

Transnet Port Terminals

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

REQUEST FOR PROPOSAL [RFP] No TPT/2026/03/0218/3443/RFP

**FOR THE PROVISION OF: EMPLOYEE TRANSPORTATION SERVICES FOR TRANSNET SOC LTD
(1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS
(HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF NGQURA
AND PORT OF PORT ELIZABETH FOR A PERIOD OF TWO YEARS**

ISSUE DATE: 11 August 2026

COMPULSORY BRIEFING: 17 August 2026 @10:00 am

CLOSING DATE: 28 August 2026

CLOSING TIME: 12:00 pm

SUBMISSION TO: Transnet e-tender submission portal – see SBD 1 for details

ANNEXURE A: NCT SHIFTS
ANNEXURE B: PE TERMINAL SHIFTS
ANNEXURE C: MPT FINGER JETTY
ANNEXURE D1: SOW
ANNEXURE D2: PRICING SCHEDULE
ANNEXURE E1: TRANSNET MASTER AGREEMENT & SLA
ANNEXURE E2: CONTRACT PENALTIES
ANNEXURE F: TRANSNET'S SUPPLIER INTEGRITY PACT
ANNEXURE G: NON-DISCLOSURE AGREEMENT

ANNEXURE H: GENERAL BID CONDITIONS

COMPULSORY BRIEFING MS TEAMS LINK:

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/326260484033468?p=C91ytP8SnoJPQpEBol>

Meeting ID: 326 260 484 033 468

Passcode: SU2u7vQ6

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/2026/03/0218/344/RFP	ISSUE DATE:	11/08/2026	CLOSING DATE:	28/08/2026	CLOSING TIME:	12:00PM
DESCRIPTION	EMPLOYEE TRANSPORTATION SERVICES FOR TRANSNET SOC LTD (1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF NGQURA AND PORT OF PORT ELIZABETH FOR A PERIOD OF TWO YEARS						

BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS

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:
 - a) Log on to the Transnet eTenders management platform website/ Portal (transnetetenders.azurewebsites.net)
 - b) Click on "ADVERTISED TENDERS" to view advertised tenders;
 - c) Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all mandatory information is completed) OR;
 - d) to sign in if already registered;
 - e) Toggle (click to switch) the "Log an Intent" button to submit a bid;
 - f) Submit bid documents by uploading them into the system against each tender selected.
 - g) Respondents are to submit bid documents by uploading them onto the Transnet system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted.
 - h) Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.
 - i) No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net
 - j) Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
 - k) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.
 - l) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.
 - m) A detailed bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

BIDDING PROCEDURE/TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON		Ezekhaya Sojezi			
TELEPHONE NUMBER		043 7002130			
FACSIMILE NUMBER					
E-MAIL ADDRESS		Ezekhaya.sojezi@transnet.net			
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					
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.					
	TCS PIN		OR	CSD No	
SUPPLIER COMPLIANCE STATUS	☐ Yes ☐ No		BBEEE STATUS LEVEL SWORN AFFIDAVIT		
If Yes, Who was the Certificate issued by?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	☐	A REGISTERED AUDITOR			
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]					
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER QUESTIONNAIRE BELOW]	
Signature of the Bidder			Date:		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE BIDDER HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ 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

1. TAX COMPLIANCE REQUIREMENTS

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 1.7 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. ONLY FOREIGN SUPPLIERS WITH NO LOCAL REGISTERED ENTITY NEED NOT REGISTER ON THE CSD. THE CSD CAN BE ACCESSED AT [HTTPS://SECURE.CSD.GOV.ZA/](https://secure.csd.gov.za/).

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE: _____

SECTION 2: NOTICE TO BIDDERS

1 Responses to RFP

Responses to this RFP [**Proposals**] must not include documents or reference relating to any other proposal. Any additional conditions that the bidder wants to bring to the attention of Transnet must be embodied in an accompanying letter.

2 Formal Briefing

A compulsory RFP briefing will be conducted on MS Teams on the **17th August 2026, at 10:00am** for a period of ± 2 hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

- **The MS Teams attendance register and/or section 9 attendance certificate will be used as proof of attendance which is required for a compulsory RFP briefing.**
- **Respondents who fail to attend the mandatory RFP briefing on MS Teams will be disqualified. The register will serve as evidence of attendance. While waiting in the lobby to be admitted to the meeting, bidders will be required to provide their company details, including the name of the company, the details of one representative, the company email address, and the company telephone/cellphone number.**

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/326260484033468?p=C91ytP8SnoJPQpEBol>

Meeting ID: 326 260 484 033 468

Passcode: SU2u7vQ6

3 Communication (Clarifications and Complaints)

3.1 Specific queries relating to this RFP before the closing date of the RFP should be submitted to Ezekhaya

Sojezi before **12:00 pm on 24th August 2026**. In the interest of fairness and transparency

Transnet's response to such a query will then be made available to other bidders.

3.2 Specific complaints relating to this RFP before or after the closing date should be formally submitted by emailing to groupscmcomplaints@transnet.net. Once the complaint has been submitted, the Transnet SCM Complaints office will acknowledge your complaint and send you a complaint form for completion.

3.3 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.

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

3.5 The outcome of the process will be communicated, via email, to all bidders as soon as the process is concluded. Should a bidder not receive any communication from Transnet 30 days after the expiry of the validity period of this bid, the bidder can consider its bid not being successful.

All unsuccessful bidders have a right to request Transnet to furnish reasons for their bid not being successful.

This requested must be directed to the contact person stated in the SBD 1 form

4 Legal Compliance

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

5 Employment Equity Act

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

6 Changes to Proposals

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

7 Binding Offer

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

8 Disclaimers

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 a Proposal in response to it. Please note that Transnet reserves the right to:

- modify the RFP's goods / service(s);
- award only a portion of the proposed goods / services which are reflected in the scope of this RFP;
- split the award of the order/s between more than one Supplier/Service Provider as may be explicitly articulated in the conditions or objective criteria to this RFP **-NB This RFP will be split based on prices per terminal.**

- **Methodology of Split:** Through this procurement event, Transnet intends to award business to a maximum of two bidders ("split award") in order to reduce the risk of operational disruptions due to non-performance and capacity issues and to encourage supplier rotation. The award will be split into two terminals Port of Ngqura and Port of Port Elizabeth (which will include finger Jetty) .

-Split guidelines are as follows:

-Port of Port Elizabeth which includes Finger Jetty -The highest ranked bidder will be awarded.

-Port Of Ngqura- The bid will be awarded to the highest ranked bidder. However, if the highest-ranked bidder is the same as the highest-ranked bidder for the Port of Port Elizabeth, the bid will be awarded to the second-ranked bidder for the Port of Ngqura.

-The estimated allocation of the estimated contract value is as follows:

-36% Port of Ngqura

-64% Port of Port Elizabeth (incl Finger Jetty)

-Transnet reserves the right not to split the award as envisaged if such split would lead to conflict with the principles of cost-effectiveness.

- cancel the RFP process;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were notified of their bid being unsuccessful. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price.
- Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.

9 Specification/Scope of Work

Please refer to **Annexure D1 for Scope of Work.**

10 Legal review

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

11 Security clearance

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

WHEN MAKING BID SUBMISSIONS

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

TIP-OFFS ANONYMOUS:


Ethics Helpdesk (Pty) LTD.
Ethics Management System™

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**

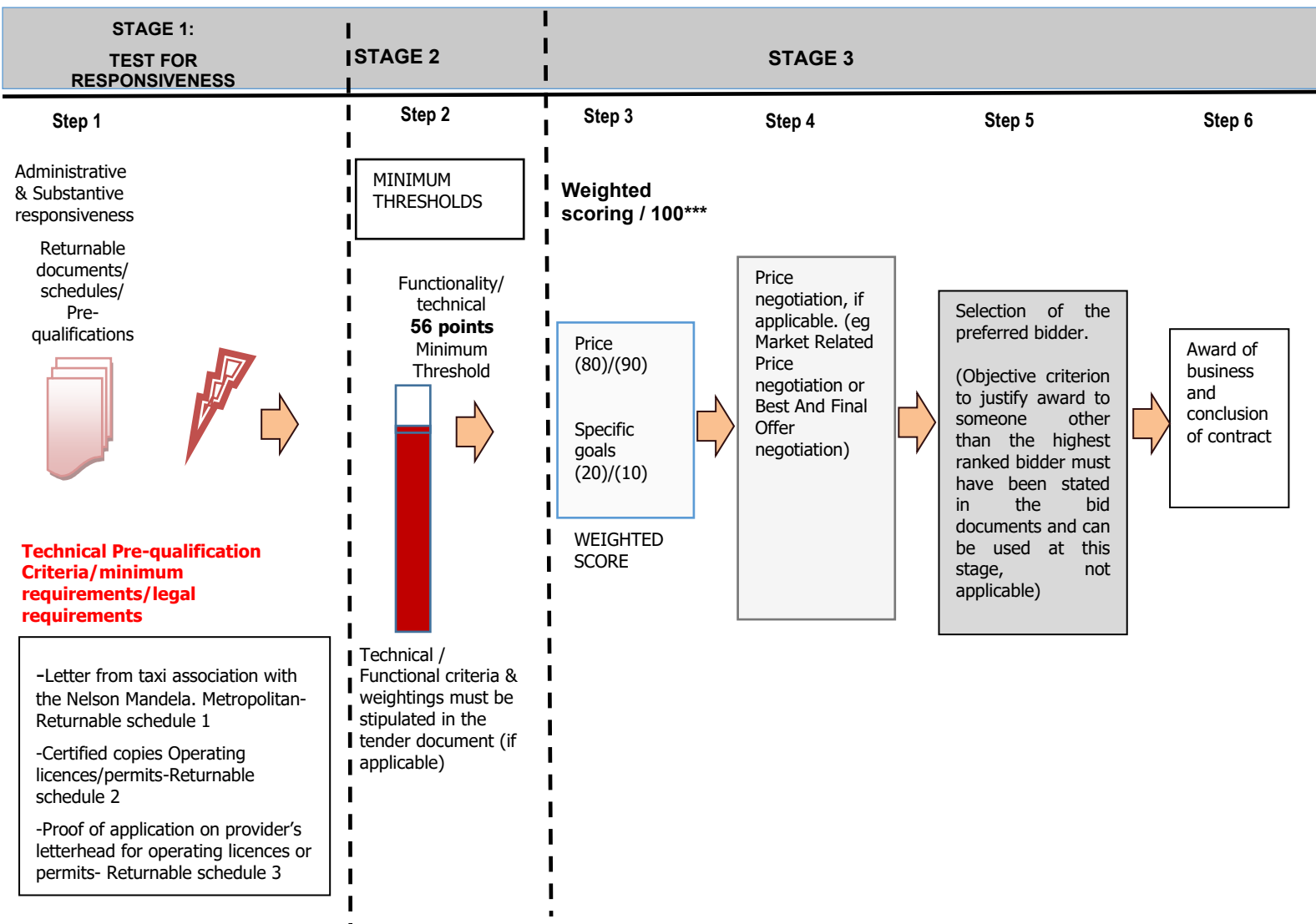
 ***120*0785980808#**

SECTION 3

EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

1 Evaluation Criteria

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



Respondent's Signature

Date & Company Stamp

1.1 STEP ONE: Test for Administrative and Substantive Responsiveness

The test for administrative and substantive responsiveness will include the following:

Administrative & Substantive responsiveness check	RFP Reference
Whether the Bid has been lodged on time	<i>Section 1-SBD 1</i>
Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	<i>Section 3</i>
Verify the validity of all returnable documents	<i>Section 3</i>
Verify if the Bid document has been duly signed by the authorised respondent	<i>All sections</i>
Whether any general and legislation qualification criteria set by Transnet, have been met	<i>All sections</i>
Whether the Bid contains a priced offer	<i>Section 4 – Pricing Schedule Form</i>
Whether the Bid materially complies with the scope and/or specification given	<i>All Sections</i>
- Whether any Technical Pre-qualification Criteria mandatory requirements have been met as follows: - Letter from the Taxi Association with the Nelson Mandela Metropolitan. The letter must be written in the Association letter heads stamped and signed by Chairman or Secretary. - The Service provider shall be required to provide TPT certified copies of their operating licenses/ permits for each vehicle upon submission of tender documentation. - Proof of the application accompanied with confirmation on the service provider's letterhead that it will provide TPT with certified copies for the said operating licenses or permits within 1 month after notification of award of business.	<i>Section 10–</i> <i>Returnable schedule 1</i> <i>Returnable schedule 2</i> <i>Returnable schedule 3</i>

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

1.2 STEP TWO: Minimum Threshold 56 points for Technical Criteria

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

Technical Evaluation Criteria	Points Weightings	Scoring guideline
Past Experience- Has the service provider been in the business of providing Staff Transportation Services for a minimum of (5) five years and transporting greater or equal to 200 persons and not less than 130 persons One or more written reference letters of successfully rendered services for similar projects by the respondent's client which shall be used to verify the respondent's past performance. The references must specifically set out the following: i) the number of years/months that the respondents have provided services relating to the Transportation of personnel, client's contactable reference, letter must be on the client's company letter head and must be signed. ii) stipulating the number of staff transported greater or equal to 200 persons and not less than 130 persons.	35 points	1) Relevant reference letter(s) stipulating cumulative experience = 5 years and above transporting 200 and above staff = 35 points. 2) Relevant reference letter(s) stipulating cumulative experience = 5 years transporting 180-199 staff = 30 points 3) Relevant reference letter(s) stipulating cumulative experience = 5 years transporting 150-179 staff = 20 points 4) Relevant reference letter(s) stipulating cumulative experience = 5 years transporting 140-149 staff = 15 points 5) Relevant reference letter(s) stipulating cumulative experience = 5 years transporting 130-139 staff = 10 points. Failure to Submit or Less than 5 years' experience and below 130 staff gets = 0 points
Vehicles: Owned / Leased Vehicles :12 x 22-Seater and 8 x 15-Seater Evidence: Certified copy of current vehicle licenses or disk in respect of each vehicle not older than 1 year	25	1) <i>Certified copies of total vehicle licenses for intended terminal = 25 points.</i> 2) <i>Outstanding copies of vehicle licenses = 0 points</i>
Intention to lease/ Purchase: Vehicles :12 x 22-Seater and 8 x 15-Seater Evidence: A letter of confirmation with the source's letterhead stating the following: a) intends to enter into a lease or sale agreement for the required vehicles with the service provider.		1) Source document stating all information for total vehicles for intended terminal = 25 points 2) Source document not stating all information or no source document = 0 points

Technical Evaluation Criteria	Points Weightings	Scoring guideline
b) a description of the vehicles to be leased or purchased including make and model. c) the quantity of vehicles to be leased or purchased. d) the seating capacity of the vehicles to be leased or purchased. e) Availability of the vehicles to support a two-week contract readiness period. • The bidder must ensure that all the above-mentioned information (a-e) is captured in the document from the source. • Should any information be outstanding, then the document will NOT be considered for evaluations.		
The service provider shall have C1 Drivers as per below: The service provider shall have C1 Drivers as per below: 32 Drivers Evidence: # Certified copy of valid Code C1 or higher driver's licenses and valid PrDP's in respect of each driver	20	(Containers): 32 Drivers 1) > 32 certified copies of Code C1 Driver's Licenses and valid PrDP's submitted = 20 points 2) 26 - 31 certified copies of Code C1 Driver's Licenses and valid PrDP's = 15 points 3) 16 - 25 certified copy of Code C1 Driver's Licenses and valid PrDP's = 10 points 4) 0 - 15 certified copies of Code C1 Driver's Licenses and valid PrDP's = 0 points
Total Weighting:	80	
Minimum qualifying score required:	56 Points	

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

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

1.3 STEP THREE: Evaluation and Final Weighted Scoringa) **Price Criteria** [Weighted score 80 /90 points]:

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

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

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{OR} \quad PS = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

 Ps = Score for the Bid under consideration Pt = Price of Bid under consideration $Pmin$ = Price of lowest acceptable Bidb) **Specific Goals** [Weighted score 20/10 point]

- Specific goals preference points claim form
- Preference points will be awarded to a bidder for attaining the specific goals requirements accordance with the table indicated in Section 4 table 4.1 of the specific goals Claim Form.

1.4 STEP FOUR: Price 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 Price negotiations 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.
 - Transnet may also enter into price negotiations to get a Best and Final Offer from the preferred bidder or a number of shortlisted bidders (add the details of the BAFO process as per the manual)
- 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 price negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

1.5 STEP FIVE: Objective Criteria (if applicable)

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

- Skills Transfer and Capacity Building for Transnet;
- Impact on Transnet's Return On Investment;
- Rotation of Suppliers to promote opportunities for other suppliers, by overlooking a supplier that has been awarded business repeatedly overtime, in the same commodity, in order to benefit other suppliers in the market;
- the tenderer:
 - is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
 - cannot, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
 - has no legal capacity to enter into the contract
- is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- does not comply with the legal requirements, if any, stated in the tender data and
- is unable, in the option of the employer to perform the contract free of conflicts of interest.
- all risks identified during a risk assessment exercise/probity check (which may be conducted by an authorised third party) that would be done to assess all risks, including but not limited to:
 - the financial stability of the bidder based on key ratio analysis, which would include, but not be limited to Efficiency, Profitability, Financial Risk, Liquidity, Acid Test, and Solvency;
 - A commercial relationship with a Domestic Prominent Influential Person (DPIP) or Foreign Prominent Public Official (FPPO) or an entity of which such person or official is the beneficial owner; and
 - Reputational and brand risks.

1.6 STEP SIX: Award of business and conclusion of contract

- Immediately after approval to award the contract has been received, the successful or preferred bidder(s) will be informed of the acceptance of his/their Proposal by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s). where applicable
- Alternatively, the acceptance of a letter of award by the Successful Respondent. will constitute the final contract read together with their RFP response and the Standard Terms and Conditions. This will be stated in the letter of award.

1.7 Validity Period

Transnet requires a validity period of 180 One hundred and eighty Business Days from the closing date of this RFP, excluding the first day and including the last day.

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

1.8 Disclosure of contract information

Prices Quoted

Respondents are to note that, on award of business, Transnet is required to publish the outcome of the RFP and information of the successful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 09 of 2022/2023.

Johannesburg Stock Exchange Debt Listing Requirements

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

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

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

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

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

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

Returnable Document

1						
2						
3						

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

1.9 Returnable Documents

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

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

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

a) Mandatory Returnable Documents

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

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 10: Returnable Schedule 1-3 Technical Pre-Qualification	
SECTION 4 : Pricing Schedule Form	

b) Returnable Documents Used for Scoring

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

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
Valid proof of Respondent's compliance to Specific Goal requirements stipulated in Section 6 of this RFP (Valid B-BBEE certificate or Sworn- Affidavit as per DTIC guidelines)	
Respondent's valid proof of evidence to claim points for compliance with Specific Goals' requirements as stipulated in <i>Section 6</i> of this RFP	
Returnable Schedule 4- Experience reference letter	
Returnable Schedule 5- vehicles: owned/leased	
Returnable Schedule 6- Intention to lease/Purchase	
Returnable Schedule 7-Availability of driver's licence	

c) Essential Returnable Documents:

Respondents are further required to submit the following **Essential Returnable Documents with their RFP** and to confirm submission of these documents by so indicating [Yes or No] in the table below:

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement.	
SBD 1: SBD 1 Form	
SECTION 5: RFP DECLARATION CERTIFICATE OF ACQUAINTANCE & BREACH OF LAW FORM WITH RFP	
SECTION 6: SPECIFIC GOALS POINTS CLAIM FORM	
SECTION 8: PROTECTION OF PERSONAL INFORMATION	
SECTION 9: CERTIFICATE OF ATTENDANCE OF COMPULSORY RFP BRIEFING (Refer to paragraph 2, for further details on the compulsory briefing)	
CSD Registration report	
Certified copies of Director's ID's	
Valid Tax Compliance Status (TCS) Pin	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, 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.

Respondent's Signature

Date & Company Stamp

SECTION 4

PRICING SCHEDULE FORM

I/We _____
hereby offer to supply the goods/services at the prices quoted on the completed pricing schedule of
Transnet , in accordance with the conditions related thereto.

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

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

I/We accept that unless Transnet should otherwise decide and so inform me/us, 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. I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Proposals afresh and/or having to accept any less favourable offer.

Price Schedule

I/We Acknowledge that pricing schedule for goods and/or services will be completed in line with the scope of work requirements. Please refer to Annexure D2

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

Notes to Pricing:

- 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-
 - negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
 - 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;
 - 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.
- All Prices must be quoted in South African Rand, inclusive of VAT
- Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.

- e) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

SECTION 5**RFP DECLARATION CERTIFICATE OF ACQUAINTANCE & BREACH OF LAW FORM WITH RFP**

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 will recognise no claim for relief based on an allegation that the Respondent overlooked any such term or condition or failed properly to take it into account in calculating tendered prices or any other purpose:

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

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

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the 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 the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim or cause of action based on an allegation that any aspect of this 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 this Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and/ or complete in every respect.

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 all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.

4. At no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
5. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity Pact which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
6. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner;
7. We 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
8. If such a relationship as indicated in paragraph 7, 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.

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

BIDDER'S DISCLOSURE (SBD4)**12 PURPOSE OF THE FORM**

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

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

13 Bidder's declaration

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

YES/NO

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

Full Name	Identity Number	Name of State institution

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

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

interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

13.3.1. If so, furnish particulars:

.....
.....

14 DECLARATION

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

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

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

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

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

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

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

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

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

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.

15 BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this ____ day of _____ 20__

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

SECTION 6: SPECIFIC GOALS 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 specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000.

1. GENERAL CONDITIONS

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

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

1.2 Either the 80/20 or 90/10 preference point system will apply.

1.3 The 80/20 or 90/10 preference point system will be applicable to this tender.

1.4 Preference points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contribution.
- (c) Any other specific goal determined in Transnet preferential procurement policy.

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

	POINTS	POINTS
PRICE	80	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR		
B-BBEE Level 1 or 2	5	3
Black Owned EME/QSE (51% BO)	5	3
Promotion of province/region/municipal - Eastern Cape, Nelson Mandela Bay Metropolitan Municipality.	10	4
Total points for Price and Specific Goals must not exceed	100	100

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

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

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment

insurance fund contributions and skills development levies;

- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"** means:
 - 1) B-BBBEE status level certificate issued by an unauthorised body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise in terms of a Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80/90 points is allocated for price on the following

basis:

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{OR} \quad PS = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

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

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points

Selected Specific Goal	Number of points allocated (80/20)	Number of points allocated (90/10)
B-BBEE Level of contributor (1 or 2)	5	3
Black Owned EME/QSE (51% BO)	5	3
Promotion of province/region/municipal-Eastern Cape, Nelson Mandela Bay Metropolitan Municipality.	10	4
Non-Compliant and/or B-BBEE Level 3-8 contributors	0	0

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

4.1 In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, preference points must be awarded to a bidder for providing evidence in accordance with the table below:

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area.- Eastern Cape, Nelson Mandela Bay Metropolitan Municipality.	CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and Proof Registered address of entity

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn-Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn- affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME³	Sworn-Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 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

- 6.1 B-BBEE Status Level of Contribution: . =(maximum of 20/10 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.....
- iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....
- 8.2 VAT registration number:.....
- 8.3 Company registration number:.....
- 8.4 **TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium

- ☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

WITNESSES

1.
2.

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

SECTION 8

PROTECTION OF PERSONAL INFORMATION

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

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

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

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

Respondents are required to provide consent below:

YES		NO	
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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/infoereg/>, click on contact us, click on complaints.IR@justice.gov.za

SECTION 9**CERTIFICATE OF ATTENDANCE OF COMPULSORY RFP BRIEFING ON MS TEAMS**

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*

attended the site meeting / RFP briefing in respect of the proposed Goods/Services to be rendered in terms of
this RFP on _____ 20 ____

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

NOTE:

This certificate of attendance must be filled in duplicate, one copy to be kept by Transnet and the other copy to be kept by the bidder.

SECTION 9: RETURNABLE SCHEDULE 1-10

AFFILIATION TO THE TAXI ASSOCIATION WITHIN NELSON MANDELA METROPOLITAN	RETURNABLE SCHEDULE NO. 1 ELIGIBILITY CRITERIA MANDATORY RETURNABLE DOCUMENTS
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Scope Reference	Requirement
3.1	The Service provider shall be required to affiliate to the Taxi Association within the Nelson Mandela Metropolitan Supporting documents to be provided: • The respondent is required to complete Returnable Schedule 1 as well as attach: • Confirmation letter from on the Taxi's Association's letterhead stamped and signed by Chairman or the Secretary.

By signing this Returnable Schedule, the Respondent confirms that it has submitted the information as requested herein.

Name and Surname: Date:
Position: Signature:

PERMIT/LICENSE	RETURNABLE SCHEDULE NO. 2 ELIGIBILITY CRITERIA MANDATORY RETURNABLE DOCUMENTS
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Scope Reference	Requirement
3.2	Permit/License Holder: The Service provider shall be required to provide TPT proof of their operating licenses. Evidence: The Service provider shall be required to provide TPT with certified copies of their operating licenses/ permits for each vehicle upon submission of tender documentation. "

By signing this Returnable Schedule, the Respondent confirms that it has submitted the information as requested herein.

Name and Surname:	.....	Date:	.....
Position:	.....	Signature:	.....

NEW APPLICANT	RETURNABLE SCHEDULE NO. 3 ELIGIBILITY CRITERIA MANDATORY RETURNABLE DOCUMENTS
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Scope Reference	Requirement
3.3	New Applicant: The Service provider shall be required to provide TPT proof of their application Evidence: Proof of the application accompanied with confirmation on the service provider's letterhead that it will provide TPT with certified copies for the said operating licenses or permits within 30 days from the date of issue of letter of award.

By signing this Returnable Schedule, the Respondent confirms that it has submitted the information as requested herein.

Name and Surname: **Date:**
Position: **Signature:**

RETURNABLE SCHEDULE 4

EXPERIENCE REFERENCE LETTERS	RETURNABLE SCHEDULE NO. 4 ESSENTIAL DOCUMENT TO BE USED FOR SCORING
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Scope Reference	Requirement				
3.5.	The service provider should be in the business of providing Staff Transportation Services for a minimum of (5) five years.				
	Supporting documents to be provided:				
	- The respondent is required to complete Returnable Schedule 4 as well as attach: written references letter(s) issued by the respondent's clients (different clients) which shall be used to verify the Respondent's past performance. The references must specifically set out the following: i. the number of years the respondent has provided in Employee Transportation Services.ii) And Transporting greater or equal to 200 persons and not less the 130 persons				
	Please insert details of contactable references below				
	Client	Contact Person	Contact number	Email	References attached Yes/No
1					
2					
3					

By signing this Returnable Schedule, the Respondent confirms that it has submitted the information as requested herein.

Name and Surname:

Date:

Position:

Signature:

VEHICLES :OWNED OR LEASED	RETURNABLE SCHEDULE NO. 5 ESSENTIAL DOCUMENT TO BE USED FOR SCORING
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Scope Reference	Requirement			
3.1 & 5.3.6	The service provider must have the following vehicles available which are in a good working condition: 12 X 22-seaters and 8 x 15 Seaters Supporting documents to be provided: The respondent is required to complete Returnable Schedule 5 as well as attach: a certified copy of a valid vehicle licence or disk in respect of each vehicle listed therein not older than 1 Year			
No	Make and model	Vehicle License Letters and Numbers	Date of first registration	Vehicle license attached: Yes /No
1				
2				
3				
4				
5				
6				

By signing this Returnable Schedule, the Respondent confirms that it has submitted the information as requested herein.

Name and Surname: **Date:**
Position: **Signature:**

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By signing this Returnable Schedule, the Respondent confirms that it has submitted the information as requested herein.

Name and Surname: Date:
Position: Signature:

RETURNABLE SCHEDULE 6

INTENT TO LEASE VEHICLES	RETURNABLE SCHEDULE NO. 6 ESSENTIAL DOCUMENT TO BE USED FOR SCORING
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Reference	Requirement			
3.1. & 5.3.6	INTENTION TO LEASE/PURCHASE – Vehicles 12x 22 Seater and 8x 15 Seater Where the service provider is not in possession of the vehicles and intends to lease or purchase same, the service provider must submit the following document: Confirmation from the source stating the following: - It intends to enter into a lease agreement/sale agreement for the required vehicles with the service provider. - a description of the vehicles to be leased/purchased i.e., make and model and the quantity to be purchased or leased. - the seating capacity of each vehicle to be leased/purchased. - Availability of the required vehicles to support a <u>two-week contract</u> readiness period.			
	Make and Model	Vehicle License Letters and Numbers	Date of first registration	Current vehicle license attached - Yes / No
1				
2				
3				
4				
5				
6				
7				

By signing this Returnable Schedule, the Respondent confirms that it has submitted the information as requested herein.

Name and Surname:

Date:

Position:

Signature:

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13				

By signing this Returnable Schedule, the Respondent confirms that it has submitted the information as requested herein.

Name and Surname:
Position:

Date:
Signature:

Availability of DRIVER'S LICENSES	RETURNABLE SCHEDULE NO. 7 ESSENTIAL DOCUMENT TO BE USED FOR SCORING
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Scope Reference	Requirement					
3.3.	The service provider shall provide a list of drivers or more that are available to perform the required services. All drivers deployed by the service provider must be competent to drive the required vehicle, hold a valid driver's license for the specific vehicle to be driven and hold a valid Professional Driver's Permit (PrDP). 32 Drivers required The service provider shall therefore be required to have a list of all drivers as be above requirements or more who hold a valid Code C1 endorsed driver's license; and Supporting documents to be provided: The respondent is required to complete Returnable Schedule 7 in respect its drivers as well as attach: A certified copy of valid drivers' licenses and valid Professional Driver's Permits in respect of each driver listed. Kindly note that bidders must submit valid, clear and legible copies of the driver's licenses as illegible copies will not be considered when evaluating a bid.					
No	Driver name and surname	Driver's License Code	Driver's license - Expiry date	PrDP: Yes/No	PrDP: Expiry date	Certified Driver's Licence attached Yes/No
1						
2						
3						
4						
5						
6						

By signing this Returnable Schedule, the Respondent confirms that it has submitted the information as requested herein.

Name and Surname: **Date:**

Position: **Signature:**

7						
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By signing this Returnable Schedule, the Respondent confirms that it has submitted the information as requested herein.

Name and Surname:

Position:

Date:

Signature:

Business Continuity Plan	RETURNABLE SCHEDULE NO. 8 ESSENTIAL DOCUMENT NOT TO BE USED FOR SCORING
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Scope Reference	Requirement
10.15	The Service provider shall be required to provide TPT with a business continuity plan that will be reviewed by TPT.

By signing this Returnable Schedule, the Respondent confirms that it has submitted the information as requested herein.

Name and Surname:	.....	Date:	.....
Position:	.....	Signature:	.....

PROOF OF FUNCTIONAL BUSINESS PLACE IN NELSON MANDELA BAY	RETURNABLE SCHEDULE NO. 9 ESSENTIAL DOCUMENT NOT TO BE USED FOR SCORING
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Scope Reference	Requirement
3.4	The Service provider shall be required to provide TPT with lease or ownership of a functional place of business within the Nelson Mandela Bay.

By signing this Returnable Schedule, the Respondent confirms that it has submitted the information as requested herein.

Name and Surname:	.....	Date:	.....
Position:	.....	Signature:	.....

PUBLIC LIABILITY COVER	RETURABLE SCHEDULE NO. 10 ESSENTIAL DOCUMENT NOT TO BE USED FOR SCORING
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Scope Reference	Requirement
5.3.6	The Service provider shall be required to provide TPT with copy of Public Liability Cover.

By signing this Returnable Schedule, the Respondent confirms that it has submitted the information as requested herein.

Name and Surname:	.....	Date:	.....
Position:	.....	Signature:	.....

ANNEXURE A-NCT SHIFT

ANNEXURE A: NCT

Route number	Estimated Areas	Ayoba Shift	Inkosi Shift	Stimela Shift	Umlilo Shift	Shuttles Required for a shift on duty
Route 1	Walmer	16	15	18	15	22 Seater
Route 2	Western Areas	13	17	11	15	22 Seater
Route 3	Northern Areas	7	8	16	12	22 Seater
Route 4	New Brighton	20	10	17	10	22 Seater
Route 5	Zwide / Soweto	17	10	14	22	22 Seater
Route 6	Magxaki/Dwesi/Ext/Slovo/Nkandla	22	19	19	19	22 Seater
Route 7	Kwazakhele/Zinyoka/Algoa/BWB	23	18	8	21	22 Seater
Route 8	Kwanobuhle /Rocklands	7	9	8	8	15 Seater
Route 9	Uitenhage / Rosedale/Despatch	15	18	14	10	15 Seater
Route 10	Motherwell Nu1-9	24	28	17	27	2 x 22 seater & 1 x 15 seater
Route 11	Motherwell Nu 10 - 30	13	13	15	21	22 Seater
Route 12	Kamva/Coega/Wells estate	24	23	31	35	2 x 22 seater
Route 13	Acadia / Malabar	7	7	12	7	15 Seater
Total		198	181	189	209	12 x 22 Seater 4 x 15 Seater

ANNEXURE B-PE TERMINAL SHIFTS

ANNEXURE B: PE TERMINALS - 4th Shift

Route Number	Estimated Areas	Shift A	Shift B	Shift C	Shift D	Shuttles Required for a shift on duty
Route 1	Motherwell Ramaphosa Wells Estate Kamveitlile Bluwater Bay	41	40	40	40	2 X 22 Seater 1 x 15 Seater
Route 2	Kwazakhele Soweto on Sea New Brighton, Zwide Chris Hani, France Soweto, Veeplaas	41	41	39	20	2 X 22 Seater
Route 3	Helenvale Gelvandale, Schaederville Korsten, Kensington North End, Malabar SalsoNeville, Valencia	10	12	13	10	1 x 15 Seater
Route 4	Hillside, Booyens Park Bloemendal, Betheldorp Cleary Estate, Algoa Park Jacksonville KwaNoxolo, Chatty Windvogel, Sidwell, West End	10	9	10	10	1 x 15 Seater
Route 5	Joe Slovo Despatch, Uitenhage Kwa Dwesi Mission Vale, Kwa Magxaki KwaDwesi Extension Zinyoka	14	14	14	24	1 x 22 Seater 1 x 15 Seater
Route 6	Bridgemead Humewood, South End Walmer, Central Kabega, Lorraine Sherwood	14	10	12	6	1 x 15 Seater
Total		130	126	128	110	5 x 22 Seater 5 x 15 Seater

PEMPT - 3 Shift System

Route Number	Estimated Areas	Shift A	Shift B	Shift C	Shuttles Required for a shift on duty
Route 1	Motherwell Ramaphosa Wells Estate Kamveitlile Bluwater Bay	10			As per PE Terminals
Route 2	Kwazakhele Soweto on Sea New Brighton, Zwide Chris Hani, France Soweto, Veeplaas	2			As per PE Terminals
Route 3	Helenvale Gelvandale, Schaederville Korsten, Kensington North End, Malabar SalsoNeville, Valencia	1			As per PE Terminals
Route 4	Hillside, Booyens Park Bloemendal, Betheldorp Cleary Estate, Algoa Park Jacksonville KwaNoxolo, Chatty Windvogel, Sidwell, West End	1			As per PE Terminals
Route 5	Joe Slovo Despatch, Uitenhage Kwa Dwesi Mission Vale, Kwa Magxaki KwaDwesi Extension Zinyoka	5			As per PE Terminals
Route 6	Bridgemead Humewood, South End Walmer, Central Kabega, Lorraine Sherwood	6			As per PE Terminals
Total		25			As per PE Terminals

ANNEXURE C-MPT FINGER JETTY SHIFTS

ANNEXURE C: MPT FINGER JETTY

Route Number	Estimated Areas	Shift A	Shift B	Shift C	Shuttles Required for a shift on duty
Route 1	Motherwell Ramaphosa, Wells Estate Kamvelihle, Bluewater Bay	17	15	13	1 X 22 Seater
Route 2	Kwazakhele Soweto on Sea, New Brighton, Zwide Chris Hani, France, Soweto, Veeplaas	14	8	9	1 X 15 Seater
Route 3	Helenvale, Malabar Gelvandale, Schaederville Korsten, Kensington, North End SalsoNeville, Valencia	2	1	1	1 x 15 Seater
Route 4	Hillside, Booyens Park Bloemendal, Bethelsdorp Cleary Estate, Algoa Park Jacksonville, KwaNoxolo, Chatty Windvogel, Sidwell, West End	1	3	8	
Route 5	Joe Slovo Despatch, Uitenhage Kwa Dwesi Mission Vale, Kwa Magxaki KwaDwesi Extension, Zinyoka	9	13	4	1 x 15 Seater
Route 6	Bridgemead Humewood, South End Walmer, Central Kabega, Lorraine, Sherwood	4	6	2	
Total		47	46	37	1 x 22 Seater 3 x 15 Seater

ANNEXURE D1-SCOPE OF WORK

Scope of Work

Project Description: Provision of Employee Transportation Services for Transnet SOC LTD (1990/000900/30) operating as Transnet Port Terminals (hereinafter referred to as "TPT") at the Port of Ngqura and Port of Port Elizabeth for a period of two years.

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

Transnet Port Terminals (TPT) undertook a decision to supply transportation for its employees during the times that the public transport is not available during the weekdays, weekends, and public holidays from their area of work i.e., Port of Ngqura (incl. Finger Jetty) and Port of Port Elizabeth to their designated residential addresses.

2 SCOPE OF REQUIREMENTS

The service provider shall be required to provide transportation services for Transnet Port Terminal's employees as per below schedule from their designated residential address and/or areas to their place of work to the two ports namely: i.e., Port of Ngqura and Port of Port Elizabeth as well as from their place of work to their designated residential address and/or areas.

2.1.1. Port of Ngqura Transportation of Staff Schedule:

Table A: Port of Ngqura (Containers) Transportation – Day Shift

Transportation of employees 06h00 – 18h00		
Routes	Drop at Transnet	Fetch from Transnet
1	05h40	18h00
2	05h40	18h00
3	05h40	18h00
4	05h40	18h00
5	05h40	18h00
6	05h40	18h00
7	05h40	18h00
8	05h40	18h00
9	05h40	18h00
10	05h40	18h00
11	05h40	18h00
12	05h40	18h00
13	05h40	18h00
<i>Transport will pick up employees for 05h40 – 18h00</i>		

Table B: Port of Ngqura (Containers) Transportation – Night Shift

Transportation during Weekdays		
Routes	Drop at Transnet	Fetch from Transnet
1	17h40	06h00
2	17h40	06h00
3	17h40	06h00
4	17h40	06h00
5	17h40	06h00
6	17h40	06h00
7	17h40	06h00
8	17h40	06h00
9	17h40	06h00
10	17h40	06h00
11	17h40	06h00
12	17h40	06h00
13	17h40	06h00
<i>Transport will pick up employees for 17h40 – 06h00</i>		

2.1.2. Port of Port Elizabeth (BOT, Containers, Cars) Transportation of Staff Schedule:

Table A: Port of Port Elizabeth Transportation – Day Shift

Transportation of employees 06h00 – 18h00		
Routes	Drop at Transnet	Fetch from Transnet
1	05h40	18h00
2	05h40	18h00
3	05h40	18h00
4	05h40	18h00
5	05h40	18h00
6	05h40	18h00
<i>Transport will pick up employees for 05h40 – 18h00</i>		

Table B: Port of Port Elizabeth Transportation – Night Shift

Transportation during Weekdays		
Routes	Drop at Transnet	Fetch from Transnet
1	17h40	06h00

2	17h40	06h00
3	17h40	06h00
4	17h40	06h00
5	17h40	06h00
6	17h40	06h00
Transport will pick up employees for 17h40 – 06h00		

2.1.3. Port of Port Elizabeth (PE Break Bulk) Transportation of Staff Schedule

Table A: Port of Port Elizabeth Transportation Weekdays

Transportation during Weekdays		
Routes	Drop at Transnet	Fetch from Transnet
1	05:40	N/A
	N/A	22:00
	21:40	06:00
2	05:40	N/A
	N/A	22:00
	21:40	06:00
3	05:40	N/A
	N/A	22:00
	21:40	06:00
4	05:40	N/A
	N/A	22:00
	21:40	06:00
5	05:40	N/A
	N/A	22:00
	21:40	06:00
6	05:40	N/A
	N/A	22:00
	21:40	06:00

Table B: Port of Port Elizabeth Transportation Weekends.

Transportation during Weekends

Routes	Drop at Transnet	Fetch from Transnet
1	5:40	6:00
	17:40	18:00
2	5:40	6:00
	17:40	18:00
3	5:40	6:00
	17:40	18:00
4	5:40	6:00
	17:40	18:00
5	5:40	6:00
	17:40	18:00
6	5:40	6:00
	17:40	18:00
<i>Adhoc callouts as and when needed during weekends, public holidays.</i>		

2.1.4. Port of Ngqura (Finger Jetty) Transportation of Staff Schedule

Table A: Port of Ngqura Transportation Weekdays.

Transportation during Weekdays		
Routes	Drop at Transnet	Fetch from Transnet
1	5:20	6:20
	13:20	14:20
	21:20	22:20
2	5:20	6:20
	13:20	14:20
	21:20	22:20
3	5:20	6:20
	13:20	14:20
	21:20	22:20
3A	5:20	6:20
	13:20	14:20
	21:20	22:20
4	5:20	6:20
	13:20	14:20
	21:20	22:20
5	5:20	6:20
	13:20	14:20
	21:20	22:20

Table B: Port of Ngqura Transportation Weekends.

Transportation during Weekends		
Routes	Drop at Transnet	Fetch from Transnet

1	5:40	6:00
	17:40	18:00
2	5:40	6:00
	17:40	18:00
3	5:40	6:00
	17:40	18:00
3A	5:40	6:00
	17:40	18:00
4	5:40	6:00
	17:40	18:00
5	5:40	6:00
	17:40	18:00
<i>Adhoc callouts as and when needed during weekends, public holidays.</i>		

2.2 The services required will be for **Port of Ngqura (Ngqura Container Terminal):**

2.2.1. Rendered **as from 05h40 – 18h00, 17h40 – 06h00**, daily and public holidays from the areas mentioned above (routes) in line with TPT current 4th shift pattern and ad hoc requirements when applicable.

2.3 The services required will be for **Port of Port Elizabeth (BOT, Containers& Cars):**

2.3.1. Rendered **as from 05h40 – 18h00, 17h40 – 06h00**, daily and public holidays from the areas mentioned above (routes) in line with TPT current 4th shift pattern and ad hoc requirements when applicable.

2.4 The services required will be for **Port of Port Elizabeth (Break Bulk):**

2.4.1. Rendered **as from 18h00 and before 06h00**, on weekdays, weekends and public holidays from the areas mentioned below (routes) in line with TPT shift patterns and ad hoc requirements when applicable.

2.5 The services required will be for **Port of Ngqura (Finger Jetty):**

2.5.1. Rendered **as from 05h20 – 14h00, 13:20 – 22:00, 21:20 – 06:00**, daily and public holidays from the areas mentioned above (routes) in line with TPT current shift pattern and ad hoc requirements when applicable.

2.6 **The Service Provider(s) should ensure that the employees are:**

2.6.1 Transported on time as per the agreed number of vehicles and in a safe manner considering all aspects of safety associated with the transportation of staff.

2.6.2 Dropped off and picked up as per agreed times stipulated by Transnet Port Terminals.

- 2.6.3. Employees should be dropped off at the workplace 20 minutes prior to the commencement of shift and collected at the workplace within **20 minutes** after the shift has been completed.
- 2.7. The service provider will be contacted via telephone /or cellphone and email, should arrive at TPT within one (1) hour for the call-out.
- 2.8. The service provider(s) shall ensure that the drivers commence collection within sufficient time to ensure that the first TPT employee is collected at least one and a half hours before shift start time without violating any traffic rules and meet the agreed drop off time of **20 minutes** prior to the shift commencement.
- 2.9. TPT will inform the service provider regarding changes to the collection time of the first TPT employee which will be required should it be deemed necessary.
- 2.10. Late arrival of employees impacts negatively on TPT productivity levels. Time Management is therefore critical, and the service provider should ensure that it provides the required services whilst considering that time is of the essence.

3. VITAL REQUIREMENTS

- 3.1 The service provider must have **sufficient vehicles to support the collection and drop off** requirements bearing in mind that all vehicles must be roadworthy, reliable and have legal carrying capacity to transport the required number of staff i.e. (Supporting documents to be provided – Certified copies of current vehicle licenses and service history for each vehicle) **(Schedule 5/6)**.
- 3.2 The service provider must affiliate to the **Taxi Association within the Nelson Mandela Metropolitan** (Letter from the Taxi Association within the Nelson Mandela Metropolitan. The letter must be written in the Association's letter head, stamped and signed by Chairman or Secretary **(Schedule 1)**, with the letter certified copies of operating licenses per vehicle are to be attached **(Schedule 2)**. For new applicants, proof of the application accompanied with confirmation on the service provider's letterhead that it will provide TPT with certified copies for the said operating licenses or permits within within 30 working days from the issue of the award letter **(Schedule 3)**).
- 3.3 The service provider must have **sufficient drivers to support** TPT's 24-hour operation bearing in mind that its employees must have sufficient rest period between shifts. The basic conditions of employment act states that every employee must receive **12 consecutive hours of rest** between the end of one work shift and the start of the next. The drivers must hold an applicable valid C1 driver's license and PrDP **(Schedule 7)**.
- 3.4 The service provider shall be required to have a functional place of business within the Nelson Mandela Bay. TPT reserves the right to request proof to its (TPT's) satisfaction that the functional place of business has been or is established **(Schedule 9)**.
- 3.5 The service provider should be in the business of staff transportation **for minimum of 5 years**, transporting **greater or equal to 200 persons and not less than 130 persons**. The Service provider shall be required to provide TPT with **proof of their valid operating licenses** upon submission of

tender documentation and written reference letter(s) issued by the respondent's client (different clients) which shall be used to verify the respondent's past performance (**Schedule 4**).

- 3.6 Transportation Routes, number of passengers and required number of vehicles are attached as per annexures.

Annexure A – Port of Ngqura

Annexure B – Port of Port Elizabeth (BOT, PECT and Cars)

Annexure C – Port of Port Elizabeth (MPT on 3 shifts) Finger Jetty

- 3.7. The mix of Vehicles on each route do not suggest that all the vehicles will be deployed, **they are for costing & technical evaluation purposes only**. The requirements will be discussed with and agreed upon with the successful service provider.

4. AD HOC REQUIREMENTS

- 4.1. The service provider(s) will be required to support TPT in ad hoc requests for transportation of staff whereby TPT may request an additional quotation from the service provider. Ad hoc requests include but are not limited to meetings, functions, events, funerals and additional staff transport requirements.
- 4.2. The service provider should arrive at TPT within one (1) hour for the call-out
- 4.3. To optimize costs and accommodate increases in the number of employees utilizing the transportation contract, TPT will require the successful service provider to have additional vehicles available which include but are not limited to the provided seating capacity.

5. QUALITY AND SERVICE

5.1. Human Capital

- 5.1.1 The Service Provider shall deploy drivers who hold a valid Professional Drivers Permit (PrDP) and have a valid driver's license in respect of the required type of vehicle which are to be utilized.
- 5.1.2 Supporting documents to be provided: Certified copies of PrDP's and Driver's licenses.
- 5.1.3 Drivers deployed to TPT may not be **older than 63 years of age**.
- 5.1.4 The service provider shall further ensure that all drivers deployed have no criminal records, be of sober habits, and are medically fit.
- 5.1.5 Supporting documents to be provided by the **awarded bidder prior commencement of contract**: Valid (**SAPS**) police clearance and medical certificates (conducted by **Medical Occupational Practitioners**) in respect of each driver.
- 5.1.6 The costs associated in obtaining these certificates shall be for the service provider's account.

- 5.1.7 The Service Provider shall be fully responsible to TPT for the acts and omissions of its employees. Furthermore, the service provider shall be solely liable for any damage caused to TPT property or injury to persons in the ports/ terminals namely: Agents, Subcontractors, TPT Employees. TPT shall be entitled to recover any costs associated from payment due to the service provider.

5.2. Communication

- 5.2.1 The Service Provider(s) will be required to inform TPT in writing of all the challenges they are faced with TPT staff during the execution of the services.
- 5.2.2 The Service Provider(s) will be required to **have a supervisor on-site** after completion of each shift when employees are to be taken home to ensure that vehicles are loaded correctly as per the designated routes and to ensure the smooth flowing of the transportation service.
- 5.2.3 When called upon in an emergency, the service provider is required to respond and be on site within 1 (one) hour, to mitigate business risks.
- 5.2.4 The service provider(s) will further be required to attend a monthly Service Level Agreement meeting whereby all issues for the previous month will be addressed to ensure that a resolution is obtained.

5.3. Vehicles

- 5.3.1 Maintenance / service & repair of the service provider's vehicles will be for its own account. TPT shall not be liable to the service provider for the cost of any maintenance/service and/or repairs of its vehicles.
- 5.3.2 The service provider must ensure that daily vehicle inspections are completed, and any vehicle identified as being a risk should not be utilized for the transportation of staff. The service provider is to submit their proposed vehicle checklist together with the tender.
- 5.3.3 TPT will perform ad hoc inspections to verify that the vehicles being utilized are safe and "fit for purpose."
- 5.3.4 **Vehicles utilized to perform the service should not be older than 4 years** from the date of the issue of the award letter and a condition assessment to be done. TPT reserves the right to request condition assessment at the start of the contract.
- 5.3.5 Kindly note that after-market vehicle conversions will not be acceptable for this service. Vehicles supplied must have been manufactured for the purpose of conveying passengers.
- 5.3.6 The Service Provider shall ensure that all vehicles are operational and have the relevant certificates or documentation of conformity; namely:
- licensed and Roadworthy: Certified and valid copies of vehicle licences and roadworthy certificates.
 - Registrations: Certified and valid copies of vehicle registrations.
 - Department of Labour legislative and Safety compliance requirements in respect of the vehicles.
 - Permits and public operating licenses (number of shuttles per route), as per annexures provided.
 - Valid Public Liability Cover (*Schedule 5, 6 and 10*)

- 5.3.7 The service provider shall ensure that for the duration of the contract with TPT; the vehicles utilized are in a roadworthy and operational condition. TPT shall be entitled to request that the service provider produce a valid roadworthy certificate in respect of any vehicle.
- 5.3.8 The Service Provider shall ensure that all vehicles utilized in the Transportation Services are clearly marked with the maximum number of persons allowed, to avoid overloading.
- 5.3.9 The Service Provider's Drivers are to be designated solely for this contract (to avoid fatigue and other unrelated activities from this contract).

6. ROUTE ALLOCATIONS

- 6.1 TPT will do periodic reviews of all routes to establish whether additional vehicles should be utilized i.e. additional employees/ newly recruited employees and will advise the service provider accordingly.
- 6.2 The number of people to be transported **may change** and is **dependent on the demand for staff transportation services**.
- 6.3 Shifts rotate on a weekly basis; notification of shift employees will be given by email to the Service Provider with regards to employees' rosters.
- 6.4 The service provider will be required to filter the collection list and group the employees in their respective residential areas as per the route allocation for collections.
- 6.5 The service provider will issue each route with a waybill which will reflect all the details i.e.: route, date, shift, area employee names and addresses.
- 6.6 The service provider will ensure that the trip register/waybill gets signed after each delivery by the TPT shift supervisor on duty or TPT nominated employee to ensure that accurate records are maintained for all drop offs and collections.
- 6.7 Copies of waybills must be attached to the monthly invoices as proof of delivery.
- 6.8 Service provider will be required to transport all employees working 12-hour shifts (inbound and outbound).
- 6.9 TPT reserves the right to cancel all collection requests within 2 hours before time of collection.

7. ROUTES

- 7.1. The service provider shall be required to deliver the employees to and collect the employees from the terminal as per the indicative plan on annexures for the respective terminals.
- 7.2. TPT does not guarantee that the information stated on annexures will be accurate at the time of tender.
The information stated on the annexures is indicative and is subject to change based on the business demand.

8. CRITICAL FUNCTIONAL REQUIREMENTS

- 8.1. The service provider must have the following vehicles available, which are in a good working condition:
 - 8.1.1. Port of Ngqura (Containers) requires 12 x 22-Seater and 4 x 15-Seater

8.1.2. Port of Ngqura (Finger Jetty) requires 1 x 22-Seater and 3 x 15-Seater

8.1.3. Port of Port Elizabeth terminals require 5 x 22-Seater and 5 x 15-Seater

For technical evaluation purposes, the respondent will be evaluated for supplying proof of ownership/lease for 12 x 22-seaters and 8 x 15-seaters.

8.2. Supporting documents to be provided:

8.2.1. The respondent is required to complete Returnable **Schedule 5 and 6** as well as attach:

8.2.2. A certified copy of a valid vehicle license or disk in respect of each vehicle not older than 1 year listed therein

8.2.3. Service provider to submit intention to lease or purchase documents

8.3. LEASED VEHICLES

8.3.1. Where the service provider leases the vehicles i.e. the vehicles are currently in the possession of the service provider in terms of an existing lease agreement; the successful service provider must submit the following additional document prior to commencement of services:

- Certified copy of a duly endorsed and valid lease agreement, which provide a description of the vehicles being leased.
- The lease agreement should provide a description of the vehicles being leased.

8.3.2. INTENTION TO LEASE/PURCHASE

Where the service provider is not in possession of the vehicles and intends to lease or purchase same, the service provider must submit the following document:

Confirmation from the source stating the following:

- a) It intends to enter into a lease agreement/sale agreement for the required vehicles with the service provider.
- b) a description of the vehicles to be leased/purchased i.e. make, model and date of first registration.
- c) the quantity of vehicles to be leased/purchased.
- d) the seating capacity of each vehicle to be leased/purchased.
- e) Availability of the required vehicles to support a **two-week readiness** period.
- The respondent is required to complete **Returnable Schedule 6** as well as to attach:
- A letter from the source reflecting the information as set out in paragraphs a-e above.

Kindly note that the bidder must ensure that all the above-mentioned information (a-e) is captured in the document from the source.

Should any information be outstanding, then the document will NOT be considered for evaluations.

8.4. DRIVERS AND LICENCES

The service provider shall therefore be required to have who hold a valid Code C1 endorsed driver's license as per below breakdown:

8.4.1. Port of Ngqura (Containers) requires minimum of 16 Drivers

8.4.2. Port of Ngqura (Finger Jetty) requires a minimum of 4 Drivers

8.4.3. Port of Port Elizabeth terminals require a minimum of 10 Drivers

For technical evaluation purposes, the respondent will be evaluated for supplying proof of 32 Drivers.

8.4.5. Supporting documents to be provided:

The respondent is required to complete **Returnable Schedule 7** in respect its drivers as well as attach:

- **A certified copy of valid drivers' licenses and valid Professional Driver's Permits in respect of each driver listed.**
- Kindly note that bidders must submit valid, clear and legible copies of the driver's licenses as illegible copies will not be considered when evaluating a bid.

8.5. EXPERIENCE:

The service provider should be in the business of providing Staff Transportation Services for a minimum of (5) five years.

8.5.1 Supporting documents to be provided:

- a. The respondent is required to complete Returnable **Schedule 4** as well as attach:
- b. Written reference letter(s) issued by the respondent's clients (different clients) which shall be used to verify the
- c. Respondent's past performance.
- d. The references must specifically set out the number of years the respondent has provided
- e. Number of Staff Transported, transporting greater or equal to 200 persons and not less than 130 persons.

8.6. PUBLIC OPERATING PERMITS

The Service provider shall be required to provide TPT proof / copies of their operating licenses upon submission of tender documentation. For new applicant, proof of the application to be provided upon submission of the tender documentation, once awarded the successful bidder will be required to obtain all operating licenses, permits or amendments within 30 days from date of issue of award letter.

8.6.1. Supporting documents to be provided:

- The respondent is required to complete **Returnable Schedule 2 and 3** as well as attach:
- Confirmation on the service provider's letterhead that it will provide TPT with proof of application for the said operating licenses.

9. SAFETY AND COMPLIANCE

- 9.1 The service provider shall comply with all applicable safety laws and regulations including all instructions received from TPT Management and TPT Supervisory Personnel.
- 9.1.1 The service provider shall especially ensure that its vehicles and the usage thereof comply with the requirements of the Occupational Health and Safety Act 85 of 1993 as amended as well as the regulations thereto.
- 9.2 The service provider shall be required to submit a copy of a valid Letter of Good Standing issued by the Department of Labour prior to the commencement of the contract.
- 9.3 The service provider shall comply with the terminal Safety, Health, Environment and Quality Standard Operating Procedures (SOP) as required by the TPT (SHEQ) Manager.
- 9.3.1 The service provider must provide a safety file (as per TIMS Contractors SHE Specification procedure) for approval before work can commence on site.
- 9.4 The service provider shall be required to undergo TPT's safety induction training programme prior to commencing work on TPT site.
- 9.5 The service provider must ensure compliance to TPT's Security and emergency policies, procedures and regulations.
- 9.6 There shall be zero tolerance of any form to substance abuse i.e. alcohol, drugs etc. The service provider and/or its employees shall be required to submit to random drug and alcohol testing.
- 9.7 The service provider shall ensure that its employees present on the TPT site are furnished with (at its own cost) and wear safety clothing or personal protective equipment (E.g. reflective jackets, safety boots, hard hats etc.), clothing as well as identity tags.
- 9.8. To ensure Safety of the employees, all vehicles to be fitted with data logger for speed tracking and monitoring purposes (at its own cost), as and when there are speed disputes, Transnet reserves right to get access to the data.

10. GENERAL DUTIES AND REQUIREMENTS

- The Service Provider undertakes that during the performance of the Staff Transportation Services that it shall carry out the following general duties:
- 10.1 Perform in accordance with the hours of work as may be stipulated by TPT, which shall include hours of work on public holidays and weekends. All Standby charges and overtime charges will be for the service provider's account.
 - 10.2 The service provider shall ensure that all services are fully supervised by a **dedicated supervisor**.
 - 10.3 The service provider must regularly liaise with Contract Owners in respect of the activities that are taking or will take place which has an impact on the services the service provider renders.

- 10.4 The service provider must communicate the plan and undertake daily activities with his/her delegated officer.
- 10.5 Ensure that the Supervisor on duty follows all planning and allocations according to the TPT schedule and that all communication will be with the nominated TPT's Representatives.
- 10.6 Ensure that all service provider personnel are strictly managed to ensure safety protocols and productivity levels.
- 10.7 Observe all activities relevant to the service requirement, mitigating any unsafe practices.
- 10.8 The service provider shall maintain a comprehensive and current up to date register and file of all authorized drivers who will perform the staff transportation services, which file shall be updated **monthly** with each driver's records, including but not limited to:
- i. Inductions.
 - ii. First aid training.
 - iii. Safety awareness training.
 - iv. advanced driver training.
 - v. valid driver's licence (scope and expiry date thereof).
 - vi. Professional driving permit (PrDP) (Expiry date thereof).
 - vii. Residential address and telephone number.
 - viii. Relevant medical certificates
 - ix. Copy of ID copies
 - x. Any standard operation procedure training
 - xi. Corrective and disciplinary action where incidents/accidents occur.
- 10.9 The service provider shall be required to make such register and file available to TPT upon request.
- 10.10 Provide a reconciliation of the number of staff to TPT's Representative with completed records after the completion of every operation, or when reasonably required by TPT.
- 10.11 Undertake to provide additional resources as requested by TPT to meet the planned productivity rate should additional staff be required to be transported.
- 10.12 Ensure that at all times, each driver has his own permit and under no circumstances may a supervisor's or colleague's permit be used by the Service Provider.
- 10.13 The Service Provider may not cede, assign, make over or delegate any of its rights and/or obligations to any third party without the prior written consent of TPT.
- 10.14 If granted the Service Provider shall nevertheless remain liable to TPT as a principal for the fulfilment of all the obligations of the sub-contractor.
- 10.15 A **Business Continuity Plan** is to be provided for by the service provider.

11. Penalties

- 11.1 The service provider shall ensure that its services are rendered as stipulated by TPT considering that time is of the essence.
- 11.2 The service provider must have a permanently manned telephone (place of business/cell phone), fax machine and/or email, to ensure that immediate contact can be made in case of emergency.
- 11.3 In the event that the Service Provider fails to adequately perform the Service as required by TPT, TPT shall be entitled to apply and deduct the following penalties from the applicable invoices relating to the month in which services were rendered.

Poor performance is determined in the sole and unfettered discretion of TPT, and it includes but is not limited to the following:

No.	Description	First non-conformance	Second non - conformance	Third non - conformance
A	Late collection or delivery of TPT employees from place of work	Issue non-conformance and implement corrective action to mitigate future failure	A 10% penalty will be deducted from the applicable invoice(s) relating to the month in which services were rendered.	A 20% penalty will be deducted from the applicable invoice(s) relating to the month in which services were rendered. NB: Failure will result to the issuing of breach notice and total 40% penalty.
B	No show from the driver within 30 minutes of scheduled time		Cost of alternate transport	Cost of alternate transport
C	Playing of loud music in transit		A 10% penalty will be deducted from the applicable invoice(s) relating to the month in which services were rendered.	A 20% penalty will be deducted from the applicable invoice(s) relating to the month in which services were rendered. NB: Failure will result to the issuing of breach notice and total 40% penalty.
D	Allowing passengers who are not TPT employees on the trips			
E	Failing to ensure that vehicle is smoke free			
F	Failing to drive in compliance to Legal driving standards and/or in contravention of TPT standards, policies and procedures			
G	Speeding in the terminal			
H	PPE: non- compliance to TPT Standards			
I	Failure of driver and/or passenger to wear safety belts			

J	Overloading the vehicles with TPT employees in contravention of the law and/or safety requirements			
K	Failure to provide permits/licenses within 30 days from date of issue of the letter of award.	A 20% penalty will be deducted from the applicable invoice(s) relating to the month in which services were rendered.	Cancellation of contract	
L	Driving recklessly	A 20% penalty will be deducted from the applicable invoice(s) relating to the month in which services were rendered.	The involved Driver/Employee to be removed from Transnet contract and its site(s).	
M	Driving under the influence of alcohol as per breathalyzer reading by TPT Security Officials			
N	Driving whilst using a cellular phone without a hands-free kit			
O	Damage caused to TPT property or injury caused to TPT Employees due to the negligence of its employees, permitted sub-contractors and agents.	The service provider shall be solely liable for all costs related hereto. The full amount shall be deducted from the applicable invoice(s) relating to the month in which services were rendered.		
P	Failure to report a safety incident/ accident	A 10% penalty will be deducted from the applicable invoice(s) relating to the month in which services were rendered	A 20% penalty will be deducted from the applicable invoice(s) relating to the month in which services were rendered NB: Failure will result to the issuing of breach notice and total 40% penalty.	
Q	Utilising shuttles not roadworthy nor conforming to the conditions of the scope of work	A 10% penalty will be deducted from the applicable invoice(s) relating to the month in which services were rendered	A 20% penalty will be deducted from the applicable invoice(s) relating to the month in which services were rendered NB: Failure will result to the issuing of breach notice and total 40% penalty.	
R	Non-conformance of similar incident(s)	Cancellation of contract		

ANNEXURE D2: PRICING SCHEDULE

PROVISION OF EMPLOYEE TRANSPORTATION SERVICES FOR TRANSNET SOC LTD (1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (hereinafter referred to as "TPT") AT THE PORT OF NGQURA AND PORT OF PORT ELIZABETH FOR A PERIOD OF TWO (2) YEARS.

NGQURA TERMINAL - WEEKDAYS

Routes	Areas	Vehicle Type	TPT Proposed/ Anticipated no. of vehicles	Supplier Proposal on number of vehicles	Cost per vehicle
Route 1	Walmer	22 seater	1		
Route 2	Western Areas	22 seater	1		
Route 3	Northern Areas	22 seater	1		
Route 4	New Brighton	22 seater	1		
Route 5	Zwide/Soweto	22 seater	1		
Route 6	Magxaki/Dwesi/Ext/Slovo/Nkandla	22 seater	1		
Route 7	Kwazakhele/Zinyoka/Algoa/BWB	22 seater	1		
Route 8	Kwanobuhle /Rocklands	15 seater	1		
Route 9	Uitenhage / Rosedale/Despatch	15 seater	1		
Route 10	Motherwell Nu1-9	22 seater	2		
		15 seater	1		
Route 11	Motherwell Nu 10 - 30	22 seater	1		
Route 12	Kamva/Coega/Wells estate	22 seater	2		
Route 13	Acadia / Malabar	15 seater	1		

NGQURA TERMINAL - WEEKENDS

Routes	Areas	Vehicle Type	TPT Proposed/ Anticipated no. of vehicles	Supplier Proposal on number of vehicles	Cost per vehicle
Route 1	Walmer	22 seater	1		
Route 2	Western Areas	22 seater	1		
Route 3	Northern Areas	22 seater	1		
Route 4	New Brighton	22 seater	1		
Route 5	Zwide/Soweto	22 seater	1		
Route 6	Magxaki/Dwesi/Ext/Slovo/Nkandla	22 seater	1		
Route 7	Kwazakhele/Zinyoka/Algoa/BWB	22 seater	1		
Route 8	Kwanobuhle /Rocklands	15 seater	1		
Route 9	Uitenhage / Rosedale/Despatch	15 seater	1		
Route 10	Motherwell Nu1-9	22 seater	2		
		15 seater	1		
Route 11	Motherwell Nu 10 - 30	22 seater	1		
Route 12	Kamva/Coega/Wells estate	22 seater	2		
Route 13	Acadia / Malabar	15 seater	1		

NGQURA TERMINAL - PUBLIC HOLIDAYS					
Routes	Areas	Vehicle Type	TPT Proposed/ Anticipated no. of vehicles	Supplier Proposal on number of vehicles	Cost per vehicle
Route 1	Walmer	22 seater	1		
Route 2	Western Areas	22 seater	1		
Route 3	Northern Areas	22 seater	1		
Route 4	New Brighton	22 seater	1		
Route 5	Zwide/Soweto	22 seater	1		
Route 6	Magxaki/Dwesi/Ext/Slovo/Nkandla	22 seater	1		
Route 7	Kwazakhele/Zinyoka/Algoa/BWB	22 seater	1		
Route 8	Kwanobuhle /Rocklands	15 seater	1		
Route 9	Uitenhage / Rosedale/Despatch	15 seater	1		
Route 10	Motherwell Nu1-9	22 seater	2		
		15 seater	1		
Route 11	Motherwell Nu 10 - 30	22 seater	1		
Route 12	Kamva/Coega/Wells estate	22 seater	2		
Route 13	Acadia / Malabar	15 seater	1		

ADHOC TRIPS					
Vehicle Type					Cost per vehicle
15 seater					
22 seater					

**PROVISION OF EMPLOYEE TRANSPORTATION SERVICES FOR TRANSNET SOC LTD (1990/000900/30)
OPERATING AS TRANSNET PORT TERMINALS (hereinafter referred to as "TPT") AT THE PORT OF
NGQURA AND PORT OF PORT ELIZABETH FOR A PERIOD OF TWO (2) YEARS.**

PE TERMINALS - WEEKDAYS

Routes	Areas	Vehicle Type	TPT Proposed/ Anticipated no. of vehicles	Supplier Proposal on number of vehicles	Cost per vehicle
Route 1	Motherwell, Ramaphosa, Wells Estate, Kamvelihle, Bluewater Bay	22 seater	2		
		15 seater	1		
Route 2	Kwazakhele, Soweto on Sea, New Brighton, Zwide, Chris Hani, France, Soweto, Veeplaas	22 seater	2		
Route 3	Helenvale, Gelvandale, Schauderville, Korsten, Kensington, North End, Malabar, SalsoNeville, Valencia	15 seater	1		
Route 4	Hillside, Booyens Park, Bloemendal, Bethelsdorp, Cleary Estate, Algoa Park, Jacksonville, KwaNoxolo, Chatty, Windvogel, Sidwell, West End	15 seater	1		
Route 5	Joe Slovo, Despatch, Uitenhage, Kwa Dwesi, Mission Vale, Kwa Magxaki, KwaDwesi Extension, Zinyoka	22 seater	1		
		15 seater	1		
Route 6	Bridgemead, Humewood, South End, Walmer, Central, Kabega, Lorraine, Sherwood	15 seater	1		

PE TERMINALS - WEEKENDS

Routes	Areas	Vehicle Type	TPT Proposed/ Anticipated no. of vehicles	Supplier Proposal on number of vehicles	Cost per vehicle
Route 1	Motherwell, Ramaphosa, Wells Estate, Kamvelihle, Bluewater Bay	22 seater	2		
		15 seater	1		
Route 2	Kwazakhele, Soweto on Sea, New Brighton, Zwide, Chris Hani, France, Soweto, Veeplaas	22 seater	2		
Route 3	Helenvale, Gelvandale, Schauderville, Korsten, Kensington, North End, Malabar, SalsoNeville, Valencia	15 seater	1		
Route 4	Hillside, Booyens Park, Bloemendal, Bethelsdorp, Cleary Estate, Algoa Park, Jacksonville, KwaNoxolo, Chatty, Windvogel, Sidwell, West End	15 seater	1		
Route 5	Joe Slovo, Despatch, Uitenhage, Kwa Dwesi, Mission Vale, Kwa Magxaki, KwaDwesi Extension, Zinyoka	22 seater	1		
		15 seater	1		
Route 6	Bridgemead, Humewood, South End, Walmer, Central, Kabega, Lorraine, Sherwood	15 seater	1		

PE TERMINALS - PUBLIC HOLIDAYS (WEEKDAYS)					
Routes	Areas	Vehicle Type	TPT Proposed/ Anticipated no. of vehicles	Supplier Proposal on number of vehicles	Cost per vehicle
Route 1	Motherwell, Ramaphosa, Wells Estate, Kamvelihle, Bluewater Bay	22 seater	2		
		15 seater	1		
Route 2	Kwazakhele, Soweto on Sea, New Brighton, Zwide, Chris Hani, France, Soweto, Veeplaas	22 seater	2		
Route 3	Helenvale, Gelvandale, Schauderville, Korsten, Kensignton, North End, Malabar, SalsoNeville, Valencia	15 seater	1		
Route 4	Hillside, Booyens Park, Bloemendal, Bethelsdorp, Cleary Estate, Algoa Park, Jacksonville, KwaNoxolo, Chatty, Windvogel , Sidwell, West End	15 seater	1		
Route 5	Joe Slovo, Despatch, Uitenhage, Kwa Dwesi, Mission Vale, Kwa Magxaki, KwaDwesi Extension, Zinyoka	22 seater	1		
		15 seater	1		
Route 6	Bridgemead, Humewood, South End, Walmer, Central, Kabega, Lorraine, Sherwood	15 seater	1		

PE TERMINALS - PUBLIC HOLIDAYS (WEEKENDS)					
Routes	Areas	Vehicle Type	TPT Proposed/ Anticipated no. of vehicles	Supplier Proposal on number of vehicles	Cost per vehicle
Route 1	Motherwell, Ramaphosa, Wells Estate, Kamvelihle, Bluewater Bay	22 seater	2		
		15 seater	1		
Route 2	Kwazakhele, Soweto on Sea, New Brighton, Zwide, Chris Hani, France, Soweto, Veeplaas	22 seater	2		
Route 3	Helenvale, Gelvandale, Schauderville, Korsten, Kensignton, North End, Malabar, SalsoNeville, Valencia	15 seater	1		
Route 4	Hillside, Booyens Park, Bloemendal, Bethelsdorp, Cleary Estate, Algoa Park, Jacksonville, KwaNoxolo, Chatty, Windvogel , Sidwell, West End	15 seater	1		
Route 5	Joe Slovo, Despatch, Uitenhage, Kwa Dwesi, Mission Vale, Kwa Magxaki, KwaDwesi Extension, Zinyoka	22 seater	1		
		15 seater	1		
Route 6	Bridgemead, Humewood, South End, Walmer, Central, Kabega, Lorraine, Sherwood	15 seater	1		

ADHOC TRIPS					
Vehicle Type					Cost per vehicle
15 seater					
22 seater					

**PROVISION OF EMPLOYEE TRANSPORTATION SERVICES FOR TRANSNET SOC LTD (1990/000900/30)
OPERATING AS TRANSNET PORT TERMINALS (hereinafter referred to as "TPT") AT THE PORT OF
NGQURA AND PORT OF PORT ELIZABETH FOR A PERIOD OF TWO (2) YEARS.**

FINGERJETTY - WEEKDAYS

Routes	Areas	Vehicle Type	TPT Proposed/ Anticipated no. of vehicles	Supplier Proposal on number of vehicles	Cost per vehicle
Route 1	Motherwell, Ramaphosa, Wells Estate, Kamvelihle, Bluewater Bay	22 seater	1		
Route 2	Kwazakhele, Soweto on Sea, New Brighton, Zwide, Chris Hani, France, Soweto, Veeplaas	15 seater	1		
Route 3	Helenvale, Gelvandale, Schauderville, Korsten, Kensington, North End, Malabar, Salsoneville, Valencia	15 seater	1		
Route 4	Hillside, Booyens Park, Bloemendal, Bethelsdorp, Cleary Estate, Algoa Park, Jacksonville, KwaNoxolo, Chatty, Windvogel, Sidwell, West End				
Route 5	Joe Slovo, Despatch, Uitenhage, KwaDwesi, Missionvale, KwaMagxaki, KwaDwesi Extension, Zinyoka	15 seater	1		
Route 6	Bridgemead, Humewood, South End, Walmer, Central, Kabega, Lorraine, Sherwood				

FINGERJETTY - WEEKENDS

Routes	Areas	Vehicle Type	TPT Proposed/ Anticipated no. of vehicles	Supplier Proposal on number of vehicles	Cost per vehicle
Route 1	Motherwell, Ramaphosa, Wells Estate, Kamvelihle, Bluewater Bay	22 seater	1		
Route 2	Kwazakhele, Soweto on Sea, New Brighton, Zwide, Chris Hani, France, Soweto, Veeplaas	15 seater	1		
Route 3	Helenvale, Gelvandale, Schauderville, Korsten, Kensington, North End, Malabar, Salsoneville, Valencia	15 seater	1		
Route 4	Hillside, Booyens Park, Bloemendal, Bethelsdorp, Cleary Estate, Algoa Park, Jacksonville, KwaNoxolo, Chatty, Windvogel, Sidwell, West End				
Route 5	Joe Slovo, Despatch, Uitenhage, KwaDwesi, Missionvale, KwaMagxaki, KwaDwesi Extension, Zinyoka	15 seater	1		
Route 6	Bridgemead, Humewood, South End, Walmer, Central, Kabega, Lorraine, Sherwood				

FINGERJETTY - PUBLIC HOLIDAYS (WEEKDAYS)					
Routes	Areas	Vehicle Type	TPT Proposed/ Anticipated no. of vehicles	Supplier Proposal on number of vehicles	Cost per vehicle
Route 1	Motherwell, Ramaphosa, Wells Estate, Kamvelihle, Bluewater Bay	22 seater	1		
Route 2	Kwazakhele, Soweto on Sea, New Brighton, Zwide, Chris Hani, France, Soweto, Veeplaas	15 seater	1		
Route 3	Helenvale, Gelvandale, Schauderville, Korsten, Kensington, North End, Malabar, Salsoneville, Valencia	15 seater	1		
Route 4	Hillside, Booyens Park, Bloemendal, Bethelsdorp, Cleary Estate, Algoa Park, Jacksonville, KwaNoxolo, Chatty, Windvogel, Sidwell, West End				
Route 5	Joe Slovo, Despatch, Uitenhage, KwaDwesi, Missionvale, KwaMagxaki, KwaDwesi Extension, Zinyoka	15 seater	1		
Route 6	Bridgmead, Humewood, South End, Walmer, Central, Kabega, Lorraine, Sherwood				

FINGERJETTY - PUBLIC HOLIDAYS (WEEKENDS)					
Routes	Areas	Vehicle Type	TPT Proposed/ Anticipated no. of vehicles	Supplier Proposal on number of vehicles	Cost per vehicle
Route 1	Motherwell, Ramaphosa, Wells Estate, Kamvelihle, Bluewater Bay	22 seater	1		
Route 2	Kwazakhele, Soweto on Sea, New Brighton, Zwide, Chris Hani, France, Soweto, Veeplaas	15 seater	1		
Route 3	Helenvale, Gelvandale, Schauderville, Korsten, Kensington, North End, Malabar, Salsoneville, Valencia	15 seater	1		
Route 4	Hillside, Booyens Park, Bloemendal, Bethelsdorp, Cleary Estate, Algoa Park, Jacksonville, KwaNoxolo, Chatty, Windvogel, Sidwell, West End				
Route 5	Joe Slovo, Despatch, Uitenhage, KwaDwesi, Missionvale, KwaMagxaki, KwaDwesi Extension, Zinyoka	15 seater	1		
Route 6	Bridgmead, Humewood, South End, Walmer, Central, Kabega, Lorraine, Sherwood				

ADHOC TRIPS					
Vehicle Type					Cost per vehicle
15 seater					
22 seater					

ANNEXURE E2-PENALTIES

PENALTIES

No.	Description	First non-conformance	Second non - conformance	Third non - conformance
A	Late collection or delivery of TPT employees from place of work	Issue non-conformance and implement corrective action to mitigate future failure	A 10% penalty will be deducted from the applicable invoice(s) relating to the month in which services were rendered.	A 20% penalty will be deducted from the applicable invoice(s) relating to the month in which services were rendered. NB: Failure will result to the issuing of breach notice and total 40% penalty.
B	No show from the driver within 30 minutes of scheduled time		Cost of alternate transport	Cost of alternate transport
C	Playing of loud music in transit		A 10% penalty will be deducted from the applicable invoice(s) relating to the month in which services were rendered.	A 20% penalty will be deducted from the applicable invoice(s) relating to the month in which services were rendered. NB: Failure will result to the issuing of breach notice and total 40% penalty.
D	Allowing passengers who are not TPT employees on the trips			
E	Failing to ensure that vehicle is smoke free			
F	Failing to drive in compliance to Legal driving standards and/or in contravention of TPT standards, policies and procedures			
G	Speeding in the terminal			
H	PPE: non- compliance to TPT Standards			
I	Failure of driver and/or passenger to wear safety belts			

J	Overloading the vehicles with TPT employees in contravention of the law and/or safety requirements			
K	Failure to provide permits/licenses within 30 days from date of issue of the letter of award.	A 20% penalty will be deducted from the applicable invoice(s) relating to the month in which services were rendered.	Cancellation of contract	
L	Driving recklessly	A 20% penalty will be deducted from the applicable invoice(s) relating to the month in which services were rendered.	The involved Driver/Employee to be removed from Transnet contract and its site(s).	
M	Driving under the influence of alcohol as per breathalyzer reading by TPT Security Officials			
N	Driving whilst using a cellular phone without a hands-free kit			
O	Damage caused to TPT property or injury caused to TPT Employees due to the negligence of its employees, permitted sub-contractors and agents.	The service provider shall be solely liable for all costs related hereto. The full amount shall be deducted from the applicable invoice(s) relating to the month in which services were rendered.		
P	Failure to report a safety incident/ accident	A 10% penalty will be deducted from the applicable invoice(s) relating to the month in which services were rendered	A 20% penalty will be deducted from the applicable invoice(s) relating to the month in which services were rendered NB: Failure will result to the issuing of breach notice and total 40% penalty.	
Q	Utilising shuttles not roadworthy nor conforming to the conditions of the scope of work	A 10% penalty will be deducted from the applicable invoice(s) relating to the month in which services were rendered	A 20% penalty will be deducted from the applicable invoice(s) relating to the month in which services were rendered NB: Failure will result to the issuing of breach notice and total 40% penalty.	
R	Non-conformance of similar incident(s)	Cancellation of contract		

ANNEXURE F-TRANSNET SUPPLIER'S INTEGRITY PACT

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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

3 OBLIGATIONS OF THE BIDDER / SUPPLIER

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

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

4 INDEPENDENT BIDDING

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

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

5 DISQUALIFICATION FROM BIDDING PROCESS

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

6 DATABASE OF RESTRICTED SUPPLIERS

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

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

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

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

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

9 CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

10 DISPUTE RESOLUTION

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

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

11 GENERAL

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

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

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ANNEXURE G-NON-DISCLOSURE AGREEMENT

NON DISCLOSURE AGREEMENT

[April 2020]

THIS AGREEMENT is made between

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

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

and

the Company as indicated in the RFP bid response hereto

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid** or **Bid Document** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
 - 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or

- 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

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

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
 - 3.3.1 return all written Confidential Information [including all copies]; and
 - 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

ANNEXURE H-TRANSNET GENERAL BID CONDITIONS

GENERAL BID CONDITIONS

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1 DEFINITIONS

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

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

2 GENERAL

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

3 SUBMITTING OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 The Bid Documents must be completed in their entirety and Respondents are required to complete their Bid submissions legibly in non-erasable ink.
- 3.3 Bids shall be delivered in a sealed envelope in accordance with the instructions indicated in the Bid Documents with the Bid number and subject marked on the front of the envelope.
- 3.4 The Respondent's return address must be stated on the reverse side of the sealed envelope.

4 USE OF BID FORMS

- 4.1 Where special forms and/or formats are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and/or formats and not in other forms and/or formats or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms and/or formats must be completed for submission.

- 4.3 Only if insufficient space has been allocated to a particular response may a Respondent submit additional information under separate cover using the Company's letterhead. This must be duly cross-referenced in the RFX.

5 BID FEES

- 5.1 A non-refundable fee may be charged for Bid Documents, depending on the administrative cost of preparing and issuing the Bid Document provided the Bid Documents are also made available free of charge on the National Treasury eTender Publication Portal.

6 VALIDITY PERIOD

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

7 SITE VISITS / BRIEFING SESSIONS

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

8 CLARIFICATION BEFORE THE CLOSING DATE

Should clarification be required on any aspect of the Bid before the closing date, the Respondent must direct such queries to the contact person listed in the RFX Document in the stipulated manner.

9 COMMUNICATION AFTER THE CLOSING DATE

After the closing date of a Bid (i.e. during the evaluation period) the Respondent may only communicate with the Chairperson of the relevant Bid Preparation and Evaluation Committee.

10 UNAUTHORISED COMMUNICATION ABOUT BIDS

Where Bids are submitted to the Chairperson of the relevant Bid Preparation and Evaluation Committee, Respondents may at any time communicate with the Secretary on any matter relating to its Bid but, in the absence of written authority from the Secretary, no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential service providers or any member of the Bid Adjudication Committee or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

11 RETURNABLE DOCUMENTS

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

12 DEFAULTS BY RESPONDENTS

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

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

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

13 CURRENCY

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

14 PRICES SUBJECT TO CONFIRMATION

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

15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

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

16 EXCHANGE AND REMITTANCE

- 16.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Supplier/Service Provider, effect payment overseas directly to the foreign principal or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- 16.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 16.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the Exchange and Remittance section of the Bid Documents and also furnish full details of the principals or manufacturer to whom payment is to be made.
- 16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 16.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which the Goods/Services were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties.
- 16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

17 ACCEPTANCE OF BID

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

18 NOTICE TO UNSUCCESSFUL RESPONDENTS

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

19 TERMS AND CONDITIONS OF CONTRACT

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

20 CONTRACT DOCUMENTS

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

21 LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

22 IDENTIFICATION

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

23 RESPONDENT'S SAMPLES

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

24 SECURITIES

- 24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of a Deed of Suretyship [Deed of Suretyship] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 For the purpose of clause 24.124.1 above, Transnet will supply a Deed of Suretyship form to the successful Respondent for completion and no guarantee in any other form will be accepted. A copy of such form will be supplied to Respondents on request. For this purpose a Deed of Suretyship form will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 [thirty] calendar days from the date of the letter of acceptance. No payment will be made until the form, duly completed, is delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Supplier/Service Provider to cancel the contract with immediate effect.
- 24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Supplier/Service Provider in relation to the conditions of this clause 24 will be for the account of the Supplier/Service Provider.

25 PRICE AND DELIVERY BASIS FOR GOODS

- 25.1 Unless otherwise specified in the Bid Documents, the prices quoted for Goods must be on a Delivered Duty Paid [latest ICC Incoterms] price basis in accordance with the terms and at the delivery point or points specified in Transnet's Bid Documents. Bids for supply on any other basis of delivery are liable to disqualification. The lead time for delivery stated by the Respondent must be inclusive of all non-working

days or holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Respondent.

25.2 Respondents must furnish their Bid prices in the Price Schedule of the Bid Documents on the following basis:

- a) Local Supplies - Prices for Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held in South Africa, to be quoted on a Delivered RSA named destination basis.
- b) Imported Supplies - Prices for Goods to be imported from all sources to be quoted on a Delivered Duty Paid [latest ICC Incoterms] basis, to end destination in South Africa, unless otherwise specified in the Bid Price Schedule.

26 EXPORT LICENCE

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

27 QUALITY OF MATERIAL

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

28 DELETION OF ITEMS EXCLUDED FROM BID

The Respondent must delete items for which it has not tendered or for which the price has been included elsewhere in its Bid.

29 VALUE-ADDED TAX

29.1 In respect of local supplies, i.e. Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held or already in transit to South Africa, the prices quoted by the Respondent are to be inclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.

29.2 In respect of foreign Services rendered:

- a) the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
- b) the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

30 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

30.1 Method of Payment

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.

- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 30.1 (a) above. Failure to comply with clause 30.1 (a) above may preclude a Bid from further consideration.

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

30.2 Conditional Discount

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

31 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

31.1 Contract Quantities

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

31.2 Delivery Period

- a) Period Contracts and Fixed Quantity Requirements

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

- b) Progress Reports

The Supplier/Service Provider may be required to submit periodical progress reports with regard to the delivery of the Goods/Services.

- c) Emergency Demands as and when required

If, due to unforeseen circumstances, supplies of the Goods/Services covered by the Bid are required at short notice for immediate delivery, the Supplier/Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The *Total or Partial Failure to Perform the*

Scope of Supply section in the Terms and Conditions of Contract will not be applicable in these circumstances.

32 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS

32.1 Copyright

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

32.2 Drawings and specifications

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

32.3 Respondent's drawings

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

32.4 Foreign specifications

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

33 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

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

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

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

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

- a) Such Power of Attorney must comply with Rule 63 (Authentication of documents executed outside the Republic for use within the Republic) of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
- b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.

- c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
 - d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi*.
- 33.5 If payment is to be made in South Africa, the foreign Supplier/Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:
- a) funds are to be transferred to the credit of the foreign Supplier/Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
 - b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.
- 33.6 The attention of the Respondent is directed to clause 24 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

34 DATABASE OF RESTRICTED SUPPLIERS

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

35 CONFLICT WITH ISSUED RFX DOCUMENT

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

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