



## **TRANSNET PORT TERMINALS**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

## **REQUEST FOR PROPOSAL [RFP] [GOODS]**

**THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY**

<b>RFP NUMBER</b>	<b>TPT/2022/08/0804/10650/RFP</b>
<b>ISSUE DATE:</b>	<b>09 February 2023</b>
<b>CLOSING DATE:</b>	<b>10 March 2023</b>
<b>CLOSING TIME:</b>	<b>10:00 am</b>
<b>BID VALIDITY PERIOD:</b>	<b>180 Business Days from Closing Date</b>

## SCHEDULE OF BID DOCUMENTS

Section No	Page
SECTION 1: SBD1 FORM.....	4
SECTION 2 : NOTICE TO BIDDERS .....	7
1 INVITATION TO BID.....	7
2 FORMAL BRIEFING.....	8
3 PROPOSAL SUBMISSION.....	8
4 RFP INSTRUCTIONS .....	8
5 JOINT VENTURES OR CONSORTIUMS .....	9
7 COMMUNICATION.....	9
8 CONFIDENTIALITY .....	9
9 COMPLIANCE .....	10
10 EMPLOYMENT EQUITY ACT .....	10
11 DISCLAIMERS .....	10
12 LEGAL REVIEW .....	11
13 SECURITY CLEARANCE .....	11
14 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE.....	11
15 TAX COMPLIANCE .....	11
SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS .....	13
SECTION 4: PRICING AND DELIVERY SCHEDULE.....	18
SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS.....	23
SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFP, MASTER AGREEMENT & APPLICABLE DOCUMENTS .....	29
SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM .....	30
SECTION 8: RFP CLARIFICATION REQUEST FORM .....	36
SECTION 9 : B-BBEE PREFERENCE POINTS CLAIM FORM .....	37
SECTION 10: PROTECTION OF PERSONAL INFORMATION .....	42

### RFP ANNEXURES:

- T2.2-1 Scope of work
- T2.2-2 Pricing schedule
- T2.2-3 Master agreement
- T2.2-4 Schedule of requirements
- T2.2-5 Non-Disclosure Agreement
- T2.2-6 RFP Declaration Form
- T2.2-7 Record of addenda
- T2.2-8 RFP – Breach of Law
- T2.2-9 Supplier code of conduct

- T2.2-10 Supplier integrity
- T2.2-11 Storage capacity
- T2.2-12 Life cycle costs
- T2.2-13 RFP declaration form
- T2.2-14 Compliance to Scope of work
- T2.2-15 OME certification
- T2.2-16 Business Range products
- T2.2-17 Single vendor product across entire
- T2.2-18 Proof of having provided similar service
- T2.2-19 Evaluation Schedule: Delivery lead time
- T2.2-20 Certificate of Acquaintance with tender documents
- T2.2-21 Three (3) years audited financial statements
- T2.2-22 Technical scorecard

## SECTION 1: SBD1 FORM

### PART A INVITATION TO BID

#### YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF Transnet Port Terminals, A DIVISION TRANSNET SOC LTD

BID NUMBER:	TPT/2022/08/0804/10650/RFP	ISSUE DATE:	09 February 2023	CLOSING DATE:	10 March 2023	CLOSING TIME:	10:00am
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DESCRIPTION	THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY
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#### BID RESPONSE DOCUMENTS SUBMISSION

**RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED** (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions):

<https://www.transnet.net>

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Thulile Ngcobo	CONTACT PERSON	N/A
TELEPHONE NUMBER	0662932197 /031 308 8347	TELEPHONE NUMBER	N/A
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	<a href="mailto:Thulile.Ngcobo@Transnet.net">Thulile.Ngcobo@Transnet.net</a>	E-MAIL ADDRESS	N/A

#### SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	<b>OR</b>	CENTRAL SUPPLIER DATABASE UNIQUE REGISTRATION REFERENCE NUMBER: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

Respondent's Signature

Date & Company Stamp



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**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]**

<p><b>1</b> ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes                      <input type="checkbox"/>No [IF YES ENCLOSE PROOF]</p>	<p><b>2</b> ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b></p>	<p><input type="checkbox"/>Yes                      <input type="checkbox"/>No [IF YES, ANSWER QUESTIONNAIRE BELOW ]</p>
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

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

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

Respondent's Signature

Date & Company Stamp



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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE: \_\_\_\_\_

## SECTION 2 : NOTICE TO BIDDERS

### 1 INVITATION TO BID

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

<b>DESCRIPTION</b>	The supply and delivery of one thousand six hundred and twenty (1 620) Laptops and one thousand two hundred and seventy (1 270) Desktops and one hundred and ninety-eight (198) All In One Computer for Transnet SOC Limited Operating as Transnet Port Terminals hereinafter referred to as ("TPT") for the Cape Town, Durban, Richards Bay (including Pendoring), Port Elizabeth (Lohathla), Ngqura, Saldahna and East London Terminals as a once off supply
<b>TENDER ADVERT</b>	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
<b>RFP DOWNLOADING</b>	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> <li>• Click on "Tender Opportunities";</li> <li>• Select "Advertised Tenders";</li> <li>• In the "Department" box, select Transnet SOC Ltd.</li> </ul> <p>Once the tender has been located in the list, click on the "Tender documents" tab and process to download all uploaded documents.</p> <p>The RFP may also be downloaded from the Transnet website at <a href="http://www.transnet.net">www.transnet.net</a> free of charge. To access the Transnet eTender portal, please click <a href="#">here</a> (refer to section 2, paragraph 3 below for detailed steps)</p>
<b>COMMUNICATION</b>	<p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
<b>BRIEFING SESSION</b>	No Briefing session to be held
<b>CLOSING DATE</b>	<p><b>10:00 am on Tuesday 10 March 2023</b></p> <p>Bidders must ensure that bids are uploaded timeously onto the system. As a general rule, if a bid is late, it will not be accepted for consideration.</p> <p><b><i>Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical</i></b></p>

	<b><i>challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.</i></b>
<b>VALIDITY PERIOD</b>	<p><b>180 Business Days from Closing Date</b></p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</p> <p>With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 11.12</p>

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

## 2 FORMAL BRIEFING

A formal briefing session will not be held but should Respondents have specific queries they should email these to the Transnet employee(s) indicated in paragraph 6 [*Communication*] below:

## 3 PROPOSAL SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

a) The Transnet e-Tender Submission Portal can be accessed as follows:

- Log on to the Transnet eTenders management platform website (<https://www.transnet.net>);
- Click on "TENDERS";
- Scroll towards the bottom right hand side of the page;
- On the blue window click on "register on our new eTender Portal";
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- No late submissions will be accepted. The bidder guide can be found on the Transnet Portal [transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net)

## 4 RFP INSTRUCTIONS

4.1 Please sign documents [sign, stamp and date the bottom of each page] before uploading them on the system. The person or persons signing the submission must be legally authorised by the respondent to do so.

4.2 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**

- 4.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 4.4 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 12 below (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

## 5 JOINT VENTURES OR CONSORTIUMS

Respondents who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card as per the B-BBEE preference point scoring.

## 6 COMMUNICATION

- 6.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to [Thulile Ngcobo] before **12:00 pm on 22 February 2023**, substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.
- 6.2 After the closing date of the RFP, a Respondent may only communicate with the name of delegated individual (BEC chairperson), at telephone number 031 3088144, email [Phumza.Lehlohla@Transnet.net](mailto:Phumza.Lehlohla@Transnet.net) on any matter relating to its RFP Proposal.
- 6.3 Respondents are to note that changes to its submission will not be considered after the closing date.
- 6.4 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- 6.5 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

## 7 CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should

the need however arise to divulge any information related to this RFP or the subsequent contract, written approval must be obtained from Transnet.

## 8 COMPLIANCE

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

## 9 EMPLOYMENT EQUITY ACT

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

## 10 DISCLAIMERS

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

- 10.1 modify the RFP's Goods/Services and request Respondents to re-bid on any such changes;
- 10.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 10.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 10.4 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 10.5 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- 10.6 split the award of the contract between more than one Supplier/Service provider, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 10.7 cancel the bid process;
- 10.8 validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- 10.9 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 10.10 not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- 10.11 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- 10.12 to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether

the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price, even after they have been issued with a Letter of Regret.

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

## 11 LEGAL REVIEW

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

## 12 SECURITY CLEARANCE

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

## 13 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

## 14 TAX COMPLIANCE

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

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

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

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



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

**TIP-OFFS ANONYMOUS:**



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



**AI Voice Bot "Jack"**

Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.

**What's App**

Speak to an Agent via What's App.

**Speak to an Agent**

Speak to an Agent via the platform with no call or data charge

**Telegram**

Speak to an Agent via Telegram



0800 003 056



086 551 4153



reportit@ethicshelpdesk.com



\*120\*0785980808#

## SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

### 1 BACKGROUND

Transnet Port Terminals (TPT) uses laptops and desktops for staff to execute their daily tasks across all terminals in South Africa.

It is essential that the computer infrastructure is constantly maintained and kept up to date in order to enable the 24/7 operations of the organization.

### 2 EXECUTIVE OVERVIEW

Whereas Transnet is seeking a partner(s) to provide solutions for the supply and delivery of laptops, desktops and all-in-one nationally, it also seeks to improve its current processes for providing these Goods/Services to its end user community throughout its locations.

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

Specifically, Transnet seeks to benefit from this partnership in the following ways:

- 2.1 Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Supplier/Service provider's economies of scale and streamlined service processes.
- 2.2 Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Supplier/Service provider(s).
- 2.3 Transnet must receive proactive improvements from the Supplier/Service provider with respect to supply/provision of Goods/Services and related processes.
- 2.4 Transnet's overall competitive advantage must be strengthened by the chosen Supplier/Service provider's leading edge technology and service delivery systems.
- 2.5 Transnet end users must be able to rely on the chosen Supplier/Service provider's personnel for service enquiries, recommendations and substitutions.
- 2.6 Transnet must reduce costs by streamlining its acquisition of Goods/Services, including managed service processes on a Group basis.



**3 SCOPE OF REQUIREMENTS**

The service provider must supply the following laptops and desktop equipment as T2.2-1 Scope of work and specifications

**4 GREEN ECONOMY / CARBON FOOTPRINT**

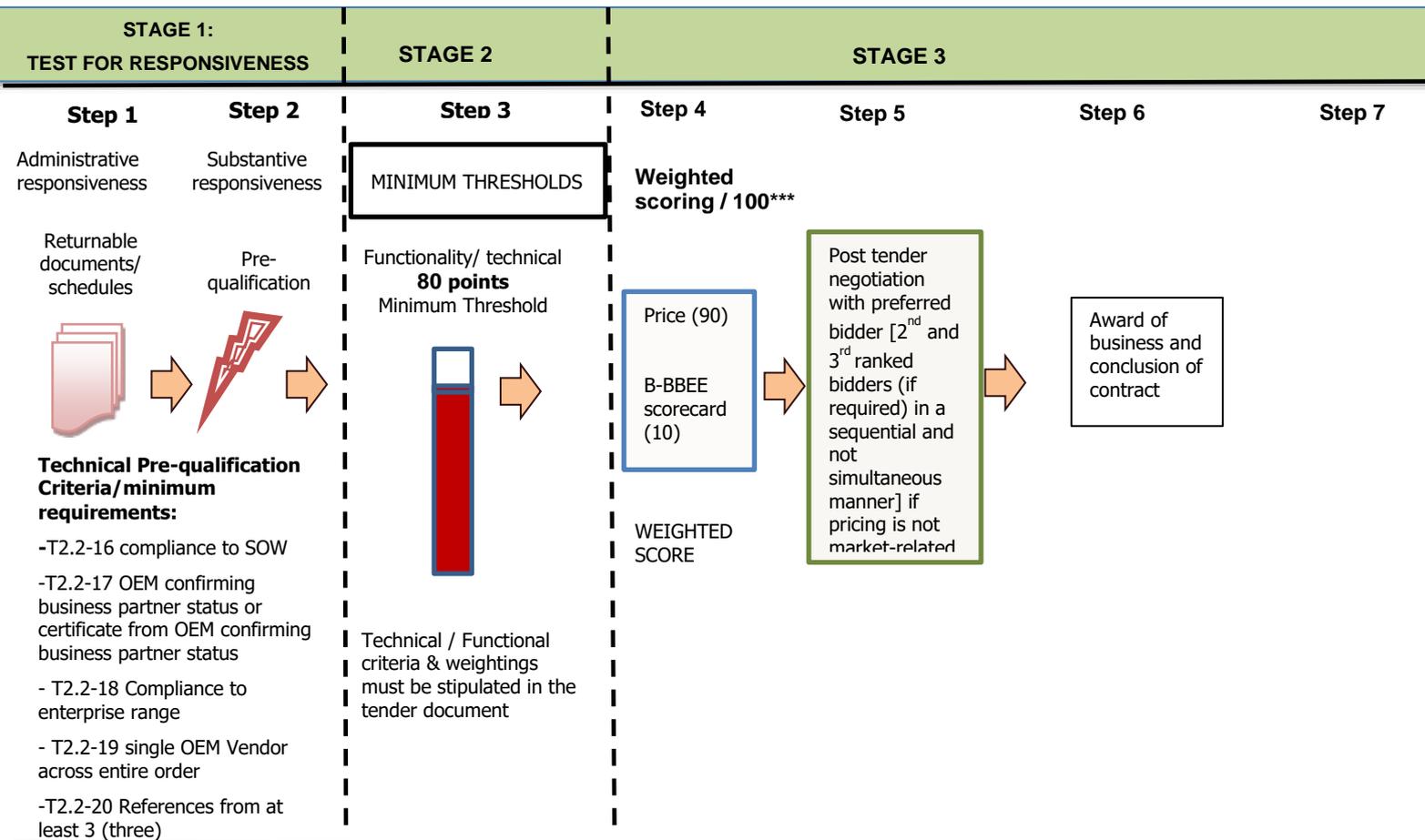
Transnet wishes to have an understanding of your company’s position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity’s policies in this regard.*

**5 GENERAL SUPPLIER/SERVICE PROVIDER OBLIGATIONS**

- 5.1 The Supplier shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 5.2 The Supplier must comply with the requirements stated in this RFP.

**6 EVALUATION METHODOLOGY**

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



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

#### 6.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

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

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

#### 6.2 STEP TWO: Test for Substantive Responsiveness to RFP

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

Check for substantive responsiveness	RFP Reference
<ul style="list-style-type: none"> <li>Whether any general and legislation qualification criteria set by Transnet, have been met</li> </ul>	<i>All sections including: Section 2 paragraphs, 2.2, 6, 11.2, General Bid Conditions clause 20</i>
<ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule</li> </ul>	<i>Section 4</i>
<ul style="list-style-type: none"> <li>Whether the Bid materially complies with the scope and/or specification given</li> </ul>	<i>All Sections</i>
<ul style="list-style-type: none"> <li>Whether any Technical pre-qualification/eligibility criteria set by Transnet have been met as follows: <ul style="list-style-type: none"> <li>- Confirmation letter on company letterhead confirming compliance to SOW</li> <li>- Confirmation letter from the OEM confirming business partner status or certificate from OEM confirming business partner status</li> <li>- Confirmation letter from the OEM confirming compliance of Enterprise range of laptops (to include model number)</li> <li>- Confirmation letter confirming TPT order number which will comprise of a single OEM Vendor across entire order</li> </ul> </li> </ul>	<i>Section 3 – Scope of Work</i> <i>T2.2-1</i> <i>T2.2-16</i> <i>T2.2-17</i>  <i>T2.2-18</i> <i>T2.2-19</i>  <i>T2.2-20</i>

- Letter of References from at least 3 (three) the companies that the bidder has supplied laptops and desktops to and reference company provided, to show proof thereof	
• Entity's three (3) years financial statements	T2.2-23

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

### 6.3 STEP THREE: Minimum Threshold 80 points for Technical Criteria

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

Criteria	Returnable Schedule	Weighting
0 points ; > 90 days lead time delivery from receipt of PO 70 points ; >60 and <=90 days lead time delivery from receipt of PO 80 points; >50 and <= 60 days lead time delivery from receipt of PO 100 points; > 45 and <=50 days, lead time delivery from receipt of PO	<b>T2.2 - 15</b>	100
		<b>100</b>

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

### 6.4 STEP FOUR: Evaluation and Final Weighted Scoring

a) **Price** [Weighted score 90 points]:

Evaluation Criteria	RFP Reference
• Commercial offer	<i>Section 4</i>
Pricing schedule	<i>T2.2-2</i>

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

$$PS = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

*Ps* = Score for the Bid under consideration  
*Pt* = Price of Bid under consideration  
*Pmin* = Price of lowest acceptable Bid

- b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 10 points]
- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
  - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

#### 6.5 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Threshold
Technical / functionality	80

Evaluation Criteria	Final Weighted Scores
Price	90
B-BBEE - Scorecard	10
<b>TOTAL SCORE:</b>	<b>100</b>

#### 6.6 STEP FIVE: Post Tender Negotiations (if applicable)

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

#### 6.7 STEP SIX: Award of business and conclusion of contract

- Immediately after approval to award the contract has been received, the successful bidder(s) will be informed of the acceptance of his/their Bid by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s).
- A final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.



**SECTION 4: PRICING AND DELIVERY SCHEDULE**

**Please refer to Annexure T2.2-2 for pricing schedule**

**Notes to Pricing:**

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

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFP.
- b) Prices must be quoted in South African Rand inclusive of VAT.
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- e) Quantities given are estimates only. Any orders resulting from this RFP will be on an "as and when required" basis.
- f) Prices are to be quoted on a delivered basis to Transnet Port Terminals premises
- g) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- h) Where a Respondent's price(s) includes imported goods/items, the rate of exchange to be used must be in South African Rands for purposes of determining whether the price is market related or not and must be the currency's rate published by the South African Reserve Bank on the date of the advertisement of the bid:  
 Currency rate of exchange utilised: \_\_\_\_\_
- i) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 2, clause 1]

YES	
-----	--

NB:

- a) The Employer requires at least annexure T2.2-2 to be priced. Each activity must be priced individually.
- b) The price reflected above must be fixed and firm. Failure to provide a fixed and firm price will declare the Supplier nonresponsive.
- c) It is Transnet's preference to enter a contract on a DDP (Incoterms 2010 at the applicable Port) basis.

It is the supplier's responsibility to ensure that they are familiar and can comply with all the applicable legislation relating to this tender such as the DDP Incoterms, Value Added Tax Act 89 of 1991 (VAT) and other applicable laws.

## 1. DISCLOSURE OF CONTRACT INFORMATION

### PRICES TENDERED

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

### JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS

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

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

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

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

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

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.

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

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

## 2. "AS AND WHEN REQUIRED" CONTRACTS

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

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

\_\_\_\_\_

### 3. RETURN OF SURPLUS GOODS

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

<b>YES</b>		<b>NO</b>	
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Respondents are required to indicate a reasonable timeframe during which Transnet may return any surplus goods: \_\_\_\_\_

### 4. EXCHANGE AND REMITTANCE

The attention of the Respondents is directed to clause 17 [*Exchange and Remittance*] of the General Bid Conditions. If Transnet is requested by the Respondent to effect payment overseas direct to the Respondent's principal or supplier, which is not a registered South African Company please complete the details below, using the rate of exchange published by the South African Reserve Bank 7 [seven] calendar days before the closing date of this RFP:

4.1 ZAR 1.00 [South African currency] being equal to \_\_\_\_\_ [*foreign currency*]

4.2 \_\_\_\_\_ % in relation to tendered price(s) to be remitted overseas by Transnet

4.3 \_\_\_\_\_ [Name of country to which payment is to be made]

4.4 Beneficiary details:

Name [Account holder] \_\_\_\_\_

Bank [Name and branch code] \_\_\_\_\_

Swift code \_\_\_\_\_

Country \_\_\_\_\_

4.5 \_\_\_\_\_ [Applicable base date of Exchange Rate used]

Respondents are advised that should a contract be awarded for deliveries on an "as and when required" basis, any future remittance(s) to overseas principals/service providers, as instructed above, will be based on an agreed rate of exchange related to the contractual price of the Goods/Services at that time.

Respondents should note that Transnet would prefer to receive fixed price offers expressed in South African Rand [ZAR].

### 5. SERVICE LEVELS

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



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

If the Service provider does not achieve this level as an average over each quarter, Transnet will receive a 1.5% [one and a half per cent] rebate on quarterly sales payable in the next quarter
- 5.5 The Supplier must provide a telephone number for customer service calls.
- 5.6 Failure of the Supplier to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days’ notice to the Supplier of its intention to do so.

**Acceptance of Service Levels:**

<b>YES</b>	
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<b>NO</b>	
-----------	--

**6. RISK**

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

**6.1 Quality and specification of Goods/Services delivered:**

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**6.2 Continuity of supply:**

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

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

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SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_



SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

**SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS**

I/We \_\_\_\_\_

*[name of entity, company, close corporation or partnership] of [full address]*

\_\_\_\_\_

carrying on business trading/operating as

\_\_\_\_\_

represented by \_\_\_\_\_

in my capacity as \_\_\_\_\_

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

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

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

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

- (i) Master Agreement (which may be subject to amendment at Transnet's discretion if applicable);

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp

- (ii) General Bid Conditions; and
- (iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

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

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

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

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

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

#### ADDRESS FOR NOTICES

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

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

Name of Entity:

\_\_\_\_\_

Facsimile: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

#### NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Supplier/Service provider**] will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of

the name of the successful Supplier/Service provider and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

### VALIDITY PERIOD

Transnet requires a validity period of 180 Business Days [from closing date] against this RFP, excluding the first day and including the last day.

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

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

(i) Registration number of company / C.C. \_\_\_\_\_

(ii) Registered name of company / C.C. \_\_\_\_\_

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


### RETURNABLE DOCUMENTS

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

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

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

**a) Mandatory Returnable Documents**

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

<b>MANDATORY RETURNABLE DOCUMENTS</b>	<b>SUBMITTED [Yes/No]</b>
<b>Section 1:</b> SBD1 Form	
<b>SECTION 4:</b> Pricing and Delivery Schedule	
•Whether any Technical prequalification criteria have been met as follows: <b>T2.2.16</b> confirmation letter on company letterhead confirming compliance to SOW	
<b>T2.2.17</b> Confirmation letter from the OEM confirming business partner status or certificate from OEM confirming business partner status	
<b>T2.2.18</b> Confirmation letter from the OEM confirming compliance of Enterprise range of laptops (to include model number)	
<b>T2.2.19</b> Confirmation letter confirming TPT order number which will comprise of a single OEM Vendor across entire order	
<b>T2.2.20</b> Letter of References from at least 3 (three) the companies that the bidder has supplied laptops and desktops from the reference company provided, to show proof thereof	

**b) Returnable Documents Used for Scoring**

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

<b>RETURNABLE DOCUMENTS USED FOR SCORING</b>	<b>SUBMITTED [Yes or No]</b>
<b>T2.2.19</b> Lead time	

**c) Essential Returnable Documents:**

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

**CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
SECTION 5 : Proposal Form and List of Returnable documents	
SECTION 6 : Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7 : RFP Declaration and Breach of Law Form	
SECTION 9: B-BBEE Preference Claim Form	
SECTION 10: Protection of Personal Information	
T2.2-1 Scope of work	
T2.2-3 Master agreement	
T2.2-4 Schedule of requirements	
T2.2-5 Non-Disclosure Agreement	
T2.2-6 RFP Declaration Form	
T2.2-7 Record of addenda	
T2.2-8 RFP – Breach of Law	
T2.2-9 Supplier code of conduct	
T2.2-10 Supplier integrity	
T2.2-11 Storage capacity	
T2.2-12 Life cycle costs	
T2.2-13 RFP declaration form	

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_



SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

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

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

1	Transnet's General Bid Conditions
2	Master Agreement and SLA attached
3	Transnet's Supplier Integrity Pact
4	Non-disclosure Agreement
5	Specifications

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

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

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

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

## SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

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

they **were/were not** involved in the bid preparation or had access to the information related to this RFP; and

10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

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

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

Indicate nature of relationship with Transnet:

\_\_\_\_\_

\_\_\_\_\_

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

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

## **BIDDER'S DISCLOSURE (SBD4)**

### **12 PURPOSE OF THE FORM**

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

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

### **13 Bidder's declaration**

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise: employed by the state or is a previous employee of Transnet within the past 12 months?

**YES/NO**

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

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

Full Name	Identity Number	Name of State institution (please complete table below where the party was a previous employee of Transnet within the past 12 months)

Particulars of previous employment with Transnet within the past 12 months				
1	Name and Surname:			
	Role	Date of termination of employment	Details of any involvement in procurement (if any)	Special reasons for Transnet to do business with the identified person)
2	Name and Surname:			
	Role	Date of termination of employment	Details of any involvement in procurement (if any)	Special reasons for Transnet to do business with the identified person)
3	Name and Surname:			
	Role	Date of termination of employment	Details of any involvement in procurement (if any)	Special reasons for Transnet to do business with the identified person)



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

**YES/NO**

13.2.1. If so, furnish particulars:

.....  
.....

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

**YES/NO**

13.3.1. If so, furnish particulars:

.....  
.....

**14 DECLARATION**

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

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

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

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

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

14.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

14.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

#### **BREACH OF LAW**

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

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

NATURE OF BREACH:

\_\_\_\_\_

DATE OF BREACH: \_\_\_\_\_

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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



## SECTION 9: B-BBEE PREFERENCE POINTS CLAIM FORM

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

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE.**

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	<b>90</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>10</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

### 2. DEFINITIONS

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

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

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 90/10 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price on the following basis:

$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME</b>	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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



**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contribution: . = .....(maximum of 10 points)

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

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

*(Tick applicable box)*

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

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional Supplier
- Other Suppliers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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



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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
  - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (f) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS.....

**SECTION 10: PROTECTION OF PERSONAL INFORMATION**

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.("POPIA"):  
  
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:  
  
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFP, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFP (physically, through a computer or any other form of electronic communication).



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

**Respondents are required to provide consent below:**

<b>YES</b>	<b>NO</b>
------------	-----------

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

Signature of Respondent’s authorised representative: \_\_\_\_\_

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

Transnet Port Terminals

Tender Number: TPT/2022/08/0804/10650/RFP

THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

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## **T2.2.1: SCOPE OF WORK**

THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

## 1 INTRODUCTION

Transnet Port Terminals (TPT) an operating division of Transnet SOC Ltd invites suitable and accredited service providers to submit written proposals for the supply and delivery of laptops and desktops as per the attached specifications listed in Table 1 below.

## 2 BACKGROUND

Transnet Port Terminals (TPT) uses laptops and desktops for staff to execute their daily tasks across all terminals in South Africa. Other components are described in the Table 1 below under point 3.

It is essential that the computer infrastructure is constantly maintained and kept up to date in order to enable the 24/7 operations of the organization.

## 3 SCOPE OF WORK

The service provider must supply the following laptops and desktop equipment as listed in Table 1 below.

ITEM	DESCRIPTION	QUANTITY
1	Laptops – Standard - I5	1351
2	Executive Laptops – Non-Touch I7	167
3	Executive Laptops – Touch I7	78
4	Laptops – Specialised – I9	24
5	Desktop Standard – I5	1197
6	Desktop Micro Form Factor – I5	49
7	Desktops – Graphics – I7	24
8	All In One – Touch Screen – I7	198
	<b>TOTAL</b>	<b>3088</b>

\* Full Specifications are included in Annexure A

THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

### **3.1 Hardware and Software Standards**

3.1.1. All laptops and desktops must comply as per the Annexure provided

### **3.2 Deliverables**

3.2.1. Supply and deliver laptops and desktops as per quantities and in compliance to specifications provided in Annexure A

3.2.2. All laptops and desktops must be configured with the latest Windows 11 64-bit build.

3.2.3. All laptops and desktops must ship with an onsite next business day - 3-year warranty

THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

## **ADDITIONAL REQUIREMENTS**

- 4.2. OEM certification from enterprise business partner to be attached to tender.
- 4.3. The bidder must supply enterprise business range products and not consumer range products, model numbers to be supplied [this will be vetted at evaluation stage].
- 4.4. The bidder must supply single vendor product across entire order.
- 4.5. The bidder must submit proof of having provided a similar service (quantum of supply to be at least 500 units) in the last 3 years.
- 4.6. Three (3) year onsite warranty with next business day support.

THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

## Annexure A Specifications

### STANDARD LAPTOP – ENTERPRISE BUSINESS RANGE

PROCESSOR - 12 <sup>TH</sup> GENERATION	INTEL I5
CHIPSET	12 <sup>TH</sup> GENERATION
MEMORY	16 GB
STORAGE	500 GB M2 SSD
INTERNAL 4G/LTE WLAN	YES
SD CARD CAPABLE	OPTIONAL
TPM SECURITY CHIP BITLOCKER CERTIFIED	VERSION 2.0 OR HIGHER
INTEL HD GRAPHICS ADAPTOR	YES
DISPLAY SIZE - HD PLUS	14 INCHES
WIFI 11AC	YES
BLUETOOTH 4.1	YES
INCLUDED POWER SUPPLY	YES
THUNDERBOLT PORT	YES
INCLUDED BATTERY	YES
SECURITY FINGERPRINT READER	YES
BUILT IN SPEAKERS	YES
BUILT IN WEBCAM 720HD	YES
CARRY CASE	YES
KEYBOARD - 6 ROW SPILL RESISTANCE. LED BACKLIGHT	YES
WIRELESS USB MOUSE	YES
RED PLUG	YES
KENSINGTON LOCK	YES
USB 3.0 X 2 (MINIMUM)	YES
HDMI INTERFACE WITH VGA ADAPTOR	YES
TOUCH SCREEN	NO
RJ 45 ETHERNET PORT	YES
BUILT IN MICROPHONE	YES
WINDOWS 11 ENTERPRISE BUILD 21H2	YES
3 YEAR ONSITE WARRANTY	YES
DOCKING STATION	INCLUDED

### EXECUTIVE LAPTOP NON-TOUCH – ENTERPRISE BUSINESS RANGE

PROCESSOR – 12 <sup>TH</sup> GENERATION	INTEL i7
CHIPSET	12 <sup>TH</sup> GENERATION
MEMORY	16 GB
STORAGE	500 GB M2 SSD
INTERNAL 4G/LTE WLAN	YES
SD CARD CAPABLE	OPTIONAL
TPM SECURITY CHIP BITLOCKER CERTIFIED	VERSION 2.0 OR HIGHER
INTEL HD GRAPHICS ADAPTOR	YES
DISPLAY SIZE - HD PLUS	14" INCHES
WIFI 11AC	YES
BLUETOOTH 4.1	YES
INCLUDED POWER SUPPLY	YES
THUNDERBOLT PORT	YES
INCLUDED BATTERY	YES
SECURITY FINGERPRINT READER	YES
BUILT IN SPEAKERS	YES
BUILT IN WEBCAM 720HD	YES
CARRY CASE	YES
KEYBOARD - 6 ROW SPILL RESISTANCE. LED BACKLIGHT	YES
WIRELESS USB MOUSE	YES
RED PLUG	YES
KENSINGTON LOCK	YES
USB 3.0 X 2 (MINIMUM)	YES
HDMI INTERFACE WITH VGA ADAPTOR	YES
TOUCH SCREEEN	NO
RJ 45 ETHERNET PORT	YES
BUILT IN MICROPHONE	YES
WINDOWS 11 ENTERPRISE BUILD 21H2	YES
3 YEAR ONSITE WARRANTY	YES
DOCKING STATION	INCLUDED

THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

## EXECUTIVE LAPTOP - TOUCH – ENTERPRISE BUSINESS RANGE

PROCESSOR – 12 <sup>TH</sup> GENERATION	INTEL i7
CHIPSET	12 <sup>TH</sup> GENERATION
MEMORY	16 GB
STORAGE	500 GB M2 SSD
INTERNAL 4G/LTE WLAN	YES
SD CARD CAPABLE	OPTIONAL
TPM SECURITY CHIP BITLOCKER CERTIFIED	YES VERSION 2.0 OR HIGHER
INTEL HD GRAPHICS ADAPTOR	YES
DISPLAY SIZE - HD PLUS	14 INCHES
WIFI 11AC	YES
BLUETOOTH 4.1	YES
INCLUDED POWER SUPPLY	YES
THUNDERBOLT PORT	YES
INCLUDED BATTERY	YES
SECURITY FINGERPRINT READER	YES
BUILT IN SPEAKERS	YES
BUILT IN WEBCAM 720HD	YES
CARRY CASE	YES
KEYBOARD - 6 ROW SPILL RESISTANCE. LED BACKLIGHT	YES
WIRELESS USB MOUSE	YES
RED PLUG	YES
KENSINGTON LOCK	YES
USB 3.0 X 2 (MINIMUM)	YES
HDMI INTERFACE WITH VGA ADAPTOR	YES
TOUCH SCREEN	YES
RJ 45 ETHERNET PORT	YES
BUILT IN MICROPHONE	YES
WINDOWS 11 ENTERPRISE BUILD 21H2	YES
3 YEAR ONSITE WARRANTY	YES
DOCKING STATION	INCLUDED

THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

### LAPTOP SPECIALISED – ENTERPRISE BUSINESS RANGE

PROCESSOR – 12 <sup>th</sup> GENERATION	INTEL i9
CHIPSET	12 <sup>th</sup> GENERATION
MEMORY	64GB
STORAGE	4 TB M2 SSD
INTERNAL 3G/LTE WLAN	5G OR LTE
SD CARD CAPABLE	OPTIONAL
TPM SECURITY CHIP BITLOCKER CERTIFIED	VERSION 2.0 OR HIGHER
INTEL HD GRAPHICS ADAPTOR	YES
DISPLAY SIZE - HD PLUS	16 INCHES OR GREATER
SLIMLINE	YES
WIFI 11AC	YES
BLUETOOTH 4.1	YES
INCLUDED POWER SUPPLY	YES
THUNDERBOLT PORT	YES
INCLUDED BATTERY	YES – 6 CELL
SECURITY FINGERPRINT READER	YES
BUILT IN SPEAKERS	YES
BUILT IN WEBCAM 1080HD	YES
CARRY CASE	YES
KEYBOARD - 6 ROW SPILL RESISTANCE. LED BACKLIGHT	YES
WIRELESS USB MOUSE	YES
RED PLUG	YES
KENSINGTON LOCK	YES
USB 3.0 X 2 (MINIMUM)	YES
HDMI INTERFACE WITH VGA ADAPTOR	YES
TOUCH SCREEN	NO
RJ 45 ETHERNET PORT	YES
BUILT IN MICROPHONE	YES
WINDOWS 11 ENTERPRISE BUILD 21H2	YES
3 YEAR ONSITE WARRANTY	YES
DOCKING STATION	INCLUDED
EXTERNAL DISPLAY MONITOR	27" 4K SCREEN WITH THUNDERBOLT 4

THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

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**DESKTOP – STANDARD – ENTERPRISE BUSINESS RANGE**

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PROCESSOR – 12 <sup>TH</sup> GENERATION	INTEL I5
CHIPSET	12 <sup>TH</sup> GENERATION
MEMORY	16 GB
STORAGE	500 GB SSD
INTEL HD GRAPHICS ADAPTOR - 1920 X 1680 -HD MINIMUM	YES
TPM CHIP – BITLOCKER CERTIFIED	VERSION 2.0 OR HIGHER
WIFI 11AC	YES
USB KEYBOARD	YES
USB MOUSE	YES
RED PLUG	YES
KENSINGTON LOCK	YES
USB 3.0 X 2 (MINIMUM)	YES
HDMI/DP INTERFACE WITH ADAPTOR	YES
ETHERNET PORT - 1000 MBPS	YES
WINDOWS 11 ENTERPRISE BUILD 21H2	YES
3 YEAR ONSITE WARRANTY	YES
EXTERNAL DISPLAY MONITOR	22" SCREEN

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**DESKTOP – MICRO FORM FACTOR – ENTERPRISE BUSINESS RANGE**

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PROCESSOR	INTEL i5
CHIPSET	12 <sup>th</sup> GENERATION
MEMORY	16 GB
STORAGE	512 GB SSD
INTEL HD GRAPHICS ADAPTOR - 1920 X 1680 -HD MINIMUM	YES
WIFI 11AC	YES
USB KEYBOARD	YES
USB MOUSE	YES
RED PLUG	YES
KENSINGTON LOCK	YES
USB 3.0 X 2 (MINIMUM)	YES
HDMI/DP INTERFACE WITH ADAPTOR	YES
ETHERNET PORT - 1000 MBPS	YES
WINDOWS 11 ENTERPRISE BUILD 21H2	YES
3 YEAR ONSITE WARRANTY	YES
EXTERNAL DISPLAY MONITOR	22" SCREEN

### DESKTOP – GRAPHICS – ENTERPRISE BUSINESS RANGE

PROCESSOR	INTEL i7
CHIPSET	12 <sup>th</sup> GENERATION
MEMORY	32 GB
STORAGE	1 TB SSD
INTEL HD GRAPHICS ADAPTOR - 1920 X 1680 -HD MINIMUM	YES
TPM CHIP – BITLOCKER CERTIFIED	VERSION 2.0 OR HIGHER
DUAL GRAPHICS OUTPUT	YES
WIFI 11AC	YES
USB KEYBOARD	YES
USB MOUSE	YES
RED PLUG	YES
KENSINGTON LOCK	YES
USB 3.0 X 2 (MINIMUM)	YES
HDMI/DP INTERFACE WITH ADAPTOR	YES
ETHERNET PORT - 1000 MBPS	YES
WINDOWS 11 ENTERPRISE BUILD 21H2	YES
3 YEAR ONSITE WARRANTY	YES
EXTERNAL DISPLAY MONITOR	2 X 24" SCREEN

**ALL IN ONES (AIO) – ENTERPRISE BUSINESS RANGE**

PROCESSOR	INTEL i7
CHIPSET	12 <sup>th</sup> GENERATION
MEMORY	32 GB
STORAGE	1 TB SSD
SD CARD CAPABLE	YES
INTEL HD GRAPHICS ADAPTOR - 1920 X 1680 -HD MINIMUM	YES
TPM CHIP – BITLOCKER CERTIFIED	VERSION 2.0 OR HIGHER
DISPLAY SIZE	24" INCHES
TOUCH SCREEN	YES
DUAL GRAPHICS OUTPUT	YES
WIFI 11AC	YES
USB KEYBOARD	YES
USB MOUSE	YES
RED PLUG	YES
KENSINGTON LOCK	YES
USB 3.0 X 2 (MINIMUM)	YES
HDMI/DP INTERFACE WITH ADAPTOR	YES
ETHERNET PORT - 1000 MBPS	YES
WINDOWS 11 ENTERPRISE BUILD 21H2	YES
3 YEAR ONSITE WARRANTY	YES

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/08/0804/10650/RFP

THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY



Item No	Description	Unit	QTY	Rate	Total
<b>1</b>	<b>Standard Laptop – Enterprise Business Range. Refer to SOW for Specifications</b>				
	Richards Bay Dry Bulk Terminal (DBT)	Each	53		
	Richards Bay Multi-Purpose Terminal (MPT)	Each	79		
	Durban HQ	Each	400		
	Durban Maydon Wharf	Each	45		
	Durban Car Terminal	Each	50		
	Durban Agri Port	Each	45		
	Durban Container Terminal Pier 1	Each	40		
	Durban Container Terminal Pier 2	Each	50		
	East London	Each	25		
	Ngqura Container Terminal	Each	40		
	Port Elizabeth Container Terminal	Each	40		
	Port Elizabeth Multi-Purpose Terminal (MPT)	Each	40		
	Cape Town Container Terminal	Each	131		
	Cape Town Multi-Purpose Terminal (MPT)	Each	43		
	Saldanha Iron Ore Terminal (IOT)	Each	180		
	Saldanha Multi-Purpose Terminal (MPT)	Each	90		
	<b>TOTAL</b>		<b>1351</b>		
<b>2</b>	<b>Executive Laptop – Non-Touch – Enterprise Business Range. Refer to SOW for Specifications</b>				
	Richards Bay Dry Bulk Terminal (DBT)	Each	3		
	Richards Bay Multi-Purpose Terminal (MPT)	Each	3		
	Durban HQ	Each	20		
	Durban Maydon Wharf	Each	-		
	Durban Car Terminal	Each	-		
	Durban Agri Port	Each	-		
	Durban Container Terminal Pier 1	Each	-		
	Durban Container Terminal Pier 2	Each	-		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/08/0804/10650/RFP

THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY



	East London	Each	4		
	Ngqura Container Terminal	Each	35		
	Port Elizabeth Container Terminal	Each	35		
	Port Elizabeth Multi-Purpose Terminal (MPT)	Each	35		
	Cape Town Container Terminal	Each	7		
	Cape Town Multi-Purpose Terminal (MPT)	Each	1		
	Saldanha Iron Ore Terminal (IOT)	Each	14		
	Saldanha Multi-Purpose Terminal (MPT)	Each	10		
	<b>TOTAL</b>		<b>167</b>		
<b>3</b>	<b>Executive Laptop – Touch – Enterprise Business Range. Refer to SOW for Specifications</b>				
	Richards Bay Dry Bulk Terminal (DBT)	Each	2		
	Richards Bay Multi-Purpose Terminal (MPT)	Each	2		
	Durban HQ	Each	20		
	Durban Maydon Wharf	Each	1		
	Durban Car Terminal	Each	1		
	Durban Agri Port	Each	1		
	Durban Container Terminal Pier 1	Each	-		
	Durban Container Terminal Pier 2	Each	-		
	East London	Each	4		
	Ngqura Container Terminal	Each	5		
	Port Elizabeth Container Terminal	Each	5		
	Port Elizabeth Multi-Purpose Terminal (MPT)	Each	5		
	Cape Town Container Terminal	Each	26		
	Cape Town Multi-Purpose Terminal (MPT)	Each	6		
	Saldanha Iron Ore Terminal (IOT)	Each	-		
	Saldanha Multi-Purpose Terminal (MPT)	Each	-		
	<b>TOTAL</b>	<b>Each</b>	<b>78</b>		
<b>4</b>	<b>Specialised Laptop – Enterprise Business Range. Refer to SOW for Specifications</b>				

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/08/0804/10650/RFP

THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY



	Richards Bay Dry Bulk Terminal (DBT)	Each	2		
	Richards Bay Multi-Purpose Terminal (MPT)	Each	2		
	Durban HQ	Each	20		
	Durban Maydon Wharf	Each	-		
	Durban Car Terminal	Each	-		
	Durban Agri Port	Each	-		
	Durban Container Terminal Pier 1	Each	-		
	Durban Container Terminal Pier 2	Each	-		
	East London	Each	-		
	Ngqura Container Terminal	Each	-		
	Port Elizabeth Container Terminal	Each	-		
	Port Elizabeth Multi-Purpose Terminal (MPT)	Each	-		
	Cape Town Container Terminal	Each	-		
	Cape Town Multi-Purpose Terminal (MPT)	Each	-		
	Saldanha Iron Ore Terminal (IOT)	Each	-		
	Saldanha Multi-Purpose Terminal (MPT)	Each	-		
	<b>TOTAL</b>		<b>24</b>		
5	<b>Desktop Standard – Enterprise Business Range. Refer to SOW for Specifications</b>				
	Richards Bay Dry Bulk Terminal (DBT)	Each	90		
	Richards Bay Multi-Purpose Terminal (MPT)	Each	164		
	Durban HQ	Each	30		
	Durban Maydon Wharf	Each	35		
	Durban Car Terminal	Each	55		
	Durban Agri Port	Each	35		
	Durban Container Terminal Pier 1	Each	60		
	Durban Container Terminal Pier 2	Each	105		
	East London	Each	40		
	Ngqura Container Terminal	Each	70		
	Port Elizabeth Container Terminal	Each	70		

TRANSNET PORT TERMINALS

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THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY



	Port Elizabeth Multi-Purpose Terminal (MPT)	Each	70		
	Cape Town Container Terminal	Each	43		
	Cape Town Multi-Purpose Terminal (MPT)	Each	5		
	Saldanha Iron Ore Terminal (IOT)	Each	215		
	Saldanha Multi-Purpose Terminal (MPT)	Each	110		
	<b>TOTAL</b>		<b>1197</b>		
<b>6</b>	<b>Desktop Micro Form Factor – Enterprise Business Range. Refer to SOW for Specifications</b>				
	Richards Bay Dry Bulk Terminal (DBT)	Each	-		
	Richards Bay Multi-Purpose Terminal (MPT)	Each	-		
	Durban HQ	Each	-		
	Durban Maydon Wharf	Each	-		
	Durban Car Terminal	Each	-		
	Durban Agri Port	Each	-		
	Durban Container Terminal Pier 1	Each	-		
	Durban Container Terminal Pier 2	Each	-		
	East London	Each	-		
	Ngqura Container Terminal	Each	15		
	Port Elizabeth Container Terminal	Each	10		
	Port Elizabeth Multi-Purpose Terminal (MPT)	Each	10		
	Cape Town Container Terminal	Each	13		
	Cape Town Multi-Purpose Terminal (MPT)	Each	1		
	Saldanha Iron Ore Terminal (IOT)	Each	-		
	Saldanha Multi-Purpose Terminal (MPT)	Each	-		
	<b>TOTAL</b>		<b>49</b>		
<b>7</b>	<b>Desktop Graphics – Enterprise Business Range. Refer to SOW for Specifications</b>				
	Richards Bay Dry Bulk Terminal (DBT)	Each	-		
	Richards Bay Multi-Purpose Terminal (MPT)	Each	-		
	Durban HQ	Each	-		

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/08/0804/10650/RFP

THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY



	Durban Maydon Wharf	Each	-		
	Durban Car Terminal	Each	-		
	Durban Agri Port	Each	-		
	Durban Container Terminal Pier 1	Each	-		
	Durban Container Terminal Pier 2	Each	-		
	East London	Each	-		
	Ngqura Container Terminal	Each	-		
	Port Elizabeth Container Terminal	Each	-		
	Port Elizabeth Multi-Purpose Terminal (MPT)	Each	-		
	Cape Town Container Terminal	Each	-		
	Cape Town Multi-Purpose Terminal (MPT)	Each	-		
	Saldanha Iron Ore Terminal (IOT)	Each	24		
	Saldanha Multi-Purpose Terminal (MPT)	Each	-		
	<b>TOTAL</b>		<b>24</b>		
8	<b>All in One Desktop Computer – Enterprise Business Range. Refer to SOW for Specifications</b>				
	Richards Bay Dry Bulk Terminal (DBT)	Each	25		
	Richards Bay Multi-Purpose Terminal (MPT)	Each	25		
	Durban HQ	Each	10		
	Durban Maydon Wharf	Each	5		
	Durban Car Terminal	Each	5		
	Durban Agri Port	Each	5		
	Durban Container Terminal Pier 1	Each	-		
	Durban Container Terminal Pier 2	Each	-		
	East London	Each	30		
	Ngqura Container Terminal	Each	10		
	Port Elizabeth Container Terminal	Each	10		
	Port Elizabeth Multi-Purpose Terminal (MPT)	Each	10		
	Cape Town Container Terminal	Each	63		

TRANSNET PORT TERMINALS

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Cape Town Multi-Purpose Terminal (MPT)	Each	-		
Saldanha Iron Ore Terminal (IOT)	Each	-		
Saldanha Multi-Purpose Terminal (MPT)	Each	-		
<b>TOTAL</b>		<b>198</b>		
<b>TOTAL PRICE, exclusive of VAT:</b>				
<b>VAT 15% (if applicable)</b>				
<b>Total Inclusive of VAT (where applicable)</b>				

**NB:** The Employer requires at least the above activities to be priced. Each activity must be priced individually.

The price reflected above must be fixed and firm. Failure to provide a fixed and firm price will declare the Supplier nonresponsive.

It is Transnet's preference to enter a contract on a DDP (Incoterms 2010 at the applicable Port) basis.

It is the supplier's responsibility to ensure that they are familiar and can comply with all the applicable legislation relating to this tender such as the DDP Incoterms, Value Added Tax Act 89 of 1991 (VAT) and other applicable laws.



## **T2.2-3 MASTER AGREEMENT**

entered into by and between

**TRANSNET SOC LTD**

**Operating as**

**TRANSNET PORT TERMINALS**

and

.....

**THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY**

**Agreement Number** .....

**Commencement Date** .....

**Expiry Date** .....

THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

## TABLE OF CONTENTS

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

### SCHEDULE 1 – WORK ORDER / SCHEDULE OF REQUIREMENTS

THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

**1 INTRODUCTION**

This Agreement is entered into by and between:

**Transnet SOC Ltd** Operating as Transnet Port Terminals [Registration Number 1990/000900/30] whose registered address is **202 Anthon Lembede Street, Durban, 4001**, Republic of South Africa [**Transnet Port Terminals**]

and

..... [Registration Number .....] whose registered address is ..... [**the Supplier** ].

**NOW THEREFORE, IT IS AGREED:**

- 1.1 Transnet hereby appoints the Supplier to provide, and Transnet undertakes to accept the supply of Goods 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 Supplier hereby undertakes to provide the Goods/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 Goods/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 Supplier [as agreed, in writing, between the Parties], which collectively and exclusively govern the supply of Goods and provision of ancillary Services by the Supplier 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;

THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

- 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;

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- 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 **Goods** means laptops, desktops and all-in-one, the material / products specified in the Schedule of Requirements appended as Schedule 1 hereto;
- 2.15 **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 Supplier**]. 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>;
- 2.16 **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;
- 2.17 **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;
- 2.18 **Parties** mean the Parties to this Agreement together with their subsidiaries, divisions, business units, successors-in-title and assigns;
- 2.19 **Party** means either one of these Parties;
- 2.20 **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;
- 2.21 **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

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the other Party's Confidential Information or Intellectual Property is a prerequisite in order to enable such activity or process to be accomplished;

- 2.22 **Price(s)** means the agreed Price(s) for the Goods/Services to be purchased from the Supplier 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;
- 2.23 **Purchase Order(s)** means official orders issued by an operating division of Transnet to the Supplier for the supply of Goods or Services;
- 2.24 **Service Level Agreement** or **SLA** means the processes, deliverables, key performance indicators and performance standards relating to the Goods to be provided by the Supplier ;
- 2.25 **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;
- 2.26 **Schedule of Requirements** means Schedule 1 hereto;
- 2.27 **Subcontract** means any contract or agreement or proposed contract or agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier the Goods or related Services or any part thereof or material used in the manufacture of the Goods or any part thereof;
- 2.28 **Subcontractor** means the third party with whom the Supplier enters into a Subcontract;
- 2.29 **Tax Invoice** means the document as required by Section 20 of the VAT Act, as may be amended from time to time;
- 2.30 **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;
- 2.31 **VAT** means Value-Added Tax chargeable in terms of the VAT Act, 89 of 1991, as may be amended from time to time; and
- 2.32 **VAT Act** means the Value Added Tax Act, No 89 of 1991, as may be amended 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*.

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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 Supplier will arrange for the supply/provision to Transnet of the Goods/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 Supplier 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 342 [*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 Supplier will perform its obligations under this Agreement in accordance with the timeframe(s) [if any] set out in the relevant schedule, save that the Supplier 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 of this Agreement is the 10<sup>th</sup> April 2023, unless:

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- 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.

6.2 Notwithstanding clause 219 [*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 Supplier for information, including information concerning Transnet's operations and activities, that relates to the Goods/Services as may be necessary for the Supplier to provide the Goods/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 Supplier of its confidentiality obligations under this Agreement.
- 8.2 The Supplier shall give Transnet reasonable notice of any information it requires.
- 8.3 Transnet agrees to provide the Supplier or its Personnel such access to and use of its facilities as is necessary to allow the Supplier to perform its obligations under this Agreement.

## **9 GENERAL OBLIGATIONS OF THE SUPPLIER**

- 9.1 The Supplier 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 Supplier and the Supplier's/Service Provider's products/services;

THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

- d) keep full records clearly indicating all transactions concluded by the Supplier relating to the delivery of the Goods/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 Goods/Services and ancillary Services and the conduct of the business and activities of the Supplier ;
- 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 Goods/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 Supplier 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 Supplier .

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

- a) render the supply of the Goods 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 Goods 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;

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- g) treat all enquiries from Transnet in connection with the supply of the Goods/Services and/or ancillary Services with courtesy and respond to all enquiries promptly and efficiently. Where the Supplier is unable to comply with the provisions of this clause, the Supplier 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 Supplier'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 Goods/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 Supplier 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 Supplier shall ensure that the Goods/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 Supplier, 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 Supplier and/or its

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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 B-BBEE AND SOCIO-ECONOMIC OBLIGATIONS**

### **10.1 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 Supplier 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 Supplier undertakes to notify and provide full details to Transnet in the event there is:
  - (i) a change in the Supplier's/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 Supplier which has or likely to impact negatively on the Supplier's/ 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 Supplier /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 Supplier 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 219.
- e) In the event there is a change in the Supplier's/ Service Provider's B-BBEE status, then the provisions of clause 219 shall apply.

### **10.2 Green Economy/Carbon Footprint**

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

## **11 PENALTIES**

### **11.1 Penalties for Non-compliance to Service Level Agreement**

Where the Supplier fails to deliver the Goods 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 0.1% per calendar day of the total value capped at 7.5% of the total value of the contract

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- a) Should no penalties be imposed during the duration of the contract, Transnet shall refund the full value of the Local Content Retention Amount to the Supplier at the end of the contract period.
- b) Should any unpaid penalties remain at the end of the contract period, then without limiting other rights that Transnet may have in law, the Supplier shall forfeit the Local Content Retention Amount and shall have no further claim against Transnet for the repayment of such amount.

Non-compliance Penalty Certificate:

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

Payment of Non-compliance Penalties:

- e) Subject to Clause i) above, the Supplier shall pay the Non-compliance Penalty indicated in the Non-compliance Penalty Certificate within 10 (ten) Business Days of Transnet issuing a valid Tax Invoice to the Supplier for the amount set out in that certificate. If Transnet does not issue a valid Tax Invoice to the Supplier for Non-compliance Penalties accrued during any relevant period, those Non-compliance Penalties shall be carried forward to the next period.
- f) The Supplier shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from Transnet, failing which Transnet shall, without prejudice to any other rights of Transnet under this Agreement, be entitled to call for payment which may be in any form Transnet deems reasonable and appropriate.
- g) It is agreed that Transnet, the DTI, the South African Bureau of Standards and/or any of their appointed agents shall be entitled to monitor, evaluate and audit the Contractor's compliance with its obligations under the Local Content Plan. To this end, the Contractor shall provide its full cooperation to the respective bodies referred to in this clause to ensure that effective monitoring, evaluation and auditing takes place.
- h) The Non Compliance Penalties set forth in this Clause are stated exclusive of VAT. Any VAT payable on Non Compliance Penalties will be for the account of the Supplier.

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## 12 INVOICES AND PAYMENT

- 12.1 Transnet shall pay the Supplier the amounts stipulated in each Purchase Order/Work Order, subject to the terms and conditions of this Agreement.
- 12.2 Transnet shall pay such amounts to the Supplier 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 Supplier for the delivery of the Goods/Services ordered, in terms of clause 12.5 below.
- 12.3 Transnet may, pending an investigation, withhold any payments to the Supplier, in the case where irregular expenditure has been identified in the particular contract and that there is reasonable suspicion that the Supplier is involved or was aware that the contract transgressed any legislation.
- 12.4 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.
- 12.5 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 Supplier's/Service Provider's statement together with the relevant valid and undisputed Tax Invoice(s) and supporting documentation.
- 12.6 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 Supplier 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.
- 12.7 The Supplier shall remain the owner of all plant, material, machinery, equipment and the like [collectively, **the Supplier's Goods**] provided to Transnet until Transnet has paid in full for the Supplier's Goods, it being specifically agreed that Transnet shall acquire no rights [including liens] of whatsoever nature in such Supplier's Goods until date of final payment by Transnet. Subject to the foregoing, all risk and benefit to the Supplier's Goods shall pass from the Supplier to Transnet on delivery of the Supplier's Goods by the Supplier to Transnet.

## 13 PRICE ADJUSTMENTS

- 13.1 If during the period of this Agreement Transnet can purchase similar Goods of a like quality from another supplier at a total delivered cost to a Transnet facility that is lower than the total delivered cost of the Goods purchased hereunder from the Supplier, Transnet may notify the Supplier of such total delivered cost and the Supplier shall have an opportunity to adjust the Price of the Goods purchased hereunder, on such a basis as to result in the same total delivered cost to Transnet, within 30 [thirty] calendar days of such notice. If the Supplier fails to do so or cannot legally do so, Transnet may (i) purchase the Goods/Services from such other supplier in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of Transnet and the Supplier hereunder shall be reduced accordingly; (ii)

terminate this Agreement without any penalty, liability or further obligation; or (iii) continue purchases under this Agreement.

- 13.2 If during the period of this Agreement the Supplier sells any materials which are the same as, equivalent to, or substantially similar to the Goods/Services herein, at a total delivered cost to a third party lower than the total delivered cost to a Transnet facility, then the Supplier has an opportunity to adjust its Price for the Goods/Services purchased hereunder within 30 [thirty] calendar days so that the Price is the same or lower than the total delivered cost of such third party. If the Supplier fails to do so or cannot legally do so, Transnet may (i) purchase the Goods/Services from any other such supplier, in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of Transnet and the Supplier hereunder shall be reduced accordingly; or (ii) terminate this Agreement without any penalty, liability or further obligation. Within 30 [thirty] calendar days of the Commencement Date of this Agreement or at any time Transnet so requests, the Supplier shall certify in writing to Transnet that it is in compliance with this clause and shall provide all information that Transnet reasonably requests in order to verify such compliance.

#### **14 WARRANTIES APPLICABLE TO GOODS**

The Supplier warrants that:

- 14.1 pursuant to clause 9.3 [General Obligations of the Supplier], the Goods will be manufactured in accordance with the specifications appended hereto at Schedule 1, or the manufacturer's specifications, as agreed in writing by both Parties;
- 14.2 the execution and performance of this Agreement by the Supplier does not infringe any rights of a third party or breach any obligation of the Supplier to any third party; and
- 14.3 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 Supplier to comply with its obligations under this Agreement will be reduced to the greatest extent possible, and that the Supplier shall ensure that it has appropriate, tested and documented recovery arrangements in place.

#### **15 THIRD PARTY INDEMNITY**

The Supplier hereby indemnifies and shall hold Transnet harmless against any direct damages suffered by or claims arising against Transnet in respect of clause 14.2 above.

#### **16 INSPECTION APPLICABLE TO GOODS**

- 16.1 Transnet reserves the right to arrange for the inspection of all Goods forming the subject of any Purchase Order, at any stage before final acceptance and by any means it may think fit, and when such inspection is to be carried out, the relevant Purchase Order(s) shall be endorsed accordingly.
- 16.2 When inspection at the Supplier's works or warehouse is specified, Transnet's authorised inspector shall have free access to the premises of the Supplier at all times during working hours on a Business Day; shall have liberty to inspect work which is the subject of the Purchase Order at any stage of manufacture, and may reject any Goods which are found to be incomplete, defective or in any way not in conformity with the terms and specifications of this Agreement; and the Supplier shall afford all reasonable facilities for such access and inspection.

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- 16.3 The Supplier shall provide inspection gauges, measuring and test equipment to ensure that the requirements of this Agreement are satisfied. All gauges, templates, tools and other equipment required to check the accuracy of the work shall be calibrated at regular and reasonable intervals by a laboratory which has been approved in writing by Transnet. This certificate shall not be more than 12 [twelve] months old.
- 16.4 The Supplier shall prepare and supply, without charge to Transnet, all test pieces, samples and specimens; shall provide all labour and apparatus for carrying out tests and analyses in accordance with the terms of this Agreement or Purchase Order, and render all reasonable assistance in making such tests and analyses.
- 16.5 All special rules governing gauging, testing, analysis and other inspection procedures shall be adhered to strictly in accordance with the terms of this Agreement or Purchase Order and the conditions of any specifications and drawings quoted therein.
- 16.6 Inspection will be arranged by the Staff of Transnet, as indicated in the Purchase Order(s).
- 16.7 When Goods are ready for inspection, the Supplier shall apply promptly to the appropriate authority for instructions regarding such inspection. All applications for inspection shall quote Transnet's Agreement or Purchase Order number. 7 [seven] Business Days' notice of readiness from the Supplier shall be given to the authorised inspector appointed by Transnet to carry out such inspection.
- 16.8 Transnet shall have the right to recover from the Supplier the cost of inspection of any Goods that have been rejected by its authorised inspector in terms of this clause 164.

## **17 DEFECTIVE GOODS**

- 17.1 Notwithstanding any certificate and/or receipt that may have been issued by or on behalf of Transnet either in South Africa or overseas, Goods will be accepted at the place of delivery or at the port of shipment, as specified in this Agreement, only as regards outward condition of packages and Transnet retains the right to reject the Goods supplied, on or after arrival at the place to which they are consigned, or after they have been placed in use in South Africa, should they be found defective.
- 17.2 If Goods are rejected owing to latent defects becoming apparent during machining operations or other preparation necessary on the part of Transnet before they can be put into use, the Supplier shall bear all expenses incurred by Transnet in carrying out such necessary operations.
- 17.3 If such Goods are rejected, the Supplier will pay the following costs:
  - a) for Goods purchased in South Africa on an ex works basis, the cost of transport from the Supplier's works in South Africa to the named destination where the Goods have been rejected by Transnet, plus handling charges and storage, if leviable; or
  - b) for Goods manufactured overseas, the Supplier shall pay all replacement costs including the overseas inland transport cost, freight and insurance charges incurred plus railage or other inland transport costs from the South African port to the place where the Goods have been rejected by Transnet, including handling charges, storage, landing charges, customs duty and surcharges, if leviable.

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- 17.4 If Transnet requires rejected Goods to be replaced, the Supplier shall, when called upon to do so, arrange prompt replacement of the Goods within the prescribed manufacturing lead times for such Goods, as indicated in Schedule 1.
- 17.5 If Goods are found to be defective but the defects are, in the opinion of Transnet, not of so serious a nature as to warrant total rejection of the Goods, the Supplier shall, when called upon to do so, remedy or make good such defects at its own cost, or Transnet may remedy or make good such defects at the request of the Supplier and recover from the Supplier all costs or expenses reasonably incurred by it in doing so.
- 17.6 Should the Supplier fail, when called upon to remedy or make good such defects within a reasonable time or to request Transnet to do so, Transnet may proceed to remedy or make good such defects and thereafter recover from the Supplier all such costs and expenses as aforementioned.
- 17.7 Any amount recoverable from the Supplier in terms of this clause may, without prejudice to any other legal remedies available to Transnet, be deducted in whole or in part from any monies in the hands of Transnet which are due for payment to the Supplier.

## **18 TOTAL OR PARTIAL FAILURE TO PERFORM**

18.1 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 Supplier, 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 Goods to be supplied have not been completed by that date, without incurring any liability by reason of such cancellation except as provided in this clause.

- 18.2 The Supplier shall thereupon, as soon as possible after such date, deliver to Transnet the Goods [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 Goods. Where an integral or essential part of the work has not been completed, the amount to be paid to the Supplier will be calculated on the basis of Transnet's enrichment. The Supplier shall, wherever practicable, supply Transnet with the necessary drawings and/or specifications to enable it to complete the work.
- 18.3 Whenever, in any case not covered by clause 18.1 above, the Supplier fails or neglects to execute the work or to deliver any portion of the Goods/Services as required by the terms of this Agreement or Purchase Order, or if any Goods/Services are rejected on any of the grounds mentioned in clause 175 [Defective Goods], 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 Goods/Services, and in such event, the supply of the remaining portion shall remain subject in all respects to these conditions.

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## 19 NON CONFORMANCE OF GOODS/SERVICES PROCURED

- 19.1 In the case of Goods manufactured for and procured by Transnet from the Supplier in terms of this Agreement, being found not to conform to the Transnet standards, specifications and requirements, Transnet at any time may be entitled to raise a Non Conformance Report (NCR) against a Supplier whose Goods do not conform to Transnet standards, specifications and requirements directing the Supplier to investigate and remedy the non-conformance within the stipulated time frame as may be determined by Transnet at its discretion.
- 19.2 Failure by the Supplier to fully comply with NCR within the period stated in sub-clause 26.1 above, shall entitle Transnet to further conditions to which the Supplier must discharge in order to close the NCR or to terminate the order without giving the Supplier written notice of termination in terms of this Agreement.

## 20 RIGHTS ON CANCELLATION

- 20.1 If this Agreement or Purchase Order is cancelled in whole or in part in terms of clause 186 [*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 Goods/Services in substitution for those neglected to be manufactured or supplied or rejected as aforesaid, and may recover from the Supplier the difference between the cost of such Goods/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 Supplier's/Service Provider's default.
- 20.2 Any amount which may be recoverable from the Supplier in terms of clause 20.1 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 Supplier .

## 21 BREACH AND TERMINATION

- 21.1 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.
- 21.2 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.
- 21.3 To the extent that any of the Deliverables and property referred to in clause 21.2 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.
- 21.4 In the event that this Agreement is terminated by the Service Provider under clause **Error! Reference source not found.** [Term and Cancellation], or in the event that a Work Order is terminated by Transnet under clause **Error! Reference source not found.**<sup>9</sup> [Breach and Consequences of Termination], Transnet will pay to the Service Provider all outstanding Fees

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[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.

- 21.5 If either Party [**the Defaulting Party**] commits a material breach of this Agreement and fails to remedy such breach within 7 [seven] 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.
- 21.6 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.
- 21.7 Transnet may terminate this Agreement at any time within 2 [two] months of becoming aware of a change of control of the Supplier by notice in writing to the Supplier . 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.
- 21.8 Notwithstanding this clause 219, Transnet may cancel this Agreement without cause by giving 30 [thirty] calendar days prior written notice thereof to the Supplier , or
- 21.9 The provisions of clauses 2 [Definitions], 142 [Warranties], 208 [Rights on Cancellation], 243 [Confidentiality], 275 [Limitation of Liability], 36 [Intellectual Property Rights], 319 [Dispute Resolution] and 35.1 [Governing Law] shall survive termination or expiry of this Agreement.

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

- 22.1 The Supplier is not allowed to cede its rights for payment in terms of this Agreement without prior written approval from Transnet. Cession shall only be applicable as follows:
- a) Cession must only be applicable to the transfer of right to payment for goods/services delivered/rendered by a Supplier to an FSP or State Institutions;
  - b) The written request for cession must be by the Supplier and not a third party; and
  - c) The written request by the Supplier must be accompanied by the cession agreement.
- 22.2 The Supplier 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.

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## **23 FORCE MAJEURE**

- 23.1 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.
- 23.2 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.

## **24 PROTECTION OF PERSONAL INFORMATION**

- a) The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Personal Information Act 4 of 2013 ("POPIA"):
- consent; person; personal information; processing; record; Regulator as well as any terms derived from these terms of the POPIA
- b) Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:
- Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- c) Transnet agrees that in submitting any information or documentation requested in the RFP and in this Agreement, the Supplier consents to the processing of their personal information for the purpose of, but not limited to, risk assessment, contract award, contract management, auditing, legal opinions/litigation, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
- d) The Parties agree that they may obtain and have access to personal information for the fulfilment of the rights and obligations contained herein. In performing the obligations as set out in this Agreement, the Parties shall at all times ensure that:
- i. they process personal information only for the express purpose for which it was obtained;
  - ii. once processed for the purposes for which it was obtained, all personal information will be destroyed to an extent that it cannot be reconstructed to its original form, subject to any legal retention requirements;
  - iii. Personal information is provided only to authorised personnel who strictly require the personal information to carry out the Parties' respective obligations under this Agreement;

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- 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.
- 24.1 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.
- 24.2 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.
- 24.3 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.
- 24.4 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.
- 24.5 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

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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.

24.6 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.

## 25 CONFIDENTIALITY

25.1 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;

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- 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.

25.2 The duties and obligations with regard to Confidential Information in this clause 253 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

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- 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.
- 25.3 This clause 253 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 Supplier 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.

## **26 INSURANCES**

- 26.1 Without limiting the liability of the Supplier under this Agreement, the Supplier shall take out insurance in respect of all risks for which it is prudent for the Supplier 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 Supplier .
- 26.2 The Supplier 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.
- 26.3 Subject to clause 26.4 below, if the Supplier fails to effect adequate insurance under this clause 264, 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 Supplier . The Supplier shall promptly reimburse Transnet for any premiums paid provided such insurance protects the Supplier 's liability. Transnet assumes no responsibility for such insurance being adequate to protect all of the Supplier 's liability.
- 26.4 In the event that the Supplier receives written notice from its insurers advising of the termination of its insurance cover referred to in clause 26.1 above or if the insurance ceases to be available upon commercially reasonable terms, the Supplier shall immediately notify Transnet in writing of such termination and/or unavailability, whereafter either the Supplier or Transnet may terminate this Agreement on giving the other Party not less than 30 [thirty] calendar days prior written notice to that effect.

## **27 LIMITATION OF LIABILITY**

- 27.1 The Supplier 's liability under this clause 275 shall be in addition to any warranty or condition of any kind, express or implied by law or otherwise, relating to the Goods/Services or ancillary Services, including the quality of the Goods/Services or ancillary Services or any materials delivered pursuant to this Agreement.
- 27.2 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

THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

- b) fraud or theft.
- 27.3 The Supplier 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 Supplier or its Personnel in connection with this Agreement. The Supplier 's liability arising out of this clause 27.3 shall be limited to direct damages.
- 27.4 Subject always to clauses 27.1 and 27.2 above, the liability of either the Supplier 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.
- 27.5 Subject to clauses 27.1 to 27.4 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.
- 27.6 If for any reason the exclusion of liability in clause 27.5 above is void or unenforceable, either Party's total liability for all loss or damage under this Agreement shall be as provided in clause 27.3 above.
- 27.7 Nothing in this clause 275 shall be taken as limiting the liability of the Parties in respect of clauses 243 [Confidentiality] and 286 [Intellectual Property Rights].

## **28 INTELLECTUAL PROPERTY RIGHTS**

### **28.1 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 Supplier 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 Supplier 's Background Intellectual Property shall remain vested in the Supplier .
- b) Transnet shall grant to the Supplier 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 Supplier to sub-license to other parties.
- c) The Supplier shall grant to Transnet an irrevocable, royalty free, non-exclusive licence to use the Supplier 's Background Intellectual Property for the Permitted Purpose. This licence shall not permit Transnet to sub-license to other parties.
- d) The Supplier shall grant Transnet access to the Supplier '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 Supplier from third parties and used in the supply of the Goods/Services.

THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

## 28.2 **Title to Intellectual Property**

- a) All right, title and interest in and to Foreground Intellectual Property prepared, conceived or developed by the Supplier , its researchers, agents and employees shall vest in Transnet and the Supplier acknowledges that it has no claim of any nature in and to the Foreground Intellectual Property. The Supplier 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 Supplier shall reasonably assist Transnet in attaining and maintaining protection of the Foreground Intellectual Property.
- c) Where the Foreground Intellectual Property was created by the Supplier 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 Supplier 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 Supplier for the assignment of any Foreground Intellectual Property from the Supplier to Transnet, over and above the sums payable in terms of this Agreement. The Supplier 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 Supplier 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.

## 28.3 **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 Supplier shall disclose promptly to Transnet all such improvements, developments, adaptations and/or modifications, inventions or discoveries. The Supplier 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 Supplier shall reasonably assist Transnet in attaining, maintaining or documenting ownership and/or protection of the improved Foreground Intellectual Property.

#### 28.4 **Unauthorised Use of Confidential Information**

The Supplier 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.

#### 28.5 **Unauthorised Use of Intellectual Property**

- a) The Supplier 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 Supplier 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 Supplier 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 Supplier 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.

### 29 **NON-WAIVER**

- 29.1 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.
- 29.2 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.

### 30 **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.

### 31 **DISPUTE RESOLUTION**

- 31.1 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.

THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

- 31.2 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.
- 31.3 Such dispute shall be finally resolved in accordance with the rules of AFSA by an arbitrator or arbitrators appointed by AFSA.
- 31.4 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 31.
- 31.5 This clause 319 is severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.
- 31.6 This clause 319 shall not preclude either Party from seeking urgent relief in a court of appropriate jurisdiction, where grounds for urgency exist.

**32 ADDRESSES FOR NOTICES**

32.1 The Parties to this Agreement select the physical addresses and fax numbers, 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 address or fax number, as may be, by written notice to the other:

a) **Transnet**

(i) For legal notices: Transnet Port Terminals  
 202 Anton Lembede Street  
 Durban, 4001  
 Attention: Legal Department

(i) For commercial notices: Transnet Port Terminals  
 202 Anton Lembede Street  
 Durban, 4001

b) **The Supplier**

(i) For legal notices: .....  
 .....  
 .....  
 Attention: .....

(ii) For commercial notices: .....  
 .....  
 .....  
 Attention: .....

32.2 Any notice shall be addressed to a Party at its physical address, or delivered by hand, or sent by fax or email.

32.3 Any notice shall be deemed to have been given:

- a) if hand delivered, on the day of delivery;

THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

- b) if faxed, on the date and time of sending of such fax, as evidenced by a fax confirmation printout, provided that such notice shall be confirmed by prepaid registered post on the date of dispatch of such fax, or, should no postal facilities be available on that date, on the next Business Day; or
- c) if sent by email, on the date and time received, provided that such notice shall be confirmed by prepaid registered post on the date of dispatch of such email, or, should no postal facilities be available on that date, on the next Business Day.

### **33 WHOLE AND ONLY AGREEMENT**

- 33.1 The Parties hereby confirm that this Agreement constitutes the whole and only agreement between them with regard to the subject matter of this Agreement.
- 33.2 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.

### **34 AMENDMENT AND CHANGE CONTROL**

- 34.1 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.
- 34.2 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 319 [*Dispute Resolution*].

### **35 GENERAL**

#### **35.1 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.

#### **35.2 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 Supplier 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 319 [*Dispute Resolution*] above.

THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

### **35.3 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.

### **36 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.

THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

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

For and on behalf of <b>TRANSNET SOC LTD</b> duly authorised hereto	For and on behalf of ..... duly authorised hereto
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date:
Place:	Place:

<b>AS WITNESS:</b> Name:	<b>AS WITNESS:</b> Name:
Signature:	Signature:

<b>AS WITNESS:</b> Name:	<b>AS WITNESS:</b> Name:
Signature:	Signature:



With reference to the Standard Terms and Conditions of Contract, Reference Number TPT/2022/08/0804/10650/RFP dated 06 February 2023, ("Contract") between Transnet SOC Ltd ("Transnet") and ..... (the "Supplier") pursuant to which you have agreed to supply certain goods to 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 Goods**

The scope of goods to be provided is the supply and delivery of one thousand six hundred and twenty (1 620) laptops and one thousand two hundred and seventy (1 270) desktops and one hundred and ninety-eight (198) all in one computer for Transnet SOC limited operating as Transnet Port Terminals hereinafter referred to as ("TPT") for the cape town, Durban, Richards bay (including Pendorring), Port Elizabeth (Lohathla), Ngqura, Saldahna and east london terminals as a once off supply. The details for the goods to be provided are as stipulated in clause 2 below.

**2. Scope of Goods**

**2.1 Deliverables**

Refer to T2.2.1 Scope of work

**3. Contract Manager/s & Personnel to provide the Goods**

<b>Transnet Contract Manager</b>	<b>Nivan Moodley</b>
Designation	IT Manager
Operating Division	Transnet Port Terminals
Address	202 Anton Lembede, Durban, 4001
Telephone	031 361 8238
Email	<a href="mailto:Nivan.Moodley@Transnet.net">Nivan.Moodley@Transnet.net</a>

<b>Service Provider's Account Manager</b>	
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 supply of the Goods by the Supplier pursuant to this Work Order, Transnet will pay to it an amount not exceeding R 0 000 000.00 (excluding/including VAT) as a once off supply

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

**SIGNED** for and on behalf of

**SIGNED** for and on behalf of

.....

**Transnet SOC Ltd**

Signature.....

Signature.....

Name.....

Name.....

Position.....

Position.....

Date.....

Date.....

**APPENDIX 1**

**Address for Notices**

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

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

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

**The Service Provider**

**Transnet**

Addressee:

Addressee:

.....

Transnet SOC Ltd

Attention: .....

Attention: Legal Counsel

Physical Address:

Physical Address:

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

202 Anton Lembede Street

Durban, 4001

Postal Address:

Postal Address:

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

P.O. Box 10124

Marine Parade

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: .....

I (*name*) .....

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

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

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

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

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

SIGNED at \_\_\_\_\_ on \_\_\_\_\_ 2023

(*Signature*) .....

in the presence of: -

Witness name: .....

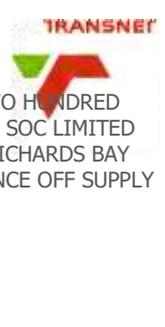
Witness Signature: .....

Witness address: .....  
.....

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/08/0804/10650/RFP

THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY



## **T2.2-5 NON-DISCLOSURE AGREEMENT**



**Note to tenderers: This Non-Disclosure Agreement is to be completed and signed by an authorised signatory:**

**THIS AGREEMENT** is made effective as of ..... day of ..... 20..... by and between:

**TRANSNET SOC LTD**

(Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Transnet Corporate Centre 138 Eloff Street , Braamfontein , Johannesburg 2000

**and**

.....  
(Registration No. ....), a private company incorporated and existing under the laws of South Africa having its principal place of business at  
.....  
.....

**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 Tender 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** (hereinafter Tender) 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 Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 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

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/08/0804/10650/RFP

THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY



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 Tender 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 Tender 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 Tender 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 Tender 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 Tender 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.

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

## T2.2-6: RFP DECLARATION FORM

NAME OF COMPANY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below:

*[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

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Indicate nature of relationship with Transnet:

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*[Failure to furnish complete and accurate information in this regard may lead to the disqualification of your response and may preclude a Respondent from doing future business with Transnet]*

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of **T2.2-XX** "Service Provider Integrity Pact".

For and on behalf of ..... duly authorised thereto
Name:
Signature:
Date:

**IMPORTANT NOTICE TO TENDERERS**

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet’s Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet’s website [www.transnet.net](http://www.transnet.net).

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/08/0804/10650/RFP

THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.



THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

## T2.2-7: Record of Addenda to Tender Documents

This schedule as submitted confirms that the following communications received from the Purchaser before the submission of this tender offer, amending the tender documents, have been taken into account in this specific tender offer:

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Attach additional pages if more space is required.



THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

## T2.2-8: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: \_\_\_\_\_

I / We \_\_\_\_\_ do hereby certify that ***I/we have/have not been*** found guilty during the preceding 5 (five) years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Tenderer is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.

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

NATURE OF BREACH:

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DATE OF BREACH:

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

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

---

SIGNATURE OF TENDER

## T2.2-9 : Supplier Code of Conduct

Transnet SOC Limited aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support. These are:

- The Transnet Procurement Policy – A guide for Tenderers.
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (BBBEE)
- The Prevention and Combating of Corrupt Activities Act (PRECCA); and
- The Construction Industry Development Board Act (CIDB Act).

This code of conduct has been included in this contract to formally appraise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

### ***Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices***

Transnet is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

#### ***1. Transnet SOC Limited will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.***

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:

- Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
- Gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

**2. *Transnet SOC Limited is firmly committed to the ideas of free and competitive enterprise.***

- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices.
- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

**3. *Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.***

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
  - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
  - Collusion;
  - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
  - Corrupt activities listed above; and
  - Harassment, intimidation or other aggressive actions towards Transnet employees.

THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

### ***Conflicts of Interest***

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet SOC Limited.

- Doing business with family members.
- Having a financial interest in another company in our industry

Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then Transnet reserves its right to review doing business with these suppliers.

I, \_\_\_\_\_ of \_\_\_\_\_  
*(insert name of Director or as per Authority Resolution from Board of Directors)* *(insert name of Company)*

hereby acknowledge having read, understood and agree to the terms and conditions set out in the "Transnet Supplier Code of Conduct."

Signed this on day \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
Signature

TRANSNET PORT TERMINALS  
TENDER NUMBER: TPT/2022/08/0804/10650/RFP



THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

## **T2.2-10 Service Provider Integrity Pact**

**Important Note: All potential tenderers must read this document and certify in the RFP Declaration Form that that have acquainted themselves with, and agree with the content.**

**The contract with the successful tenderer will automatically incorporate this Integrity Pact and shall be deemed as part of the final concluded contract.**

### **INTEGRITY PACT**

Between

#### **TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

The Contractor (hereinafter referred to as the "Tenderer/Service Providers/Contractor")



## **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 Tenderers/Service Providers/Contractors.

In order to achieve these goals, Transnet and the Tenderer/Service Provider/Contractor hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Tenderer's/Service Provider's/Contractor'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 Tenderers/Service Providers/Contractor's 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 Tenderer/Service Provider/Contractor 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 Tenderers/Service Providers/Contractors 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 Tenderer, either for themselves or for any person, organisation or third



party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

### **3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER**

- 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 Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor 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 tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
  - b) The Tenderer/Service Provider/Contractor 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 tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor 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 Tenderer/Service Provider/Contractor 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 tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish



the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor 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 Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor 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 TENDERING**

4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

- a) has been requested to submit a Tender in response to this Tender invitation;
- b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
- c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.

4.2 The Tenderer has arrived at his submitted Tender 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 tendering.

4.3 In particular, without limiting the generality of paragraph 5 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 Tender;
- e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
- f) tendering with the intention of not winning the Tender.

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 tender relates.



- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders 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.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 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 Tenderer/Service Provider /Contractor from future tendering 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 Tenderer/Service Provider/Contractor 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 Tenderer/Service Provider/Contractor 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 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 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 Tender shall be awarded to a Tenderer 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 Tenderer should it be established, at any time, that a tenderer 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 (CPM included) 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 Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.



- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
  - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
  - c) has carried out any contract resulting from such Tender 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) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
  - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for



blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

## **7 PREVIOUS TRANSGRESSIONS**

- 7.1 The Tenderer/Service Provider/Contractor 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 Tenderer's/Service Provider's/Contractor's database or any tendering process.
- 7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the 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 Tenderer/Service Provider/Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/Service Provider/Contractor may continue;
  - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service Provider/Contractor;
  - c) Recover all sums already paid by Transnet;
  - d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer/Service Provider/Contractor, in order to recover the payments, already made by Transnet, along with interest;
  - e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and
  - f) Exclude the Tenderer/Service Provider/Contractor from entering into any Tender with Transnet in future.

## **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 tendering / 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 Tender committee member or any person involved in the sourcing process must be declared in a prescribed form.

9.3 If a Tenderer/Service Provider/Contractor 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 Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:

- 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 Tenderer/Service Provider/Contractor 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 Tenderer/Service Provider/Contractor.

## 10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, 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 blacklisting 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 Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender 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 tendering 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 Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor 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.

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I ..... duly authorised by the tendering entity, hereby certify that the tendering entity are **fully acquainted** with the contents of the Integrity Pact and further **agree to abide by it** in full.

Signature .....

Date .....



THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

## **T2.2-11: Storage Capacity**

### **Note to tenderers:**

The Tenderer is required to demonstrate to the Purchaser that he has sufficient current and/or future storage capacity to accommodate Purchaser's requirements as detailed in the Pricing Data and Goods Information, (Proof of Ownership or Rental/Lease Agreement of premises)

#### **Index of documentation attached to this schedule:**

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**T2.2-13: RFP DECLARATION FORM**

NAME OF COMPANY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below:

*[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Indicate nature of relationship with Transnet:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*[Failure to furnish complete and accurate information in this regard may lead to the disqualification of your response and may preclude a Respondent from doing future business with Transnet]*



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

- 6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
- 7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
- 8. We have acquainted ourselves and agree with the content of T2.2-XX "Service Provider Integrity Pact".

For and on behalf of  .....  duly authorised thereto
Name:
Signature:
Date:

**IMPORTANT NOTICE TO TENDERERS**

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet’s Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet’s website [www.transnet.net](http://www.transnet.net).

THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY



- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.



THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

## T2.2-14: Compliance to Specifications (Annexure A)

### ELIGIBILITY CRITERIA

By signing this returnable document the bidder is confirming that they comply to the specifications as provided in Annexure A

This returnable document must be accompanied by a confirmation letter on company letterhead confirming compliance to SOW

Score	Compliance to specifications
<b>NO</b>	The Tenderer failed to address the question / issue. Has not submitted the required information.
<b>YES</b>	The tenderer has confirmed the compliance to specification

Signed

Date

\_\_\_\_\_

\_\_\_\_\_

Name

Position

\_\_\_\_\_

\_\_\_\_\_

Tenderer

\_\_\_\_\_



THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

**T2.2-15: OEM Certification**

**ELIGIBILITY CRITERIA**

**OEM certification from enterprise business partner to be attached to tender**

By signing this document, the tenderer confirms that they have the OEM certification from enterprise partner

This returnable must be accompanied by a Confirmation letter from the OEM confirming business partner status or certificate from OEM confirming business partner status

<b>Score</b>	<b>OEM Certification</b>
<b>NO</b>	The Tenderer failed to address the question / issue. Has not submitted the required information.
<b>YES</b>	The tenderer submitted Confirmation letter from the OEM confirming business partner status or certificate from OEM confirming business partner status

Signed \_\_\_\_\_ Name \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_

Tenderer \_\_\_\_\_



THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

## T2.2-16 : Enterprise Business Range Product

### ELIGIBILITY CRITERIA

**The tenderer must supply enterprise business range products and not consumer range products, model numbers to be supplied**

By signing this document, the tenderer confirms that they will supply enterprise business range products and not consumer ranger products

This returnable must be accompanied by a Confirmation letter confirming TPT order number which will comprise of a single OEM Vendor across entire order

Score	Enterprise Business Range Products
NO	The Tenderer failed to address the question / issue. Has not submitted the required information.
YES	The tenderer submitted Confirmation letter confirming they will supply enterprise business range products and not consumer ranger products

Signed

Date

\_\_\_\_\_

\_\_\_\_\_

Name

Position

\_\_\_\_\_

\_\_\_\_\_

Tenderer

\_\_\_\_\_



THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

## T2.2-17 : Single vendor product across entire order

<b>ELIGIBILITY CRITERIA</b>
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The bidder must supply single vendor product across entire order

This returnable must be accompanied by a confirmation letter confirming TPT order number which will comprise of a single OEM Vendor across entire order

By signing this returnable, the bidder confirms to supply a single OEM vendor across entire order

Score	Enterprise Business Range Products
<b>NO</b>	The Tenderer failed to address the question / issue. Has not submitted the required information.
<b>YES</b>	The tenderer submitted Confirmation letter confirming TPT order number which will comprise of a single OEM Vendor across entire order

Signed

Date

\_\_\_\_\_

\_\_\_\_\_

Name

Position

\_\_\_\_\_

\_\_\_\_\_

Tenderer

\_\_\_\_\_



THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

## T2.2-18: Proof of having provided similar services

**ELIGIBILITY  
CRITERIA**

**The tenderer must submit proof of having provided a similar service (quantum of supply to be at least 500 units) in the last 3 years**

By signing this document, the tenderer confirms that they have supplied similar services in the last three (3) years

This returnable document must be accompanied by a letter of references from at least 3 (three) companies that the bidder has supplied laptops and desktops to and reference company provided, to show proof thereof

<b>Score</b>	<b>Proof of having provided similar services</b>
<b>NO</b>	The Tenderer failed to address the question / issue. Has not submitted the required information.
<b>YES</b>	The tenderer submitted Confirmation letter confirming references from at least 3 (three) companies that the bidder has supplied laptops and desktops to and reference company provided, to show proof thereof

Signed

Date

\_\_\_\_\_

\_\_\_\_\_

Name

Position

\_\_\_\_\_

\_\_\_\_\_

Tenderer

\_\_\_\_\_



THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

**T2.2-19: DELIVERY LEAD TIME**

**Mandatory Returnable**

The Tenderer must submit a holistic programme for the Supply and Delivery of the laptops and desktops indicating the duration/ lead time of each item/ component. The Purchasers preferred lead time for the majority of the components is less than three (3) months.

The programme must be in the form of a Gantt or Bar chart, clearly indicating key dates for progress measurements and/or payments due. A 'MSP - Microsoft Projects' project schedule with key delivery milestones is preferred.

**The scoring principle for delivery lead time will be as follows:**

Score	Delivery Lead Time
0	> 90 days lead time delivery from receipt of PO
70	>60 and <=90 days lead time delivery from receipt of PO
80	>50 and <= 60 days lead time delivery from receipt of PO
100	> 45 and <=50 days, lead time delivery from receipt of PO

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer: \_\_\_\_\_

## T2.2-20 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.
2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any tender/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.
3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer
5. The Tenderer has arrived at the accompanying Tender 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 Tendering.
6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:



THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

- a) prices;
  - b) geographical area where 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 Tender;
  - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
  - f) Tendering with the intention not winning the tender.
7. 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 Services to which this tender relates.
8. The terms of the accompanying tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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. In addition, Tenderers that submit suspicious tenders 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.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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SIGNATURE OF TENDERER



THE SUPPLY AND DELIVERY OF ONE THOUSAND SIX HUNDRED AND TWENTY (1 620) LAPTOPS AND ONE THOUSAND TWO HUNDRED AND SEVENTY (1 270) DESKTOPS AND ONE HUNDRED AND NINETY-EIGHT (198) ALL IN ONE COMPUTER FOR TRANSNET SOC LIMITED OPERATING AS TRANSNET PORT TERMINALS HEREINAFTER REFERRED TO AS ("TPT") FOR THE CAPE TOWN, DURBAN, RICHARDS BAY (INCLUDING PENDORING), PORT ELIZABETH (LOHATHLA), NGQURA, SALDAHNA AND EAST LONDON TERMINALS AS A ONCE OFF SUPPLY

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## **T2.2-25: Three (3) years audited financial statements**

Attached to this schedule is the last three (3) years audited financial statements of the single tenderer/members of the Joint Venture.

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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**T2.2-22 Technical scorecard**

**DESCRIPTION OF GOODS : Supply and delivery of 1620 Laptops, 1270 Desktops and 198 All in One (AIO) Computers for Transnet SOC Limited operating as Transnet Port Terminals hereinafter referred to as ("TPT") for the Cape Town, Durban, Richards Bay (including Pendorring), Port Elizabeth (Lohathla), Ngqura, Saldanha and East London terminals as a once off supply**

<b>Returnable Schedule</b>	<b>Criteria</b>	<b>Weighting</b>
<b>T2.2 -16</b>	i.e confirmation letter on company letterhead confirming compliance to SOW	Y/N
<b>T2.2-17</b>	Confirmation letter from the OEM confirming business partner status or certificate from OEM confirming business partner status	Y/N
<b>T 2.2 - 18</b>	Confirmation letter from the OEM confirming compliance of Enterprise range of laptops (to include model number)	Y/N
<b>T 2.2 - 19</b>	Confirmation letter confirming TPT order number which will comprise of a single OEM Vendor across entire order	Y/N
<b>T 2.2 - 20</b>	Letter of References from at least 3 (three) the companies that the bidder has supplied laptops and desktops to and reference company provided, to show proof thereof	Y/N
<b>T2.2 - 15</b>	0 points ; > 90 days lead time delivery from receipt of PO 70 points ; >60 and <=90 days lead time delivery from receipt of PO 80 points; >50 and <= 60 days lead time delivery from receipt of PO 100 points; > 45 and <=50 days, lead time delivery from receipt of PO	100
		<b>100</b>