SEVEN: Award of business and conclusion of contract

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

2 Validity Period

Transnet requires a validity period of 90 [ninety] Business Days from the closing date of this RFQ, excluding the first day and including the last day.

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

3 Disclosure of contract information

Prices Quoted

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

4 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 RFQ <u>will</u> result in a Respondent's disqualification.</i>
Returnable Documents Used for Scoring	<i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</i>
Essential Returnable Documents	<i>Failure to provide essential Returnable Documents <u>will</u> result in Transnet affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.</i>

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

a) Mandatory Returnable Documents

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

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 4 : Quotation Form	

b) Returnable Documents Used for Scoring

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

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 7 of this RFQ (Valid B-BBEE certificate or Sworn- Affidavit as per DTIC guidelines)	
Respondent's valid proof of evidence to claim points for compliance with Specific Goals' requirements as stipulated in Section 7 of this RFQ	
Reference letter or certificate of completion for Gardening Maintenance	
Management & CV with relevant experience	
List of Tools & Equipment/ PPE & prove of transport/ Bakkie.	

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]
SECTION 5: Certificate of Acquaintance with RFQ Documents	
SECTION 6: RFQ Declaration and Breach of Law Form	
SECTION 8: Protection of Personal Information	
SECTION 1: SBD1 Form	
Valid COIDA Certificate	

5 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 RFQ. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

SECTION 4

QUOTATION FORM

I/We _____

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

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

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

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

Price Schedule

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

Refer an Annexure A

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

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

Notes to Pricing:

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

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

- All Prices must be quoted in South African Rand, inclusive of VAT
- 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 price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- e) 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.

Respondent's Signature

Date & Company Stamp

SECTION 5

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

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

1. Transnet's General Bid Conditions
2. Standard RFQ Terms and Conditions for the supply of Goods or Services to Transnet
3. Transnet's Supplier Integrity Pact
4. Non-disclosure Agreement

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

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

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

The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFQ documents included in the RFQ as a returnable document, is found not to be true and/ or 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 6

RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Quotation [**RFQ**];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. At no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity Pact which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
6. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner;
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 Transnet 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 the Transnet;
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFQ; 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

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

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.

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;

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.

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.

- 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.

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

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 7: SPECIFIC GOALS POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.

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

1. GENERAL CONDITIONS

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR B-BBEE Level of contributor – Level 1 and 2 Majority Black Youth Owned Entities Majority Black women Owned entities Entities Owned by People with Disability (PWD)	20
Total points for Price and Specific Goals must not exceed	100

- 1.6 Failure on the part of a bidder to submit proof of specific goals together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"** means:
 - 1) B-BBEE status level certificate issued by an unauthorised body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise in terms of a Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s	=	Points scored for comparative price of bid under consideration
P_t	=	Comparative price of bid under consideration
P_{\min}	=	Comparative price of lowest acceptable bid

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor (1 or 2)	5
Majority Black Youth Owned Entities	5
Majority Black women Owned entities	5
Entities Owned by People with Disability (PWD)	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Majority Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Majority Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability

- 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

- 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 any of the enterprises below:

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

Any QSE		
---------	--	--

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraphs 4.1 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 4.1 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period

not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(f) forward the matter for criminal prosecution.

WITNESSES	
1.
2.

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

SECTION 8

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 RFQ, 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 RFQ 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 RFQ, 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 RFQ (physically, through a computer or any other form of electronic communication).

9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFQ, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFQ 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 RFQ is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: _____

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

TRANSNET NATIONAL PORTS AUTHORITY

A DIVISION OF TRANSNET LIMITED
(Registration No. 1990/000900/30)

INVITES TENDERS

FOR THE PROVISION OF GARDENING SERVICES WITHIN THE PORT OF
MOSSELBAY FOR **THIRTY SIX (36) MONTHS**

1. INVITATION TO SUBMIT A TENDER

1.1. Tenderers are hereby invited to tender for the provision of gardening services for **Thirty Six (36) months** at the Port of Mosselbay, South Africa.

1.2. Only tenderers who:

- have 1-5 /more years with proven experience in the provision of gardening services,
- are registered with the Department of Labour and Bargaining Council should apply,
- Must have and submit returnable documents as listed under item number 6, are eligible to submit tenders
- Company Registration Certificate

2. SPECIAL CONDITIONS AND SPECIFICATIONS

2.1. GENERAL DESCRIPTION OF WORK:

2.1.1 The work to be carried out on this contract consists of:

a) PROVISION OF GARDENING SERVICES WORKING SCOPE

- i. The routine gardening services of Port Premises and other facilities such as un-occupied leasable areas, roads, port entrances, embankments grass cutting, tree felling and pruning, bush clearing flower beds, de-weeding, fire barrier on boundary fence line, brick paving de-weeding small tree trimming ,storm water drainage channelling catch pits and manhole etc. that are indicated under item section 3.1.1 for details.
- ii. The Summer Season Bush and fire boundary clearing off areas identified around the port.
- iii. Servicing cleaning and monitoring of Truck Wash Bay in Spine Road 2 time per month and cleaning of separation tank and applying environmentally chemical as and when required to contain odour/smell
- iv. Cleaning of station complex in managing grass cutting and bush clearing area against fence line and rail track monthly
- v. Cleaning of area behind GoodsShed of debris, grass cutting and bush clearing

b) PROVISION OF ROOF GUTTER CLEANING TWICE PER YEAR WHEN INSTRUCTED

- i. The serving inspections and removing of debris from roof gutter clean twice a year when instructed should be provided including the require equipment for access to roof at a maximum height of 12 metres, for Transnet National Ports Authority (TNPA) buildings if required. Requirements working at

heights certification for employees including full medicals that is a Occupational Risk Base Medical (see section 3.2)

- ii. Furthermore the work shall cover any other work arising out of or incidental to the foregoing which may be required for the proper completion of the work in accordance with the true meaning and intent of the contract documents.

2.2. SCHEDULE OF PRICES AND ESCALATION:

2.2.1 TENDERERS must complete the accompanying Schedule of Prices in black ink and must submit it with their tenders.

- i. The prices and rates submitted in the Schedule of Prices shall be deemed to be fixed and shall not be subject to escalation during the contract period. Labour increases shall be built into the price.
- ii. Tenderers are required to quote for all area stipulated as per pricing schedule.
- iii. All materials and gardening equipment shall be provided by the Tenderer **including black bags, gardening equipment and certified equipment for working at heights as well as transportation of all vegetation and tree off cuts for removal.**
- iv. TNPA reserves the right to approve cleaning materials and equipment, insecticides and chemicals prior to the use thereof.

2.2.2 TENDERERS are obliged to submit tenders for all areas and port grounds listed in the Schedule of Prices.

TENDERERS must note that Transnet National Ports Authority reserves the right to exclude the any gardening services of certain premises from the contract or to award portions of the work to different Tenderers.

2.3. DURATION OF CONTRACT:

2.3.1 The Tenderer to be concluded with the successful TENDERER will be valid for a period of **Thirty Six (36) MONTHS** from the start date of the contract.

2.4. HOURS OF WORK:

2.4.1 The working hours are from 07:30 am to 4:00 pm, making a total of eight (8) working hours and thirty (30) minute break which shall start at 12:00 pm.

These hours should be further discussed and finalized on award of the RFP.

3. SCOPE OF REQUIREMENTS FOR ALL AREAS, AT ALL SITES:

3.1. GARDENING SERVICES

The services to be provided should be carried out in such a manner as to generally maintain a clean and tidy condition in all the sites indicated below, as specified in the Schedule of Quantities and Prices.

The scope of the services to be rendered shall include but shall not be limited to the following general specifications:

3.1.1. ROUTINE GARDENING SERVICES – OFF PORT COMMON USER AREA PUBLIC AREAS AND ALL VACANT PROPERTIES TO BE CLEANED AT PORT OF MOSSELBAY:

a) Below are all areas and facilities E.G. SLIPWAY to be cleaned routinely and typical gardening services required per area

Site: Areas to be cleaned	Duties/Services	Timeframe	
Port Main Gate Entrance 1,2,3 & Quay 4 Entrance / Main Substation and Pencil Tank Area @ Gate 1 -	<ul style="list-style-type: none"> Daily picking of papers, sweeping paving and road channels from sand Weekly clearing of any weeds between paving; inspection and cleaning of catch storm water catch pits <i>once a week</i> Daily at gate 2 picking of leaves Monthly de-weeding and minimal grass cutting <i>Pencil Tank Area</i> and de-weeding of <i>Main Electrical Sub Station</i> 	Daily Weekly scenario Daily Monthly	
Site	Areas to be cleaned	Timeframe	
Church Street and LHS & RHS embankment	<ul style="list-style-type: none"> Weekly sweeping of SW Channels and picking papers on embankments Left and Right side of road. Cleaning of SW Catchpit. Monthly de weeding and cutting of grass on both embankment of <i>Church Street</i> 	Weekly Monthly	
Recreational Paved Parking Area Behind Yacht Club:	<ul style="list-style-type: none"> Daily: Monitoring paved area need and tidy, sweeping, and removing of blown sand and papers of paved parking area. De-weeding of Road Paved Area. 	Daily Rate only or provisional sum	

Site: Areas to be cleaned	Duties/Services	Timeframe	
	<ul style="list-style-type: none"> • Ad-hoc; applying solvent on paving blocks due vehicle oil leaks markings as and when instructed by TNPA • Monthly cutting of grass area embankment at <i>Monroe Beach</i> and next to rail line and fence, De weeding and picking of papers as and when required monthly • <i>Yacht Club:</i> Trimming of trees and cutting of grass and de-weeding and picking up leaves as and when instructed 	<p>Monthly</p> <p>Weekly</p>	
Site	Areas to be cleaned	No of Times	
<p>Around Biblia and Common User Area Quay 4</p> <p>Dispose weeds and debris on own account and not on site.</p> <p>Report any spillages that could impact the environment around Q4 and around Port from Port Users</p>	<ul style="list-style-type: none"> • Monthly sweeping of paved area around <i>Biblia</i> and de-weeding • De-weeding of <i>Quay 4</i> area complete along buildings and around quay space including back of Quay 4 de-weeding. • Sweeping of sand as and when required along buildings and long shed. • Cleaning of Stormwater Catchpits as and when required • Cleaning of Gutter Systems at Long shed building and all offices buildings on Quay 4 including Biblia as per instruction once per year 	<p>Monthly</p> <p>Monthly</p> <p>Ad hoc / Prov. sum</p> <p>Ad hoc / Prov. Sum</p> <p>Twice per year</p>	
Site	Areas to be cleaned	No of Times	
<p>House No 65 in Bland Street</p>	<ul style="list-style-type: none"> • Once per month cutting of Grass and de-weeding • Cutting Hedging 4 Times per year • Cleaning of Gutter Systems of house and 	<p>Monthly</p> <p>Quarterly</p> <p>Ad hoc</p>	

Site: Areas to be cleaned	Duties/Services	Timeframe	
	garage as per instruction		
Site	Area to be Cleaned	No of Times	
Walk-On Moorings & Washbay	<ul style="list-style-type: none"> Controlling of Obnoxious weeds, controlling dirt and bins and old oil disposal from vessel maintenance of small craft repairs, monitoring and informing the port off those that dispose oils illegally. General housekeeping. 	Weekly Monitoring/ Weekly Cleaning	
Anchor Site/Dam Gate 1	<ul style="list-style-type: none"> Monthly: De-weeding surrounding area and cutting of embankment grass 	Monthly	
Site	Area to be Cleaned	No of Times	
Spine Road	<p>Weekly: De-weeding along spine road and stone wall, picking of papers and debris, sweeping complete road cleaning SW catch pits</p> <p>Weekly: Cleaning of Wash bay catch pit and drainage rinse <i>once a month</i> and empty separation bin in manhole</p> <p>Yearly: Cutting of overhang palm branches and remove old palm branches from palm trees 4No <i>Yearly</i></p>	Weekly Weekly/monthly Yearly	
Vincent Jetty Road	<p>Weekly: De-weeding along spine road and stone wall, picking of papers and debris, sweeping complete road cleaning SW catch pits</p> <ul style="list-style-type: none"> Including Vincent Jetty around Guard House 	Weekly	
Around Main Administration Building	<ul style="list-style-type: none"> Weekly: De-weeding along spine road picking of papers and debris, sweeping complete with planting areas and paving de-weeding around admin building. Sweeping paved area and parking area back 	Weekly	

Site: Areas to be cleaned	Duties/Services	Timeframe	
	<ul style="list-style-type: none"> and front of Amin building • Maintaining Pot Plants around admin building • Twice per year cleaning of gutters 	<p>Weekly</p> <p>Twice per year</p>	
Parking area and around Marine Park Homes.	<ul style="list-style-type: none"> • General housekeeping, sweeping of paving and cutting of grass and de-weeding 	Weekly	
Slipway:	<ul style="list-style-type: none"> • Once per month Hand Pruning of small trees around slipway area, grass cutting and general gardening housekeeping. • Twice per Month cleaning of slipway general and housekeeping e.g. neatly stacking of slipway building blocks • Once per Month Cleaning and de-weeding back of slipway yard, including general housekeeping stacking of equipment and building material as when required 	<p>Monthly</p> <p>Twice per month</p> <p>Monthly</p>	
Tree Cutting Once per year	<ul style="list-style-type: none"> • Once per year Major tree cutting once per year, <i>1 No Tree entrance at Gate 2, 2 No back of slipway 1 No flames building, 3 no Station Complex, 2 No Security House</i> 	As and when instructed	
Cannery Road	<ul style="list-style-type: none"> • Once per month de-weeding along Cannery Road and grass cutting of complete embankment approx...300m long x 8 wide, picking of papers and debris, sweeping complete road cleaning SW catch. • Monthly Preventative measure for any over growth of bush on left embankment along fence line 	<p>Monthly</p> <p>Monthly</p> <p>Ad hoc</p>	

Site: Areas to be cleaned	Duties/Services	Timeframe	
	<ul style="list-style-type: none"> • Once off bush clearing along fence line 		
Security House	<ul style="list-style-type: none"> • Monthly: De-weeding and cutting of grass area around house and debris, sweeping complete with planting areas and paving de-weeding around house building. Sweeping paved area and parking area back and front • Cleaning of gutters <i>as and when required</i> 	<p>Weekly Monitoring</p> <p>Monthly Cleaning/de weeding ect.</p>	
I&J Road /Gate 3	<ul style="list-style-type: none"> • Monthly Grass cutting and de-weeding next to fence line sea side, sweeping of road, cleaning of storm water catch pits, sweeping of parking area at Viking parking area. • Monthly Ad-hoc gardening Services at un occupied premises I & J Grass cutting and de-weeding. Monthly Cleaning of Quay 3 and 2 general house keeping • 4 times per year Sweeping sand and debris from <i>break water</i> 200m long x 10m wide 	<p>Monthly</p> <p>Monthly</p> <p>Quarterly</p>	
Station Complex	<ul style="list-style-type: none"> • Once- off Bush clearing next to back rail line, thereafter maintain with grass cutting Monthly • Monthly Maintenance of embankment de-weeding removal of obnoxious trees once -off 	<p>Once-Off Bush Clearing</p> <p>Monthly Gardening Services</p>	
Boat Building Area Back of Good Shed	<ul style="list-style-type: none"> • Once –Off Bush Clearing • Monthly Gardening Maintenance of complete Area 	<p>Once –Off Bush Clearing Monthly Gardening Services</p>	
Truck Wash Bay	Servicing cleaning and monitoring of Truck Wash Bay in Spine Road and	2 times per month	

Site: Areas to be cleaned	Duties/Services	Timeframe	
	cleaning of separation tank and applying environmentally chemical as and when required to contain odour/smell •		
Bush Clearing	m^2	Once- Off per area	
Tree - Felling	Ea.	Once per year	
Grass Cutting	m^2	Monthly	
De-weeding		Monthly	
1 meter Fire barrier 4km		Twice a year	

No	Description	Unit	Qty	Rate	Amount	BOQ Period Year 1		
						Qty	Weekly	Monthly
1	<u>Mowing and edging of lawns</u>	<u>m²</u>	-	-	-	-	-	-
	Admin Bldg. & Workshop Area	m²	259,73					Once per Mth
	Sea Vuna grass area	m²	131,5					Once per Mth
	Top of Wash Bay Area weed area to be cut	m²	320					Once per Mth
	Spine Rd at Mini Sub	m²	20,16					Once per Mth
	Vintcent Jetty Rd	m²	163					Once per Mth
	Revetment V.J. behind Containers Port Manager's Office	m²	192,5					Once per Mth
	Along fence revetment fence Slipway	m²	200					Once per Mth
	Cannery Rd. Embankment <ul style="list-style-type: none"> • Once per month de-weeding along Cannery Road and grass cutting of complete embankment approx...300m long x 8 wide, picking of papers and debris, sweeping complete road cleaning SW catch. • Monthly Preventative measure for any over growth of bush on left embankment along fence line Once off bush clearing along fence line	m²	1740					Every 2nd Mth
	NSRI Fence	m²	24					Every 2nd Mth
	Civil Workshop Outside Boundary Fence	m²	97					Every 2nd Mth
	Recreational Rd. Pave and Side Walk De-weeding	m²	1Km					Monthly .
	I&J Road	m²	400					Once per Mth.
	Security House Kloof Street	m²	250					Once per Mth.
	Grass Area next to fence at gate 3	m²	1000					Twice a year
	Grass cutting behind Yacht Club and Embankment at Monroe Beach	m²	2000					4 times per year
2	<u>Cultivation, weeding of beds and general pruning</u>	<u>m²</u>	-	-	-	-	-	-
	Civil workshop and Admin Bldg.	m²	45				Once per week	
	Gate No 2 raking of leaves and small flower bedding	m²	112				Once per week	
	Gate No 3 entrance and back of guard house de-weeding	m²	600					Once per Mth
	Security House No1 Kloof Street	m²	300					Once per Mth

	Back of Civil Workshop	m ²	430					Once per Mth
3	Application of herbicide to lawns and beds (Labour)	m ²	1000			m ²		
<u>4</u>	<u>Trimming of all trees (Palm trees)</u>	<u>No</u>	<u>15</u>	-	-	4 No		
	Gate 2 Trimming of Rubber Tree		1					Twice per yr
	Slipway Trimming & Cutting of Trees		3					Twice per yr
	Security complex trimming		4					Monthly
	Civil workshop cutting & trimming		3					Monthly
	Old Flames Building		5					
<u>5</u>	<u>Ad-hoc services (around the Port including Recreational Area) and cleaning of storm water catch pits only</u>	<u>No</u>	<u>20</u>	-	-			
	Spine Road							Twice per year
	Gate 1							Twice per year
	Gate2							
	Gate 3							
	Quay 4 Entrance							
	Next to Break water wall Quay3							
	Vintcent Jetty Rd.							
<u>6</u>	<u>Maintaining the Slipway</u>	<u>m²</u>	<u>1000</u>	-	-			Once Per Mth
-	General Cleaning	-	-	-	-			
-	<ul style="list-style-type: none"> • Once per month Hand Pruning of small trees around slipway area, grass cutting and general gardening housekeeping. • Twice per Month cleaning of slipway general and housekeeping e.g. neatly stacking of slipway building blocks • Once per Month Cleaning and de-weeding back of slipway 	-	-	-	-			Monthly Twice month per Monthly

	yard, including general housekeeping stacking of equipment and building material as when required							
<u>7</u>	<u>Vintcent Jetty, Quay 4 and Quay 2 and 3</u>	-	-	-	-			Monthly
-	Sweeping and De- weeding	-	-	-	-			
<u>8</u>	<u>Maintaining all unoccupied leased grounds. Quay 5, 4, 2</u>	<u>m²</u>	<u>3000</u>	-	-			
	I&J Grounds							One Per Mth
	Quay 4 KNUCKLE Site							One Per Mth
	Walk –on- Moorings • Controlling of Obnoxious weeds, controlling dirt and bins and old oil disposal from vessel maintenance of small craft repairs, monitoring and informing the port off those that dispose oils illegally. General housekeeping.	<u>m²</u>	750					One Per Mth
<u>9</u>	<u>Roads: Spine road, I&J Road and sidewalks. Access road recreational road and road leading to Vintcent Jetty Bridge Church Street</u>	-	<u>As required/per road</u>	-	-			
-	Sweeping of all Port Roads • Monthly Grass cutting and de-weeding next to fence line sea side, sweeping of road, cleaning of storm water catch pits, sweeping of parking area at Viking parking area. • Monthly Ad-hoc gardening Services at un occupied premises I & J Grass cutting and de-weeding. Monthly Cleaning of Quay 3 and 2 general house keeping 3 times per year Sweeping sand and debris from <i>break</i>	-	-	-	-			Every 2nd wk

	<i>water</i> 200m long x 10m wide: Once every Quarter							
10	<u>Un leased Grounds opposite Security House at New Park Home</u>	<u>m²</u>	<u>Provisnal sum</u>	<u>R 30 000,00</u>	-	-	-	-
-	-	-	-	-	-	-	-	Once -off per yr
11	<u>I&J Site</u>	<u>m²</u>	<u>3000</u>	-	-	-	-	As and when
-	De-weeding	-	-	-	-	-	-	-
12	<u>Maintaining all entrances to the Port gates 1, 2, 3, 4</u>	<u>m²</u>	-	-	-	-	-	Once per wk
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
13	<u>Church Street Bridge embankments</u>	<u>m²</u>	-	-	-	-	-	-
	Church Str. Bridge Embankment LHS	m²	257					Every 6th Mth
	Church Str. Bridge Embankment RHS	m²	430					Every 6th Mth
14	<u>Internal Boundary fence in port</u>	<u>km</u>	<u>2</u>	-	-	-	-	-
-	<u>1 meter Fire barrier</u>	-	-	-	-	-	-	-
15	<u>Maintaining Civil Depot Yard</u>	-	<u>Provisional</u>	-	-			Once - per yr
-	Cutting of 3 No big trees including de rooting	-	<u>30 000</u>	-	-			
	<u>Station Complex</u>		<u>Provisional R 25 000 Once -Off</u>	-	-			Once -off
	<ul style="list-style-type: none"> Once- off Bush clearing next to back rail line, thereafter maintain with grass cutting Monthly Monthly Maintenance of embankment de-weeding removal of obnoxious trees once -off 	Monthly	Monthly Maintenance for station including rail line and platform and embankment					5 times per year
	<u>Truck Wash Bay</u>			-	-			Once per week
-	- Servicing cleaning and monitoring of Truck Wash	-	-	-	-			

	Bay in Spine Road and cleaning of separation tank and applying environmentally chemical as and when required to contain odour/smell							
-	Boat Building Area Back of Good Shed	-	-	-	-			
-	Once –Off Bush Clearing Monthly Gardening Maintenance of complete Area	-	-	-	-			
-	Anchor Site/Dam Gate 1 Monthly: De-weeding surrounding area and cutting of embankment grass	<u>m²</u>	<u>600 m²</u>	-	-			
-	<u>Adhoc Cleaning Services – all vacant leasable buildings:</u> -I&J Factory/Site De-weeding back of I&J Factory Area -House No 65 in Bland Street grass cutting and de-weeding -Station Complex • Internal Spine Road Boundary 1 m Fire barrier fence line - External to Port • Internal Fence line	-	<u>1200 m²</u> <u>600m²</u> <u>700mx 1,2m wide</u> <u>2,7 KM X 1,2M wide</u>	-	-			
16	<u>Administration requirements</u>	-	<u>Once-off</u>	-	-			
17	SHE file and SHE requirements		Once- off	-	-			
	14% VAT							
	Total contract value							

BOQ FOR YEAR 2

No	Description	Unit	Qty	Rate	Amount	Qty	Weekly	Monthly
<u>1</u>	<u>Mowing and edging of lawns</u>	<u>m²</u>	-	-	-	-	-	-
	Admin Bldg. & Workshop Area	m²	259,73					Once per Mth
	Sea Vuna grass area	m²	131,5					Once per Mth
	Top of Wash Bay Area weed area to be cut	m²	320					Once per Mth
	Spine Rd at Mini Sub	m²	20,16					Once per Mth
	Vintcent Jetty Rd	m²	163					Once per Mth
	Revetment V.J. behind Containers Port Manager's Office	m²	192,5					Once per Mth
	Along fence revetment fence Slipway	m²	200					Once per Mth
	Cannery Rd. Embankment <ul style="list-style-type: none"> • Once per month de-weeding along Cannery Road and grass cutting of complete embankment approx...300m long x 8 wide, picking of papers and debris, sweeping complete road cleaning SW catch. • Monthly Preventative measure for any over growth of bush on left embankment along fence line Once off bush clearing along fence line	m²	1740					Every 2nd Mth
	NSRI Fence	m²	24					Every 2nd Mth
	Civil Workshop Outside Boundary Fence	m²	97					Every 2nd Mth
	Recreational Rd.	m²	3,697.9					Twice per yr.
	I&J Road	m²	400					Once per Mth.
	Security House Kloof Street	m²	250					Once per Mth.
	Grass Area next to fence at gate 3	m²	700					Twice a year
<u>2</u>	<u>Cultivation, weeding of beds and general pruning</u>	<u>m²</u>	-	-	-	-	-	-
	Civil workshop and Admin Bldg.	m²	45				Once per week	
	Gate No 2 raking of leaves and small flower bedding	m²	112				Once per week	
	Gate No 3 entrance and back of guard house de-weeding	m²	600					Once per Mth
	Security House No1 Kloof Street	m²	200					Once per Mth
	Back of Civil Workshop	m²	230					Once per Mth

3	Application of herbicide to lawns and beds (Labour)	m ²	1000			m ²		
4	<u>Trimming of all trees (Palm trees)</u>	<u>No</u>	<u>15</u>	-	-	4 No		
	Gate 2 Trimming of Rubber Tree		1					Twice per yr
	Slipway Trimming & Cutting of Trees		3					Twice per yr
	Security complex trimming		4					Monthly
	Civil workshop cutting & trimming		3					Monthly
	Old Flames Building		5					
5	<u>Ad-hoc services (around the Port including Recreational Area) and cleaning of storm water catch pits</u>	<u>No</u>	<u>20</u>	-	-			
	Spine Road							
	Gate 1							
	Gate2							
	Gate 3							
	Quay 4 Entrance							
	Next to Break water wall Quay3							
	Vintcent Jetty Rd.							
6	<u>Maintaining the Slipway</u>	<u>m²</u>	<u>1000</u>	-	-			Once Per Mth
-	General Cleaning	-	-	-	-			
-	<ul style="list-style-type: none"> • Once per month Hand Pruning of small trees around slipway area, grass cutting and general gardening housekeeping. • Twice per Month cleaning of slipway general and housekeeping e.g. neatly stacking of slipway building blocks • Once per Month Cleaning and de-weeding back of slipway yard, including general housekeeping stacking of equipment and building material as when required 	-	-	-	-			Monthly Twice per month Monthly
7	<u>Vintcent Jetty, Quay 4 and Quay 2 and 3</u>	-	-	-	-			Monthly

-	Sweeping and De- weeding	-	-	-	-			
8	<u>Maintaining all unoccupied leased grounds. Quay 5, 4, 2</u>	<u>m²</u>	<u>3000</u>	-	-			
	I&J Grounds							One Per Mth
	Quay 4 KNUCKLE Site							One Per Mth
	Walk –on- Moorings • Controlling of Obnoxious weeds, controlling dirt and bins and old oil disposal from vessel maintenance of small craft repairs, monitoring and informing the port off those that dispose oils illegally. General housekeeping.	<u>m²</u>	<u>750</u>					One Per Mth
9	<u>Roads: Spine road, I&J Road and sidewalks. Access road recreational road and road leading to Vintcent Jetty Bridge Church Street</u>	-	<u>As required/per road</u>	-	-			
-	Sweeping of all Port Roads • Monthly Grass cutting and de-weeding next to fence line sea side, sweeping of road, cleaning of storm water catch pits, sweeping of parking area at Viking parking area. • Monthly Ad-hoc gardening Services at un occupied premises I & J Grass cutting and de-weeding. Monthly Cleaning of Quay 3 and 2 general house keeping 4 times per year Sweeping sand and debris from <i>break water</i> 200m long x 10m wide	-	-	-	-			Every 2nd wk
10	<u>Un leased Grounds opposite Security House at New Park Home</u>	<u>m²</u>	<u>Provisnal sum</u>	<u>R 30 000.00</u>	-	-	-	-
-	-	-	-	-	-	-	-	Once -off per yr

11	I&J Site	m²	3000	-	-	-	-	As and when
-	De-weeding	-	-	-	-	-	-	-
12	<u>Maintaining all entrances to the Port gates 1, 2, 3, 4</u>	m²	-	-	-	-	-	Once per wk
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
13	<u>Church Street Bridge embankments</u>	m²	-	-	-	-	-	-
	Church Str. Bridge Embankment LHS	m ²	257					Every 6th Mth
	Church Str. Bridge Embankment RHS	m ²	430					Every 6th Mth
14	<u>Boundary fence in port</u>	km	5	-	-	-	-	-
-	<u>1 meter Fire barrier</u>	-	-	-	-	-	-	-
15	<u>Maintaining Civil Depot Yard</u>	-	<u>Provisional</u>	-	-			Once - per yr
-	Cutting of 3 No big trees including de rooting	-	<u>30 000</u>	-	-			
	Station Complex			-	-			
	<ul style="list-style-type: none"> Once-off Bush clearing next to back rail line, thereafter maintain with grass cutting Monthly Monthly Maintenance of embankment de-weeding removal of obnoxious trees once-off 							
	<u>Truck Wash Bay</u>			-	-			Once per week
-	- Servicing cleaning and monitoring of Truck Wash Bay in Spine Road and cleaning of separation tank and applying environmentally chemical as and when required to contain odour/smell	-	-	-	-			
-	<u>Boat Building Area Back of Good Shed</u>	-	-	-	-			
-	<u>Once-Off Bush Clearing Monthly Gardening Maintenance of complete Area</u>	-	-	-	-			

-	Anchor Site/Dam Gate 1 Monthly: De-weeding surrounding area and cutting of embankment grass	<u>m²</u>	<u>600</u>	-	-			
-	<u>Adhoc Cleaning Services – all vacant leasable buildings:</u> <u>-I&J Factory/Site</u> <u>-House No 65 in Bland Street</u> <u>-Old Flames</u> <u>-Station Complex</u> • <u>Boundary 1 m Fire barrier fence line</u> - <u>External to Port</u> • <u>Internal Fence line</u>	-	-	-	-			
<u>16</u>	<u>Administration requirements</u>	-	<u>Once-off</u>	-	-			
<u>17</u>	SHE file and SHE requirements		Once- off	-	-			
	14% VAT							
	Total contract value							

BOQ FOR YEAR 3

No	Description	Unit	Qty	Rate	Amount	Qty	Weekly	Monthly
<u>1</u>	<u>Mowing and edging of lawns</u>	<u>m²</u>	-	-	-	-	-	-
	Admin Bldg. & Workshop Area	m²	259,73					Once per Mth
	Sea Vuna grass area	m²	131,5					Once per Mth
	Top of Wash Bay Area weed area to be cut	m²	320					Once per Mth
	Spine Rd at Mini Sub	m²	20,16					Once per Mth
	Vintcent Jetty Rd	m²	163					Once per Mth
	Revetment V.J. behind Containers Port Manager's Office	m²	192,5					Once per Mth
	Along fence revetment fence Slipway	m²	200					Once per Mth
	Cannery Rd. Embankment <ul style="list-style-type: none"> • Once per month de-weeding along Cannery Road and grass cutting of complete embankment approx...300m long x 8 wide, picking of papers and debris, sweeping complete road cleaning SW catch. • Monthly Preventative measure for any over growth of bush on left embankment along fence line Once off bush clearing along fence line	m²	1740					Every 2nd Mth
	NSRI Fence	m²	24					Every 2nd Mth
	Civil Workshop Outside Boundary Fence	m²	97					Every 2nd Mth
	Recreational Rd.	m²	3,697.9					Twice per yr.
	I&J Road	m²	400					Once per Mth.
	Security House Kloof Street	m²	250					Once per Mth.
	Grass Area next to fence at gate 3	m²	700					Twice a year
<u>2</u>	<u>Cultivation, weeding of beds and general pruning</u>	<u>m²</u>	-	-	-	-	-	-
	Civil workshop and Admin Bldg.	m²	45				Once per week	
	Gate No 2 raking of leaves and small flower bedding	m²	112				Once per week	
	Gate No 3 entrance and back of guard house de-weeding	m²	600					Once per Mth
	Security House No1 Kloof Street	m²	200					Once per Mth
	Back of Civil Workshop	m²	230					Once per Mth

3	Application of herbicide to lawns and beds (Labour)	m ²	1000			m ²		
4	<u>Trimming of all trees (Palm trees)</u>	<u>No</u>	<u>15</u>	-	-	4 No		
	Gate 2 Trimming of Rubber Tree		1					Twice per yr
	Slipway Trimming & Cutting of Trees		3					Twice per yr
	Security complex trimming		4					Monthly
	Civil workshop cutting & trimming		3					Monthly
	Old Flames Building		5					
5	<u>Ad-hoc services (around the Port including Recreational Area) and cleaning of storm water catch pits</u>	<u>No</u>	<u>20</u>	-	-			
	Spine Road							
	Gate 1							
	Gate2							
	Gate 3							
	Quay 4 Entrance							
	Next to Break water wall Quay3							
	Vintcent Jetty Rd.							
6	<u>Maintaining the Slipway</u>	<u>m²</u>	<u>1000</u>	-	-			Once Per Mth
-	General Cleaning	-	-	-	-			
-	<ul style="list-style-type: none"> • Once per month Hand Pruning of small trees around slipway area, grass cutting and general gardening housekeeping. • Twice per Month cleaning of slipway general and housekeeping e.g. neatly stacking of slipway building blocks • Once per Month Cleaning and de-weeding back of slipway yard, including general housekeeping stacking of equipment and building material as when required 	-	-	-	-			Monthly Twice per month Monthly
7	<u>Vintcent Jetty, Quay 4 and Quay 2 and 3</u>	-	-	-	-			Monthly

-	Sweeping and De- weeding	-	-	-	-			
8	<u>Maintaining all unoccupied leased grounds. Quay 5, 4, 2</u>	m ²	3000	-	-			
	I&J Grounds							One Per Mth
	Quay 4 KNUCKLE Site							One Per Mth
	Walk –on- Moorings • Controlling of Obnoxious weeds, controlling dirt and bins and old oil disposal from vessel maintenance of small craft repairs, monitoring and informing the port off those that dispose oils illegally. General housekeeping.	m ²	750					One Per Mth
9	<u>Roads: Spine road, I&J Road and sidewalks. Access road recreational road and road leading to Vintcent Jetty Bridge Church Street</u>	-	As required/per road	-	-			
-	Sweeping of all Port Roads • Monthly Grass cutting and de-weeding next to fence line sea side, sweeping of road, cleaning of storm water catch pits, sweeping of parking area at Viking parking area. • Monthly Ad-hoc gardening Services at un occupied premises I & J Grass cutting and de-weeding. Monthly Cleaning of Quay 3 and 2 general house keeping 4 times per year Sweeping sand and debris from <i>break water</i> 200m long x 10m wide	-	-	-	-			Every 2nd wk
10	<u>Un leased Grounds opposite Security House at New Park Home</u>	m ²	Provisnal sum	R 30 000.00	-	-	-	-
-	-	-	-	-	-	-	-	Once -off per yr

11	I&J Site	m²	3000	-	-	-	-	As and when
-	De-weeding	-	-	-	-	-	-	-
12	<u>Maintaining all entrances to the Port gates 1, 2, 3, 4</u>	m²	-	-	-	-	-	Once per wk
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
13	<u>Church Street Bridge embankments</u>	m²	-	-	-	-	-	-
	Church Str. Bridge Embankment LHS	m ²	257					Every 6th Mth
	Church Str. Bridge Embankment RHS	m ²	430					Every 6th Mth
14	<u>Boundary fence in port</u>	km	5	-	-	-	-	-
-	<u>1 meter Fire barrier</u>	-	-	-	-	-	-	-
15	<u>Maintaining Civil Depot Yard</u>	-	<u>Provisional</u>	-	-			Once - per yr
-	Cutting of 3 No big trees including de rooting	-	<u>30 000</u>	-	-			
	Station Complex			-	-			
	<ul style="list-style-type: none"> Once-off Bush clearing next to back rail line, thereafter maintain with grass cutting Monthly Monthly Maintenance of embankment de-weeding removal of obnoxious trees once-off 							
	<u>Truck Wash Bay</u>			-	-			Once per week
-	- Servicing cleaning and monitoring of Truck Wash Bay in Spine Road and cleaning of separation tank and applying environmentally chemical as and when required to contain odour/smell	-	-	-	-			
-	<u>Boat Building Area Back of Good Shed</u>	-	-	-	-			
-	<u>Once-Off Bush Clearing Monthly Gardening Maintenance of complete Area</u>	-	-	-	-			

-	Anchor Site/Dam Gate 1 Monthly: De-weeding surrounding area and cutting of embankment grass	<u>m²</u>	<u>600</u>	-	-			
-	<u>Adhoc Cleaning Services – all vacant leasable buildings:</u> <u>-I&J Factory/Site</u> <u>-House No 65 in Bland Street</u> <u>-Old Flames</u> <u>-Station Complex</u> • <u>Boundary 1 m Fire barrier fence line</u> - <u>External to Port</u> • <u>Internal Fence line</u>	-	-	-	-			
16	<u>Administration requirements</u>	-	<u>Once-off</u>	-	-			
17	SHE file and SHE requirements		Once- off	-	-			
	14% VAT							
	Total contract value							

3.2 Adhoc Cleaning Services – all vacant leasable buildings:

- I&J Factory/Site
- House No 65 in Bland Street
- Old Flames
- Station Complex
 - Boundary 1 m Fire barrier fence line
 - External to Port
 - Internal Fence line
 - Tree- Felling
- Bush Clearing Once – Off and monthly maintenance
- Storm water drainage channelling catch pits and manhole

4. REPLACEMENT OF STAFF

- 4.1 The Contractor shall be required to replace a gardening staff if Transnet proves that the cleaner is not providing the desired service, is apprehended for theft or if there is a breakdown in relationship between the gardener and the staff of Transnet National Ports Authority.
- 4.2 The Contractor shall ensure that the replacement or relief staff are available to undertake the work at any site around the Port should any of their appointed staff members are on leave or off sick.
- 4.3 Should additional staff be required for Ad-hoc Gardening Services the Contractor should made such staff available for the duration of the Ad-hoc Gardening Services

5. Schedule for routine Gardening Services

- 5.1 The Tenderer must provide his own methods of gardening services requirements. TNPA is typically providing the specifications below for guidance to the Tenderer.
 - 5.1.1 Areas should be done during summer period (preferable on weekends on request) and shall be as follows:
 - 5.1.2 Port Entrances to be monitored daily for any debris
 - 5.1.3 Monitor over grown grass area' and bush clearing
 - 5.1.4 The service shall include Ad-hoc gardening services as and when instructed at a set rate

6. STANDARD EQUIPMENT FOR GARDENING SERVICES :

- 6.1 All equipment necessary for the proper performance of the gardening services must be supplied and accounted for by tenderer.
- 6.2 All equipment to provide the services must be supplied by the tenderer,
- 6.3 Special equipment requirements for the gardening services shall be certified and have SOP and SWP. E.g. Ladders, License Vehicle with road worthiness, training certification of staff to operate specialise equipment if required.
- 6.4 The following minimum equipment shall be provided by the contractor and shall be replaced and or maintained by the Contractor.
- Garden spades x 2, road surface brooms x2
 - Weed eater petrol grass cutting machine x2
 - Grass cutting protection sheet 6m length x 2,5m high
 - Grass rakes x2
 - Wheelbarrow
 - Small gardening tools
 - Lawnmower – petrol driven
 - Garden Hose 30m x 2
 - Step Ladder – internal use e.g (3meter height reach)
 - Scrubbing brushes
 - Vehicle Bakkie
 - Grass cutting signage
 - Long reach cutting machine squeegee
 - Hedging scissors
 - Small hedging clippers
 - Road Cones x 6
- 6.5 Due to the special works once –off to buildings that need to have gutters to be cleaned, the following equipment must be used to provide the services effectively:

Special Equipment for the gardening services		
Item No.	Equipment	Areas to use on
1	Far reaching saw cutter	Back Of Port
2	Weed eater/ Lawnmower, Leave blower	
3	Special access equipment for tree felling and access to roofs to clean gutters	
4	Cherry Picker or High Rope Work	

7. DUTIES OF THE GARDENING CONTRACT SUPERVISOR:

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

- 7.1 Control of chemicals and training on equipment usage.
- 7.2 Training and communication of MSDS, risk assessments & safe working procedures to staff
- 7.3 On site liaison between TNPA and Tenderer.
- 7.4 Weekly inspections on the quality and standard of Port public area's and entrances to the Port for gardening services rendered and report weekly to TNPA. Check list sign off to be displayed off all areas
- 7.5 Reporting of any damages that may occur during grass cutting of the identified areas as per the contract e.g., broken glasses, plates, windows parked vehicles around the port etc. Will be held responsible and liable for repairs to any port users vehicular damage in and around the Port premises due to grass cutting and garden maintenance.
- 7.6 Be responsible for any injuries that may occur to staff during cleaning services to the TNPA SHE Department and Infrastructure Department
- 7.7 Reportable Incidents must be reported to the SHE Department, Infrastructure Department and to the Department of Labour.
- 7.8 Discipline of staff
- 7.9 Monitor time keeping
- 7.10 Issuing and monitor uniform & PPE usage. The PPE to be worn by cleaners and supervisor are safety shoes, hand gloves, dust masks, safety vest (in operational area) and any other PPE that may be necessary for the job specs.
- 7.11 Be the contact person between staff and own management in order to deal with day to day Issues
- 7.12 Perform inspections and monitoring staff
- 7.13 Must be on site for as frequent as necessary and at least four hours one day a week. He/she must be on site immediately when requested or needed for any particular issues.
- 7.14 To rotate the workers on a monthly basis and /or an adhoc basis
- 7.15 Update the SHE file onsite when there are changes from the SHE Department
- 7.16 Will be required to attend regular meetings with the TNPA representative and SHE Department Meetings when invited.

8. DUTIES OF GARDENING SERVICES:

Services MUST DO THE FOLLOWING:

- 8.1 The following duties must be carried out by gardeners to all areas and facilities indicated above (section 3.1)

Area	Duties
Grass Cutting	Monthly -
De-Weeding	All surface areas, daily/weekly -
Bush Clearing	General: As per instruction

Area	Duties
Sweeping	All surface areas, daily
Small Tree Pruning	General: Weekly Gardening Services -
Tree-Felling	General: As and when instructed -
Gutter Cleaning	General: As and when instructed -
Unoccupied Area's	General: As per instruction -
Port All Round	General: -
Truck Was Bay	2 Times per month services

9. GARDENING SERVICES MUST NOT DO THE FOLLOWING:

- 9.1 Do not perform any works outside the scope of work or any unpriced work
- 9.2 Do not perform personal assistance services to TNPA staff members e.g., washing and clean of personal cars or offices.
- 9.3 Do not perform any other duties that are not part of the contract if it will disrupt the schedule of the day.

10. SUPERVISION:

- 10.1 The Tenderer shall exercise supervision over the carrying out of the work and shall, for this purpose, have a suitably qualified supervisor inspecting the sites included in the contract present as frequently as necessary to ensure that high work standards are maintained.
- 10.2 All persons employed by the Tenderer for carrying out the work shall be competent and responsible.
- 10.3 If in the opinion of Transnet National Ports Authority any person employed by the Tenderer is inefficient, negligent, disrespectful or objectionable such person shall be removed by the Tenderer and shall be employed again once the person is trained and declared to be competent.
- 10.4 Tenderers are to provide details of their proposed risk assessment and work method of gardening services the of areas included in the contract.
- 10.5 Failure to provide information to item number 14.4 above will disqualify the tenderer from consideration.

11. GARDENING STAFF NUMBERS AND ALLOCATION

- 11.1 It must be noted by the Tenderer that the number of gardening staff and their allocation indicated under item 3.1.1a is a minimum of 1 employee recommended by TNPA. However, the Tenderer is ultimately responsible to

work out and decide how many staff they will allocate on site in order to meet the gardening services schedules.

- 11.2 TNPA requires the gardening Tenderer to meet all the schedules stipulated on this contract.

12.TO BE SUPPLIED BY THE TENDERER:

- 12.1 Unless elsewhere specifically stipulated, the Tenderer shall supply all labour, material, plant, transport, equipment and anything else of any description which may be required for the proper carrying out and completion of the work covered by this contract and he/she shall be deemed to have allowed for the costs of the afore-mentioned in his/her prices submitted in the Schedule of prices attached hereto.
- 12.2 The Port shall supply facilities such as mess and ablution facilities to change, but the tenderer must for their employees (lockers, etc. if required.)

13.TO BE SUPPLIED BY TRANSNET NATIONAL PORTS AUTHORITY:

- 13.1 Transnet National Ports Authority will supply water free of charge to the Tenderer for the purpose of completing specifically for gardening works.
- 13.2 However, the Tenderer will be expected to use water sparingly.

14.SITE INSPECTION:

Respondents shall visit the various areas and acquaint themselves with the nature of the work, the conditions under which it is to be executed, the means of access to these areas/facilities to be cleaned, any limitations or restrictions that may have been imposed by Transnet National Ports Authority, and in general with all matters that may influence or affect the contract and they shall be deemed to have allowed in their proposals for any additional costs involved due to the foregoing as no claims for any extras in connection with the nature or position of the SERVICE will be entertained.

15.UNIFORMS, PPE and SAFETY SHOES

- 15.1 The Contractor shall provide Transnet National Ports Authority with samples of their basic company uniform and PPE for approval purposes.
- 15.2 The Contractor shall replace the uniforms, PPE, safety shoes etc if they perish during the duration of the contract. The PPE must be inspected regularly and the PPE register must be completed monthly and recorded.
- 15.3 The Contractor shall ascertain that staff are adhering to wearing the correct uniform to perform gardening service required. Appropriate action to be taken against staff not complying
- 15.4 The Contractor shall ascertain that staff wears personnel protective clothing (PPE) at all times where necessary.
 - Safety shoes
 - Masks
 - Gloves (leather – for gardening staff)
 - Gloves (rubber – for operational staff)

- 15.5 The Contractor shall ensure that replacement or relief staff should also be provided with the necessary uniform and PPE.

16. MANAGEMENT:

- 16.1 Transnet National Ports Authority will delegate a responsible person from the infrastructure Department to engage with the Tenderer's Supervisor during the contract period.
- 16.2 The Tenderer will be advised in writing of the name of the appointed person at the time the contract is awarded to him/her.
- 16.3 The Tenderer shall thereafter not receive any instructions from any other employee of Transnet National Ports Authority unless formally advised to do so in writing.
- 16.4 Any queries or problems which the Tenderer may have in the execution of the contract work shall be directed to the appointed person (Infrastructure)
- 16.5 Should the Tenderer carry out any unauthorised instruction and work which is not on the contract such work will not be paid for.
- 16.6 The Tenderer shall attend regular contract meetings, including SHE meetings set up by the appointed person.

17. HEALTH, SAFETY AND ENVIRONMENTAL (SHE) REQUIREMENTS:

17.1 SHE FILE ONCE OFF SUBMISSION

- 17.1.1 The successful Tenderer is to submit (once off) a SHE file to TNPA for review and approval after the award. The general TNPA SHE file documentations are attached to this specification hereunder. Any additional SHE documentation shall be issued to the Tenderer by the Infrastructure Department after award of the Purchase Order.
- 17.1.2 The submitted SHE file should be as per TNPA index which will be provided by the SHE Department.

17.2 SHE FILE UPDATE

- 17.2.1 The SHE file is to be updated as per changes that may be made by the Tenderer or TNPA that affects TNPA SHE requirements and the SHE file must be kept on site by the gardening supervisor. The general TNPA SHE file documentations are attached to this specification hereunder.
- 17.2.2 The item no. below indicates the SHE File update and approval process during the contract period:
- 17.2.3 The SHE File will be audited by the TNPA SHE Department

17.3 SHE FILE UPDATE AND APPROVAL PROCESS

- 17.3.1 The SHE File shall be submitted to TNPA immediately after applicable changes e.g. staff replacement, use of different chemical etc. have been made by the Tenderer.
- 17.3.2 TNPA shall review the SHE file and provide the Tenderer with approval of or amendments to the Tenderer's SHE file.
- 17.3.3 In the case of any amendments / additional requirements to the submitted SHE documentations, the Tenderer shall submit their revised SHE File to TNPA immediately of receipt of the request to amend / submit missing information.
- 17.3.4 No site access will be granted if the SHE file has not been approved by TNPA. TNPA will conduct ad-hoc audits on the contractor.

17.4 COVID-19 REGULATIONS AND GUIDELINES

- 17.4.1 The Tenderer shall ensure that their employees obey all the COVID-19 regulations and guidelines as gazetted by the SA Government and TNPA.

18. GENERAL:

- 18.1 For the purpose of on-going cleanliness of Transnet National Ports Authority grounds, the Tenderer shall provide same day replacement of inducted staff should any absenteeism of any kind arise.
- 18.2 The Tenderer shall ensure that its employees and agents obey all road traffic regulations and the signage displayed in the common areas, when performing any form of gardening service and grass cutting or as may be directed by an authorized Transnet National Ports Authority employee or its agent, for safe and efficient port working.

The Tenderer indemnifies the Transnet National Ports Authority, its successors and assigns from and against any and all liabilities, injury, loss, damage, forfeitures, cost or expense, claims or causes of action caused by, resulting from, or relating in any way whatsoever to any release or threatened release of any pollutant, or contaminant into the environment, or exposure of any person thereto, or any adverse effect on the environment or injury to any person or property cause caused by or resulting from such pollutant or contaminant including noise, chemicals,

waste and etc. where such release, threatened release, exposure, adverse effect, or injury results or

resulted in whole or in part from the use of the premises by the Tenderer, or as a result of the Tenderer violation of any legislation which administers the protection of the environment.

- 18.3 Waste collection and disposal shall be in line with the requirements of TNPA, which would include disposal of waste as per waste recycling programme of the Port. Waste facilities will be provided by TNPA.

19. TRANSNET NATIONAL PORTS AUTHORITY REQUIREMENTS & RETURNABLE DOCUMENTS:

- 19.1 Tenderer to submit company profile and experience in the Gardening Services Industry.
- 19.2 Tendered to submit CVs of key management staff.
- 19.3 Tenderer to submit their program/schedule for gardening services.
- 19.4 Tenderer to submit their technical method statement.
- 19.5 Tenderer to submit a Safety, Health & Environment Plan (and Policy) of the company.
- 19.6 Tenderer to submit supporting documents e.g. certificates of accreditation and/or registration to gardening standards/authority.

Please note: All the above required documents will be used for scoring purposes on the technical evaluation attached as Annexure A. Therefore this section must be read in conjunction with the Annexure A (Technical Evaluation Criteria).

20.COMPLIANCE WITH STATUTES:

The Tenderer shall comply with but not limited to the following statutes, as indicated below or latest amendment thereof (it is the bidder's responsibility to keep themselves updated with the latest amendments of such):

22.1 OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS 85 OF 1993

- Should Tenderer employees use portable ladders, it shall comply with regulations under the said act.
- When floors are wet, appropriate signage shall be prominently displayed.
- When using chemicals proper personal protective equipment must be supplied and the employer must ensure that it is worn.
- A list of chemical products used on Transnet National Ports Authority premises must be provided together with the applicable 16-point material safety data sheet.

22.2 SOUTH AFRICAN NATIONAL STANDARDS 9001, 45001,14001 MANAGEMENT SYSTEMS

- The Tenderer must develop and be governed by the quality policy and environmental policy
- He/she must have good control of document management, document control and control of records
- Tenderer must have good monitoring and measurement systems in place
- Control of non-conforming product analysis of data improvements

22.3 CONTRACT GARDENING COUNCIL.

The Tenderer must be registered with the department of labour and obey its regulation

The Tenderer must be familiar with the following code of practice of the NCCA.

- GPAN0001 – MRSA
- GPAN0002 – Environmental Policy
- GPAN0003 – HIV and Aids
- GPAN0004 – OH&S
- GPAN0005 – MOU
- GPAN0006 – Personal Hygiene

22.4 COMPENSATION ON INJURY AND DISEASES ACT 130/1993:

- It is the condition of this specification that your workmen, and any sub-contractors, be covered in terms of the Compensation for Occupational Injuries and Diseases Act as amended.
- All injuries sustained on Transnet National Ports Authority premises must be reported to the client.
- In the event of an incident occurring on site, the Transnet National Ports Authority shall not be responsible for any costs, loss or damage incurred as a result of such.

22.5 NATIONAL ENVIRONMENTAL MANAGEMENT ACT NO. 107 OF 1998:

- Gardening Contractor is mandated to separate generated waste i.e general waste, recyclables(paper, plastic, cans etc) and hazardous waste
- Stock piling of waste longer than a week is prohibited, waste should be disposed off immediately if necessary.
- Cleaning Contractor will be inducted by the SHE Department on how to use TNPA Waste receptacles

22.6 **BASIC CONDITIONS OF EMPLOYMENT ACT:**

- The Tenderer shall ensure that it is compliant with all the provisions of the Basic Conditions of Employment Act with regards to its employment contracts with its employees.

This will include but not limited to compliance of:

- The Tenderer to treat its employees fairly and according with the act i.e. payment of remuneration on schedule, granting of leave days incl. maternity, family responsibility leaves, meal intervals and rest periods, prohibition of forced labour, and informing employees of their rights etc.

22.7 **LABOUR RELATIONS ACT:**

- The Tenderer shall ensure that it treats all employees in a fair and equitable manner and in accordance with the provisions of the Labour Relations Act.
- All labour related issue are to be communicated with the Contract Manager (TNPA)

23. COMPLIANCE MONITORING:

- 23.1 TNPA will be entitled to receive and investigate any complaints from employees of the tenderer and if the Tenderer is found to have contravened the provisions of the legislation, such contraventions shall constitute a breach of the service agreement for which the TNPA may impose a penalty and or initiate the cancellation of the service contract between itself and the Tenderer. Provisions to this effect will be included in the Service Contract to give effect hereto.

24 INDEMNITY:

- 24.1 Tenderer/service provider enters the property at own risk and thus waive any claims of any nature against TNPA or their employees, agents and/or mandatories in respect of any loss, damage and / or injury whether same is as a result of any negligent act on the part of the TNPA and or their employees, agents and/or mandatories or other independent Tenderers or subcontractors, or by third persons, or by way of defective equipment or materials supplied by TNPA and any of their Tenderers or suppliers, nothing at all exempted

25. TERMINATION OF CONTRACT

- 25.1 Transnet National Ports Authority reserves the right to terminate the contract at any time, by giving the CONTRACTOR three month's written notice.
- 25.2 The appointed gardening contractor may not subcontract more than 28% of the contract value to any other company.

27. PENALTIES

- 2.1 Should the CONTRACTOR fail to carry out the activities, a R250.00 (Two hundred rand) penalty will apply per area per occurrence.

28. CONTRACTOR COMPLIANCE FILE ASSESSMENT CHECKLIST

Date of inspection/ Evaluation: _____

Client		
Employer (Principal contractor)		
Registered name of the enterprise		
Trade name of the Enterprise		
Company Registration No		
SARS registration No(PAYE)		
UIF registration No		
COIDA registration no		
Relevant SETA for EEA purpose		
Industry sector		
Bargaining Council		
Contact person & position		
Contact number		
Site Address		
Postal Address		
Chief Executive Officer		
Chief Executive officer's email and contact number		
Health and Safety Representative		
Activities/ Service rendered		
Commencement date		
Completion date		
Site Phone		
Total number of employees on site:		
Female		
Male		
People with disabilities		

CONTRACTOR	Complying	Not Complying (i.e. Comments)	Not Applicable
1. Site Specific Organogram of reporting structure. This document must provide all persons appointed in terms of OHS Act No. 85 of 1993 including contact details. (rev, date, approval)			
2. Contractor scope of work information (Company Profile)			
3. Valid Letter of Good Standing with FEM/WCA: And proof of relevant insurances to carry out work.			
MANAGEMENT PLANS			
4. Copy of reference documents: Health & Safety, Security, Quality, Environmental, and other applicable Specifications Including a signed register of communication to Managers, Supervisors & Safety Officers			
5. Contractors Health and Safety Policy			
6. Site Specific Emergency Plan			
7. Contractors Traffic Management Plan (if applicable)			
8. Procedure for handling Hazardous Chemical Substance's and Applicable Safety Data Sheet (<i>if applicable</i>).			
APPOINTMENTS			
9. Fully completed appointments of the following (depends on the scope of work) but not limited to:			
• Sec. 16(2) – Delegated Authority (Assistant to the CEO)			
• CR 9(1) – Risk assessment			
• CR 10. (1)(a) – Fall Prevention Planner (<i>if applicable</i>)			
• CR 10. (2)(b) (fall risk) Physical & Psychological fitness			
• GSR 3.4 – First aider			
• CR 29 (h) – Fire Fighter			
• Sec 24, GAR 9(2) – Incident Investigator			
• GSR 13(a) – Ladder Inspector An abbreviated CV of the above appointed persons shall be attached to the appointment. Competency certificates will also be attached as required in specifications			
10. Elevated work training (Rescue/ Safety harnesses) – accredited Training (<i>If applicable</i>)			
11. Fall Protection Plan by competent person / Rescue Plan (<i>If applicable</i>)			
12. Contract/Project Specific Risk Assessment indicating the full scope of work and risk profile – High risk task inventory registers to be attached.			
13. Risk Assessment (HIRA), Method Statement, Safe Work Procedure to be generated for each specific task to be performed on the contract/project i.e. Site establishment, confined spaces, working at heights, working near water, excavations etc. Note: before establishment they can supply what they will start with – site establishment, fencing, clear & grub...so only request what is relevant at the time.			
14. PPE Policy and most recent issue register.			
INDUCTION			
15. Induction application forms completed for every employee of the contractor performing work on site; The following shall be attached:			
• Employee Dossier with applicable documentation;			
• Proof of site specific induction;			
• Copy of ID Document;			
• Legal Letter of Appointment;			

• Proof of competence i.e.: Artisans, drivers, operators etc.;			
• Valid medical certificate of fitness done by an Occupational Health Practitioner.			
REGISTERS			
16. Copy of equipment registers to be used with copy of each item's inspection checklist. The registers are not limited to the following, depends on the scope of work:			
• Site visitors register			
• Hand tools Inspection register			
• Barricading Inspection Register			
• Traffic Inspection Register			
• Daily Risk Assessment and Toolbox Talk			
• PPE Inspection Register			
• First Aid kit Inspection Register			
• Fire Fighting Equipment Register			
• Portable electrical Equipment Register			
• Pneumatic Tool Register			
• Compressor Checklist			
• Ladder Inspection Register			
• Vehicle Inspection Register			
• Working at Height Equipment Register			
INCIDENT/ACCIDENT MANAGEMENT			
17. Incident /Accident Management Procedure including reporting, recording and investigation of incidents and accidents			
18. Register of first aid injuries			
19. Register of reportable injuries to the Provincial Director			
OTHERS			
20. Training Matrix (Management, Supervisors and Employees)			
21. Copy of the OHS act and its Regulations , COID Act Regulations			
COVID 19			
22. Appointment Letter: COVID-19 Compliance officer			
23. Approved COVID 19 - Risk Assessment			
24. Approved COVID -19 Workplace Plan: Preventing and Managing COVID 19 infection in the Workplace			
25. Copy of OHS Directive: COVID-19 OCCUPATIONAL HEALTH AND SAFETY MEASURES IN WORKPLACES			

CONTRACTOR'S COMPLIANCE FILE REVIEW			
Date	Print Full Name	Designation	Signature
Status			
Approved			
Not Approved			
Reasons for not approving			

Compiled by:



Errol Baartman

Technical Manager: Port of Mossel Bay

Transnet National Ports Authority

Date: 29/09/2023

Recommended by:



Gert Ludick

Port Engineer: Port of Mossel Bay

Transnet National Ports Authority

Date: 02/10/2023

GENERAL BID CONDITIONS

[June 2022]

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1 DEFINITIONS

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

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Goods** shall mean the goods required by Transnet as specified in its Bid Document;
- 1.5 **Parties** shall mean Transnet and the Respondents to a Bid Document;
- 1.6 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.7 **RFP** shall mean Request for Proposal;
- 1.8 **RFQ** shall mean Request for Quotation;
- 1.9 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.10 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.11 **Service Provider or Supplier** shall mean the successful Respondent;
- 1.12 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.13 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.14 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

2 GENERAL

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

3 SUBMITTING OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 The Bid Documents must be completed in their entirety and Respondents are required to complete and submit their Bid submissions by uploading them into the system against each tender selected. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net.

4 USE OF BID FORMS

- 4.1 Where special forms and/or formats are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and/or formats and not in other forms and/or formats or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms and/or formats must be completed for submission.
- 4.3 Only if insufficient space has been allocated to a particular response may a Respondent submit additional information under separate cover using the Company's letterhead. This must be duly cross-referenced in the RFX.

5 BID FEES

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

6 VALIDITY PERIOD

- 6.1 The Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the bid.
- 6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change/s is as a direct and unavoidable consequence of Transnet's extension of the validity period.

7 SITE VISITS / BRIEFING SESSIONS

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

8 CLARIFICATION BEFORE THE CLOSING DATE

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

9 COMMUNICATION AFTER THE CLOSING DATE

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

10 UNAUTHORISED COMMUNICATION ABOUT BIDS

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

11 RETURNABLE DOCUMENTS

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

12 DEFAULTS BY RESPONDENTS

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

- 12.1 enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- 12.2 accept an order in terms of the Bid;
- 12.3 furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- 12.4 comply with any condition imposed by Transnet,

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

13 CURRENCY

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

14 PRICES SUBJECT TO CONFIRMATION

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

15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

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

16 EXCHANGE AND REMITTANCE

- 16.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Supplier/Service Provider, effect payment overseas directly to the foreign principal or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- 16.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 16.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the Exchange and Remittance section of the Bid Documents and also furnish full details of the principals or manufacturer to whom payment is to be made.
- 16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 16.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which the Goods/Services were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties.
- 16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

17 ACCEPTANCE OF BID

- 17.1 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 17.2 Where the Respondent has been informed by Transnet of the acceptance of its Bid, an email communication that has been successfully sent to the Respondent shall be regarded as proof of delivery to the Respondent 1 day after the date of submission.

18 NOTICE TO UNSUCCESSFUL RESPONDENTS

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

19 TERMS AND CONDITIONS OF CONTRACT

- 19.1 The Supplier/Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on a company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments /alternative(s) are acceptable or otherwise, as the case may be. Respondents will be afforded an opportunity to withdraw an unacceptable deviation, failing which the respondent will be disqualified.

20 CONTRACT DOCUMENTS

- 20.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- 20.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of acceptance, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- 20.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance, shall constitute a binding contract until the final contract is signed.

21 LAW GOVERNING CONTRACT

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

22 IDENTIFICATION

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

23 RESPONDENT'S SAMPLES

- 23.1 If samples are required from Respondents, such samples shall be suitably marked with the Respondent's name and address, the Bid number and the Bid item number and must be despatched in time to reach the addressee as stipulated in the Bid Documents on or before the closing date of the Bid. Failure to submit samples by the due date may result in the rejection of a Bid.
- 23.2 Transnet reserves the right to retain samples furnished by Respondents in compliance with Bid conditions.
- 23.3 Payment will not be made for a successful Respondent's samples that may be retained by Transnet for the purpose of checking the quality and workmanship of Goods/Services delivered in execution of a contract.
- 23.4 If Transnet does not wish to retain unsuccessful Respondents' samples and the Respondents require their return, such samples may be collected by the Respondents at their own risk and cost.

24 SECURITIES

- 24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of a Deed of Suretyship [Deed of Suretyship] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 For the purpose of clause 24.124.1 above, Transnet will supply a Deed of Suretyship form to the successful Respondent for completion and no guarantee in any other form will be accepted. A copy of such form will be supplied to Respondents on request. For this purpose a Deed of Suretyship form will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 [thirty] calendar days from the date of the letter of acceptance. No payment will be made until the form, duly completed, is delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Supplier/Service Provider to cancel the contract with immediate effect.
- 24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Supplier/Service Provider in relation to the conditions of this clause 244 will be for the account of the Supplier/Service Provider.

25 PRICE AND DELIVERY BASIS FOR GOODS

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

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

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

- a) Local Supplies - Prices for Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held in South Africa, to be quoted on a Delivered RSA named destination basis.
- b) Imported Supplies - Prices for Goods to be imported from all sources to be quoted on a Delivered Duty Paid [latest ICC Incoterms] basis, to end destination in South Africa, unless otherwise specified in the Bid Price Schedule.

26 EXPORT LICENCE

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

27 QUALITY OF MATERIAL

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

28 VALUE-ADDED TAX

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

28.2 In respect of foreign Services rendered:

- a) the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
- b) the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

29 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

29.1 Method of Payment

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.

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

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

29.2 Conditional Discount

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

30 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

30.1 Contract Quantities

- a) It must be clearly understood that although Transnet does not bind itself to purchase a definitive quantity under any contract which may be entered into pursuant to this Bid, the successful Respondent nevertheless undertakes to supply against the contract such quantities as may be ordered against the contract, which orders are posted or delivered by hand or transmitted electronically on or before the expiry date of such contract.
- b) It is furthermore a condition that Transnet will not accept liability for any material/stocks specially ordered or carried by the Respondent with a view to meeting the requirements under any such contract.
- c) The estimated planned quantities likely to be ordered by Transnet per annum are furnished in relevant section of the Bid Documents. For avoidance of doubt the estimated quantities are estimates and Transnet reserves the right to order only those quantities sufficient for its operational requirements.

30.2 Delivery Period

- a) **Period Contracts and Fixed Quantity Requirements**
It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.
- b) **Progress Reports**
The Supplier/Service Provider may be required to submit periodical progress reports with regard to the delivery of the Goods/Services.
- c) **Emergency Demands as and when required**
If, due to unforeseen circumstances, supplies of the Goods/Services covered by the Bid are required at short notice for immediate delivery, the Supplier/Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source.

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

31 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS

31.1 Copyright

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

31.2 Drawings and specifications

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

31.3 Respondent's drawings

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

31.4 Foreign specifications

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

32 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

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

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

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

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

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

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

- b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
- c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
- d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi*.

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

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

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

33 DATABASE OF RESTRICTED SUPPLIERS

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

34 CONFLICT WITH ISSUED RFX DOCUMENT

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

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NON DISCLOSURE AGREEMENT

[April 2020]

THIS AGREEMENT is made between

Transnet SOC Ltd [Transnet] [Registration No. 1990/000900/30]

whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

and

the Company as indicated in the RFP bid response hereto

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
 - 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or

- 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
 - 3.3.1 return all written Confidential Information [including all copies]; and
 - 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid without the prior written consent of the other party.
- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Bid and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Bid and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

- 1.1 Transnet and the Bidder / Supplier agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
 - a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
 - b) Enable Bidders / Suppliers to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.
- 2.3 Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process in a fair manner.
- 2.4 Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

3 OBLIGATIONS OF THE BIDDER / SUPPLIER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
- a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:
- a) The Bidder / Supplier will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and
 - b) The Bidder / Supplier will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.
- 3.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Bidder / Supplier of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
- 3.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.

- 3.8 Transnet may require the Bidder / Supplier to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Bidder/Supplier confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
 - Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2: make sure that they are not complicit in human rights abuses.
 - b) Labour
 - Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
 - Principle 4: the elimination of all forms of forced and compulsory labour;
 - Principle 5: the effective abolition of child labour; and
 - Principle 6: the elimination of discrimination in respect of employment and occupation.
 - c) Environment
 - Principle 7: Businesses should support a precautionary approach to environmental challenges;
 - Principle 8: undertake initiatives to promote greater environmental responsibility; and
 - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
 - d) Anti-Corruption
 - Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT BIDDING

- 4.1 For the purposes of this undertaking in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
- a) has been requested to submit a Bid in response to this Bid invitation;
 - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.
- 4.2 The Bidder has arrived at his submitted Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
- 4.3 In particular, without limiting the generality of paragraph 4.2 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Bid;

- e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
 - f) bidding with the intention of not winning the Bid.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her Bid relates.
- 4.5 The terms of the Bid as submitted have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
- 4.6 Bidders are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority **[NPA]** for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

5 DISQUALIFICATION FROM BIDDING PROCESS

- 5.1 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Transnet may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.
- 5.2 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3, or any material violation, such as to put its reliability or credibility into question, Transnet may after following due procedures and at its own discretion also exclude the Bidder / Supplier from future bidding processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Supplier and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- 5.3 If the Bidder / Supplier can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 DATABASE OF RESTRICTED SUPPLIERS

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Bid shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National

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

- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A supplier or contractor to Transnet may not subcontract any portion of the contract to a restricted company.
- 6.7 Grounds for restriction include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:
 - a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
 - b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
 - c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
 - g) has submitted false information regarding any other matter required in terms of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act which will affect the evaluation of a Bid or where a Bidder has failed to declare any subcontracting arrangements;
 - h) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - i) has litigated against Transnet in bad faith.

7 PREVIOUS TRANSGRESSIONS

- 7.1 The Bidder / Supplier hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Bidder's / Supplier's database or any bidding process.
- 7.2 If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

8 SANCTIONS FOR VIOLATIONS

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

- a) Immediately exclude the Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation to the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue;
- b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier;
- c) Recover all sums already paid by Transnet;
- d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments, already made by Transnet, along with interest;
- e) Cancel all or any other contracts with the Bidder / Supplier;
- f) Exclude the Bidder / Supplier from entering into any bid with Transnet and other organs of state in future for a specified period; and
- g) If the Supplier subcontracted a portion of the bid to another person without declaring it to Transnet, Transnet must penalise the Supplier up to 10% of the value of the contract.

9 CONFLICTS OF INTEREST

9.1 A conflict of interest includes, inter alia, a situation in which:

- a) A Transnet employee has a personal financial interest in a bidding / supplying entity; and
- b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:

- a) Private gain or advancement; or
- b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

Thus, conflicts of interest of any bid committee member or any person involved in the sourcing process must be declared in a prescribed form.

9.3 If a Bidder / Supplier has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Transnet employee / member of Transnet's Board of Directors in respect of a bid which will be considered for the bid process, the Bidder / Supplier:

- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
- b) must notify Transnet immediately in writing once the circumstances has arisen.

9.4 The Bidder / Supplier shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Bidder / Supplier.

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Transnet and its Bidder / Supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a restriction process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a supplier make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a supplier makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a supplier abuses the court process in order to gain a competitive advantage during a bid process.

11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the bidding processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 11.5 Should a Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders / Suppliers to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

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STANDARD TERMS AND CONDITIONS OF CONTRACT

between

TRANSNET SOC LTD

Registration Number 1990/000900/30

And

.....

Registration Number

FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF GARDENING SERVICES FOR A PERIOD OF THIRTY-SIX (36) MONTHS

CONTRACT NUMBER	TBA
DURATION	THIRTY-SIX (36) MONTHS
COMMENCEMENT DATE	TBA
EXPIRY DATE	TBA

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Schedule 1 – SCHEDULE OF REQUIREMENTS**1 SOLE AGREEMENT**

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

2 CONFORMITY WITH ORDER

Goods/Services shall conform strictly with the Order. The Supplier/Service Provider shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier/Service Provider warrants that the Goods/Services shall be fit for their purpose and of satisfactory quality.

3 DELIVERY AND TITLE

- 3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier/Service Provider's obligations under the Order.
- 3.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.
- 3.3 If on delivery, the Goods/services do not conform to the Order, Transnet may reject the Goods/Services and the Supplier/Service Provider shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Goods/Services at the Supplier/Service Provider's expense within the specified delivery times, without any liability due by Transnet

4 PRICE AND PAYMENT

- 4.1 Prices specified in an Order cannot be increased. Payment for the Goods/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.
- 4.2 Payment of the Supplier/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

5 NON-COMPLIANCE PENALTIES FOR SUBCONTRACTING

- a) Breach of subcontracting obligations provides Transnet cause to terminate the contract in certain cases where there is a material Non-compliance.
- b) If the Supplier/Service Provider fails to achieve its subcontracting commitments as per their bid submission ("a **Non-Compliance**"), the Supplier/Service Provider shall pay a Non-Compliance penalty ("Non-compliance Penalty") to Transnet in respect of such Noncompliance.
- c) Such penalty shall be calculated based on the difference in value between the committed and delivered subcontracting value (i.e. 100% of the undelivered subcontracting value) plus an additional 10% (ten per cent) of such difference.

Non-compliance Penalty Certificate:

- d) If any Non-compliance Penalty arises, the Supplier Development Manager shall issue a Non-compliance Penalty Certificate 90 business days before the expiry of the contract indicating the Non-compliance Penalties which have accrued during that period.
- e) A Non-compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the Supplier/Service Provider disputes any of the amounts set out in a Noncompliance Penalty Certificate:
 - the dispute shall be resolved in accordance with the provisions of the Agreement; and
 - if pursuant to that referral, it is determined that the Supplier/Service Provider owes any amount to Transnet pursuant to the Non-compliance Penalty Certificate, then the Supplier/Service Provider shall pay such amount to Transnet within 10 (ten) Business Days of the determination made pursuant to such determination and an accompanying valid Tax Invoice. **Payment of Non-compliance Penalties:**
- f) Subject to Clause (e) above, the Supplier/Service Provider shall pay the Non-compliance Penalty indicated in the Non-compliance Penalty Certificate within 10 (ten) Business Days of Transnet issuing a valid Tax Invoice to the Supplier/Service Provider for the amount set out in that certificate. If Transnet does not issue a valid Tax Invoice to the Supplier/Service Provider for Non-compliance Penalties accrued during any relevant period, those Non-compliance Penalties shall be carried forward to the next period.
- g) The Supplier/Service Provider shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from Transnet, failing which Transnet shall, without prejudice to any other rights of Transnet under this Agreement, be entitled to call for payment which may be in any form Transnet deems reasonable and/or appropriate.
- h) Should the Supplier/Service Provider fail to pay any Non Compliance Penalties within the time indicated above (as applicable), Transnet shall be entitled to deduct (set off) the amount not paid by the Supplier/Service Provider from the account of the Supplier/Service Provider in the ensuing month.
- i) The Non Compliance Penalties set forth in this Clause are stated exclusive of VAT. Any VAT payable on Non Compliance Penalties will be for the account of the Supplier/Service Provider.

6 PROPRIETARY RIGHTS LIABILITY

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

Supplier/Service Provider following a design or process originated and furnished by Transnet. The Supplier/Service Provider shall either

- a) procure for Transnet the right to continue using the infringing Goods/Services; or
- b) modify or replace the Goods/services so that they become non-infringing, provided that in both cases the Goods/services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier/Service Provider may remove, with Transnet's prior written consent, such Goods/services and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier/Service Provider shall have no liability in respect of any continued use of the infringing Goods/services after Supplier/Service Provider's prior written request to remove the same.

7 PROPRIETARY INFORMATION

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

8 PROTECTION OF PERSONAL INFORMATION

- a) The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Personal Information Act 4 of 2013 ("POPIA"): consent; person; personal information; processing; record; Regulator as well as any terms derived from these terms of the POPIA
- b) Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- c) Transnet agrees that in submitting any information or documentation requested in the RFP and in this Agreement, the Supplier/Service Provider consents to the processing of their personal information for the purpose of, but not limited to, risk assessment, contract award, contract management, auditing, legal opinions/litigation, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.

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

- i. they process personal information only for the express purpose for which it was obtained;
- ii. once processed for the purposes for which it was obtained, all personal information will be destroyed to an extent that it cannot be reconstructed to its original form, subject to any legal retention requirements;
- iii. Personal information is provided only to authorised personnel who strictly require the personal information to carry out the Parties' respective obligations under this

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

Agreement;

- v. they have all reasonable technical and organisational measures in place to protect all personal information from unauthorised access and/or use;
- vi. they have appropriate technical and organisational measures in place to safeguard the security, integrity and authenticity of all information in their possession or under their control in terms of this Agreement;
- vii. they identify all reasonably foreseeable internal and external risks to personal information in their possession or under their control; establish and maintain appropriate safeguards against the risks identified; regularly verify that the safeguards are effectively implemented; and ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;
- viii. such personal information is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access.

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

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

9.3. The Parties shall ensure that any persons authorized to process information on their behalf (including employees and third parties) will safeguard the security, integrity and authenticity of all information. Where necessary to meet this requirement, the Parties shall keep all personal

information and any analyses, profiles, or documents derived therefrom logically separated from all other information and documentation held by it.

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

9.5. The Parties agree that they will promptly return, destroy or de-identify any personal information in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected in relation to this Agreement, subject to any legal retention requirements. This may be at the request of the other Party and includes circumstances where a person has requested the Parties to delete all instances of their personal information. The information will be destroyed or de-identified in such a manner

that it cannot be reconstructed to its original form, linking it to any particular individual or organisation.

9.6. Personal Information security breach:

- a) Each Party shall notify the other party in writing as soon as possible after it becomes aware of or suspects any loss, unauthorised access or unlawful use of any personal information and shall, at its own cost, take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible. The Parties shall also be required to provide each other with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity of the unauthorised person who may have accessed or acquired the personal information.
- b) The Parties shall provide on-going updates on the progress in resolving the compromise at reasonable intervals until such time as the compromise is resolved.
- c) Where required, the Parties must notify the South African Police Service; and/or the State Security Agency and the Information Regulator and the affected persons of the security breach. Any such notification shall always include sufficient information to allow the persons to take protective measures against the potential consequences of the compromise.
- d) The Parties undertake to co-operate in any investigations relating to security which is carried out by or on behalf of the other including providing any information or material in its possession or control and implementing new security measures.

9 PUBLICITY

The Supplier/Service Provider shall not name Transnet or use its trademarks, service marks [whether registered or not] or Goods in connection with any publicity without Transnet's prior written consent.

10 NON-CONFORMANCE OF SERVICES PROCURED

10.1 In the case of services manufactured for and procured by Transnet from the Supplier/Service Provider in terms of this Agreement, being found not to conform to the Transnet standards, specifications and requirements, Transnet at any time may be entitled to raise a Non Conformance Report (NCR) against a Supplier/Service Provider whose Goods/ Services do not conform to Transnet standards, specifications and requirements directing the Supplier/Service Provider to investigate and remedy the nonconformance within the stipulated time frame as may be determined by Transnet at its discretion.

10.2 Failure by the Supplier/Service Provider to fully comply with NCR within the period stated in sub-clause 13.1 above, shall entitle Transnet to further conditions to which the Supplier/ Service Provider must discharge in order to close the NCR or to terminate the order without giving the Supplier/Service Provider written notice of termination in terms of this Agreement.

11 TERMINATION OF ORDER

11.1 Notwithstanding the date of signature hereof, the commencement date of this Order is **TBA** and will expire on **TBA**, unless:

- this Order 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 Order is extended at Transnet's option for a further period to be agreed by the Parties; or
- the allocated maximum contract value is depleted before the contract expiry date.

11.2 Transnet may cancel this Order in whole or in part at any time upon at least 30 [thirty] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Supplier/Service Provider or the Supplier/Service Provider commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier/Service Provider when such work on the Order shall stop.

11.3 Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total

amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.

- 11.4 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- 11.5 If the Goods/services are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Goods/services or any damage caused due to the failure or delay in the delivery.
- 11.6 Both parties to this agreement reserve the right to terminate this agreement:

- 13.6.1. If the other commits a material breach of this contracts and fails to remedy such breach within a stipulated time frame or within a reasonable time;
- 13.6.2. There is non-performance from either of the parties; or
- 13.6.3. If the other party is unable to perform its obligations under this agreement.

12 ACCESS

The Supplier/Service Provider shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier/Service Provider's employees. The Supplier/Service Provider shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

13 WARRANTY

The Supplier/Service Provider warrants that it is competent to supply the Goods/services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Goods/services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to [inter alia] the Goods/services in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier/Service Provider hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

14 INSOLVENCY

If the Supplier/Service Provider shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier/Service Provider compounds with its creditors or passes a resolution for the writing up or administration of the Supplier/Service Provider, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

15 SUBCONTRACTING

15.1 The Supplier/Service Provider may only enter into a subcontracting arrangement with the approval of Transnet. If the Supplier subcontracts a portion of the contract to another person without declaring it to Transnet, Transnet must penalise the Supplier up to 10% of the value of the contract.

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

15.3 The Supplier/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.

15.4 The Supplier/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 Supplier, unless the contract is subcontracted to an Exempted Micro Enterprise (EME) that has the capability and ability to execute the subcontract.

16 PAYMENT TO SUB-CONTRACTORS

16.1 Transnet reserves the right, in its sole discretion, to make payment directly to the subcontractor 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 Supplier/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 Supplier/Service Provider, against the required standards.

16.2 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 Supplier/Service provider to demand that Transnet pay its sub-contractor directly. The decision to pay any sub-contractor directly, remains that of Transnet alone.

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

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

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

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

- a) Cession must only be applicable to the transfer of right to payment for goods/services delivered/rendered by a Supplier/Service Provider to an FSP or State Institutions;
- b) The written request for cession must be by the Supplier/Service Provider and not a third party; and
- c) The written request by the Supplier/Service Provider must be accompanied by the cession agreement.

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

18 SUPPLIER INTEGRITY PACT

The Supplier/Service Provider shall observe and ensure compliance with all requirements and objectives of the Transnet Supplier Integrity Pact as agreed to in response to the RFQ. 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;

19 DATABASE OF RESTRICTED SUPPLIERS

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

20 NOTICES

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

21 LAW

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier/Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier/Service Provider does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

22 GENERAL

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 5, 6, 7, 8 and 10. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

23 COUNTERPARTS

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

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

SIGNED for and on behalf of Transnet SOC Ltd duly authorised hereto	SIGNED for and on behalf of duly authorised hereto
Registration Number 1990/000900/30	Registration Number
Signature	Signature
Name: GERT LUDICK	Name:
Position: PORT ENGINEER	Position:
Date:	Date:
Place:	Place:
AS WITNESS: Signature Name	AS WITNESS: Signature Name

