



**TRANSNET LIMITED
(REGISTRATION NO. 1990/000900/06)**

REQUEST FOR PROPOSAL (RFP)

RFP NUMBER WR/BLE/51242

FOR THE PURCHASE AND REMOVAL OF USED OIL & CONTAMINATED DIESEL FROM VARIOUS SITES OF TRANSNET LIMITED (OPERATING AS TRANSNET PORT TERMINALS, TRANSNET FREIGHT RAIL, TRANSNET NATIONAL PORTS AUTHORITY AND TRANSNET RAIL ENGINEERING), AS AND WHERE AVAILABLE FOR A PERIOD OF TWO (2) YEARS

ISSUE DATE : 26th April 2011
CLOSING DATE : 10th May 2011
CLOSING TIME : 10h00

Please note that late responses and those delivered or posted to the wrong address will be disqualified.

Respondent's signature

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Date & Company Stamp



FOR THE PURCHASE AND REMOVAL OF USED OIL & CONTAMINATED DIESEL FROM VARIOUS SITES OF TRANSNET LIMITED (OPERATING AS TRANSNET PORT TERMINALS, TRANSNET FREIGHT RAIL, TRANSNET NATIONAL PORTS AUTHORITY AND TRANSNET RAIL ENGINEERING), AS AND WHERE AVAILABLE FOR A PERIOD OF TWO (2) YEARS

SCHEDULE OF RFP DOCUMENTS

| Section | RFP Documentation |
|----------------|--------------------------|
|----------------|--------------------------|

- | | |
|-----|--|
| 1. | Notice to Respondents |
| 2. | Proposal Form |
| 3. | Resolution of Board of Directors (Respondent's Representative) |
| 4. | Certificate of Acquaintance with RFP Documents |
| 5. | General Tender Conditions(CSS5-goods) |
| 6. | Standard Terms and Conditions of Conduct(US7 – Services) |
| 7. | Special Conditions |
| 8. | Pricing Schedules |
| 9. | Contractual Safety Clause |
| 10. | Supplier Code of Conduct |
| 11. | Non Disclosure Agreement |

Respondent's signature

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SECTION 1

RFP NUMBER WR/BLE/51242

FOR THE PURCHASE AND REMOVAL OF USED OIL & CONTAMINATED DIESEL FROM VARIOUS SITES OF TRANSNET LIMITED (OPERATING AS TRANSNET PORT TERMINALS, TRANSNET FREIGHT RAIL, TRANSNET NATIONAL PORTS AUTHORITY AND TRANSNET RAIL ENGINEERING), AS AND WHERE AVAILABLE FOR A PERIOD OF TWO (2) YEARS

NOTICE TO RESPONDENTS

1.1 REQUEST FOR PROPOSALS ("RFP")

Proposals are invited from interested Respondents for Transnet's above-mentioned requirement;

On and after **Tuesday, 26 April 2011** the RFP documents may be inspected at, and are obtainable from the office of Transnet Freight Rail, Reception, Tender Advice Centre, Inyanda House 1, Ground Floor, 21 Wellington Road, Parktown, Johannesburg during the office hours 08h00 to 15h00, and a non-refundable tender fee of R250.00 inclusive of VAT is applicable per tender. **Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805.** The deposit slip must reflect the RFP number and the Company Name. Receipt/s to be presented prior to collection of the tenders.

1.1.1 RFP documents will only be available until 15h00 on Monday 9th May 2011. RFP documents will not be issued after this date.

1.2 RESPONDENTS' QUERIES

Specific queries, to be submitted in writing only (per email or fax) **will be entertained until close of business on 9th May 2011** must be addressed to the under-mentioned Transnet employee:

Edward Smit
Email: Edward.smit@transnet.net
Fax: (012) 842-5572

In the interest of fairness and transparency, any pertinent information to be disclosed as a result of such a query will then be made available to the other Respondents who have collected RFP documents. For this Purpose all Respondents need to indicate their contact particulars, **including email addresses** upon collection of the RFP documents. **No formal briefing session will be held.**

Respondent's signature

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1.3 PREVIEW OF GOODS FOR SALE

Respondent's wishing to arrange an inspection of the USED OIL & CONTAMINATED DIESEL which are being sold by Transnet through this RFP process should make contact with the Transnet person indicated below in order to arrange a viewing. Please note that:

- 1.2.1 Respondents must make prior contact with the designated Transnet person in order to arrange a preview time. No person will be permitted to inspect the USED OIL & CONTAMINATED DIESEL without such arrangements being made in advance.
- 1.2.2 **Interested persons must contact the following persons for any other information**

| | |
|--------------------|-------------------------------------|
| Name | Pierre de Waal |
| Operating Division | TFR |
| Telephone Number | (031) 361-5438 |
| Name | Johan Erasmus |
| Operating Division | TFR |
| Telephone Number | (041) 994-2203 |
| Name | Edward Smit |
| Operating Division | TRE |
| Telephone Number | (012) 842 5057 / Cell: 083 390 9420 |
| Name | Ronnie Mathews |
| Operating Division | TFR |
| Telephone Number | (021) 449-2461 |

SUBMISSION OF RFP RESPONSES ("Proposals")

- 1.3.1 Final Proposals in duplicate must reach The Secretariat, Divisional Acquisition Council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

Respondent's signature

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Date & Company Stamp



RFP Number: WR/BLE/51242
Description: FOR THE PURCHASE AND REMOVAL OF USED OIL & CONTAMINATED DIESEL FROM VARIOUS SITES OF TRANSNET LIMITED (OPERATING AS TRANSNET PORT TERMINALS, TRANSNET FREIGHT RAIL, TRANSNET NATIONAL PORTS AUTHORITY AND TRANSNET RAIL ENGINEERING), AS AND WHERE AVAILABLE FOR A PERIOD OF TWO (2) YEARS
Closing date and time : 10th MAY 2011 at 10h00
Closing address : (Refer clause 1.4.2 below for options)

1.3.2 RFP delivery instructions:

- a) If delivered by hand, (to be deposited in the tender box in the foyer and addressed to:

THE SECRETARY
TRANSNET ACQUISITION COUNCIL
GROUND FLOOR
TENDER BOX
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG
2001

Delivery must take place before the closing date and time of the RFP.

The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents/files are not larger than the above dimensions. Responses which are too bulky (i.e. more than 100mm thick) must be split into two or more files, and placed in separate envelopes.

- b) If dispatched by courier, the envelope must be addressed and delivered as follows:

THE SECRETARY
TRANSNET ACQUISITION COUNCIL
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN
JOHANNESBURG

Respondent's signature

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- 1.3.3 Please note that this RFP closes punctually at 10:00 on Friday 11th February 2011.
- 1.3.4 If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."
- 1.3.5 NO E-MAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
- 1.3.6 Envelopes must not contain documents relating to any RFP other than that shown on the envelope.
- 1.3.7 No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.
- 1.3.8 All envelopes must reflect the return address of the Respondent on the reverse side.

1.4 OPENING OF RFP RESPONSES

- 1.4.1 All responses to this RFP will be opened as soon as practicable after the expiry of the time advertised for receiving them.
- 1.4.2 Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received. The names and location of the Respondents will, however, be divulged to other Respondents upon request.

5. BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("BBBEE")

TRANSNET fully endorses and supports the South African Government's Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all business enterprises have an equal obligation to redress the imbalances of the past. TRANSNET would therefore prefer to do business with business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including and not limited to enterprise development, subcontracting and Joint Ventures) as part of their tender response.

Transnet would accordingly allow a "preference" in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 (as amended) to companies who provide a BBBEE accreditation Certificate. All procurement and disposal transactions in excess of R30000 will be evaluated accordingly. All transactions below R 30,000 will as far as possible be earmarked for EME's.

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TRANSNET consequently urges Respondents (Large enterprises and QSE's – see below) to have themselves duly accredited by any one of the Accreditation Agencies **approved** by SANAS (South African National Accreditation System, under the auspices of the DTI).

In terms of Government Gazette No. 32467, Notice No. 810 dated 31 July 2009, as from 1 February 2010 only BBBEE certificates issued by Accredited Verification Agencies of Verification Agencies that are in possession of a valid pre-assessment letter from South African National Accreditation System will be valid.

However accreditation certificates issued by non-accredited verification agencies before 01 February 2010 and which are still within their one (1) year validity period will still be acceptable, until their expiry date provided that the accreditation was done in accordance with the latest codes (i.e. those promulgated on 9 February 2007).

BBBEE Accreditation Certificates issued after the published date i.e. 01 February 2010, by a Verification Agency not approved by SANAS, will NOT be acceptable as from 01 February 2010.

Enterprises will be rated by such Accreditation Agencies based on the following:

- (a) **Large Enterprises (i.e. annual turnover >R35 million):**
 - Rating level based on all 7 (seven) elements of the BBBEE scorecard
 - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (b) **Qualifying Small Enterprises – QSE (i.e. annual turnover >R5 million but <R35 million):**
 - Rating based on any 4 (four) of the elements of the BBBEE scorecard
 - Enterprises to provide BBBEE certificate and detailed scorecard (to be renewed annually)
- (c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5m are exempted from being rated or verified):**
 - Automatic BBBEE Level 4 rating, irrespective of race ownership, i.e. 100% BBBEE recognition
 - Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE rating, i.e. 110% BBBEE recognition
 - EME's should provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30% (to be renewed annually) from their Auditors / Accounting Officers

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In addition to the above, Respondents who wish to enter into a Joint Venture (JV) or subcontract portions of the contract to BBBEE companies must state in their Tenders / Proposals the percentage of the total contract value which would be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and/or sub-contractors, as well as a breakdown of the distribution of the aforementioned percentage allocation must also be furnished with the tender response to enable Transnet to evaluate / adjudicate on all tenders received on a fair basis.

Each Respondent is required to furnish proof of its BBBEE status (Certificate and Detailed Scorecard) and ensure that the documentation is valid at the date of Tender Submission as stipulated above to TRANSNET.

Failure to submit your BBBEE Certificate and Detailed Scorecard will result in a score of zero being allocated for BBBEE evaluation.

Turnover: Indicate your company's most recent annual turnover:

R.....

- If annual turnover <R5m, please attach auditors / accounting officers letter confirming annual turnover and percentage black ownership as well as Black Women ownership
- If annual turnover >R5m please attach BBBEE certificate and detailed scorecard from an accredited rating agency.

The DTI has created an online **B-BBEE Registry** (<http://www.dti.gov.za>) in order to provide a central and standardized source of the B-BBEE status of all entities, and to facilitate the flow of this information amongst entities by providing a Unique Profile Number (UPN) per each listing. Existing and prospective suppliers are therefore urged to list their B-BBEE status on the DTI Registry. Hence, entities verified by DTI, will receive the following benefits:

- Their BBBEE status will be verified and confirmed by the DTI, before listing on the Registry
- Listing on the Registry will provide suppliers the option to market themselves on the DTI B-BBEE Opportunities Network. This is a search engine that is designed to help businesses find B-BBEE compliant entities who match specific requirements in terms of the nature of services/goods provided, region, B-BBEE status or other search criteria.

Transnet supports this DTI initiative and will use the DTI Registry to verify prospective and existing suppliers' BBBEE credentials.

Kindly provide Transnet with your DTI B-BBEE UNIQUE PROFILE NUMBER with all tender submissions.

DTI BBBEE UNIQUE PROFILE NUMBER:

.....

Respondent's signature

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Failure to submit your BBBEE information in terms of the above-mentioned clauses will result in a score of zero being allocated for BBBEE evaluation.

• **SUPPLIER DEVELOPMENT (SD) / ENTERPRISE DEVELOPMENT (ED):**

Transnet's SD/ED Objective

- Transnet's short-term Supplier Development and Enterprise Development objective is to align their SD/ED initiatives with their B-BBEE Strategy in order to achieve the maximum score on the B-BBEE Scorecard.
- Transnet's long-term objective as defined by the Enterprise Development vision, is to leverage medium to large suppliers, as external agents, to influence downstream ED opportunities within the greater Transnet supply chain, focusing on Rolling stock, Port Equipment and Infrastructure etc.

Focus SD/ED Area's

- A focus will be on providing small businesses with opportunities and preferential trading terms.
- Empowering HDI's to create their own business resulting in quality job creation.
- Consider SD/ED strategy which should include financial and non financial assistance to downstream suppliers as well as skills development.

Respondents are requested to provide TFR with their Supplier Development (SD) / Enterprise Development strategy as well as providing details of job creation should they be successful with this tender. As part of the proposal, the respondent will need to include a high level SD/ED proposal which will be subject to evaluation as per the ED evaluation criteria. The successful respondent/tenderer must submit a more detailed SD/ED plan within 60 days of award of contract.

6. SOCIO-ECONOMIC OBLIGATIONS FOR FOREIGN RESPONDENTS

Foreign Respondents' socio-economic obligations under this procurement programme will fall under the associated Government initiative, namely, the Competitive Supplier Development Programme ("CSDP") as developed by the Department of Public Enterprises.

• **Competitive Supplier Development Programme (CSDP):**

Transnet's CSDP Objective

- Transnet's CSDP objective is to influence Multinational organisations toward initiatives that lead to the development of local downstream suppliers through large-scale SOE procurement in order to develop a competitive local supplier base focusing on Rolling

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stock and Infrastructure.

Focus CSDP Area's

- Applies to procurement event/s totaling greater than R70m (\$10m) with foreign companies
- Leveraging expanded maintenance and manufacturing initiatives.
- Skills development of scarce resources increasing the quality of jobs.
- Transfer of technology and innovation to local suppliers from foreign OEM's/companies
- Consider CSDP strategy which should include localization, sustainability and skills development as initiatives as a submission by tenderer.

CSDP Triggers:

CSDP transactions are triggered when:

- There is a single contract of which the total value is equal to or exceeds USD10 million (~R70 million)
- There is a contract with a renewable option clause, should the option be exercised, the total value of the opportunity is equal to or exceeds USD10 million (~R70 million)

Furthermore, there is a CSDP obligation if the total value of the contract is less than USD10 million (~R70 million) but one of the following apply:

- There is an opportunity to develop a local industry within Transnet's supply chain;
- When a limited local supply base exists and the potential to develop existing suppliers is evident;
- When there is a strong opportunity for IP and skills transfer to local suppliers and/or Transnet.

Respondents are requested to provide TFR with their CSDP strategy as well as providing details of job creation should they be successful with this tender. As part of the proposal, the respondent will need to include a high level CSDP proposal to include localization, sustainability and skills transfer which will be subject to evaluation as per the CSDP evaluation criteria. The successful respondent/tenderer must submit a more detailed CSDP plan within 60 days of award of contract.

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1.5 COMMUNICATION WITH TRANSNET

Respondents are warned that they will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employees of Transnet, in respect of an RFP, between the closing date and the date of the award of the business.

A Respondent may, however, direct any enquiries relating to this RFP to the Transnet employee as indicated in clause 1.3 (*Respondents' Queries*) above before the closing date of the RFP, and may also at any time after the closing date of the RFP communicate with the Secretariat Divisional Acquisition Council, at telephone number (031-308 8343) or fax number (0866 309 582) any matter relating to its RFP response.

1.6 RFP STATUS UPDATE

Respondents will be contacted as soon as practicable with a status update. At this time, short-listed Respondents may be asked to meet with Transnet representatives. Respondents are to provide a list of persons and the contact details of those who are mandated to negotiate on behalf of their company.

1.7 INSTRUCTIONS FOR COMPLETING THE RFP

- Sign and date one set of documents (including witnesses, where indicated) at the foot of each page. This set will serve as the legal and binding copy. The duplicate can be a photocopy of the original document.
- Both sets of documents to be submitted to the address specified in clause 1.4 above (*Submission of RFP Documents*).
- Returnable documents which must accompany all Proposals are detailed in Section 2.17 (*Returnable Documents*).

1.8 COMPLIANCE

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

1.9 ADDITIONAL NOTES:

- Changes requested by the Respondent to its submission will not be considered after the closing date.

Respondent's signature

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- The person or persons signing the Proposals must be legally authorized by the Respondent to do so. A list of the person(s) authorized to negotiate on your behalf must be submitted along with the Proposal. (Refer Section 3 – *Resolution of Board of Directors*)
- Transnet reserves the right to undertake post-tender negotiations with the preferred Respondent or any number of short-listed Respondents.
- Unless otherwise expressly stated, all Proposals furnished pursuant to this request shall be deemed to be offers. Any exceptions to this assumption must be clearly and specifically indicated. Transnet reserves the right to reject any or all offers.
- Transnet may at its sole and absolute discretion accept the offer contained in this RFP pursuant to which a Transnet contract shall come into existence.

**FAILURE TO OBSERVE ANY OF THE ABOVE-MENTIONED REQUIREMENTS
MAY RESULT IN A PROPOSAL BEING DISQUALIFIED.**

1.10 DISCLAIMERS

Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of any Proposal in response to it. In particular, please note that Transnet may:-

- Amend the scope of the RFP and request Respondents to re-bid on any changes.
- Disqualify any Proposal which does not conform to instructions and specifications which are issued herein.
- Disqualify Proposals submitted after the stated submission deadline.
- Reject all Proposals, if it so decides.
- Award a contract in connection with this Proposal at any time after the RFP's closing date.
- Split the award of the contract to more than one Contractor.
- Award only a portion of this RFP.
- Make no award of a contract.

Kindly note that Transnet will not reimburse any Respondent for any preparation costs or other work performed in connection with this Proposal, whether or not the Respondent is awarded a contract.

Respondent's signature

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Date & Company Stamp



1.11 POST-TENDER NEGOTIATIONS AND LEGAL REVIEW

Any Proposal submitted by a Respondent is subject to negotiation and review of the proposed contract by Transnet Procurement & legal counsel respectively.

NAME OF RESPONDENT: _____

PHYSICAL ADDRESS: _____

Details of Respondent's authorized contact person:

| | |
|---------------|--|
| Name | |
| Telephone | |
| Fax | |
| Cell Phone | |
| Email Address | |
| Website | |

Transnet insists on honesty and integrity beyond reproach at all times and will not tolerate any form of improper influencing, bribery, corruption, fraud, or any other unethical conduct on the part of bidders or Transnet employees. If, in the opinion of Transnet's Chief Operating Officer, a Respondent / contractor / supplier has or has caused to be promised, offered or given to any Transnet employee, any bribe, commission, gift, loan, advantage or other consideration, Transnet shall be entitled to revoke the tender / contract by following its internal policies that govern the exclusion process. In such an event Transnet will be entitled to place any Respondent / Contractor / Supplier who has contravened the provisions of Transnet's business ethics on its List of Excluded

Respondent's signature

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Tenderers. This List will also be distributed to all other State Owned Enterprises and Government Departments.

Transnet invites its valued suppliers / contractors or member of the public to report any allegations of fraud, corruption or other unethical activities to

Transnet Tip-offs Anonymous,

at any of the following addresses / contact numbers:

- ***Toll-free anonymous hotline*** - ***0800 003 056***
- ***Email*** - ***Transnet@tip-offs.com***
- ***Fax number*** - ***0800 007 788***
- ***Freepost DN 298, Umhlanga Rocks, 4320***

Confidentiality is guaranteed.

“PREVIEW COPY ONLY”

Respondent's signature

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SECTION 2

WR/BLE/51242

FOR THE PURCHASE AND REMOVAL OF USED OIL & CONTAMINATED DIESEL FROM VARIOUS SITES OF TRANSNET LIMITED (OPERATING AS TRANSNET PORT TERMINALS, TRANSNET FREIGHT RAIL, TRANSNET NATIONAL PORTS AUTHORITY AND TRANSNET RAIL ENGINEERING), AS AND WHERE AVAILABLE FOR A PERIOD OF TWO (2) YEARS

PROPOSAL FORM

I/We _____
(Name of company, close corporation or partnership)

_____ of (full address)

carrying on business under style or title of

represented by _____

in my capacity as _____

being duly authorized thereto by a Resolution of the Board of Directors/Members/Certificate of Partners, as the case may be, dated _____ a certified copy of which is annexed hereto, hereby offer to supply the above-mentioned services at the prices quoted in the schedule of prices in accordance with the terms set forth in the accompanying letter(s) reference _____ and dated _____ (if any) and the documents listed in the accompanying schedule of RFP documents.

Respondent's signature

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Date & Company Stamp



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

- (i) Transnet's Special Conditions for the Sale of USED OIL & CONTAMINATED DIESEL General Tender Conditions
- (ii) Any other provisions and conditions mentis and/or embodied in the RFP.

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

Should Transnet decide that a formal contract should be signed and so inform me/us in the facsimile or letter of acceptance, this RFP (and, if any, its covering letter and any subsequent exchange of correspondence) together with Transnet's letter of acceptance, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our bid, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the service, within 4 (four) weeks, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favorable Proposal.

I/We accept that any contract resulting from this offer will be for a period of **2 (TWO) YEARS** only; and agree to a penalty clause, which will be negotiated, which will allow Transnet to invoke a penalty (details to be negotiated) against us should the execution of the service be delayed due to non-performance by ourselves.

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

Respondent to indicate *domicillium citandi et executandi* (address for notices) below:

Respondent's signature

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2.1 NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract/s, the successful Respondent(s) (hereinafter referred to as "the **Contractor(s)**") will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of the name of the appointed Contractor(s) and the reason as to why their own Proposals were unsuccessful.

2.2 VALIDITY PERIOD

Transnet desires a validity period until the **10TH JUNE 2011** against this RFP. It should be noted that Respondents may offer an earlier validity period, but that their tenders may be disregarded for that reason. Should Respondents be unable to comply with this validity period, an alternative validity period must be stated hereunder:

2.3 VAT REGISTRATION NUMBER

The Respondent must state hereunder its VAT Registration Number:

2.4 TAX CLEARANCE CERTIFICATE

Respondents are required to forward a valid Tax Clearance Certificate of their company with their Proposal.

Indicate Tax Clearance Certificate expiry date _____

2.5 LEGISLATION TO BE COMPLIED WITH BY THE CONTRACTOR

For the services to be provided, the Contractor will observe and ensure compliance with all requirements and obligations as set out in the labour and related legislation of South Africa, including, the following:

- Occupational Health and Safety Act, 85 of 1993 ("OHSA");

Respondent's signature

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- Compensation for Occupational Injuries and Diseases Act No 130 of 1993 ("COIDA");
- Customs and Excise Act (Act 91 of 1964) and Regulations; and
- National Environmental Management Act, 107 of 1998
- National Environmental Management Waste Act, 59 of 2008
- National Environmental Management: Air Quality Act, 39 of 2004, if applicable to the activities of the contractor

ACCEPTED

| | |
|-----|--|
| YES | |
|-----|--|

| | |
|----|--|
| NO | |
|----|--|

2.6 CONFIDENTIALITY

All information related to Transnet's operations, both during and after completion of a contract, is to be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the service which is either directly or indirectly related to Transnet, prior written approval to divulge such information will have to be obtained from Transnet.

2.7 DISCLOSURE OF TENDER PRICES

Respondents must indicate here **whether Transnet may disclose** their tendered prices and Proposal conditions to other contenders

| | |
|-----|--|
| YES | |
|-----|--|

| | |
|----|--|
| NO | |
|----|--|

2.8 DECLARATION OF RELATIONSHIP WITH TRANSNET

Respondents must declare hereunder whether any family and/or direct relationship exist between any of the owners / members / directors / partners / shareholders (unlisted companies) of the tendering company and any employee or Board Member of Transnet Limited:

Respondent's signature

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Date & Company Stamp



| | |
|-----|--|
| YES | |
|-----|--|

| | |
|----|--|
| NO | |
|----|--|

If YES, please indicate details below:

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

ADDRESS

Indicate nature of relationship (if any):

(Failure to furnish all or incorrect information may lead to the disqualification of a response and may preclude a Respondent from future business with Transnet)

2.9 DAMAGE TO TRANSNET PROPERTY

The Contractor shall be liable to make good any damage which may be caused to Transnet's property by their servants or agents whilst upon Transnet premises, whether or not such damage is due to negligence on the part of such servants or agents. The Contractor shall and hereby does further indemnify Transnet Limited against liability for any loss of or damage to property whether belonging to them, their servants or agents or any third party or for the death of or injury to any person, which may be caused either directly or indirectly.

Respondent's signature

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2.10 INJURY INDEMNITY

Transnet will not be held responsible for any injuries incurred by the Contractor while rendering the service.

2.11 PRICE REVIEW

The Contractor/s will be obliged to submit to a quarterly price review. Transnet reserves the right to benchmark this price offering/s against the highest price(s) received as per any benchmarking exercise.

If the Respondent's prices are found to be lower than the benchmarked price(s), then the Respondent shall match or better such price(s) within 30 (thirty) days - failing which the contract may be terminated at Transnet's discretion or the particular items sold outside the contract.

2.12 SERVICE PROVIDER

Respondents must state hereunder the name and address of the Company / Contractor that will be rendering the said service.

NAME OF COMPANY

ADDRESS (PHYSICAL)

.....
.....
.....

2.13 COMMENCEMENT PERIOD

Respondents must state hereunder the period within which they can commence with the contract after notification of award of business.

.....Days/Weeks/Months

2.14 NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) / MEMBERS

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation or partnership on whose behalf the tender is submitted.

Respondent's signature

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Date & Company Stamp



(i) Registration number of company/cc

(ii) Registered name of company/cc

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

| | | |
|-------|-------|-------|
| | | |
| | | |
| | | |
| | | |

2.15 REGISTRATION CERTIFICATE

Respondents must submit a certified copy of their company's Registration Certificate with their Proposal.

2.16 BREACH

Transnet reserves the right to terminate the Contractor's contract by giving 30 (thirty) days notice should the Contractor fail to perform in terms of its contract.

2.17 RETURNABLE DOCUMENTS

Respondents are required to sign (where indicated) and submit the following returnable documents with their responses (see tick): Failure to do so will result in disqualification of a Proposal:

| | |
|---|---|
| Notice to Respondents – Section 1 | ✓ |
| Proposal Form – Section 2 | ✓ |
| Resolution of Board of Directors (Respondent's Representative) - Section 3 | ✓ |
| Certificate of Acquaintance with RFP Documents – Section 4 | ✓ |

Respondent's signature

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| | |
|--|---|
| General Tender Conditions (Form CSS5 – June 2008) – Section 5 | ✓ |
| Special Conditions – Section 6 | ✓ |
| Pricing Schedule – Section 7 | ✓ |
| Company or Close Corporation Registration Certificate | ✓ |
| Valid Tax Clearance Certificate | ✓ |
| VAT Registration Certificate | ✓ |
| BBBEE Accreditation Certificate | ✓ |
| Audited Financials for Past Three Years | ✓ |

By signing the RFP documents, the Respondent is deemed to acknowledge that it has made itself thoroughly familiar with all the conditions governing this RFP, including those contained in any printed form stated to form part thereof and Transnet will recognize no claim for relief based on an allegation that the Respondent overlooked any such condition or failed to properly take it into account for the purpose of calculating tendered prices or otherwise.

IGNED at _____ this _____ day of _____ 2011.

WITNESS:

WITNESS'S ADDRESS:

1. _____

1. _____

2. _____

2. _____

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Respondent's signature

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SECTION 3

WR/BLE/51242

FOR THE PURCHASE AND REMOVAL OF USED OIL & CONTAMINATED DIESEL FROM VARIOUS SITES OF TRANSNET LIMITED (OPERATING AS TRANSNET PORT TERMINALS, TRANSNET FREIGHT RAIL, TRANSNET NATIONAL PORTS AUTHORITY AND TRANSNET RAIL ENGINEERING), AS AND WHERE AVAILABLE FOR A PERIOD OF TWO (2) YEARS

SIGNING POWERS : RESOLUTION OF BOARD OF DIRECTORS

Name of Company/ Close Corporation/ Partnership

It was resolved at a meeting of the Board of Directors / Members held on _____ that

FULL NAME(S)

CAPACITY

SIGNATURE

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

in his/her capacity as indicated above is/are hereby authorized to enter into, sign and execute and complete any documents relating to Proposals and/or contracts for the purchase and removal of Transnet's USED OIL & CONTAMINATED DIESEL from nominated Transnet depots.

FULL NAME _____

SIGNATURE / DESIGNATION

FULL NAME _____

SIGNATURE / DESIGNATION

Respondent's signature

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SECTION 4

WR/BLE/51242

FOR THE PURCHASE AND REMOVAL OF USED OIL & CONTAMINATED DIESEL FROM VARIOUS SITES OF TRANSNET LIMITED (OPERATING AS TRANSNET PORT TERMINALS, TRANSNET FREIGHT RAIL, TRANSNET NATIONAL PORTS AUTHORITY AND TRANSNET RAIL ENGINEERING), AS AND WHERE AVAILABLE FOR A PERIOD OF TWO (2) YEARS

CERTIFICATE OF ACQUAINTANCE WITH RFP DOCUMENTS

NAME OF COMPANY / ENTITY _____

I/We _____ do

hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFP and all conditions contained therein, as laid down by Transnet Limited, for the carrying out of the proposed purchases/service/works for which I/we submitted my/our response.

I/We furthermore agree that Transnet Limited shall recognize no claim from me/us for relief based on an allegation that I/we overlooked any RFP/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

SIGNED at _____ on this _____ day of _____ 2011.

WITNESSES:

1. _____

2. _____

WITNESSES' ADDRESSES:

1. _____

2. _____

Respondent's signature

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SECTION 5

WR/BLE/51242

FOR THE PURCHASE AND REMOVAL OF USED OIL & CONTAMINATED DIESEL FROM VARIOUS SITES OF TRANSNET LIMITED (OPERATING AS TRANSNET PORT TERMINALS, TRANSNET FREIGHT RAIL, TRANSNET NATIONAL PORTS AUTHORITY AND TRANSNET RAIL ENGINEERING), AS AND WHERE AVAILABLE FOR A PERIOD OF TWO (2) YEARS

GENERAL TENDER CONDITIONS – CSS5

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SECTION 6

WR/BLE/51242

FOR THE PURCHASE AND REMOVAL OF USED OIL & CONTAMINATED DIESEL FROM VARIOUS SITES OF TRANSNET LIMITED (OPERATING AS TRANSNET PORT TERMINALS, TRANSNET FREIGHT RAIL, TRANSNET NATIONAL PORTS AUTHORITY AND TRANSNET RAIL ENGINEERING), AS AND WHERE AVAILABLE FOR A PERIOD OF TWO (2) YEARS

STANDARD TERMS AND CONDITIONS OF CONTRACT (US7 – SERVICES)

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SECTION 7

WR/BLE/51242

FOR THE PURCHASE AND REMOVAL OF USED OIL & CONTAMINATED DIESEL FROM VARIOUS SITES OF TRANSNET LIMITED (OPERATING AS TRANSNET PORT TERMINALS, TRANSNET FREIGHT RAIL, TRANSNET NATIONAL PORTS AUTHORITY AND TRANSNET RAIL ENGINEERING), AS AND WHERE AVAILABLE FOR A PERIOD OF TWO (2) YEARS

SPECIAL CONDITIONS FOR THE SALE OF A USED OIL & CONTAMINATED DIESEL

In addition to the provisions set forth in this RFP, the Respondent's Proposal / Offer and Transnet's acceptance of any Offer from a Respondent will be subject to the Special Conditions as detailed below:

1. It is the Respondent's responsibility to ensure its response to the Request for Proposal ("RFP") is legible and that its intentions are clearly shown therein.
2. An Offer, once submitted, cannot be withdrawn and is irrevocable.
3. If an Offer is accepted after the close of the RFP or if a price is subsequently negotiated, it then becomes a legally binding contract to purchase as per these Special Conditions and to the provisions of this RFP.
4. It is the Respondent's responsibility to enquire as to whether or not its Offer has been successful.
5. Descriptions of goods offered for sale are based on descriptions given in the RFP documents and subject to a Respondent's own inspection and verification.
6. All goods are sold on an "as is where is" basis. No warranties or guarantees are offered or implied and the Respondent relies solely on its own inspection and enquiries.
7. All Respondents and prospective Respondents entering a Transnet location, its offices, warehouse or place of viewing do so at their own risk.

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8. It is the responsibility of the Respondent to ensure before submitting an Offer that the goods are suitable for the purpose for which they are intended. No allowance will be made for unsuitability after the Offer has been submitted.
9. The acceptable method of payment will be by direct deposit into Transnet's nominated bank account. Transnet must approve any other method of payment proposed before an Offer can be accepted.
10. The title to the goods shall remain vested with Transnet until the Buyer, at which time the title of and risk to the goods are transferred to the Buyer, has made payment.
11. If goods are not paid for by the deadline given for such payment, Transnet, without giving notice to the Buyer, may do all or any of the following -
 - a. charge a storage fee; and/or
 - b. declare the agreement void, contact another Respondent and inform them that their Offer has been successful and take legal action against the original Buyer for the difference; and/or
 - c. take legal action against the Buyer to enforce the contract.
12. Unresolved disputes shall be subject to arbitration under the then current rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause.
13. Purchases shall be governed by and interpreted in accordance with South African law and shall be subject to the jurisdiction of the South African courts to which the Buyer hereby irrevocably submits, but without prejudice to Transnet's right to take proceedings against the Buyer in other jurisdictions.
14. The tenderer against the required dumping legislation where applicable must dispose of reclaiming other waste material. Reclaiming/disposal and related costs must be included in the tendered prices.
15. Insurance against accidents and 3rd party loss will be for the successful tender's account where applicable.
16. The tenderer will be required to source his own workforce.
17. All transport companies, sub-contractors and agents of the successful tenderer must be approved at all times by Transnet prior to them being allowed to visit and or work on Transnet sites. All conditions, instructions, procedures applicable to the contractor will apply to all approved agents.

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18. Successful tenders where applicable will only be allowed to work sites according to Transnet working hours and days. Workers will not be accommodated on this site after these hours.
19. All equipment and staff used in the operations must comply with the regulations as stipulated by the industry. Verification in this regard is required.

The goods are sold, subject to all conditions mentis or referred to in these Special Conditions and in the RFP, and in the condition and to the extent such as they now lay voetstoots and absolutely as they stand. The Buyer acknowledges that it is fully acquainted with the USED OIL & CONTAMINATED DIESEL their nature, condition and locality, and with the conditions recorded in these Special Conditions and in the RFP in respect of the goods.

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SECTION 8

WR/BLE/51242

FOR THE PURCHASE AND REMOVAL OF USED OIL & CONTAMINATED DIESEL FROM VARIOUS SITES OF TRANSNET LIMITED (OPERATING AS TRANSNET PORT TERMINALS, TRANSNET FREIGHT RAIL, TRANSNET NATIONAL PORTS AUTHORITY AND TRANSNET RAIL ENGINEERING), AS AND WHERE AVAILABLE FOR A PERIOD OF TWO (2) YEARS

7.1 PRICE OFFER

| TRANSNET FREIGHT RAIL & TRANSNET RAIL ENGINEERING Sites | Price per Litre – USED OIL | Price per Litre – CONTAMINATED DIESEL |
|--|---------------------------------------|--|
| Uitenhage | | |
| Salt River | | |
| Saldanha | | |
| Durban | | |

| TRANSNET PORT TERMINALS Sites | Price per Litre – USED OIL | Price per Litre – CONTAMINATED DIESEL |
|--|---------------------------------------|--|
| Port of Richards Bay | | |
| Port of Durban | | |
| Port of Port Elizabeth | | |
| Port Of East London | | |
| Port of Ngqura | | |
| Port of Cape Town | | |
| Port Of Saldhana | | |

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| TRANSNET NATIONAL PORT AUTHORITY Sites | Price per Litre – USED OIL | Price per Litre – CONTAMINATED DIESEL |
|---|-------------------------------|---|
| Richards Bay | | |
| Cape Town | | |
| Saldhana | | |
| Mossel Bay | | |
| Port Elizabeth | | |
| Durban | | |
| East London | | |

Above prices are to be quoted in South African Rand (ZAR), and are to exclude Value-Added Tax (VAT)

7.2 VALUE-ADDED TAX

Respondents are to note that the Value-Added Tax rate ruling at the date of invoicing will be levied by Transnet and will be added to the invoiced price/s.

7.3 INVOICING AND PAYMENT TERMS

The successful tenderer will be required to pay by bank deposit or bank transfer only, for the full tendered price/s for the goods accepted, within 7 days after the date of invoice subject to Transnet's credit agreement and requirements.

7.4 SCOPE OF REQUIREMENTS

- (i) Purchase and collection of USED OIL & CONTAMINATED DIESEL from Transnet LTD.
- (ii) Decanting of Used oil and contaminated diesel as and when required

7.5 ADJUCICATION CRITERIA

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The evaluation criteria to be used in the adjudication process are as follows:

- Highest price per item based on Transnet benchmark.
- Regulatory Compliance
- BBBEE

Respondents should confirm their compliance with the above criteria in a covering letter, if necessary. Please ensure that your responses are aligned to these evaluation criteria and that supporting information is furnished where necessary and/or where you are requested to do so.

*Only when a technical capability is required to enable the Buyer to successfully execute the disposal / removal of the USED OIL & CONTAMINATED DIESEL from their nominated location, will this criterion be factored into the above-listed evaluation criteria.

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SECTION 9

WR/BLE/51242

FOR THE PURCHASE AND REMOVAL OF USED OIL & CONTAMINATED DIESEL FROM VARIOUS SITES OF TRANSNET LIMITED (OPERATING AS TRANSNET PORT TERMINALS, TRANSNET FREIGHT RAIL, TRANSNET NATIONAL PORTS AUTHORITY AND TRANSNET RAIL ENGINEERING), AS AND WHERE AVAILABLE FOR A PERIOD OF TWO (2) YEARS

TRANSNET LIMITED / CONTRACTORS / SUB-CONTRACTORS

CONTRACTUAL SAFETY CLAUSES, WHICH WILL FORM PART OF ANY RESULTING CONTRACT

The parties agree on the following arrangements according to section 37 (2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) to ensure compliance by the mandatory with provisions of the Act.

- 1) That the contractor is an "employer" in his own right as defined in section 1 of Act 85 of 1993 and that he must fulfill all his obligations as an employer in terms of the Act.
- 2) The contractor shall comply with the requirements of Act 85 of 1993 in its entirety.
- 3) Where special permits are required, such as electrical switching, hot work permits, etc. the contractor shall obtain them from a person designated by Transnet Limited for this purpose, and all requirements of the contractor must rigidly comply with the permit.
- 4) The contractor shall conduct a risk assessment of the work to be performed by a competent person prior to the commencement of work, to identify risks and hazards that persons may be exposed to, analyze and evaluate identified hazards.
- 5) The contractor shall have a documented Health and Safety Plan based on the risks and hazards identified before commencement of work.
- 6) The Health and Safety Plan shall include the following:
 - 6.1 The safety management structure to be instituted with all appointments in terms of the Act and Regulations
 - 6.2 The safe working methods and procedures to be implemented to ensure work are performed in compliance to the Act.
 - 6.3 The safety equipment, devices and clothing to be made available by the contractor to his employees.
 - 6.4 The site access control measures pertaining to health and safety to be implemented.
 - 6.5 Control measures for ensuring that the Health and Safety Plan is maintained and monitored for the duration of the contract.

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- 7) The contractor shall ensure that all work is performed under the close supervision of a person trained to understand the hazards associated with the work performed and who has authority to ensure that the necessary precautionary measures are implemented.
- 8) The contractor must appoint a Health and Safety Co-coordinator to liaise with Transnet Limited on matters pertaining to occupational health and safety.
- 9) The appointed Safety Co-coordinator must liaise at least once a week with the* Health and Safety Section / Risk Manager /Occupational Risk Manager of Transnet Limited.
- 10) The contractor shall furnish the* Health and Safety Section/ Risk Manager/ Occupational Risk Manager of Transnet Limited immediately with full particulars of any sub-contractor which he may involve in the contract in order that the sub-contractor himself can be made aware of all the clauses in this contract pertaining to health and safety.
- 11) The contractor shall stop any subcontractor from executing work which is not in accordance with the Health and Safety Plan or which poses a threat to health and safety of persons.
- 12) The contractor shall ensure that all his employees and visitors undergoes health and safety induction pertaining to the hazards prevalent, proof of such training must be kept on file.
- 13) In the event where the risk assessment reveals the risk relating to working from an elevated position the contractor shall cause the designation of a competent person, responsible for the preparation of a Fall Protection Plan.
- 14) The Fall Protection Plan shall include:
 - 14.1 A risk assessment of all work carried out from an elevated position
 - 14.2 Procedures and methods to address all the identified risks per location
 - 14.3 Evaluation of employee's physical and psychological fitness necessary to work at elevated position.
 - 14.4 The training of employees working from an elevated position.
 - 14.5 Procedure addressing the inspection, testing and maintenance of all fall protection equipment.
- 15) The contractor shall advise the * Health and Safety Section / Risk Manager/ Occupational Risk Manager of Transnet Limited of any hazardous situations which may arise from work being performed either by the contractor or his sub-contractor.
- 16) Copies of all appointments required by the act must be given to * Health and Safety Section / Risk Manager / Occupational Risk Manager of Transnet Limited.
- 17) The contractor shall ensure that a Health and Safety File is available which shall include all documentation as required by the Act, copy of his and his subcontractors Risk Assessment and Health and Safety Plan.
- 18) All incidents referred to in Section 24 of the Act involving the contractor and his subcontractor on Transnet Ltd premises, shall be reported as prescribed. Transnet Ltd hereby obtains an interest in the issue of any investigation, formal inquiry conducted in terms of Section 31 and 32 of the Act into any incident involving the contractor, his subcontractor, any person or machinery under his control on Transnet Ltd premises.

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- 19) No alcohol or any other intoxicating substance shall be allowed on Transnet Ltd premises. The contractor shall not allow any under or suspected to be under the influence of alcohol or any other intoxicating substance on Transnet Ltd premises.
- 20) A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner of the Compensation for Occupational Injuries and Disease Act 1993 (Act 130 of 1993) must be furnished.
- 21) All clauses in the contract pertaining health and safety form an integral part of the contract and if not complied with may be construed as breach of contract.
- *As applicable

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SECTION 10

WR/BLE/51242

FOR THE PURCHASE AND REMOVAL OF USED OIL & CONTAMINATED DIESEL FROM VARIOUS SITES OF TRANSNET LIMITED (OPERATING AS TRANSNET PORT TERMINALS, TRANSNET FREIGHT RAIL, TRANSNET NATIONAL PORTS AUTHORITY AND TRANSNET RAIL ENGINEERING), AS AND WHERE AVAILABLE FOR A PERIOD OF TWO (2) YEARS

SUPPLIER CODE OF CONDUCT

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iCLM HQ0627

PURCHASE AND REMOVAL OF USED OIL & CONTAMINATED DIESEL



SECTION 11

WR/BLE/51242

FOR THE PURCHASE AND REMOVAL OF USED OIL & CONTAMINATED DIESEL FROM VARIOUS SITES OF TRANSNET LIMITED (OPERATING AS TRANSNET PORT TERMINALS, TRANSNET FREIGHT RAIL, TRANSNET NATIONAL PORTS AUTHORITY AND TRANSNET RAIL ENGINEERING), AS AND WHERE AVAILABLE FOR A PERIOD OF TWO (2) YEARS

NON DISCLOSURE AGREEMENT

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PURCHASE AND REMOVAL OF USED OIL & CONTAMINATED DIESEL