



TRANSNET FREIGHT RAIL

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP] ERACMM-NPG-35460

FOR THE PROVISION OF SERVICE TO CLEAN UP OR RECOVERY WORK, REMOVAL AND PROPER DISPOSAL OF EXISTING COMMODITY (COAL) STOCKPILES WASTE AT NORTH EAST CORRIDOR IN WITBANK AND NELSPRUIT AREAS

RFP NUMBER:	ERACMM-NPG-35460
ISSUE DATE:	19 AUGUST 2021
1ST SITE BRIEFING DATE	26 AUGUST 2021
2ND SITE BRIEFING DATE	27 AUGUST 2021
CLOSING DATE:	07 SEPTEMBER 2021
CLOSING TIME:	10:00
BID VALIDITY PERIOD:	30 NOVEMBER 2021

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

- **RESPONDENTS WITH A MINIMUM B-BBEE STATUS LEVEL 1**

SCHEDULE OF BID DOCUMENTS

Section No	Page
SECTION 1: SBD1 FORM.....	4
PART A	4
PART B	5
SECTION 2: NOTICE TO BIDDERS.....	6
1. INVITATION TO BID	6
2. FORMAL BRIEFING	7
3. PROPOSAL SUBMISSION	8
4. RFP INSTRUCTIONS.....	8
5 JOINT VENTURES OR CONSORTIUMS.....	9
6 PREFERENTIAL PROCUREMENT PREQUALIFICATION CRITERIA.....	9
7 COMMUNICATION	9
8 CONFIDENTIALITY	10
9 COMPLIANCE	10
10 DISCLAIMERS.....	10
11 LEGAL REVIEW	11
12 SECURITY CLEARANCE.....	11
13 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE	11
14 TAX COMPLIANCE	11
15 PROTECTION OF PERSONAL DATA.....	12
SECTION 3: SCOPE OF REQUIREMENTS	13
2 SCOPE OF REQUIREMENTS	13
3 GREEN ECONOMY / CARBON FOOTPRINT	16
4 GENERAL SERVICE PROVIDER OBLIGATIONS	16
EVALUATION METHODOLOGY.....	17
SECTION 4: PRICING AND DELIVERY SCHEDULE.....	22
1 DISCLOSURE OF PRICES TENDERED	28
2 PRICE REVIEW	28
3 RETURN OF SURPLUS GOODS	28
4 NATIONAL RAILWAY SAFETY REGULATOR ACT	28
5 SERVICE LEVELS	28
6 TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES.....	29
7 RISK.....	30
SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS	31
SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFP, MASTER AGREEMENT & APPLICABLE DOCUMENTS.....	36
SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM.....	38
SECTION 8: RFP CLARIFICATION REQUEST FORM.....	42
SECTION 9: CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING.....	43
SECTION 10: B-BBEE PREFERENCE POINTS CLAIM FORM	44
SECTION 11: SBD 9- CERTIFICATE OF INDEPENDENT BID DETERMINATION.....	49

SECTION 12: 100 % FULLY COMPLIANCE TO SPECIFICATION49

SECTION 13: PREVIOUS EXPERIENCE RELEVANT TO CLEANUP SPILLAGE61

SECTION 14:PREVIOUS EXPERIENCE ON CLEAN-UP SPILLAGE.....61

SECTION 15: SHE MANAGEMENT QUESTIONNAIRE 63

RFP ANNEXURES:

ANNEXURE A TECHNICAL/FUNCTIONAL QUESTIONNAIRE

ANNEXURE B STANDARD RFQ TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET

ANNEXURE C GENERAL BID CONDITIONS

ANNEXURE D SUPPLIER INTEGRITY PACK

ANNEXURE E MASTER AGREEMENT

ANNEXURE F NON-DISCLOSURE AGREEMENT

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET FREIGHT RAIL, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	ERACMM-NPG-35460	ISSUE DATE:	19 AUGUST 2021	CLOSING DATE:	07 SEPTEMBER 2021	CLOSING TIME:	10H00
DESCRIPTION	FOR THE PROVISION OF SERVICE TO CLEAN UP OR RECOVERY WORK, REMOVAL AND PROPER DISPOSAL OF EXISTING COMMODITY (COAL) STOCKPILES WASTE AT NORTH EAST CORRIDOR IN WITBANK AND NELSPRUIT AREAS						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
NZASM BUILDING – ENTRANCE FOYER – TENDER BOX							
CORNER MINNAAR AND PAUL KRUGER STREET IN PRETORIA							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	MATETE KUTUMELA			CONTACT NAME	PHILIX MNISI		
TELEPHONE NUMBER	012 315 2268			TELEPHONE NUMBER	083 701 6311		
FACSIMILE NUMBER	012 315 2138			FACSIMILE NUMBER			
E-MAIL ADDRESS	matete.kutumela@transnet.co.za			E-MAIL ADDRESS	philix.mnisi@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 (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]			2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							

- IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE: _____

SECTION 2: NOTICE TO BIDDERS**1. INVITATION TO BID**

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

DESCRIPTION	For The Provision Of Service To Clean Up Or Recovery Work, Removal And Proper Disposal Of Existing Commodity (Coal) Stockpiles Waste At North East Corridor In Witbank And Nelspruit Areas [Services]
RFP DOWNLOADING	<p>This RFP may be downloaded directly from the Transnet website Publication Portal at http://www.transnetfreightrailfr.net/Supplier/Pages/Tenders.aspx and to etenders@treasury.gov.za for free of charge</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> • Click on "Tender Opportunities"; • Select "Advertised Tenders"; • In the "Department" box, select Transnet SOC Ltd; <p>Once the tender has been located in the list, click on the "Tender documents" tab and process to download all uploaded documents.</p> <p>Alternatively, this RFP may be purchased at R250, 00 (inclusive of VAT) per set for those bidders that require a hard copy from Transnet.</p> <p>Payment is to be made as follows: Bank: Standard Bank Account Number: 203158598 Branch: Braamfontein Branch code: 004805 Account Name: Transnet Limited Head Office Reference: ERACMM-NPG-35460</p> <p>NOTE – This amount is not refundable. A receipt for such payment made must be presented when collecting the RFP documents and submitted thereafter with your Proposal.</p>
EMAIL ADDRESS FOR COMMUNICATION	<p>Once Bidders download the RFP off the Portal, they are required to send their contact details to the following address: dudu.mkhwebane@transnet.net</p> <p>This is to ensure that any required communication in relation to this RFP reaches those intending to respond. Furthermore, any addenda to the RFP or clarifications will be published on the e-tender portal. Bidders are required to check the e-tender portal prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
ISSUE AND COLLECTION DATE DEADLINE	<p>Bidders are to note that the RFP documents will be available for download from 19 August 2021 or may be collected between 09:00 am and 03:00 pm until 25 August 2021</p> <p>Bidders wishing to collect a CD, USB or hard copy of such RFP documents from the Transnet issuing office, are required to inform that office at the contact details indicated below on the day before collection in order to allow for timeous reproduction of the documentation.</p> <p>Name: Dudu Mkhwebane Email address: dudu.mkhwebane@transnet.net Room G16 Ground Floor Nzasm Building</p>

	Corner of Paul Kruger and Minnaar street Pretoria
BRIEFING SESSION	<p>Please note that there will be two compulsory site briefings:</p> <p>First compulsory site meeting and/or RFQ briefing will be conducted at [Transnet – Transnet – Locomotive Depot - Boardroom, Colliery Street in Witbank, Mpumalanga] on the 26 August 2021, at 10H30 for a period of ± 30 minutes.</p> <p>For directions please contact Tshilidzi Mavulwana on 0837971392</p> <p>Second compulsory site meeting and/or RFQ briefing will be conducted at [Transnet – Infra Boardroom, 1 Hutton Street in Komatipoort, Mpumalanga] on the 27 August 2021, at 10H30 for a period of ± 30 minutes.</p> <p>For directions please contact Philix Mnisi on 083 701 6311</p> <p>[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.</p>
CLOSING DATE	<p>10:00 on Tuesday 07 September 2021</p> <p>Bidders must ensure that bids are delivered timeously to the correct address. Nzasm Building, Ground Floor, Entrance Foyer, Tender Box Corner of Paul Kruger and Minnaar street Pretoria</p> <p>As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.</p>
BID OPENING	A public opening will not be held for this bid, however Respondents will be provided with a copy of the opening register indicating the names of the Respondents.
VALIDITY PERIOD	<p>End of validity period: 30 November 2021</p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s) bid will be deemed to remain valid until a final contract has been concluded.</p> <p>With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12</p>

2. FORMAL BRIEFING

Please note that there will be **two** compulsory site briefings:

First compulsory site meeting and/or RFQ briefing will be conducted at **[Transnet – Transnet – Locomotive Depot - Boardroom, Colliery Street in Witbank, Mpumalanga] on the 26 August 2021, at 10H30** for a period of ± 30 minutes.

For directions please contact Tshilidzi Mavulwana on 0837971392

Second compulsory site meeting and/or RFQ briefing will be conducted at **[Transnet – Infra Boardroom, 1 Hutton Street in Komatipoort, Mpumalanga] on the 27 August 2021, at 10H30** for a period of ± 30 minutes.

For directions, please contact Philix Mnisi on 083 701 6311

[Respondents to wear safety clothes and no person will be allowed for site walk without wearing PPE.

The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

N.B: Due to the restrictions that have been put in place by the South African Government with regards to covid-19 pandemic, Transnet Freight rail will ensure that the following restrictions are adhered to:

- Maximum of 50 people per gathering (were more than 50 people attending, two sessions will apply will have 1st and 2nd session)
- Wearing of mask (every person entering TFR premises must have a mask on)
- Wearing of PPE (every person who will be attending the briefing session must have their own PPE)
- Screening (every person entering TFR premises will be screened)
- Practicing social distancing

NB: Transnet does not take responsibility to issue travelling permit for this tender purpose.

A Site visit will take place, tenderers are to note:

- Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.
- Tenderers without the recommended PPE (Covid 19 Complaint) will not be allowed on the site walk.
- Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.
- All forms of firearms are prohibited on Transnet properties and premises.
- The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.
 - a. *A Certificate of Attendance in the form set out in Section 8 hereto must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** site meeting and/or RFQ briefing.*
 - b. Respondents failing to attend the compulsory RFQ briefing will be disqualified.
 - c. Respondents are encouraged to bring a copy of the RFQ to the site meeting and/or RFQ briefing.

3. PROPOSAL SUBMISSION

Proposals must be addressed on the cover as follows:

RFP No:	ERACMM-NPG-35460
Description	For The Provision Of Service To Clean Up Or Recovery Work, Removal And Proper Disposal Of Existing Commodity (Coal) Stockpiles Waste At North East Corridor In Witbank And Nelspruit Areas
Closing address	The Secretariat Transnet Acquisition Council Ground Floor Tender Box Entrance Foyer – Nzasm Building CORNER OF Minnaar and Paul Kruger Streets Pretoria 0001
Name of Respondent:	
Contact details of Respondent:	
Return address of Respondent:	

4. RFP INSTRUCTIONS

- 4.1. The measurements of the "tender slot" are 350mm wide x 200mm high. Bid responses which are larger than the dimensions mentioned must be split into two or more files and clearly marked. **Transnet will**

not be held responsible if bid documents do not comply with the mentioned dimensions and Respondents experience difficulty in submitting their bids as a result.

- 4.2. It should also be noted that the above tender box is accessible to the public from 24 hour a day, 7 days a week.
- 4.3. Proposals must be submitted in duplicate hard copies [1 original and 1 copy] and must be bound.
- 4.4. Sign one set of original documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set must be a copy of the original signed Proposal.
- 4.5. Both sets of documents are to be submitted to the address specified, and Bidders must ensure that the original and copies (where applicable) are identical in all respects.
- 4.6. A CD / USB copy of the RFP Proposal must be submitted containing;
 - a. The entire bid submission as a single PDF file and,
 - All relevant Annexures in their respective required formats,
 - Noting that the signed original set will be legally binding.
- 4.7. **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- 4.8. Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 4.9. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 16 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

5 JOINT VENTURES OR CONSORTIUMS

Respondents who would wish to respond to this RFP as a Joint Venture [**JV**] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

6 PREFERENTIAL PROCUREMENT PREQUALIFICATION CRITERIA

6.1 Minimum B-BBEE level

Transnet has decided to set a minimum B-BBEE threshold for participation in this RFP process. The minimum B-BBEE threshold in this instance is a B-BBEE Level 1, and Respondents who do not have at least this B-BBEE status or higher will be disqualified.

7 COMMUNICATION

- 7.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted to Matete Kutumela before **12:00 pm on 03 September 2021**, substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the

other Respondents who have collected RFP documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the bid documentation to the Respondent. Kindly ensure that you provide the Secretariat with the **correct** contact details, as Transnet will not accept responsibility for being unable to contact a bidder who provided incorrect contact details.

- 7.2 After the closing date of the RFP, a Respondent may only communicate with the Secretariat of the Transnet Acquisition Council, at telephone number 011 584 0821, email prudence.nkabinde@transnet.net on any matter relating to its RFP Proposal.
- 7.3 Respondents are to note that changes to its submission will not be considered after the closing date.
- 7.4 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- 7.5 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

8 CONFIDENTIALITY

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

9 COMPLIANCE

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

10 DISCLAIMERS

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

- 10.1 modify the RFP's Goods and request Respondents to re-bid on any such changes;
- 10.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 10.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 10.4 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 10.5 award a contract for only a portion of the proposed Goods which are reflected in the scope of this RFP;
- 10.6 split the award of the contract between more than one Supplier, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations; *The award of the RFP will be split between the four different areas: Areal 1 – Witbank and surrounding areas and Area 2 – Komatipoort and surrounding areas Area 3 – Kaapmuiden and surrounding areas and Area 4 – Watervalboven and surrounding areas*
- 10.7 cancel the bid process;
- 10.8 validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;

- 10.9 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 10.10 not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- 10.11 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent;
- 10.12 to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required service at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price, even after they have been issued with a Letter of Regret.

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

11 LEGAL REVIEW

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

12 SECURITY CLEARANCE

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

13 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

14 TAX COMPLIANCE

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

It is a condition of this bid that the tax matters of the successful Respondent be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

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

It is a requirement that Respondents grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

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.

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.

15 PROTECTION OF PERSONAL DATA

In responding to this bid, Transnet acknowledges that it may obtain and have access to personal data of the Respondents. Transnet agrees that it shall only process the information disclosed by Respondents in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of an personal data to any Third Party without the prior written consent from the Respondents. Similarly, Transnet requires Respondents to process any personal information disclosed by Transnet in the bidding process in the same manner. The detailed mutual duties of Transnet and the Respondents to protect personal information is contained in paragraph 36 of the General Bid Conditions.

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

TIP-OFFS ANONYMOUS: 0800 003 056

SECTION 3: SCOPE OF REQUIREMENTS

2 SCOPE OF REQUIREMENTS

2.1. The recovery or rehabilitation process will therefore require but not limited to the following:

Where the competent and experienced service provider should:-

- 2.1.1. Determine and establish the extent of pollution as well as the potential negative impact on the surrounding environment, and advise the environmental specialist on such findings in writing.
- 2.1.2 Rehabilitate, clean-up or recover all types of commodity residuals from the yards for proper disposal, reuse or recycle where feasible and within the legal obligations;
 - 2.1.2.1 Steelpoort yard: Clean-up of coal and Chrome contaminated land over an area of approximately 50mX 5m and disposal of +/-150 tons.
 - 2.1.2.2 Lydenburg yard: Clean-up of coal and Chrome contaminated land over an area of approximately 20m 5m and disposal of +/-100 tons of coal.
 - 2.1.2.3 Forfar yard: Clean-up of coal contaminated area over an area of approximately 30m x 5m and disposal of +/-100 tons of coal.
 - 2.1.2.4 Kaapmuiden yard: Clean-up of magnetite contaminated area over an area of approximately 7m x 800m (3 railway lines).
 - 2.1.2.5 Komatipoort North and East yards: Clean-up of magnetite/rock phosphate contaminated area over an area of approximately 36m x 800m (12 railway lines).
 - 2.1.2.6 Komatipoort airbrake yard: Clean-up of magnetite/rock phosphate contaminated area over an area of approximately 10m x 800m (4 railway lines).
- 2.1.3 Remove commodity (coal and silica sand) stockpiles from the temporary storage sites for either reuse or recycle where feasible, and where authority for reuse is obtained and or properly disposed at registered landfill site:-
 - Machadodorp: approximately 500 tons of coal to be removed from site.
 - Witbank: approximately 500 tons of coal to be removed from site.
 - Elandshoek station: approximately 850 tons of coal to be removed from site.
 - Witbank: approximately 100 tons of silica sand to be removed from site.
- 2.1.4 The disposed waste should always be accounted for, either by means of disposal certificate, a weigh bill or whichever is applicable and relevant.
- 2.1.5 The relevant disposal certificates and related documents shall be submitted to Transnet Freight Rail Environmental Management before payments can be finalized or processed to a particular service provider.
- 2.1.6. Rehabilitation activities or processes shall at all times be in compliance with all legal obligations, and other requirements to which the organization (TFR) subscribes.
- 2.1.7 The estimations or amounts of waste for recovery' shall be done jointly on site on the dates of site briefings, with the consensus of all bidders.
- 2.1.8 The agreed upon tonnages by all bidders on site shall be deemed final and to be executed as such and as whole, not partial or part thereof by the successful bidder.

- 2.1.9 Respondents are required to strictly adhere to safety as operational safety remains a high priority within Transnet Freight Rail, especially when operating within Transnet's premises, infrastructure railway line or conducting any business with Transnet, so this means whatever is executed must always be within safety parameters.
- 2.1.10 The Respondent will be required to undergo the site safety inductions and self-bowtie risk assessments before undertaking any activity on site, and at all times expected to remain vigilant to potential site hazards such as moving trains and machineries.
- 2.1.11 Any illegal or unauthorised activities such as poaching, open fires, littering etc. are prohibited.
- 2.1.12 The Respondent will be expected to compile a professional detailed commodity waste recovery report, the report must also illustrate some pictures (photos) of different stages such as recovery work on site, loading of waste and disposal thereof at disposal site.
- 2.1.13 Invoices for payments will only be submitted and processed when all work is done and all required reports and disposal certificates are submitted to Transnet Freight Rail.

2.2. **Reporting On Recovery Progress**

The report content should cover the following:

- 2.2.1 Present a report detailing the findings of the pre-assessment done on site before rehabilitation.
- 2.2.2 Describe the methodology applied on site for pollution remediation and the expected outcome within a particular time frame, depending on the effectiveness of the methodology.
- 2.2.3 The before and after photos should be clearly indicated on the report.
- 2.2.4 The electronically signed report is mostly preferred for various reasons.
- 2.2.5 Attach a disposal certificate with full clear details of a registered waste transporter, disposer etc., where any part of waste is or was disposed.

2.3. **Specific Requirements**

Prospective service providers should:

- 2.3.1 Submit a company profile including proof of previous experience in this type of service or work, preferably 5 years' experience in similar field of practice as well as evidence of more than five (5) projects conducted;
- 2.3.2 Demonstrate a proven track record Curriculum Vitae of all human resources to be deployed in the project; show clear capacity for delivering adequate services, have experience in the similar field (refer to 6.1); Company Organogram, Qualifications of technical staff (both lab and field workers), lab services (in-house or outsourced);
- 2.3.3 Provide method statement for the entire project;
- 2.3.4 Evidence that the contractor is a registered hazardous waste transporter;
- 2.3.5 Waste Disposal Certificate (where disposal was done) from a registered Hazardous waste landfill site;
- 2.3.6 Provide letter of good standing with the Compensation Commissioner;
- 2.3.7 TFR reserves the right to visit Service Provider's premises and facilities to verify information provided prior the award of tender;
- 2.3.8 Adhere to the requirements of Transnet Integrated Management System and legislative requirements.
- 2.3.9 Compliance with clause by clause from terms of reference or specification.

2.4 Duration Of The Contract

- 2.4.1 The contract will run for a maximum period of twenty four (24) months, thereafter a report is required within 10 days upon completion of the Client's comment period.

2.5 Instruction To The Appointed Contractor

- 2.5.1 The prospective service provider must provide a quote for the proposed site rehabilitation
- 2.5.2 The Respondent and his team must undergo induction training before starting on site given by Transnet Freight Rail.

2.6 Qualification And Resources Of The Potential Service Providers

- 2.6.1 The contract envisaged under this tender will be awarded to an Environmental Practitioner/s who has knowledge in the field of environmental remediation of pollution or contaminated land, and applicable references for the same work completed (preferably 5 remediation projects conducted and supported by verifiable evidence).
- 2.6.2 All personnel who work with contaminated material must be trained to deal with these potential hazardous situations so as to minimize the risks involved. Records of training/ workshop must be made available to the environmental specialist.
- 2.6.3 Incumbent service provider shall attach full particulars of their qualifications, quoting specific references if any, and contact numbers. Transnet shall have the right to make contact with referenced clients to verify the nature and quality of the service provided.

2.7 Termination Of Contract

- 2.7.1 Transnet shall have the right to terminate the above contract on grounds of non-performance, or unsatisfactory performance on the part of the service provider in the execution of this project.
- 2.7.2 Termination shall take place only after thorough consideration and due notification of grounds being provided by the Environmental Specialist or Manager in writing, with a notice period of five (5) working days.

2.8 General Requirements

- 2.8.1 The Service Provider shall at all times respect client privilege and confidentiality as vested in Transnet Freight Rail and shall neither by word nor action jeopardize Transnet Freight Rail's interests in the execution of the project. The above notwithstanding; Transnet Freight Rail will not in any way impinge upon nor constrain the professional independence of the appointed Service Provider.

2.8.2 PPE

According to Transnet specification the following PPE will be required in order to execute the works effectively and efficiently:

- 2.8.1 Personal protective equipment (PPE)
- 2.8.2 Contractor to provide overalls.
- 2.8.3 Respiratory protective equipment (RPE)
- 2.8.4 Protective gloves
- 2.8.5 Provide thicker gloves to protect against abrasions and sharp edges.
- 2.8.6 Workers should change and discard damaged gloves immediately.
- 2.8.7 Provide eye protection where there is a risk of splashing, and in this case, for sandblasting

Necessary Tools Are:

- Shovels
- Brooms
- Wheelbarrows
- TLB / Front end loader
- Tipper trucks
- Measuring wheel

2.9 Other Requirements

- 2.9.1 Waste disposal certificates to a recognised or registered disposal site.
- 2.9.2 All work to be done as per API & SANS standards.
- 2.9.3 Transnet Safety compliance and full PPE.
- 2.9.4 Ensure conformance to Safety requirements for the confined space entry as specified by OHS act.
- 2.9.5 Method statement and the risk assessments must be attached to the quote.

2.10 Constraints

- 2.10.1 The appointed contractor shall be responsible for all site work, supervision and management aspects of the works, and shall follow the best-accepted practices in order to provide the Transnet SOC Ltd with a compliant rehabilitated sites and reports.
- 2.10.2 Provide a safe waste disposal certificate from licensed waste disposal site.
- 2.10.3 Provide weekly updated works programme.
- 2.10.4 The bulk of this work will be done within confined space, provide site specific and suitable PPE for the duration of the project.
- 2.10.5 Method statement and the risk assessments must be carried out prior to commencement of any work activity
- 2.10.6 Appointed contractor to ensure that operation is not at any case interrupted.
a signed off appointment letter for health and safety officer with roles and responsibilities specified for each project and, o Only persons registered with SACPCMP will be appointed as health and safety officers.

3 GREEN ECONOMY / CARBON FOOTPRINT

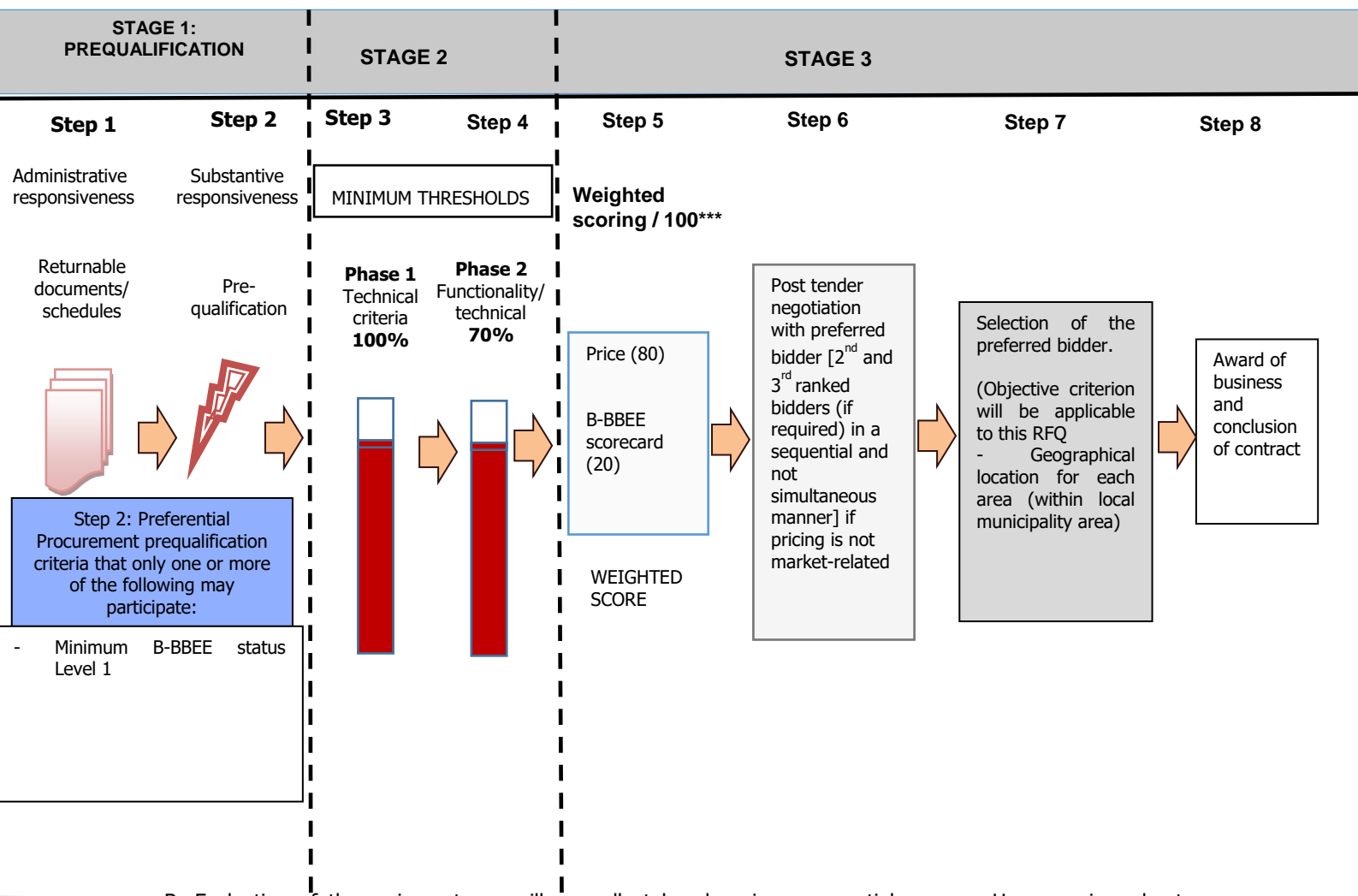
Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

4 GENERAL SERVICE PROVIDER OBLIGATIONS

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

EVALUATION METHODOLOGY

Transnet will utilise the following methodology and criteria in selecting a preferred Supplier, if so required:



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

6.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
• Whether the Bid has been lodged on time	<i>Section 1 paragraph 3</i>
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	<i>Section 5</i>
• Verify the validity of all returnable documents	<i>Section 5</i>
• Verify if the Bid document has been duly signed by the authorised respondent	<i>All sections</i>

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

6.2 STEP TWO: Test for Substantive Responsiveness to RFP

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

Check for substantive responsiveness	RFQ Reference
<ul style="list-style-type: none"> SBD1 Form (fully completed and signed) (Non-compliant will lead to disqualification) 	<i>Section 1</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 any set prequalification criteria for preferential procurement have been met: - only Respondents in the following categories may respond to this RFP: Respondents BBBEE level 1 	<i>Section 2 - Paragraph 3</i>
<ul style="list-style-type: none"> SECTION 9: Certificate of attendance of RFQ Site briefing (fully completed and signed by Transnet Official) 	

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

6.3.Step Three: Minimum Threshold of 100% for Technical Prequalifying

The test for Technical threshold will include the following:

Phase 1: Technical evaluation (100% - technical compliance to specification)

Technical Evaluation Criteria	% Weightings
SECTION 12: Whether any Technical prequalification criteria have been met as follows: - 100% Fully Compliance to Specification (fully completed)	
Total Weighting:	100%
Minimum qualifying score required:	100

All bidders must ensure full compliance to technical statement of compliance. Failure to fully comply to specification will lead to disqualification.

6.4 STEP Four: Minimum Threshold of 70% for Functionality evaluation Criteria

Technical Evaluation Criteria	% Weightings
• Proven experience in clean-up spillage	50%
• Health & Safety Plan relevant to clean-up spillage	50%
Total Weighting:	100%
Minimum qualifying score required:	70%

Failure to achieve 70% threshold for functional, tender will not be evaluated to Price/B-BBEE.

Respondents must complete and submit **Annexure A which include a Technical and Functional Questionnaire**. A Respondent's compliance with the minimum functionality threshold will be measured by their responses to Annexure A

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

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

a. STEP FIVE: Evaluation and Final Weighted Scoring**a) Price Criteria** [Weighted score 80points]:

Evaluation Criteria	RFP Reference
• Commercial offer	Section 4

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

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

Where:

Ps = Score for the Bid under consideration

Pt = Price of Bid under consideration

$Pmin$ = Price of lowest acceptable Bid

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

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form

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

b. SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Threshold	Minimum Percentage [%]
Technical	100
Functional	70

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

c. STEP SIX: 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. A final evaluation will be conducted in terms of 80/20 and the contract will be negotiated and awarded to the successful Respondent(s).

d. STEP SEVEN: Objective Criteria

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder. The RFQ will state that Transnet may apply the following objective criteria to the bid process:

Geographical area (within the local municipality)

Transnet reserves the right to objectively split the award of business to one Service Provider per area based on the above criteria to on core cost competitiveness and also to drive localization and create opportunities of bidders within local area to bid for business.

The areas are as follows:

Main Area
Area 1 – Witbank
Area 2 – Komatipoort
Area 3 - Kaapmuiden
Area 4 - Watervalboven

The split award of business will be based on bidder competitiveness on Price and B-BBEE per area as explained above.

e. STEP EIGHT: Award of business and conclusion of contract

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

IMPORTANT NOTICE TO RESPONDENTS

Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of RFPs exceeding R5million [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an RFP process which meets this threshold, a complaint may be lodged with the Ombudsman for further investigation. The Ombudsman reserves the right to refer the complaint to an external service provider for investigation.

It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference OF the Ombudsman which are available for review at Transnet's website www.transnet.net.

An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net.

For transactions below the abovementioned threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division/Specialist Unit.

Respondents are to note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a Bidder on its List of Excluded Bidders.

Section 4: PRICING AND DELIVERY SCHEDULE

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

PLEASE INDICATE FOR WHICH AREAS YOU ARE INTERESTED TO BID FOR. TAKE NOTE THAT ALL ITEMS FOR A SPECIFIC AREA SHOULD BE PRICED.

AREA	INTERESTED TO BID (YES / NO)
AREA 1 - WITBANK	
AREA 2 - KOMATIPOORT	
AREA 3 - KAAPMUIDEN	
AREA 4 - WATERVALBOVEN	

Area 1 ~ Witbank

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

Item No	Description of Goods /Services	Estimated Quantity	Unit of Measure	Unit Delivered Price (ZAR) Excl. Vat	Total Delivered Price (ZAR) Excl. Vat
	COMMODITY SPILLAGE CLEAN UP FOR WITBANK AND SURROUNDING AREAS				
1	The recovery, Manual loading and own transportation of all collected commodity spillages, to a properly registered disposal facility where such waste should finally be disposed adequately and provided with disposal documents	±150 tons of coal Steelpoort	Tons		
		±100 tons of coal Lydenburg	Tons		
		±100 tons of coal at Forfar	Tons		
		±500 tons of coal at Machado	Tons		
		±100 tons of Silica at Witbank	Tons		
2	Provide also a team of at least 15 x personnel per site, each with a shovel to remove the commodity spills on either side of the running line within the derailment vicinity to the central stockpiling area where it can be easily accessible using own transportation	75 days (15 days per site X 5 Sites)	days		
3	Provide a detailed remediation or commodity recovery report	5 sites	Per site		

Respondent's Signature

Date & Company Stamp

	that will clearly display the before and after recovery photos.				
4	Transportation from STEELPOORT of all recovered commodity spills to a legitimate facility for either reprocessing, recycling, reuse or disposal	1	Sum		
5	Transportation from LYDENBURG of all recovered commodity spills to a legitimate facility for either reprocessing, recycling, reuse or disposal	1	Sum		
6	Transportation from FORFAR of all recovered commodity spills to a legitimate facility for either reprocessing, recycling, reuse or disposal	1	Sum		
7	Transportation from MACHADO of all recovered commodity spills to a legitimate facility for either reprocessing, recycling, reuse or disposal	1	Sum		
8	Transportation from WITBANK of all recovered commodity spills to a legitimate facility for either reprocessing, recycling, reuse or disposal	1	Sum		
		Sub-Total Excluding VAT			
		15% VAT			
		Sub-Total Including VAT			

 Respondent's Signature

 Date & Company Stamp

Area 2 ~ Komatipoort

Item No	Description of Goods /Services	Estimated Quantity	Unit of Measure	Unit Delivered Price (ZAR) Excl. Vat	Total Delivered Price (ZAR) Excl. Vat
COMMODITY SPILLAGE CLEAN UP FOR KOMATIPOORT AND SURROUNDING AREAS					
1	The recovery, Manual loading and own transportation of all collected commodity spillages, to a properly registered disposal facility where such waste should finally be disposed adequately and provided with disposal documents	±36mx800m (12 railway lines) Komatipoort North/East yard	Cubic meters (m3)		
		±10mx800m (4 railway lines) Komatipoort Airbrake yard	Cubic meters (m3)		
2	Provide also a team of at least 15 x personnel per site, each with a shovel to remove the commodity spills on either side of the running line within the derailment vicinity to the central stockpiling area where it can be easily accessible using own transportation	30 days (15 days per site X 2 Sites)	days		
3	Provide a detailed remediation or commodity recovery report that will clearly display the before and after recovery photos.	1 sites	Per site		
4	Transportation of all recovered commodity spills to a legitimate facility for either reprocessing, recycling, reuse or disposal	1 (Both sites in Komatipoort)	SUM		
		Sub-Total Excluding VAT			
		15% VAT			
		Sub-Total Including VAT			

Respondent's Signature

Date & Company Stamp

Area 3 ~ Kaapmuiden

Item No	Description of Goods /Services	Estimated Quantity	Unit of Measure	Unit Delivered Price (ZAR) Excl. Vat	Total Delivered Price (ZAR) Excl. Vat
COMMODITY SPILLAGE CLEAN UP FOR KAAPMUIDEN AND SURROUNDING AREAS					
1	The recovery, Manual loading and own transportation of all collected commodity spillages, to a properly registered disposal facility where such waste should finally be disposed adequately and provided with disposal documents				
		±7mx800m (3 railway lines) Kaapmuiden	Cubic meters (m3)		
2	Provide also a team of at least 15 x personnel per site, each with a shovel to remove the commodity spills on either side of the running line within the derailment vicinity to the central stockpiling area where it can be easily accessible using own transportation	15 days	Days		
3	Provide a detailed remediation or commodity recovery report that will clearly display the before and after recovery photos.	1 site	Per site		
4	Transportation of all recovered commodity spills to a legitimate facility for either reprocessing, recycling, reuse or disposal	1	sum		
		Sub-Total Excluding VAT			
		15% VAT			
		Sub Total Including VAT			

Respondent's Signature

Date & Company Stamp

Area 4 ~ Watervalboven

Item No	Description of Goods /Services	Estimated Quantity	Unit of Measure	Unit Delivered Price (ZAR) Excl. Vat	Total Delivered Price (ZAR) Excl. Vat
COMMODITY SPILLAGE CLEAN UP FOR WATERVALBOVEN AND SURROUNDING AREAS					
1	The recovery, Manual loading and own transportation of all collected commodity spillages, to a properly registered disposal facility where such waste should finally be disposed adequately and provided with disposal documents	±850 tons of coal at Elandshoek	Tons		
2	Provide also a team of at least 15 x personnel per site, each with a shovel to remove the commodity spills on either side of the running line within the derailment vicinity to the central stockpiling area where it can be easily accessible using own transportation	15 days	Days		
3	Provide a detailed remediation or commodity recovery report that will clearly display the before and after recovery photos.	1 site	Per site		
4	Transportation of all recovered commodity spills to a legitimate facility for either reprocessing, recycling, reuse or disposal	1	Sum		
		Sub-Total Excluding VAT			
		15% VAT			
		Sub Total Including VAT			

Respondent's Signature

Date & Company Stamp

SUMMARY OF TOTALS

Sub-Total Including VAT FOR AREA 1	
Sub-Total Including VAT FOR AREA 2	
Sub-Total Including VAT FOR AREA 3	
Sub-Total Including VAT FOR AREA 4	
GRAND TOTAL	

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

(how soon they will start the work after receiving official PO)

Notes to Pricing:

- c) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-
- (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
 - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP;
 - (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.
- If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFP.
- d) Prices must be quoted in South African Rand inclusive of VAT.
- e) Any disbursement not specifically priced for above will not be considered/accepted by Transnet.
- f) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- g) Rates proposed must be aligned with the Guide on Hourly Fee Rates for Consultants” by the Department of Public Service and Administration (DPSA);
- h) Quantities given are estimates only. Any orders resulting from this RFP will be on an “as and when required” basis.
- i) Prices are to be quoted on a delivered basis to the four (4) various areas.
- j) 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.
- k) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 2, clause 1]

YES	
------------	--

1 DISCLOSURE OF PRICES TENDERED

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

2 PRICE REVIEW

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

3 RETURN OF SURPLUS GOODS

Respondents are required to indicate whether they have a return policy in place (if so attach a copy):

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

Respondents are required to indicate a reasonable timeframe during which Transnet may return any surplus goods:

4 NATIONAL RAILWAY SAFETY REGULATOR ACT

In compliance with the National Railway Safety Regulator Act, 16 of 2002, the successful Respondent [the Supplier] shall ensure that the Goods to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set out in Annexure G [Specifications] of this RFP, and shall also adhere to railway safety requirements and/or regulations [as applicable]. Permission for the engagement of a subcontractor by the Supplier, as applicable, both initially and during the course of a contract, shall be subject to a review of the capability of the proposed subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organisation.

Accepted:

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

5 SERVICE LEVELS

5.1 An experienced account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.

- 5.2 Transnet will have reviews with the Service Provider's account representative on an on-going basis.
- 5.3 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 5.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
- a) Random checks on compliance with quality/quantity/specifications
 - b) On-time service of the equipment

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

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

Acceptance of Service Levels:

YES	
------------	--

NO	
-----------	--

6 TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES

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

Accepted:

YES	
------------	--

NO	
-----------	--

If "yes", please specify details in paragraph 14.2 below.

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

7 RISK

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

7.1 Quality and specification of Goods delivered:

7.2 Continuity of supply:

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

7.4 Compliance with the National Railway Safety Regulator Act, 16 of 2002:

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature_____
Date & Company Stamp

Section 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

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

carrying on business trading/operating as

represented by _____

in my capacity as _____

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

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

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

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

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

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

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

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

 Respondent's Signature

 Date & Company Stamp

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

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

ADDRESS FOR NOTICES

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

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

Name of Entity:

Facsimile:

Address:

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Supplier**] will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

VALIDITY PERIOD

Transnet requires a validity period of up and until 30 November 2021 against this RFP.

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

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

- (i) Registration number of company / C.C. _____
- (ii) Registered name of company / C.C. _____
- (iii) Full name(s) of director/member(s) Address/Addresses ID Number(s)

RETURNABLE DOCUMENTS

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

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

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

a) Mandatory Returnable Documents

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

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 1: SBD1 Form (fully completed) (Non-compliant will lead to disqualification)	
<ul style="list-style-type: none"> Whether the Bid contains a priced offer 	
<ul style="list-style-type: none"> Whether any set prequalification criteria for preferential procurement have been met: - only Respondents in the following categories may respond to this RFQ: Respondents BBBEE level status 1 	
<ul style="list-style-type: none"> SECTION 9: Certificate of attendance of RFQ Site briefing (fully completed and signed by Transnet Official) 	

b) Returnable Documents Used for Scoring

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

<u>RETURNABLE DOCUMENTS USED FOR SCORING</u>	SUBMITTED [Yes or No]
SECTION 12 : Whether the Bid materially complies with the scope and/or specification given: - 100 % fully completed clause by clause compliant to project specification	
SECTION 14: Proven experience in clean-up spillage (traceable record, references in clean-up spillage (Proof of completion certificates or Purchase orders must be submitted.	

Respondent's Signature

Date & Company Stamp

<u>RETURNABLE DOCUMENTS USED FOR SCORING</u>	SUBMITTED [Yes or No]
SECTION 15: Health and Safety Compliance (as per Tenderer Safety clause and Questionnaire)	

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]
Receipt for payment of RFP documents, where a bid fee is applicable [Section 2, paragraph 1]	
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
- Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
Valid Letter of Good Standing from Department of Labour	
SECTION 4 : Proposal Form and List of Returnable documents	
SECTION 5 : Proposal Form and List of Returnable documents	
SECTION 6 : Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7 : RFP Declaration and Breach of Law Form	
SECTION 8 : B-BBEE Preference Claim Form	
SECTION 11: SBD 9 - Certificate Of Independent Bid Determination	
SECTION 16: : Standard Terms And Conditions Of Contract for The Provision Of Services To Transnet	
Annexure A: Technical Questionnaire (scoring Metrix)	
Proof of CSD Registration Summary Report - Respondent to be registered on the NT Central Respondent Database (CSD)	

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

Respondent's Signature

Date & Company Stamp

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

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

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

2	Transnet's General Bid Conditions
3	Master Agreement attached
4	Transnet's Supplier Integrity Pact
5	Non-disclosure Agreement
6	Supplier Declaration Form and all supporting documents (first time vendors only). Forms available on request. Alternatively, for all existing vendors, please complete the table below under the heading "Existing vendors".

Existing vendors: existing vendors are required to confirm whether all the information (e.g. company address, contact details, banking details, etc.) relating to the existing vendor number is still correct at the time of submission of this bid failing which such Respondents are required to indicate so below and provide the updated information in their bid submission:

Transnet Operating Division [e.g. TFR, TE, etc.]	Vendor Number	Information still current [tick if applicable]	Information change [indicate detail of change/s & attach appropriate proof]

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

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

The bidder understands that his/her Bid will be disqualified if the Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and complete in every respect.

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for 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.

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

12. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

13.1. Full Name of bidder or his or her representative:

13.2. Identity Number:

13.3. Position occupied in the Company (director, trustee, shareholder²):
.....

13.4. Company Registration Number:

13.5. Tax Reference Number:

¹ "State" means –

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

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

13.6. VAT Registration Number:

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

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

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

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

BREACH OF LAW

15. We further hereby certify that *I/we **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 9: CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING

It is hereby certified that –

1. _____

2. _____

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

attended the site meeting / RFQ briefing in respect of the proposed Goods to be supplied in terms of this
RFQ

on _____ 2021

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

SECTION 10: B-BBEE PREFERENCE POINTS CLAIM FORM

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
- (i) the B-BBBEE status level certificate issued by an authorised body or person;
 - (ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - (iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:
80/20

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

Where

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

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

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

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

8	2
Non-compliant contributor	0

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME	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-responder 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-respondent.....
- iii) The B-BBEE status level of the sub-respondent.....
- iv) Whether the sub-respondent is an EME or QSE.

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Supplier
- ☐ Other Suppliers, 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 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the respondent may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or respondent, 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 11

PROTECTION OF PERSONAL INFORMATION

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

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

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this 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, 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/infoereg/>, click on contact us, click on complaints.IR@justice.gov.za

SECTION 12: 100 % FULLY COMPLIANCE TO SPECIFICATION

Please write yes/comply for compliance to specification in full in the second column, **or** if you do not comply write no/do not comply in the third column and the forth column give comment/reasons for non-compliance.

Clause No.	Write in full Yes/comply. (Positive compliance)	Write in full No/ do not comply. (Negative compliance)	Reasons / Comments for non-compliance to Project Specification.
Scope of requirements			
2.1 The recovery or rehabilitation process will therefore require but not limited to the following: Where the competent and experienced service provider should:-			
2.1.1 Determine and establish the extent of pollution as well as the potential negative impact on the surrounding environment, and advice the environmental specialist on such findings in writing.			
2.1.2 Rehabilitate, clean-up or recover all types of commodity residuals from the yards for proper disposal, reuse or recycle where feasible and within the legal obligations; Steelpoort yard: Clean-up of coal and Chrome contaminated land over an area of approximately 50mX 5m and disposal of +/-150 tons. - Lydenburg yard: Clean-up of coal and Chrome contaminated land over an area of approximately 20m 5m and disposal of +/-100 tons of coal. - Forfar yard: Clean-up of coal contaminated area over an area of approximately 30m x 5m and disposal of +/-100 tons of coal. - Kaapmuiden yard: Clean-up of magnetite contaminated area over an area of approximately 7m x 800m (3 railway lines). - Komatipoort North and East yards: Clean-up of magnetite/rock phosphate contaminated area over an area of approximately 36m x 800m (12 railway lines). - Komatipoort airbrake yard: Clean-up of magnetite/rock phosphate contaminated area over an area of approximately 10m x 800m (4 railway lines).			
2.1.3 Remove commodity (coal and silica			

Clause No.	Write in full Yes/comply. (Positive compliance)	Write in full No/ do not comply. (Negative compliance)	Reasons / Comments for non-compliance to Project Specification.
sand) stockpiles from the temporary storage sites for either reuse or recycle where feasible, and where authority for reuse is obtained and or properly disposed at registered landfill site:- - Machadodorp: approximately 500 tons of coal to be removed from site. - Witbank: approximately 500 tons of coal to be removed from site. - Elandshoek station: approximately 850 tons of coal to be removed from site. - Witbank: approximately 100 tons of silica sand to be removed from site.			
2.1.4 The disposed waste should always be accounted for, either by means of disposal certificate, a weigh bill or whichever is applicable and relevant.			
2.1.5 The relevant disposal certificates and related documents shall be submitted to Transnet Freight Rail Environmental Management before payments can be finalized or processed to a particular service provider.			
2.1.6. Rehabilitation activities or processes shall at all times be in compliance with all legal obligations, and other requirements to which the organization (TFR) subscribes.			
2.1.7 The estimations or amounts of waste for recovery' shall be done jointly on site on the dates of site briefings, with the consensus of all bidders.			
2.1.8 The agreed upon tonnages by all bidders on site shall be deemed final and to be executed as such and as whole, not partial or part thereof by the successful bidder.			
2.1.9 Respondents are required to strictly adhere to safety as operational safety remains a high priority within Transnet Freight Rail, especially when operating within Transnet's premises, infrastructure railway line or conducting any business with Transnet, so this			

Clause No.	Write in full Yes/comply. (Positive compliance)	Write in full No/ do not comply. (Negative compliance)	Reasons / Comments for non-compliance to Project Specification.
means whatever is executed must always be within safety parameters.			
2.1.10 The Respondent will be required to undergo the site safety inductions and self-bowtie risk assessments before undertaking any activity on site, and at all times expected to remain vigilant to potential site hazards such as moving trains and machineries.			
2.1.11 Any illegal or unauthorised activities such as poaching, open fires, littering etc. are prohibited.			
2.1.12 The Respondent will be expected to compile a professional detailed commodity waste recovery report, the report must also illustrate some pictures (photos) of different stages such as recovery work on site, loading of waste and disposal thereof at disposal site.			
2.1.13 Invoices for payments will only be submitted and processed when all work is done and all required reports and disposal certificates are submitted to Transnet Freight Rail.			
2.2. Reporting On Recovery Progress The report content should cover the following:			
2.2.1 Present a report detailing the findings of the pre-assessment done on site before rehabilitation.			
2.2.2 Describe the methodology applied on site for pollution remediation and the expected outcome within a particular time frame, depending on the effectiveness of the methodology.			
2.2.3 The before and after photos should be clearly indicated on the report.			
2.2.4 The electronically signed report is mostly preferred for various reasons.			
2.2.5 Attach a disposal certificate with full clear details of a registered waste transporter, disposer etc., where any part of waste is or was disposed.			

Clause No.	Write in full Yes/comply. (Positive compliance)	Write in full No/ do not comply. (Negative compliance)	Reasons / Comments for non-compliance to Project Specification.
2.3. Specific Requirements Prospective service providers should:			
2.3.1 Submit a company profile including proof of previous experience in this type of service or work, preferably 5 years' experience in similar field of practice as well as evidence of more than five (5) projects conducted;			
2.3.2 Demonstrate a proven track record Curriculum Vitae of all human resources to be deployed in the project; show clear capacity for delivering adequate services, have experience in the similar field (refer to 6.1); Company Organogram, Qualifications of technical staff (both lab and field workers), lab services (in-house or outsourced);			
2.3.3 Provide method statement for the entire project;			
2.3.4 Evidence that the contractor is a registered hazardous waste transporter;			
2.3.5 Waste Disposal Certificate (where disposal was done) from a registered Hazardous waste landfill site;			
2.3.6 Provide letter of good standing with the Compensation Commissioner;			
2.3.7 TFR reserves the right to visit Service Provider's premises and facilities to verify information provided prior the award of tender;			
2.3.8 Adhere to the requirements of Transnet Integrated Management System and legislative requirements			
2.3.9 Compliance with clause by clause from terms of reference or specification			
2.4 Duration Of The Contract 2.4.1 The contract will run for a maximum period of twenty four (24) months, thereafter a report is required within 10 days upon completion of the Client's comment period.			
2.5 Instruction To The Appointed Contractor 2.5.1 The prospective service provider must			

Clause No.	Write in full Yes/comply. (Positive compliance)	Write in full No/ do not comply. (Negative compliance)	Reasons / Comments for non-compliance to Project Specification.
provide a quote for the proposed site rehabilitation			
2.5.2 The Respondent and his team must undergo induction training before starting on site given by Transnet Freight Rail.			
2.6 Qualification And Resources Of The Potential Service Providers 2.6.1 The contract envisaged under this tender will be awarded to an Environmental Practitioner/s who has knowledge in the field of environmental remediation of pollution or contaminated land, and applicable references for the same work completed (preferably 5 remediation projects conducted and supported by verifiable evidence).			
2.6.2 All personnel who work with contaminated material must be trained to deal with these potential hazardous situations so as to minimize the risks involved. Records of training/ workshop must be made available to the environmental specialist.			
2.6.3 Incumbent service provider shall attach full particulars of their qualifications, quoting specific references if any, and contact numbers. Transnet shall have the right to make contact with referenced clients to verify the nature and quality of the service provided.			
2,7 Termination Of Contract 2.7.1 Transnet shall have the right to terminate the above contract on grounds of non-performance, or unsatisfactory performance on the part of the service provider in the execution of this project.			
2.7.2 Termination shall take place only after thorough consideration and due notification of grounds being provided by the Environmental Specialist or Manager in writing, with a notice period of five (5) working days.			
2.8 General Requirements 2.8.1 The Service Provider shall at all times respect client privilege and confidentiality as			

Clause No.	Write in full Yes/comply. (Positive compliance)	Write in full No/ do not comply. (Negative compliance)	Reasons / Comments for non-compliance to Project Specification.
vested in Transnet Freight Rail and shall neither by word nor action jeopardize Transnet Freight Rail's interests in the execution of the project. The above notwithstanding; Transnet Freight Rail will not in any way impinge upon nor constrain the professional independence of the appointed Service Provider.			
2.8.2 PPE According to Transnet specification the following PPE will be required in order to execute the works effectively and efficiently:			
2.8.1 Personal protective equipment (PPE)			
2.8.2 Contractor to provide overalls.			
2.8.3 Respiratory protective equipment (RPE)			
2.8.4 Protective gloves			
2.8.5 Provide thicker gloves to protect against abrasions and sharp edges.			
2.8.6 Workers should change and discard damaged gloves immediately.			
2.8.7 Provide eye protection where there is a risk of splashing, and in this case, for sandblasting			
Necessary Tools Are: - Shovels - Brooms - Wheelbarrows - TLB / Front end loader - Tipper trucks - Measuring wheel			
2.9 Other Requirements 2.9.1 Waste disposal certificates to a recognised or registered disposal site.			
2.9.2 All work to be done as per API & SANS standards.			
2.9.3 Transnet Safety compliance and full PPE.			
2.9.4 Ensure conformance to Safety requirements for the confined space entry as			

Clause No.	Write in full Yes/comply. (Positive compliance)	Write in full No/ do not comply. (Negative compliance)	Reasons / Comments for non-compliance to Project Specification.
specified by OHS act.			
2.9.5 Method statement and the risk assessments must be attached to the quote.			
2.10 Constraints 2.10.1 The appointed contractor shall be responsible for all site work, supervision and management aspects of the works, and shall follow the best-accepted practices in order to provide the Transnet SOC Ltd with a compliant rehabilitated sites and reports.			
2.10.2 Provide a safe waste disposal certificate from licensed waste disposal site.			
2.10.3 Provide weekly updated works programme.			
2.10.4 The bulk of this work will be done within confined space, provide site specific and suitable PPE for the duration of the project.			
2.10.5 Method statement and the risk assessments must be carried out prior to commencement of any work activity			
2.10.6 Appointed contractor to ensure that operation is not at any case interrupted a signed off appointment letter for health and safety officer with roles and responsibilities specified for each project and, o Only persons registered with SACPCMP will be appointed as health and safety officers.			
3.1.7.5 Raking of leaves and removal, Waste cut material to be removed and dump to an approved dumping site			
3.1.7.6 Estimate tree sizes range from—small =100mm-300mm diameter, Medium 301mm-600mm diameter, and Large 601mm and over.			

Note: If not provided, it will have a negative influence on your technical evaluation scoring.

SECTION 13: SBD 9- CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. geographical area where product or service will be rendered (market allocation)
 - c. methods, factors or formulas used to calculate prices;
 - d. the intention or decision to submit or not to submit, a bid;
 - e. the submission of a bid which does not meet the specifications and conditions of the bid; or

Respondent's Signature

Date & Company Stamp

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

SECTION 14: PREVIOUS EXPERIENCE RELEVANT TO CLEANUP SPILLAGE

Please indicate below a minimum of **five (5)** company names and contact details of previous and/or existing customers whom Transnet may contact to seek third party evaluations of your service levels and if there are more than five(5) references please do indicate them on a separate attachment.:

REFERENCE 1 [Supporting documents must be provided – Refer attach Annexure A- Technical / Functional Questionnaire]

Name of Company			
Contract description			
Contract number		Contact person	
Approximate contract value		Designation of contact person	
Commodities /services delivered		Email address	
Contract start date		Telephone number (landline)	
Contract end date		Telephone number (cell)	

REFERENCE 2 [Supporting documents must be provided]

Name of Company			
Contract description			
Contract number		Contact person	
Approximate contract value		Designation of contact person	
Commodities /services delivered		Email address	
Contract start date		Telephone number (landline)	
Contract end date		Telephone number (cell)	

REFERENCE 3 [Supporting documents must be provided]

Name of Company			
Contract description			
Contract number		Contact person	
Approximate contract value		Designation of contact person	
Commodities /services delivered		Email address	

Contract start date		Telephone number (landline)	
Contract end date		Telephone number (cell)	

REFERENCE 4 [Supporting documents must be provided]

Name of Company			
Contract description			
Contract number		Contact person	
Approximate contract value		Designation of contact person	
Commodities /services delivered		Email address	
Contract start date		Telephone number (landline)	
Contract end date		Telephone number (cell)	

REFERENCE 5 [Supporting documents must be provided]

Name of Company			
Contract description			
Contract number		Contact person	
Approximate contract value		Designation of contact person	
Commodities /services delivered		Email address	
Contract start date		Telephone number (landline)	
Contract end date		Telephone number (cell)	

Note: If not provided, it will have a negative influence on your technical evaluation scoring.

SECTION 15: SHE TENDERER MANAGEMENT QUESTIONNAIRE

This questionnaire is part of the TFR tender evaluation process and is to be completed by all Tenderer's and submitted with their tender offer. The objective of the questionnaire is to provide an overview of the status of the Tenderer's SHE management system. Respondents will be required to verify their responses noted in their questionnaire by providing evidence of their ability and capacity in relevant matters. The tender warrants that the information provided below is accurate and correct. The tenderer shall advise TFR of any changes.

TFR may verify the accuracy of this information (where necessary) during the physical visit as part of the tender evaluation.

Evaluation of Tenderer SHE Management System	Score criteria		N/A
Company Name:			
Tender Description:			
Tender Number:			
Date:			
1. Provide SHE Policy			
<i>The Policy provided by the Tenderer is:</i> <ul style="list-style-type: none"> - Outlines clear statement of objectives - Shows commitment to improve performance - Relevant to company operations 	2 – Complies To All(2/2) 1 – Partially Compliant (1/2) 0 – Not Submitted		
2. Provide SHE Organogram			
<i>The company Organogram includes as a minimum:</i> <ul style="list-style-type: none"> - Legal appointees required for this project i.e Management appointments, SHE Reps, First Aiders, Risk Assessor, Safety Officer etc. 	2 – Incl All Minimum Appointees 1- Partially Compliant 0 –Not Submitted		
3. Provide Letter of good standing			
<i>Tenderer provides evidence of:</i> <ul style="list-style-type: none"> - Up to date Letter of good standing with the Compensation Commissioner, FEMA or Rand Mutual 	2 – Submitted 0 – Not Submitted Or Not Up To Date		
4. Provide breakdown of SHE Cost			
<i>The tenderer is able to demonstrate that he has made provision for the cost of health and safety for the project:</i> <ul style="list-style-type: none"> - Proof or declaration that cost of health and safety included in tender price - Cost breakdown submitted 	2 – Complies To All (2/2) 1 – Partially Compliant (1/2) 0 – Not Comply To All		

Evaluation of Tenderer SHE Management System	Score criteria		N/A
5. Training Records			
Tenderer able to demonstrate evidence of: <ul style="list-style-type: none"> - SHE training analysis, certificates, or Job specific training - Induction training program 	(2/2) 1 – Partially compliant (1/2) 0 – Not comply to all		
6. Provide Health and Safety (SHE) Plan, does it contain the following:			
<ul style="list-style-type: none"> - SHE Responsibilities <i>SHE responsibilities in the company documented and comprise:</i> <ul style="list-style-type: none"> - SHE responsibility defined Defined for different levels in organisation 	2 – Complies To All (2/2) 1 – Partially Compliant (1/2) 0 – Not Comply To All		
<ul style="list-style-type: none"> - Risk Assessments <i>Tenderer has mechanisms in place for the identification of hazards, assessment of risks and the implementation of control measures associated with work. This includes:</i> <ul style="list-style-type: none"> - Documented risk assessments for relevant work or risk and hazard identification process/procedure - Competent persons responsible for undertaking risk assessments 	2 – Complies To All (2/2) 1 – Partially Compliant (1/2) 0 – Not Comply To All		
<ul style="list-style-type: none"> - Safe Work Procedures <i>The tenderer is able to demonstrate safe work procedures will be developed based on risks/hazards relating to scope of work and known to employees:</i> <ul style="list-style-type: none"> - Developed from risk assessment process - Employees trained on Safe Work Procedures 	2 – Complies To All (2/2) 1 – Partially Compliant (1/2) 0 – Not Comply To All		
SHE Training <i>Tenderer able to demonstrate training will be provided based on risk/hazards identified.</i> <ul style="list-style-type: none"> - Training based on training needs analysis/risks/hazards identified - Induction training to be conducted 	2 – Complies To All (2/2) 1 – Partially Compliant (1/2) 0 – Not Comply To All		
<ul style="list-style-type: none"> - Regular Audits/Inspections <i>Tenderer able to demonstrate that regular audit and inspections will be conducted:</i> <ul style="list-style-type: none"> - Workplace audits/inspection schedules, minimum monthly - Types of audits/inspections undertaken 	2 – Complies To All (2/2) 1 – Partially Compliant (1/2) 0 – Not Comply To All		
<ul style="list-style-type: none"> - Health and Safety Communication <i>Tenderer able to demonstrate health and safety issues will be communicated to employees:</i> <ul style="list-style-type: none"> - Tool box/Daily safety talks meetings conducted to discuss hazards on site, incident recall, safety performance or other communication methods etc 	2 – Complies To All (1/1) 0 – Not Comply To All		
<ul style="list-style-type: none"> - SHE Representative <i>Tenderer able to demonstrate:</i> <ul style="list-style-type: none"> - Health and safety representatives to be appointed (NB 20 employees or more) - Health and safety representatives appointed in writing 	2 – Complies To All (2/2) 1 – Partially Compliant (1/2) 0 – Not Comply To All		
<ul style="list-style-type: none"> - SHE Incident Reporting and Investigation 	2 – Complies To All (2/2)		

Evaluation of Tenderer SHE Management System	Score criteria		N/A
<p><i>Tenderer able to demonstrate that incidents will be recorded, reported and investigated:</i></p> <ul style="list-style-type: none"> - Incidents recorded/reported - Incident investigation conducted 	<p>1 – Partially Compliant (1-2)</p> <p>0 – Not Comply To All</p>		
<p>- Personal Protective Equipment (PPE)</p> <p><i>Tenderer able to demonstrate that PPE will be issued based on risk/hazards employees are exposed to:</i></p> <ul style="list-style-type: none"> - PPE needs analysis done or is it issued based on risk - Employees trained on use of PPE 	<p>2 – Complies To All (2/2)</p> <p>1 – Partially Compliant (1/2)</p> <p>0 – Not Comply To All</p>		
<p>- Emergency Planning</p> <p><i>Tenderer able to demonstrate a plan will be developed to deal emergency situations:</i></p> <ul style="list-style-type: none"> - Emergency plan or procedure will be available - Employees trained on procedure 	<p>2 – Complies To All (2/2)</p> <p>1 – Partially Compliant (1/2)</p> <p>0 – Not Comply To All</p>		
<p>- Fall Protection</p> <p><i>Tenderer able to demonstrate that work from a fall risk position will be conducted safely:</i></p> <ul style="list-style-type: none"> - Work from fall risk position undertaken under competent supervision - Employees working from fall risk position are trained and medically fit - Fall protection plan include rescue plan, risk assessment, inspection, testing and maintenance of fall protection equipment 	<p>2 – Complies To All (1/2)</p> <p>1 – Partially Compliant (1/2)</p> <p>0 – Not Comply To All</p>		
<p>- Substance abuse policy/testing/procedure</p> <p><i>Tenderer able to demonstrate that substance abuse will be monitored and dealt with:</i></p> <ul style="list-style-type: none"> - Substance abuse policy or testing procedure available - Process to deal with positive results 	<p>2 – Complies To All (2/2)</p> <p>1 – Partially Compliant (1/2)</p> <p>0 – Not Comply To All</p>		
<p>- Provision of first aid</p> <p><i>Tenderer able to demonstrate that measures to provide prompt first aid assistance will be implemented:</i></p> <ul style="list-style-type: none"> - Competent first aiders - Provision of first aid equipment 	<p>2 – Complies To All (2/2)</p> <p>1 – Partially Compliant (1/2)</p> <p>0 – Not Comply To All</p>		
<p>- Provision of medical surveillance</p> <p><i>Tenderer able to demonstrate that medical surveillance program for employees will be implemented:</i></p> <ul style="list-style-type: none"> - All employees with undergo medical surveillance - Conducted by Occupational Health Practitioner 	<p>2 – Complies To All (2/2)</p> <p>1 – Partially Compliant (1/2)</p> <p>0 – Not Comply To All</p>		
<p>- Selection, procurement and management of subcontractors</p> <p><i>Tenderer able to demonstrate that where subcontractors are appointed, only contractors who can demonstrate that they will be work safely are appointed:</i></p> <ul style="list-style-type: none"> - Assess contractors whether they have resources to perform work safely - Appoint subcontractors who demonstrate that they will do the work safely 	<p>2 – Complies To All (2/2)</p> <p>1 – Partially Compliant (1/2)</p> <p>0 – Not Comply To All</p>		

Evaluation of Tenderer SHE Management System	Score criteri a		N/A
- Marks obtained			
- Total Marks			
- PERCENTAGE OF SCORE			

COMMENTS

ANNEXURE A: TECHNICAL/FUNCTIONAL SUBMISSION QUESTIONNAIRE**NAME OF BIDDER:** _____**Description: for the provision of service to clean up or recovery work, removal and proper disposal of existing commodity (coal) stockpiles waste at North East Corridor In Witbank And Nelspruit areas**

TECHNICAL EVALUATION	100 %
FUNCTIONAL EVALUATION	70 %

Part A ~ Technical Evaluation

Quality Criteria	Weightings	Scoring Guideline (0-5)
Technical Capability:		
100 % completed clause by clause and is compliant to project specification	100 %	5 = Clause by clause is completed and is compliant to specification 0 = Clause by clause is not completed or non-compliance to specification
Certificate of attendance of RFQ Site briefing (fully completed and signed by Transnet Official) – Section 9		5 = Certificate of attendance of RFQ Site briefing (fully completed and signed by Transnet Official) 0 = Certificate of attendance of RFQ Site briefing (fully completed but not signed by Transnet Official)

What evidence is submitted:**Where, in your Tender file, is the evidence located:**

SCORING METRIX

The evaluation criterion is designed to reflect Transnet requirements, ensure a transparent process in identifying and selecting a suitable Respondent. The criteria must afford all bidders a fair opportunity for evaluation and selection.

Functionality Evaluation Criteria

Requirement	Deliverable	Criteria	Points	Weight
Proven experience in clean up spillage	Respondent must indicate how many projects completed in clean-up spillage and respondents must submit completion certificates	No evidence of experience submitted	0 = 0 point	50%
		Respondent who completed 1 projects in clean-up spillage and submit completion certificates	1 = 10 points	
		Respondent who completed 2 projects in clean-up spillage and submit completion certificates	2 = 20 points	
		Respondent who completed 3 projects in clean-up spillage and submit completion certificates	3 = 30 points	
		Respondent who completed 4 projects in clean-up spillage and submit completion certificates	4 = 40 points	
		Respondent who completed 5 projects in clean-up spillage and submit completion certificates	5 = 50 points	
Health and Safety relevant clean-up spillage and Plan to	Bidder must complete the Safety Clauses And Questionnaire and attach Safety Plan	No safety clauses and questionnaire submitted	0 = 0 point	50%
		Safety Clauses And Questionnaire submitted covering 0 - ≤30% as per minimum contents stated in the RFQ document	1 = 10 points	
		Safety Clauses And Questionnaire submitted covering > 30% - 50% as per minimum contents stated in the RFQ document	2 = 20 points	
		Safety Clauses And Questionnaire submitted covering >50% - ≤70% as per minimum contents stated in the RFQ document	3 = 30 points	
		Safety Clauses And Questionnaire submitted covering >70% - ≤90% as per minimum contents stated in the RFQ document	4 = 40 points	
		Safety Clauses And Questionnaire submitted covering >90% - ≤100% as per minimum contents stated in the RFQ document	5 = 50 points	
Total points				100%

ANNEXURE B

STANDARD TERMS AND CONDITIONS OF CONTRACT

between

TRANSNET SOC LTD

Registration Number 1990/000900/30

And

.....

Registration Number

**FOR THE APPOINTMENT OF A SUPPLIER FOR THE SUPPLY AND DELIVER OF AUTO
TENSIONING DEVICE TO KOEDOESPOORT**

CONTRACT NUMBER

DURATION

COMMENCEMENT DATE

EXPIRY DATE

TABLE OF CONTENTS

<u>1</u>	<u>SOLE AGREEMENT</u>	71
<u>2</u>	<u>CONFORMITY WITH ORDER</u>	71
<u>3</u>	<u>DELIVERY AND TITLE</u>	71
<u>4</u>	<u>PRICE AND PAYMENT</u>	71
<u>5</u>	<u>Non-compliance penalties for subcontracting</u>	72
<u>6</u>	<u>PROPRIETARY RIGHTS LIABILITY</u>	73
<u>7</u>	<u>PROPRIETARY INFORMATION</u>	73
<u>8</u>	<u>PROTECTION OF personal INFORMATION</u>	73
<u>9</u>	<u>PUBLICITY</u>	74
<u>10</u>	<u>TERMINATION OF ORDER</u>	74
<u>11</u>	<u>ACCESS</u>	75
<u>12</u>	<u>WARRANTY</u>	76
<u>13</u>	<u>INSOLVENCY</u>	76
<u>14</u>	<u>subcontracting</u>	77
<u>15</u>	<u>PAYMENT TO SUB-CONTRACTORS</u>	77
<u>16</u>	<u>ASSIGNMENT</u>	77
<u>17</u>	<u>supplier integrity pact</u>	78
<u>18</u>	<u>DATABASE OF RESTRICTED SUPPLIERS</u>	78
<u>19</u>	<u>NOTICES</u>	78
<u>20</u>	<u>LAW</u>	78
<u>21</u>	<u>GENERAL</u>	78
<u>22</u>	<u>COUNTERPARTS</u>	79

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 Risk of loss or damage to Goods shall pass to Transnet on delivery, and title shall pass to Transnet when payment to the Supplier for the Goods has been effected.
- 3.4 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. Goods shall be subject to such testing and/or inspection as Transnet may consider necessary.

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

Breach of subcontracting obligations provides Transnet cause to terminate the contract in certain cases where there is a material Non-compliance.

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 Non-compliance.

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:

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.

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 Non-compliance 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:

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.

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.

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.

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, 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:
- 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.
 - 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.
 - 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.
 - 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 TERMINATION OF ORDER

- 10.1 Notwithstanding the date of signature hereof, the commencement date of this Order is and will expire on , 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.
- 10.2 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.

- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 Both parties to this agreement reserve the right to terminate this agreement:
- 12.6.1. 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;
 - 12.6.2. There is non-performance from either of the parties; or
 - 12.6.3. If the other party is unable to perform its obligations under this agreement.

11 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.

12 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.

13 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.

14 SUBCONTRACTING

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 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.

15 PAYMENT TO SUB-CONTRACTORS

- 15.1 Transnet reserves the right, in its sole discretion, to make payment directly to the sub-contractor of the Supplier/Service Provider, subject to the following conditions:
 - e) Receipt of an undisputed invoice from the sub-contractor; and
 - f) 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.
- 15.2 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.
- 15.3 The Supplier/Service Provider remains liable for its contractual obligations under the Agreement, including all services rendered by the sub-contractor.
- 15.4 This clause does not establish any contractual relationship between Transnet and any sub-contractor of the Supplier/Service Provider, whatsoever.

16 ASSIGNMENT

The Supplier/Service Provider shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

17 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;

18 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.

19 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.

20 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.

21 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.

22 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:	Name:
Position:	Position:
Date:	Date:
Place:	Place:
AS WITNESS: Signature	AS WITNESS: Signature
Name	Name