

TRANSNET



port terminals

ANNEXURE A

SCOPE OF WORK

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 36 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 36 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, see task sheets;
- b) Labour must include a supervisor;
- c) Office Cleaners to wash cups, glasses and dishes;

- d) Portable Electrical equipment will be subjected to an inspection by the service provider's Health and Safety Representative to ensure safety of the user;
- 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 ladders that conform to the requirements of General Safety Regulation 13(a) for the safe cleaning of areas requiring a ladder i.e windows, top of cupboard;
- 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 and PPE 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
Socks	Socks
Safety Shoes	Safety Shoes
Jersey	Jersey
Reflective safety vest	Reflective safety vest
Hardhat	
Rain suit	
Gumboots	

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 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. Annual 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. 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 to perform their duties;
- 3.9. Service provider to determine occupational risk profile for each portfolio they will provide to the terminal. All employees must undergo a medical assessment by a registered Occupational Health Medical Practitioner as per the Occupational Risk Exposure Profiles and must produce a medical fitness certificate, all at the cost of the Service provider. The Service provider shall 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.
- 3.13. 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
- 3.14. 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 service providers costs.
- 3.15. 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.
- 3.16. Service provider to be in possession of Public Liability Insurance cover.

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

Table 1

CLEANING MATERIAL/ EQUIPMENT	CAR TERMINAL, TASK SHEET NO. 1	MPT POINT TERMINAL, TASK SHEET NO. 2	MWF TERMINAL, TASK SHEET NO. 3	AGRIBULK TERMINAL, TASK SHEET NO. 4
ANNUALY				
Polisher Machine (buffing)	1	1	1	1
Vacuum Cleaner	4	8	1	1
Industrial Scrubber	0	1	1	0
3 platform step ladders	5	5	2	2
Signage	30	30	30	30
2L Empty heavy duty Janitorial Bottle with a 38mm cap with a liner (detergent decanter)	100	100	100	100
750ml Janitorial Empty Bottle window cleaner	50	50	50	50

PROVISION OF CLEANING AND TEA SERVICES – PORT OF DURBAN

750ml Janitorial Empty Bottle Plastic Bottle toilet cleaner	50	50	50	50
750 ml Janitorial Empty Bottle - Dishwash Liquid	50	50	50	50
Plastic Funnel	2	2	2	2
QUATERLY				
Mops	120	120	120	120
10litre Buckets - Blue	30	30	30	30
10litre Buckets - Red	30	30	30	30
Industrial broom – hard	30	30	30	30
Industrial broom - soft	30	30	30	30
Household broom	30	30	30	30
African Grass Broom	10	10	10	10
Scoop / Dustpan	60	60	60	60
Window Squinches	15	15	15	15
Plastic rake	10	10	10	10
Feather dust long	15	15	15	15
Feather dust short	15	15	15	15
Scrubbing brush (with comfi-grip handle)	30	30	30	30
MONTHLY				
25litres Black refuse bags	200	200	200	200
10litres Blue refuse bags	200	200	200	200
Cleaning cloths – Blue,	300	300	300	300

Green, Yellow, Red				
25litres Germ Buster	10	10	10	10
25litres Pine Gel	10	10	10	10
25litres Sweet Cherry	10	10	10	10
25litres Floor it	10	10	10	10
25litres Floor stripper	10	10	10	10
25litres Dishwashing liquid	10	10	10	10
25litres Window lean	5	5	5	5
750ml Furniture polish – Mr min	30	30	30	30
Kitchen sponge	50	50	50	50
Green gloves	50	50	50	50
Green pads	50	50	50	50
Pig skin gloves	30	30	30	30
Mask	50	50	50	50

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) Relevant signage relating to safety (i.e., slippery when wet) must be visible at all times whilst cleaning;
- c) Handrails and door handles must be kept clean; and
- d) Walls must be kept clean at all times.

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 must be swept daily 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) Dust and wipe 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 floors paying particular attention to corners, underneath fixtures, etc.;
- c) Mop floors and dry floors;
- d) Spot clean when necessary, using the twin-bucket system and a neutral detergent;
- e) Splashes to be removed from skirting / tiles;
- f) Dust or damp-wipe door frames and doors to remove marks;
- g) Empty waste bins (twice daily);
- h) Damp wipe inside and outside of waste bins;
- i) Damp wipe and dry burnish table surfaces and legs to a clean streak-free finish;
- j) Plastic chairs to be damp wiped and dry burnished;
- k) Dust or damp wipe surfaces and remove marks as necessary from, windowsills, walls, light switches, ledges, free standing units;

- l) Telephones to be wiped and disinfected to a clean, smear free condition;
- m) Kitchen equipment, utensils, work surfaces etc. must be kept clean and hygienic at all times;
- n) Clean exterior and interior of refrigerators;
- o) Tea / coffee to be prepared on an ad-hoc basis;
- p) Counters to be disinfected and cleaned;
- q) Clean and disinfect kitchen sinks;
- r) Clean and disinfect all drains;
- s) Keep cupboards clean, tidy and orderly; and
- t) Microwave oven to be cleaned in the inside and outside.

Job Schedule for Tea Personnel

- a) Maintain boardroom 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 general 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 toilet rolls, soap and paper hand towel;
- o) Clean and disinfect all kitchen and ablution drains;
- p) Wipe and clean all hygienic dispensers provided by TPT; and
- q) Ensure all facilities are maintained as guided by the Facilities Regulations.

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

Note: All toilets must be checked at regular intervals during the day 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) Use relevant signage relating to safety i.e. (Slippery when Wet) and 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) Use relevant signage relating to safety (i.e., slippery when wet) and 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) Dust or damp wipe and burnish walls, doors and door frames to remove marks;
- c) Clean mirrors by using an approved glass-cleaning agent. Dry burnish to a streak-free finish;
- d) Check, damp wipe and dry burnish – clean waste bins;
- e) Remove graffiti and stickers from walls, mirrors and doors; and
- f) 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) Water high pressure cleaning of floors, including walls once every 3 months (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 and outside of accessible windows, glass enclosures and windowsills;
- b) Dust windowsills, frames, Blinds etc; and
- c) Glass enclosures 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 3 months (preferably on Saturdays).

8.7 Officer chairs

Vacuum upholstered chairs. Any non-upholstered areas and no-upholstered chairs to be damp wiped and dry burnished.

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 **Windows and Blinds**

- a) Monthly Cleaning of internal windows and blinds;

10 Quarterly and Annual

10.1 **Quarterly**

10.1.1 Water high pressure cleaning of parking floor, including walls once every 3 months (preferably on Saturdays).

10.1.2 Defrost and deep clean deep freezers

10.2 **Annual**

10.2.1 Scrub, strip, and seal clinic, boardroom, staircases, foyer and canteen floors once a year.

11 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:

11.1 **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.

11.2 **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.

11.3 **Sweeping with a sweeping machine**

Instead of the dirt and litter being collected in from 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.

12 SPECIFICATIONS FOR MOPPING

Mopping can be carried out in various ways, including but not limited to the following:

12.1 **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.

12.2 **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.

12.3 **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.

13 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.

14 SPECIFICATION FOR BUFFING (POLISHING)

Buffing methods can be divided into three different categories:

14.1 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.

14.2 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.

14.3 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.

15 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.

16 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.

17 WORK INSTRUCTION FOR DEEP-CLEANING CARPETS AND BARRIER MATS

- a) The deep cleaning of carpets to be done annually in the Croft Road Offices.
- b) Before the operation commences, the contractor must liaise with the SHEQ Manager in order that the necessary preparations can be made;
- c) 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.
- d) 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.
- e) Following wet cleaning and drying, all areas must be thoroughly vacuumed to remove shampoo residue;
- f) 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
- g) Carpet edging to be damp-wiped clean after carpet cleaning.

NOTE: The service provider must provide a written guarantee that any damages incurred while cleaning carpets i.e shrinkage or discolouration, will be made good by the contractor of our choice and be for the service provider's account. Carpets must be completely dry two hours prior to normal office work resuming.

18 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.

19 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 where a staff member is in breach of TPT requirements while consequence management process by the service provider is in progress.
- 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

20 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.
- 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.

21 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.

22 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.

23 TASK SHEETS

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

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

TASK SHEET NO. 1 CAR TERMINAL

Activity No.	Area in terminal	No. of Cleaners	No. of messrooms/offices	Frequency
1	Bay Terrace - Security Supervisors Office	2	- 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
			- 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)	
2	Main Terminal Parking Gate; Cato Creek Checkpoint; Main Terminal Fitment Centre; Security Control Room 600 Checkpoint	3	- 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 Friday 07:00 – 18:00 Saturday and Sunday 07:00 – 16:00

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	2	Toilets (8), basins (5), urinals (2), kitchens (1), offices (3), reception, showers (1), changing rooms (2), office container. Security Supervisors office, basins (2), changing room, kitchen container.	Monday to Friday 07:00 – 15:00 Saturday and Sunday 07:00 – 16:00
5	Local Office: Offices, Mess and Ablution, Locker Rooms	2	Toilets (6), basins (5), urinals (2), kitchens (1), offices (4), reception, showers (8), changing/locker rooms (2), office container. Locker rooms, kitchen container. Eating Area.	Monday to Friday 07:00 – 18:00
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

PROVISION OF CLEANING AND TEA SERVICES – PORT OF DURBAN

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 – 18:00 Saturday and Sunday 07:00 – 16:00
9	G Distribution	1	Toilets (12), basins (5), urinals (3), offices (3), office container.	Monday to Friday 07:00 – 15:00
10	Cato creek	1	Toilets (4), basins (4), urinals (2), kitchens (1), offices container (1),	Monday to Friday 07:00 – 15:00
11	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

PROVISION OF CLEANING AND TEA SERVICES – PORT OF DURBAN

12	Night Shift	4	Toilets, basins, urinals 2, kitchens 1, offices, showers, changing rooms, office container.	Monday to Friday 18h00 - 06h00 Saturday and Sunday 18h00 - 06h00
Total cleaners		29		Monday to Friday 07:00 – 15:00/18:00 Saturday and Sunday 07:00 – 16:00 18:00 – 06:00
8	All of the above areas	1	Supervisors All of the above areas	Monday to Friday 06:00 – 18:00 Saturday and Sunday 07:00 – 15:00
Total Supervisor		1		

TASK SHEET NO. 2 MPT 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	2	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 – 18:00 Sat and Sun 07:00 – 16:00
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 – 18:00 Sat and Sun 07:00 – 16:00
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

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 – 18:00
7	F Shed Ingate Offices	1	Offices (2), kitchen, toilets (4), urinal (1), basins (2).	Monday to Friday 07:00 – 18:00
8	Quayside mobile toilets and toilers	1	Offices (3), toilets (12), urinal (6), basins (6).	Monday to Friday 07:00 – 18:00 Sat and Sun 07:00 – 16:00
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 – 15:00 Sat and Sun 07:00 – 16:00
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

12	Yard Cleaners	10	111 Offices, Clinic area, AB admin, C berth, D berth, E berth, Sheds, MHA workshop	Monday to Friday 07:00 – 15:00
13	Night Shift	4	Toilets, basins, urinals 2, kitchens 1, offices, showers, changing rooms, office container.	Monday to Friday 18:00 - 06:00 Sat and Sun 18:00 – 06:00
TOTAL Cleaners		29		Monday to Friday 07:00 – 15:00/18:00 Saturday and Sunday 07:00 – 16:00 18:00 – 06:00
14	Supervisor	1		Monday to Friday 06h00 - 18h00 Saturday and Sunday 07:00 – 15:00
TOTAL Supervisor		1		

PROVISION OF CLEANING AND TEA SERVICES – PORT OF DURBAN

TASK SHEET NO 3: DURBAN MAYDON WHARF

No.	Area in terminal	No. of Messrooms/Offices	No of Cleaners required	Brief work description	Frequency
1.	Central Planning Offices	7 x Offices Open Plan Area X8 desks 6 x Toilets	1	✓ 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
2.	G-Cos Building Upstairs & Downstairs	7 x Offices 2 x Open Plans 2 x Kitchen 4 x Toilets 2x showers 2x weighbridge's	3	✓ Cleaning of Offices (sweeping, mopping, polishing furniture) ✓ Emptying dustbins ✓ Cleaning of toilets, foyer, and passages	Monday to Friday 07:00- 18:00 Saturday and Sunday 07:00-16:00 18:00-06:00

PROVISION OF CLEANING AND TEA SERVICES – PORT OF DURBAN

No.	Area in terminal	No. of Messrooms/Offices	No of Cleaners required	Brief work description	Frequency
3.	CPO B/L	2x offices Open Plan Sheq offices Open plan planning offices Board room 1x kitchen (3 toilets and 1 showers)	1	✓ 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
4.	Mass room 12	1x eating area 1x kitchen and veranda 3 x Messrooms and Ablutions 6x toilets 6x showers 1x supervisor office	4	✓ 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- 18:00
5.	Drivers Messroom MHA B/L DIC	Messroom and Ablutions (Shower and 3 toilets) 5x offices 1 x Kitchen	2	✓ Emptying dustbins ✓ Cleaning of Messroom (Kitchens, toilets, showers) ✓ Cleaning of Offices (sweeping, mopping, polishing furniture) ✓ Emptying dustbins	Monday to Friday 07:00 - 18:00 Saturday and Sun 07:00 - 16:00

Cleaning SOW

PROVISION OF CLEANING AND TEA SERVICES – PORT OF DURBAN

No.	Area in terminal	No. of Messrooms/Offices	No of Cleaners required	Brief work description	Frequency
		4 x Toilets 4 x Shower		✓ Cleaning of Kitchen, toilets, showers) ✓ Dust walls and clean windows	18:00 - 06:00
6.	MWF	MWF Yard and Guard Houses	5	✓ Cleaning the Yard maintaining a clean environment ✓ Sweeping the yard ✓ Wash high rise windows	Monday to Friday 07:00- 15:00
7.	SHED 10 & 11 SHED 12 Weighbridges MWF 10 Toilet	1x supervisor office Messrooms x2 toilets and showers X1 shower and kitchen X2 Weighbridges x 5 toilets	2	✓ Cleaning of Messrooms (Kitchens, toilets, showers) ✓ Cleaning of Offices (sweeping, mopping, polishing furniture ✓ Emptying dustbins	Monday to Friday 07:00 – 15:00
8.	MWF	Mess and Ablutions Night shift	3	✓ Emptying dustbins ✓ Cleaning of Messroom ✓ Cleaning of Messrooms (Kitchens, toilets, showers	Monday to Friday 18:00—06:00

PROVISION OF CLEANING AND TEA SERVICES – PORT OF DURBAN

No.	Area in terminal	No. of Messrooms/Offices	No of Cleaners required	Brief work description	Frequency
TOTAL CLEANERS			21	✓	Monday to Friday 07:00 – 15:00/18:00 Saturday and Sunday 07:00 – 16:00 18:00 – 06:00

PROVISION OF CLEANING AND TEA SERVICES – PORT OF DURBAN

No.	Area in terminal	No. of Messrooms/Offices	No of Cleaners required	Brief work description	Frequency
TASK SHEET NO 4: AGRIBULK TERMINAL					
1.	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)	2	✓ 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
2.	Croft Road offices	2 x Boardrooms 2 x Offices 1 x Kitchen and eating area 1x TM offices 1x Security room	2	✓ 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

PROVISION OF CLEANING AND TEA SERVICES – PORT OF DURBAN

No.	Area in terminal	No. of Messrooms/Offices	No of Cleaners required	Brief work description	Frequency
3.	Agriport: Clinic Permanent Ladies Toilets	5 x Offices Clinic 1 x Kitchen 3 toilets and 1 shower	1	✓ 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
4.	Agriport Casual Messrooms Permanent Males Toilets	2 x Messrooms and Ablution (4 toilets and 4 showers) 3 toilets and 4x showers X2 kitchen	2	✓ Cleaning of Offices (sweeping, mopping, polishing furniture) ✓ Emptying dustbins ✓ Cleaning of Messrooms (Kitchens, toilets, showers) ✓ Cleaning of workshop floor	Monday to Friday 07:00 – 18:00 Saturday and Sunday 07:00-16:00 18:00-06:00

PROVISION OF CLEANING AND TEA SERVICES – PORT OF DURBAN

No.	Area in terminal	No. of Messrooms/Offices	No of Cleaners required	Brief work description	Frequency
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	✓ 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 – 18:00
6.	Agriport: Weighbridge Supervisors Toilets	1 x Office 4x toilets	1	✓ Cleaning of the office (sweeping, mopping, polishing furniture) ✓ Emptying dustbins ✓ Cleaning of Ablutions (Toilets, showers)	Monday to Friday 07:00 – 15:00
7.	Agriport Yard	2x Admin Parking area Yard	3	✓ Washing Admin Parking's ✓ Cleaning the Yard maintaining a clean environment ✓ Sweeping the yard ✓ Washing of windows	Monday to Friday 07:00 – 15:00 Saturday and Sunday 07:00-16:00 18:00-06:00

PROVISION OF CLEANING AND TEA SERVICES – PORT OF DURBAN

No.	Area in terminal	No. of Messrooms/Offices	No of Cleaners required	Brief work description	Frequency
8.	AGRIPORT	ALL NIGHTSHIFT	2	✓ Emptying dustbins ✓ Cleaning of Messroom ✓ Cleaning of Messrooms (Kitchens, toilets, showers)	Monday to Friday 18:00—06:00
9.	No OF CLEANERS - AGRIBULK		14		Monday to Friday 07:00 – 15:00/18:00
					Saturday and Sunday 07:00 – 16:00 18:00 – 06:00
9.	TOTAL No OF SUPERVISOR – MWF AND AGRI		1	Supervising of above functions	Monday to Friday 06:00 – 18:00

Cleaning chemical to meet the following specification (Technical Safety 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

TRANSNET



port terminals

ANNEXURE B

PRICING SCHEDULE

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 – Refer to Table 1

The Service provider shall include all cleaning materials and equipment.

TERMINAL		COSTS (Year 1)	COSTS (Year 2)	COSTS (Year 3)
1.	DBN MPT TERMINAL	ZAR	ZAR	ZAR
2.	DBN CAR TERMINAL	ZAR	ZAR	ZAR
3.	MAYDON WHARF TERMINAL	ZAR	ZAR	ZAR
4.	AGRIBULK TERMINAL	ZAR	ZAR	ZAR
	TOTAL AUXILIARY COST (Excl VAT)	ZAR	ZAR	ZAR

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 36 MONTHS.

1.2 CLEANING SERVICES LABOUR STRUCTURE

The Service Provider shall include the below benefits onto the BCCCI hourly labour cost of the cleaning services per terminal for the duration of the contract as per the below table.

BUILD UP RATE PAY PER HOUR FOR A CLEANER	
HOURLY RATE	%
MINIMUM RATE	-
UNIFORMS	2.05%
U.I.F.	1.00%
PROVIDENT	6.00%
ABSENT/SICK	7 %
HOLIDAY PAY	5.77%
MATERNITY	0.69%
BCCCI LEVY	0.05%
COIDA	1.50%
SKILLS LEVY	1.00%
ANNUAL BONUS	8.87%
COMP. LEAVE	10%
MEDICAL CRISIS PLAN	2.50%
TOTAL HOURLY COST	46.43%

***Note Brought forward:**

The cleaner's rate below is per the BCCCI regulation effective from the 1st of March 2025

a) Cleaners: Total Hourly Cost = R30.86 + 46.43%

b) Supervisor: Total Hourly cost = Rate per hour + 46.43%

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 36 MONTHS.

1.3.1 CLEANER HOURLY RATE FOR DAY SHIFT (MONDAY TO FRIDAY – NORMAL HOURS RATE)

SERVICE DESCRIPTION	NO OF CLEANERS	Annual Hours	Total Hourly Cost - Year 1	Total Annual Cost: Year 1	Total Hourly Cost - Year 2	Total Annual Cost: Year 2	Total Hourly Cost -Year 3	Total Annual Cost: Year 3
DBN MPT TERMINAL (07:00 -15:00)	22	46000						
DBN MPT TERMINAL (07:00 -18:00)	4	12000						
CAR TERMINAL (07:00 -15:00)	20	42000						
CAR TERMINAL (07:00 -18:00)	4	12000						
MAYDON WHARF TERMINAL (07:00 -15:00)	12	26000						
MAYDON WHARF TERMINAL (07:00 -18:00)	6	18000						
AGRIBULK TERMINAL (07:00 - 15:00)	9	19000						
AGRIBULK TERMINAL (07:00 - 18:00)	3	9000						
TOTAL (Excl VAT)				ZAR		ZAR		ZAR

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 36 MONTHS.

1.3.2 CLEANER HOURLY RATE FOR NIGHT SHIFT (MONDAY TO FRIDAY – AFTER HOURS RATE)								
SERVICE DESCRIPTION	NO OF CLEANERS	Annual Hours	Total Hourly Cost*1.1 Year 1	Total Annual Cost: Year 1	Total Hourly Cost*1.1 Year 2	Total Annual Cost: Year 2	Total Hourly Cost*1.1 Year 3	Total Annual Cost: Year 3
DBN MPT TERMINAL (18:00 - 06:00)	3	9000						
CAR TERMINAL (18:00 - 06:00)	4	12000						
MAYDON WHARF TERMINAL (18:00 - 06:00)	3	9000						
AGRIBULK TERMINAL (18:00 - 06:00)	2	6000						
TOTAL (Excl VAT)				ZAR		ZAR		ZAR

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 36 MONTHS.

1.3.3 CLEANER HOURLY RATE FOR DAY SHIFT (SATURDAY – NORMAL HOURS RATE)

SERVICE DESCRIPTION	NO OF CLEANERS	Annual Hours	Total Hourly Cost*1.5 Year 1	Total Annual Cost: Year 1	Total Hourly Cost*1.5 Year 2	Total Annual Cost: Year 2	Total Hourly Cost*1.5 Year 3	Total Annual Cost: Year 3
DBN MPT TERMINAL (07:00 - 15:00)	4	1700						
CAR TERMINAL (07:00 - 15:00)	5	2200						
MAYDON WHARF TERMINAL (07:00 -15:00)	4	1700						
AGRIBULK TERMINAL (07:00 -15:00)	4	1700						
TOTAL (Excl VAT)				ZAR		ZAR		ZAR

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 36 MONTHS.

1.3.4 CLEANER HOURLY RATE FOR NIGHT SHIFT (SATURDAY – AFTER HOURS RATE)								
SERVICE DESCRIPTION	NO OF CLEANERS	Annual Hours	Total Hourly Cost*1.5 Year 1	Total Annual Cost: Year 1	Total Hourly Cost*1.5 Year 2	Total Annual Cost: Year 2	Total Hourly Cost*1.5 Year 3	Total Annual Cost: Year 3
DBN MPT TERMINAL (18:00 -06:00)	3	2000						
CAR TERMINAL (18:00 -06:00)	4	2600						
MAYDON WHARF TERMINAL (18:00 - 06:00)	3	2000						
AGRIBULK TERMINAL (18:00 -06:00)	3	2000						
TOTAL (Excl VAT)				ZAR		ZAR		ZAR

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 36 MONTHS.

1.3.5 CLEANER HOURLY RATE FOR SUNDAY – DAY SHIFT								
SERVICE DESCRIPTION	NO OF CLEANERS	Annual Hours	Total Hourly Cost*2 Year 1	Total Annual Cost: Year 1	Total Hourly Cost*2 Year 2	Total Annual Cost: Year 2	Total Hourly Cost*2 Year 3	Total Annual Cost: Year 3
DBN MPT TERMINAL (07:00 -15:00)	4	1700						
CAR TERMINAL (07:00 -15:00)	5	2200						
MAYDON WHARF TERMINAL (07:00 -15:00)	4	1700						
AGRIBULK TERMINAL (07:00 -15:00)	4	1700						
TOTAL (Excl VAT)				ZAR		ZAR		ZAR
1.3.6 CLEANER HOURLY RATE FOR SUNDAY – NIGHT SHIFT								
SERVICE DESCRIPTION	NO OF CLEANERS	Annual Hours	Total Hourly Cost*2*1.1 Year 1	Total Annual Cost: Year 1	Total Hourly Cost*2*1.1 Year 2	Total Annual Cost: Year 1	Total Hourly Cost*2*1.1 Year 3	Total Annual Cost: Year 1
DBN MPT TERMINAL (18:00 -06:00)	3	2000						
CAR TERMINAL (18:00 - 06:00)	4	2600						
MAYDON WHARF TERMINAL (18:00 - 06:00)	3	2000						
AGRIBULK TERMINAL (18:00 - 06:00)	3	2000						
TOTAL (Excl VAT)				ZAR		ZAR		ZAR

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 36 MONTHS.

1.3.5 CLEANER HOURLY RATE FOR PUBLIC HOLIDAYS – DAY SHIFT								
SERVICE DESCRIPTION	NO OF CLEANERS	Annual Hours	Total Hourly Cost*2 Year 1	Total Annual Cost: Year 1	Total Hourly Cost*2 Year 2	Total Annual Cost: Year 2	Total Hourly Cost*2 Year 3	Total Annual Cost: Year 3
DBN MPT TERMINAL (07:00 -15:00)	4	500						
CAR TERMINAL (07:00 -15:00)	5	600						
MAYDON WHARF TERMINAL (07:00 -15:00)	4	500						
AGRIBULK TERMINAL (07:00 -15:00)	4	500						
TOTAL (Excl VAT)				ZAR		ZAR		ZAR
1.3.6 CLEANER HOURLY RATE FOR PUBLIC HOLIDAYS – NIGHT SHIFT								
SERVICE DESCRIPTION	NO OF CLEANERS	Annual Hours	Total Hourly Cost*2*1.1 Year 1	Total Annual Cost: Year 1	Total Hourly Cost*2*1.1 Year 2	Total Annual Cost: Year 1	Total Hourly Cost*2*1.1 Year 3	Total Annual Cost: Year 1
DBN MPT TERMINAL (18:00 -06:00)	3	500						
CAR TERMINAL (18:00 - 06:00)	4	650						
MAYDON WHARF TERMINAL (18:00 - 06:00)	3	500						
AGRIBULK TERMINAL (18:00 - 06:00)	3	500						
TOTAL (Excl VAT)				ZAR		ZAR		ZAR

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 36 MONTHS.

1.3.7 SUPERVISOR HOURLY RATE FOR DAY SHIFT (MONDAY TO FRIDAY – NORMAL HOURS RATE)									
SERVICE DESCRIPTION	NO OF CLEANERS	Annual Hours	Total Hourly Cost	Total Annual Cost: Year 1	Total Hourly Cost	Total Annual Cost: Year 2	Total Hourly Cost	Total Annual Cost: Year 3	
DBN MPT TERMINAL (06:00 -18:00)	1	3000							
CAR TERMINAL (06:00 -18:00)	1	3000							
MAYDON WHARF TERMINAL (06:00 - 18:00)	1	3000							
AGRIBULK TERMINAL (07:00 -15:00)	0	0							
TOTAL (Excl VAT)				ZAR		ZAR		ZAR	

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 36 MONTHS.

1.3.4 CLEANER HOURLY RATE FOR ADHOC CLEANING SERVICES (SATURDAY DAY SHIFT)								
SERVICE DESCRIPTION	NO OF CLEANERS	Annual Hours = 7 days	Total Hourly Cost*1.5	Total Annual Cost: Year 1	Total Hourly Cost*1.5	Total Annual Cost: Year 2	Total Hourly Cost*1.5	Total Annual Cost: Year 3
DBN MPT TERMINAL (07:00 -15:00)	5	280						
CAR TERMINAL (07:00 -15:00)	5	280						
MAYDON WHARF TERMINAL (07:00 - 15:00)	4	224						
AGRIBULK TERMINAL (07:00 -15:00)	4	224						
TOTAL (Excl VAT)				ZAR		ZAR		ZAR
1.3.4 CLEANER HOURLY RATE FOR ADHOC CLEANING SERVICES (SUNDAY DAY SHIFT)								
SERVICE DESCRIPTION	NO OF CLEANERS	Annual Hours = 7 days	Total Hourly Cost*2	Total Annual Cost: Year 1	Total Hourly Cost*2	Total Annual Cost: Year 2	Total Hourly Cost*2	Total Annual Cost: Year 3
DBN MPT TERMINAL (07:00 -15:00)	5	280						
CAR TERMINAL (07:00 -15:00)	5	280						
MAYDON WHARF TERMINAL (07:00 - 15:00)	4	224						
AGRIBULK TERMINAL (07:00 -15:00)	4	224						
TOTAL (Excluding VAT)				ZAR		ZAR		ZAR

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 36 MONTHS.

1.3.4 SUPERVISOR HOURLY RATE FOR ADHOC SERVICES (SATURDAY DAY SHIFT)								
SERVICE DESCRIPTION	NO OF SUPERVISOR	Annual Hours = 7 days	Total Hourly Cost*1.5	Total Annual Cost: Year 1	Total Hourly Cost*1.5	Total Annual Cost: Year 2	Total Hourly Cost*1.5	Total Annual Cost: Year 3
DBN MPT TERMINAL (07:00 -15:00)	1	56						
CAR TERMINAL (07:00 -15:00)	1	56						
MAYDON WHARF TERMINAL (07:00 - 15:00)	1	56						
AGRIBULK TERMINAL (07:00 -15:00)	0							
TOTAL (Excl VAT)				ZAR		ZAR		ZAR
1.3.4 SUPERVISOR HOURLY RATE FOR ADHOC SERVICES (SUNDAY DAY SHIFT)								
SERVICE DESCRIPTION	NO OF SUPERVISOR	Annual Hours = 7 days	Total Hourly Cost*2	Total Annual Cost: Year 1	Total Hourly Cost*2	Total Annual Cost: Year 2	Total Hourly Cost*2	Total Annual Cost: Year 3
DBN MPT TERMINAL (07:00 -15:00)	1	56						
CAR TERMINAL (07:00 -15:00)	1	56						
MAYDON WHARF TERMINAL (07:00 - 15:00)	1	56						
AGRIBULK TERMINAL (07:00 -15:00)	0							
TOTAL (Excluding VAT)				ZAR		ZAR		ZAR

1.3 SUMMARY OF ALL COSTS

SUMMARY PAGE – PROVISION OF CLEANING SERVICES CONTRACT SUMMARY

SERVICE DESCRIPTION	SUM FOR THREE YEARS
AUXILIARY COST: (MPT, CAR, MWF, AGRIBULK)	ZAR
CLEANING SERVICES LABOUR COST: (MPT, CAR, MWF, AGRIBULK)	ZAR
ADHOC SERVICES (MPT, CAR, MWF, AGRIBULK)	ZAR
VAT	
TOTAL SUM FOR THREE YEARS (Inclusive VAT)	ZAR

Notes to Pricing:

- All prices must be quoted in South African Rand.
- All rates paid to employees must be in line with the Bargaining Council for Contract Cleaning Services Industry and as per government's gazette. This is mandatory, non-compliance will result in disqualification.
- To facilitate like-for-like comparison bidders must submit pricing in accordance with this pricing schedule and not utilize a different format.
- Deviation from this pricing schedule will result in a bid being disqualified.
- Pricing should be fixed for the duration of the bid, must include all costs and those that have foreign exchange content and consider BCCCI rates increase.
- 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.

TRANSNET



port terminals

ANNEXURE C

RETURNABLES

TENDER NUMBER: ICLM DB 980/TPT

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 36 MONTHS.

TECHNICAL RETURNABLE SCHEDULES

	ELIGIBILITY	C1
--	--------------------	-----------

1. Description:

- The bidder Must submit A valid letter of good standing from the Compensation Commissioner or submit a valid proof of being registered as required by the Commission for Occupational Injuries and Diseases Act No. 130 of 1993. Registration will be verified with COIDA. - The Bidder Must submit A valid proof of being registered with the Bargaining Council of Cleaning Contractor Industry (BCCCI) of KwaZulu Natal (KZN). Registration will be verified by BCCCI before award of contract as confirmation that the service provider is in good standing in terms of a transgressions they might have committed in their previous contracts.

2. The scoring plan

Eligible	Submission of both BCCI and COIDA documents	Yes
Ineligible	Failure to submit both documents (BCCI and COIDA)	No

Signed

Date

Name

Position

Tenderer _____

TENDER NUMBER: ICLM DB 980/TPT

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 36 MONTHS.

	Company Experience	C2
--	---------------------------	-----------

1. Description:

Service provider must submit traceable list of references and reference letter(s) / Completion Certificate(s) indicating that they have successfully completed a forty-eight (48) month contract or an accumulation of contracts which are not less than three (3) months per contract, which in total result in a forty-eight (48) month contract duration for the provision of office cleaning within the past five (5) years. The following should be reflected on the references.
 (1) The project description, (2) Client Company name, (3) Client contact details (email and telephone), (4) Project duration: start and completion dates (5) Client signature

2. The scoring plan

Score Points	Maximum points 20 Points
0	0= The service provider has submitted no information or inadequate information to determine a score.
5	5= The service provider has successfully completed a twenty-four (24) month contract or an accumulation of contracts which are not less than three (3) months contracts, which in total result in a $\leq$ twenty-four (24) months contract duration within the past five (5) years and client/s is provided on the list.
10	10= The service provider has successfully completed a thirty-six (36) month contract or an accumulation of contract which are not less than three (3) months contracts, which in total result in a thirty-six (36) month contract duration within the past five (5) years and client/s is provided on the list.
20	20= The service provider has successfully completed a forty-eight (48) month contract or an accumulation of contracts which are not less than three (3) months contracts, which in total result in a forty-eight (48) month contract duration within the past five (5) years and client/s is provided on the list.

Signed

Date

Name

Position

TENDER NUMBER: ICLM DB 980/TPT

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 36 MONTHS.

Tenderer _____

	BANK STATEMENT	G3
--	-----------------------	-----------

1. Description:

Service provider must submit a six-month bank statement from a business account reflecting a minimum of 5 employee payments. Where remuneration function is outsourced and individual employee payment do not reflect on bank statement, service provider must additionally provide a signed Agreement between the two parties.

2. The scoring plan

Score Points	Maximum points 20 Points
0	0= The service provider has submitted no information or inadequate information to determine a score.
20	20= Service provider submits a six-month bank statement with employee payments or a six-month bank statement and a signed Agreement between the two parties (Service Provider and Agent).

Signed

Date

Name

Position

Tenderer _____

TENDER NUMBER: ICLM DB 980/TPT

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 36 MONTHS.

TECHNICAL RETURNABLE SCHEDULES

	EMP 201 REPORT	C4
--	-----------------------	-----------

1. Description:

Service provider to submit a minimum of three (3) SARS generated EMP 201 Report for a submission not older than twelve-months from tender closing date.

2. The scoring plan

Score Points	Maximum points 20 Points
0	0= The service provider has submitted no information or inadequate information to determine a score.
5	5= Service provider submits 1 SARS generated EMP 201 Report for submission not older than twelve-months.
10	10= Service provider submits 2 SARS generated EMP 201 Report for submission not older than twelve-months.
20	20= Service provider submits 3 SARS generated EMP 201 Report for submission not older than twelve-months.

Signed

Date

Name

Position

Tenderer _____

TENDER NUMBER: ICLM DB 980/TPT

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 36 MONTHS.

	KEY PERSONNEL EXPERIENCE	C5
--	-------------------------------------	-----------

1. Description:

Service provider to submit proof that Supervisors have the reasonable years of experience in the general experience in commercial cleaning and positions held of each discipline specific team member. CVs for key personnel positions should include as a minimum but not limited to:

a) X3 Supervisors with 2-year experience per supervisor submitted

2. The scoring plan

Score Points	Maximum points 10 Points
0	<i>0= The Service provider has submitted no information or inadequate information to determine a score.</i>
2	<i>2= 3 x Supervisors submitted with less than 2-year experience</i>
3	<i>3= 1 x Supervisors submitted with 2-year experience</i>
5	<i>5= 2 x Supervisors submitted with 2-year experience</i>
10	<i>10= 3 x Supervisors submitted with 2-year experience</i>

Signed

Date

Name

Position

TENDER NUMBER: ICLM DB 980/TPT

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 36 MONTHS.

Tenderer _____

	KEY PERSONNEL EXPERIENCE	C6
--	---------------------------------	-----------

1. Description:

Service provider to submit proof that Safety Representative have the reasonable years of experience in the general experience in commercial cleaning and positions held of each discipline specific team member. CVs for key personnel positions should include as a minimum but not limited to:
a) X2 Safety Representative with 2-year experience each.

2. The scoring plan

Score Points	Maximum points 10 Points
0	<i>0= The Service provider has submitted no information or inadequate information to determine a score.</i>
10	<i>10= 2 x Safety Representatives submitted with 2-year experience each</i>

Signed

Date

Name

Position

Tenderer _____

TENDER NUMBER: ICLM DB 980/TPT

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 36 MONTHS.

TECHNICAL RETURNABLE SCHEDULES

	EDUCATION, TRAINING AND SKILL	C7
--	--------------------------------------	-----------

1. Description:

Service provider to submit proof that Supervisors have the reasonable education, training and skill in the specific sector, field, subject which is linked to the scope of work. Proof of training must be attached to the CV in the form of a Supervisor Certificate for the cleaning and hygiene industry
a) X 3 Supervisors Certificates in cleaning and hygiene

2. The scoring plan

Score Points	Maximum points 10 Points
0	0= The Service provider has submitted no information or inadequate information to determine a score.
10	10= Staff have a reasonable level of project specific education, skills, and training as indicated below and, 3 x Supervisors Certificates in cleaning & hygiene submitted.

Signed

Date

Name

Position

Tenderer _____

TENDER NUMBER: ICLM DB 980/TPT

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 36 MONTHS.

	EDUCATION, TRAINING AND SKILL	C8
--	--------------------------------------	-----------

1. Description:

Service provider to submit proof that Health and Safety. Representatives have reasonable education, training and skill in the specific sector, field, subject which is linked to the scope of work. Proof of education and training must be attached to the CV.

a) X 2 Health and Safety Representative Certificates

2. The scoring plan

Score Points	Maximum points 10 Points
0	<i>0= The Service provider has submitted no information or inadequate information to determine a score.</i>
10	<i>10= 2 x Health and Safety Representative Certificates submitted</i>

Signed

Date

Name

Position

Tenderer _____

TENDER NUMBER: ICLM DB 980/TPT

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) YEARS.

RETURNABLE SCHEDULE -CIPC

	CIPC	
--	-------------	--

1. Description:

Regional or Local Requirement: Bidders to provide valid proof of address in the form of a CIPC Company Registration document, confirming that the service provider is based in a community within the city of eThekweni Municipality.

2. The scoring plan

Score Points	
10	<i>The Service provider has submitted valid proof of address in the form of a CIPC Company Registration document, confirming that the service provider is based in a community within the city of eThekweni Municipality.</i>
0	<i>Failure to submit this requirement will result in disqualification</i>

Signed

Date

Name

Position

Tenderer _____

TRANSNET



port terminals

ANNEXURE D

MASTER AGREEMENT

MASTER AGREEMENT

entered into by and between

TRANSNET SOC LTD

and

.....

FOR THE PROVISION OF:

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) YEARS.

AGREEMENT NUMBER **ICLM DB 980/TPT**

COMMENCEMENT DATE

EXPIRY DATE

TABLE OF CONTENTS

1	INTRODUCTION.....	4
2	DEFINITIONS	4
3	INTERPRETATION	8
4	NATURE AND SCOPE	8
5	AUTHORITY OF PARTIES	9
6	DURATION/TERM AND CANCELLATION	9
7	RISK MANAGEMENT	9
8	TRANSNET'S OBLIGATIONS	10
9	GENERAL OBLIGATIONS OF THE SERVICE PROVIDER	10
10	SERVICE PROVIDER'S PERSONNEL	12
11	SUBCONTRACTING.....	13
12	PAYMENT TO SUB-CONTRACTORS	13
13	B-BBEE AND SOCIO-ECONOMIC OBLIGATIONS	14
14	PENALTIES	15
15	FEES AND EXPENSES RELATING TO SERVICES	15
16	INVOICES AND PAYMENT	15
17	PRICE ADJUSTMENTS.....	16
18	WARRANTIES APPLICABLE TO SERVICES	16
19	THIRD PARTY INDEMNITY	18
20	TOTAL OR PARTIAL FAILURE TO PERFORM.....	18
21	NON CONFORMANCE OF SERVICES PROCURED	18
22	RIGHTS ON CANCELLATION.....	19
23	BREACH AND TERMINATION.....	19
24	CESSIONS AND ASSIGNMENTS AS PER NT INSTRUCTION NOTE 08 OF 2022/2023.....	20
25	FORCE MAJEURE.....	21
26	PROTECTION OF PERSONAL INFORMATION.....	21
27	CONFIDENTIALITY	23
28	INSURANCES	25
29	LIMITATION OF LIABILITY.....	26
30	INTELLECTUAL PROPERTY RIGHTS	27
31	NON-WAIVER	29
32	PARTIAL INVALIDITY	29
33	DISPUTE RESOLUTION	29
34	ADDRESSES FOR NOTICES	30
35	WHOLE AND ONLY AGREEMENT	30
36	AMENDMENT AND CHANGE CONTROL	30
37	GENERAL.....	31
38	DATABASE OF RESTRICTED SUPPLIER.....	31

Agreement between Transnet and

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: MMPT Point, Car Terminal, Maydon Wharf and Agri bulk for a period of three (3) years.

SCHEDULE 1 – SCHEDULE OF REQUIREMENTS

1 INTRODUCTION

This Agreement is entered into by and between:

Transnet SOC Ltd [Registration Number 1990/000900/30] whose registered address is
....., Republic of South Africa [**Transnet**]

and

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

NOW THEREFORE, IT IS AGREED:

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

2 DEFINITIONS

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

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

- 2.6 **Cession** refers to the transfer of only the rights a service provider has in terms of a contract from it to a third party.
- 2.7 **Commencement Date** means, notwithstanding the signature date of this Agreement;
- 2.8 **Confidential Information** means any information or other data, whether in written, oral, graphic or in any other form such as in documents, papers, memoranda, correspondence, notebooks, reports, drawings, diagrams, discs, articles, samples, test results, prototypes, designs, plans, formulae, patents, or inventor's certificates, which a Party discloses or provides to the other Party [intentionally or unintentionally, or as a result of one Party permitting the representative of the other Party to visit any of its premises], or which otherwise becomes known to a Party, and which is not in the public domain and includes, without limiting the generality of the term:
- a) information relating to methods of operation, data and plans of the disclosing Party;
 - b) the contents of this Agreement;
 - c) private and personal details of employees or clients of the disclosing Party or any other person where an onus rests on the disclosing Party to maintain the confidentiality of such information;
 - d) any information disclosed by either Party and which is clearly marked as being confidential or secret;
 - e) information relating to the strategic objectives and planning of the disclosing Party relating to its existing and planned future business activities;
 - f) information relating to the past, present and future research and development of the disclosing Party;
 - g) information relating to the business activities, business relationships, products, services, customers, clients and Subcontractors of the disclosing Party where an onus rests on the disclosing Party to maintain the confidentiality of such information;
 - h) information contained in the software and associated material and documentation belonging to the disclosing Party;
 - i) technical and scientific information, Know-How and trade secrets of a disclosing Party including inventions, applications and processes;
 - j) Copyright works;
 - k) commercial, financial and marketing information;
 - l) data concerning architecture, demonstrations, tools and techniques, processes, machinery and equipment of the disclosing Party;
 - m) plans, designs, concepts, drawings, functional and technical requirements and specifications of the disclosing Party;
 - n) information concerning faults or defects in Goods, equipment, hardware or software or the incidence of such faults or defects; and
 - o) information concerning the charges, fees and/or costs of the disclosing Party or its authorised Subcontractors, or their methods, practices or service performance levels actually achieved;

- 2.9 **Copyright** means the right in expressions, procedures, methods of operations or mathematical concepts, computer program codes, compilations of data or other material, literary works, musical works, artistic works, sound recordings, broadcasts, program carrying signals, published editions, photographic works, or cinematographic works of the copyright owner to do or to authorise the doing of certain acts specified in respect of the different categories of works;
- 2.10 **Data** means all data, databases, documents, information, graphics, text or other material in an electronic or tangible medium which the Parties to this Agreement generate, collect, process, store or transmit in relation to their business;
- 2.11 **Designs** mean registered Designs and/or Design applications and will include the monopoly right granted for the protection of an independently created industrial design including designs dictated essentially by technical or functional considerations as well as topographies of integrated circuits and integrated circuits;
- 2.12 **Expiry Date** means ;
- 2.13 **Foreground Intellectual Property** means all Intellectual Property developed by either Party pursuant to this Agreement;
- 2.14 **ICC Incoterms** means the the latest version of commercial trade terms as published by the International Chamber of Commerce, Paris [ICC], which are otherwise referred to as purchase terms and which define precisely the responsibilities, costs and risks of the buyer [**Transnet**] and the seller [**the Service Provider**]. Incoterms are only applicable to contracts involving the import or export of Goods from one country to another and for the purpose of this Agreement, if applicable, shall mean the designated Incoterm as stipulated in Schedule 1 hereto. Further details of the Incoterm [purchase terms] for this Agreement, if applicable, can be viewed at the International Business Training website - <http://www.i-b-t.net/incoterms.html>;
- 2.15 **Intellectual Property** means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world and includes all future additions and improvements to the Intellectual Property;
- 2.16 **Know-How** means all Confidential Information of whatever nature relating to the Intellectual Property and its exploitation as well as all other Confidential Information generally relating to Transnet's field of technology, including technical information, processing or manufacturing techniques, Designs, specifications, formulae, systems, processes, information concerning materials and marketing and business information in general;
- 2.17 **Parties** mean the Parties to this Agreement together with their subsidiaries, divisions, business units, successors-in-title and assigns;
- 2.18 **Party** means either one of these Parties;
- 2.19 **Patents** mean registered Patents and Patent applications, once the latter have proceeded to grant, and includes a right granted for any inventions, products or processes in all fields of technology;
- 2.20 **Permitted Purpose** means any activity or process to be undertaken or supervised by a Staff member of one Party during the term of this Agreement, for which purpose authorised disclosure of the other Party's Confidential Information or Intellectual Property is a prerequisite in order to enable such activity or process to be accomplished;

- 2.21 **Price(s)** means the agreed Price(s) for the Services to be purchased from the Service Provider by Transnet, as detailed in the Schedule of Requirements, issued in accordance with this Agreement, as amended by mutual agreement between the Parties and in accordance with the terms and conditions in this Agreement from time to time;
- 2.22 **Purchase Order(s)** means official orders issued by an operating division of Transnet to the Service Provider for the supply of Services;
- 2.23 **Service(s)** means Office, Building, Workshop Cleaning and Tea Services, the Service(s) provided to Transnet by the
Service Provider, pursuant to the Work Order(s) in terms of this Agreement;
- 2.24 **Service Level Agreement** or **SLA** means the processes, deliverables, key performance indicators and performance standards relating to the services to be provided by the Service Provider;
- 2.25 **Service Provider Materials** means all works of authorship, products and materials [including, but not limited to, data, diagrams, charts, reports, specifications, studies, inventions, software, software development tools, methodologies, ideas, methods, processes, concepts and techniques] owned by, or licensed to, the Service Provider prior to the Commencement Date or independently developed by the Service Provider outside the scope of this Agreement at no expense to Transnet, and used by the Service Provider in the performance of the Services;
- 2.26 **Staff** means any partner, employee, agent, consultant, independent associate or contractor, Subcontractor and the staff of such Subcontractor, or other authorised representative of either Party;
- 2.27 **Schedule of Requirements** means Schedule 1 hereto;
- 2.28 **Subcontract** means any contract or agreement or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Goods or related Services or any part thereof or material used in the manufacture of the Goods or any part thereof;
- 2.29 **Subcontractor** means the third party with whom the Service Provider enters into a Subcontract;
- 2.30 **Tax Invoice** means the document as required by Section 20 of the VAT Act, as may be amended from time to time;
- 2.31 **Trade Marks** mean registered Trade Marks and Trade Mark applications and include any sign or logo, or combination of signs and/or logos capable of distinguishing the goods or services of one undertaking from those of another undertaking;
- 2.32 **VAT** means Value-Added Tax chargeable in terms of the VAT Act, 89 of 1991, as may be amended from time to time; and
- 2.33 **VAT Act** means the Value Added Tax Act, No 89 of 1991, as may be amended from time to time.
- 2.34 **Work Order(s)** means a detailed scope of work for a Service required by Transnet, including **timeframes**, Deliverable, Fees and costs for the supply of the Service to Transnet, which may be appended to this Agreement from time to time.

3 INTERPRETATION

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

4 NATURE AND SCOPE

- 4.1 This Agreement is an agreement under the terms and conditions of which the Service Provider will arrange for the provision to Transnet of the Services which meet the requirements and specifications of Transnet, the delivery of which is controlled by means of Purchase Orders to be issued by Transnet and executed by the Service Provider in accordance with this Agreement.
- 4.2 Such Purchase Orders and deliveries to Transnet shall be agreed between the Parties from time to time, subject to the terms of the Schedule of Requirements/Work Order.
- 4.3 Each properly executed Purchase Order forms an inseparable part of this Agreement as if it were fully incorporated into the body of this Agreement.
- 4.4 During the period of this Agreement, both Parties can make written suggestions for amendments to the Schedule of Requirements/Work Orders in accordance with procedures set out in clause 36 [*Amendment and Change Control*]. A Party will advise the other Party within 14 [fourteen] Business Days, or such other period as mutually agreed, whether the amendment is acceptable.
- 4.5 Insofar as any term, provision or condition in the Schedule of Requirements/Work Order conflicts with a like term, provision or condition in this Agreement and/or a Purchase Order, the term or provision or condition in this Master Agreement shall prevail, unless such term or provision or condition in this Master Agreement has been specifically revoked or amended by mutual written agreement between the Parties.
- 4.6 Time will be of the essence and the Service Provider will perform its obligations under this Agreement in accordance with the timeframe(s) [if any] set out in the relevant schedule, save that the Service Provider will not be liable under this clause if it is unable to meet such obligation within the time required as a direct result of any act or omission by Transnet and it has used its best endeavours to advise Transnet of such act or omission. In the event of such delay, any time deadlines detailed in the relevant schedule shall be extended by a period equal to the period of that delay.

5 AUTHORITY OF PARTIES

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

6 DURATION/TERM AND CANCELLATION

- 6.1 Notwithstanding the date of signature hereof, the Commencement Date if this Agreement is and the duration shall be for a [.....] year period, expiring on, unless:
- a) this Agreement is terminated by either Party in accordance with the provisions incorporated herein or in any schedules or annexures appended hereto, or otherwise in accordance with law or equity; or
 - b) this Agreement is extended at Transnet's option for a further period to be agreed by the Parties.
 - c) This Agreement shall terminate automatically on the date of depletion of funds allocated to the project. In the event of such termination, the Parties shall incur no further obligation or liability under this Agreement other than for payment of services rendered prior to the expiration of funds.
- 6.2 Notwithstanding clause 23 [*Breach and Termination*], either Party may cancel this Agreement without cause by giving 30 [thirty] calendar days prior written notice thereof to the other Party, provided that in such instance, this Agreement will nevertheless be applicable in respect of all Purchase Orders which have been placed prior to the date of such cancellation.

7 RISK MANAGEMENT

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

8 TRANSNET'S OBLIGATIONS

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

9 GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

- 9.1 The Service Provider shall:
 - a) respond promptly to all complaints and enquiries from Transnet;
 - b) inform Transnet immediately of any dispute or complaint arising in relation to the storage or delivery of the Goods;
 - c) conduct its business in a professional manner which will reflect positively upon the Service Provider and the Service Provider's services;
 - d) keep full records clearly indicating all transactions concluded by the Service Provider relating to the delivery of the Services and keep such records for at least 5 [five] years from the date of each such transaction;
 - e) obtain, and at all times maintain in full force and effect, any and all licences, permits and the like required under applicable laws for the provision of the Services and ancillary Services and the conduct of the business and activities of the Service Provider;
 - f) observe and ensure compliance with all requirements and obligations as set out in the labour and related legislation of South Africa, including the Occupational Health and Safety Act, 85 of 1993, as may be amended from time to time;
 - g) observe and ensure compliance with all requirements and objectives of the Transnet Supplier Integrity Pact as agreed to in response to the RFP. The general purpose of the Supplier Integrity Pact is to agree to avoid all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of the procurement event leading to this Agreement and this Agreement itself;
 - h) comply with all applicable environmental legislation and regulations, demonstrate sound environmental performance and have an environmental management policy which ensures that its products, including the Services or ancillary Services are procured, produced, packaged, delivered and are capable of being used and ultimately disposed of in a way that is environmentally appropriate; and
 - i) ensure the validity of all renewable certifications, including but not limited to its B-BBEE Verification Certificate, throughout the entire term of this Agreement. Should the Service

Provider fail to present Transnet with such renewals as they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the Agreement, to terminate this Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Service Provider.

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

- a) render the supply of the Services and ancillary Services (if applicable) and perform all its duties with honesty and integrity;
- b) communicate openly and honestly with Transnet regarding the supply and performance of the Services and demonstrate a commitment to effecting the supply and performing ancillary Services timeously, efficiently and at least to the required standards;
- c) endeavour to provide the highest possible standards of service and workmanship, with a reasonable degree of care and diligence;
- d) use its best endeavours and make every diligent effort to meet agreed deadlines;
- e) treat its own Staff, as well as all Transnet's Staff, with fairness and courtesy and respect for their human rights;
- f) practice and promote its own internal policies aimed at prohibiting and preventing unfair discrimination;
- g) treat all enquiries from Transnet in connection with the supply of the Services and/or ancillary Services with courtesy and respond to all enquiries promptly and efficiently. Where the Service Provider is unable to comply with the provisions of this clause, the Service Provider will advise Transnet of the delay and the reasons therefor and will keep Transnet informed of progress made regarding the enquiry;
- h) when requested by Transnet, provide clear and accurate information regarding the Service Provider's own policies and procedures, excluding Know-How and other Confidential Information, except where a non-disclosure undertaking has been entered into between the Parties;
- i) not allow a conflict of interest to develop between its own interests [or the interests of any of its other customers] and the interests of Transnet;
- j) not accept or offer, nor allow, induce or promote the acceptance or offering of any gratuity, enticement, incentive or gift that could reasonably be regarded as bribery or an attempt to otherwise exert undue influence over the recipient;
- k) not mislead Transnet or its officers, employees and stakeholders, whether by act or omission;
- l) not otherwise act in an unethical manner or do anything which could reasonably be expected to damage or tarnish Transnet's reputation or business image;
- m) immediately report to Transnet any unethical, fraudulent or otherwise unlawful conduct of which it becomes aware in connection with Transnet or the supply of Services or ancillary Services to Transnet;

- n) ensure that at all times, during the currency of this Agreement, it complies with all obligations and commitments in terms of the provisions of the Income Tax Act, No 58 of 1962, the VAT Act or any other tax legislation relating to their liability for Income Tax, VAT, Pay as You Earn or any other tax. The Service Provider shall further ensure Tax Clearance Compliance, for the duration of this Agreement;
 - o) not victimise, harass or discriminate against any employee of either Party to this Agreement or any applicant for employment with either Party to this Agreement due to their gender, race, disability, age, religious belief, sexual orientation or part-time status. This provision applies, but is not limited to employment, upgrading, work environment, demotion, transfer, recruitment, recruitment advertising, termination of employment, rates of pay or other forms of compensation and selection for training.
 - p) shall ensure that its employees, agents and Subcontractors will not breach any applicable discrimination legislation and any amendments and re-enactments thereof.
- 9.3 In compliance with the National Railway Safety Regulator Act, 16 of 2002, as may be amended from time to time, the Service Provider shall ensure that the Services and ancillary Services, to be supplied to Transnet under the terms and conditions of this Agreement, comply fully with the Specifications as set forth in Schedule 1 hereto, and shall thereby adhere [as applicable] to railway safety requirements and/or regulations. Permission for the engagement of a Subcontractor by the Service Provider, as applicable, shall be subject to a review of the capability of the proposed Subcontractor to comply with the specified railway safety requirements and/or regulations. The Service Provider and/or its Subcontractor shall grant Transnet access, during the term of this Agreement, to review any safety-related activities, including the coordination of such activities across all parts of its organisation.

10 SERVICE PROVIDER'S PERSONNEL

- 10.1 The Service Provider's Personnel shall be regarded at all times as employees, agents or Subcontractors of the Service Provider and no relationship of employer and employee shall arise between Transnet and any Service Provider Personnel under any circumstances regardless of the degree of supervision that may be exercised over the Personnel by Transnet.
- 10.2 The Service Provider warrants that all its Personnel will be entitled to work in South Africa or any other country in which the Services are to be performed.
- 10.3 The Service Provider will ensure that its Personnel comply with all reasonable requirements made known to the Service Provider by Transnet concerning conduct at any Transnet premises or any other premises upon which the Services are to be performed [including but not limited to security regulations, policy standards and codes of practice and health and safety requirements]. The Service Provider will ensure that such Personnel at all times act in a lawful and proper manner in accordance with these requirements.
- 10.4 Transnet reserves the right to refuse to admit or to remove from any premises occupied by or on behalf of it, any Service Provider Personnel whose admission or presence would, in the reasonable opinion of Transnet, be undesirable or who represents a threat to confidentiality or security or whose presence would be in breach of any rules and regulations governing Transnet's Personnel, provided that Transnet notifies the Service Provider of any such refusal [with reasons why]. The

reasonable exclusion of any such individual from such premises shall not relieve the Service Provider from the performance of its obligations under this Agreement.

- 10.5 The Service Provider agrees to use all reasonable endeavours to ensure the continuity of its Personnel assigned to perform the Services. If any re-assignment by the Service Provider of those Personnel is necessary, or if Transnet advises that any such Personnel assigned are in any respect unsatisfactory, including where any such Personnel are, or are expected to be or have been absent for any period, then the Service Provider will promptly supply a replacement of equivalent calibre and experience, and any such replacement shall be approved by Transnet prior to commencing provision of the Services, such approval not to be unreasonably withheld or delayed.

11 SUBCONTRACTING

- 11.1 The Service Provider may only enter into a subcontracting arrangement or replace a subcontractor with the approval of Transnet.
- 11.2 If the Service Provider subcontracts a portion of the contract to another person without declaring it to Transnet reserves the right to penalise the Service Provider up to 10% of the value of the contract.
- 11.3 Where the Service Provider seeks to replace a subcontractor Transnet shall be entitled to obtain representations or input from the initial subcontractor who was part of the tender process whose credentials were used in the Service Provider's tender submission. Transnet shall consider input from all parties concerned, in order to take a decision on the proposed replacement of the subcontractor. The subcontracting arrangement or contract remains between the Service Provider (main contractor) and the subcontractor.
- 11.4 Should Transnet approve the Service Provider's subcontracting arrangement, the Service Provider and not the Sub-contractor will at all times be held liable for performance in terms of its contractual obligations.
- 11.5 The Service Provider may not subcontract in such a manner that the the overall value of the contract is reduced to below the stipulated minimum threshold.
- 11.6 The Service Provider may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the Service Provider, unless the contract is subcontracted to an Exempted Micro Enterprise (EME) that has the capability and ability to execute the Subcontract.

12 PAYMENT TO SUB-CONTRACTORS

- 12.1 Transnet reserves the right, in its sole discretion, to make payment directly to the sub-contractor of the Service Provider, subject to the following conditions:
- a) Receipt of an undisputed invoice from the sub-contractor; and
 - b) Receipt of written confirmation from the Service Provider that the amounts claimed by the sub-contractor are correct and that the services for which the sub-contractor has requested payment were rendered to the satisfaction of the Service Provider, against the required standards.
- 12.2 Nothing contained in this clause must be interpreted as bestowing on any sub-contractor a right or legitimate expectation to be paid directly by Transnet. Furthermore, this clause does not bestow any

right or legitimate expectation on the Service provider to demand that Transnet pay its sub-contractor directly. The decision to pay any sub-contractor directly, remains that of Transnet alone.

- 12.3 The Service Provider remains liable for its contractual obligations under the Agreement, including all services rendered by the sub-contractor.
- 12.4 This clause does not establish any contractual relationship between Transnet and any sub-contractor of the Service Provider, whatsoever.

13 B-BBEE AND SOCIO-ECONOMIC OBLIGATIONS

13.1 B-BBEE Scorecard

- a) Transnet fully endorses and supports the Broad-Based Black Economic Empowerment Programme and is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.
- b) In response to this requirement, the Service Provider shall submit to Transnet's Contract Manager or such other designated person details of its B-BBEE status in terms of the latest Codes of Good Practice issued in terms of the B-BBEE Act and proof thereof at the beginning of March each year during the currency of this Agreement.
- c) The Service Provider undertakes to notify and provide full details to Transnet in the event there is:
 - (i) a change in the Service Provider's B-BBEE status which is less than what it was at the time of its appointment including the impact thereof; and
 - (ii) a corporate or internal restructure or change in control of the Service Provider which has or likely to impact negatively on the Service Provider's B-BBEE status.
- d) Notwithstanding any other reporting requirement in terms hereof, the Supplier Service Provider undertakes to provide any B-BBEE data (underlying data relating to the Service Provider which has been relied upon or utilised by a verification agency or auditor for the purposes of issuing a verification certificate in respect of the Service Provider B-BBEE status) which Transnet may request on written notice within 30 (thirty) calendar days of such request. A failure to provide such data shall constitute a Supplier/ Service Provider Default and may be dealt with in accordance with the provisions of clause 23.
- e) In the event there is a change in the Service Provider's B-BBEE status, then the provisions of clause 23 shall apply.

13.2 Green Economy/Carbon Footprint

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

14 PENALTIES

14.1 Penalties for Non-compliance to Service Level Agreement

Where the Service Provider fails to deliver the Services within the agreed and accepted milestone timelines and provided that the cause of the delay was not due to a fault of Transnet, penalties shall be imposed at 10% of the invoice due.

15 FEES AND EXPENSES RELATING TO SERVICES

15.1 In consideration of the provision of the Services, Transnet will pay to the Service Provider the Fees detailed in the relevant schedule or Work Order.

15.2 Transnet will not be invoiced for materials used in the provision of the Services save for those materials [if any] set out in the Work Order and accepted by Transnet or in any relevant Work Order [which will be invoiced to Transnet at cost].

15.3 Unless otherwise agreed in a schedule or Work Order, Transnet will reimburse to the Service Provider all reasonable and proper expenses incurred directly and solely in connection with the provision of the Services, provided that all such expenses:

- a) are agreed by Transnet in advance;
- b) are incurred in accordance with Transnet's standard travel and expenses policies;
- c) are passed on to Transnet at cost with no administration fee; and
- d) will only be reimbursed if supported by relevant receipts.

15.4 All Tax Invoices relating to Fees, out of pocket expenses and, if applicable, travel and accommodation costs, will provide the detail for each of the Personnel carrying out the Services and incurring the expenses, and the Tax Invoice will, where appropriate, include VAT as a separate item.

16 INVOICES AND PAYMENT

16.1 Transnet shall pay the Service Provider the amounts stipulated in each Purchase Order/Work Order, subject to the terms and conditions of this Agreement.

16.2 Transnet shall pay such amounts to the Service Provider upon receipt of a valid and undisputed Tax Invoice together with the supporting documentation, as specified in the Schedule of Requirements appended hereto, once the valid and undisputed Tax Invoices or such portions of the Tax Invoices which are valid and undisputed become due and payable to the Service Provider for the delivery of the Services ordered, in terms of clause 16.5 below.

16.3 Transnet may, pending an investigation, withhold any payments to the Service Provider, in the case where irregular expenditure has been identified in the particular contract and that there is reasonable suspicion that the Service Provider is involved or was aware that the contract transgressed any legislation.

16.4 All Prices set out in this Agreement and the Schedule of Requirements hereto are to be indicated inclusive and exclusive of VAT, which will be payable at the applicable rate in ZAR.

16.5 Unless otherwise provided for in the Schedule of Requirements appended to this Agreement, Tax Invoices shall be submitted together with a month-end statement. Payment against such month-

end statement shall be made by Transnet within 30 [thirty] calendar days after date of receipt by Transnet of the Service Provider's statement together with the relevant valid and undisputed Tax Invoice(s) and supporting documentation.

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

17 PRICE ADJUSTMENTS

- 17.1 Prices for Services provided shall be fixed and firm for the contract duration.

18 WARRANTIES APPLICABLE TO SERVICES

- 18.1 The Service Provider warrants to Transnet that:
- a) it has full capacity and authority to enter into and to perform this Agreement and that this Agreement is executed by a duly authorised representatives of the Service Provider;
 - b) it will discharge its obligations under this Agreement and any annexure, appendix or schedule hereto with all due skill, care and diligence;
 - c) it will be solely responsible for the payment of remuneration and associated benefits, if any, of its Personnel and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;
 - d) it will procure licences for Transnet in respect of all Third Party Material detailed in the Work Order(s), and will procure the right for Transnet to take such copies [in whole or in part] of such Third Party Materials as it may reasonably require for the purposes of back-up for archiving and disaster recovery; and
 - e) the use or possession by Transnet of any Materials will not subject Transnet to any claim for infringement of any Intellectual Property Rights of any third party.
- 18.2 The Service Provider warrants that it will perform its obligations under this Agreement in accordance with the Service Levels as defined in the relevant schedule. Transnet may at its discretion audit compliance with the Service Levels, provided that any such audit is carried out with reasonable prior notice and in a reasonable way so as not to have an adverse effect on the performance of the Services. Without prejudice to clause 18.3 below, in the event that the Service Provider fails to meet the Service Levels, Transnet may claim appropriate service credits or invoke a retention of Fees as detailed in the relevant schedule and/or Work Order.

- 18.3 The Service Provider warrants that for a period of 90 [ninety] calendar days from Acceptance of the Deliverables they will, if properly used, conform in all material respects with the requirements set out in the relevant schedule. The Service Provider will at its expense remedy any such non-conformance as soon as possible but in any event within 30 [thirty] calendar days of notification by Transnet. In the event that the Service Provider fails or is unable to remedy such non-conformance within such time-scale, Transnet will be entitled to employ a third party to do so in place of the Service Provider and any excess charges or costs incurred by Transnet as a result shall be paid by the Service Provider.
- 18.4 The Service Provider will remedy any defect within 30 [thirty] calendar days of being notified of that defect by Transnet in writing.
- 18.5 The Service Provider will not be liable to remedy any problem arising from or caused by any modification made by Transnet to the Deliverables, or any part thereof, without the prior approval of the Service Provider.
- 18.6 The Service Provider shall advise Transnet of the effects of any steps proposed by Transnet pursuant to clause 18.5 above, including but not limited to any cost implications or any disruption or delay in the performance of the Services. The Parties agree that any changes to the Services, including the charges for the Services or any timetables for delivery of the Services, will be agreed in accordance with the change control procedure, as set out in clause 36 [*Amendment and Change Control*].
- 18.7 The Service Provider warrants that:
- a) it has, using the most up-to-date software available, tested for [and deleted] all commonly known viruses in the Materials and for all viruses known by the Service Provider at the date of the relevant Work Order; and
 - b) at the time of delivery to Transnet, the Materials do not contain any trojan horse, worm, logic bomb, time bomb, back door, trap door, keys or other harmful components.
- The Service Provider agrees that, in the event that a virus is found, it will at its own expense use its best endeavours to assist Transnet in reducing the effect of the virus and, particularly in the event that a virus causes loss of operational efficiency or loss of data, to assist Transnet to the same extent to mitigate such losses and to restore Transnet to its original operating efficiency.
- 18.8 The Service Provider undertakes to comply with South Africa's general privacy protection in terms of Section 14 of the Bill of Rights in connection with this Agreement and shall procure that its Personnel shall observe the provisions of Section 14 [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 18.9 The Service Provider warrants that it has taken all reasonable precautions to ensure that, in the event of a disaster, the impact of such disaster on the ability of the Service Provider to comply with its obligations under this Agreement will be reduced to the greatest extent possible, and that the Service Provider shall ensure that it has appropriate, tested and documented recovery arrangements in place.
- 18.10 In compliance with the National Railway Safety Regulator Act, 16 of 2002, the Service Provider shall ensure that the Services, to be supplied to Transnet under the terms and conditions of this Agreement, comply fully with the specifications as set forth in Schedule 1 hereto, and shall thereby

adhere [as applicable] to railway safety requirements and/or regulations. Permission for the engagement of a Subcontractor by the Service Provider [as applicable] shall be subject to a review of the capability of the proposed Subcontractor to comply with the specified railway safety requirements and/or regulations. The Service Provider and/or its Subcontractor shall grant Transnet access, during the term of this Agreement, to review any safety-related activities, including the coordination of such activities across all parts of its organisation.

19 THIRD PARTY INDEMNITY

The Service Provider hereby indemnifies and shall hold Transnet harmless against any direct damages suffered by or claims arising against Transnet in respect of clause **Error! Reference source not found.** above.

20 TOTAL OR PARTIAL FAILURE TO PERFORM

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

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

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

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

20.3 Whenever, in any case not covered by clause 20.1 above, the Service Provider fails or neglects to execute the work or to deliver any portion of the Services as required by the terms of this Agreement or Purchase Order, or if any Services are rejected on any of the grounds, Transnet may cancel this Agreement or Purchase Order in so far as it relates to the unexecuted work or the undelivered or rejected portion of the Services, and in such event, the supply of the remaining portion shall remain subject in all respects to these conditions.

21 NON-CONFORMANCE OF SERVICES PROCURED

21.1 In the case of services manufactured for and procured by Transnet from the 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 Service Provider whose Services do not conform to Transnet standards, specifications and requirements directing the Service Provider to investigate and remedy the non-conformance within the stipulated time frame as may be determined by Transnet at its discretion.

21.2 Failure by the Service Provider to fully comply with NCR within the period stated in sub-clause 21.1 above, shall entitle Transnet to further conditions to which the Service Provider must discharge in order to close the NCR or to terminate the order without giving the Service Provider written notice of termination in terms of this Agreement.

22 RIGHTS ON CANCELLATION

- 22.1 If this Agreement or Purchase Order is cancelled in whole or in part in terms of clause 20 [Total or Partial Failure to Perform], Transnet may execute or complete this Agreement with any other entity and do so on such terms as it may deem proper, or may procure other comparable Services in substitution for those neglected to be manufactured or supplied or rejected as aforesaid, and may recover from the Service Provider the difference between the cost of such Services and the Price [if the latter was lower] as well as any costs and expenses [including any additional transport costs] which Transnet may have had to incur in consequence of the Service Provider's default.
- 22.2 Any amount which may be recoverable from the Service Provider in terms of clause 22.1 above, without prejudice to any other legal remedies available to Transnet, may be deducted in whole or in part from any monies in the hands of Transnet and due for payment to the Service Provider.

23 BREACH AND TERMINATION

- 23.1 Termination in accordance with clause 6 [Term and Cancellation] shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party and all provisions which are to survive this Agreement or impliedly do so shall remain in force and in effect.
- 23.2 On termination of this Agreement or a Work Order, the Service Provider will immediately deliver up, and procure that its Personnel will immediately deliver up to Transnet, all Deliverables and property belonging to Transnet [or, in the event of termination of a Work Order, such as is relevant to that Work Order] which may be in the possession of, or under the control of the Service Provider, and certify to Transnet in writing that this has been done.
- 23.3 To the extent that any of the Deliverables and property referred to in clause 23.2 above are in electronic form and contained on non-detachable storage devices, the Service Provider will provide Transnet with unencrypted copies of the same on magnetic media and will irretrievably destroy and delete copies so held.
- 23.4 In the event that this Agreement is terminated by the Service Provider under clause 6 [Term and Cancellation], or in the event that a Work Order is terminated by Transnet under clause 23 [Breach and Consequences of Termination], Transnet will pay to the Service Provider all outstanding Fees [apportioned on a pro rata basis] relating to the work undertaken by the Service Provider up until the date of such termination. Transnet will also pay the costs of any goods and materials ordered by the Service Provider in relation to the such work for which the Service Provider has paid or is legally obliged to pay, in which case, on delivery of such goods or materials, the Service Provider will promptly deliver such goods and materials to Transnet or as it may direct.

- 23.5 If either Party [**the Defaulting Party**] commits a material breach of this Agreement and fails to remedy such breach within 30 [thirty] calendar days of written notice thereof, the other Party [hereinafter **the Aggrieved Party**], shall be entitled, in addition to any other rights and remedies that it may have in terms of this Agreement, to terminate this Agreement forthwith without any liability and without prejudice to any claims which the Aggrieved Party may have for damages against the Defaulting Party.
- 23.6 Either Party may terminate this Agreement forthwith by notice in writing to the other Party when the other Party is unable to pay its debts as they fall due or commits any act or omission which would be an act of insolvency in terms of the Insolvency Act, 24 of 1936 [as amended from time to time], or if any action, application or proceeding is made with regard to it for:
- a) a voluntary arrangement or composition or reconstruction of its debts;
 - b) its winding-up or dissolution;
 - c) the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer;
 - d) any similar action, application or proceeding in any jurisdiction to which it is subject.
- 23.7 Transnet may terminate this Agreement at any time within 2 [two] months of becoming aware of a change of control of the Service Provider by notice in writing to the Service Provider. For the purposes of this clause, **control** means the right to direct the affairs of a company whether by ownership of shares, membership of the board of directors, agreement or otherwise.
- 23.8 Notwithstanding this clause 23, Transnet may cancel this Agreement without cause by giving 30 [thirty] calendar days prior written notice thereof to the Service Provider, or
- 23.9 The provisions of clauses 2 [Definitions], 18 [Warranties], 22 [Rights on Cancellation], 27 [Confidentiality], 29 [Limitation of Liability], 30 [Intellectual Property Rights], 33 [Dispute Resolution] and 37.1 [Governing Law] shall survive termination or expiry of this Agreement.

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

- 24.1 The 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 services rendered by a Service Provider to an FSP or State Institutions;
 - b) The written request for cession must be by the Service Provider and not a third party; and
 - c) The written request by the Service Provider must be accompanied by the cession agreement.
- 24.2 The 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.

25 FORCE MAJEURE

- 25.1 Neither Party shall have any claim against the other Party arising from any failure or delay in the performance of any obligation of either Party under this Agreement caused by an act of force majeure such as acts of God, fire, flood, war, lockout, government action, laws or regulations, terrorism or civil disturbance, defaults or other circumstances or factors beyond the reasonable control of either Party, and to the extent that the performance of obligations of either Party hereunder is delayed by virtue of the foregoing, any period stipulated for any such performance shall be reasonably extended. Transnet may however rely on strikes, industrial dispute and riots as a ground of force majeure.
- 25.2 Each Party will take all reasonable steps by whatever lawful means that are available to resume full performance as soon as practicable and will seek agreement to modification of the relevant provisions of this Agreement in order to accommodate the new circumstances caused by the act of *force majeure*. If a Party fails to agree with such modifications proposed by the other Party within 90 [ninety] calendar days of the act of *force majeure* first occurring, either Party may thereafter terminate this Agreement with immediate notice.

26 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 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 authorized 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.
- 26.1 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.
- 26.2 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.
- 26.3 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.
- 26.4 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.
- 26.5 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.

26.6 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.

27 CONFIDENTIALITY

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

- a) not to divulge or disclose to any person whomsoever in any form or manner whatsoever, either directly or indirectly, any Confidential Information of the other without the prior written consent of such other Party, other than when called upon to do so in accordance with a statute, or by a court having jurisdiction, or by any other duly authorised and empowered authority or official, in which event the Party concerned shall do what is reasonably possible to inform the other of such a demand and each shall assist the other in seeking appropriate relief or the instituting of a defensive action to protect the Confidential Information concerned;
- b) not to use, exploit, permit the use of, directly or indirectly, or in any other manner whatsoever apply the Confidential Information disclosed to it as a result of this Agreement, for any purpose whatsoever other than for the purpose for which it is disclosed or otherwise than in strict compliance with the provisions in this Agreement;
- c) not to make any notes, sketches, drawings, photographs or copies of any kind of any part of the disclosed Confidential Information without the prior written consent of such other Party, except when reasonably necessary for the purpose of this Agreement, in which case such copies shall be regarded as Confidential Information;
- d) not to de-compile, disassemble or reverse engineer any composition, compilation, concept application, item, component de-compilation, including software or hardware disclosed and

shall not analyse any sample provided by Transnet, or otherwise determine the composition or structure or cause to permit these tasks to be carried out except in the performance of its obligations pursuant to this Agreement;

- e) not to exercise less care to safeguard Transnet Confidential Information than the Party exercises in safeguarding its own competitive, sensitive or Confidential Information;
- f) Confidential Information disclosed by either Party to the other or by either Party to any other party used by such party in the performance of this Agreement, shall be dealt with as "restricted" or shall be dealt with according to any other appropriate level of confidentiality relevant to the nature of the information concerned, agreed between the Parties concerned and stipulated in writing for such information in such cases;
- g) the Parties shall not make or permit to be made by any other person subject to their control, any public statements or issue press releases or disclose Confidential Information with regard to any matter related to this Agreement, unless written authorisation to do so has first been obtained from the Party first disclosing such information;
- h) each Party shall be entitled to disclose such aspects of Confidential Information as may be relevant to one or more technically qualified employees or consultants of the Party who are required in the course of their duties to receive the Confidential Information for the Permitted Purpose provided that the employee or consultant concerned has a legitimate interest therein, and then only to the extent necessary for the Permitted Purpose, and is informed by the Party of the confidential nature of the Confidential Information and the obligations of the confidentiality to which such disclosure is subject and the Party shall ensure such employees or consultants honour such obligations;
- i) each Party shall notify the other Party of the name of each person or entity to whom any Confidential Information has been disclosed as soon as practicable after such disclosure;
- j) each Party shall ensure that any person or entity to which it discloses Confidential Information shall observe and perform all of the covenants the Party has accepted in this Agreement as if such person or entity has signed this Agreement. The Party disclosing the Confidential Information shall be responsible for any breach of the provisions of this Agreement by such person or entity; and
- k) each Party may by written notice to the other Party specify which of the Party's employees, officers or agents are required to sign a non-disclosure undertaking.

27.2 The duties and obligations with regard to Confidential Information in this clause 27 shall not apply where:

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

d) is independently developed by a Party as proven by its written records.

27.3 This clause 27 shall survive termination for any reason of this Agreement and shall remain in force and effect from the Commencement Date of this Agreement and 5 [five] years after the termination of this Agreement. Upon termination of this Agreement, all documentation furnished to the Service Provider by Transnet pursuant to this Agreement shall be returned to Transnet including, without limitation, all corporate identity equipment including dyes, blocks, labels, advertising matter, printing matter and the like.

28 INSURANCES

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

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

28.3 Subject to clause 28.4 below, if the Service Provider fails to effect adequate insurance under this clause 28, it shall notify Transnet in writing as soon as it becomes aware of the reduction or inadequate cover and Transnet may arrange or purchase such insurance on behalf of the Service Provider. The Service Provider shall promptly reimburse Transnet for any premiums paid provided such insurance protects the Service Provider's liability. Transnet assumes no responsibility for such insurance being adequate to protect all of the Service Provider's liability.

28.4 In the event that the Service Provider receives written notice from its insurers advising of the termination of its insurance cover referred to in clause 28.1 above or if the insurance ceases to be available upon commercially reasonable terms, the Service Provider shall immediately notify Transnet in writing of such termination and/or unavailability, whereafter either the Service Provider or Transnet may terminate this Agreement on giving the other Party not less than 30 [thirty] calendar days prior written notice to that effect.

29 LIMITATION OF LIABILITY

- 29.1 The Service Provider's liability under this clause 29 shall be in addition to any warranty or condition of any kind, express or implied by law or otherwise, relating to the Services or ancillary Services, including the quality of the Services or ancillary Services or any materials delivered pursuant to this Agreement.
- 29.2 Neither Party excludes or limits liability to the other Party for:
- a) death or personal injury caused by its negligence, [including its employees', agents' or Subcontractors' negligence]; or
 - b) fraud or theft.
- 29.3 The Service Provider shall indemnify and keep Transnet indemnified from and against liability for damage to any Transnet property [whether tangible or intangible] or any other loss, costs or damage suffered by Transnet to the extent that it results from any act of or omission by the Service Provider or its Personnel in connection with this Agreement. The Service Provider's liability arising out of this clause 29.3 shall be limited to direct damages.
- 29.4 Subject always to clauses 29.1 and 29.2 above, the liability of either the Service Provider or Transnet under or in connection with this Agreement, whether for negligence, misrepresentation, breach of contract or otherwise, for direct loss or damage arising out of each Default or series of related Defaults shall not exceed 100% [one hundred per cent] of the Fees paid under the schedule or Work Order to which the Default(s) relates.
- 29.5 Subject to clauses 29.1 to 29.4 above, in no event shall either Party be liable to the other for indirect or consequential loss or damage or including indirect or consequential loss of profits, business, revenue, goodwill or anticipated savings of an indirect nature or loss or damage incurred by the other Party as a result of third party claims.
- 29.6 If for any reason the exclusion of liability in clause 29.5 above is void or unenforceable, either Party's total liability for all loss or damage under this Agreement shall be as provided in clause 29.3 above.
- 29.7 Nothing in this clause 29 shall be taken as limiting the liability of the Parties in respect of clauses 27 [*Confidentiality*] and 30 [*Intellectual Property Rights*].

30 INTELLECTUAL PROPERTY RIGHTS

30.1 Title to Confidential Information

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

30.2 Title to Intellectual Property

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

documents and do all things as may be necessary to effect, record and perfect the assignment of the Foreground Intellectual Property to Transnet.

- e) Subject to anything contrary contained in this Agreement and/or the prior written consent of Transnet [which consent shall not be unreasonably withheld], the Service Provider shall under no circumstances be entitled as of right, or to claim the right, to use Transnet's Background Intellectual Property and/or Foreground Intellectual Property.

30.3 Title to Improvements

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

30.4 Unauthorised Use of Confidential Information

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

30.5 Unauthorised Use of Intellectual Property

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

31 NON-WAIVER

- 31.1 Failure or neglect by either Party, at any time, to enforce any of the provisions of this Agreement, shall not in any manner be construed to be a waiver of any of that Party's rights in that regard and in terms of this Agreement.
- 31.2 Such failure or neglect shall not in any manner affect the continued, unaltered validity of this Agreement, or prejudice the right of that Party to institute subsequent action.

32 PARTIAL INVALIDITY

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

33 DISPUTE RESOLUTION

- 33.1 Should any dispute of whatsoever nature arise between the Parties concerning this Agreement, the Parties shall try to resolve the dispute by negotiation within 10 [ten] Business Days of such dispute arising.
- 33.2 If the dispute has not been resolved by such negotiation, either of the Parties may refer the dispute to AFSA and notify the other Party accordingly, which proceedings shall be held in Johannesburg.
- 33.3 Such dispute shall be finally resolved in accordance with the rules of AFSA by an arbitrator or arbitrators appointed by AFSA.
- 33.4 This clause constitutes an irrevocable consent by the Parties to any proceedings in terms hereof, and neither of the Parties shall be entitled to withdraw from the provisions of this clause or claim at any such proceedings that it is not bound by this clause 33.
- 33.5 This clause 33 is severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.
- 33.6 This clause 33 shall not preclude either Party from seeking urgent relief in a court of appropriate jurisdiction, where grounds for urgency exist.

34 ADDRESSES FOR NOTICES

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

a) **Transnet**

(i) For legal notices:

.....

.....

Attention: Legal Advisor

(ii) For commercial notices:

.....

.....

Attention:

b) **The Service Provider**

(i) For legal notices:

.....

.....

Attention:

(ii) For commercial notices:

.....

.....

Attention:

34.2 Any notice shall be addressed to a Party at its physical address or delivered by hand.

34.3 Any notice shall be deemed to have been given:

a) if hand delivered, on the day of delivery.

35 WHOLE AND ONLY AGREEMENT

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

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

36 AMENDMENT AND CHANGE CONTROL

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

formal approval of the Change Request will then trigger the issue of the addendum to this Agreement.

- 36.2 In the event the Parties cannot agree upon changes, the Parties shall in good faith seek to agree any proposed changes using the dispute resolution procedures in clause 33 [*Dispute Resolution*].

37 GENERAL

37.1 Governing Law

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

37.2 Change of Law

In this Agreement, unless the context otherwise requires, references to a statutory provision include references to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it, provided that in the event that the amendment, extension or re-enactment of any statutory provision or introduction of any new statutory provision has a material impact on the obligations of either Party, the Parties will negotiate in good faith to agree such amendments to this Agreement as may be appropriate in the circumstances. If, within a reasonable period of time, the Service Provider and Transnet cannot reach agreement on the nature of the changes required or on modification of Prices, delivery schedules, warranties, or other terms and conditions, either Party may seek to have the matter determined in accordance with clause 33 [*Dispute Resolution*] above.

37.3 Counterparts

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

38 DATABASE OF RESTRICTED SUPPLIER

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

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

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

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

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

SCHEDULE 1 – SCHEDULE OF REQUIREMENTS

DESCRIPTION	STANDARD TERMS AND CONDITIONS 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) YEARS.
SERVICE PROVIDER	.....
CONTRACT NUMBER	ICLM DB 980/TPT
DURATION	THREE (3) YEARS
COMMENCEMENT DATE	.....
EXPIRY DATE	.....

With reference to the Standard Terms and Conditions of Contract, Reference Number ICLM DB 980/TPT dated 2025, ("Contract") between Transnet SOC Ltd ("Transnet") and(the "Service Provider") pursuant to which you have agreed to perform certain services 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 the provision of Office, Building, Workshop Cleaning and Tea Services for a period of three (3) years. The details for the services to be provided are as stipulated in clause 2 below.

2. Scope of Services

2.1 Deliverables

The service provider shall: provide the Office, Building, Workshop Cleaning and Tea Services.

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

Transnet Contract Manager	.....
Designation	.....
Operating Division	Transnet Port Terminals
Address	Durban Container Terminal (Pier 2), Langeberg Road, Durban
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 over the three (3) year period.

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

SIGNED for and on behalf of

.....

Signature.....

Name.....

Position.....

Date.....

SIGNED for and on behalf of

Transnet SOC Ltd

Signature.....

Name.....

Position.....

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 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:

.....

Attention:

Physical Address:

.....

.....

.....

Postal Address:

.....

.....

.....

Transnet

Addressee:

Transnet SOC Ltd

Attention: Legal Advisor

Physical Address:

Transnet Port Terminals

Durban Container Terminal (Pier 2)

Pier 2

Durban, 4001

Postal Address:

Transnet Port Terminals

Durban Container Terminal (Pier 2)

Pier 2

Durban, 4001

Either party may, by a notice given in accordance with this Schedule 1, change its 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 Services 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:
.....



ANNEXURE E

TRANSNET'S GENERAL BID CONDITIONS AGREEMENT

GENERAL BID CONDITIONS

[June 2022]

TABLE OF CONTENTS

1	DEFINITIONS	3
2	GENERAL	3
3	SUBMITTING OF BID DOCUMENTS.....	3
4	USE OF BID FORMS	3
5	BID FEES	4
6	VALIDITY PERIOD	4
7	SITE VISITS / BRIEFING SESSIONS	4
8	CLARIFICATION BEFORE THE CLOSING DATE	4
9	COMMUNICATION AFTER THE CLOSING DATE	4
10	UNAUTHORISED COMMUNICATION ABOUT BIDS.....	4
11	RETURNABLE DOCUMENTS	4
12	DEFAULTS BY RESPONDENTS	5
13	CURRENCY	5
14	PRICES SUBJECT TO CONFIRMATION	5
15	ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES	5
16	EXCHANGE AND REMITTANCE.....	5
17	ACCEPTANCE OF BID.....	6
18	NOTICE TO UNSUCCESSFUL RESPONDENTS.....	6
19	TERMS AND CONDITIONS OF CONTRACT	6
20	CONTRACT DOCUMENTS	6
21	LAW GOVERNING CONTRACT	6
22	IDENTIFICATION	7
23	RESPONDENT'S SAMPLES	7
24	SECURITIES.....	7
25	PRICE AND DELIVERY BASIS FOR GOODS.....	8
26	EXPORT LICENCE.....	8
27	QUALITY OF MATERIAL	8
28	VALUE-ADDED TAX	8
29	IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT	8
30	CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS	9
31	PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS	10
32	BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS.....	10
33	DATABASE OF RESTRICTED SUPPLIERS.....	11
34	CONFLICT WITH ISSUED RFP DOCUMENT	11

1 DEFINITIONS

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

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

2 GENERAL

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

3 SUBMITTING OF BID DOCUMENTS

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

4 USE OF BID FORMS

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

5 BID FEES

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

6 VALIDITY PERIOD

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

7 SITE VISITS / BRIEFING SESSIONS

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

8 CLARIFICATION BEFORE THE CLOSING DATE

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

9 COMMUNICATION AFTER THE CLOSING DATE

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

10 UNAUTHORISED COMMUNICATION ABOUT BIDS

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

11 RETURNABLE DOCUMENTS

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

12 DEFAULTS BY RESPONDENTS

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

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

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

13 CURRENCY

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

14 PRICES SUBJECT TO CONFIRMATION

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

15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

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

16 EXCHANGE AND REMITTANCE

- 16.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Supplier, effect payment overseas directly to the foreign principal or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- 16.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 16.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the Exchange and Remittance section of the Bid Documents and also furnish full details of the principals or manufacturer to whom payment is to be made.
- 16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 16.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which the Goods were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties.

- 16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

17 ACCEPTANCE OF BID

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

18 NOTICE TO UNSUCCESSFUL RESPONDENTS

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

19 TERMS AND CONDITIONS OF CONTRACT

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

20 CONTRACT DOCUMENTS

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

21 LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall,

therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

22 IDENTIFICATION

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

23 RESPONDENT'S SAMPLES

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

24 SECURITIES

- 24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of a Deed of Suretyship [Deed of Suretyship] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 For the purpose of clause 24.1 above, Transnet will supply a Deed of Suretyship form to the successful Respondent for completion and no guarantee in any other form will be accepted. A copy of such form will be supplied to Respondents on request. For this purpose a Deed of Suretyship form will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 [thirty] calendar days from the date of the letter of acceptance. No payment will be made until the form, duly completed, is delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Supplier to cancel the contract with immediate effect.
- 24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Supplier in relation to the conditions of this clause 24 will be for the account of the Supplier.

25 PRICE AND DELIVERY BASIS FOR GOODS

- 25.1 Unless otherwise specified in the Bid Documents, the prices quoted for Goods must be on a Delivered Duty Paid [latest ICC Incoterms] price basis in accordance with the terms and at the delivery point or points specified in Transnet's Bid Documents. Bids for supply on any other basis of delivery are liable to disqualification. The lead time for delivery stated by the Respondent must be inclusive of all non-working days or holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Respondent.
- 25.2 Respondents must furnish their Bid prices in the Price Schedule of the Bid Documents on the following basis:
- a) Local Supplies - Prices for Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held in South Africa, to be quoted on a Delivered RSA named destination basis.
 - b) Imported Supplies - Prices for Goods to be imported from all sources to be quoted on a Delivered Duty Paid [latest ICC Incoterms] basis, to end destination in South Africa, unless otherwise specified in the Bid Price Schedule.

26 EXPORT LICENCE

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

27 QUALITY OF MATERIAL

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

28 VALUE-ADDED TAX

- 28.1 In respect of local supplies, i.e. Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held or already in transit to South Africa, the prices quoted by the Respondent are to be inclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.
- 28.2 In respect of foreign Services rendered:
- a) the invoicing by a South African supplier on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
 - b) the Supplier's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

29 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

- 29.1 Method of Payment
- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
 - b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.

- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 29.1 (a) above. Failure to comply with clause 29.1 (a) above may preclude a Bid from further consideration.

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

29.2 Conditional Discount

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

30 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

30.1 Contract Quantities

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

30.2 Delivery Period

a) Period Contracts and Fixed Quantity Requirements

It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.

b) Progress Reports

The Supplier may be required to submit periodical progress reports with regard to the delivery of the Goods

c) Emergency Demands as and when required

If, due to unforeseen circumstances, supplies of the Goods covered by the Bid are required at short notice for immediate delivery, the Supplier will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right

to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The *Total or Partial Failure to Perform the Scope of Supply* section in the Terms and Conditions of Contract will not be applicable in these circumstances.

31 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS

31.1 Copyright

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

31.2 Drawings and specifications

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

31.3 Respondent's drawings

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

31.4 Foreign specifications

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

32 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

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

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

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

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

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

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

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

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

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

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

33 DATABASE OF RESTRICTED SUPPLIERS

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

34 CONFLICT WITH ISSUED RFP DOCUMENT

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

TRANSNET



port terminals

ANNEXURE F

TRANSNET'S SUPPLIER INTEGRITY PACT

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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

3 OBLIGATIONS OF THE BIDDER / SUPPLIER

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

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

4 INDEPENDENT BIDDING

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

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

5 DISQUALIFICATION FROM BIDDING PROCESS

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

6 DATABASE OF RESTRICTED SUPPLIERS

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

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

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

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

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

9 CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

10 DISPUTE RESOLUTION

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

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

11 GENERAL

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

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

TRANSNET



port terminals

ANNEXURE G

NON-DISCLOSURE AGREEMENT

NON DISCLOSURE AGREEMENT

[April 2020]

THIS AGREEMENT is made between

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

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

and

the Company as indicated in the RFP bid response hereto

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid** or **Bid Document** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
 - 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
 - 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

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

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- 3.3.1 return all written Confidential Information [including all copies]; and
- 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.