

Transnet Pot Terminals

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

REQUEST FOR QUOTATION [RFQ] No iCLM DB 772/TPT

FOR THE PROVISION OF OFFICE, BUILDING, WORKSHOP CLEANING AND TEA SERVICES FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN: MPT POINT, CAR TERMINAL, MAYDON WHARF AND AGRIBULK FOR A PERIOD OF THREE (3) MONTHS.

ISSUE DATE: 23 March 2023

CLOSING DATE: 06 April 2023

CLOSING TIME: 12:00 PM

Note to the bidders:

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

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET PORT TERMINALS A DIVISION TRANSNET SOC LTD							
BID NUMBER:	iCLM DB	ISSUE DATE:	23 March 2023	CLOSING DATE:	06 April 2023	CLOSING TIME:	12:00 noon
DESCRIPTION	PROVISION OF OFFICE, BUILDING, WORKSHOP CLEANING AND TEA SERVICES FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN: MPT POINT, CAR TERMINAL, MAYDON WHARF AND AGRIBULK FOR A PERIOD OF THREE (3) MONTHS.						
BID RESPONSE DOCUMENTS SUBMISSION							
<p>Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.</p> <p>RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.</p> <p>The Transnet e-Tender Submission Portal can be accessed as follows:</p> <ul style="list-style-type: none"> Log on to the Transnet eTenders management platform website/Portal (transnetetenders.azurewebsites.net) (please use Google Chrome to access Transnet link/site free of charge); Click on "ADVERTISED TENDERS" to view advertised tenders; Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information); Click on "SIGN IN/REGISTER" - to sign in if already registered; Toggle (click to switch) the "Log an Intent" button to submit a bid; Submit bid documents by uploading them into the system against each tender selected. No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net 							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Zine Mdaki			CONTACT PERSON	n/a		
TELEPHONE NUMBER	0313618769			TELEPHONE NUMBER	n/a		
FACSIMILE NUMBER	n/a			FACSIMILE NUMBER	n/a		
E-MAIL ADDRESS	zine.mdaki@transnet.net			E-MAIL ADDRESS	n/a		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER:	MAAA

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

PART B TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS
<p>1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE: _____

SECTION 2: NOTICE TO BIDDERS

1 Responses to RFQ

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

2 Formal Briefing

A 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 3 [Communication] below.

3 Communication

3.1 Specific queries relating to this RFQ before the closing date of the RFQ should be submitted onto the system and to [**zine.mdaki@transnet.net**] before **12:00 pm on 04 April 2023**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.

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

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

3.4 Respondents may also, at any time after the closing date of the RFQ, communicate with the name of delegated individual on any matter relating to its RFQ response:

Telephone 0313618769

Email: zine.mdaki@transnet.net

3.5 All unsuccessful bidders have a right to request Transnet to furnish individual reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

4 Legal Compliance

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

5 Employment Equity Act

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

6 Changes to Quotations

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

7 Binding Offer

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

8 Disclaimers

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

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;

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

9 Specification/Scope of Work

Refer to Annexure A

10 Legal review

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

11 Security clearance

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

12 National Treasury's Central Supplier Database

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of

certain key supplier information. Transnet is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

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

13 Tax Compliance

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


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

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

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






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


TIP-OFFS ANONYMOUS:





Ethics Helpdesk
Ethics Management Systems (Pty) Ltd.


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

				
	<p>AI Voice Bot "Jack" Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.</p>	<p>What's App Speak to an Agent via What's App.</p>	<p>Speak to an Agent Speak to an Agent via the platform with no call or data charge</p>	<p>Telegram Speak to an Agent via Telegram</p>


0800 003 056


086 551 4153

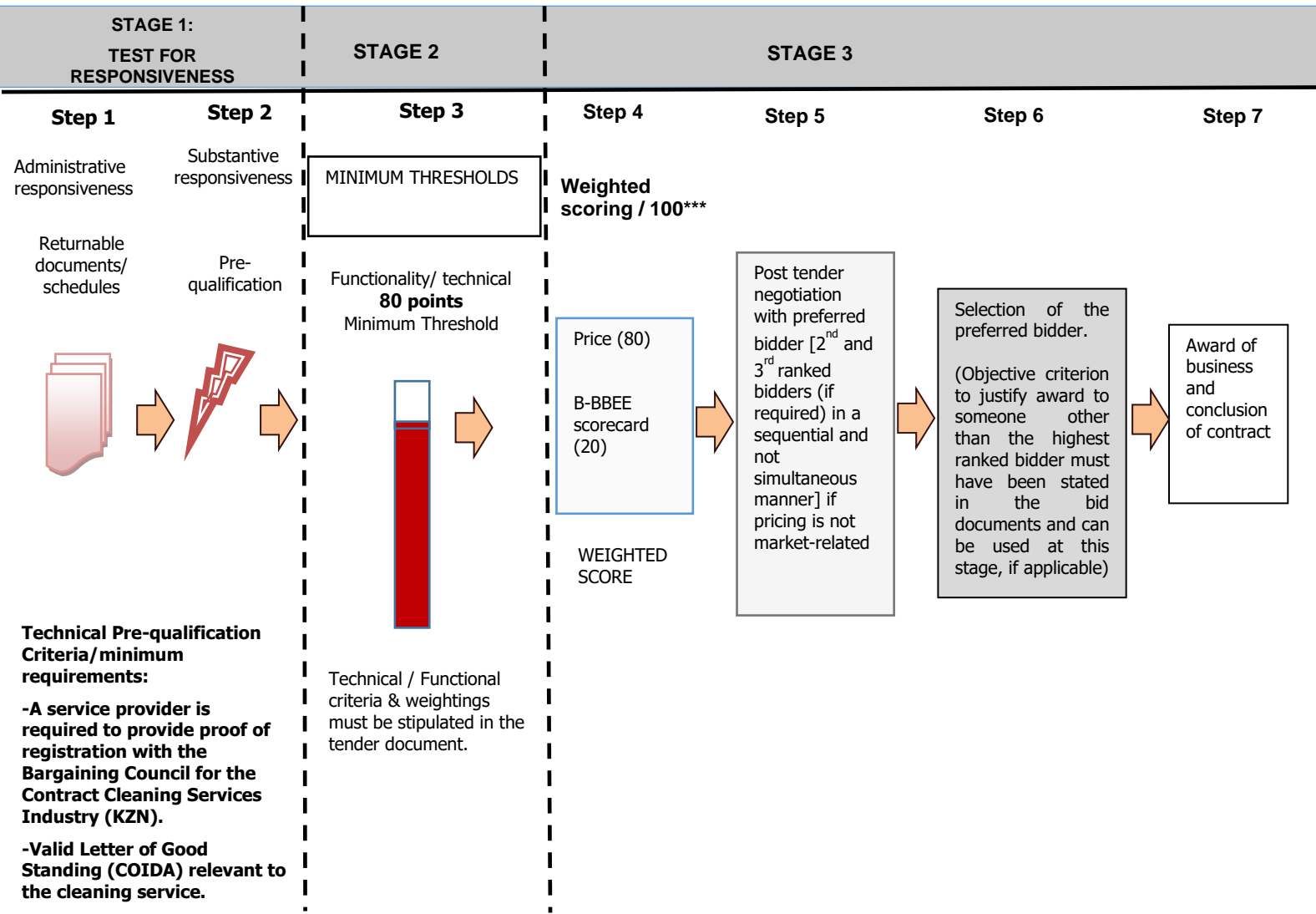

reportit@ethicshelpdesk.com


***120*0785980808#**

SECTION 3 EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

1 Evaluation Criteria

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



1.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

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

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

1.2 STEP TWO: Test for Substantive Responsiveness to RFQ

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

Check for substantive responsiveness	RFQ Reference
<ul style="list-style-type: none"> • Whether any general and legislation qualification criteria (excluding preferential procurement) set by Transnet, have been met 	<i>All sections</i>
<ul style="list-style-type: none"> • Whether the Bid contains a priced offer 	<i>Section 4 - Quotation Form</i>
<ul style="list-style-type: none"> • Whether the Bid materially complies with the scope and/or specification given 	<i>All Sections</i>
<ul style="list-style-type: none"> • Whether any Technical pre-qualification/eligibility criteria set by Transnet have been met as follows: <ul style="list-style-type: none"> - A service provider is required to provide proof of registration with the Bargaining Council for the Contract Cleaning Services Industry (KZN). - Valid Letter of Good Standing (COIDA) relevant to the cleaning service. 	<i>Section 2 – paragraph 10 (Scope of Work)</i>

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

1.3 STEP THREE: Minimum Threshold 80 points for Technical Criteria

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

Technical Evaluation Criteria	Points Weightings	Scoring guideline
A service provider is required to provide proof of registration with the Bargaining Council for the Contract Cleaning Services Industry (KZN).	Y/N	Bidder must provide proof of a valid registration with Bargaining Council for the Contract Cleaning Service Industry (KZN)
Valid Letter of Good Standing (COIDA) relevant to the cleaning service.	Y/N	Bidder must provide a Valid Letter of Good Standing (COIDA) relevant to the service
<p>Business Continuity Plan – Bidders to submit a comprehensive Business Continuity Plan including but not limited to the following criteria: Contingency labour work force per shift, Transport contingency plan.</p> <p>1. The strike management plan is crucial. It defines the roles and responsibilities of the strike management team. It should cover the following minimum information in the following categories: Pre-strike planning, during the</p>	5	<p>The bidder submits a comprehensive Business Continuity Plan = 5 Points</p> <p>Bidder submits insufficient comprehensive plan = 0 points</p>

Technical Evaluation Criteria	Points Weightings	Scoring guideline
strike, post-strike review. 2. List the strike management team and their contact details 3. Command centre operation and Communication protocols e.g. notifying customers and regular strike reports 4. Disciplinary process for illegally striking employees.		
Bidder must submit a minimum three (3) months bank statement and a sample of a system generated employee payslip.	40	A minimum three (3) months bank statement and a sample of a system generated employee payslip submitted = 40 points No three months bank statement and sample of a system generated employee payslip submitted = 0 points
The bidder to submit comprehensive method statement giving details on a day-to-day of the cleaning and disinfection process including but not limited to: 1. Colour Coding of cleaning equipment. 2. Cleaning of offices. 3. Cleaning of Ablutions 4. Cleaning of Workshops and Yard 5. Washing of windows	5	Bidder submits a comprehensive method statement = 5 Points Bidder submits insufficient method statement or method statement not submitted = 0 points
Bidder must submit proof from Department of Labour of contribution to UIF/Pension fund payment for their employees not older than six months from closing date of the tender	30	Bidder submits proof from Department of Labour of contribution to UIF/Pension fund payment for their employees = 30 points. Bidder does not submit proof from Department of labour of contribution to UIF/Pension fund payment for their employees = 0 points.
Bidder must submit CV of a Cleaning Supervisor with minimum of 2 years' experience within the cleaning environment with traceable reference/s and Supervisory Training Certificate of attendance.	10	Bidder to submit CV of a Cleaning Supervisor with minimum of 2 years' experience within the cleaning environment with traceable reference/s and Supervisory Training Certificate of attendance = 10 points Bidder does not submit CV of a Cleaning Supervisor with minimum of 2 years' experience within the

Technical Evaluation Criteria	Points Weightings	Scoring guideline
		cleaning environment with traceable reference/s and Supervisory Training Certificate of attendance = 0 points
Proof Of Experience: The Bidder must be in a business of providing cleaning services for a period of not less than two (2) years. The trade references must illustrate evidence that the Bidder has experience in providing industrial cleaning each trade reference letter must be on the client's letterhead, which must clearly state the services rendered by the Bidder, including number of years	10	List of 5 reference letters from companies = 10 points List of 3 to 4 reference letters companies with proof = 5 points List of 1 to 2 reference letters companies with proof = 2 points No list/no proof = 0 points
Total Weighting:	100	
Minimum qualifying score required:	80	

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

1.4 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.

1.5 STEP FIVE: Post Tender Negotiations (if applicable)

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

1.6 STEP SIX: Objective Criteria (if applicable)

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

- Geographical location;
 - Operating Office Facility Assessment: Bidder must be operating within 50 km radius from TPT Durban MPT Point Terminals. Bidder must submit Proof of Address in a form of Rates/Water/Electricity Statement/Bill or Valid Lease Agreement. Lease agreement to be accompanied by municipality Rates/Water/Electricity Statement/Bill not older than Six (6) Months from tender closing date.**
- all Risks identified during a risk assessment exercise/probity check (which may be conducted by an authorised third party) that would be done to assess all risks, including but not limited to:
 - the financial stability of the bidder based on key ratio analysis, which would include, but not be limited to Efficiency, Profitability, Financial Risk, Liquidity, Acid Test, and Solvency;
 - a due diligence to assess functional capability and capacity. This could include a site visit;
 - A commercial relationship with a Domestic Prominent Influential Person (DPIP) or Foreign Prominent Public Official (FPPO) or an entity of which such person or official is the beneficial owner; and
 - Reputational and Brand risks

1.7 STEP SEVEN: Award of business and conclusion of contract

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

- Otherwise, a final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

2 Validity Period

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

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

3 Disclosure of contract information

Johannesburg Stock Exchange Debt Listing Requirements

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

Domestic Prominent Influential Persons (DPIP) OR Foreign Prominent Public Officials (FPPO)

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

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

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

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

1						
2						
3						

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

4 Returnable Documents

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

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

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

a) Mandatory Returnable Documents

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

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 1: SBD1 Form	
SECTION 4: Quotation Form	
Technical Pre-Qualification: <ul style="list-style-type: none"> - A service provider is required to provide proof of registration with the Bargaining Council for the Contract Cleaning Services Industry (KZN). - Valid Letter of Good Standing (COIDA) relevant to the cleaning service. 	
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 7 of this RFQ.	

b) Returnable Documents Used for Scoring

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

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 7 of this RFP (Valid B-BBEE certificate or Sworn Affidavit)	
Business Continuity Plan	
Minimum of three (3) months bank statement and a sample of a system generated employee payslip.	
Comprehensive method statement	
Proof from Department of Labour of contribution to UIF/Pension fund payment	
CV of a Cleaning Supervisor with minimum of 2 years' experience within the cleaning environment with traceable reference/s and Supervisory Training Certificate of attendance.	
Proof Of Experience:	

c) Essential Returnable Documents:

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
SECTION 3: Evaluation Methodology, Criteria And Returnable Documents	
SECTION 5: Certificate of Acquaintance with RFQ Documents	
SECTION 6: RFQ Declaration and Breach of Law Form	
SECTION 7: B-BBEE Preference Claim Form	
SECTION 8: Protection of Personal Information	

5 CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its valid proof of B-BBEE status, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately

without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

SECTION 4

QUOTATION FORM

I/We _____

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

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

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

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

Price Schedule (Refer to Annexure B)

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

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

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

Notes to Pricing:

- 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 RFQ;
 - (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 RFQ;
 - (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 RFQ.

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFQ.
- b) All Prices must be quoted in South African Rand, exclusive of VAT
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.

- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.
- e) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

SECTION 5
CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

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

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

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

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

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

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

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 6
RFQ DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

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

Respondent's Signature

Date & Company Stamp

FULL NAME OF OWNER/MEMBER/DIRECTOR/
PARTNER/SHAREHOLDER/EMPLOYEE:

ADDRESS:

Indicate nature of relationship with Transnet:

[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet]. Information provided in the declarations may be used by Transnet and/or its affiliates to verify the correctness of the information provided.

11. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet [other than any existing and appropriate business relationship with Transnet] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

BIDDER'S DISCLOSURE (SBD4)

12 PURPOSE OF THE FORM

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

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

13 Bidder's declaration

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

YES/NO

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

Full Name	Identity Number	Name of State institution

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

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

YES/NO

13.2.1. If so, furnish particulars:

.....

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

YES/NO

13.3.1. If so, furnish particulars:

.....

14 DECLARATION

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

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

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

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

- 14.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 14.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this ____ day of _____ 20__

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

Respondent's Signature

Date & Company Stamp

SECTION 7

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, 2022.

1. GENERAL CONDITIONS

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

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

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

1.3 The 80/20 preference point system will be applicable to this tender.

1.4 Preference points for this bid shall be awarded for:

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

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

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

1.6 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.

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

2. DEFINITIONS

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

of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

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

- 4.1 In terms of Transnet SCM Policy on preferential procurement and Procurement Manuals, 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 .]
EME³	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder’s responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	NO
-----	----

v) Specify, by ticking the appropriate box, if subcontracting with any of the enterprises below:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;

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

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

SECTION 8

PROTECTION OF PERSONAL INFORMATION

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

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

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

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

Respondents are required to provide consent below:

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

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

Signature of Respondent’s authorised representative: _____

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

ANNEXURE A

PROVISION OF OFFICE, BUILDING, WORKSHOP CLEANING AND TEA SERVICES FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN: MPT POINT, CAR TERMINAL, MAYDON WHARF AND AGRIBULK FOR A PERIOD OF THREE (3) MONTHS.

SCOPE OF WORK

SCOPE OF WORK FOR THE PROVISION OF OFFICE, BUILDING, WORKSHOP CLEANING AND TEA SERVICES FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN: MPT POINT, CAR TERMINAL, MAYDON WHARF AND AGRIBULK, FOR A PERIOD OF THREE (3) MONTHS.

1. BACKGROUND:

The terminal management requires a service provider to provide cleaning services to ensure the buildings and workplace at all sites listed herein are always neat and tidy and conducive to productive working conditions. By taking pride in our buildings and house keeping it sets a precedent to our stakeholders, customers, and suppliers that TPT takes pride in their work and have expectations of high levels of performance. A well-kept building and offices can set a good first impression to people entering our premises. The appearance as well as the professional manner in which the cleaners conduct themselves is very important to TPT. The service provider needs to align themselves with TPT mission and work ethic.

TPT is desirous to enter into an agreement with a supplier for the provision of cleaning and tea services.

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

1.1. Cleaning needs to be performed at regular intervals to obtain the following results:

- efficient collection and removal of dirt;
- neat and tidy for appearance;
- health and safety; and
- removal of germs.

1.2. There are 2 methods of cleaning:

- Dry cleaning: Vacuuming and sweeping
- Wet cleaning: Mopping and scrubbing

Dry cleaning **must** precede **wet** cleaning.

2. THIS TENDER ENCOMPASSES THE PROVISION OF THE FOLLOWING:

- a) Cleaners to clean the offices buildings, workshops and yards as stipulated in the scope of work, this **Appendix (iii)**;
- b) Labour must include a supervisor;
- c) Office Cleaners to wash cups, glasses and dishes;

- d) Electrical equipment which must conform to SABS standards and shall be subjected to inspection by TPT's Health and Safety Representative;
- e) Supply of cleaning chemicals which are environmentally friendly (biodegradable products), anti-bacterial and anti-fungal cleaning materials. TPT requires Anti-Bacterial and anti-fungal soap used for toilets and messrooms and ablutions. Dishes in the kitchen must be washed with an anti-bacterial dish washer. Chemicals must have safety data sheets which must state health and safety information about products to be used, substances or chemicals that are classified as hazardous substances or dangerous goods. This file will have to be submitted to the TPT Representative;
- f) Kitchen utilities used for washing and drying of dishes must be provided by the Service Provider and must be kept clean and hygienic at all times;
- g) Receive meeting schedules from Personnel Assistants and Secretaries for meetings and prepare prior to the meeting;
- h) All cleaners including replacement cleaners are provided with suitable uniform that will be agreed upon with the SHEQ Management;
- i) Manage infection control and colour coding system must be followed at all times to prevent infection to TPT employees (colour coding is defined below under section 5);
- j) The storeroom dedicated for the storage of consumable and cleaning equipment must be kept in a neat and tidy condition to the satisfaction of the TPT SHEQ Management;
- k) All relevant signage relating to safety i.e. (slippery when wet) must be provided and visible at all times during the cleaning process;
- l) The relevant signage is kept in safe storage at all times when not in use. TPT will not be liable for any loss or damage to such equipment;
- m) Extension cords are of the correct amperage and subject to inspection by TPT's Health and Safety Representative;
- n) Provide SABS approved safety harnesses, ladders and attachments for the safe cleaning of windows;
- o) Minor building defects must be brought to the attention of TPT's SHEQ Manager. This includes defects such as plug points, light switches, leaking taps, pipes, urinals etc.;
- p) Blinds to be removed and dry-cleaned annually. Tenderers are to include this in their pricing schedule;
- q) Wearing of high visibility garments on the premises is mandatory therefore the Service Provider shall be responsible and accountable for providing PPE to employees where appropriate and where prescribed:
 - Overalls
 - Reflector vests
 - Safety boots/shoes
 - Hand gloves
 - Helmets (where required in the operational areas);
- r) ISPS Requirements: The Service Provider shall be responsible and accountable for ensuring that each employee requiring access onto the premises of TPT is in possession of (a TPT or

TNPA annual access card, this must be taken into account in the management fee) an identification card/tag duly issued by the Service Provider, which shall be prominently and conspicuously worn on the person of each employee, and shall include at least the following:

- A recent photograph of the wearer of such identification card or tag
- Full names and surname of the wearer of such identification card or tag
- Name of the company represented
- Identification of access areas
- The Service Provider shall inform TPT security officer in writing, if an employee has been suspended, fired or has resigned. The permit will immediately be withdrawn by the Service Provider and returned to TPT; and

s) Uniform clothing is defined as:

Office / Yard Cleaning Staff	Boardroom / Tea Serving Staff
3 x Shirts/Blouses/ T-/Golf Shirts	3 x Shirts/Blouses
3 x Skirts/Two Piece Overall Set	3 x Skirts / Pants
Name Badge	Name Badge
Socks	Socks
Safety Shoes	Shoes
Jersey	Jersey
Rain suit	

NB: Uniforms and T/Golf shirts must have reflective bands attached when used in operation area.

A change room with lockers for cleaners will be provided by TPT which can be used during their breaks and also when changing into their uniforms.

3. GENERAL OBLIGATION OF THE SERVICE PROVIDER:

- 3.1. The Service Provider shall be fully responsible to TPT for the acts and omissions of its employees, permitted sub-contractors and agents.
- 3.2. No sub- contractor may be appointed by the Service Provider without prior written consent of TPT, who shall be entitled to withhold such consent without assigning any reason therefor. If granted, then the Service Provider shall nevertheless remain liable to TPT as a principle for the fulfilment of all the obligations of the sub-contractor.
- 3.3. The Service Provider may not cede, assign, make over or delegate any of its rights and / or obligations to any third party without the prior written consent of TPT.
- 3.4. Any tariff increases will be limited to the official bargaining council announced rate.

- 3.5. All cleaning methods for the different types of surfaces and floors in the office buildings must be in line with TPT's requirements as stipulated in this **Appendix (iii)**. Understanding of wooden floors cleaning method, and supply of correct cleaning consumable and equipment for this type of floors is required;
- 3.6. Electrical cleaning equipment must not be left lying around in offices unattended if not in use;
- 3.7. The service provider must have an understanding of dry and wet cleaning methods, and supply of correct cleaning consumables and equipment for floors;
- 3.8. Ensure that all of its employees who are to perform Cleaning Services are physically fit and in a sufficiently sound mental condition to perform their duties;
- 3.9. All employees must undergo a medical examination upon appointment (i.e. produce fit for duty certificates from a registered occupational medical doctor based on job OREPS [Occupational Risk Exposure Profiles]) as well as annual medical examinations by a medical doctor (which shall, without limitation include an eye testing examination by a registered optometrist and audiometric testing by a registered audiologist, which is inclusive of depth perception tests) all at the cost of the Service Provider. Medical certificates and certificates providing proof of such medical examinations must be current and valid at all times and the Service Provider shall be obliged to update TPT on annual basis, but also at all other times that TPT wishes to view them during the course of this Agreement;
- 3.10. All service provider employees are at all times subject to, and comply strictly with, the code of conduct/ethics as shall be prescribed from time to time by TPT;
- 3.11. Cleaning staff shall not take any substance having a narcotic or other detrimental effect to their professional behaviour and shall not be under the influence of the said substances while on duty;
- 3.12. TPT shall be entitled to conduct breathalyser tests or any other tests that may be necessary to establish that the cleaning staff complies with the provisions of item no. 3.11 above. The Service Provider shall ensure that the Cleaning Staff are informed of this requirement and that the necessary written consent is obtained and provided to TPT before any Cleaner commences his or her duties; and
- 3.13. Before any Cleaner commences with his or her cleaning duties, he or she must attend an induction course which is intended to acquaint him or her with the requirements of TPT, per terminal. The said induction course shall be arranged by TPT at the Contractor's costs.
- 3.14. The service provider must give first preference of employment to existing cleaning staff currently engaged in the cleaning activities in the facilities, subject to the recruitment/selection process of the service provider.

- **Please note Bidders have an option to submit pricing for all sites, or for any preferred/ specific site (but may not bid for less than a whole site)**

4. INFECTION CONTROL:

In order to provide an effective and efficient Cleaning Service, the Service Provider must have an understanding of how infection/germs spread:

- a) Germs are extremely small and can only be seen under a microscope. They are found everywhere, for example:
 - i. In/on human beings;
 - ii. On food;
 - iii. In water;
 - iv. On fixed and movable assets (surfaces);
 - v. Toilet facilities;
 - vi. Kitchen facilities; and
 - vii. Dust in the air.
- b) Germs, just like human beings need:
 - i. Food;
 - ii. Time (germs will multiply by dividing every 10 – 20 minutes);
 - iii. Moisture (a moist environment)
 - iv. Temperature (ideal conditions for microorganisms to multiply is between 20° C and 50° C).

This means that one germ, under ideal conditions, will multiply to about 1 million in 3½ hours.

If any one of these four conditions is removed, it dramatically reduces the rate at which germs multiply.

- c) In order for infection to spread, the germs need:
 - i. A source (somewhere for infection to start)
 - ii. A route (a way for infection to travel from one person to the next, from hand to object, from cloth to surface, etc.)
 - iii. A target (someone/somewhere new to infect).

5. COLOUR CODING AND INFECTION CONTROL

In order for TPT to manage infection control as far as possible, the following Colour Coding will be utilized:

Microfibre cleaning cloths:

Yellow	Kitchen
Blue	Offices, Passages, Doors, Pictures and Furniture
Red	Toilet Bowls and Urinals
Green	Mirrors, Walls, Sinks, Toilet Doors, Basins & Showers
Yellow Duster	Dust Removal on surfaces

Mops:

Red Mop Toilet
 Blue Mop Offices and Passages

Brooms:

Red broom Toilet
 Blue Broom Offices and Passages

The purpose of colour coding in cleaning is to prevent cross contamination of germs and infection control.

6. TPT CLEANING MATERIAL AND EQUIPMENT REQUIREMENTS PER AREA (NOT LIMITED TO THE BELOW).

CLEANING MATERIAL/ EQUIPMENT	MPT POINT TERMINAL, TASK SHEET NO. 1	CAR TERMINAL, TASK SHEET NO. 2	MWF TERMINAL, TASK SHEET NO. 3	AGRIBULK TERMINAL, TASK SHEET NO. 4
Dish cloths, cloths, cleaning chemicals etc.	√	√	√	√
Mops	√	√	√	√
Refuse bags	√	√	√	√
Brooms, brushes, feather dusters	√	√	√	√
Mop sweeper	√	√	√	√
Buckets	√	√	√	√
Signage	√	√	√	√
Vacuum Cleaner	√	√	√	√
Polisher Machine (buffing)	√	√	√	√
Industrial Scrubber	√		√	

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for workshops				
Industrial Sweeper for workshop	√		√	√
Cleaning Chemicals and consumables.	√	√	√	√

7. SCOPE OF REQUIREMENTS (DAILY, WEEKLY AND MONTHLY TASKS)

The Service Provider shall ensure that the minimum tasks are maintained:

DAILY TASKS:

7.1. Foyers

- a) The foyers are to be kept clean at all times;
- b) Scrub, Strip and Seal floors (as and when required);
- c) Relevant signage relating to safety (i.e. slippery when wet) must be visible at all times whilst cleaning); and
- d) Walls must be kept clean at all stages.

7.2. Lifts inside buildings

- a) To be kept clean at all times;
- b) Mop floors inside the lifts;
- c) Mirrors and panelling to be cleaned;
- d) Ensure that the sensor rails are cleaned of all debris on a regular basis; and
- e) Wipe lift slide doors down.

7.3. Offices and Boardrooms

- a) All offices must be kept clean at all times;
- b) Vacuum all carpeted areas 3 x per week (Monday, Wednesday, and Friday), including edges and corners or as and when required;
- c) Sticky substances such as chewing gum to be removed with a freeze spray;
- d) Suitable barrier mats to be supplied and vacuumed 3 x per week (Monday, Wednesday, and Friday).
- e) Dust all furniture, including items standing on the furniture, wall hangings and telephones. Under no circumstances must computers (monitors, keyboards and other computer related equipment) be cleaned;
- f) Sweep and buff vinyl floors;
- g) Boardrooms and Meeting Rooms must be cleaned after each meeting;
- h) Clean and disinfect telephones;
- i) Clean and empty rubbish bins (twice daily);
- j) Monthly Cleaning of internal windows and blinds; and
- k) Vacuum upholstered chairs. Any non-upholstered areas and no-upholstered chairs to be damp wiped and dry burnished. Dust all legs, cross bars and struts.

7.4. Kitchen/ Food and/ or tea preparation areas

- a) Kitchens to be kept clean at all times;
- b) Dust and sweep paying particular attention to corners, underneath fixtures, etc.;
- c) Scrub floors and dry floors;
- d) Buff floors using a buffing machine and nylon pad (where required);
- e) Spot clean when necessary using the twin-bucket system and a neutral detergent;
- f) Splashes to be removed from skirting / tiles;
- g) Dust or damp-wipe door frames and doors to remove marks;
- h) Empty waste bins (twice daily);
- i) Damp wipe inside and outside of waste bins;
- j) Damp wipe and dry burnish table surfaces and legs to a clean streak-free finish;
- k) Plastic chairs to be damp wiped and dry burnished;
- l) Dust or damp wipe surfaces and remove marks as necessary from windows, windowsills, walls, light switches, ledges, free standing units;
- m) Telephones to be wiped and disinfected to a clean, smear free condition;
- n) Kitchen equipment, utensils, work surfaces etc. must be kept clean and hygienic at all times;
- o) Clean exterior and interior of refrigerators;
- p) Tea / coffee to be prepared on an ad-hoc basis;
- q) Counters to be disinfected and cleaned;
- r) Clean and disinfect kitchen sinks;
- s) Clean and disinfect all drains;
- t) Keep cupboards clean, tidy and orderly;
- u) No unauthorized storage is permitted in the kitchen;
- v) Comply with and complete TPT's Health and Safety Standard in respect of Kitchens;
- w) Clean deep freezers and defrost as and when it is needed; and
- x) Microwave oven to be cleaned in the inside and outside.

Job Schedule for Tea Personnel

- a) Boardroom Maintenance by receiving booking schedule from the Receptionist every afternoon in preparation for the next morning
- b) Monitoring Boardrooms booking and prepare tea service for meeting such as arrangements of cups, water etc.
- c) Assisting catering companies to serve during teatime breaks and lunch
- d) Ensuring that there is water all the time during meetings

7.5. Toilets (male and female)

- a) Toilets are to be kept clean at all times;
- b) Dust and sweep paying particular attention to corners, underneath fixtures;
- c) Remove graffiti and stickers from walls, mirrors, vanity units and doors;
- d) Scrub and wash floors with a neutral detergent;
- e) Spot clean when necessary using the twin-bucket system and a neutral detergent;
- f) Splashes to be removed from skirting / tiles;
- g) Damp wipe walls and cubicle partitions to remove marks;
- h) Dust or damp-wipe door frames and doors to remove marks;
- i) Empty waste bins and damp wipe the inside and outside;
- j) Clean mirrors by using an approved glass-cleaning agent. Dry burnish to a streak-free finish;
- k) Urinals and toilet bowls to be thoroughly cleaned using a disinfectant, paying special attention to under the rim of the bowl (report any unhygienic conditions to the TPT Representative);
- l) Seats, lids, cisterns and flushing handles to be damp wiped with an anti-bacterial solution and dry burnished to a streak-free finish;
- m) Washbasins to be thoroughly scoured clean, paying attention to the area around taps, overflow outlet, plug hole and must be left in a clean streak-free condition. Tap fittings to be cleaned and dry burnished using non-corrosive chemicals;
- n) Provide and replenish air fresheners, toilet rolls, soap and paper hand towel;
- o) Clean and disinfect all drains;
- p) All hygienic dispensers provided by TPT are to be kept full with the relevant consumables at all times; and
- q) Comply with and complete TPT's Health and Safety Standard 1.14 in respect of Toilets.

Tasks must be completed using colour-coordinated buckets and cloths to prevent cross contamination.

Note: All toilets must be checked at regular intervals to check for tidiness, replenishment of soap, toilet rolls, paper hand towels, seat-wipes and to empty and clean waste bins.

7.6. **Passages**

- a) To be kept clean at all times;
- b) Clean doors and light switches (when required);
- c) Dust windowsills, frames etc.;
- d) Sweep and mop floors;
- e) Vacuum carpets and rugs;
- f) Relevant signage relating to safety i.e. (Slippery when Wet) must be visible at all times whilst cleaning; and
- g) Fire extinguishers/ fire hoses are to be dusted, damp-wiped and dry-burnished as appropriate.

7.7. **Stairways and landings**

- a) To be kept clean at all times;
- b) Sweep, vacuum or mop landings;
- c) Relevant signage relating to safety (i.e. slippery when wet) must be visible at all times whilst cleaning;
- d) Dust and clean handrails, walls and pictures; and
- e) Wash/vacuum stairs.

7.8. **Walls**

Walls must be kept clean from marks/spots, webs etc. at all times.

7.9. **Hard Floors - Office Areas and Workshop**

- a) Dust and sweep with an industrial cleaning tool paying particular attention to corners, underneath fixtures, etc.
- b) Machine scrub floors and dry using an automatic scrubbing machine with a neutral detergent;
- c) Buff floors using a buffing machine and nylon pad;
- d) Spot clean when necessary using the twin-bucket system and a neutral detergent;
- e) Splashes to be removed from skirting;
- f) Damp-wipe and burnish to a smear-free finish all cabinets and work tops;
- g) Dust or damp wipe and burnish all windows, windowsills, ledges, pictures, etc. and remove marks where necessary;
- h) Telephones to be wiped clean with a disinfectant to a clean, streak-free finish;

- i) Check any ashtrays, damp wipe and dry burnish;
- j) Damp wipe and dry burnish kick plates to doors;
- k) Dust or damp wipe and burnish walls, doors and door frames to remove marks;
- l) Damp wipe and dry burnish kick plates to doors;
- m) Damp wipe interior and exterior accessible signage; and
- n) Fire extinguishers/ fire hoses are to be dusted, damp-wiped and dry-burnished as appropriate.

7.10. **Staff Quarters (Locker rooms)**

- a) Dust or damp wipe and burnish all windows, windowsills, ledges, pictures, etc. and remove marks where necessary;
- b) Check any ashtrays, damp wipe and dry burnish;
- c) Dust or damp wipe and burnish walls, doors and door frames to remove marks;
- d) Clean mirrors by using an approved glass-cleaning agent. Dry burnish to a streak- free finish;
- e) Check, damp wipe and dry burnish – clean waste bins;
- f) Remove graffiti and stickers from walls, mirrors and doors; and
- g) Damp wipe interior and exterior accessible signage.

7.11. **Smoking areas**

- a) All ashtrays to be emptied and cleaned twice a day; and
- a) Damp wipe interior and exterior accessible signage.

7.12. **Lounge and Chill Areas**

- a) Lounge and Chill areas to be kept clean at all times;
- b) Vacuum clean carpets;
- c) Dust windowsills, frames etc.;
- d) Dust all furniture, including items standing on the furniture, wall hangings and telephones. Under no circumstances must computers (monitors, keyboards and other computer related equipment) be cleaned; and.
- e) Sweep, mop, polish and buff vinyl floors and all other types of floors thoroughly. .

7.13. **Parking Areas**

- a) Sweep and clean all parking areas.
- b) High pressure cleaning of floors, including walls once every month (preferably on Saturdays).
- c) Report to the TPT Representative those parking bays where vehicles are leaking oil onto the floor.

8 WEEKLY TASKS

8.1 Main Entrance

The windows and doors at the main entrance of the building must be cleaned on the first working day of the week and wiped daily.

8.2 Toilets

Light fittings and tubes to be dusted or damp- wiped on a rotational basis.

8.3 Barrier Mats

Remove barrier mats and wash with high-pressure hose.

8.4 Carpeted Floors – Office Areas

- a) Water soluble stains to be removed by a neutral dry foam;
- b) Solvent soluble stains to be removed by a soluble remover;
- c) Carpet edging to be damp wiped clean; and

8.5 Windows

- a) Clean inside windowsills;
- b) Dust windowsills, frames, Blinds etc; and
- c) Glass enclosures on the ground floor of the Canteen Area must be cleaned on the first working day of each month.

8.6 Parking Area

High pressure cleaning of floors, including walls must take place every 6 months or whenever required (preferably on Saturdays).

9 MONTHLY TASKS

9.1 Walls, Ceilings and light fittings

- a) All internal and external (where required) walls to be cleaned and burnished to full height;
- b) Damp wipe and burnish walls to a smear-free finish;
- c) Ceilings to be cleaned using a dry brush; and
- d) Light fittings and tubes to be dusted or damp- wiped on a rotational basis.

9.2 **Air Conditioning Units**

Air conditioning units to be damp wiped and burnished to smear-free finish. Particular care must be taken to ensure that surrounding ceiling areas are not smeared.

9.3 **Refrigerators**

- a) Remove contents;
- b) Switch off unit prior to cleaning;
- c) Avoid electrical areas;
- d) Remove all shelves;
- e) Rinse off with warm water;
- f) Dry using paper towel;
- g) Wash internal and external panels;
- h) Replace shelves;
- i) Ensure correct temperature before repacking; and
- j) No metal or sharp objects to be used to scrape the ice.

9.4 **Offices, Boardroom and Clinic**

Scrub, strip and seal floor areas (vinyl floors only once a year or as and when required).

Clean windows and blinds.

9.5 **Passages**

Scrub, strip and seal whole floor area (as and when required).

10 SPECIFICATIONS FOR SWEEPING

Sweeping is a maintenance cleaning technique, the object being to remove as much coarse dirt and litter as possible from the floor. Three types of sweeping techniques are commonly used:

10.1 **Sweeping with a broom**

Manual sweeping with a broom. Method used mainly on the following types of surfaces:

- a) Vinyl/Cushion
- b) Asphalt tiles
- c) Linoleum
- d) Profiled rubber
- e) Terrazzo
- f) Marble/Reconstituted marble
- g) Quarry tiles
- h) Concrete
- i) Porcelain
- j) Ceramics
- k) Wood/Laminates; and
- l) Slate.

10.2 **Sweeping with a mop sweeper**

Unlike a broom, the mop sweeper cannot be used on a rough surface. The removable mop head can be laundered or washed and re-used.

Dispersion of dust into the air is lower than with a broom.

Areas of 1000 m² can be swept within an hour.

10.3 **Sweeping with a sweeping machine**

Instead of the dirt and litter being collected in front of the broom or mop sweeper and having to be picked up in a dust receptacle, a sweeping machine deposits the dirt and litter in a hopper which has to be emptied frequently. Rubber seals on the sides and back of the machine ensure that re-dispersion of dust is kept to a minimum.

The sweeping machine can be used on rough and uneven floors. Large areas can be cleaned much quicker than using the traditional manual sweeping.

11 SPECIFICATIONS FOR MOPPING

Mopping can be carried out in four different ways:

11.1 Spot Mopping

This mopping technique is applied by using a wrung-out mop head to access wet/sticky dirt. It is crucial that the wet/sticky dirt is picked up from the floor and not just smeared over a large area.

11.2 Damp Mopping

This mopping technique is applied by plunging the mop into a detergent solution and then wrung out in a bucket, leaving the mop damp. The floor is then cleaned, by mopping in a figure eight pattern.

11.3 Wet Mopping

This mopping technique differs from damp mopping in that after plunging the mop into a detergent solution, the mop is only lightly wrung out and the solution then applied to the floor. The mop is then fully wrung out in the bucket and the dirty solution picked up from the floor.

12 SPECIFICATION FOR WET SCRUBBING WITH A MECHANICAL SCRUBBER

The mechanical scrubber is used in large areas where traffic and soiling on the floor surface is severe, for e.g. workshops. The cleaner drives or stands behind the scrubber (dependent of size of scrubber). This method of scrubbing the floor surface is less physical and more suitable for industrial soiled areas, e.g. oil, grease, etc.

13 SPECIFICATION FOR BUFFING (POLISHING)

Buffing methods can be divided into three different categories:

13.1 Dry buffing

Dry buffing relies purely on the mechanical action of a floor cleaning or polishing pad or brush driven by a single brush machine to repair scuffing and other superficial surface blemishes on floors, treated with acrylic polymers. It is also used to enhance the gloss on untreated floors, such as rubber profile floors, which have been cleaned with combined maintenance products.

13.2 **Spot and full spray buffing**

The spray application of detergents when combined with the buffing action provides both superior cleaning characteristics as well as partly replenishing polymer, removed from the floor. This method is most successful on floors treated with acrylic polymers.

13.3 **Spot spray buffing**

Spot spray buffing is based on the principle that certain floor areas are exposed to abnormal amount of traffic and wear and require more intensive maintenance. Examples of such areas would be:

- a. Near entrance doors
- b. Lift lobbies.

The best cleaning maintenance is to spot spray these areas and dry buff the rest of the floor area, as spray buffing is slower than dry buffing.

Spot spray buffing is applied as follows:

- a. Apply a fine mist of spray buffing mixture
- b. Spread the mixture over a small area (approx. 2m²) using a single brush machine fitted with an appropriate working element
- c. Make sufficient passes over the same floor area. To dry the floor to a high shine, more than four passes is required, else too much spray has been applied to the floor
- d. Turn pads over before they clog up and lose their cleaning ability
- e. Wash out pads and hang up to dry.

14 WORK INSTRUCTION FOR FLOOR CLEANING

The below are minimum instruction for cleaning the floors. These steps are not limited to ensuring a clean and smooth floor surface.

- a. Cleaner must use the correct PPE. Closed shoes must be worn.
- b. Cleaner must choose all the correct equipment, consumable and chemicals for cleaning of the floor.
- c. Start with dry cleaning. Sweep the floor using the walk behind and or figure of eight method as appropriate to the room layout.

- d. Collect dust and loose dirt and maintain at the front edge of the broom/sweeper.
- e. Stop periodically to remove/collect loose dirt with dustpan and brush. Discard in refuse bag. Complete sweeping operation.
- f. Place wet floor signs where it is visible. Start from the furthest point to the exit.
- g. Dilute detergent in bucket as per requirement.
- h. Use spot, damp and or wet mopping technique. Take care to not bump mop heads up against skirting boards, walls and furnishings. If floor tile is profiled/contoured, ensure weekly scrub with soft bristle brush and neutral detergent combined with wet mopping methods.
- i. Change rinse water and or solution when visible dirty/contaminated.
- j. In the event that the floor must be buffed/polished, place wet floor signs, even if polishing the floor.
- k. Adjust the handle correctly to your waist height and place the cord over your shoulder and behind you.
- l. Switch on the buffer/polisher using the triggers on the handles. NB : Do not attempt to use the machine unless you have been trained by your Management.
- m. Maintain control and operate the machine from side to side as per training received.
- n. If scrubbing, follow methodical overlapping pattern.
- o. Mop up small sections of scrubbed areas at a time to prevent soiled water from being re-absorbed into surfaces and or tile profile. Rinse off.
- p. Change the pads when both the used surfaces are dirty. At all times be aware of employees walking past you and make sure you pause your side to motion as they pass you. Never leave your machine plugged on should you need to leave the work area, even for a few minutes. Unplug the machine!
- q. When complete, inspect floor to ensure smooth, clean surface.
- r. Unplug the machine and wind the cord around the machine.
- s. Wash mops, buckets and pads and hang them out to dry.
- t. Clean and store machine and consumable.

15 WORK INSTRUCTION FOR VACUUMING OF CARPETS

85% - 95% of carpet soiling is dry soiling, thus the importance of efficient vacuuming cannot be overstated.

- a) Vacuum bags on vacuum cleaners: The performance of any type of vacuum cleaner is largely dependent on the condition of its filtration system. The disposable paper filter bag provides the most efficient method of filtration. Cloth bags are less effective and if they are used, throughout cleaning of the filter cloth is essential if vacuum efficiency is to be maintained.
- b) Types of soiling on carpets:
 - Dry soil
 - Water soil
 - Oily soil
 - Combination of the above (water and dust = mud).
- c) The above soils may be presented in any of the three levels in the carpet:
 - Soiling on the surface – spots and sills are the most visible on carpets.
 - Soiling present in mid-pile
 - Soiling held in the backing of the carpet
- d) Spots removal from carpets:
 - Spots can be removed with the correct spot removal procedure. Only use a white absorbent cloth or towel to remove spots.
 - Try to attend to spillage immediately, before it has time to set. The longer the spot remains on the carpet, the more difficult it could be to remove.
 - Blot up spillage with paper towels or if spillage is dry and encrusted, use a blunt knife or spatula to remove encrustation.
 - If spot is cleaned by blotting the spillage, follow the work instruction below for deep-cleaning of carpets.
 - Do not rub or scrub the spot as it will spread the stain and may cause pile damage.
 - Once spot is dry, vacuum the carpet.

16 WORK INSTRUCTION FOR DEEP-CLEANING CARPETS AND BARRIER MATS

- a) The deep cleaning of carpets is only necessary once for the duration of this contract, depending on traffic. Do not prolong this period, as this will necessitate excessive cleaning which could damage the carpet;
- b) Professional contractor must carry out annual carpet cleaning.
- c) Before the operation commences, the contractor must liaise with the SHEQ Manager in order that the necessary preparations can be made;
- d) The direct extraction method of cleaning carpets must be used and the following procedure adopted:
 - Thoroughly vacuum all areas to be deep- cleaned, ensuring that surface soils are removed and pile lifted;
 - All stains and chewing gum must be treated appropriately;
 - Sticky substances such as chewing gum to be removed with a freeze spray;
 - Water soluble stains to be removed by neutral dry foam; and
 - Solvent soluble stains to be removed by a soluble remover.
- e) Shampoo and extraction chemicals must conform to the following minimum requirements:
 - They must leave a dry, powdery, crystalline residue;
 - They must leave a PH of between 5.5 and 8.0; and
 - They must not contain bleach or fluorescent brightening agents.
- f) Following wet cleaning and drying, all areas must be thoroughly vacuumed to remove shampoo residue;
- g) Barrier mats must be cleaned in the same manner and at the same time as carpet cleaning. Any mat wells to be wet cleaned; and
- h) Carpet edging to be damp-wiped clean after carpet cleaning.

NOTE: The cleaning method described above is the only cleaning method allowed.

Professional and contract carpet cleaners must provide a written guarantee that any damages incurred in our carpets through shrinkage or discolouration will be made good by the contractor or our choice and be for the carpet cleaner's account. Carpets must be completely dry two hours prior to normal office work resuming.

17 CLEANING INSPECTION REPORT

The quality inspection report to be completed monthly by terminal management and contractor management and signed by both parties.

The report to be used by individually marking the task and then giving them an overall assessment. Both management and the contractor management must agree an overall standard (Acceptable or Unacceptable). As a guide, if 10% of tasks are unacceptable, the overall standards will be unacceptable.

If agreement cannot be reached, the SHEQ Manager will visit the terminal unannounced to audit the performance of the contractor.

A copy of this signed completed report must be filed in the terminal's Contract Cleaning File.

Checklists formulated for administration areas are to be completed daily and signed off by Service Provider and TPT representatives. A service level agreement will be formulated based on the technical criteria within this Scope of Work as well as requirements set out in the contract.

The quality inspection report will be used as part of an ongoing contractor appraisal.

18 THE SERVICE LEVEL AGREEMENT

- a) Reviews of progress and service delivery by the Service Provider will be held between TPT and its account representative on a monthly basis.
- b) TPT shall have the right in its sole discretion, to demand that any member of the team utilized by the Service Provider to fulfil its obligations under the Cleaning Services Agreement be replaced. TPT shall not be obliged to furnish reasons for its request.
- c) The Service Provider guarantees that it will achieve a pre-agreed upon level of service (to be determined at contract negotiation):-
 - I. Shortage and/ or non-supply of cleaning services
 - II. Shortage and /non supply of cleaning materials
 - III. Quality of service (work area inspections & complaints received.
 - IV. All staff shall be neat at all times.
 - V. Reliability
 - VI. Time Management

19 SUPERVISOR TO PROVIDE OVERALL MANAGEMENT FUNCTIONS

- a. Provide a well experienced supervisor with good communication skill of English and Zulu;
- b. Supervisor is accountable for the Cleaning Service and will report to the TPT SHEQ Manager;

- c. Supervisor to inspect the cleanliness of all areas and pay special attention to public areas for e.g. foyer, messrooms and boardrooms; and
- d. Supervisor to report all faults to the TPT SHEQ Manager and monitoring turnaround time.
- e. Manage the cleaners, manage cleaner's lunch schedule, manage the cleaners clocking schedules.
- f. Ensure that floors, cleaning equipment and chemicals are safely kept outside the reach of TPT employees
- g. Ensure that no equipment is stored in passages, emergency exits and in undesignated areas.
- h. Ensure that there is a cleaner visibility on floors at all times.

20 EXCLUSIONS

- a) Cleaning staff do not clean computer terminals or any related computer equipment;
- b) Washing of TPT staff's lunch boxes and cars; and
- c) Supply of toilet paper and hand paper towels.

21 WASTE

- a) All waste collected from offices and kitchens to be deposited into waste containers placed in offices, messrooms, sheds or any other designated area;
- b) Organic waste must be separated from normal waste and disposed of in respective waste containers;
- c) Recycled waste to be placed in designated bins;
- d) The cleaners must ensure that the DSW bins are put out for collection on specified days; and
- e) Waste must not be discarded down drainpipes.

22 TASK SHEETS

Kindly refer to the following task sheets (scope of work):

- a) Task Sheet No. 1 – Maydon Wharf Terminal
- b) Task Sheet No 2 - Agriport Terminal
- c) Task Sheet No. 3 – Multi-Purpose Terminal
- d) Task Sheet No 4 - Car Terminal

TASK SHEET NO. 1: MAYDON WHARF TERMINAL

The following areas are required to be serviced according to the table below:

No.	Area in terminal	No. of Messrooms/Offices	No of Cleaners required	Brief work description	Frequency
1	Croft Road offices	2 x Boardrooms 2 x Offices 1 x Kitchen and eating area 1x TM offices 1x Security room	2	<ul style="list-style-type: none"> ✓ Cleaning of Offices (mopping, polish furniture, emptying dustbins) ✓ Cleaning of toilets, foyer, and passages ✓ Make tea and coffee for the admin staff and guests ✓ Set up boardroom with water and refreshments for meetings ✓ Wash dishes ✓ Dust walls and clean windows 	Monday to Friday 07:00- 15:00
2	SCM Croft Road Offices	7 x Offices Open Plan Area X8 desks 6 x Toilets	1	<ul style="list-style-type: none"> ✓ Cleaning of Offices (mopping, polish furniture, emptying dustbins). ✓ Cleaning of toilets, foyer, and passages ✓ Make tea and coffee for top management ✓ Set up boardroom with water and refreshments for meetings ✓ Dust walls and clean windows 	Monday to Friday 07:00- 15:00

PROVISION OF CLEANING AND TEA SERVICES – PORT OF DURBAN

Activity No.	Area in terminal	No. of Messrooms/Offices	No of Cleaners required	Brief work description	Frequency
3	G-Cos Building Upstairs & Downstairs	7 x Offices 2 x Open Plans 2 x Kitchen 4 x Toilets 2x showers 2x weighbridge's	2	<ul style="list-style-type: none"> ✓ Cleaning of Offices (sweeping, mopping, polishing furniture) ✓ Emptying dustbins ✓ Cleaning of toilets, foyer and passages 	Monday to Friday 07:00- 15:00
4	CPO B/L	2x offices Open Plan Sheq offices Open plan planning offices Board room 1x kitchen (3 toilets and 1 showers)	1	<ul style="list-style-type: none"> ✓ Cleaning of Offices (sweeping, mopping, polishing furniture) ✓ Emptying dustbins ✓ Cleaning of Messroom (Kitchens, toilets, showers) ✓ Manage coffee machines ✓ Dust walls and clean windows 	Monday to Friday 07:00- 15:00
5	Mass room 12	1x eating area 1x kitchen and veranda 3 x Messrooms and Ablutions 6x toilets 6x showers 1x supervisor office	2	<ul style="list-style-type: none"> ✓ Cleaning of Offices (sweeping, mopping, polishing furniture) ✓ Emptying dustbins ✓ Cleaning of Messroom (Kitchens, toilets, showers) ✓ Dust walls and clean windows 	Monday to Friday 07:00- 15:00

PROVISION OF CLEANING AND TEA SERVICES – PORT OF DURBAN

Activity No.	Area in terminal	No. of Messrooms/Offices	No of Cleaners required	Brief work description	Frequency
6	Drivers Messroom MHA B/L DIC	Messroom and Ablutions (Shower and 3 toilets) 5x offices 1 x Kitchen 4 x Toilets 4 x Shower	1	<ul style="list-style-type: none"> ✓ Emptying dustbins ✓ Cleaning of Messroom (Kitchens, toilets, showers) ✓ Cleaning of Offices (sweeping, mopping, polishing furniture) ✓ Emptying dustbins ✓ Cleaning of Kitchen, toilets, showers) ✓ Dust walls and clean windows 	Monday to Friday 07:00- 15:00
7	SHED 10 & 11 SHED 12 Weighbridges MWF 10 Toilet	1x supervisor office Mass rooms x2 toilets and showers X1 shower and kitchen X2 Weighbridges x 5 toilets	1	<ul style="list-style-type: none"> ✓ Cleaning of Messrooms (Kitchens, toilets, showers) ✓ Cleaning of Offices (sweeping, mopping, polishing furniture) ✓ Emptying dustbins 	Monday to Friday 07:00 – 15:00
8	MWF Operational Areas	MWF Yard and Guard Houses	4	<ul style="list-style-type: none"> ✓ Cleaning the Yard maintaining a clean environment ✓ Sweeping the yard ✓ Wash high rise windows 	Monday to Sunday 07:00- 15:00
9	MWF Operational Areas	MWF Night Shift	2	<ul style="list-style-type: none"> ✓ Cleaning of Offices (sweeping, mopping, polishing furniture) ✓ Emptying dustbins ✓ Cleaning of Messroom ✓ Cleaning of Messrooms (Kitchens, toilets, showers) 	Monday to Friday 19:00—06:00

PROVISION OF CLEANING AND TEA SERVICES – PORT OF DURBAN

	TOTAL CLEANERS	16		

PROVISION OF CLEANING AND TEA SERVICES – PORT OF DURBAN

TASK SHEET **AGRIPORT TERMINALS**

Activity No.	Area in terminal	No. of Messrooms/Offices	No of Cleaners required	Brief work description	Frequency
1	Agriport: Clinic Permanent Ladies Toilets	5 x Offices Clinic 1 x Kitchen 3 toilets and 1 shower	1	<ul style="list-style-type: none"> ✓ Cleaning of Offices (sweeping, mopping, polishing furniture) ✓ Emptying dustbins ✓ Cleaning of Messroom (Kitchens, toilets, showers) Dust walls and clean windows	Monday to Friday 07:00 – 15:00
2	Agriport: Workshop Offices Technical Boiler Maker Workshop	3 x Offices 1 x Toilet and Ablution (1 toilet and 4 showers) 2 x Messrooms and Ablution (4 toilets and 6 showers)	1	<ul style="list-style-type: none"> ✓ Cleaning of Offices (sweeping, mopping, polishing furniture) ✓ Emptying dustbins ✓ Cleaning of Messroom ✓ Cleaning of Messrooms (Kitchens, toilets, showers) Cleaning of workshop floor	Monday to Friday 07:00 – 15:00
3	Agriport Casual Messrooms Permanent Males Toilets	2 x Messrooms and Ablution (4 toilets and 4 showers) 3 toilets and 4x showers X2 kitchen	1	<ul style="list-style-type: none"> ✓ Cleaning of Offices (sweeping, mopping, polishing furniture) ✓ Emptying dustbins ✓ Cleaning of Messrooms (Kitchens, toilets, showers) Cleaning of workshop floor	Monday to Friday 07:00 – 15:00

PROVISION OF CLEANING AND TEA SERVICES – PORT OF DURBAN

Activity No.	Area in terminal	No. of Messrooms/Offices	No of Cleaners required	✓ Brief work description	Frequency
4	Agriport: Weighbridge Supervisors Toilets	1 x Office 4x toilets	1	<ul style="list-style-type: none"> ✓ Cleaning of the office (sweeping, mopping, polishing furniture) ✓ Emptying dustbins ✓ Cleaning of Ablutions (Toilets, showers) ✓ 	Monday to Friday 07:00 – 15:00
5	Agriport: Scale floor messroom Grains Elevator Offices Messroom	1x Ops Coord offices 2 x Offices 2x toilets 2 x Messrooms and Ablution (3 toilets and 2 showers) 1x lift	1	<ul style="list-style-type: none"> ✓ Cleaning of Offices (sweeping, mopping, polishing furniture) ✓ Emptying dustbins ✓ Cleaning of Ablution block (Toilets, showers) ✓ Dust Walls and clean windows ✓ 	Monday to Friday 07:00 – 15:00
6	Agriport Yard	2x Admin Parking area Yard	2	<ul style="list-style-type: none"> ✓ Washing Admin Parking's ✓ Cleaning the Yard maintaining a clean environment ✓ Sweeping the yard ✓ Wash high rise windows 	Monday to Friday 07:00 – 15:00
7	AGRIPORT	Night Shift	2	<ul style="list-style-type: none"> ✓ Cleaning of Offices (sweeping, mopping, polishing furniture) ✓ Emptying dustbins ✓ Cleaning of Messroom 	Monday to Friday 19:00—06:00

PROVISION OF CLEANING AND TEA SERVICES – PORT OF DURBAN

				✓ Cleaning of Messrooms (Kitchens, toilets, showers)	
Total Cleaners			9		
16	MWF and AGRI All areas.		1	Supervising of above functions for both MWF and AGRIPORT.	Monday to Friday 07:00 – 15:00
Total Supervisor			1		

***Note: Employees are called out on weekend based on operational demands where they work 07:00 – 15h00.**

01 January, 01 May and 25 December (Terminal will be closed/operational depending on business requirements)

TASK SHEET NO. 3 CAR TERMINAL

Activity No.	Area in terminal	No. of Cleaners	No. of messrooms/offices	Frequency
1	45 Bay Terrace Security Supervisors Office	1	<ul style="list-style-type: none"> • Kitchen, boardroom, storeroom, HR open-plan office, single offices, Finance open-plan office, Revenue open-plan office, reception, lift, passages, showers, fire escape staircase, foyer including Security desk. • Toilets, urinals, basins (every 3 hours) 	Monday to Friday 07:00 – 15:00
			<ul style="list-style-type: none"> • Kitchen, single offices (9), open-plan offices (3), Revenue counter-office, lift, fire escape staircase, showers (2), passages, foyer, waiting area, Security desk, smoking room. • Toilets, urinals, basins (every 3 hours) 	Monday to Friday 07:00 – 15:00
2	Main Terminal Parking Gate; Cato Creek Checkpoint; Main Terminal Fitment Centre; Security Control Room 600 Checkpoint	3	<ul style="list-style-type: none"> • Distribution and Receiving office, First Inspection container, office. • Toilets (2), basins (2), urinal (1), Security Control Room, showers (2) • Toilet (1), basin (1), office. • Toilets (3), basins (3), urinal (1), showers 	Monday to Sunday 07:00 – 15:00

PROVISION OF CLEANING AND TEA SERVICES – PORT OF DURBAN

Activity No.	Area in terminal	No. of Cleaners	No. of mess rooms/offices	Frequency
4	Q/R	1	<p>Toilets (8), basins (5), urinals (2), kitchens (1), offices (3), reception, showers (1), changing rooms (2), office container.</p> <p>Security Supervisors office, basins (2), changing room, kitchen container.</p>	<p>Monday to Friday 07:00 – 15:00</p>
5	Local Office: Offices, Mess and Ablution, Locker Rooms	2 (x1 male and 1 female)	<p>Toilets (6), basins (5), urinals (2), kitchens (1), offices (4), reception, showers (8), changing/locker rooms (2), office container.</p> <p>Locker rooms, kitchen container. Eating Area.</p>	<p>Monday to Friday 07:00 – 15:00</p>

PROVISION OF CLEANING AND TEA SERVICES – PORT OF DURBAN

6	Shipping Offices	1	Toilets (6), basins (5), urinals (2), kitchens (1), offices (3), reception, showers (9), changing rooms (2), office container, eating area (2)	Monday to Friday 07:00 – 15:00
7	M Shed F Shed G Gate	2	Toilets (5), basins (5), urinals (2), kitchens (1), offices (3), reception, showers (3), changing rooms (2).	Monday to Friday 07:00 – 15:00
8	G Wharf side	1	Toilets (7), basins (5), urinals (2), kitchens (1), offices (3), reception, eating area (2), office container (5).	Monday to Friday 07:00 – 15:00

PROVISION OF CLEANING AND TEA SERVICES – PORT OF DURBAN

9	G Distribution	1	Toilets (12), basins (5), urinals (3), offices (3), office container.	Monday to Friday 07:00 – 15:00
10	Yard	10	111 Office, Rail Yard, Clinic Area, AB yard, C Berth, D Berth, E Berth, D Shed, F Shed, MHA Workshop.	Monday to Friday 07:00 – 15:00
11	Night Shift	3	Toilets, basins, urinals 2, kitchens 1, offices, showers, changing rooms, office container.	18h00 - 06h00 Monday to Friday
Total cleaners		25		
8	Car Terminal All areas.	1	Supervisor for all of the above areas.	Monday to Friday 07:00 – 15:00
Total Supervisor		1		Monday to Friday 07h00 – 15h00

PROVISION OF CLEANING AND TEA SERVICES – PORT OF DURBAN

TASK SHEET NO. 4 MULTI-PURPOSE TERMINAL				
Activity No.	Area in terminal	No. of Cleaners	No. of messrooms/offices	Frequency
1	111 Offices: Call Centre. Regional Offices. SCM offices	2	Offices (13), large open plan offices (3), boardrooms (3), toilets (11), urinals (2), basins (4), kitchens (4), showers (1),	Monday to Friday 07:00 – 15:00
2	111 Offices: DIC offices. female Mess and Ablutions	1	Kitchen (1), change room, toilets (2), basins (2), showers (2), urinals (2), open-plan office, kitchen (1) & Office. Office, kitchen (1), toilets (3), showers (3), urinals (3), basins (4). Toilet (1), basin (1). Training Room, kitchen (1). Security office.	Monday to Friday 07:00 – 15:00
3	111 Area: Males mess and ablution. Canteen Area. D Shed offices	1	Change room, toilets (3), basins (2), showers (6), urinals (2), kitchen (1) & Office (3)	Monday to Friday 07:00 – 15:00
4	Clinic Induction Room SHEQ Office C Gate	1	Messroom, toilets (8), urinals (3), basins (6), kitchens (3), showers (6), changing room. Offices (3). Office, kitchen (1), toilet (1), basin (1) Office	Monday to Friday 07:00 to 15:00
5	A/B Administration Bowser office	1	Offices (8), kitchens (2), toilets (6), basins (4), urinals (2), office containers (1), staircase, boardroom, passages.	Monday to Friday 07:00 – 15:00

PROVISION OF CLEANING AND TEA SERVICES – PORT OF DURBAN

Activity No.	Area in terminal	No. of Cleaners	No. of messrooms/offices	Frequency
6	D Local Parliament D Outgate Messroom	1	Offices (4), changing room (2), toilet (1), basin (1). Office. Toilets (4), urinals (5), showers (5), basins (4), changing rooms (3), kitchen (1).	Monday to Friday 07:00 – 15:00
7	F Shed Ingate Offices	1	Offices (2), kitchen, toilets (4), urinal (1), basins (2).	Monday to Friday 07:00 – 15:00
8	Quayside mobile toilets and toilers	1	Offices (3), toilets (12), urinal (6), basins (6).	Monday to Friday 07:00 – 15:00
9	MHA Administration	1	Offices (5), Open-plan office, waiting area, boardroom (2), kitchen (1), printing room, staircase, toilets (4), basins (3), urinals (2), showers (2), verandah.	Monday to Friday 07:00 to 15:00
10	MHA Workshop	2	Offices (6), toilets (6), basin (1), urinal (1), showers (3), changing room (2), kitchen (1), passages. Shuttle bus container, Fuel Bowser office.	Monday to Friday 07:00 to 15:00
11	M Shed Technical	2	Offices (5), toilets (4), basins (4), urinals (3), changing rooms (2), showers (13), kitchen (1). Offices (5), toilet (1), urinal (1), basin (1), kitchen (1).	Monday to Friday 07:00 to 15:00

PROVISION OF CLEANING AND TEA SERVICES – PORT OF DURBAN

Activity No.	Area in terminal	No. of Cleaners	No. of messrooms/offices	Frequency
12	Yard Cleaners	10	111 Offices, Clinic area, AB abmin, C berth, D berth, E berth, Sheds, MHA workshop	Monday to Friday 07:00 – 15:00
13	Night Shift	3	Toilets, basins, urinals 2, kitchens 1, offices, showers, changing rooms, office container.	18h00 - 06h00 Monday to Friday
TOTAL Cleaners		27		
14	MPT All areas	1	Supervisor for all of the above areas.	
TOTAL Supervisor		1		

***Note: Employees are called out on weekend based on operational demands for MPT and Car**

01 January, 01 May and 25 December (Terminal will be closed/operational depending on business requirements)

Cleaning chemical to meet the following specification (Technical Data Sheet required (SDS)):

1. Low foam
2. Biodegradable
3. Environmentally Friendly (no effect to the environment)
4. Environmentally friendly, anti-bacterial and anti-fungal soaps for toilets, and Sunlight ant bacterial for the kitchens

Equipment required:

1. 2 x Roller Scrubber Machine
2. 2 x Ride on Sweeper/Vacuum Machine
3. 2 x Walk behind Machine
4. 4 x High Pressure Cleaning Machine

TECHNICAL EVALUATION - PROVISION OF OFFICE, BUILDING, WORKSHOP CLEANING AND TEA SERVICES FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN: MPT POINT, CAR TERMINAL, MAYDON WHARF AND AGRIBULK FOR A PERIOD OF THREE (3) MONTHS



EVALUATION METHODOLOGY	DESCRIPTION	SCORING PRINCIPLE	WEIGHT
ELIGIBILITY	A service provider is required to provide proof registration with the Bargaining Council for the Contract Cleaning Services Industry (KZN).	Bidder must provide proof of a valid registration with Bargaining Council for the Contract Cleaning Service Industry (KZN)	Valid Certificate Submitted: YES or NO
	Valid Letter of Good Standing (COIDA) relevant to the cleaning service.	Bidder must provide a Valid Letter of Good Standing (COIDA) relevant to the service	Valid Letter of Good Standing (COIDA) submitted: YES or NO
BUSINESS CONTINUITY PLAN	Business Continuity Plan – Bidders to submit a comprehensive Business Continuity Plan including but not limited to the following criteria: Contingency labour work force per shift, Transport contingency plan 1. The strike management plan is crucial. It defines the roles and responsibilities of the strike management team. It should cover the following minimum information in the following categories: Pre-strike planning, during the strike, post-strike review. 2. List the strike management team and their contact details 3. Command centre operation and Communication protocols e.g. notifying customers and regular strike reports 4. Disciplinary process for illegally striking employees.	The bidders to submit a comprehensive Business Continuity Plan submitted scores 5 Points Bidder submit insufficient comprehensive plan scores 0 points	5
BANK STATEMENT AND SAMPLE OF A SYSTEM GENERATED EMPLOYEE PAYSIP	Bidder must submit a minimum three (3) months bank statement and a sample of a system generated employee payslip.	A minimum three (3) months bank statement and a sample of a system generated employee payslip submitted =40 points No three months bank statement and sample of a system generated employee payslip submitted = 0 points	40
METHOD STATEMENT	The bidder to submit comprehensive method statement giving details on a day-to-day of the cleaning and disinfection process including but not limited to: 1. Colour Coding of cleaning equipment. 2. Cleaning of offices. 3. Cleaning of Ablutions 4. Cleaning of Workshops and Yard 5. Washing of windows	The bidders submit a comprehensive method statement scores 5 Points Bidder submit insufficient method statement or method statement not submitted scores 0 points	5
DOI CONTRIBUTOR	Bidder must submit proof from Department of Labor of contribution to UIF/Pension fund payment for their employees not older than six months from closing date of the tender.	Bidder submit proof from Department of Labor of contribution to UIF/Pension fund payment for their employees scores 30 points. Bidder does not submit proof from Department of Labor of contribution to UIF/Pension fund payment for their employees scores 0 points.	30
SUPERVISOR EXPERIENCE	Bidder must submit CV of a Cleaning Supervisor with minimum of 2 years' experience within the cleaning environment with traceable reference/s and Supervisory Training Certificate of attendance.	Bidder submit CV of a Cleaning Supervisor with minimum of 2 years' experience within the cleaning environment with traceable reference/s and Supervisory Training Certificate of attendance scores 10 points Bidder does not submit CV of a Cleaning Supervisor with minimum of 2 years' experience within the cleaning environment with traceable reference/s and Supervisory Training Certificate of attendance scores 0 points	10
TRACK RECORD	Proof Of Experience: The Bidder must be in a business of providing cleaning services for a period of not less than two (2) years. The trade references must illustrate evidence that the Bidder has experience in providing industrial cleaning each trade reference letter must be on the client's letterhead, which must clearly state the services rendered by the Bidder, including number of years	List of 5 reference letters from companies scores 10 points List of 3 to 4 reference letters companies with proof scores 5 points List of 1 to 2 reference letters companies with proof scores 2 points No list/no proof scores 0 points	10
TOTAL			100
MINIMUM TECHNICAL THRESHOLD REQUIRED			80

The above ratings are based on the evaluation criteria per the scope of work Acceptable rating for technical viability is 80 Points

Approved By: Boysie Mthembu

Designation: Terminal Manager, MWF & AGRI

Date:

Signature

PROVISION OF OFFICE CLEANING AND COVID 19 DISINFECTION SERVICE TO THE ADMINISTRATION OFFICE BUILDINGS, PARKHOMES, TECHNICAL WORKSHOPS, YARD AREAS, CAR PARK AREAS, SHEDS AND TEA SERVICES FOR TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") DURBAN TERMINALS: DURBAN MPT, CAR, MAYDON WHARF AND AGRIBULK FOR A PERIOD OF THREE (3) MONTHS.

ANNEXURE B – PRICING SCHEDULE:

The following items will form part of the cleaning services contract cost. The cost should cover all monthly costs to deliver the cleaning services as per the scope of work

1.1 AUXILIARY COSTS

The Service provider shall include monthly costs of the cleaning chemicals, storage if required, cleaning materials, cleaning equipment's, uniform, medicals, access card, transport costs, admin costs. OHS Act compliance requirements etc. per month, per terminal for the duration of the cleaning services contract.

TERMINAL		MONTHLY FEE: AUXILIARY COSTS (Excluding VAT)
1.	DBN MULTI-PURPOSE TERMINAL	ZAR
2.	DBN CAR TERMINAL	ZAR
3.	MAYDON WHARF TERMINAL	ZAR
4.	AGRIBULK TERMINAL	ZAR
TOTAL MONTHLY AUXILIARY COST		ZAR
TOTAL AUXILIARY COST (Excluding VAT) FOR 3 MONTHS.		ZAR

Note: The grand total above does not include any price increase.

PROVISION OF OFFICE CLEANING AND COVID 19 DISINFECTION SERVICE TO THE ADMINISTRATION OFFICE BUILDINGS, PARKHOMES, TECHNICAL WORKSHOPS, YARD AREAS, CAR PARK AREAS, SHEDS AND TEA SERVICES FOR TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") DURBAN TERMINALS: DURBAN MPT, CAR, MAYDON WHARF AND AGRIBULK FOR A PERIOD OF THREE (3) MONTHS.

1.2 CLEANING SERVICES LABOUR STRUCTURE

The Service Provider shall include hourly labour cost of the cleaning services per terminal for the duration of the contract. It is the responsibility of the service provider to familiarize themselves with the different Transnet operation environment and understand the commodity handled and the cleaning requirements for the different terminals.

1.2.1 CLEANER HOURLY RATE FOR DAY SHIFT (MONDAY TO FRIDAY – NORMAL HOURS RATE)				
SERVICE DESCRIPTION	PROPOSED NO OF CLEANERS - (A)	3 MONTHS DURATION (Hours) - (B) <i>168hrs/person/month</i>	HOURLY RATE PER CLEANER FOR NORMAL DAY SHIFT (C)	TOTAL
DBN MPT TERMINAL (07:00 -15:00)	21	10 584		
DBN MPT TERMINAL (07:00 -18:00)	3	1512		
CAR TERMINAL (07:00 -15:00)	19	99576		
CAR TERMINAL (07:00 -18:00)	3	1512		
MAYDON WHARF TERMINAL (07:00 -15:00)	14	7056		
MAYDON WHARF TERMINAL (07:00 -18:00)	2	1008		
AGRIBULK TERMINAL (07:00 -15:00)	5	2520		
AGRIBULK TERMINAL (07:00 -18:00)	2	1008		
TOTAL (Excluding VAT)				ZAR

PROVISION OF OFFICE CLEANING AND COVID 19 DISINFECTION SERVICE TO THE ADMINISTRATION OFFICE BUILDINGS, PARKHOMES, TECHNICAL WORKSHOPS, YARD AREAS, CAR PARK AREAS, SHEDS AND TEA SERVICES FOR TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") DURBAN TERMINALS: DURBAN MPT, CAR, MAYDON WHARF AND AGRIBULK FOR A PERIOD OF THREE (3) MONTHS.

1.2.2 CLEANER HOURLY RATE FOR NIGHT SHIFT (MONDAY TO FRIDAY – AFTER HOURS RATE)				
SERVICE DESCRIPTION	PROPOSED NO OF CLEANERS - (A)	3 MONTHS DURATION (Hours) - (B)	HOURLY RATE PER CLEANER FOR NIGHT SHIFT (C)	TOTAL
DBN MPT TERMINAL (18:00 - 06:00)	3	864		
CAR TERMINAL (18:00 - 06:00)	3	864		
MAYDON WHARF TERMINAL (18:00 - 06:00)	2	576		
AGRIBULK TERMINAL (18:00 - 06:00)	2	576		
TOTAL (Excluding VAT)				ZAR
1.2.3 CLEANER HOURLY RATE FOR DAY SHIFT (SATURDAY – NORMAL HOURS RATE)				
SERVICE DESCRIPTION	PROPOSED NO OF CLEANERS - (A)	3 MONTHS DURATION (Hours) - (B)	HOURLY RATE PER CLEANER FOR NORMAL DAY SHIFT (C)	TOTAL
DBN MPT TERMINAL (07:00 -15:00)	4	768		
CAR TERMINAL (07:00 -15:00)	4	768		
MAYDON WHARF TERMINAL (07:00 - 15:00)	2	384		
AGRIBULK TERMINAL (07:00 -15:00)	2	384		
TOTAL (Excluding VAT)				ZAR

PROVISION OF OFFICE CLEANING AND COVID 19 DISINFECTION SERVICE TO THE ADMINISTRATION OFFICE BUILDINGS, PARKHOMES, TECHNICAL WORKSHOPS, YARD AREAS, CAR PARK AREAS, SHEDS AND TEA SERVICES FOR TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") DURBAN TERMINALS: DURBAN MPT, CAR, MAYDON WHARF AND AGRIBULK FOR A PERIOD OF THREE (3) MONTHS.

1.2.4 CLEANER HOURLY RATE FOR NIGHT SHIFT (SATURDAY – AFTER HOURS RATE)				
SERVICE DESCRIPTION	PROPOSED NO OF CLEANERS - (A)	3 MONTHS DURATION (Hours) - (B)	HOURLY RATE PER CLEANER FOR NIGHT SHIFT (C)	TOTAL
DBN MPT TERMINAL (18:00 -06:00)	3	864		
CAR TERMINAL (18:00 -06:00)	3	864		
MAYDON WHARF TERMINAL (18:00 - 06:00)	2	576		
AGRIBULK TERMINAL (18:00 -06:00)	2	576		
TOTAL (Excluding VAT)				ZAR

1.2.5 CLEANER HOURLY RATE FOR SUNDAY / PUBLIC HOLIDAYS				
SERVICE DESCRIPTION	PROPOSED NO OF CLEANERS - (A)	3 MONTHS DURATION (Hours) - (B)	HOURLY RATE PER CLEANER (C)	TOTAL = (AXBXC)
DBN MPT TERMINAL (07:00 -15:00)	4	768		
CAR TERMINAL (07:00 -15:00)	4	768		
MAYDON WHARF TERMINAL (07:00 - 15:00)	2	384		
AGRIBULK TERMINAL (07:00 -15:00)	2	384		
TOTAL (Excluding VAT)				ZAR

PROVISION OF OFFICE CLEANING AND COVID 19 DISINFECTION SERVICE TO THE ADMINISTRATION OFFICE BUILDINGS, PARKHOMES, TECHNICAL WORKSHOPS, YARD AREAS, CAR PARK AREAS, SHEDS AND TEA SERVICES FOR TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") DURBAN TERMINALS: DURBAN MPT, CAR, MAYDON WHARF AND AGRIBULK FOR A PERIOD OF THREE (3) MONTHS.

1.2.6 SUPERVISOR HOURLY RATE FOR DAY SHIFT (MONDAY TO FRIDAY – NORMAL HOURS RATE)				
SERVICE DESCRIPTION	PROPOSED NO OF CLEANERS - (A)	3 MONTHS DURATION (Hours) - (B)	HOURLY RATE PER SUPERVISOR (NORMAL DAY SHIFT) (C)	TOTAL = (AXBXC)
DBN MPT TERMINAL (07:00 -15:00)	1	504		
CAR TERMINAL (07:00 -15:00)	1	504		
MAYDON WHARF TERMINAL (07:00 - 15:00)	1	504		
AGRIBULK TERMINAL (07:00 -15:00)	0	0		
TOTAL (Excluding VAT)				ZAR

PROVISION OF OFFICE CLEANING AND COVID 19 DISINFECTION SERVICE TO THE ADMINISTRATION OFFICE BUILDINGS, PARKHOMES, TECHNICAL WORKSHOPS, YARD AREAS, CAR PARK AREAS, SHEDS AND TEA SERVICES FOR TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") DURBAN TERMINALS: DURBAN MPT, CAR, MAYDON WHARF AND AGRIBULK FOR A PERIOD OF THREE (3) MONTHS.

1.3 SUMMARY OF ALL LABOUR COSTS

SUMMARY PAGE – PROVISION OF CLEANING SERVICES CONTRACT SUMMARY

SERVICE DESCRIPTION	SUM (FOR THREE MONTHS)
1.3.1 AUXILIARY COST: (MPT, CAR, MWF, AGRIBULK)	ZAR
1.3.2 CLEANING SERVICES LABOUR STRUCTURE: (MPT, CAR, MWF, AGRIBULK)	ZAR
1.3.3 ADDITIONAL ITEMS i.e. Uniform, Safety File, PPE, Permits	ZAR
CLEANING SERVICES CONTRACT SUM FOR THREE MONTHS (Excluding VAT)	ZAR

Notes to Pricing:

- a) All prices must be quoted in South African Rand, exclusive of VAT.
- b) All rates paid to employees must be in line with the Bargaining council rates and as per government's gazette.
- c) To facilitate like-for-like comparison bidders must submit pricing in accordance with this pricing schedule and not utilize a different format.
- d) Deviation from this pricing schedule could result in a bid being disqualified.
- e) Pricing should be fixed for the duration of the bid, should include all costs and those that have foreign exchange content.
- f) All costs associated with delivering this project must be included in the pricing above. Additional costs will not be considered after the bid process is concluded.



ANNEXURE C

STANDARD TERMS AND CONDITIONS OF CONTRACT

between

TRANSNET SOC LTD

Registration Number 1990/000900/30

And

TBC

Registration Number **TBC**

FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF OFFICE, BUILDING, WORKSHOP CLEANING AND TEA SERVICES FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN: MPT POINT, CAR TERMINAL, MAYDON WHARF AND AGRIBULK FOR A PERIOD OF THREE (3) MONTHS

CONTRACT NUMBER **iCLM DB 772/TPT**

DURATION **Three (03) months**

COMMENCEMENT DATE **01 May 2023**

EXPIRY DATE **31 July 2023**

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Schedule 1 – SCHEDULE OF REQUIREMENTS

1 SOLE AGREEMENT

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

2 CONFORMITY WITH ORDER

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

3 DELIVERY AND TITLE

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

4 PRICE AND PAYMENT

- 4.1 Prices specified in an Order cannot be increased. Payment for the Goods/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.
- 4.2 Payment of the Supplier/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement,

unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorized additional expenses incurred, provided that the authorized expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

5 NON-COMPLIANCE PENALTIES FOR SUBCONTRACTING

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

Non-compliance Penalty Certificate:

- d) If any Non-compliance Penalty arises, the Supplier Development Manager shall issue a Non-compliance Penalty Certificate 90 business days before the expiry of the contract indicating the Non-compliance Penalties which have accrued during that period.
- e) A Non-compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the Supplier/Service Provider disputes any of the amounts set out in a Non-compliance Penalty Certificate:
 - the dispute shall be resolved in accordance with the provisions of the Agreement; and
 - if pursuant to that referral, it is determined that the Supplier/Service Provider owes any amount to Transnet pursuant to the Non-compliance Penalty Certificate, then the Supplier/Service Provider shall pay such amount to Transnet within 10 (ten) Business Days of the determination made pursuant to such determination and an accompanying valid Tax Invoice.

Payment of Non-compliance Penalties:

- f) Subject to Clause (e) above, the Supplier/Service Provider shall pay the Non-compliance Penalty indicated in the Non-compliance Penalty Certificate within 10 (ten) Business Days of Transnet issuing a valid Tax Invoice to the Supplier/Service Provider for the amount set out in that certificate. If Transnet does not issue a valid Tax Invoice to the Supplier/Service Provider for Non-compliance Penalties accrued during any relevant period, those Non-compliance Penalties shall be carried forward to the next period.

- g) The Supplier/Service Provider shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from Transnet, failing which Transnet shall, without prejudice to any other rights of Transnet under this Agreement, be entitled to call for payment which may be in any form Transnet deems reasonable and/or appropriate.
- h) Should the Supplier/Service Provider fail to pay any Non Compliance Penalties within the time indicated above (as applicable), Transnet shall be entitled to deduct (set off) the amount not paid by the Supplier/Service Provider from the account of the Supplier/Service Provider in the ensuing month.
- i) The Non Compliance Penalties set forth in this Clause are stated exclusive of VAT. Any VAT payable on Non Compliance Penalties will be for the account of the Supplier/Service Provider.

6 PROPRIETARY RIGHTS LIABILITY

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

- a) procure for Transnet the right to continue using the infringing Goods/Services; or
- b) modify or replace the Goods/services so that they become non-infringing,

provided that in both cases the Goods/services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier/Service Provider may remove, with Transnet's prior written consent, such Goods/services and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier/Service Provider shall have no liability in respect of any continued use of the infringing Goods/services after Supplier/Service Provider's prior written request to remove the same.

7 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier/Service Provider and any information relating to Transnet's business which may have come into the Supplier/Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Service Provider as confidential information and shall not, without

Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier/Service Provider shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

8 PROTECTION OF PERSONAL INFORMATION

a) The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Personal Information Act 4 of 2013 ("POPIA"):

consent; person; personal information; processing; record; Regulator as well as any terms derived from these terms of the POPIA

b) Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

c) Transnet agrees that in submitting any information or documentation requested in the RFP and in this Agreement, the Supplier/Service Provider consents to the processing of their personal information for the purpose of, but not limited to, risk assessment, contract award, contract management, auditing, legal opinions/litigation, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.

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

- i. they process personal information only for the express purpose for which it was obtained;
- ii. once processed for the purposes for which it was obtained, all personal information will be destroyed to an extent that it cannot be reconstructed to its original form, subject to any legal retention requirements;
- iii. Personal information is provided only to authorised personnel who strictly require the personal information to carry out the Parties' respective obligations under this Agreement;
- iv. they do not disclose personal information of the other Party, other than in terms of this Agreement;
- v. they have all reasonable technical and organisational measures in place to protect all personal information from unauthorised access and/or use;

- vi. they have appropriate technical and organisational measures in place to safeguard the security, integrity and authenticity of all information in their possession or under their control in terms of this Agreement;
 - vii. they identify all reasonably foreseeable internal and external risks to personal information in their possession or under their control; establish and maintain appropriate safeguards against the risks identified; regularly verify that the safeguards are effectively implemented; and ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;
 - viii. such personal information is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access.
- 9.1. The Parties agree that if personal information will be processed for additional purposes beyond the original purpose for which it was obtained, explicit consent must be obtained beforehand from those persons whose information will be subject to such processing.
- 9.2. Should it be necessary for either Party to disclose or otherwise make available the personal information to any third party (including sub-contractors and employees) that is not already consented to, it may do so only with the prior written consent of the other Party. The Party requiring such consent shall require of all such third parties, appropriate written undertakings to be provided, containing similar terms to that set forth in this clause, and dealing with that third party's obligations in respect of its processing of the personal information. Following approval by the other Party, the Party requiring consent agrees that the provisions of this clause shall mutatis mutandis apply to all authorised third parties who process personal information.
- 9.3. The Parties shall ensure that any persons authorized to process information on their behalf (including employees and third parties) will safeguard the security, integrity and authenticity of all information. Where necessary to meet this requirement, the Parties shall keep all personal information and any analyses, profiles, or documents derived therefrom logically separated from all other information and documentation held by it.
- 9.4. The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the personal information in its possession or under its control. The Parties shall implement and maintain appropriate safeguards against the risks which it identifies and shall also regularly verify that the safeguards which it has in place have been effectively implemented.
- 9.5. The Parties agree that they will promptly return, destroy or de-identify any personal information in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected in relation to this Agreement, subject to any legal retention requirements. This may be at the request of the other Party and includes circumstances where a person has requested the Parties to delete all instances of their personal information. The information will be destroyed or de-identified in such a manner

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

9.6. Personal Information security breach:

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

9 PUBLICITY

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

10 NON CONFORMANCE OF GOODS/SERVICES PROCURED

- 10.1 In the case of Goods/services manufactured for and procured by Transnet from the Supplier/Service Provider in terms of this Agreement, being found not to conform to the Transnet standards, specifications and requirements, Transnet at any time may be entitled to raise a Non Conformance Report (NCR) against a Supplier/Service Provider whose Goods/Services do not conform to Transnet standards, specifications and requirements directing the Supplier/Service Provider to investigate and remedy the non-conformance within the stipulated time frame as may be determined by Transnet at its discretion.
- 10.2 Failure by the Supplier/Service Provider to fully comply with NCR within the period stated in sub-clause 13.1 above, shall entitle Transnet to further conditions to which the Supplier/Service Provider must discharge in order to close the NCR or to terminate the order without

giving the Supplier/Service Provider written notice of termination in terms of this Agreement.

11 TERMINATION OF ORDER

11.1 Notwithstanding the date of signature hereof, the commencement date of this Order is **01 April 2023** and will expire on **31 July 2023**, unless:

- this Order is terminated by either Party in accordance with the provisions incorporated herein or in any schedules or annexures appended hereto, or otherwise in accordance with law or equity; or
- this Order is extended at Transnet's option for a further period to be agreed by the Parties; or
- the allocated maximum contract value is depleted before the contract expiry date.

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

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

11.4 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.

11.5 If the Goods/services are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Goods/services or any damage caused due to the failure or delay in the delivery.

11.6 Both parties to this agreement reserve the right to terminate this agreement:

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

13.6.3. If the other party is unable to perform its obligations under this agreement.

12 ACCESS

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

13 WARRANTY

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

14 INSOLVENCY

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

15 SUBCONTRACTING

- 15.1 The Supplier/Service Provider may only enter into a subcontracting arrangement with the approval of Transnet. If the Supplier subcontracts a portion of the contract to another person without declaring it to Transnet, Transnet must penalise the Supplier up to 10% of the value of the contract.
- 15.2 Should Transnet approve the Supplier's/Service Provider's subcontracting arrangement, the Supplier/Service Provider and not the sub-contractor will at all times be held liable for performance in terms of its contractual obligations.
- 15.3 The Supplier/Service Provider may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 15.4 The Supplier/Service Provider may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level

of contributor than the Supplier, unless the contract is subcontracted to an Exempted Micro Enterprise (EME) that has the capability and ability to execute the subcontract.

16 PAYMENT TO SUB-CONTRACTORS

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

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

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

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

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

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

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

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

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

18 SUPPLIER INTEGRITY PACT

The Supplier/Service Provider shall observe and ensure compliance with all requirements and objectives of the Transnet Supplier Integrity Pact as agreed to in response to the RFQ. The general purpose of the Supplier Integrity Pact is to agree to avoid all forms of dishonesty, fraud

and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of the procurement event leading to this Agreement and this Agreement itself.

19 DATABASE OF RESTRICTED SUPPLIERS

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

20 NOTICES

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

21 LAW

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

22 GENERAL

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

23 COUNTERPARTS

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

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

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



ANNEXURE D

SCHEDULE 1 – SCHEDULE OF REQUIREMENTS

DESCRIPTION	STANDARD TERMS AND CONDITIONS FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF OFFICE, BUILDING, WORKSHOP CLEANING AND TEA SERVICES FOR TRANSNET SOC LTD (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN: MPT POINT, CAR TERMINAL, MAYDON WHARF AND AGRIBULK FOR A PERIOD OF THREE (3) MONTHS
SERVICE PROVIDER	TBC
CONTRACT NUMBER	iCLM DB 772/TPT
DURATION	THREE (03) MONTHS
COMMENCEMENT DATE	MAY 2023
EXPIRY DATE	JULY 2023

With reference to the Standard Terms and Conditions of Contract, Reference Number iCLM DB 772/TPT ("Contract") between Transnet SOC Ltd ("Transnet") and TBC (the "Service Provider") pursuant to which you have agreed to perform certain services to for and on behalf of Transnet subject to such Contract.

The defined terms in the Contract will, unless otherwise indicated, have the same meaning in this Schedule of Requirements. In consideration of the mutual covenant and agreements contained in the Contract and in this Schedule of Requirements, it is agreed as follows:

1. Description of the Services

The scope of services to be performed by the service provider is for provision of office, building, workshop cleaning and tea services for a period of three (03) months. The details for the services to be provided are as stipulated in clause 2 below.

2. Scope of Services (As per Annexure A)

3. Contract Manager/s & Personnel to provide the Services

Transnet Contract Manager	Ntando Ngongoma
Designation	
Operating Division	
Address	
Telephone	
Email	

Service Provider's Account Manager	
Designation	
Address	
Telephone	
Email	

4. Performance Review Meetings

Contract management and performance review meetings will be held as required by Transnet's Contract Manager.

5. Fees & Disbursements

5.1 In consideration of the performance of the Services by the Service Provider pursuant to this Work Order, Transnet will pay to it an amount not exceeding TBC (excluding VAT) over the three (03) month period.

IN WITNESS of which this Schedule of Requirements has been duly executed by the parties.

SIGNED for and on behalf of

SIGNED for and on behalf of

TBC

Transnet SOC Ltd

Signature.....

Signature.....

Name.....

Name.....

Position.....

Position.....

Date.....

Date.....

APPENDIX 1

Address for Notices

Any notice or communications between the parties to be given under this Agreement shall be deemed to have been received at the following times:

- i. by email transmission – when the sender receives confirmation of receipt;
- ii. by hand delivery - immediately upon receipt by the recipient.

Any notice or communications between the parties shall be delivered to the addresses set out below:

The Service Provider

Addressee:

TBC

Attention:

Physical Address:

Postal Address:

email:

Transnet

Addressee:

Transnet Port Terminals HQ

Attention:

Physical Address:

Postal Address:

email:

Either party may, by a notice given in accordance with this Schedule 1, change its address or email address for the purpose of this Schedule 1.

APPENDIX 2

Non- Disclosure Agreement

Date: 20--

I (*name*)

Of (*address*)
.....
.....

Undertake to Transnet SOC Ltd ("Transnet") that:

1. I shall keep confidential and not to disclose or make available to any third party, except with the express prior written consent of Transnet, any Confidential Information relating to Transnet business, assets, customers or staff which is disclosed to me or to which I may have access during the course of providing Goods to Transnet ("my assignment"); and
2. Upon termination of my assignment, I shall return to Transnet all documents, books, discs, tapes or other records (in whatever medium) which I may have in my possession, custody or control and which are the property of Transnet, its customers, staff or agents and any copies thereof.

For the purposes of this Confidentiality Agreement, "Confidential Information" shall mean any information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs of the Transnet Group or its customers, whether in writing, conveyed orally or by machine-readable medium.

I understand that this Confidentiality Agreement shall survive the termination of my assignment.

SIGNED at _____ on _____ 20--

(*Signature*)

in the presence of: -

Witness name:

Witness Signature:

Witness address:
.....