

**TRANSNET FREIGHT RAIL**

an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP]

FOR THE HIRE / DELIVER WASTE SKIP BINS, COLLECT / REMOVE WASTE SKIP BINS, AND DISPOSE OF WASTE MATERIALS (CONTAMINATED AND OTHERS) IN THESE BINS, AT A REGISTERED LANDFILL SITES, ON AN "AS & WHEN" REQUIRED BASIS. REQUIRED IN THE RICHARDS BAY, EMPANGENI, ULUNDI, VRYHEID, PAULPIETERSBURG, PIET RETIEF AND ERMELO AREAS.

FOR A PERIOD OF 24 MONTHS.

RFP NUMBER	ERAC-RCB-29305-EQ-162.
ISSUE DATE:	15 SEPTEMBER 2021
CLOSING DATE:	TUESDAY 19 OCTOBER 2021
CLOSING TIME:	10:00
BID VALIDITY PERIOD:	90 BUSINESS DAYS (25 FEBRUARY 2022.)

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

- **ENTITIES WITH A MINIMUM B-BBEE STATUS LEVEL OF 1, ONLY.**

SCHEDULE OF BID DOCUMENTS

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Transnet Request for Proposal No ERAC-RCB-29305-EQ-162.
RFP for the Provision/Hire and delivery of waste skip bins, and to collect/remove waste skip bins and disposal of waste materials (contaminated and others), at a registered landfill sites, on an "as & when" required basis, for a 24 month period

RFP ANNEXURES:

ANNEXURE: A - SPECIFICATIONS

ANNEXURE: B - TECHNICAL SUBMISSION / QUESTIONNAIRE

ANNEXURE: C - TECHNICAL COMPLIANCE

ANNEXURE: D - MASTER AGREEMENT

ANNEXURE: E - TRANSNET'S GENERAL BID CONDITIONS

ANNEXURE: F - TRANSNET'S SUPPLIER INTEGRITY PACT

ANNEXURE: G - NON-DISCLOSURE AGREEMENT

ANNEXURE: H - SUPPLIER DECLARATION FORM

RFP FOR THE HIRE / DELIVER WASTE SKIP BINS, COLLECT / REMOVE WASTE SKIP BINS, AND DISPOSE OF WASTE MATERIALS (CONTAMINATED AND OTHERS) IN THESE BINS, AT A REGISTERED LANDFILL SITES, ON AN "AS & WHEN" REQUIRED BASIS. REQUIRED IN THE RICHARDS BAY, EMPANGENI, ULUNDI, VRYHEID, PAULPIETERSBURG, PIET RETIEF AND ERMELO AREAS.

FOR A PERIOD OF 24 MONTH PERIOD

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TFR, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	ERAC-RCB-29305-EQ-162	ISSUE DATE:	15 Sep. 2021	CLOSING DATE:	19 October 2020	CLOSING TIME:	10:00
DESCRIPTION	PROVISION/HIRE AND DELIVERY OF WASTE SKIP BINS, AND TO COLLECT/REMOVE WASTE SKIP BINS AND DISPOSAL OF WASTE MATERIALS (CONTAMINATED AND OTHERS), AT A REGISTERED LANDFILL SITES, ON AN "AS & WHEN" REQUIRED BASIS, FOR A 24 MONTH PERIOD.						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
The chairperson, Transnet Freight Rail acquisition council, 100 Eel road, Durban, Bayhead.							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Eddie Quinn			CONTACT PERSON	Not Applicable.		
TELEPHONE NUMBER	035-906 7347			TELEPHONE NUMBER	Not Applicable.		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	Not Applicable.		
E-MAIL ADDRESS	Eddie.quinn@transnet.net			E-MAIL ADDRESS	Not Applicable.		
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 NO:	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)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.	

PART B - TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE: _____

SECTION 2 : NOTICE TO BIDDERS

1 INVITATION TO BID

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

DESCRIPTION	Hire/delivery of waste skip bins, collect/remove waste skip bins, and disposal of waste materials (contaminated and others) in these bins, at a registered landfill sites, on an "as & when" required basis, for a 24 month period. [the Goods/Services]
TENDER ADVERT	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
RFP DOWNLOADING	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> • Click on "Tender Opportunities"; • Select "Advertised Tenders"; • In the "Department" box, select Transnet SOC Ltd. <p>Once the tender has been located in the list, click on the "Tender documents" tab and process to download all uploaded documents.</p> <p>The RFP may also be downloaded from the Transnet website at www.transnet.net free of charge. To access the Transnet eTender portal, please click here.</p> <p>To download RFP and Annexures,</p> <ul style="list-style-type: none"> • Scroll towards the bottom right hand side of the page, • On the blue window click on 'Transnet SOC Ltd' or Select Operating Division. <p>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: 203 158 598 Branch: Braamfontein Branch code: 004805 Account Name: Transnet Limited Head Office Reference: ERAC-RCB-29305-EQ-162</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>
COMMUNICATION	<p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>

ISSUE AND COLLECTION DATE DEADLINE	Bidders are to note that the RFP documents will be available for download from 15 September 2021 or may be collected between 09:00 am and 03:00 pm from 15 September 2021 until 18 October 2021. 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. Name: Carroll Smith. Email address: carroll.smith2@transnet.net Tender Office, Transnet Freight Rail, Acquisition Council, 100 Eel Road, Durban, Bayhead.
BRIEFING SESSION	No Briefing Session will be held.
CLOSING DATE	10:00 pm on Tuesday 19 October 2021 Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
BID OPENING	A public opening will not be held for this bid, however Respondents will be provided with a copy of the opening register indicating the names of the Respondents, upon request.
VALIDITY DATE / PERIOD	25 February 2022 - 90 Business Days from Closing Date 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. With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 11.12

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

2 FORMAL BRIEFING

A formal briefing session will not be held but should Respondents have specific queries they should email these to the Transnet employee(s) indicated in paragraph 7 [Communication] below:

3 PROPOSAL SUBMISSION

Proposals must be addressed on the cover as follows:

The Secretariat, Transnet Acquisition Council

RFP No: ERAC-RCB-29305-EQ-162.

Description: Provision/hire and delivery of waste skip bins, and to collect / remove waste skip bins to disposal of waste materials (contaminated and others) at a registered landfill sites, on an "as & when" required basis, for a period of 24 months.

Closing date and time: Tuesday 19 October 2021 @ 10:00 am.

Closing address: The Secretariat, tender office, Transnet Freight Rail, acquisition council, 100 eel road, Durban, Bayhead.

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 located at the tender office, Transnet Freight Rail, acquisition council, 100 Eel road, Durban, Bayhead, and is accessible to the public from 08:00 am until 03:30 pm business working days only.
- 4.3 Proposals must be submitted in duplicate [1 original hard copy and 1 CD of Flash-drive copy] and the hard copy must be securely bound.
- 4.4 The original documents must be signed, stamped and dated on the bottom of each page. This set will serve as the legal and binding copy. The CD or Flash-drive duplicate set of copy must be a exact duplicate copy of the original signed Proposal, complete with all the supporting documents.
- 4.5 Both sets of documents are to be submitted together to the address specified, and Respondents must ensure that the original and copies are identical in all respects.
- 4.6 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- 4.7 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.
- 4.8 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 at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

6 PREFERENTIAL PROCUREMENT PREQUALIFICATION CRITERIA

6.1. 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

Tender Administrator

Name: Eddie Quinn

Email: eddie.quinn@transnet.net

Telephone: 035-906 7347

before **12:00 pm on 13 October 2021**, substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.

7.2 After the closing date of the RFP, a Respondent may only communicate with the Secretariat of the Transnet Acquisition Council, see contact details below, on any matter relating to its RFP Proposal.

Secretary of the Acquisition Council

Name: Carroll Smith

E-mail: carroll.smith2@transnet.net

Telephone: 031-361 4123

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 **Service provider** shall be in full and complete compliance with any and all applicable laws and regulations.

10 EMPLOYMENT EQUITY ACT

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

11 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:

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

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

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

- 11.4 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 11.5 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- 11.6 split the award of the contract between more than one Supplier/Service provider, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 11.7 cancel the bid process;
- 11.8 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;
- 11.9 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 11.10 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;
- 11.11 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- 11.12 to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price, even after they have been issued with a Letter of Regret.

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

12 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.

13 SECURITY CLEARANCE

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

14 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

15 TAX COMPLIANCE

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

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

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

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

16 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 any 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 35 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: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

Transnet Freight Rail (TFR) Rehabilitation, Maintenance and Emergency (RME) and Real Estate Management (REM) are divisions of Transnet SOC Ltd, which is responsible for the construction and maintenance of the Transnet infrastructure. Most of the construction activities require the hire of 7m³skips and the disposal of various waste for the construction and maintenance on an "As and When Required" basis. TFR RME & REM need to source the small plant and equipment in order to execute and complete the projects.

2 SCOPE OF REQUIREMENTS

Transnet is calling for proposals from experienced suppliers/service providers with a proven track record for the provision/hire of waste skip bins, collect / remove waste skip bins, and dispose of waste materials (contaminated and others) in these bins, at registered landfill sites, on an "as and when" required basis, for a twenty four [24] month period. Required in the Richards Bay, Empangeni, Ulundi, Vryheid, Paulpietersburg and Piet Retief areas.

Also refer to Annexure: A –Scope of service, for more information.

2.1 SCOPE

- Receive request from Transnet.
- Make available and supply 7m³Skips as per specification/instruction submitted by Transnet;
- Deliver 7m³Skips to Transnet within the agreed lead times.
- Hire of 7m³ Skips.
- Transport waste Skips loaded with waste (General, Hazardous, Asbestos and Fluorescent lights) to the approved and licensed landfill site according to the agreed hire periods; and
- Dispose waste (contaminated and others) at an approved / licensed landfill and provide waste manifests and Safe Disposal certificates.
- In addition to obligations contained in Annexure B, the following are requirements of the Contractor in terms of Health and Safety:
 - Valid letter of good standing for the Contractor and ID copies for all employees on site;
 - Proof of induction training received;
 - Deliveries and collections will take place on site between the hours of 07h00hrs and 16h00hrs, Monday to Friday. Work outside these hours will be communicated by Transnet in advance.

2.2 REQUIREMENTS

- The Supplier will be notified of his requirement for the Hire of 7m³ Skips and disposal of various types of waste (contaminated and others) on an "As and When Required" basis. Required in the Richards Bay, Empangeni, Ulundi, Vryheid, Paulpietersburg, Piet Retief and Ermelo areas. The Supplier will meet with the Transnet Representative on site to discuss the works and will be issued the necessary drawings and information applicable for each site. The Contractor/Supplier must familiarise himself with the working environment and conditions in all the required areas. (Richards Bay, Empangeni, Ulundi, Vryheid, Paulpietersburg, Piet Retief and Ermelo Depots.)

- Proof of registration of transport vehicle/trucks as a waste carrier, issued by the Department of Transport.
- Proof of Waste license to dump all hazardous waste at a registered/licensed hazardous waste landfill site, issued by National DAEA.
- Proof of valid Transnet National Port Authorities waste disposal license.
- Competency Certificates (Haz-Chem Training) obtained from the registered training institution, driver's license based on the vehicle driven, valid PDP and Haz-Chem training record that is displayed on the driver's card

3 GREEN ECONOMY / CARBON FOOTPRINT

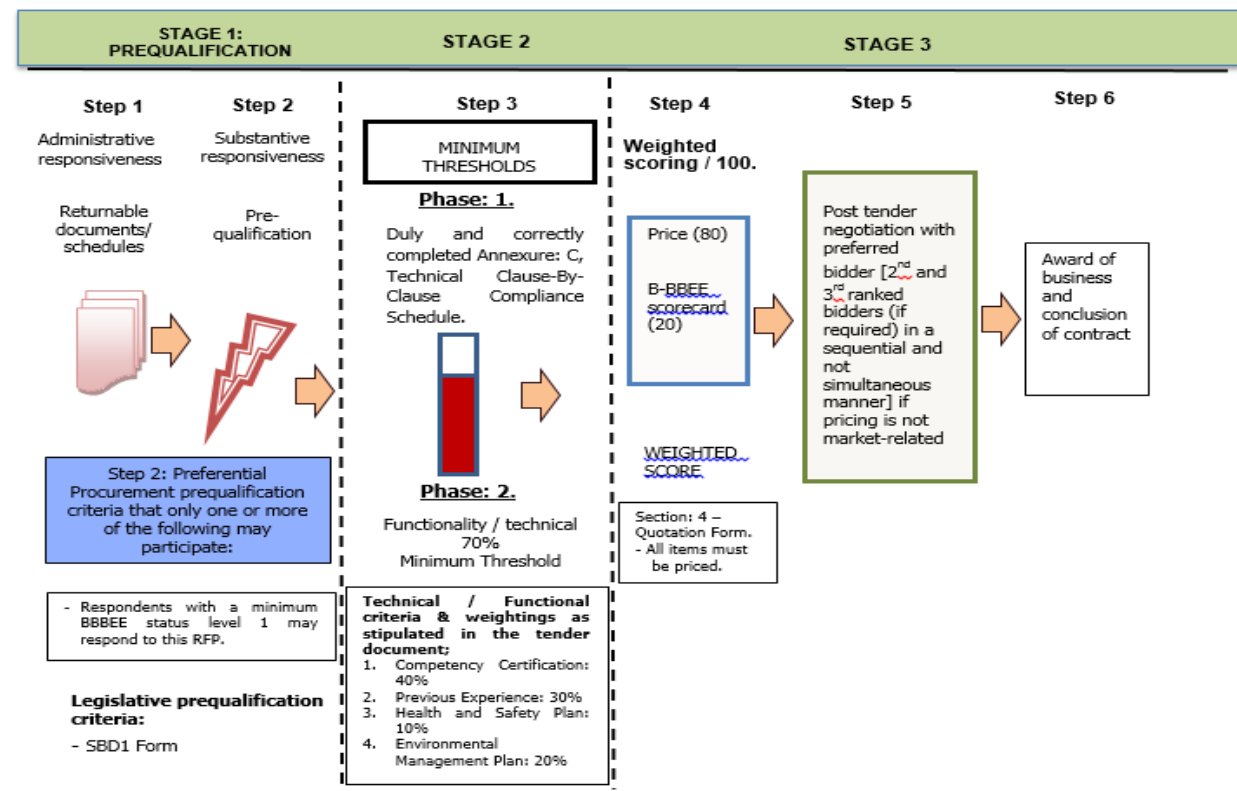
Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. **Please submit details of your entity's policies in this regard ?**

4 GENERAL SERVICE PROVIDER OBLIGATIONS

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

5 EVALUATION METHODOLOGY

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



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

5.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

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

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

5.2 STEP TWO: Test for Substantive Responsiveness to RFP

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

Check for substantive responsiveness	RFP Reference
<ul style="list-style-type: none"> Whether any general pre-qualification criteria set by Transnet, have been met 	<i>All sections including: Section 2 paragraphs 6 and 10.2, General Bid Conditions clause 20</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule 	<i>Section 4</i>
<ul style="list-style-type: none"> Whether the Bid complies with legislative prequalification criteria set by Transnet; <ul style="list-style-type: none"> - SBD 1 Form, duly and correctly completed. 	<i>Section 1</i>
<ul style="list-style-type: none"> Whether any set prequalification criteria for preferential procurement have been met: <ul style="list-style-type: none"> - Minimum B-BBEE threshold of Level: 1. 	<i>Section 2 - Paragraph 6</i>

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

5.3 STEP THREE: Technical Evaluation Criteria.

5.3.1 Phase: 1 – Technical Pre-Qualification.

Check for Technical Pre-Qualification responsiveness
<ul style="list-style-type: none"> Whether any Technical pre-qualification set by Transnet have been met as follows: <ul style="list-style-type: none"> - Annexure: C – Clause-By-Clause Compliance, duly and correctly completed.
<p>Note: Failure to provide the above mentioned Returnable Document 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.</p>

5.3.2 Phase: 2 – Minimum Threshold 70% for Technical Criteria

Failure to achieve the minimum 70% threshold will lead to disqualification. The test for the Technical and Functional threshold will include the following

Technical responsiveness (Refer to Annexure: B.)
<ul style="list-style-type: none"> • The technical pre-qualification set by Transnet is as follows: <ul style="list-style-type: none"> - Competency Certificates (Haz-Chem Training and Valid Drivers Licence – 40% - Previous Experience and Related Work Completed – 30% - Health & Safety Plan – 10% - Environmental Management Plan – 20%

Item No	Quality Criteria	Scoring Matrix	Points Available
1	<p>Competency Certifications. (Haz- Chem Training & valid driver’s License.)</p> <p>Competency certificates and licensing for Haz-Chem Truck Drivers to consist of, and be in accordance with;</p> <ul style="list-style-type: none"> – Haz-Chem Certification obtained from a registered training institution. – The driver’s license must be valid and appropriate for the vehicle driven. – The driver’s license must display the PDP and Haz-Chem qualifications. 	<p>0 Points: Tenderer did not submit any certifications or License.</p> <p>10 Points: Tenderer only submitted one [1] of the three [3] required certifications.</p> <p>25 Points: Tenderer only submitted two [2] of the three [3] required certifications.</p> <p>40 Points: Tenderer submitted all three [3] of the required certifications.</p>	40
2	<p>Previous experience and related work completed.</p> <p>Company’s number of successful projects completed, for similar projects (Disposal of hazardous materials.), complete with written, contactable/traceable references, and/or completion certificates, as proof.</p> <p>(References to display the following;</p> <ul style="list-style-type: none"> – Company name [References] – Contact person [References] – Contact details [References] – Duration and value of projects completed or in execution. 	<p>0 Points: Tenderer submitted no contactable/traceable reference.</p> <p>10 Points: Tenderer submitted 1 contactable/traceable reference.</p> <p>15 Points: Tenderer submitted 2 – 3 contactable/traceable references.</p> <p>20 Points: Tenderer submitted 4 – 5 contactable/traceable references.</p> <p>25 Points: Tenderer submitted 6 – 7 contactable/traceable references.</p> <p>30 Points: Tenderer submitted more than 7 contactable/traceable references.</p>	30

Item No	Quality Criteria	Scoring Matrix	Points Available
3	Health & Safety plan. (Licensed dump site.)		10
	<p>The Health & Safety plan must consist of, and be in accordance with;</p> <ul style="list-style-type: none"> - OHSA 1993 - TFR Health & Safety Spec: TFR-ISM-RN-R&C-FM009 - Detailed Risk Assessment - Construction Safety File (INDEX) - Detailed Safe Working Method Statement 	<p>0 Points: Tenderer did not submit a Health and Safety Plan, and did not qualify for any of the five listed requirements.</p> <p>2 Points: Tenderer submitted a Health and Safety Plan, which only consist of one of the five listed requirements.</p> <p>4 Points: Tenderer submitted a Health and Safety Plan, which consist of two of the five listed requirements.</p> <p>6 Points: Tenderer submitted a Health and Safety Plan, which consist of three of the five listed requirements.</p> <p>8 Points: Tenderer submitted a Health and Safety Plan, which consist of four of the five listed requirements.</p> <p>10 Points: Tenderer submitted a Health and Safety Plan, which consist of all five listed requirements.</p>	
4	Environmental Management Plan (EMP). [For licensed dump site.]		20
	<p>Environmental Management Program (EMP) must consist of, and be in accordance with;</p> <ul style="list-style-type: none"> - EMP file index - Project specific (Haz-Chem.) - ISO 14001 	<p>0 Points: Tenderer did not submit any Environmental Management Program. (EMP)</p> <p>5 Points: Tenderer submitted a generic EMP, which did not consist of any of the three listed requirements.</p> <p>10 Points: Tenderer submitted an EMP, which only consist of one of the three listed requirements.</p> <p>15 Points: Tenderer submitted an EMP, which consist of two of the three listed requirements.</p> <p>20 Points: Tenderer submitted an EMP, which consist of all three the listed requirements.</p>	
Total			100

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

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

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

5.4 STEP FOUR: Evaluation and Final Weighted Scoring

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

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

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

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

Where:

Ps = Score for the Bid under consideration

Pt = Price of Bid under consideration

Pmin = Price of lowest acceptable Bid

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

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

5.5 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Percentage [%]
Technical / functionality – Phase: 1.	100%
Technical / functionality – Phase: 2.	70%

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

NOTE: Final Price scores will be rounded off to the nearest 2 (two) decimal places, and

- All items must be priced, per pricing schedule (Price Schedules; A, B, C, D, E, F, G and H.), and prices must be quoted in South African Rand, Excluding VAT, for year 1 and year 2, as per the price schedules. Incomplete or incorrect price schedule/s received, will result to immediate disqualification of the bid.
- Transnet reserves the right to do a split award, as per the various price schedules listed in this RFP document, Section: 4. (Price Schedules: A, B, C, D, E, F, G and H.)
- 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 will result in a bid being declared non responsive. (All items must be priced, Lead times will not be evaluated and are for information purposes only.)

- Bidders are advised that they take responsibility for submitting quotations that are correct and without any arithmetical errors. All line items must reflect the correct unit price and total price, after taking into account the quantity. The sum of all line items must correctly reflect the total of all line items, without VAT and including VAT. Transnet may disqualify bidders that submit bids with arithmetical errors.

(Refer to **Notes to Pricing** in Section: 4 - Pricing and Delivery Schedule, below.)

5.6 **STEP FIVE: Post Tender Negotiations**

- Respondents are to note that Transnet may not award a contract if the price offered is not market-related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
 - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
 - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

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

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

SECTION 4: PRICING AND DELIVERY SCHEDULE

Respondents will be required to complete the table below for pricing:

Transnet reserves the right to do a split award, per price schedules. All items must be priced, per pricing schedule, Incomplete or incorrect price schedule/s will result to immediate disqualification of the bid.

Price Schedule: A. (TFR Internal Ref: S.)				
A: Hire 7m ³ Skip, Transportation (Return basis.) and Disposal of Waste, at an Approved and Licenced Landfill site, on behalf of TFR (RME), Richards Bay & Empangeni areas. (As & When Required.)				
Item No	Description of Item	Unit.	Rate, per item. [ZAR] Year 1.	Rate, per item. [ZAR] Year 2.
1	Hire of Skip, 7m³ Compatible Industrial Bin. (Rate: Rental Per bin, per month.)	Each		
2	Disposal of Hazardous Material: Asbestos , (Rate: Per Ton, Including Transport.)	Ton		
3	Disposal of Hazardous Material: Other Dangerous Waste (e.g. Chemicals/Acids/Oils etc.) (Rate: Per Ton, Including Transport.)	Ton		
4	Disposal of Hazardous Material: Contaminated Waste , (Rate: Per Ton, Including Transport.)	Ton		
5	Disposal of Waste Material: General Waste , (Rate: Per Ton, Including Transport.)	Ton		
6	Disposal of 210 Lt Drums, Fluorescent Tube Material , (Rate: Per 210 Lt Drum, Including Transport.)	Drum		

Delivery Lead-Time from receipt of purchase order, to deliver Hired Skip Bins: _____ [days]

Lead-Time from receipt of purchase order, to collect, dispose waste & return Skip: _____ [days]

Price Schedule: B. (TFR Internal Ref: E, 1.)				
B: Hire 7m ³ Skip, Transportation (Return basis.) and Disposal of Waste, at an Approved and Licenced Landfill site, on behalf of TFR (Infra. Electrical Depot) Coal, Richards Bay / Empangeni areas. (As & When Required.)				
Item No	Description of Item	Unit.	Rate, per item. [ZAR] Year 1.	Rate, per item. [ZAR] Year 2.
1	Hire of Skip, 7m³ Compatible Industrial Bin. (Rate: Rental Per bin, per month.)	Each		
2	Disposal of Hazardous Material: Asbestos , (Rate: Per Ton, Including Transport.)	Ton		
3	Disposal of Hazardous Material: Other Dangerous Waste (e.g. Chemicals/Acids/Oils etc.) (Rate: Per Ton, Including Transport.)	Ton		
4	Disposal of Hazardous Material: Contaminated Waste , (Rate: Per Ton, Including Transport.)	Ton		
5	Disposal of Waste Material: General Waste , (Rate: Per Ton, Including Transport.)	Ton		
6	Disposal of 210 Lt Drums, Fluorescent Tube Material , (Rate: Per 210 Lt Drum, Including Transport.)	Drum		

Delivery Lead-Time from receipt of purchase order, to deliver Hired Skip Bins: _____ [days]

Lead-Time from receipt of purchase order, to collect, dispose waste & return Skip: _____ [days]

Price Schedule: C. (TFR Internal Ref: E, 2.)				
C: Hire 7m ³ Skip, Transportation (Return basis.) and Disposal of Waste, at an Approved and Licenced Landfill site, on behalf of TFR (Infra. Electrical), Coal Ulundi area. (As & When Required.)				
Item No	Description of Item	Unit.	Rate, per item. [ZAR] Year 1.	Rate, per item. [ZAR] Year 2.
1	Hire of Skip, 7m³ Compatible Industrial Bin. (Rate: Rental Per bin, per month.)	Each		
2	Disposal of Hazardous Material: Asbestos , (Rate: Per Ton, Including Transport.)	Ton		
3	Disposal of Hazardous Material: Other Dangerous Waste (e.g. Chemicals/Acids/Oils etc.) (Rate: Per Ton, Including Transport.)	Ton		
4	Disposal of Hazardous Material: Contaminated Waste , (Rate: Per Ton, Including Transport.)	Ton		
5	Disposal of Waste Material: General Waste , (Rate: Per Ton, Including Transport.)	Ton		
6	Disposal of 210 Lt Drums, Fluorescent Tube Material , (Rate: Per 210 Lt Drum, Including Transport.)	Drum		

Delivery Lead-Time from receipt of purchase order, to deliver Hired Skip Bins: _____ [days]

Lead-Time from receipt of purchase order, to collect, dispose waste & return Skip: _____ [days]

Price Schedule: D. (TFR Internal Ref: B.)				
D: Hire 7m ³ Skip, Transportation (Return basis.) and Disposal of Waste, at an Approved and Licenced Landfill site, on behalf of TFR (Infra. Depot), Richards Bay & Empangeni area. (As & When Required.)				
Item No	Description of Item	Unit.	Rate, per item. [ZAR] Year 1.	Rate, per item. [ZAR] Year 2.
1	Hire of Skip, 7m³ Compatible Industrial Bin. (Rate: Rental Per bin, per month.)	Each		
2	Disposal of Hazardous Material: Asbestos , (Rate: Per Ton, Including Transport.)	Ton		
3	Disposal of Hazardous Material: Other Dangerous Waste (e.g. Chemicals/Acids/Oils etc.) (Rate: Per Ton, Including Transport.)	Ton		
4	Disposal of Hazardous Material: Contaminated Waste , (Rate: Per Ton, Including Transport.)	Ton		
5	Disposal of Waste Material: General Waste , (Rate: Per Ton, Including Transport.)	Ton		
6	Disposal of 210 Lt Drums, Fluorescent Tube Material , (Rate: Per 210 Lt Drum, Including Transport.)	Drum		

Delivery Lead-Time from receipt of purchase order, to deliver Hired Skip Bins: _____ [days]

Lead-Time from receipt of purchase order, to collect, dispose waste & return Skip: _____ [days]

Price Schedule: E. (TFR Internal Ref: P, 1.)				
A: Hire 7m ³ Skip, Transportation (Return basis.) and Disposal of Waste, at an Approved and Licenced Landfill site, on behalf of TFR (Infra, Coal), Vryheid areas. (As & When Required.)				
NOTE: Vryheid area includes the following addresses; 227 Mark Str., Electrical Depot Vryheid East, Signals and Telecomm Depots off Tippet Drive, Perway Depot Off Jan Moolman Drive.				
Item No	Description of Item	Unit.	Rate, per item. [ZAR] Year 1.	Rate, per item. [ZAR] Year 2.
1	Hire of Skip, 7m³ Compatible Industrial Bin. (Rate: Rental Per bin, per month.)	Each		
2	Disposal of Hazardous Material: Asbestos , (Rate: Per Ton, Including Transport.)	Ton		
3	Disposal of Hazardous Material: Other Dangerous Waste (e.g. Chemicals/Acids/Oils etc.) (Rate: Per Ton, Including Transport.)	Ton		
4	Disposal of Hazardous Material: Contaminated Waste , (Rate: Per Ton, Including Transport.)	Ton		
5	Disposal of Waste Material: General Waste , (Rate: Per Ton, Including Transport.)	Ton		
6	Disposal of 210 Lt Drums, Fluorescent Tube Material , (Rate: Per 210 Lt Drum, Including Transport.)	Drum		

Delivery Lead-Time from receipt of purchase order, to deliver Hired Skip Bins: _____ [days]

Lead-Time from receipt of purchase order, to collect, dispose waste & return Skip: _____ [days]

Price Schedule: F. (TFR Internal Ref: P, 2.)				
A: Hire 7m ³ Skip, Transportation (Return basis.) and Disposal of Waste, at an Approved and Licenced Landfill site, on behalf of TFR (Infra Depot), Paulpietersburg areas. (As & When Required.)				
Item No	Description of Item	Unit.	Rate, per item. [ZAR] Year 1.	Rate, per item. [ZAR] Year 2.
1	Hire of Skip, 7m³ Compatible Industrial Bin. (Rate: Rental Per bin, per month.)	Each		
2	Disposal of Hazardous Material: Asbestos , (Rate: Per Ton, Including Transport.)	Ton		
3	Disposal of Hazardous Material: Other Dangerous Waste (e.g. Chemicals/Acids/Oils etc.) (Rate: Per Ton, Including Transport.)	Ton		
4	Disposal of Hazardous Material: Contaminated Waste , (Rate: Per Ton, Including Transport.)	Ton		
5	Disposal of Waste Material: General Waste , (Rate: Per Ton, Including Transport.)	Ton		
6	Disposal of 210 Lt Drums, Fluorescent Tube Material , (Rate: Per 210 Lt Drum, Including Transport.)	Drum		

Delivery Lead-Time from receipt of purchase order, to deliver Hired Skip Bins: _____ [days]

Lead-Time from receipt of purchase order, to collect, dispose waste & return Skip: _____ [days]

Price Schedule: G. (TFR Internal Ref: P, 3.)				
A: Hire 7m ³ Skip, Transportation (Return basis.) and Disposal of Waste, at an Approved and Licenced Landfill site, on behalf of TFR (Infra Depot), Piet Retief areas. (As & When Required.)				
Item No	Description of Item	Unit.	Rate, per item. [ZAR] Year 1.	Rate, per item. [ZAR] Year 2.
1	Hire of Skip, 7m³ Compatible Industrial Bin. (Rate: Rental Per bin, per month.)	Each		
2	Disposal of Hazardous Material: Asbestos , (Rate: Per Ton, Including Transport.)	Ton		
3	Disposal of Hazardous Material: Other Dangerous Waste (e.g. Chemicals/Acids/Oils etc.) (Rate: Per Ton, Including Transport.)	Ton		
4	Disposal of Hazardous Material: Contaminated Waste , (Rate: Per Ton, Including Transport.)	Ton		
5	Disposal of Waste Material: General Waste , (Rate: Per Ton, Including Transport.)	Ton		
6	Disposal of 210 Lt Drums, Fluorescent Tube Material , (Rate: Per 210 Lt Drum, Including Transport.)	Drum		

Delivery Lead-Time from receipt of purchase order, to deliver Hired Skip Bins: _____ [days]

Lead-Time from receipt of purchase order, to collect, dispose waste & return Skip: _____ [days]

Price Schedule: H. (TFR Internal Ref: P, 4.)				
A: Hire 7m ³ Skip, Transportation (Return basis.) and Disposal of Waste, at an Approved and Licenced Landfill site, on behalf of TFR (Infra Depot), Ermelo South areas. (As & When Required.)				
Item No	Description of Item	Unit.	Rate, per item. [ZAR] Year 1.	Rate, per item. [ZAR] Year 2.
1	Hire of Skip, 7m³ Compatible Industrial Bin. (Rate: Rental Per bin, per month.)	Each		
2	Disposal of Hazardous Material: Asbestos , (Rate: Per Ton, Including Transport.)	Ton		
3	Disposal of Hazardous Material: Other Dangerous Waste (e.g. Chemicals/Acids/Oils etc.) (Rate: Per Ton, Including Transport.)	Ton		
4	Disposal of Hazardous Material: Contaminated Waste , (Rate: Per Ton, Including Transport.)	Ton		
5	Disposal of Waste Material: General Waste , (Rate: Per Ton, Including Transport.)	Ton		
6	Disposal of 210 Lt Drums, Fluorescent Tube Material , (Rate: Per 210 Lt Drum, Including Transport.)	Drum		

Delivery Lead-Time from receipt of purchase order, to deliver Hired Skip Bins: _____ [days]

Lead-Time from receipt of purchase order, to collect, dispose waste & return Skip: _____ [days]

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

Notes to Pricing:

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

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

- b) All items must be priced, per pricing schedule (Price Schedules; A, B, C, D, E, F, G and H.), and prices must be quoted in South African Rand, as per the various Price Schedules, for year 1 and year 2, as per the price schedules. Incomplete or incorrect price schedule/s will result to immediate disqualification of the bid.
- c) Transnet reserves the right to do a split award, as per the price schedules listed above. (Price Schedules: A, B, C, D, E, F, G and H.)
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule will result in a bid being declared non responsive. (All items must be priced. Incomplete bids will result in disqualification.)
- e) Bidders are advised that they take responsibility for submitting quotations that are correct and without any arithmetical errors. All line items must reflect the correct unit price and total price, after taking into account the quantity. The sum of all line items must correctly reflect the total of all line items, without VAT and including VAT. Transnet may disqualify bidders that submit bids with arithmetical errors.
- f) Quantities given are estimates only. Any orders resulting from this RFP will be on an "as and when required" basis.
- g) Prices are to be quoted on a delivered/collection basis, per pricing schedule above. (Price Schedules; A, B, C, D, E, F, G and H.)
- h) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- i) Delivery lead time will be calculated from date of receipt of the purchase order, and will not be evaluated but, are for information purposes.
- j) Respondents, if awarded the contract, are required to confirm that their prices quoted will be kept firm and fixed for the 24 month contract duration (Fixed prices quoted for year 1, and fixed price quoted for year 2.). [Not to be confused with bid validity period Section 2, clause 1]

YES	
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1. DISCLOSURE OF CONTRACT INFORMATION

PRICES TENDERED

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

JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS

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

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

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

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

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

Is the Respondent (Complete with a "Yes" or "No")						
A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO		
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

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

2. "AS AND WHEN REQUIRED" CONTRACTS

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

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

3. SERVICE LEVELS

- 3.1 An experienced national account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 3.2 Transnet will have quarterly reviews with the Supplier/Service provider's account representative on an on-going basis.
- 3.3 Transnet reserves the right to request that any member of the Supplier/Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 3.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
 - a) Random checks on compliance with quality/quantity/specifications
 - b) On-time deliveryIf the Service provider does not achieve this level as an average over each quarter, Transnet will receive a 1.5% [one and a half per cent] rebate on quarterly sales payable in the next quarter
- 3.5 The Supplier/Service provider must provide a telephone number for customer service calls.
- 3.6 Failure of the Supplier/Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Supplier/Service provider of its intention to do so.

Acceptance of Service Levels:

YES		NO	
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4. RISK

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

4.1 Quality and specification of Goods/Services delivered:

4.2 Continuity of supply:

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

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

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

carrying on business trading/operating as

represented by _____

in my capacity as _____

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

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

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

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

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

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

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

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

 Respondent's Signature

 Date & Company Stamp

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

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

ADDRESS FOR NOTICES

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

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

Name of Entity: _____

Facsimile: _____

Address: _____

NOTIFICATION OF AWARD OF RFP

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

VALIDITY PERIOD

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

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

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

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

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

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

RETURNABLE DOCUMENTS

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

Respondent's Signature

Date & Company Stamp

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, before submitting the Tender Document.

a) Mandatory Returnable Documents

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

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
Section 1: SBD1 Form	
SECTION 4: Pricing and Delivery Schedule. (NOTE: Transnet reserves the right to do a split award, as per the various price schedules, listed as Price Schedule: A, B, C, D, E, F, G and H.)	
Valid and original (or a certified copy) of proof of Respondent's compliance to B-BBEE requirements stipulated in Section 9 of this RFP. (Minimum of Level: 1 contributors.)	
ANNEXURE C: Clause-By-Clause Compliance, duly and correctly completed.	

b) Returnable Documents Used for Scoring

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

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
ANNEXURE B: Technical Submission/Questionnaire (Duly and Correctly Completed.)	
Submitted competency certificates and licensing for Haz-Chem Truck Drivers to consist of, and be in accordance with; <ul style="list-style-type: none"> - Haz-Chem Certification obtained from a registered training institution. - The driver's license must be valid and appropriate for the vehicle driven. - The driver's license must display the PDP and Haz-Chem qualifications. (Maximum points will be scored if the Tenderer has a Haz-Chem Trained driver, and submitted a valid driver's license displaying the Haz-Chem and PDP qualifications.)	

<u>RETURNABLE DOCUMENTS USED FOR SCORING</u>	SUBMITTED [Yes or No]
<p>Submitted company’s number of projects successfully completed, for similar projects (Disposal of hazardous materials.), complete with written, contactable/traceable references, and/or completion certificates, as proof.</p> <p>References to display the following;</p> <ul style="list-style-type: none"> - Referenced Company name - Referenced Contact person - Referenced Contract details - Values of project/s completed or in execution. <p>(Maximum points will be scored if the Tenderer submitted more than 7 valid/qualifying contactable/traceable references.)</p>	
<p>The Health & Safety plan must consist of, and be in accordance with;</p> <ul style="list-style-type: none"> - OHS 1993 - TFR Health & Safety Spec - Detailed Risk Assessment - Construction Safety File (INDEX) - Detailed Safe Working Method Statement <p>(Maximum points will be scored if the Tenderer submitted an excellent Health and Safety Plan, which consist of all five listed requirements above.)</p>	
<p>Environmental Management Program (EMP) must consist of, and be in accordance with;</p> <ul style="list-style-type: none"> - EMP file index - Project specific (Haz-Chem.) - ISO 14001 <p>(Maximum points will be scored if the Tenderer submitted an outstanding EMP, which consist of all three the listed requirements above.)</p>	

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	
SECTION 5 : Proposal Form and List of Returnable documents	
SECTION 6 : Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7 : RFP Declaration and Breach of Law Form	
SECTION 9 : B-BBEE Preference Claim Form	
Section 11 : SBD 9 - Certificate Of Independent Bid Determination	
Annexure A: Technical Scope of Requirement	
Supplier Declaration Form	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its valid proof of B-BBEE status, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

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

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

1	Transnet’s General Bid Conditions
2	Transnet’s Supplier Integrity Pact
3	Non-disclosure Agreement
4	Specifications attached to this RFP
5	Supplier Declaration Form and all supporting documents (first time vendors only). 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 to which they intend to respond on, before submitting the bid. **The Bidder agrees that he/she will have no claim or cause of action based on an allegation that any aspect of this RFP was unclear but in respect of which he/she failed to obtain clarity.**

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

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Proposal [**RFP**];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Goods/Services as well as Transnet information and Employees, and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. At no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
5. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner;
6. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
7. We declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid;
8. We declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of Transnet;
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFP; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

FULL NAME OF OWNER / MEMBER / DIRECTOR / PARTNER / SHAREHOLDER / EMPLOYEE and 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.]

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:
- 13.6. VAT Registration 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.

"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.

13.7. 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 / personnel numbers must be indicated in paragraph 14 below.

 Respondent's Signature

 Date & Company Stamp

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

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

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this ____ day of _____ 20__

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC
Place:	Registration Name of Company/CC

SECTION 9 : B-BBEE PREFERENCE POINTS CLAIM FORM

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

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small 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

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = 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 .]
EME²	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contribution: =(maximum of 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

<input type="checkbox"/> YES	<input type="checkbox"/> NO
------------------------------	-----------------------------

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	NO
-----	----

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....
- 8.2 VAT registration number:.....
- 8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

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

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

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

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

SECTION 10: 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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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 11: SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation Programme (NIPP), which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIPP requirements. NIPP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

- 1.1 The NIPP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$5 million or other currency equivalent to US\$5 million will have a NIP obligation. This threshold of US\$5 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$5 million.

or

 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$5 million.

or

 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$5 million.

or

 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$5 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIPP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIPP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with their bid documentation at the closing date and time of the bid.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIPP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid number;
 - Description of the goods or services;
 - Date on which the contract was awarded;
 - Name, address and contact details of the contractor;
 - Value of the contract; and
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIPP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIPP obligation;
 - b. the contractor and the DTI will sign the NIPP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
 - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - f. the contractor will implement the business plans; and
 - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 4.2 The NIPP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number	Closing date:
Name of bidder.....	
Postal address	
.....	
Signature.....	Name (in print).....
Date.....	

SECTION 12: PROTECTION OF PERSONAL INFORMATION

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

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

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

identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.

- 11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

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

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

Signature of Respondent's authorised representative: _____

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

ANNEXURE A : TECHNICAL SCOPE OF REQUIREMENT

PROVISION/HIRE OF WASTE SKIP BINS, COLLECT / REMOVE WASTE SKIP BINS, AND DISPOSE OF WASTE MATERIALS (CONTAMINATED AND OTHERS) IN THESE BINS, AT A REGISTERED LANDFILL SITE, ON AN "AS AND WHEN" REQUIRED BASIS, FOR A TWENTY FOUR [24] MONTH PERIOD. REQUIRED IN THE RICHARDS BAY, EMPANGENI, ULUNDI, VRYHEID, PAULPIETERSBURG AND PIET RETIEF AREAS.

1. SCOPE

This contract covers the hire of waste skips bins, transportation and disposal of general and Hazardous waste on an "As and When Required" basis in the Richards Bay, Empangeni, Ulundi, Vryheid, Paulpietersburg and Piet Retief areas.

2. WORK TO BE PERFORMED

The successful supplier will perform the following work:

- a) Hire of 7m³ Skips.
- b) Transportation of waste in skips (General, Hazardous, Asbestos and Fluorescent lights).
- c) Disposal of waste at an approved and licensed landfill site.
- d) Provision of the Safe Disposal Certificates.
- e) Disposal of Type 1 hazardous waste.

3. ADDITIONAL INFORMATION

- a) The trucks must be serviceable and must be registered as waste carriers;
- b) The Driver must be medically fit and license to operate vehicles;
- c) Provide proof license to dump hazardous waste at a landfill site;
- d) Provide vehicles and operator/driver license as waste carries;
- e) Proof of permit from TNPA of waste disposal license; and
- f) The tanker must conform to the OHS Act, 1993 under Construction Regulations of 2014.

4. SITE REQUIREMENTS

- a) The drivers, trucks and assistants responsible for delivering the goods or services to any Transnet site must have pre-arranged entry permits, where applicable. All arrangements for the Supplier's/Contractor's cost and responsibility.
- b) The truck making the deliveries must be serviceable and conform to OHS Act of 1993 and Construction Regulation of 2014.
- c) The driver must have a valid driver's licence and the assistant/s delivering the goods/services and must wear at least the minimum Personal Protective Equipment when entering the site.
- d) The Site Agent or Contract Manager must certify invoices for payment after the goods/services has been delivered and inspected.

ANNEXURE B : TECHNICAL SUBMISSION/QUESTIONNAIRE

1. Competency Certification. (Haz-Chem Training & Valid Driver’s Licence.)

Submit the following documents as a minimum with your tender to indicate, in detail, the Qualifications & Competencies of Staff/Drivers, to do the work:

Competency certificates and licensing for Haz-Chem Truck Drivers to consist of, and be in accordance with;

- Haz-Chem Certification obtained from a registered training institution.
- The driver’s license must be valid and appropriate for the vehicle driven.
- The driver’s license must display the PDP and Haz-Chem qualifications.

• **Competency Certification.**

The table below is for information purposes only to indicate the method of scoring that will be followed to Evaluate the Qualifications & Competencies of Staff/Drivers, as submitted by the Tenderer:

Score (Maximum total of 40 Points.)	Competency Certification. (Haz-Chem Training & Valid Driver’s Licence.)
No Response (score 0)	Tenderer did not submit any certifications or Licenses.
Poor (score 10)	Tenderer only submitted one [1] of the three [3] required certifications.
Average (score 25)	Tenderer only submitted two [2] of the three [3] required certifications.
Good (score 40)	Tenderer submitted all three [3] of the required certifications.

The scoring of the previous experience requirements will be as follows:

Score (Maximum total of 30 Points.)	Previous Experience
No Response (score 0)	Tenderer submitted no contactable/traceable reference.
Poor (score 10)	Tenderer submitted 1 contactable/traceable reference.
Fair (score 15)	Tenderer submitted 2 – 3 contactable/traceable references.
Average (score 20)	Tenderer submitted 4 – 5 contactable/traceable references.
Good (score 25)	Tenderer submitted 6 – 7 contactable/traceable references.
Excellent (score 30)	Tenderer submitted more than 7 contactable/traceable references.

3. Health & Safety

Submit the following documents as a minimum with your tender to indicating in detail how the work will be undertaken safely:

The Health & Safety plan must consist of, and be in accordance with;

- OHS 1993
- TFR Health & Safety Spec: TFR-ISM-RN-R&C-FM009
- Detailed Risk Assessment
- Construction Safety File (INDEX)
- Detailed Safe Working Method Statement

• Health & Safety Plan,

The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the Health & Safety Plan submitted by the Tenderer:

Score (Maximum total of 10 Points.)	Health & Safety Plan
No Response (score 0)	Tenderer submitted no Health and Safety Plan, or any other plan that consist of any of the five listed requirements.
Poor (score 2)	Tenderer submitted a poor Health and Safety Plan, which only consist of one of the five listed requirements.
Fair (score 4)	Tenderer submitted a fair Health and Safety Plan, which consist of two of the five listed requirements.
Average (score 6)	Tenderer submitted an average Health and Safety Plan, which consist of three of the five listed requirements.
Good (score 8)	Tenderer submitted a good Health and Safety Plan, which consist of four of the five listed requirements.
Excellent (score 10)	Tenderer submitted an excellent Health and Safety Plan, which consist of all five listed requirements.

4. Environmental Management Program (EMP). [For licenced dump site.]

Submit the following documents as a minimum with your tender to indicating the procedures, in detail, undertaken to do the work:

Environmental Management Program must consist of, and be in accordance with;

- EMP file index
- Project specific (Haz-Chem.)
- ISO 14001

• **Environmental Management Program EMP).**

The table below is for information purposes only to indicate the method of scoring that will be followed to

Evaluate the Environmental Management Program submitted by the Tenderer:

Score (Maximum total of 20 Points.)	Environmental Management Program (EMP). [For licenced dump site.]
No Response (score 0)	Tenderer did not submit any EMP.
Poor (score 5)	Tenderer submitted a generic EMP, which did not consist of any of the three listed requirements.
Fair (score 10)	Tenderer submitted a poor EMP, which only consist of one of the three listed requirements.
Good (score 15)	Tenderer submitted an average EMP, which consist of two of the three listed requirements.
Excellent (score 20)	Tenderer submitted an outstanding EMP, which consist of all three the listed requirements.

ANNEXURE C : CLAUSE-BY-CLAUSE COMPLIANCE.

Hire/delivery of waste skip bins, collect/remove waste skip bins, and disposal of waste materials (contaminated and others) in these bins, at a registered landfill sites, on an "as & when" required basis, for a 24 month period.

The compliance response is to contain "Comply", or "Do Not Comply", **ONLY !!!**, for each statements below.

Comply is to be applied against each statements as "Compliance Response" if the offered product/service comply with all the Specifications required.

Where "Do not comply" is inserted, **remarks must be supplied as to the reason for the deviation from the original specification/requirement.**

Note: Failure to comply with these minimum requirements, used for purposes of scoring a bid, by the closing date and time will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.

Specification	Compliance response – Comply, or Do Not Comply, ONLY !!!	Explanation / Deviation / Reason, if not comply.
All Skip sizes will be 7m ³		
All Drums, for fluorescent tubes, will be 210Lt		
You legally qualify to transport waste, General, Hazardous, Asbestos and Fluorescent lights.		
Disposal of waste will be done at an approved and licensed landfill/disposal site.		
You will Provide Valid Safe Disposal Certificates with every invoice.		
You legally qualify for the disposal of Type 1 hazardous waste.		
All transportation vehicles are serviceable and registered as waste carriers		
Proof of application for a waste disposal license permit, obtained from TNPA, will be provided before commencing any operation on site. (Where applicable – Port areas.)		
All tankers will conform to the OHS Act, 1993 under Construction Regulations of 2014		