

**TRANSNET FREIGHT RAIL**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

**REQUEST FOR QUOTATION [RFQ] No CRAC-JHB-36246****FOR THE:**

**DESIGN, SUPPLY, INSTALLATION, COMMISSIONING, CONFIGURATION AND INTEGRATION OF ALL EQUIPMENT, SOFTWARE AND DATABASE FOR A WIRELESS HIGH-DEFINITION INTERNET PROTOCOL VIDEO SURVEILLANCE (HDIPVS) SYSTEM AT CITY DEEP, KAZERNE, AND KAZCON FOR A PERIOD OF 12 MONTHS (1 YEAR).**

**FOR DELIVERY TO:**

**CITY DEEP, KAZERNE, AND KAZCON DEPOTS**

**ISSUE DATE:**

**FRIDAY 05 AUGUST 2022**

**BRIEFING SESSION:**

**FRIDAY 12 AUGUST 2022**

**CLOSING DATE:**

**TUESDAY 23 AUGUST 2022**

**CLOSING TIME:**

**10:00 AM**

**VALIDITY DATE:**

**FRIDAY 21 SEPTEMBER 2023**

**PREFERENTIAL PROCUREMENT PREQUALIFICATION CRITERIA - ONLY THE FOLLOWING RESPONDENTS MAY RESPOND TO THIS RFQ:**

- **RESPONDENTS WITH A MINIMUM B-BBEE STATUS LEVEL OF LEVEL 2 OR BETTER;**
- **EXEMPTED MICRO ENTERPRISES (EMEs) AND/OR QUALIFYING SMALL ENTERPRISES (QSEs);**

**Note to the bidders:**

***Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted***

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

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TFR, A DIVISION TRANSNET SOC LTD</b>							
BID NUMBER:	<b>CRAC JHB 36246</b>	ISSUE DATE:	<b>05/08/2022</b>	CLOSING DATE:	<b>23/08/2022</b>	CLOSING TIME:	<b>10:00AM</b>
DESCRIPTION	<b>DESIGN, SUPPLY, INSTALLATION, COMMISSIONING, CONFIGURATION AND INTEGRATION OF ALL EQUIPMENT SOFTWARE AND DATABASE FOR A WIRELESS HIGH-DEFINITION INTERNET PROTOCOL VIDEO SURVEILLANCE (HDIPVS) SYSTEM AT CITY DEEP, KAZERNE, AND KAZCON FOR A PERIOD OF 12 MONTHS (1 YEAR).</b>						
<b>BID RESPONSE DOCUMENTS SUBMISSION</b>							
<p>Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.</p> <p><b>RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.</b></p> <p>The Transnet e-Tender Submission Portal can be accessed as follows:</p> <ul style="list-style-type: none"> <li>Log on to the Transnet e-Tenders management platform website (<a href="https://www.transnet.net">https://www.transnet.net</a>);</li> <li>Click on "TENDERS";</li> <li>Scroll towards the bottom right hand side of the page;</li> <li>Click on "register on our new eTender Portal";</li> <li>Click on "ADVERTISED TENDERS" to view advertised tenders;</li> <li>Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);</li> <li>Click on "SIGN IN/REGISTER" - to sign in if already registered;</li> <li>Toggle (click to switch) the "Log an Intent" button to submit a bid;</li> <li>Submit bid documents by uploading them into the system against each tender selected.</li> <li>No late submissions will be accepted. The bidder guide can be found on the Transnet Portal <a href="https://transnetetenders.azurewebsites.net">transnetetenders.azurewebsites.net</a></li> </ul>							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	<b>Lucky Molefe</b>			CONTACT PERSON			
TELEPHONE NUMBER	<b>011 584-0685</b>			TELEPHONE NUMBER			
FACSIMILE NUMBER	<b>N/A</b>			FACSIMILE NUMBER			
E-MAIL ADDRESS	<b>Lucky.Molefe@Transnet.net</b>			E-MAIL ADDRESS			
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			<b>OR</b>	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER:	MAAA

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]</b>			
<b>1</b> ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	<b>2</b> ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER QUESTIONNAIRE BELOW ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? NO			<input type="checkbox"/> YES <input type="checkbox"/>
DOES THE ENTITY HAVE A BRANCH IN THE RSA? NO			<input type="checkbox"/> YES <input type="checkbox"/>
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> NO			<input type="checkbox"/> YES
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> NO			<input type="checkbox"/> YES
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? NO			<input type="checkbox"/> YES <input type="checkbox"/>
<b>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.</b>			

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

**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

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### 1 Responses to RFQ

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

### 2 Formal Briefing

A compulsory pre-proposal site meeting and/or RFQ briefing will be conducted at No.1 Houer Road, City Deep on the **FRIDAY 12 AUGUST 2022**, at 11:00AM for a period of  $\pm$  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.

- 2.1 A Certificate of Attendance in the form set out in Section 9 hereto must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** site meeting and/or RFQ briefing.
- 2.2 Respondents failing to attend the compulsory RFQ briefing will be disqualified.

### 3 Preferential Procurement Prequalification Criteria

#### 3.1 Minimum B-BBEE level and size of entity

Transnet has set a minimum B-BBEE threshold for participation in this RFQ process. The minimum B-BBEE threshold in this instance is a B-BBEE Level 2 or better and that only Exempted Micro Enterprises (EMEs) **and** Qualifying Small Enterprises may participate in this RFQ process. Respondents who do not have at the stipulated requirements will be disqualified.

### 4 Communication

- 4.1 Specific queries relating to this RFQ before the closing date of the RFQ should be submitted to Lucky Molefe [Email Lucky.Molefe@transnet.net] before **12:00 pm on 18 August 2022**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.
- 4.2 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- 4.3 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 4.4 Respondents may also, at any time after the closing date of the RFQ, communicate with the Secretariat of the Transnet Acquisition Council on any matter relating to its RFQ response:

Name: Prudence Nkabinde

Telephone 011 584 - 0821

Email: prudence.nkabinde@transnet.net

### 5 Legal Compliance

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

### 6 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.

## 7 Changes to Quotations

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

## 8 Binding Offer

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

## 9 Disclaimers

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

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

## **10 Specification/Scope of Work**

### **ATTACHED FIND ANNEXURE B (FULL EXPLAINED SPECIFICATION)**

## **11 RESPONDENT'S SAMPLING**

- Bidders who will proceed to product testing stage of the evaluation criteria will be required to sample the solution proposed.
- Bidders will be required to adhere to the following requirements to enable the Cross Functional Evaluation Team (CFET) team to follow the process and confirm that the solution offered meets the technical specifications:
  - Install a pilot project at their cost at Transnet nominated site (City Deep) and the system proposed shall pass the test cases produced by TFR. The test cases shall be derived from the detail technical specifications.
  - Demonstrate functionality of the solution proposed as indicated in the detail technical specifications.

## **12 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.

## **13 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.

## **14 National Treasury's Central Supplier Database**

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Transnet is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

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

## **15 Tax Compliance**

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

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

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

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

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

**TIP-OFFS ANONYMOUS:**



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

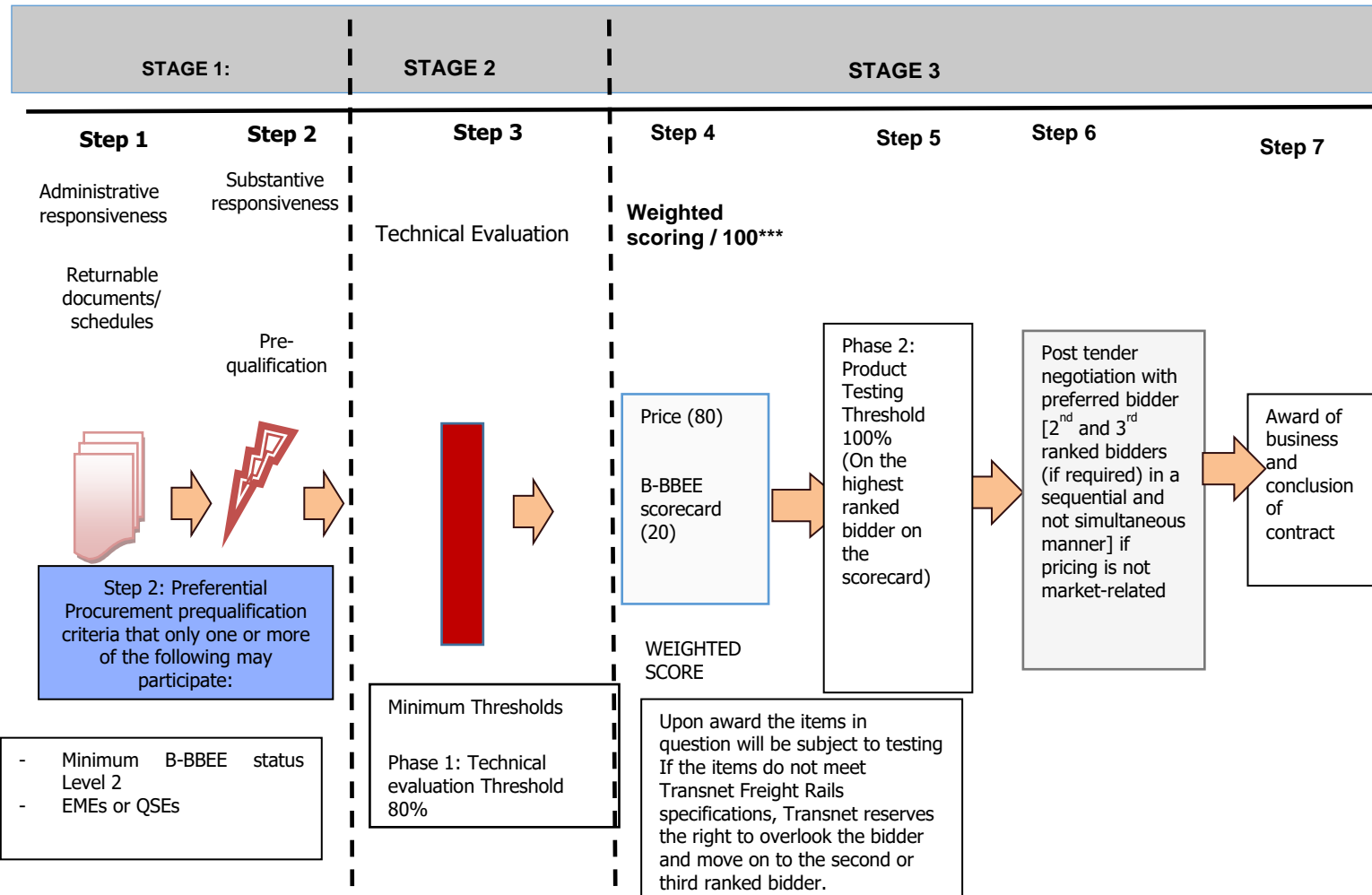
				
<b>Complete a Form</b> Complete a form with all the details, with no data charge.	<b>AI Voice Bot "Jack"</b> Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.	<b>What's App</b> Speak to an Agent via What's App.	<b>Speak to an Agent</b> Speak to an Agent via the platform with no call or data charge	<b>Telegram</b> Speak to an Agent via Telegram
 <b>0800 033 056</b>	 <b>086 551 4153</b>	 <b><a href="mailto:reportit@ethicshelpdesk.com">reportit@ethicshelpdesk.com</a></b>	 <b>*120*0785980808#</b>	



## SECTION 3 EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

### 16 Evaluation Criteria

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



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

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFQ Reference
• Whether the Bid has been lodged on time	
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	<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>





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

## 1.2 STEP TWO: Test for Substantive Responsiveness to RFQ

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

Check for substantive responsiveness	RFQ Reference
<ul style="list-style-type: none"> <li>SBD1 Form</li> <li>Proof of CSD registration</li> </ul>	SECTION 1
<ul style="list-style-type: none"> <li>Whether any general pre-qualification criteria set by Transnet, have been met</li> </ul>	<i>All sections including Section 2 paragraphs 2.2, 3</i>
<ul style="list-style-type: none"> <li>Whether the Bid contains a priced offer on the provided pricing schedule</li> </ul>	<i>Section 4 - Quotation Form</i>
<ul style="list-style-type: none"> <li>Whether the Bid materially complies with the scope and/or specification given</li> </ul>	<i>All Sections</i>
<ul style="list-style-type: none"> <li>Whether any set prequalification criteria for preferential procurement have been met: <ul style="list-style-type: none"> <li>Indicate the minimum B-BBEE threshold of level 1.</li> <li>Indicate whether only EMEs and QSEs may participate in this RFQ</li> </ul> </li> </ul>	<i>Section 2 - Paragraph 3</i>
<ul style="list-style-type: none"> <li>The bidding company must be accredited by Private Security Industry Regulatory Authority (PSIRA) to provide the security services. The bidding company must provide an active and valid bidding company PSIRA certificate to prove that the bidding company is accredited. PSIRA certificates of individuals would not be accepted.</li> </ul>	Bidding company to provide a copy of active and valid PSIRA certificate of the bidding company. PSIRA Certificates of individuals will not be accepted.
<ul style="list-style-type: none"> <li>The Bidder must be accredited and certified by the Original Equipment Manufacturer (OEM)/ Accredited distributor as expert integrator of solution proposed whether as a direct or indirect bidder</li> </ul>	The bidder must provide a letter confirming the bidder's status with the OEM/accredited distributor, advising on memorandum of understanding (MOU) between bidder and OEM)/accredited distributor. In the event where OEM bids for this tender, a certificate of ownership by the OEM must be provided with the bid.

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

### 1.3 STEP 3: PHASE 1 – Technical evaluation

A minimum threshold of 80% must be met in order move on to the next stage of the evaluation.

Quality Criteria	Weightings	Scoring Guideline
<b>Technical Capability:</b>		
<b>Training Plan</b>  The bidding company to provide a training plan that provides a clear and detailed description of how the bidding company will approach the training requirements which include but are not limited to: 1. CCTV Surveillance system Operations 2. Control room supervision 3. CCTV Surveillance system administration 4. First-Line Maintenance on CCTV Surveillance system to that number of Client's personnel as specified on a train the trainer basis. 5. Staff trained must be issued with certificates and be able to transfer skills to others.	<b>25%</b>	0. Bidder did not provide a training plan = 0%
		1. The bidding company provided a training plan that makes a provision for one of the five training requirements.= 5%
		2. The bidding company provided a training plan that makes a provision for two of the five training requirements. . = 10%
		3. The bidding company provided a training plan that makes a provision for three of the five training requirements. =15%
		4. The bidding company provided a training plan that makes a provision for four of the five training requirements. = 20%
		5. The bidding company provided a training plan that makes a provision for five of the five training requirements. = 25%
<b>Company's previous similar expertise on the services required</b>  The bidder shall be well proven in the field, having performed the services like the ones required in the past. Provide minimum 3 x contactable references for a minimum of three operational sites together with their respective works orders.	<b>50%</b>	0. The bidding company did not provide proof of previous similar experience. = 0%
		1. The bidder has successfully commissioned 1 traceable project. Bidder must provide 1 x system commissioning certificate/reference letter with contactable details of client to proof that the bidder has successfully implemented and commissioned a similar project.= 16.6%
		2 The bidder has successfully commissioned 2 traceable projects. Bidder must provide 2 x system commissioning certificate/reference letter/s with contactable details of client to proof that the bidder has successfully implemented and commissioned a similar project. = 33.4%

		3. The bidder has successfully commissioned 3 traceable projects. Bidder must provide 3 x system commissioning certificate/reference letter/s with contactable details of client to proof that the bidder has successfully implemented and commissioned a similar project. . = 50%
<b>Time Frame for completion of the project</b>  The bidder Provide a detailed project Implementation Plan/Method that clearly shows the estimated project completion timelines.	25%	0. Bidder did not provide a project schedule. = 0%
		1. The timelines on the project plan submitted by the bidder indicate that the bidder is able complete and commission 100% of required project nationally in > 8 months = 6.25%
		2. The timelines on the project plan submitted by the bidder indicate that the bidder is able complete and commission 100% of required project in > 7 months ≤ 8 months = 12.5%
		3. The timelines on the project plan submitted by the bidder indicate that the bidder is able complete and commission 100% of required project in > 6 months ≤ 7 months = 18.7%
		4. The timelines on the project plan submitted by the bidder indicate that the bidder is able complete and commission 100% of required project in > 5 months ≤ 6 months = 25%
	100%	

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

##### a) Price and TCO Criteria [Weighted score 80 points]:

Evaluation Criteria	RFQ Reference
• Commercial offer	Section 4
• Commercial discounts <sup>1</sup>	Section 4
• Price adjustment conditions / factors	

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

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

Where:

$Ps$  = Score for the Bid under consideration

$Pt$  = Price of Bid under consideration

$Pmin$  = Price of lowest acceptable Bid

<sup>1</sup> Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected



b) **Broad-Based Black Economic Empowerment criteria** [Weighted score 20 points]

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

### 1.5 STEP 5: PHASE 2 - Threshold 100% points for Product Testing

Functionality evaluation will focus on confirming the paper responses to establish whether the proposed solution can provide the functionality as required.

The technical fit during the demonstrations will be evaluated based on detailed technical specifications document.

Respondents MUST achieve a threshold of 100% to proceed to next stage of evaluation process.

TECHNICAL EVALUATION (Phase 2)	Product Testing
Product Testing Criteria	
<b>ANNEXURE A</b> Whether the Bid materially complies with the scope and/or specification given:	
<ul style="list-style-type: none"> <li>• Product testing sheet of compliance to the mobile CCTV Surveillance system project submitted (100% completion and compliance)</li> </ul>	
<ul style="list-style-type: none"> <li>• Bidders will be required to adhere to the following requirements to enable the Bid Specification and evaluation team (BSC and BPEC) team to follow the process and confirm that the solution offered meets the technical specifications:               <ul style="list-style-type: none"> <li>- Install a pilot project at their cost at Transnet nominated site (City Deep) and the system proposed shall pass the test cases produced by TFR. The test cases shall be derived from the detail technical specifications.</li> <li>- Demonstrate functionality of the solution proposed as indicated in the detail technical specifications.</li> </ul> </li> </ul>	
<ul style="list-style-type: none"> <li>• The mobile CCTV Surveillance system proposed shall have the capability to be monitored and managed remotely via a wireless network. Wireless connectivity is required as the cameras will be mounted onto cranes and reach stackers which are mobile.</li> </ul>	
<ul style="list-style-type: none"> <li>• The system shall have the capability to function on a wireless Internet Protocol (IP)-based network.</li> </ul>	
<ul style="list-style-type: none"> <li>• The wireless links should be able to connect and communicate over a distance of at least 1500 meters.</li> </ul>	
<ul style="list-style-type: none"> <li>• The cameras shall be installed strategically on the reach stackers and cranes to capture the images of containers that are being loaded/offloaded on trucks and trains, images of the driver operating the crane / reach stacker and general</li> </ul>	

TECHNICAL EVALUATION (Phase 2)	Product Testing
Product Testing Criteria	
surveillance around the reach stacker/ crane and within the container terminal.	
<ul style="list-style-type: none"> <li>The Camera shall have multi-streaming support including different frame rate, bit rate, resolution, and quality and compression format from an individual camera.</li> </ul>	
<ul style="list-style-type: none"> <li>The Camera shall have a built-in web server to make video and configuration available in a standard browser environment. The built-in web server shall support multiple users with different permission levels and unique usernames and passwords.</li> </ul>	
<ul style="list-style-type: none"> <li>The Camera shall support user configuration of network parameters including: Static IP address; Subnet Mask; Gateway; and Control Port for control communications.</li> </ul>	
<ul style="list-style-type: none"> <li>The Camera shall support user configuration of camera parameters including: Camera Name; Location and Logical ID.</li> </ul>	
<ul style="list-style-type: none"> <li>The Camera shall support user configuration of image acquisition parameters including: Exposure Control; Flicker Control; Iris Control; Day/Night Control; White Balance Control; Colour Saturation and Sharpening.</li> </ul>	
<ul style="list-style-type: none"> <li>The Camera shall support a mode that automatically removes the IR filter and enters a monochrome mode when the available light drops below a set threshold.</li> </ul>	
<ul style="list-style-type: none"> <li>Objects enters area: The event is triggered when the specified number of objects have entered the region of interest.</li> </ul>	
<ul style="list-style-type: none"> <li>Direction violated: The event is triggered when an object moves in the prohibited direction of travel.</li> </ul>	

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

#### 1.6 STEP SIX: Post Tender Negotiations (if applicable)

- Respondents are to note that Transnet may not award a contract if the price offered is not market related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
  - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
  - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.



- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

#### **1.7 STEP SEVEN: Award of business and conclusion of contract**

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

### **17 Validity Period**

Transnet requires a validity period of 180 [FRIDAY 21 SEPTEMBER 2023] Business Days from the closing date of this RFQ, excluding the first day and including the last day.

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

### **18 Disclosure of contract information**

#### **Prices Quoted**

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

#### **Johannesburg Stock Exchange Debt Listing Requirements**

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

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

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

- Considered relevant governance protocols;



- Determined the DPIIP 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 (DPIIP) 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=DPIIP>, Respondents are required to disclose any commercial relationship with a DPIIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
<b>Is the Respondent</b> (Complete with a "Yes" or "No")						
<b>A DPIIP/FPPO</b>		<b>Closely Related to a DPIIP/FPPO</b>		<b>Closely Associated to a DPIIP/FPPO</b>		
<b>List all known business interests, in which a DPIIP/FPPO may have a direct/indirect interest or significant participation or involvement.</b>						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

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

## 19 Returnable Documents

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

Mandatory Returnable Documents	<b><i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ <u>will</u> result in a Respondent's disqualification.</i></b>
--------------------------------	---

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

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

**a) Mandatory Returnable Documents**

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

<b>Mandatory Returnable Documents</b>	<b>Submitted [Yes or No]</b>
SECTION 1: SBD1 Form Proof of CSD registration	
SECTION 4: Pricing Schedule Submitted & All Items on Pricing Schedule Priced 100%	
Valid proof of Respondent's compliance to B-BBEE level 2 or better requirements stipulated in Section 7 of this RFQ. Valid B-BBEE certificate(s) or Sworn Affidavit	
Proof of central supplier database registration	

**b) Returnable Documents Used for Scoring**

<b>RETURABLE DOCUMENTS USED FOR SCORING</b>	<b>SUBMITTED [Yes or No]</b>
Valid B-BBEE sworn affidavit or sworn affidavit	
Training Plan	
Company's previous similar expertise on the services required	
Time Frame for completion of the project	

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:





**c) Essential Returnable Documents:**

Over and the above the requirements of section (a) and (b) mentioned above, Respondents are further required to submit with their Proposals the following

**Essential Returnable Documents** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
SECTION 5: Certificate of Acquaintance with RFQ Documents	
SECTION 6: RFQ Declaration and Breach of Law Form	
SECTION 7: B-BBEE Preference Claim Form	
SECTION 8: SBD 9 - Certificate of Independent Bid Determination	
SECTION 9: SBD 9 - Certificate of Attendance Of Compulsory/Non-Compulsory RFQ Briefing.	
SECTION 10: Protection of Personal Information	

**20 CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

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



**SECTION 4**  
**QUOTATION FORM**

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

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

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

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

**Price Schedule**

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

Item No	Description of Item	Unit	Qty	Unit Price	TOTAL PRICE OF ITEMS [ZAR]
1	Supply, install, commission, configure and integrate a complete (End to end) wireless CCTV surveillance system with 54 x HD 3.0 MP, H.264, D-Night, Ip, Outdoor Bullet cameras. <b>Installation of cameras will be as follows:</b> 30 cameras on x 10 x reach stackers. 18 cameras on x 18 x haulers. 6 cameras on x 3 x cranes.	Each	54		
2	Supply, install, commission, configure and integrate Network Video Recorder (NVR) and Application Management Software. All 54 x cameras must be integrated to the NVR.	Each	1		
3	Supply and configure a Wireless communication system for transmission of data from the cameras installed on haulers, cranes, and reach stackers to the Network Video Recorders in City Deep. Supply a complete network design for data transmission from cameras to the NVRs and control room.	Lot	1		
4	Supply, install, commission, configure and integrate Enterprise camera licences for cameras	Each	54		
5	Training fees (System Operator)	Each	2		
6	Training fees (System Administrator)	Each	1		
7	Commissioning of the system the entire solution	Lot	1		
<b>TOTAL excluding VAT:</b>					
<b>VAT 15%</b>					
<b>TOTAL including VAT</b>					

**Delivery Lead-Time**

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

**Notes to Pricing:**

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

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFQ.

- b) All Prices must be quoted in South African Rand, inclusive of VAT
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule will result in a bid being disqualified.
- e) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.



## SECTION 5

## CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

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

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

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

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

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

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

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

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

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





## SECTION 6

## RFQ DECLARATION AND BREACH OF LAW FORM

NAME

OF

ENTITY:

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

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



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

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Indicate nature of relationship with Transnet:

---



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

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

#### **DECLARATION OF INTEREST REGARDING PERSONS EMPLOYED BY THE STATE (SBD4)**

12. Any legal person, including persons employed by the state<sup>2</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

#### **13. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:**

13.1. Full Name of bidder or his or her representative: .....

---

<sup>2</sup> "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.



13.2. Identity

Number:

13.3. Position occupied in the Company (director, trustee, shareholder<sup>3</sup>):

13.4. Company Registration Number: .....

13.5. Tax Reference Number: .....

13.6. VAT Registration Number: .....

13.7. Are you or any person connected with the bidder presently employed by the state?	<b>YES / NO</b>
13.7.1. If so, furnish the following particulars:	
Name of person / director / trustee / shareholder/ member:	.....
Name of state institution at which you or the person connected to the bidder is employed :	.....
Position occupied in the state institution:	.....
Any other particulars:	.....
13.8. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	<b>YES / NO</b>
13.8.1. If yes, did you attached proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	<b>YES / NO</b>
13.8.2. If no, furnish reasons for non-submission of such proof:	.....
13.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	<b>YES / NO</b>
13.9.1. If so, furnish particulars:	.....
13.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	<b>YES / NO</b>
13.10.1. If so, furnish particulars:	.....
13.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of	<b>YES / NO</b>

<sup>3</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

this bid?	
13.11.1. If so, furnish particulars:	.....
13.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?	<b>YES / NO</b>
13.12.1. If so, furnish particulars:	.....

The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 14 below.

**14. Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

**BREACH OF LAW**

15. 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	AS WITNESS:
----------------------	-------------

_____	
duly authorised hereto	
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____

**SECTION 7****B-BBEE PREFERENCE POINTS CLAIM FORM**

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

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Either the 80/20 preference point system will be applicable to this tender.
- 1.4 Preference points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
- 1.5 The maximum points for this bid are allocated as follows:

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

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

**2. DEFINITIONS**

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the



Broad-Based Black Economic Empowerment Act;

- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"** means:
  - 1) B-BBEE status level certificate issued by an unauthorised body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small 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.

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>4</sup></b>	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

<sup>4</sup> In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a Sworn Affidavit as the generic codes are not applicable to them.



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

## 5. BID DECLARATION

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

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

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

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

## 7. SUB-CONTRACTING

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

(*Tick applicable box*)

YES		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 an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: 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		
<b>OR</b>		
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

- Te  
Ju
1. ....
  2. ....

## SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....





**SECTION 8**

**CERTIFICATE OF ATTENDANCE OF COMPULSORY/NON-COMPULSORY RFQ BRIEFING**

It is hereby certified that –

1. \_\_\_\_\_

2. \_\_\_\_\_

Representative(s) of \_\_\_\_\_ *[name of entity]*  
attended the RFQ briefing in respect of the proposed Goods/Services to be rendered in terms of this RFQ  
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**

### **SBD 9- CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
2. Transnet will take all reasonable steps to prevent abuse of the supply chain management system and to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancels a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
3. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
4. In order to give effect to the above, the following certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, 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
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>5</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a. prices;
  - b. geographical area where product or service will be rendered (market allocation)
  - c. methods, factors or formulas used to calculate prices;

---

<sup>5</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract



- 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 bid; or
  - f. bidding with the intention not to win the bid.
8. 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 products or services to which this bid invitation relates.
  9. 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.
  10. 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.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder



**SECTION 10**

**PROTECTION OF PERSONAL INFORMATION**

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



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

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

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

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

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

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

## **ANNEXURE B: DETAILED SPECIFICATION**

**DESIGN, SUPPLY, INSTALLATION, COMMISSIONING, CONFIGURATION AND INTEGRATION OF ALL EQUIPMENT, SOFTWARE AND DATABASE FOR A WIRELESS HIGH-DEFINITION INTERNET PROTOCOL VIDEO SURVEILLANCE (HDIPVS) SYSTEM AT CITY DEEP, KAZERNE, AND KAZCON FOR A PERIOD OF 12 MONTHS (1 YEAR).**

### **ABBREVIATIONS**

TFR	Transnet Freight Rail
AI	Artificial Intelligence
MP	Mega Pixels
Wi-Fi	Wireless Network
HDIPVS	High-Definition Internet Protocol Video Surveillance
FPS	Frames Per Second
AC	Alternating Current
LAN / WAN	Local Area Network / Wide Area Network
mm	Millimetre
ECSA	Engineering Council of South Africa
PSIRA	Private Security Industry Regulatory Authority
IE	Internet Explorer
OEM	Original Equipment Manufacturer
GPS	Global Positioning System
IEC	International Electro Technical Commission
IT	Information Technology
NVMS	Network Virtual Management Software
CCTV	Closed Circuit Television
UPS	Uninterruptible Power Supply
SLA	Service Level Agreement
GUI	Graphical User Interface
LCD	Liquid Crystal Display
V	Volts
DC	Direct Current
ISO	International Organization of Standardization
GIS	Geographical Information System
MB	Mega Byte
PTZ	Pan/Tilt/Zoom
TCP/IP	Transfer Control Protocol/Internet Protocol
PIR	Passive Infrared Detector
GB	Giga Byte
RAM	Random Access Memory
ROM	Read Only Memory
VPN	Virtual Private Network



## 1. GENERAL REQUIREMENTS

- 1.1 This specification covers the design, supply, installation, commissioning, configuration, integration, training and maintenance of all equipment, hardware, software, and databases for the mobile wireless (Wi-Fi) High-Definition Internet Protocol Video Surveillance (HDIPVS) system.
- 1.2 The successful bidder will be required to demonstrate their competence to design, supply, install, commission, configure, integrate, train, and maintain all equipment, hardware, software, cabling, ancillary services as required and databases for the mobile Wi-Fi Closed-Circuit Television (CCTV) Surveillance system.
- 1.3 The mobile Wi-Fi CCTV surveillance system proposed shall have the capability to be monitored and managed remotely via a wireless network. Wireless connectivity is required as the cameras will be mounted onto cranes, reach stackers, and haulers which are mobile.
- 1.4 "Client" means Transnet Freight Rail (TFR), (all either fully, partially, or not at all in capitals).
- 1.5 "Local authority" means and refers to the authority having jurisdiction over the premises involved in this contract. This authority could be Eskom, municipality, government department, registered owner, etc.
- 1.6 "Bidder" (all either fully, partially, or not at all in capitals), means and refers to the bidder, who is appointed in terms of this contract, irrespective of whether the contract is a direct contract with the client or a sub-contract with the Principal Bidder.
- 1.7 "Engineer" means and refers to the person (professional Engineer registered at Engineering Council of South Africa - ECSA) or company (professional consulting engineering company, registered at Consulting Engineers South Africa (CESA) [formally South African Association of Consulting Engineers - SAACE]) appointed by the Client to represent the Client from an engineering perspective, should such an appointment be deemed necessary. In the absence of such an appointment, the Client will perform these functions internally by TFR Security and Forensics department.
- 1.8 Bidders are required to check number of pages and drawings before submission of the tender bid pack. Should the respondents find missing, duplication, arithmetic errors, or any other errors, they should notify TFR during the clarification questions period and TFR will attend to concerns raised by bidders within 24 hours.
- 1.9 Due to Covid-19 regulations that restrict gatherings, a formal briefing session will not be held but should Respondents have specific queries they should email these to Transnet during clarification period. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.
- 1.10 Failure to fully comply with the requirements may result in disqualification of a bid submission. All particulars as set out in any schedules shall be filled in by the Bidders.
- 1.11 The information supplied is a property of TFR and cannot be used for any other project.
- 1.12 The bidder is expected to provide project timelines to complete the project. The timelines will be reviewed and accepted by TFR once a successful bidder has been appointed. The bidder will be expected to complete this contract within the timelines determined and accepted by TFR.
- 1.13 Should it occur that any part or parts of the specification or drawings should be intelligible to the bidder or that the materials or the articles to be used in the execution of the works are insufficiently described, it is to be clearly understood the CLIENT representative shall be requested in writing to make clear his requirements in writing. TFR will attend to concerns raised by bidders within 24 hours. The Bidder will be deemed to have carefully examined all the parts of this specification and drawings relevant to this project.
- 1.14 The following International and National standards may have been referenced, as per the individual general and detail tender specification's requirements. Bidders shall ensure compliance with the updated and most recent standards as well as those that are not listed below:
  - 1.14.1 South African Bureau of Standards (SABS)
  - 1.14.2 The environmental Conservation Act (Act No 73 of 1989) as amended
  - 1.14.3 ISO 9001 Quality Management Systems



- 1.14.4 American National Standards Institute (ANSI)
  - 1.14.5 Electronic Industry Association (EIA)
  - 1.14.6 Electricity Act (Act No. 41 of 1987) as amended
  - 1.14.7 Occupational Health and Safety Act (Act No 85 of 1993)
  - 1.14.8 SANS 9000:2005/ISO 9000:2005: Quality management systems
- NOTE:** Where no SANS guidelines exist, the IEC and ANSI standards will be applicable.

- 1.15 The bidder must provide three system commissioning certificates/reference letters with contactable details of clients to proof that the bidder has successfully implemented and commissioned similar projects in the last 36 months. The information provided is subject to verification.
- 1.16 The bidding company must be accredited by Private Security Industry Regulatory Authority (PSIRA) to provide the security services. The bidding company must provide an active and valid PSIRA certificate of the bidding company to prove that the bidding company is accredited. PSIRA certificates of individuals would not be accepted.
- 1.17 Bidders are required to provide at the time of tendering the Schedules of hardware, equipment and software offered (Technical brochures, catalogues, and technical data sheets) and any other information by which the equipment and materials may be identified. Information provided shall be submitted with the tender to enable the unit concerned to be identified without ambiguity. The brochures of solutions proposed (hardware and software) will also be used to evaluate Technical Compliance to specifications (Phase 1) of the evaluation criteria.
- 1.18 All materials and equipment used shall be of latest technology and shall be suitable for the environment and service for which it is to be used. This pertains; inter alias, to corrosion protection, Ultraviolet (UV) stability etc.
- 1.19 Equipment (hardware and software) supplied must meet the required technical specifications. Proof of compliance must be provided in a form of technical brochures, catalogues, and technical data sheets.
- 1.20 It shall be assumed that the bidder is conversant with the above-mentioned requirements. Should any requirement, by-law or regulation which contradicts the requirements of this specification apply or become applicable during erection of the Installation, such requirement, by-law, or regulation shall overrule this specification and the bidder shall immediately inform the Client of such a contradiction. Under no circumstances shall the bidder carry out any variations to the Installation in terms of such contradictions without obtaining the written permission to do so from the Client.
- 1.21 To comply with the Occupational Health and Safety (OHS) Act the bidder shall also adhere to the standing instructions applicable to the site as issued from time to time by the Engineer and/or Client.
- 1.22 Noise control, environmental aspects, aesthetics, and staff comfort all to adhere to the OHS Act.
- 1.23 The bidder will provide a certified standard 3-year warranty on all electronic equipment.
- 1.24 The Bidder must be accredited and certified by the Original Equipment Manufacturer (OEM)/Accredited distributor as expert integrator of solution proposed whether as a direct or indirect bidder. The bidder must provide a letter confirming the bidder's status with the OEM/accredited distributor, advising on memorandum of understanding (MOU) between bidder and OEM/accredited distributor. In the event where OEM bids for this tender, a certificate of ownership by the OEM must be provided with the bid.
- 1.25 The bidder shall provide evidence of competency in carrying out the installation management, system configuration, system commissioning, and system maintenance. The key resources that a bidder will use for the project shall be required to be competent. Bidders must provide resumes of key resources and their certificates issued by the OEM/accredited distributors of similar installations displaying evidence of training and indicating the level of training. The certificates must have manufacturer/accredited distributor logos and be signed off by the OEM / accredited distributor.
- 1.26 Where the conditions elsewhere in this specification are at variance with the items contained in the tender form, the latter shall take preference.
- 1.27 The bidder must include as part of the tender submission a complete technical compliance Product Testing response.
- 1.28 Due to the security nature of this requirements and the critically of this application only proven products shall be considered. Bidder must provide a report on the product proposed to prove that at least one (1) installation of a product proposed was installed previously and is operational in accordance with the above requirements for a minimum period of no less than 36 months before a product will be regarded as a proven product.



## 2. STANDARD TECHNICAL SPECIFICATIONS

- 2.1 The standard technical specifications cover the general technical requirements with regards to material, installation, testing, commissioning, and guarantee of electrical and/or mechanical installations for the CLIENT (TFR). These specifications shall be read in Conjunction with the rest of this contract in its entirety.
- 2.2 The conditions and/or specifications in this document shall be regarded as the absolute minimum requirement.
- 2.3 Once the installation has commenced with the appropriate approvals for using any type and make of article or equipment, the same type and make of article or equipment shall be used throughout the project for that specific application unless otherwise specified.
- 2.4 The workmanship under this contract shall be of a high standard and to the satisfaction of the CLIENT.
- 2.5 All materials and equipment supplied and/or installed under this contract shall be new, of high quality (Ideal for mobile and 24-hour operation) and the best of their respective kinds.
- 2.6 All materials and equipment supplied and/or installed under this contract shall comply with the requirements laid down in the latest editions of the relevant SABS and their amendments and with the requirements of this specification.
- 2.7 The bidder is warned to place all orders for material or special articles a week after the purchase order is issued to him by TFR as he will be held solely responsible for any delay in the delivery of such goods, unless such delay has been declared to the CLIENT in writing, who may unreasonably withhold acceptable of such delay and its resultant effects.
- 2.8 In the case of a direct contract with the CLIENT the works must be completed in the time as tendered on the form of tender.
- 2.9 At all times for the duration of the contract, the work shall be carried out under the direct supervision of a qualified, skilled, and competent tradesman and representative of the bidder.

## 3. TRAINING

- 3.1 In order to successfully deliver the solution TFR envisages extensive training to be undertaken by its employees. This RFP includes training requirements and bidders must demonstrate the proposed training plan to implement the integrated solution.
- 3.2 The bidder shall provide operational, supervision, administrator, First-Line Maintenance, Engineering, and Management training to that number of Client's personnel as specified by the client, but subject to a Maximum of 3 employees of the client, on a train the trainer basis, in the use and operation of the Security Site System and solutions proposed.
- 3.3 Training shall be carried out by experienced personnel of the bidder who are proficient in the English language and have the requisite experience and expertise to provide training in all aspects and areas of the Site Security System to enable the relevant personnel to properly use and operate the Site Security System and solutions proposed.
- 3.4 The bidder shall provide all relevant documentation required for training of the designated number of employees. In this regard the Bidder warrants that the training will be of such quality and standards as to ensure that the Client's personnel will have skills required to use and operate the system properly.
- 3.5 The level of training will be equal to that of the bidder's personnel with regards to the technology deployed. Training syllabus shall be like the one provided by the OEM.
- 3.6 Pre-requisite user qualifications and experience is to be defined by the solution provider.
- 3.7 Training material must cater for manual and e-learning material with assessment tools, criteria, and results management.
- 3.8 Provide Expert User Training – Expert users will be interacting with the capacity planning system and require extensive training on using the system, and on how to do capacity planning. Training for these users must be role based and each end user's role in the overall process must be demonstrated.
- 3.9 Provide Management training – these users typically require training on management reporting and monitoring. Formal training requirements and frequencies must be specified.
- 3.10 Knowledge and skills transfer to enable TFR to be self-sufficient must be incorporated in the project schedule where the Bidder team and the TFR teams are working side by side to develop the solution.



- 3.11 Training material will be developed by the Bidder as per the TFR School of Rail standards.
- 3.12 The Bidder will be required to provide training on the following:
  - 3.12.1 Training on how to interpret the results of the systems capabilities and to use these results in decision-making and data analytics;
  - 3.12.2 Environment setup and support to the TFR IT application support team; and
  - 3.12.3 Software support of the solution to the TFR IT application development team.
- 3.13 The bidders should provide TFR with the following as part of the tender submission:
  - 3.13.1 The training methodology and strategy;
  - 3.13.2 The training plan;
  - 3.13.3 The proposed roles and role job requirements for training purposes for the solution;
  - 3.13.4 The minimum skills requirements for each proposed role;
  - 3.13.5 Training durations for each role Pre-requisite qualifications and experience is to be defined by the solution provider; and
  - 3.13.6 The numbers of discipline specific personnel are to be determined based on maintaining and updating the module at least once a quarter.
- 3.14 Training shall be adequate to ensure that the groups trained are:
  - 3.14.1 Competent in the operation of system;
  - 3.14.2 Administrators and Supervisors adequately trained to carry out their respective functions as well as on-going training;
  - 3.14.3 Maintenance staff demonstrates a complete understanding of the location and connectivity of the various elements of the security services installation, adequately trained to carry out on-going first line maintenance;
  - 3.14.4 All Administrators, Supervisors, Engineering and Maintenance staff are fully aware of the location of all equipment installed as part of this Contract within their area of responsibility.

#### 4. GRANT OF LICENSE

- 4.1 The Bidder hereby grants to the client, who hereby accepts, a perpetual, non-exclusive licence to use the Software for the System and (if applicable) the Client's own existing and new integrated systems.
- 4.2 If applicable the Client shall pay to the bidder the once off licence fees per system. No further licence fees shall be payable by the Client to the bidder for the use of the Software.
- 4.3 Details of the systems license model shall be provided in the tender response.
- 4.4 Licensing shall permit all operational requirements for a specific system. This shall include but not limited to:
  - 4.4.1. The live (operational) system.
  - 4.4.2. Temporary test installations used for investigating configuration options or new software releases.
  - 4.4.3. Secondary installations required for standby operation.
- 4.5 Updating of license content to make changes to the number of licensed items shall not require a server restart.
- 4.6 It is acceptable to require a restart to allow incorporating additional features to the license
- 4.7 The license content shall be viewable from within the solution Graphical User Interface (GUI)

#### 5. BIDDER'S LIABILITY IN RESPECT OF DEFECTS AND MAINTENANCE

- 5.1 The systems shall be mainly maintenance free allowing for easy replacement of parts at component level only.
- 5.2 The bidder shall provide technical support and shall warrant that technical support during the warranty period is available.
- 5.3 The bidder shall make all adjustments necessary to the correct operation of the plants after the date of first delivery of the installation to the CLIENT.
- 5.4 The Bidder shall make good any defects due to inferior material or workmanship that may arise during this period.
- 5.5 If during this period, the plant is not in working order for any reason for which the bidder can be held responsible or if the plant develops defects, the bidder will be notified and



immediate steps shall be taken by him to remedy the defects or to make any adjustments required at his own cost.

- 5.6 Should such defects occur so frequent as to become objectionable or should the equipment otherwise prove unsatisfactory during the above-mentioned period, the bidder, if called upon by the CLIENT, shall replace at his own expense the whole or such parts thereof as the CLIENT may deem necessary, with apparatus to be specified by the CLIENT.
- 5.7 The bidder shall deliver a proposed maintenance program to the Client, for approval, 5 working days prior to final handover.
- 5.8 The proposed maintenance plan shall include a full back-up service for all the equipment and cabling installed as well as all software installed by the successful bidder under this contract.
- 5.9 During the defects period the bidder shall provide:
  - 5.9.1 Monthly inspection and test of the system to verify continued operation of the system in accordance with the performance parameters specified in the Sub-contract.
  - 5.9.2 Assessment of system reports to ensure continued performance reliability of the system and associated devices;
  - 5.9.3 Record all works carried out during each visit and forward copies of all records to the Client within 7 days of the conduct of the monthly visits.
- 5.10 For Call Outs during Defects Liability Period:
  - 5.10.1 The bidder shall attend on site within four (4) hours of notification of a failure of the equipment and associated systems.
- 5.11 The call out during the defect liabilities period requirement shall apply on a 24-hour day, 7 day a week basis.
- 5.12 The bidder shall forward details of contact staff, bidders, agents and/or representatives to be used to provide afterhours call out service to the Client, for approval.
- 5.13 The provided details shall indicate staffing levels, roster of after hour's on-call personnel, spare parts holdings, systems experience and qualifications.

## 6. CONSTRUCTIONAL WORKS

- 6.1 Any damage done to TFR building, structure, reach stacker, crane, and hauler by the bidder or his staff shall be made good by the bidder himself at his own expense.
- 6.2 Except where otherwise stated the painting of plant shall be carried out by the bidder. No face-brick and cutting and drilling of structural concrete and equipment will be done without approval of TFR.
- 6.3 In all cases where the bidder uses facilities provided by others, it is the responsibility of the bidder to ensure that these are provided correctly to match his requirements. If discrepancies are found, these shall be brought to the attention of Transnet immediately and prior to the installation of equipment.
- 6.4 The responsibility of and cost of holes, recessed, chases, ducts, manholes, etc. and the builders work as per the Provisional Bill of Quantities will form part of this contract, the extents which may be re-measured on completion and paid for in terms of the conditions contained herein. Where no builder or main/principal Bidder is concerned, cutting away and making good shall be carried out by and at the expense of the bidder except where otherwise specified.
- 6.5 The Bidder will be held responsible for the sizes and positions of the holes, chases, recesses, ducts, etc. required. Any alterations to these after they have been provided (as specified) by the CLIENT will be for the bidder's account if he is at fault.
- 6.6 Any damage done to the existing computer cabling, building, and equipment by the Bidder or his staff during installation shall be made good by the Bidder at his own expense.
- 6.7 The Bidder shall ensure that any telecommunications, computer, or other valuable equipment of the CLIENT is sufficiently protected against work or dust by means of temporary covering or sealed-off partitions.
- 6.8 The installation shall be comprehensibly commissioned and configured as individual and integrated systems as may be required by the configuration after the works are substantially complete.
- 6.9 All holes, wire ways, trenches, etc. required for this installation and made by the bidder shall be reinstated to the original condition.



- 6.10 The bidder shall provide all necessary dustsheets, covers, etc. and shall exercise all necessary care to prevent marking the surface of joinery, walls, floors, electrical fittings, etc.
- 6.11 All parts of work must be always kept perfectly clean and free from spotting, accumulation, of rubbish, debris and dirt arising from the painting operation.

## 7. AREAS OF INSTALLATION

- 7.1 The CCTV Surveillance system cameras will be installed on highly mobile cranes, reach stackers, and haulers which are used for container stacking and movement at City Deep, Kazerne, and Kazcon (Johannesburg).

## 8. PRICING

- 8.1 Pricing shall be in South African Rands.
- 8.2 The bidder shall clearly detail all pricing for components, cabling, installation, engineering, training, commissioning, setting to work, and a 36-months comprehensive warranty on the Bill of Material (BOM).
- 8.3 The bidder is required to submit rates as per the Bill of Material (BOM). These rates are deemed to be inclusive of costs for all elements to make the system complete and fully functional.
- 8.4 Any additional expenditure by the CLIENT due to "malfunction" or "failure to perform" on the part of the bidder will be considered fruitless fees and shall be for the account of the bidder.

## 9. GENERAL ELECTRICAL WORKS

- 9.1 The bidders will provide a wireless network and power sources for the system and CCTV cameras that will be installed on moving cranes, reach stackers, and haulers. The following shall form part of the bidders' responsibility, unless otherwise specified:
  - 9.1.1 Allocation of most suitable supply distribution board
  - 9.1.2 Supply and installation of switchgear and circuit wiring to equipment positions as per SANS 100124
  - 9.1.3 Circuit labelling
  - 9.1.4 Conduit or wire way installation
  - 9.1.5 Labelling of switchgear and update legend cards
  - 9.1.6 Issue Certificate of Compliance for each distribution board – Termination
- 9.2 All circuits (Where applicable) shall be wired from fresh unused coils of red, white, blue, and black conductors. The colours of conductors shall correspond to the phase from which that circuit is fed. The use of insulation tape for colour coding will not be accepted.
- 9.3 Wiring shall not be drawn into conduit until the conduit installation has been completed, fitted with bushes and all moisture and debris has been removed.
- 9.4 Joints of any kind will not be permitted in wiring.
- 9.5 Suitable cable markers indicating the circuit (Acc Con 10 or P10 on both line and neutral conductors shall mark all conductors).
- 9.6 Circuit wiring shall be taped together by means of PVC insulated tape at intervals not exceeding 1000 mm.
- 9.7 Isolators shall be installed at each point where 231 V AC power is required for controllers, terminals, power supply units, etc. The units shall be of the 16Amp 2 pole type complete with metal enclosure.
- 9.8 Socket outlets shall be installed at each point where 231V AC power is required for computers, printers, sublimation printers, cameras etc.
- 9.9 Dedicated SSO's shall consist of a red shaved pin 16A switch socket outlet complete with red cover plate similar or equal suitable for surface counting.
- 9.10 Normal SSO's shall consist of a 16A-switch socket outlet complete with white cover plate similar or equal suitable for surface mounting.

## 10. DRAWINGS





- 10.1 Two (2) copies of all workshop drawings as approved and signed by the bidder shall, within six (6) weeks after appointment of the successful Bidder, be submitted to the CLIENT for approval prior to manufacture.
- 10.2 Workshop drawings shall be prepared for wiring diagrams, schematic diagrams, general arrangements and construction details of all distribution boards and mechanical systems. These drawings shall indicate all electrical and mechanical information as well as the make and type of equipment, dimensions, ratings, and other relevant technical information.
- 10.3 The CLIENT's approval of shop drawings shall not relieve the bidder of responsibility for any deviation from the requirements of this contract unless the bidder has informed the CLIENT in writing of such deviation at the time of submission of shop drawings or samples and the CLIENT has given written approval for the specific deviation, nor shall the CLIENT's approval relieve the bidder of responsibility for errors or omissions in the workshop drawings or samples.
- 10.4 One set of paper drawings applicable to this contract will be issued to the bidder for installation purposes. Any further copies required shall be purchased from the CLIENT. The bidder shall always during the duration of the contract make available a complete set of up-to-date design and workshop drawings as well as a copy of the contract at no cost for use on site by the CLIENT, architect, engineers, and bidders authorised on site.

## 11. CABLING

- 11.1 Supply, install, connect, and terminate all cabling necessary to complete the installation, wireless network, audio, data, control, fibre-optic (where applicable), communications cabling and device cabling.
- 11.2 All required cabling shall be supplied as part of this contract.
- 11.3 All terminated cabling shall be neatly tied/loomed to prevent damage to terminations and interference or obstruction of other services.
- 11.4 Strain relief shall be provided for cables connected to mounted equipment.
- 11.5 All cables shall have stranded copper conductors and shall be PVC insulated with overall PVC Sheath.
- 11.6 All cabling shall be concealed and installed on metal cable tray, cable duct, and conduits.
- 11.7 Cabling shall be installed with due regard to future removal and replacement of cables.
- 11.8 Due consideration shall be given to voltage drop when calculating cable sizes.
- 11.9 No joint or connections shall be permitted. Adequate loose cable shall be left behind all equipment to facilitate removal for inspection, adjustment, or replacement.
- 11.10 All cables shall be allocated and identified with unique number.
- 11.11 All cables including patch leads shall be clearly labelled. Labels shall be affixed within 250mm of each termination.
- 11.12 Duplication of cabling and equipment identities shall not be allowed.
- 11.13 Install services for each respective section and system and physically separate from other systems to a discipline and coordinated layout plan. Adjacent services shall run approximately parallel. Crossing services shall cross at approximate right angles.
- 11.14 Separation distances shall not be less than 100mm for power cables, 300mm for ELV and Communication cables to parallel power cables, 90 – 100mm for ELV and communications cables to power cables crossed.
- 11.15 It shall be the responsibility of the bidder to design the cabling system network and determine the type of cable required for interconnection of various components, which make up the total system to be installed, to comply with the contract documents.
- 11.16 Installation and cable route shall be to the satisfaction of the Client.
- 11.17 Cables shall be installed in a manner eliminating any possibility of strain on the cable itself or on cable terminations.
- 11.18 Any bending, jagged edges or any other forms of damage or deformation of cable trays or wire ways shall be made good, before cables are installed.
- 11.19 Conduit shall be thoroughly cleaned and have all burrs removed before the drawing in of any cable.
- 11.20 The tray shall be supported at every change in direction of the cable tray route. The minimum radius of any bend of the tray is to suit the minimum bending radius of the largest cable on the tray.



- 11.21 Cable trays shall be firmly secured in position in such a manner to cause as little obstruction to walkways etc., as possible.
- 11.22 Hangers, support and anchors for wire ways and equipment, shall be designed and installed about appearance and convenience as well as for adequate strength and rigidity. Only professional quality fixing material and methods shall be used. Nails and glue are not acceptable.
- 11.23 During the installation of cable should any kinks or abrasions to insulation, braiding, sheathing, or armouring occur, the affected cable shall be withdrawn and replaced with new cable.
- 11.24 All cable cores and wires shall be numbered at all termination points with "slip-on" interlocking type cable markers. Split-ferrule types are unacceptable. In the case of multi-core cables each core shall be numbered.
- 11.25 Cables shall be fitted with tags at the following points:
  - 11.25.1 On the cable sheath next to the gland at each end;
  - 11.25.2 In cable pits;
  - 11.25.3 At any additional point on the cable sheath (or around the core bunch) where the preceding requirements are not readily traceable from the core terminations.
- 11.26 Generally all cables shall be allocated an identifiable and unique cable number. All cables including patch leads shall be clearly labelled. Labels shall be affixed within 250mm of each termination. Cable identification tags shall be orientated uniformly to read left to right from the logical viewing point horizontally; and from bottom to top viewed from the right were installed vertically. Duplication of cabling and equipment identities shall not be allowed
- 11.27 Signs, Markers, Nameplates and Tags shall comply with the following specifications:
  - 11.27.1 Totally UV-resistant;
  - 11.27.2 Fade-resistant;
  - 11.27.3 Corrosion resistant;
  - 11.27.4 Shall have a minimum life expectancy of 10 years;
  - 11.27.5 Shall not be damaged by any commercially available solvent;
  - 11.27.6 Cable tags shall be provided in accordance with SANS.
  - 11.27.7 For the officers inside the compound to easily identify equipment locations a 250mm x 200mm sign shall be installed on each field cabinet.
  - 11.27.8 Precision engraved letters and numbers with uniform margins.
  - 11.27.9 Character sizes shall be a minimum of 50mm high.
  - 11.27.10 All nameplates shall be permanently attached.

## 12 WIRELESS NETWORK CONNECTIVITY

- 12.1 The system shall have the capability to function on a wireless Internet Protocol (IP)-based network.
- 12.2 Point to point and point to multipoint performance of the wireless communication must beat least 100 Mbps. Data being transmitted and received must be encrypted.
- 12.3 The solution must operate in a licensed band and adhere all rules and regulations as defined by Independent Communications Authority of South Africa (ICASA).
- 12.4 All required antenna and link module mounting hardware must be supplied and installed.
- 12.5 The wireless links should be able to connect and communicate over a distance of at least 1500 meters.
- 12.6 The cameras proposed must be compatible with the wireless link through RJ45 connection.
- 12.7 The integrated solution must include operating system and licences.
- 12.8 The wireless links must be capable of being mounted on structures not limited to mobile cranes, reach stackers, haulers, steel, concrete poles, pre-existing buildings, or mast poles. All connectors and mounting equipment must be supplied and installed where needed.
- 12.9 All communication shall be based on the principles of service-oriented architecture, in that the central communication mechanism is a collection of Service-oriented architecture (SOA) compliant services being consumed by the various components of the solution.
- 12.10 Communication must occur through the movement of encrypted data inside this service layer, always through the exploitation of functions hosted in the service layer, thus offering encapsulated, network-friendly data paths without exposing significant attack surfaces.





- 12.11 All data movement that is controlled by the system software shall be encrypted.
- 12.12 All data manipulation occurs inside functions in the service layer.
- 12.13 The service layer itself shall be hosted on industry respected access platforms such as IIS.
- 12.14 The devices will connect via LAN /WAN network architecture and using services wireless Access points, VPN (VPLS, Layer 3 VPN, MVPN, etc.).
- 12.15 The offer must be accompanied by a precise description of Information and Communications Technology (ICT) needs and requirements with the following elements:
  - 12.15.1 Minimum level of service expected for applications and network Service Level Agreement (SLA).
  - 12.15.2 Infrastructure servers (topology, release, performance, storage),
  - 12.15.3 Client application (version, performance, storage).
  - 12.15.4 Networks infrastructure (topology, release, performance).
  - 12.15.5 Connectivity and interface guidelines (VLAN, ports, Simple Mail Transfer Protocol SMTP)
- 12.16 Access guidelines (permissions, rules, and responsibility).

### 13 EARTHING SPECIFICATIONS

- 13.1 The Earthing connection to the Security Equipment shall be no more than a 1 $\Omega$  connection. The Earthing shall be done from a single (SPUR Distribution Point) point to each part of the security installation e.g., Equipment/Wiring Closets, Service and Central Equipment Locations etc.
- 13.2 No daisy chaining of the Earthing connection shall be allowed, except as described in the section on high-rise buildings. The reticulation for the earth connection shall be done with no less than 70 mm<sup>2</sup> Green Isolated Copper Conductor (GICC). The same spur point shall be connected to the Electrical Earth. The connection to the Electrical Earth can be done with Bare Copper Conductor (BCC) with a cross sectional area of no less than 70 mm<sup>2</sup>.
- 13.3 The copper conductors shall be terminated in a lug which shall be bolted to the Earthing bar. The Earthing bar shall not be smaller than 6mm x 50mm x 300mm. No more than 1 conductor per lug and no more than 1 lug per terminal point on the earthing bar will be tolerated. The lugs shall be crimped, or CAD welded to the conductor and shall be inspected by the Engineer prior to acceptance. The Security and Electrical Earths shall be run in separate conduits and be separated by no less than 1 m. The Earthing conductors may cross each other and any other electrical cable at a 90° angle.
- 13.4 All Earthing bars, screws, lugs & isolators shall comply with the SANS 0142 Wiring Code, SANS Earthing Specification & all relevant IEC standards.
- 13.5 Any conducting material that has been anodized, e.g., aluminium may not be used as an earth busbar unless special precautions have been taken to ensure that the anodizing material has been removed where the earthing connections are made.
- 13.6 All connections between racks or sub-racks used to transmit audio, video, radio frequency or digital data must be made using co-axial type wiring having the correct matching impedance and must be to the manufacture's specification.

### 14 LIGHTNING AND SURGE PROTECTION SPECIFICATION

- 14.1 The bidder shall provide and install all the necessary Surge Protection devices, for the protection of the electrical/electronic control equipment, communication, and data lines.
- 14.2 Surge Protection devices shall protect all AC and DC circuits from the effect of lightning induced over voltages, internally generated transients and utility switching transients.
- 14.3 Surge protection will be required on the incoming power supply to the security equipment and shall be done at the single point where the supply enters the building. Lightning protection shall be installed from Live to Earth (L-E), Neutral to Earth (N-E) and from Live to Neutral (L-N) on a single-phase supply. If a 3-phase supply is used lightning protection shall be required on each phase individually (L1-E, L2-E, L3-E & N-E). If the same supply is reticulated to another building additional lightning protection shall be required where it enters the next building. The protection shall be as described above.
- 14.4 The bidder must allow for additional surge suppression and voltage stabilisation equipment if this is required to protect his equipment or to guarantee its correct operation.



- 14.5 Equipment which is connected to signal lines of any type which run for any distance outside a building, shall, if technically possible, be surge protected to survive twenty 8/20 microsecond current impulses with maximum amplitude of 10 kA when applied in common mode between the signal lines connected and earth. Ten of the test pulses shall be applied as positive pulses with respect to earth and the other ten as negative pulses.
- 14.6 In addition, the protected equipment shall be able to survive 20 8/20 microsecond current impulses with maximum amplitude of 2 kA when applied in differential mode. Ten of the test pulses shall be applied with any polarity and the other ten with the polarity reversed.
- 14.7 The test pulses shall be applied at intervals of not less than one minute.
- 14.8 The surge protection equipment may be built into the equipment being protected. If the provided internal protection is inadequate to meet this specification, then additional external protection must be provided.
- 14.9 There shall be an earth bar in the lower corner of each enclosure and shall be sized to accept a 16mm square BCW. The Bare Copper Wire shall be terminated to the nearest earth metal.
- 14.10 AC protection devices can be in the equipment cabinet and must be installed prior to any distribution (i.e., multi-outlets).
- 14.11 Equipment which is connected to signal lines of any type of which the entire length of the run is within the same building and for which the signal cable is longer than 30 m, shall be protected, except that the maximum amplitude for the common mode test shall be 2 kA and the maximum amplitude for the differential mode test shall be 500 A.
- 14.12 Surge protection devices shall be chosen in such a way that the protected circuit shall still function to specification despite the introduction of series and/or shunt impedances by the protecting devices.

## 15 DELIVERY, RISK AND OWNERSHIP

- 15.1 Ownership in hardware and software shall vest in the Client immediately upon the expiry of the Contract Period, subject to the Client having paid the bidder fully in respect of the Site Security System. Upon this event, the Client shall not be liable for any further payments to the Bidder in terms of this Agreement. For the sake of clarity, no residual amount shall be payable to the Bidder upon the expiry of the contract period.
- 15.2 The Bidder shall during the Contract period remain being the owner of the Hardware and software.
- 15.3 The Bidder shall be liable for and shall, at its own cost and expense, provide maintenance services and replace, repair, and make good any damage howsoever to the Hardware and/or Software (Excluding any theft or damage caused by third parties) during the Contract period to ensure that the Site Security System is always in good working order and meet the required functionality.
- 15.4 The Bidder shall carry all the risks in the Hardware and Software during the Contract Period. The Risk in the Hardware and Software shall only pass to the Client upon the Client becoming the owner of the Hardware.
- 15.5 The Bidder shall ensure that the latest released versions of the Software (if applicable) are supplied and installed in the Systems for the Contract period.
- 15.6 The Bidder acknowledges that the Client is as a material term of this contract, relying on its skills, expertise, and experience in the commissioning of similar systems to attain the required functionality. The Bidder shall advise the Client of the appropriateness of the design thereof and with respect to suitable back-up power supply and making recommendations to the client to ensure the minimum disruption due to power surges, and/or power failures, and/or power disruptions and/or lightning, etc.
- 15.7 The Bidder shall install and configure the Software and the Hardware.

## 16. POST CONTRACT MAINTENANCE AGREEMENT

- 16.1 If the Client requires it, the Bidders shall be able and willing to maintain their installed equipment for a period agreed after completion of the contract. This will be arranged through a maintenance contract, negotiated during the free maintenance period.
- 16.2 Such maintenance contract may be either of the following general types:



- 16.2.1 Extended guarantee maintenance contract. Under this type of maintenance agreement, the Bidder undertakes to maintain the installation in a good working condition for a fixed price which is independent of the number of maintenance visits which he must make. Preventative maintenance visits at agreed intervals are included in the price. (The cost of replacement parts may or may not be included in the fixed price.)
- 16.2.2 Preventative plus breakdown service maintenance. Under this type of maintenance agreement the Bidder undertakes to do preventative maintenance visits at agreed intervals for a fixed fee. Further callouts will be on breakdown only and are charged at hourly and km rates. The cost of replacement parts is extra.

## 17. TESTING AND COMMISSIONING

- 17.1 The successful bidder shall prepare a detailed testing and commissioning schedule for the full testing and commissioning of the complete system.
- 17.2 The full project schedule shall be available if required two weeks after appointment of the successful bidder, but the testing and commissioning schedule shall be available at least 2 weeks prior to the actual testing and commissioning. The testing and commissioning schedule shall be to the approval of Transnet.
- 17.3 When the Security system is ready for service, commissioning shall take place to check whether the correct quantities of equipment have been delivered and the installation is in accordance with the specifications. Commissioning shall be performed in co-operation with the successful bidder's personnel and representatives of Client.
- 17.4 The bidder shall conduct tests at all stages of the installation of the Hardware and Software.
- 17.5 The bidder shall take all steps necessary to rectify all imperfections that could be revealed during the technical tests.
- 17.6 In addition to the above, the bidder shall have the complete installation tested and the correct operation of the systems demonstrated to the Client.
- 17.7 Where applicable, upon completion of the installation, and within 6 months of the first delivery date, the bidder shall provide and make available a recording voltmeter and power factor meter to record both the voltage and power factor on all phases simultaneously at three locations in the complex over a period of 48 hours.
- 17.8 The installation shall be comprehensively commissioned and configured as individual and integrated systems as may be required by the configuration after the works are substantially complete.
- 17.9 The Bidder shall provide adequate and competent personnel for commissioning and configuration of every installation and for the full duration of the commissioning process.
- 17.10 The commissioning and configuration shall include interaction between other services and bidders where interdependence of installations is encountered. The commissioning and configuration process shall after all testing has been completed be the final proving ground of the systems and during this procedure the installations shall be subjected to all possible inputs and actions which may be encountered under operational conditions. The Bidder shall prove the full operation, working and compliance of the installation in accordance with the specifications.
- 17.11 Once the bidder has completed the total installation, written notice shall be given to the representative in order that a mutually acceptable date may be arranged for a joint inspection. During the inspection the CLIENT will compile a list of items (if any) requiring further attention. These items shall be identified by checking each clause in the contract (all specifications and drawings) in relation to the offered installation.
- 17.12 A copy of this list of outstanding items will be provided to the following:
  - 17.12.1 Bidder - for action via the main/principal bidder, unless the bidder is directly appointed by the CLIENT, then for action directly by the bidder.
  - 17.12.2 Head Office of the CLIENT - for information
- 17.13 The bidder shall then similarly provide written notice that he is ready for an inspection of the remedial work done on the offending items. If the installation is accepted as completed at this stage by both the CLIENT representative, the representative may certify the works as completed. If at this stage there are still outstanding items requiring attention irrespective of whether these items were identified during prior inspections or not, the procedure will



- continue until the entire installation has been correctly completed to the satisfaction of the CLIENT.
- 17.14 In addition to the above, the bidder shall have the complete installation tested and the correct operation of all plant demonstrated to –the technical representatives of the CLIENT, if applicable.
- 17.15 Subsequent to the above testing and approval, the bidder, in the presence of the representative, shall test all circuits with respect to (whichever is applicable) -phase balance, insulation level, polarity, quality of signals, function, and performance of signals
- 17.16 First delivery (see conditions of contract) may only be proceeded with after final acceptance and testing have been completed successfully.
- 17.17 Any additional expenditure by the CLIENT due to ill performance or default on the part of the bidder will be considered fruitless fees and shall be for the account of the bidder.
- 17.18 If applicable, the bidder shall assist the CLIENT to apply for and complete all the formalities necessary for obtaining electricity supply. He shall also make himself available for all supply authority inspections to complete all the formalities and tests.
- 17.19 With first delivery the bidder shall accept in writing the responsibility for the total installation as installed by him by certifying the correctness of the installation in accordance with and on the certificates of compliance of electrical works.

## **18. THE TFR ARCHITECTURE STANDARDS ARE CURRENTLY AS FOLLOWS:**

- 18.1 Windows 7 desktops and higher.
- 18.2 Bidders must ensure that their proposed solution is compatible with Transnet infrastructure.

## **19. THE SUPPLIER MUST SPECIFY ALL COMPONENTS REQUIRED FOR THE SOLUTION USING THE FOLLOWING CRITERIA, DESCRIBING THE FULL SYSTEM LANDSCAPE:**

- 19.1 Desktop Software (GIU, Plug-ins etc.)
- 19.2 Databases supported
- 19.3 Application server and software
- 19.4 Server operating Systems supported
- 19.5 Integration software (including database connectors, middleware, web-services etc.)
- 19.6 Recommended hardware specification
- 19.7 Specific hardware and software platforms required
- 19.8 How system performance/scalability is achieved
- 19.9 Wi-Fi network

## **20. PRACTICAL COMPLETION**

- 20.1 Practical completion will only be granted when:
- 20.1.1 Testing and commissioning of each system has been completed.
- 20.1.2 Testing of the integration of all sub systems in totality has been satisfactorily demonstrated.
- 20.1.3 The Client is satisfied that the system is operating in the correct and specified manner.
- 20.1.4 All systems equipment has been proven to operate faultlessly for a total period of two weeks following the successful commissioning of the complete security systems.
- 20.1.5 All operators and maintainers have been trained to a satisfactory level of competency.
- 20.1.6 All information has been supplied to the Client for final approval. This includes all documentation as specified in this contract.
- 20.2 The bidder shall note that after the completion of the contract three sets of all operating, maintenance and training manuals as well as a complete spares list for all the equipment



- and software installed (together with two local agency telephone numbers where the above can be obtained), shall be handed to the CLIENT.
- 20.3 The bidder shall at the end of the contract update all the drawing that were issued to him during the contract with a red pen and hand them over to the Client for finalisation and completion of his contractual obligation regarding drawings.
  - 20.4 The bidder shall note that he shall provide with the above documentation a list including all the required contact details and emergency telephone numbers.
  - 20.5 The Operator's Manuals must be compiled in such a way and contain enough detail information to enable a suitably qualified Client or technician to control and operate the full installation without any training from the Client. The Operator's Manuals must be a separate set of documents from the Maintenance Manuals.
  - 20.6 Irrespective of the above mentioned, the Operator's Manuals must also contain short form instructions to enable trained operators (trained by the bidder) to operate the full installation.
  - 20.7 Maintenance Manuals shall incorporate operator's instructions must contain one (1) set of final drawings as mentioned above.
  - 20.8 Information of all subsystems, components, etc., of each part of the installation must be supplied, also indicating the position of each component, the manufacturer, the type, the series number, performance data, i.e., full detail to enable any outside party to perform comprehensive maintenance of the total installation.
  - 20.9 Routine control tests as well as inspections that must be performed on individual components or parts of the installation must be indicated. The various intervals and periods, at which these tests and inspections must be performed, must also be mentioned.
  - 20.10 All the above shall form part of the as-built documentation.
  - 20.11 All the required documentation shall be to the satisfaction of the Client.
  - 20.12 As each portion of the work is completed, mark-up (red line) drawings shall be provided by the bidder showing the exact location measured from fixed points of all cables, cable routes and equipment. Cable routes shall be marked and coordinated on the drawing every 5m.
  - 20.13 The bidder shall also provide mark-up schematic diagram for all the equipment he/she installed on site.
  - 20.14 The bidder is only required to provide as-built drawings of the relevant sections of the installation that he/she worked on. If there are no existing drawings, provide a schematic diagram of the relevant sections.
  - 20.15 The installation is not regarded as complete until all mark-up drawings and schematic diagrams have been received and signed for by the Client.
  - 20.16 Cable schedules must be supplied which must amongst other include the following:
    - 20.16.1 The number of cables mutually connected between field units and the control unit(s);
    - 20.16.1 Cable sizes, number of conductors in each cable, number of reserve cables, etc.
    - 20.16.2 Cable types, voltage, technical references of the cables;
    - 20.16.3 Schedules containing full details with respect to interconnecting cable schedule, their size, rating, connecting terminal detail and connecting references must be included in the maintenance manuals.

## 21. MOBILE CCTV SURVEILLANCE APPLICATION

- 21.1 Transnet Freight Rail wishes to install a wireless and mobile High-Definition IP CCTV Surveillance cameras on the haulers, reach stackers, and cranes that are used to offload and load the containers on and off the trains and trucks to have a tangible record of movement on cargo within their container terminals.
- 21.2 The cameras shall be installed strategically on the reach stackers and cranes to capture the images of containers that are being loaded/offloaded on trucks and trains, images of the driver operating the hauler, crane, reach stacker and general surveillance around the haulers, reach stackers, and cranes and within the container terminal.
- 21.3 The solution proposed shall be ideal for installation on moving platforms.

## 22. GENERAL SPECIFICATIONS FOR H.264 HIGH-DEFINITION DAY/NIGHT IP CAMERAS (DOME & BOX)

Template RFQ without LC  
June 2022



- 22.1 The Camera shall support 100BASE-TX and PoE 802.3af network interfaces for streaming video and control data over standards compliant wireless and wired networks.
- 22.2 The Camera shall operate in the system Control Centre environment with support for automatic detection of cameras, encoders, and NVRs in the same broadcast domain.
- 22.3 The Camera shall be ONVIF (AND/OR PSIA IF APPLICABLE) compliant.
- 22.4 The Camera shall have multi-streaming support including different frame rate, bit rate, resolution, and quality and compression format from an individual camera.
- 22.5 The Camera shall have a built-in web server to make video and configuration available in a standard browser environment. The built-in web server shall support multiple users with different permission levels and unique usernames and passwords.
- 22.6 The Camera shall support user configuration of network parameters including: Static IP address; Subnet Mask; Gateway; and Control Port for control communications.
- 22.7 The Camera shall support user configuration of camera parameters including: Camera Name; Location and Logical ID.
- 22.8 The Camera shall support user configuration of image acquisition parameters including: Exposure Control; Flicker Control; Iris Control; Day/Night Control; White Balance Control; Colour Saturation and Sharpening.
- 22.9 The Camera shall support a mode that automatically removes the IR filter and enters a monochrome mode when the available light drops below a set threshold.
- 22.10 The Camera shall support user configuration of an unlimited number of independent motion detection zones within the camera field of view.
- 22.11 The Camera shall support user configuration of up to 3 Privacy zones within the camera field of view.
- 22.12 The Camera shall support remote zoom and focus control of the lens and performing automatic focus.
- 22.13 The Camera shall support user configuration of compression format, compression quality, maximum bit rate, key frame interval, and image rate per individual camera.
- 22.14 The Camera shall have input/output terminals for connecting alarm inputs and alarm outputs.
- 22.15 The Camera shall have an audio input for connecting external microphones.
- 22.16 The Camera shall have a video output for connecting external monitors.
- 22.17 The Camera shall support UDP transport.
- 22.18 The Camera shall be remotely upgradeable over an IP network for feature enhancements and investment protection.
- 22.19 The Camera shall have a 3-axis pan-tilt-twist gimbal system for positioning the lens and image sensor.
- 22.20 The Camera shall have tamper resistant screws.
- 22.21 The Camera shall have a ceiling mount bracket.
- 22.22 The OUTDOOR IP DOME Camera Series shall be functional in outdoor environments.
- 22.23 The OUTDOOR IP DOME Camera Series shall have a built-in heater.
- 22.24 The Camera shall meet or exceed the detail design and performance specifications.

## **23 HD SRVL CAMERA: 3.0 MP, H.264, D-NIGHT, IP, OUTDOOR BULLET**

- 23.1** This camera shall meet or exceed the following design and performance specifications.
  - Image Sensor: 1/2.0" progressive scan CMOS
  - Active Pixels: 3.0MP = 2048 (H) x 1536 (V)
  - Imaging Area: 6.6 mm (H) x 4.9 mm (V)
  - Minimum Illumination: In colour and in monochrome mode 0.2 lux (F1.4) 0.02 lux F1.4
  - Dynamic Range: 61 dB
  - Lens: Build-in 3.0 MPF1.4, auto irises, remote focus and zoom
  - Angle of View: 35° - 88°
  - Image Compression: H.264 (MPEG-4 Part 10/AVC), Motion JPEG2000
  - Image Rate: 12 @ full resolution; 39 @ 1280 x 720 or smaller
  - Resolution Scaling: Down to 640 x 480
  - Motion Detection: Selectable sensitivity and threshold





- Electronic Shutter: Automatic, Manual (2 to 1/30,000 sec)
- Iris Control: Automatic, Manual
- Day/Night Control: Automatic, Manual
- Flicker Control: 50 Hz, 60 Hz
- White Balance: Automatic, Manual
- Privacy Zones: Up to 3 zones
- Audio Input: Line input, A/V mini jack (3.5 mm)
- Audio Compr. Method: G.711 PCM 8kHz
- Video Output: NTSC/PAL, A/V mini jack (3.5 mm)
- Serial comms: RS-485; Terminal strip
- Backlight compensation: Automatic
- I/O Terminals: Alarm In, Alarm Out; terminal strip

**Electrical:**

- Power Source: PoE: IEEE 802.3af Class 3 compliant 24 VAC, 12 VDC
- Power Consumption: 9 W maximum
- Power Connector: 2 pin terminal block

**Network:**

- Network: 100BASE-TX / Wireless
- Cabling: CAT6
- Connector: RJ-45
- API: ONVIF (AND/OR PSIA IF APPLICABLE) compliant ([www.ONVIF.org](http://www.ONVIF.org))
- Security: Password protection, HTTPS encryption, digest authentication, WS authentication, user access log.

**Physical and environmental:**

- Dome Bubble: Polycarbonate, clear
- Body: Aluminium
- Housing: Outdoor = Surface mount, vandal resistant  
Pendant = Treaded screw interface for Pendant hardware
- Adjustment Range: 360° pan, 180° tilt, 360° azimuth
- Operating Temp: -30°C to +50°C (-22°F to 122°F)
- Storage Temp: -10°C to +70°C (14°F to 158°F)
- Humidity: 20 - 80%, relative humidity (non-condensing)

**24 HD SRVL CAMERA 3.0MP, H.264, DAY-NIGHT, IN DOOR IP DOME**

**24.1** This camera shall meet or exceed the following design and performance specifications.  
General:

- Image Sensor: 1/2.0" progressive scan CMOS
- Active Pixels: 3.0MP = 2048 (H) x 1536 (V)
- Imaging Area: 6.6 mm (H) x 4.9 mm (V),
- Minimum Illumination: In colour and in monochrome mode 0.2 lux (F1.4) 0.02 lux F1.4
- Dynamic Range: 61 dB
- Lens: Best lens for a 3.0 MP camera, auto irise, remote focus and zoom
- Angle of View: 35° - 88°
- Image Compression: H.264 (MPEG-4 Part 10/AVC), Motion JPEG, JPEG2000
- Image Rate: 12 @ full resolution; 39 @ 1280 x 720
- Resolution Scaling: Down to 640 x 480



- Motion Detection: Selectable sensitivity and threshold
- Electronic Shutter: Automatic, Manual (2 to 1/30,000 sec)
- Iris Control: Automatic, Manual
- Day/Night Control: Automatic, Manual
- Flicker Control: 50 Hz, 60 Hz
- White Balance: Automatic, Manual
- Privacy Zones: Up to 4 zones
- Audio Input: Line input, A/V mini jack (3.5 mm)
- Audio Compr. Method: G.711 PCM 8kHz
- Video Output: NTSC/PAL, A/V mini jack (3.5 mm)
- I/O Terminals: Alarm In, Alarm Out; terminal strip
- Backlight compensation: Automatic

**Electrical:**

- Power Source: PoE: IEEE 802.3af Class 3 compliant 24 VAC, 12 VDC
- Power Consumption: 5 W maximum
- Power Connector: 2 pin terminal block

**Network:**

- Network: 100BASE-TX / Wireless
- Cabling: CAT6
- Connector: RJ-45
- API: ONVIF (AND/OR PSIA IF APPLICABLE) compliant  
(www.ONVIF.org)
- Security: Password protection, HTTPS encryption, digest authentication,

**Physical and environmental:**

- Dome Bubble: Polycarbonate, clear
- Body: Plastic
- Housing: Recessed mount, tamper resistant
- Finish: Plastic, RAL 9003
- Adjustment Range: 360° pan, 180° tilt, 360° azimuth
- Operating Temp: -10°C to +50°C (14°F to 122°F)
- Storage Temp: -10°C to +70°C (14°F to 158°F)
- Humidity: 20 - 80%, relative humidity (non-condensing)

**25. VIDEO ANALYTICS:**

The system shall incorporate as standard motion detection video analytics below:

- 25.1 Objects in area: The event is triggered when the selected object type moves into the region of interest
- 25.2 Object loitering: The event is triggered when the selected object type stays within the region of interest for an extended amount of time.
- 25.3 Objects crossing beam: The event is triggered when the specified number of objects have crossed the directional beam that is configured over the camera's field of view. The beam can be unidirectional or bidirectional.
- 25.4 Objects appears: The event is triggered by each object that enters the region of interest. This event can be used to count objects.
- 25.5 Object not present in area: The event is triggered when no objects are present in the region of interest.
- 25.6 Objects enters area: The event is triggered when the specified number of objects have entered the region of interest.
- 25.7 Object leave area: The event is triggered when the specified number of objects have left the region of interest.





- 25.8 Object stops in area: The event is triggered when an object in a region of interest stops moving for the specified threshold time.
- 25.9 Direction violated: The event is triggered when an object moves in the prohibited direction of travel.
- 25.10 Temper detection: The event is triggered when the scene unexpectedly changes.

## **26. NETWORK VIDEO RECORDER:**

The system shall incorporate as standard motion detection video analytics below:

- 26.1 The Network Video Recorder (NVR) is to be provided in a space saving 2U 19" rack-mount chassis and is to be designed to achieve the highest performance for high-definition video recording and playback.
- 26.2 The NVR must be scalable to operate seamlessly in an environment with multiple NVRs, as a single solution.
- 26.3 Each NVR must be preloaded with Network Video Management Software and configured for maximum performance and reliability.
- 26.4 The NVR is to record up to 32 MB/s of image data from 54 camera channels or more running at 30 images per second. It is to be of enterprise-class reliability with a RAID-5 hot swappable hard drive (6 SATA) configuration, and the option for redundant power supplies.
- 26.5 Both the hard drives and the power supplies are to be hot-swappable for online repairs.
- 26.6 The NVR is to have 4 gigabit Ethernet ports and an effective 10TB of on-board recording Capacity or more.

## **MASTER AGREEMENT**

entered into by and between

**TRANSNET SOC LTD**

and

.....

**DESIGN, SUPPLY, INSTALLATION, COMMISSIONING, CONFIGURATION AND INTEGRATION OF ALL EQUIPMENT, SOFTWARE AND DATABASE FOR A WIRELESS HIGH-DEFINITION INTERNET PROTOCOL VIDEO SURVEILLANCE (HDIPVS) SYSTEM AT CITY DEEP, KAZERNE, AND KAZCON FOR A PERIOD OF 12 MONTHS (1 YEAR).**

**Agreement Number**

**CRAC-JHB-36246**

**Commencement Date**

.....

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## SCHEDULE 1 – WORK ORDER

### 2 INTRODUCTION

This Agreement is entered into by and between:

**Transnet SOC Ltd** [Registration Number 1990/000900/30] whose registered address is **138 Eloff Street, Braamfontein, Johannesburg, Republic of South Africa [Transnet]**

and

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

### NOW THEREFORE, IT IS AGREED:

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

- 2.2 the Supplier/Service Provider hereby undertakes to provide the Goods/Services provided for herein, as formally agreed between the Parties and in accordance with the Schedule of Requirements issued as a schedule to this Agreement.

### **3 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:

- 3.1 **AFSA** means the Arbitration Foundation of South Africa;
- 3.2 **Agreement** means this Agreement and its associated schedules and/or annexures and/or appendices, and/or schedules, including the Schedule of Requirements/Work Orders, the technical specifications for the Goods/Services and such special conditions as shall apply to this Agreement, together with the General Tender Conditions and any additional provisions in the associated bid documents tendered by the Supplier/Service Provider [as agreed, in writing, between the Parties], which collectively and exclusively govern the provision of Services and provision of ancillary Services by the Supplier/Service Provider to Transnet;
- 3.3 **Background Intellectual Property** means all Intellectual Property introduced and required by either Party to give effect to their obligations under this Agreement owned in whole or in part by or licensed to either Party or their affiliates prior to the Commencement Date or developed after the Commencement Date otherwise pursuant to this Agreement;
- 3.4 **Business Day(s)** means Mondays to Fridays between 07:30 and 16:00, excluding public holidays as proclaimed in South Africa;
- 3.5 **Commencement Date** means [REDACTED], notwithstanding the signature date of this Agreement;
- 3.6 **Confidential Information** means any information or other data, whether in written, oral, graphic or in any other form such as in documents, papers, memoranda, correspondence, notebooks, reports, drawings, diagrams, discs, articles, samples, test results, prototypes, designs, plans, formulae, patents, or inventor's certificates, which a Party discloses or provides to the other Party [intentionally or unintentionally, or as a result of one Party permitting the representative of the other Party to visit any of its premises], or which otherwise becomes known to a Party, and which is not in the public domain and includes, without limiting the generality of the term:
- 4** information relating to methods of operation, data and plans of the disclosing Party;
- 5** the contents of this Agreement;
- 6** private and personal details of employees or clients of the disclosing Party or any other person where an onus rests on the disclosing Party to maintain the confidentiality of such information;
- 7** any information disclosed by either Party and which is clearly marked as being confidential or secret;
- 8** information relating to the strategic objectives and planning of the disclosing Party relating to its existing and planned future business activities;
- 9** information relating to the past, present and future research and development of the disclosing Party;
- 10** information relating to the business activities, business relationships, products, services, customers, clients and Subcontractors of the disclosing Party where an onus rests on the disclosing Party to maintain the confidentiality of such information;

- 11** information contained in the software and associated material and documentation belonging to the disclosing Party;
- 12** technical and scientific information, Know-How and trade secrets of a disclosing Party including inventions, applications and processes;
- 13** Copyright works;
- 14** commercial, financial and marketing information;
- 15** data concerning architecture, demonstrations, tools and techniques, processes, machinery and equipment of the disclosing Party;
- 16** plans, designs, concepts, drawings, functional and technical requirements and specifications of the disclosing Party;
- 17** information concerning faults or defects in Goods, equipment, hardware or software or the incidence of such faults or defects; and
- 18** information concerning the charges, fees and/or costs of the disclosing Party or its authorised Subcontractors, or their methods, practices or service performance levels actually achieved;

- 18.1 **Copyright** means the right in expressions, procedures, methods of operations or mathematical concepts, computer program codes, compilations of data or other material, literary works, musical works, artistic works, sound recordings, broadcasts, program carrying signals, published editions, photographic works, or cinematographic works of the copyright owner to do or to authorise the doing of certain acts specified in respect of the different categories of works;
- 18.2 **Data** means all data, databases, documents, information, graphics, text or other material in an electronic or tangible medium which the Parties to this Agreement generate, collect, process, store or transmit in relation to their business;
- 18.3 **Designs** mean registered Designs and/or Design applications and will include the monopoly right granted for the protection of an independently created industrial design including designs dictated essentially by technical or functional considerations as well as topographies of integrated circuits and integrated circuits;
- 18.4 **Expiry Date** means .....;
- 18.5 **Foreground Intellectual Property** means all Intellectual Property developed by either Party pursuant to this Agreement;
- 18.6 **Goods** means Supply and Installation of Software Equipment and Database for a High-Definition Internet Protocol video Surveillance (HDIPVS) Camera at City Deep, Kazerve and Kazcon , the material / products specified in the Schedule of Requirements appended as Schedule 1 hereto;
- 18.7 **ICC Incoterms** means the the latest version of commercial trade terms as published by the International Chamber of Commerce, Paris [ICC], which are otherwise referred to as purchase terms and which define precisely the responsibilities, costs and risks of the buyer [**Transnet**] and the seller [**the Supplier**]. Incoterms are only applicable to contracts involving the import or export of Goods from one country to another and for the purpose of this Agreement, if applicable, shall mean the designated Incoterm as stipulated in Schedule 1 hereto. Further details of the Incoterm [purchase terms] for this Agreement, if applicable, can be viewed at the International Business Training website - <http://www.i-b-t.net/incoterms.html>;

- 18.8 **Intellectual Property** means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world and includes all future additions and improvements to the Intellectual Property;
- 18.9 **Know-How** means all Confidential Information of whatever nature relating to the Intellectual Property and its exploitation as well as all other Confidential Information generally relating to Transnet's field of technology, including technical information, processing or manufacturing techniques, Designs, specifications, formulae, systems, processes, information concerning materials and marketing and business information in general;
- 18.10 **Parties** mean the Parties to this Agreement together with their subsidiaries, divisions, business units, successors-in-title and assigns;
- 18.11 **Party** means either one of these Parties;
- 18.12 **Patents** mean registered Patents and Patent applications, once the latter have proceeded to grant, and includes a right granted for any inventions, products or processes in all fields of technology;
- 18.13 **Permitted Purpose** means any activity or process to be undertaken or supervised by a Staff member of one Party during the term of this Agreement, for which purpose authorised disclosure of the other Party's Confidential Information or Intellectual Property is a prerequisite in order to enable such activity or process to be accomplished;
- 18.14 **Price(s)** means the agreed Price(s) for the Goods/Services to be purchased from the Supplier/Service Provider by Transnet, as detailed in the Schedule of Requirements, issued in accordance with this Agreement, as amended by mutual agreement between the Parties and in accordance with the terms and conditions in this Agreement from time to time;
- 18.15 **Purchase Order(s)** means official orders issued by an operating division of Transnet to the Supplier/Service Provider for the supply of Goods or Services;
- 18.16 **Service(s)** means, Design, Supply and Installation of Software Equipment and Database for High-Definition Internet Protocol video Surveillance (HDIPVS) Cameras at City Deep, Kazerve and Kazcon, the Service(s) provided to Transnet by the Service Provider, pursuant to the Work Order(s) in terms of this Agreement;
- 18.17 **Service Level Agreement** or **SLA** means the processes, deliverables, key performance indicators and performance standards relating to the Goods/Services to be provided by the Supplier/Service Provider;
- 18.18 **Service Provider Materials** means all works of authorship, products and materials [including, but not limited to, data, diagrams, charts, reports, specifications, studies, inventions, software, software development tools, methodologies, ideas, methods, processes, concepts and techniques] owned by, or licensed to, the Service Provider prior to the Commencement Date or independently developed by the Service Provider outside the scope of this Agreement at no expense to Transnet, and used by the Service Provider in the performance of the Services;
- 18.19 **Staff** means any partner, employee, agent, consultant, independent associate or contractor, Subcontractor and the staff of such Subcontractor, or other authorised representative of either Party;
- 18.20 **Schedule of Requirements** means Schedule 1 hereto;
- 18.21 **Subcontract** means any contract or agreement or proposed contract or agreement between the Supplier/Service Provider and any third party whereby that third party agrees to provide to the

Supplier the Goods or related Services or any part thereof or material used in the manufacture of the Goods or any part thereof;

- 18.22 **Subcontractor** means the third party with whom the Supplier/Service Provider enters into a Subcontract;
- 18.23 **Tax Invoice** means the document as required by Section 20 of the VAT Act, as may be amended from time to time;
- 18.24 **Trade Marks** mean registered Trade Marks and Trade Mark applications and include any sign or logo, or combination of signs and/or logos capable of distinguishing the goods or services of one undertaking from those of another undertaking;
- 18.25 **VAT** means Value-Added Tax chargeable in terms of the VAT Act, 89 of 1991, as may be amended from time to time; and
- 18.26 **VAT Act** means the Value Added Tax Act, No 89 of 1991, as may be amended from time to time.
- 18.27 **Work Order(s)** means a detailed scope of work for a Service required by Transnet, including **timeframes**, Deliverable, Fees and costs for the supply of the Service to Transnet, which may be appended to this Agreement from time to time.

#### **INTERPRETATION**

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

#### **NATURE AND SCOPE**

- 20.1 This Agreement is an agreement under the terms and conditions of which the Supplier/Service Provider will arrange for the supply/provision to Transnet of the Goods/Services which meet the requirements and specifications of Transnet, the delivery of which is controlled by means of Purchase Orders to be issued by Transnet and executed by the Supplier/Service Provider in accordance with this Agreement.
- 20.2 Such Purchase Orders and deliveries to Transnet shall be agreed between the Parties from time to time, subject to the terms of the Schedule of Requirements/Work Order.
- 20.3 Each properly executed Purchase Order forms an inseparable part of this Agreement as if it were fully incorporated into the body of this Agreement.
- 20.4 During the period of this Agreement, both Parties can make written suggestions for amendments to the Schedule of Requirements/Work Orders in accordance with procedures set out in clause 73

*[Amendment and Change Control]*. A Party will advise the other Party within 14 [fourteen] Business Days, or such other period as mutually agreed, whether the amendment is acceptable.

- 20.5 Insofar as any term, provision or condition in the Schedule of Requirements/Work Order conflicts with a like term, provision or condition in this Agreement and/or a Purchase Order, the term or provision or condition in this Master Agreement shall prevail, unless such term or provision or condition in this Master Agreement has been specifically revoked or amended by mutual written agreement between the Parties.
- 20.6 Time will be of the essence and the Supplier/Service Provider will perform its obligations under this Agreement in accordance with the timeframe(s) [if any] set out in the relevant schedule, save that the Supplier/Service Provider will not be liable under this clause if it is unable to meet such obligation within the time required as a direct result of any act or omission by Transnet and it has used its best endeavours to advise Transnet of such act or omission. In the event of such delay, any time deadlines detailed in the relevant schedule shall be extended by a period equal to the period of that delay.

#### **AUTHORITY OF PARTIES**

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

#### **DURATION/TERM AND CANCELLATION**

- 22.1 Notwithstanding the date of signature hereof, the Commencement Date if this Agreement is ..... and the duration shall be for a one [1] year period, expiring on ....., unless:
- 23** this Agreement is terminated by either Party in accordance with the provisions incorporated herein or in any schedules or annexures appended hereto, or otherwise in accordance with law or equity; or
- 24** this Agreement is extended at Transnet's option for a further period to be agreed by the Parties.
- 24.1 Notwithstanding clause 0 *[Breach and Termination]*, either Party may cancel this Agreement without cause by giving 30 [thirty] calendar days prior written notice thereof to the other Party, provided that in such instance, this Agreement will nevertheless be applicable in respect of all Purchase Orders which have been placed prior to the date of such cancellation.

#### **RISK MANAGEMENT**

- 25.1 Where Transnet determines appropriate, within 2 weeks from the date of contract signature, the Parties are to meet to prepare and maintain a contract Risk Register. The Risk Register shall include a description of the risks and a description of the actions which are to be taken to avoid or reduce these risks which both Parties shall jointly determine.
- 25.2 Contract progress meetings shall be held monthly, or unless otherwise agreed between the Parties in writing. The purposes of these progress meetings shall be to capture the number of late deliverables



against agreed milestones, actual costs against payment plans, performance issues or concerns, contract requirements not achieved, the status of previous corrective actions and risk management. Minutes of meetings shall be maintained and signed off between the Parties throughout the contract period

### **TRANSNET'S OBLIGATIONS**

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

### **GENERAL OBLIGATIONS OF THE SUPPLIER/SERVICE PROVIDER**

- 27.1 The Supplier/Service Provider shall:
- 28** respond promptly to all complaints and enquiries from Transnet;
- 29** inform Transnet immediately of any dispute or complaint arising in relation to the storage or delivery of the Goods;
- 30** conduct its business in a professional manner which will reflect positively upon the Supplier/Service Provider and the Supplier's/Service Provider's products/services;
- 31** keep full records clearly indicating all transactions concluded by the Supplier/Service Provider relating to the delivery of the Goods/Services and keep such records for at least 5 [five] years from the date of each such transaction;
- 32** obtain, and at all times maintain in full force and effect, any and all licences, permits and the like required under applicable laws for the provision of the Goods/Services and ancillary Services and the conduct of the business and activities of the Supplier/Service Provider;
- 33** observe and ensure compliance with all requirements and obligations as set out in the labour and related legislation of South Africa, including the Occupational Health and Safety Act, 85 of 1993, as may be amended from time to time;
- 34** observe and ensure compliance with all requirements and objectives of the Transnet Supplier Integrity Pact as agreed to in response to the RFP. The general purpose of the Supplier Integrity Pact is to agree to avoid all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of the procurement event leading to this Agreement and this Agreement itself;
- 35** comply with all applicable environmental legislation and regulations, demonstrate sound environmental performance and have an environmental management policy which ensures that its products, including the Goods/Services or ancillary Services are procured, produced, packaged, delivered and are capable of being used and ultimately disposed of in a way that is environmentally appropriate; and

**36** ensure the validity of all renewable certifications, including but not limited to its B-BBEE Verification Certificate, throughout the entire term of this Agreement. Should the Supplier/Service Provider fail to present Transnet with such renewals as they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the Agreement, to terminate this Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Supplier/Service Provider.

36.1 The Supplier/Service Provider acknowledges and agrees that it shall at all times:

**37** render the supply of the Goods/Services and ancillary Services (if applicable) and perform all its duties with honesty and integrity;

**38** communicate openly and honestly with Transnet regarding the supply and performance of the Goods/Services and demonstrate a commitment to effecting the supply and performing ancillary Services timeously, efficiently and at least to the required standards;

**39** endeavour to provide the highest possible standards of service and workmanship, with a reasonable degree of care and diligence;

**40** use its best endeavours and make every diligent effort to meet agreed deadlines;

**41** treat its own Staff, as well as all Transnet's Staff, with fairness and courtesy and respect for their human rights;

**42** practice and promote its own internal policies aimed at prohibiting and preventing unfair discrimination;

**43** treat all enquiries from Transnet in connection with the supply of the Goods/Services and/or ancillary Services with courtesy and respond to all enquiries promptly and efficiently. Where the Supplier/Service Provider is unable to comply with the provisions of this clause, the Supplier/Service Provider will advise Transnet of the delay and the reasons therefor and will keep Transnet informed of progress made regarding the enquiry;

**44** when requested by Transnet, provide clear and accurate information regarding the Supplier's/Service Provider's own policies and procedures, excluding Know-How and other Confidential Information, except where a non-disclosure undertaking has been entered into between the Parties;

**45** not allow a conflict of interest to develop between its own interests [or the interests of any of its other customers] and the interests of Transnet;

**46** not accept or offer, nor allow, induce or promote the acceptance or offering of any gratuity, enticement, incentive or gift that could reasonably be regarded as bribery or an attempt to otherwise exert undue influence over the recipient;

**47** not mislead Transnet or its officers, employees and stakeholders, whether by act or omission;

**48** not otherwise act in an unethical manner or do anything which could reasonably be expected to damage or tarnish Transnet's reputation or business image;

**49** immediately report to Transnet any unethical, fraudulent or otherwise unlawful conduct of which it becomes aware in connection with Transnet or the supply of Goods/Services or ancillary Services to Transnet;

**50** ensure that at all times, during the currency of this Agreement, it complies with all obligations and commitments in terms of the provisions of the Income Tax Act, No 58 of 1962, the VAT Act or any other tax legislation relating to their liability for Income Tax, VAT, Pay as You Earn or any other tax. The Supplier/Service Provider shall further ensure Tax Clearance Compliance, for the duration of this Agreement;

**51** not victimise, harass or discriminate against any employee of either Party to this Agreement or any applicant for employment with either Party to this Agreement due to their gender, race, disability, age, religious belief, sexual

orientation or part-time status. This provision applies, but is not limited to employment, upgrading, work environment, demotion, transfer, recruitment, recruitment advertising, termination of employment, rates of pay or other forms of compensation and selection for training.

**52** shall ensure that its employees, agents and Subcontractors will not breach any applicable discrimination legislation and any amendments and re-enactments thereof.

- 52.1 In compliance with the National Railway Safety Regulator Act, 16 of 2002, as may be amended from time to time, the Supplier shall ensure that the Goods/Services and ancillary Services, to be supplied to Transnet under the terms and conditions of this Agreement, comply fully with the Specifications as set forth in Schedule 1 hereto, and shall thereby adhere [as applicable] to railway safety requirements and/or regulations. Permission for the engagement of a Subcontractor by the Supplier, as applicable, shall be subject to a review of the capability of the proposed Subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its Subcontractor shall grant Transnet access, during the term of this Agreement, to review any safety-related activities, including the coordination of such activities across all parts of its organisation.

#### **SERVICE PROVIDER'S PERSONNEL**

- 53.1 The Service Provider's Personnel shall be regarded at all times as employees, agents or Subcontractors of the Service Provider and no relationship of employer and employee shall arise between Transnet and any Service Provider Personnel under any circumstances regardless of the degree of supervision that may be exercised over the Personnel by Transnet.
- 53.2 The Service Provider warrants that all its Personnel will be entitled to work in South Africa or any other country in which the Services are to be performed.
- 53.3 The Service Provider will ensure that its Personnel comply with all reasonable requirements made known to the Service Provider by Transnet concerning conduct at any Transnet premises or any other premises upon which the Services are to be performed [including but not limited to security regulations, policy standards and codes of practice and health and safety requirements]. The Service Provider will ensure that such Personnel at all times act in a lawful and proper manner in accordance with these requirements.
- 53.4 Transnet reserves the right to refuse to admit or to remove from any premises occupied by or on behalf of it, any Service Provider Personnel whose admission or presence would, in the reasonable opinion of Transnet, be undesirable or who represents a threat to confidentiality or security or whose presence would be in breach of any rules and regulations governing Transnet's Personnel, provided that Transnet notifies the Service Provider of any such refusal [with reasons why]. The reasonable exclusion of any such individual from such premises shall not relieve the Service Provider from the performance of its obligations under this Agreement.
- 53.5 The Service Provider agrees to use all reasonable endeavours to ensure the continuity of its Personnel assigned to perform the Services. If any re-assignment by the Service Provider of those Personnel is necessary, or if Transnet advises that any such Personnel assigned are in any respect unsatisfactory, including where any such Personnel are, or are expected to be or have been absent for any period, then the Service Provider will promptly supply a replacement of equivalent calibre and experience, and any such replacement shall be approved by Transnet prior to commencing provision of the Services, such approval not to be unreasonably withheld or delayed.

**SUBCONTRACTING**

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

**PAYMENT TO SUB-CONTRACTORS**

- 55.1 Transnet reserves the right, in its sole discretion, to make payment directly to the sub-contractor of the Supplier/Service Provider, subject to the following conditions:
- a) Receipt of an undisputed invoice from the sub-contractor; and
  - b) Receipt of written confirmation from the Supplier/Service Provider that the amounts claimed by the sub-contractor are correct and that the services for which the sub-contractor has requested payment were rendered to the satisfaction of the Supplier/Service Provider, against the required standards.
- 55.2 Nothing contained in this clause must be interpreted as bestowing on any sub-contractor a right or legitimate expectation to be paid directly by Transnet. Furthermore, this clause does not bestow any right or legitimate expectation on the Supplier/Service provider to demand that Transnet pay its sub-contractor directly. The decision to pay any sub-contractor directly, remains that of Transnet alone.
- 55.3 The Supplier/Service Provider remains liable for its contractual obligations under the Agreement, including all services rendered by the sub-contractor.
- 55.4 This clause does not establish any contractual relationship between Transnet and any sub-contractor of the Supplier/Service Provider, whatsoever.

**13 B-BBEE AND SOCIO-ECONOMIC OBLIGATIONS****13.1B-BBEE Scorecard**

- a) Transnet fully endorses and supports the Broad-Based Black Economic Empowerment Programme and is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.
- b) In response to this requirement, the Supplier/Service Provider shall submit to Transnet's Contract Manager or such other designated person details of its B-BBEE status in terms of the latest Codes of Good Practice issued in terms of the B-BBEE Act and proof thereof at the beginning of March each year during the currency of this Agreement.
- c) The Supplier/Service Provider undertakes to notify and provide full details to Transnet in the event there is:
  - (i) a change in the Supplier's/Service Provider's B-BBEE status which is less than what it was at the time of its appointment including the impact thereof; and
  - (ii) a corporate or internal restructure or change in control of the Supplier/Service Provider which has or likely to impact negatively on the Supplier's/ Service Provider's B-BBEE status.
- d) Notwithstanding any other reporting requirement in terms hereof, the Supplier Service Provider undertakes to provide any B-BBEE data (underlying data relating to the Supplier /Service Provider which has been relied upon or utilised by a verification agency or auditor for the purposes of issuing a verification certificate in respect of the Supplier/Service Provider B-BBEE status) which Transnet may request on written notice within 30 (thirty) calendar days of such request. A failure to provide such data shall constitute a Supplier/ Service Provider Default and may be dealt with in accordance with the provisions of clause 0.
- e) In the event there is a change in the Supplier's/ Service Provider's B-BBEE status, then the provisions of clause 0 shall apply.

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

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

#### **Reporting**

**57** The Supplier/Service Provider shall monitor, audit, and record in an auditable manner, its own implementation and compliance with its Local Content obligations (if applicable) and provide the Contract Manager with such information as the Contract Manager may reasonably request concerning its Local Content obligations.

**58** The Supplier/Service Provider shall, on a monthly basis from the Commencement Date and within 7 (seven) calendar days of the end of the previous calendar month, provide Transnet with a report (for monitoring purposes only) in respect of each of the undertakings stipulated in this clause.

#### **Penalties for subcontracting**

**59** Breach of subcontracting obligations provides Transnet cause to terminate the contract in certain cases where there is a material Non-compliance.

**60** If the Supplier/Service Provider fails to achieve its subcontracting commitments as per their bid submission ("a **Non-Compliance**"), the Supplier/Service Provider shall pay a Non-Compliance penalty ("Non-compliance Penalty") to Transnet in respect of such Non-compliance.

**61** Such penalty shall be calculated based on the difference in value between the committed and delivered subcontracting value (i.e. 100% of the undelivered subcontracting value) plus an additional 10% (ten per cent) of such difference.

**Non-compliance Penalty Certificate:**

**62** If any Non-compliance Penalty arises, the Supplier Development Manager shall issue a Non-compliance Penalty Certificate 90 business days before the expiry of the contract indicating the Non-compliance Penalties which have accrued during that period.

**63** A Non-compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the Supplier/Service Provider disputes any of the amounts set out in a Non-compliance Penalty Certificate:

- the dispute shall be resolved in accordance with the provisions of the Agreement; and
- if pursuant to that referral, it is determined that the Supplier/Service Provider owes any amount to Transnet pursuant to the Non-compliance Penalty Certificate, then the Supplier/Service Provider shall pay such amount to Transnet within 10 (ten) Business Days of the determination made pursuant to such determination and an accompanying valid Tax Invoice.

**Payment of Non-compliance Penalties:**

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

**65** The Supplier/Service Provider shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from Transnet, failing which Transnet shall, without prejudice to any other rights of Transnet under this Agreement, be entitled to call for payment which may be in any form Transnet deems reasonable and/or appropriate.

**66** Should the Supplier/Service Provider fail to pay any Non Compliance Penalties within the time indicated above (as applicable), Transnet shall be entitled to deduct (set off) the amount not paid by the Supplier/Service Provider from the account of the Supplier/Service Provider in the ensuing month.

**67** The Non Compliance Penalties set forth in this Clause are stated exclusive of VAT. Any VAT payable on Non Compliance Penalties will be for the account of the Supplier/Service Provider.

**FEES AND EXPENSES RELATING TO SERVICES**

1In consideration of the provision of the Services, Transnet will pay to the Service Provider the Fees detailed in the relevant schedule or Work Order.

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

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

**68** are agreed by Transnet in advance;

- 69** are incurred in accordance with Transnet's standard travel and expenses policies;
- 70** are passed on to Transnet at cost with no administration fee; and
- 71** will only be reimbursed if supported by relevant receipts.

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

## **72 INVOICES AND PAYMENT**

- 72.1 Transnet shall pay the Supplier/Service Provider the amounts stipulated in each Purchase Order/Work Order, subject to the terms and conditions of this Agreement.
- 72.2 Transnet shall pay such amounts to the Supplier/Service Provider upon receipt of a valid and undisputed Tax Invoice together with the supporting documentation, as specified in the Schedule of Requirements appended hereto, once the valid and undisputed Tax Invoices or such portions of the Tax Invoices which are valid and undisputed become due and payable to the Supplier/Service Provider for the delivery of the Goods/Services ordered, in terms of clause 72.5 below.
- 72.3 Transnet may, pending an investigation, withhold any payments to the Supplier/Service Provider, in the case where irregular expenditure has been identified in the particular contract and that there is reasonable suspicion that the Supplier/Service Provider is involved or was aware that the contract transgressed any legislation.
- 72.4 All Prices set out in this Agreement and the Schedule of Requirements hereto are to be indicated inclusive and exclusive of VAT, which will be payable at the applicable rate in ZAR.
- 72.5 Unless otherwise provided for in the Schedule of Requirements appended to this Agreement, Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by Transnet within 30 [thirty] calendar days after date of receipt by Transnet of the Supplier's/Service Provider's statement together with the relevant valid and undisputed Tax Invoice(s) and supporting documentation.
- 72.6 Where the payment of any Tax Invoice, or any part of a Tax Invoice which is not in dispute, is not made in accordance with this clause, the Supplier/Service Provider shall be entitled to charge interest on the outstanding amount, at The Standard Bank of South Africa's prime rate of interest in force, for the period from the due date of payment until the outstanding amount is paid.
- 72.7 The Supplier/Service Provider shall remain the owner of all plant, material, machinery, equipment and the like [collectively, **the Supplier's Goods**] provided to Transnet until Transnet has paid in full for the Supplier's Goods, it being specifically agreed that Transnet shall acquire no rights [including liens] of whatsoever nature in such Supplier's Goods until date of final payment by Transnet. Subject to the foregoing, all risk and benefit to the Supplier's Goods shall pass from the Supplier to Transnet on delivery of the Supplier's Goods by the Supplier to Transnet.

## **PRICE ADJUSTMENTS**

- 73.1 Prices for Goods/Services supplied in terms of this Agreement shall be subject to review as indicated in the Schedule of Requirements/Works Order annexed hereto.
- 73.2 No less than 2 [two] months prior to any proposed Price adjustment, the Parties shall commence negotiations for Prices for the next period or as otherwise indicated in Schedule 1 hereto. The Parties

shall have regard for market-related pricing of equivalent goods, continuous improvement initiatives, costs [including labour, raw materials and transport/delivery], order size and frequency and changes to the specification of the Goods/Services.

- 73.3 Pursuant to clause 73.2 above, the Supplier/Service Provider shall keep full and accurate records of all costs associated with the supply of the Goods/Services to Transnet, in a form to be approved in writing by Transnet. The Supplier/Service Provider shall produce such records to Transnet for inspection at all reasonable times on request and such records may, at Transnet's option, be audited by Transnet or its designated representatives.
- 73.4 Should Transnet and the Supplier/Service Provider fail to reach an agreement on Price for the successive period, either Party shall be entitled to submit this matter to dispute resolution in accordance with clause 65 of the Master Agreement [Dispute Resolution].
- 73.5 If during the period of this Agreement Transnet can purchase similar Goods/Services of a like quality from another supplier at a total delivered cost to a Transnet facility that is lower than the total delivered cost of the Goods/Services purchased hereunder from the Supplier/Service Provider, Transnet may notify the Supplier/Service Provider of such total delivered cost and the Supplier/Service Provider shall have an opportunity to adjust the Price of the Goods/Services purchased hereunder, on such a basis as to result in the same total delivered cost to Transnet, within 30 [thirty] calendar days of such notice. If the Supplier/Service Provider fails to do so or cannot legally do so, Transnet may (i) purchase the Goods/Services from such other supplier in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of Transnet and the Supplier/Service Provider hereunder shall be reduced accordingly; (ii) terminate this Agreement without any penalty, liability or further obligation; or (iii) continue purchases under this Agreement.
- 73.6 If during the period of this Agreement the Supplier/Service Provider sells any materials which are the same as, equivalent to, or substantially similar to the Goods/Services herein, at a total delivered cost to a third party lower than the total delivered cost to a Transnet facility, then the Supplier/Service Provider has an opportunity to adjust its Price for the Goods/Services purchased hereunder within 30 [thirty] calendar days so that the Price is the same or lower than the total delivered cost of such third party. If the Supplier/Service Provider fails to do so or cannot legally do so, Transnet may (i) purchase the Goods/Services from any other such supplier, in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of Transnet and the Supplier/Service Provider hereunder shall be reduced accordingly; or (ii) terminate this Agreement without any penalty, liability or further obligation. Within 30 [thirty] calendar days of the Commencement Date of this Agreement or at any time Transnet so requests, the Supplier/Service Provider shall certify in writing to Transnet that it is in compliance with this clause and shall provide all information that Transnet reasonably requests in order to verify such compliance.

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

The Supplier warrants that:



- 74.1 pursuant to clause 52.1 [General Obligations of the Supplier], the Goods will be manufactured in accordance with the specifications appended hereto at Schedule 1, or the manufacturer's specifications, as agreed in writing by both Parties;
- 74.2 the execution and performance of this Agreement by the Supplier does not infringe any rights of a third party or breach any obligation of the Supplier to any third party; and
- 74.3 it has taken all reasonable precautions to ensure that, in the event of a disaster, the impact of such disaster on the ability of the Supplier to comply with its obligations under this Agreement will be reduced to the greatest extent possible, and that the Supplier shall ensure that it has appropriate, tested and documented recovery arrangements in place.

## **75 WARRANTIES APPLICABLE TO SERVICES**

75.1 The Service Provider warrants to Transnet that:

- 76** it has full capacity and authority to enter into and to perform this Agreement and that this Agreement is executed by a duly authorised representatives of the Service Provider;
- 77** it will discharge its obligations under this Agreement and any annexure, appendix or schedule hereto with all due skill, care and diligence;
- 78** it will be solely responsible for the payment of remuneration and associated benefits, if any, of its Personnel and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;
- 79** it will procure licences for Transnet in respect of all Third Party Material detailed in the Work Order(s), and will procure the right for Transnet to take such copies [in whole or in part] of such Third Party Materials as it may reasonably require for the purposes of back-up for archiving and disaster recovery; and
- 80** the use or possession by Transnet of any Materials will not subject Transnet to any claim for infringement of any Intellectual Property Rights of any third party.

80.1 The Service Provider warrants that it will perform its obligations under this Agreement in accordance with the Service Levels as defined in the relevant schedule. Transnet may at its discretion audit compliance with the Service Levels, provided that any such audit is carried out with reasonable prior notice and in a reasonable way so as not to have an adverse effect on the performance of the Services. Without prejudice to clause 80.2 below, in the event that the Service Provider fails to meet the Service Levels, Transnet may claim appropriate service credits or invoke a retention of Fees as detailed in the relevant schedule and/or Work Order.

80.2 The Service Provider warrants that for a period of 90 [ninety] calendar days from Acceptance of the Deliverables they will, if properly used, conform in all material respects with the requirements set out in the relevant schedule. The Service Provider will at its expense remedy any such non-conformance as soon as possible but in any event within 30 [thirty] calendar days of notification by Transnet. In the event that the Service Provider fails or is unable to remedy such non-conformance within such time-scale, Transnet will be entitled to employ a third party to do so in place of the Service Provider and any excess charges or costs incurred by Transnet as a result shall be paid by the Service Provider.

80.3 The Service Provider will remedy any defect within 30 [thirty] calendar days of being notified of that defect by Transnet in writing.

- 80.4 The Service Provider will not be liable to remedy any problem arising from or caused by any modification made by Transnet to the Deliverables, or any part thereof, without the prior approval of the Service Provider.
- 80.5 The Service Provider shall advise Transnet of the effects of any steps proposed by Transnet pursuant to clause 80.4 above, including but not limited to any cost implications or any disruption or delay in the performance of the Services. The Parties agree that any changes to the Services, including the charges for the Services or any timetables for delivery of the Services, will be agreed in accordance with the change control procedure, as set out in clause 73 *[Amendment and Change Control]*.
- 80.6 The Service Provider warrants that:
- 81** it has, using the most up-to-date software available, tested for [and deleted] all commonly known viruses in the Materials and for all viruses known by the Service Provider at the date of the relevant Work Order; and
- 82** at the time of delivery to Transnet, the Materials do not contain any trojan horse, worm, logic bomb, time bomb, back door, trap door, keys or other harmful components.
- The Service Provider agrees that, in the event that a virus is found, it will at its own expense use its best endeavours to assist Transnet in reducing the effect of the virus and, particularly in the event that a virus causes loss of operational efficiency or loss of data, to assist Transnet to the same extent to mitigate such losses and to restore Transnet to its original operating efficiency.
- 82.1 The Service Provider undertakes to comply with South Africa's general privacy protection in terms of Section 14 of the Bill of Rights in connection with this Agreement and shall procure that its Personnel shall observe the provisions of Section 14 [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 82.2 The Service Provider warrants that it has taken all reasonable precautions to ensure that, in the event of a disaster, the impact of such disaster on the ability of the Service Provider to comply with its obligations under this Agreement will be reduced to the greatest extent possible, and that the Service Provider shall ensure that it has appropriate, tested and documented recovery arrangements in place.
- 82.3 In compliance with the National Railway Safety Regulator Act, 16 of 2002, the Service Provider shall ensure that the Services, to be supplied to Transnet under the terms and conditions of this Agreement, comply fully with the specifications as set forth in Schedule 1 hereto, and shall thereby adhere [as applicable] to railway safety requirements and/or regulations. Permission for the engagement of a Subcontractor by the Service Provider [as applicable] shall be subject to a review of the capability of the proposed Subcontractor to comply with the specified railway safety requirements and/or regulations. The Service Provider and/or its Subcontractor shall grant Transnet access, during the term of this Agreement, to review any safety-related activities, including the coordination of such activities across all parts of its organisation.

## **17 THIRD PARTY INDEMNITY**

The Supplier/Service Provider hereby indemnifies and shall hold Transnet harmless against any direct damages suffered by or claims arising against Transnet in respect of clause 74.2 above.

OODS

- 18.1 Transnet reserves the right to arrange for the inspection of all Goods forming the subject of any Purchase Order, at any stage before final acceptance and by any means it may think fit, and when such inspection is to be carried out, the relevant Purchase Order(s) shall be endorsed accordingly.
- 18.2 When inspection at the Supplier's works or warehouse is specified, Transnet's authorised inspector shall have free access to the premises of the Supplier at all times during working hours on a Business Day; shall have liberty to inspect work which is the subject of the Purchase Order at any stage of manufacture, and may reject any Goods which are found to be incomplete, defective or in any way not in conformity with the terms and specifications of this Agreement; and the Supplier shall afford all reasonable facilities for such access and inspection.
- 18.3 The Supplier shall provide inspection gauges, measuring and test equipment to ensure that the requirements of this Agreement are satisfied. All gauges, templates, tools and other equipment required to check the accuracy of the work shall be calibrated at regular and reasonable intervals by a laboratory which has been approved in writing by Transnet. This certificate shall not be more than 12 [twelve] months old.
- 18.4 The Supplier shall prepare and supply, without charge to Transnet, all test pieces, samples and specimens; shall provide all labour and apparatus for carrying out tests and analyses in accordance with the terms of this Agreement or Purchase Order, and render all reasonable assistance in making such tests and analyses.
- 18.5 All special rules governing gauging, testing, analysis and other inspection procedures shall be adhered to strictly in accordance with the terms of this Agreement or Purchase Order and the conditions of any specifications and drawings quoted therein.
- 18.6 Inspection will be arranged by the Staff of Transnet, as indicated in the Purchase Order(s).
- 18.7 When Goods are ready for inspection, the Supplier shall apply promptly to the appropriate authority for instructions regarding such inspection. All applications for inspection shall quote Transnet's Agreement or Purchase Order number. 7 [seven] Business Days' notice of readiness from the Supplier shall be given to the authorised inspector appointed by Transnet to carry out such inspection.
- 18.8 Transnet shall have the right to recover from the Supplier the cost of inspection of any Goods that have been rejected by its authorised inspector in terms of this clause 18.

## **19 DEFECTIVE GOODS**

- 19.1 Notwithstanding any certificate and/or receipt that may have been issued by or on behalf of Transnet either in South Africa or overseas, Goods will be accepted at the place of delivery or at the port of shipment, as specified in this Agreement, only as regards outward condition of packages and Transnet retains the right to reject the Goods supplied, on or after arrival at the place to which they are consigned, or after they have been placed in use in South Africa, should they be found defective.
- 19.2 If Goods are rejected owing to latent defects becoming apparent during machining operations or other preparation necessary on the part of Transnet before they can be put into use, the Supplier shall bear all expenses incurred by Transnet in carrying out such necessary operations.
- 19.3 If such Goods are rejected, the Supplier will pay the following costs:

**20** for Goods purchased in South Africa on an ex works basis, the cost of transport from the Supplier's works in South Africa to the named destination where the Goods have been rejected by Transnet, plus handling charges and storage, if leviable; or

**21** for Goods manufactured overseas, the Supplier shall pay all replacement costs including the overseas inland transport cost, freight and insurance charges incurred plus railage or other inland transport costs from the South African port to the place where the Goods have been rejected by Transnet, including handling charges, storage, landing charges, customs duty and surcharges, if leviable.

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

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

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

**22** no manufacturing of the Goods specified in a Purchase Order has commenced and there is little or no prospect, in Transnet's opinion, that manufacturing will commence within a reasonable time; or

**23** delivery of any of the Goods is being or is likely to be delayed beyond the promised delivery date(s), and there is little or no prospect of the Purchase Order(s) being carried out within reasonable adherence to the promised delivery rate(s) or time(s),

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

- 23.1 The Supplier/Service Provider shall thereupon, as soon as possible after such date, deliver to Transnet the Goods/Services [if any] already completed, and payment for the part performance shall be made on a pro rata basis, provided the uncompleted part is not an integral or essential part of the completed Goods/Services. Where an integral or essential part of the work has not been completed, the amount to be paid to the Supplier/Service Provider will be calculated on the basis of Transnet's enrichment. The Supplier/Service Provider shall, wherever practicable, supply Transnet with the necessary drawings and/or specifications to enable it to complete the work.
- 23.2 Whenever, in any case not covered by clause 0 above, the Supplier fails or neglects to execute the work or to deliver any portion of the Goods/Services as required by the terms of this Agreement or Purchase Order, or if any Goods/Services are rejected on any of the grounds mentioned in clause 19 [Defective Goods], Transnet may cancel this Agreement or Purchase Order in so far as it relates to the

unexecuted work or the undelivered or rejected portion of the Goods/Services, and in such event, the supply of the remaining portion shall remain subject in all respects to these conditions.

## **RIGHTS ON CANCELLATION**

- 23.3 If this Agreement or Purchase Order is cancelled in whole or in part in terms of clause 0 [*Total or Partial Failure to Perform*], Transnet may execute or complete this Agreement with any other entity and do so on such terms as it may deem proper, or may procure other comparable Goods/Services in substitution for those neglected to be manufactured or supplied or rejected as aforesaid, and may recover from the Supplier the difference between the cost of such Goods/Services and the Price [if the latter was lower] as well as any costs and expenses [including any additional transport costs] which Transnet may have had to incur in consequence of the Supplier's/Service Provider's default.
- 23.4 Any amount which may be recoverable from the Supplier/Service Provider in terms of clause 23.3 above, without prejudice to any other legal remedies available to Transnet, may be deducted in whole or in part from any monies in the hands of Transnet and due for payment to the Supplier/Service Provider.

## **BREACH AND TERMINATION**

- 23.5 Termination in accordance with clause 22 [Term and Cancellation] shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party and all provisions which are to survive this Agreement or impliedly do so shall remain in force and in effect.
- 23.6 On termination of this Agreement or a Work Order, the Service Provider will immediately deliver up, and procure that its Personnel will immediately deliver up to Transnet, all Deliverables and property belonging to Transnet [or, in the event of termination of a Work Order, such as is relevant to that Work Order] which may be in the possession of, or under the control of the Service Provider, and certify to Transnet in writing that this has been done.
- 23.7 To the extent that any of the Deliverables and property referred to in clause 23.6 above are in electronic form and contained on non-detachable storage devices, the Service Provider will provide Transnet with unencrypted copies of the same on magnetic media and will irretrievably destroy and delete copies so held.
- 23.8 In the event that this Agreement is terminated by the Service Provider under clause **Error! Reference source not found.** [Term and Cancellation], or in the event that a Work Order is terminated by Transnet under the termination clause, Transnet will pay to the Service Provider all outstanding Fees [apportioned on a pro rata basis] relating to the work undertaken by the Service Provider up until the date of such termination. Transnet will also pay the costs of any goods and materials ordered by the Service Provider in relation to the such work for which the Service Provider has paid or is legally obliged to pay, in which case, on delivery of such goods or materials, the Service Provider will promptly deliver such goods and materials to Transnet or as it may direct.
- 23.9 If either Party [**the Defaulting Party**] commits a material breach of this Agreement and fails to remedy such breach within 30 [thirty] calendar days of written notice thereof, the other Party [hereinafter **the Aggrieved Party**], shall be entitled, in addition to any other rights and remedies that it may have in terms of this Agreement, to terminate this Agreement forthwith without any liability and without prejudice to any claims which the Aggrieved Party may have for damages against the Defaulting Party.

- 23.10 Either Party may terminate this Agreement forthwith by notice in writing to the other Party when the other Party is unable to pay its debts as they fall due or commits any act or omission which would be an act of insolvency in terms of the Insolvency Act, 24 of 1936 [as amended from time to time], or if any action, application or proceeding is made with regard to it for:
- 24** a voluntary arrangement or composition or reconstruction of its debts;
- 25** its winding-up or dissolution;
- 26** the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer;
- 27** any similar action, application or proceeding in any jurisdiction to which it is subject.
- 27.1 Transnet may terminate this Agreement at any time within 2 [two] months of becoming aware of a change of control of the Supplier/Service Provider by notice in writing to the Supplier/Service Provider. For the purposes of this clause, **control** means the right to direct the affairs of a company whether by ownership of shares, membership of the board of directors, agreement or otherwise.
- 27.2 Notwithstanding this clause 0, Transnet may cancel this Agreement without cause by giving 30 [thirty] calendar days prior written notice thereof to the Supplier/Service Provider, or
- 27.3 The provisions of clauses 3 [Definitions], 74 [Warranties], 0 [Rights on Cancellation], 02 [Confidentiality], 45 [Limitation of Liability], 48 [Intellectual Property Rights], 65 [Dispute Resolution] and 74.1 [Governing Law] shall survive termination or expiry of this Agreement.

## CESSION

- 27.4 Upon written notice to the Supplier/Service Provider, Transnet shall be entitled:
- 28** to appoint Transnet's financier of the Goods/Services as first payer under this Agreement, without transferring the ultimate responsibility for payment which will remain with Transnet; and
- 29** to cede, assign and transfer its right, title and interest in the Goods/Services to such financier as part of the funding consideration for the Goods/Services.
- 29.1 The Supplier/Service Provider is not entitled to cede, delegate, assign, Subcontract or in any other manner dispose of any of its rights or obligations in terms of this Agreement without the prior written consent of Transnet, which consent shall not be withheld or delayed unreasonably.

## FORCE MAJEURE

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

**PROTECTION OF PERSONAL INFORMATION**

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

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

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

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

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

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

- i. they process personal information only for the express purpose for which it was obtained;
- ii. once processed for the purposes for which it was obtained, all personal information will be destroyed to an extent that it cannot be reconstructed to its original form, subject to any legal retention requirements;
- iii. Personal information is provided only to authorised personnel who strictly require the personal information to carry out the Parties' respective obligations under this Agreement;
- iv. they do not disclose personal information of the other Party, other than in terms of this Agreement;
- v. they have all reasonable technical and organisational measures in place to protect all personal information from unauthorised access and/or use;
- vi. they have appropriate technical and organisational measures in place to safeguard the security, integrity and authenticity of all information in their possession or under their control in terms of this Agreement;
- vii. they identify all reasonably foreseeable internal and external risks to personal information in their possession or under their control; establish and maintain appropriate safeguards against the risks identified; regularly verify that the safeguards are effectively implemented; and ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;
- viii. such personal information is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access.

- 29.4 The Parties agree that if personal information will be processed for additional purposes beyond the original purpose for which it was obtained, explicit consent must be obtained beforehand from those persons whose information will be subject to such processing.
- 29.5 Should it be necessary for either Party to disclose or otherwise make available the personal information to any third party (including sub-contractors and employees) that is not already consented to, it may do so only with the prior written consent of the other Party. The Party requiring such consent shall require of all such third parties, appropriate written undertakings to be provided, containing similar terms to that set forth in this clause, and dealing with that third party's obligations in respect of its processing of the personal information. Following approval by the other Party, the Party requiring consent agrees that the provisions of this clause shall *mutatis mutandis* apply to all authorised third parties who process personal information.
- 29.6 The Parties shall ensure that any persons authorized to process information on their behalf (including employees and third parties) will safeguard the security, integrity and authenticity of all information. Where necessary to meet this requirement, the Parties shall keep all personal information and any analyses, profiles, or documents derived therefrom logically separated from all other information and documentation held by it.
- 29.7 The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the personal information in its possession or under its control. The Parties shall implement and maintain appropriate safeguards against the risks which it identifies and shall also regularly verify that the safeguards which it has in place have been effectively implemented.
- 29.8 The Parties agree that they will promptly return, destroy or de-identify any personal information in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected in relation to this Agreement, subject to any legal retention requirements. This may be at the request of the other Party and includes circumstances where a person has requested the Parties to delete all instances of their personal information. The information will be destroyed or de-identified in such a manner that it cannot be reconstructed to its original form, linking it to any particular individual or organisation.
- 29.9 Personal Information security breach:
- a) Each Party shall notify the other party in writing as soon as possible after it becomes aware of or suspects any loss, unauthorised access or unlawful use of any personal information and shall, at its own cost, take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible. The Parties shall also be required to provide each other with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity of the unauthorised person who may have accessed or acquired the personal information.
  - b) The Parties shall provide on-going updates on the progress in resolving the compromise at reasonable intervals until such time as the compromise is resolved.
  - c) Where required, the Parties must notify the South African Police Service; and/or the State Security Agency and the Information Regulator and the affected persons of the security breach. Any such notification shall always include sufficient information to allow the persons to take protective measures against the potential consequences of the compromise.



- d) The Parties undertake to co-operate in any investigations relating to security which is carried out by or on behalf of the other including providing any information or material in its possession or control and implementing new security measures.

### **CONFIDENTIALITY**

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

- 30** not to divulge or disclose to any person whomsoever in any form or manner whatsoever, either directly or indirectly, any Confidential Information of the other without the prior written consent of such other Party, other than when called upon to do so in accordance with a statute, or by a court having jurisdiction, or by any other duly authorised and empowered authority or official, in which event the Party concerned shall do what is reasonably possible to inform the other of such a demand and each shall assist the other in seeking appropriate relief or the instituting of a defensive action to protect the Confidential Information concerned;
- 31** not to use, exploit, permit the use of, directly or indirectly, or in any other manner whatsoever apply the Confidential Information disclosed to it as a result of this Agreement, for any purpose whatsoever other than for the purpose for which it is disclosed or otherwise than in strict compliance with the provisions in this Agreement;
- 32** not to make any notes, sketches, drawings, photographs or copies of any kind of any part of the disclosed Confidential Information without the prior written consent of such other Party, except when reasonably necessary for the purpose of this Agreement, in which case such copies shall be regarded as Confidential Information;
- 33** not to de-compile, disassemble or reverse engineer any composition, compilation, concept application, item, component de-compilation, including software or hardware disclosed and shall not analyse any sample provided by Transnet, or otherwise determine the composition or structure or cause to permit these tasks to be carried out except in the performance of its obligations pursuant to this Agreement;
- 34** not to exercise less care to safeguard Transnet Confidential Information than the Party exercises in safeguarding its own competitive, sensitive or Confidential Information;
- 35** Confidential Information disclosed by either Party to the other or by either Party to any other party used by such party in the performance of this Agreement, shall be dealt with as "restricted" or shall be dealt with according to any other appropriate level of confidentiality relevant to the nature of the information concerned, agreed between the Parties concerned and stipulated in writing for such information in such cases;
- 36** the Parties shall not make or permit to be made by any other person subject to their control, any public statements or issue press releases or disclose Confidential Information with regard to any matter related to this Agreement, unless written authorisation to do so has first been obtained from the Party first disclosing such information;
- 37** each Party shall be entitled to disclose such aspects of Confidential Information as may be relevant to one or more technically qualified employees or consultants of the Party who are required in the course of their duties to receive the Confidential Information for the Permitted Purpose provided that the employee or consultant concerned has a legitimate interest therein, and then only to the extent necessary for the Permitted Purpose, and is informed by the Party of the confidential nature of the Confidential Information and the obligations of the confidentiality to which such disclosure is subject and the Party shall ensure such employees or consultants honour such obligations;
- 38** each Party shall notify the other Party of the name of each person or entity to whom any Confidential Information has been disclosed as soon as practicable after such disclosure;
- 39** each Party shall ensure that any person or entity to which it discloses Confidential Information shall observe and perform all of the covenants the Party has accepted in this Agreement as if such person or entity has signed this

Agreement. The Party disclosing the Confidential Information shall be responsible for any breach of the provisions of this Agreement by such person or entity; and

**40** each Party may by written notice to the other Party specify which of the Party's employees, officers or agents are required to sign a non-disclosure undertaking.

40.1 The duties and obligations with regard to Confidential Information in this clause 0 shall not apply where:

**41** a Party can demonstrate that such information is already in the public domain or becomes available to the public through no breach of this Agreement by that Party, or its Staff; or

**42** was rightfully in a Party's possession prior to receipt from the other Party, as proven by the first-mentioned Party's written records, without an infringement of an obligation or duty of confidentiality; or

**43** can be proved to have been rightfully received by a Party from a third party without a breach of a duty or obligation of confidentiality; or

**44** is independently developed by a Party as proven by its written records.

44.1 This clause 0 shall survive termination for any reason of this Agreement and shall remain in force and effect from the Commencement Date of this Agreement and 5 [five] years after the termination of this Agreement. Upon termination of this Agreement, all documentation furnished to the Supplier/Service Provider by Transnet pursuant to this Agreement shall be returned to Transnet including, without limitation, all corporate identity equipment including dyes, blocks, labels, advertising matter, printing matter and the like.

## **INSURANCES**

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

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

44.4 Subject to clause 44.5 below, if the Supplier/Service Provider fails to effect adequate insurance under this clause<sup>29</sup>, it shall notify Transnet in writing as soon as it becomes aware of the reduction or inadequate cover and Transnet may arrange or purchase such insurance on behalf of the Supplier/Service Provider. The Supplier/Service Provider shall promptly reimburse Transnet for any premiums paid provided such insurance protects the Supplier/Service Provider's liability. Transnet assumes no responsibility for such insurance being adequate to protect all of the Supplier/Service Provider's liability.

44.5 In the event that the Supplier/Service Provider receives written notice from its insurers advising of the termination of its insurance cover referred to in clause 44.2 above or if the insurance ceases to be available upon commercially reasonable terms, the Supplier/Service Provider shall immediately notify Transnet in writing of such termination and/or unavailability, whereafter either the Supplier/Service

Provider or Transnet may terminate this Agreement on giving the other Party not less than 30 [thirty] calendar days prior written notice to that effect.

#### **45 LIMITATION OF LIABILITY**

45.1 The Supplier/Service Provider's liability under this clause 0 shall be in addition to any warranty or condition of any kind, express or implied by law or otherwise, relating to the Goods/Services or ancillary Services, including the quality of the Goods/Services or ancillary Services or any materials delivered pursuant to this Agreement.

45.2 Neither Party excludes or limits liability to the other Party for:

**46** death or personal injury caused by its negligence, [including its employees', agents' or Subcontractors' negligence]; or

**47** fraud or theft.

47.1 The Supplier/Service Provider shall indemnify and keep Transnet indemnified from and against liability for damage to any Transnet property [whether tangible or intangible] or any other loss, costs or damage suffered by Transnet to the extent that it results from any act of or omission by the Supplier/Service Provider or its Personnel in connection with this Agreement. The Supplier/Service Provider's liability arising out of this clause 47.1 shall be limited to direct damages.

47.2 Subject always to clauses 45.1 and 45.2 above, the liability of either the Supplier/Service Provider or Transnet under or in connection with this Agreement, whether for negligence, misrepresentation, breach of contract or otherwise, for direct loss or damage arising out of each Default or series of related Defaults shall not exceed 100% [one hundred per cent] of the Fees paid under the schedule or Work Order to which the Default(s) relates.

47.3 Subject to clauses 45.1 to 47.2 above, in no event shall either Party be liable to the other for indirect or consequential loss or damage or including indirect or consequential loss of profits, business, revenue, goodwill or anticipated savings of an indirect nature or loss or damage incurred by the other Party as a result of third party claims.

47.4 If for any reason the exclusion of liability in clause 47.3 above is void or unenforceable, either Party's total liability for all loss or damage under this Agreement shall be as provided in clause 47.1 above.

47.5 Nothing in this clause 450 shall be taken as limiting the liability of the Parties in respect of clauses 0 [Confidentiality] and 48 [Intellectual Property Rights].

#### **48 INTELLECTUAL PROPERTY RIGHTS**

##### **Title to Confidential Information**

**49** Transnet will retain all right, title and interest in and to its Confidential Information and Background Intellectual Property and the Supplier/Service Provider acknowledges that it has no claim of any nature in and to the Confidential Information and Background Intellectual Property that is proprietary to Transnet. For the avoidance of doubt all the Supplier/Service Provider's Background Intellectual Property shall remain vested in the Supplier/Service Provider.

**50** Transnet shall grant to the Supplier/Service Provider an irrevocable, royalty free, non-exclusive licence to use Transnet's Background Intellectual Property only for the Permitted Purpose. This licence shall not permit the Supplier/Service Provider to sub-license to other parties.

**51** The Supplier/Service Provider shall grant to Transnet an irrevocable, royalty free, non-exclusive licence to use the Supplier/Service Provider's Background Intellectual Property for the Permitted Purpose. This licence shall not permit Transnet to sub-license to other parties.

**52** The Supplier/Service Provider shall grant Transnet access to the Supplier/Service Provider's Background Intellectual Property on terms which shall be *bona fide* negotiated between the Parties for the purpose of commercially exploiting the Foreground Intellectual Property, to the extent that such access is required.

**53** The above shall not pertain to any software licenses procured by the Supplier/Service Provider from third parties and used in the supply of the Goods/Services.

#### **Title to Intellectual Property**

**54** All right, title and interest in and to Foreground Intellectual Property prepared, conceived or developed by the Supplier/Service Provider, its researchers, agents and employees shall vest in Transnet and the Supplier/Service Provider acknowledges that it has no claim of any nature in and to the Foreground Intellectual Property. The Supplier/Service Provider shall not at any time during or after the termination or cancellation of this Agreement dispute the validity or enforceability of such Foreground Intellectual Property, or cause to be done any act or anything contesting or in any way impairing or tending to impair any part of that right, title and interest to any of the Foreground Intellectual Property and shall not counsel or assist any person to do so.

**55** Transnet shall be entitled to seek protection in respect of the Foreground Intellectual Property anywhere in the world as it shall decide in its own absolute discretion and the Supplier/Service Provider shall reasonably assist Transnet in attaining and maintaining protection of the Foreground Intellectual Property.

**56** Where the Foreground Intellectual Property was created by the Supplier/Service Provider or its researchers, agents and employees and where Transnet elects not to exercise its option to seek protection or decides to discontinue the financial support of the prosecution or maintenance of any such protection, Transnet shall notify the Supplier/Service Provider who shall have the right of first refusal to file or continue prosecution or maintain any such applications and to maintain any protection issuing on the Foreground Intellectual Property.

**57** No consideration shall be paid by Transnet to the Supplier/Service Provider for the assignment of any Foreground Intellectual Property from the Supplier/Service Provider to Transnet, over and above the sums payable in terms of this Agreement. The Supplier/Service Provider undertakes to sign all documents and do all things as may be necessary to effect, record and perfect the assignment of the Foreground Intellectual Property to Transnet.

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

#### **Title to Improvements**

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

assist Transnet in attaining, maintaining or documenting ownership and/or protection of the improved Foreground Intellectual Property.

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

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

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

**59** The Supplier/Service Provider agrees to notify Transnet in writing of any conflicting uses of, and applications of registrations of Patents, Designs and Trade Marks or any act of infringement, unfair competition or passing off involving the Intellectual Property of Transnet of which the Supplier/Service Provider acquires knowledge and Transnet shall have the right, as its own option, to proceed against any party infringing its Intellectual Property.

**60** It shall be within the sole and absolute discretion of Transnet to determine what steps shall be taken against the infringer and the Supplier/Service Provider shall co-operate fully with Transnet, at Transnet's cost, in whatever measure including legal action to bring any infringement of illegal use to an end.

**61** The Supplier/Service Provider shall cooperate to provide Transnet promptly with all relevant ascertainable facts.

**62** If proceedings are commenced by Transnet alone, Transnet shall be responsible for all expenses but shall be entitled to all damages or other awards arising out of such proceedings. If proceedings are commenced by both Parties, both Parties will be responsible for the expenses and both Parties shall be entitled to damages or other awards arising out of proceedings.

### **63 NON-WAIVER**

63.1 Failure or neglect by either Party, at any time, to enforce any of the provisions of this Agreement, shall not in any manner be construed to be a waiver of any of that Party's rights in that regard and in terms of this Agreement.

63.2 Such failure or neglect shall not in any manner affect the continued, unaltered validity of this Agreement, or prejudice the right of that Party to institute subsequent action.

#### **PARTIAL INVALIDITY**

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

#### **DISPUTE RESOLUTION**

65.1 Should any dispute of whatsoever nature arise between the Parties concerning this Agreement, the Parties shall try to resolve the dispute by negotiation within 10 [ten] Business Days of such dispute arising.

65.2 If the dispute has not been resolved by such negotiation, either of the Parties may refer the dispute to AFSA and notify the other Party accordingly, which proceedings shall be held in Johannesburg.

65.3 Such dispute shall be finally resolved in accordance with the rules of AFSA by an arbitrator or arbitrators appointed by AFSA.

- 65.4 This clause constitutes an irrevocable consent by the Parties to any proceedings in terms hereof, and neither of the Parties shall be entitled to withdraw from the provisions of this clause or claim at any such proceedings that it is not bound by this clause 654.
- 65.5 This clause 65 is severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.
- 65.6 This clause 65 shall not preclude either Party from seeking urgent relief in a court of appropriate jurisdiction, where grounds for urgency exist.

**ADDRESSES FOR NOTICES**

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

**67 Transnet**

- (i) For legal notices:

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

Fax No. ....

Attention: **Group** Legal Department

- (ii) For commercial notices:

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

Fax No. ....

Attention: .....

**68 The Supplier/Service Provider**

- (i) For legal notices:

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

Fax No. ....

Attention: .....

- (ii) For commercial notices:

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

Fax No. ....

Attention: .....

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

- 68.3 Any notice shall be deemed to have been given:

**69** if hand delivered, on the day of delivery;

**70** if faxed, on the date and time of sending of such fax, as evidenced by a fax confirmation printout, provided that such notice shall be confirmed by prepaid registered post on the date of dispatch of such fax, or, should no postal facilities be available on that date, on the next Business Day; or

**71** if sent by email, on the date and time received, provided that such notice shall be confirmed by prepaid registered post on the date of dispatch of such email, or, should no postal facilities be available on that date, on the next Business Day.

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

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

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

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

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

73.2 In the event the Parties cannot agree upon changes, the Parties shall in good faith seek to agree any proposed changes using the dispute resolution procedures in clause 65 [*Dispute Resolution*].

#### **GENERAL**

##### **74.1 Governing Law**

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

##### **74.2 Change of Law**

In this Agreement, unless the context otherwise requires, references to a statutory provision include references to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it, provided that in the event that the amendment, extension or re-enactment of any statutory provision or introduction of any new statutory provision has a material impact on the obligations of either Party, the Parties will negotiate in good faith to agree such amendments to this Agreement as may be appropriate in the circumstances. If, within a reasonable period of time, the Supplier/Service Provider and Transnet cannot reach agreement on the nature of the changes required or on modification of Prices, delivery schedules, warranties, or other terms and conditions, either Party may seek to have the matter determined in accordance with clause 65 [*Dispute Resolution*] above.

##### **74.3 Counterparts**

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

**DATABASE OF RESTRICTED SUPPLIER**

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

---

Respondent's Signature

---

Date & Company Stamp



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

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

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

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

**SCHEDULE 1 – WORK ORDER NO CRAC-JHB-36246 SCOPE OF SERVICES.**

**DESIGN, SUPPLY, INSTALLATION, COMMISSIONING, CONFIGURATION AND INTERGRATION OF ALL EQUIPMENT, SOFTWARE AND DATABASE FOR A HIGH-DEFINITION INTERNET PROTOCOL VIDEO SURVEILANCE (HDPIVVS) CAMERAS AT CITY DEEP, KAZERNE, AND KAZCON FOR A PERIOD OF TWELVE (12) MONTHS.**

With reference to the Master Agreement, Reference Number CRAC-JHB-36246 [the **Agreement**] between Transnet SOC Ltd operating as Transnet Freight Rail [**TFR** and [**Service Provider**] pursuant to which the Service Provider has agreed to the Services for and on behalf of TFR subject to such Agreement, the defined terms in the Master Agreement will, unless otherwise indicated, have the same meaning in this Schedule 1.

In consideration of the mutual covenant and agreements contained in the Agreement and in this Schedule 1, it is agreed as follows:

**76 DESCRIPTION OF THE SERVICES**

76.1 The scope of the Services to be rendered are described more fully in the Annexures referred to below:

- ☐ Annexure B– Scope of Work and
- ☐ Annexure C - Pricing Schedule

**77 DELIVERABLES AND COMPLETION DATE**

The Deliverables, due for completion by ..... and governed by this Schedule 1, include:

77.1 See attached scope of work as **Annexure B**

**78 REPRESENTATIVE'S**

<b>TFR</b>	
Designation	
Operating Division	
Address	
Cell Phone	
Telephone	
Fax	
Email	

<b>Service Provider</b>	
Designation	
Address	
Cell Phone	
Telephone	
Email	

**79 ACCEPTANCE CRITERIA FOR DELIVERABLES**

4.1 TFR's Representative or his/her nominated delegate will sign off the authorisation approval for Deliverables as detailed above monthly.

**80 FEES AND DISBURSEMENTS**

80.1 The Service Provider hereby agrees to perform the service for the term of the agreement as per the Pricing Schedule (Annexure C)

80.2 Payment terms are subject to clause 14 [*Fees and Expenses*] of the Agreement hereto.

**6. BUSINESS CONTINUITY PLAN**

6.1 The Service Provider hereby agrees that it will ensure that it has adequate business continuity measures in place to avoid a disruption and mitigate risk to this Agreement in the event of an unforeseen incident.

6.2 In the event of an incident taking place which invokes TFR's Business Continuity Plan, the Service Provider will implement its measures referred to in clause 6.1 above.

6.3 Implementation of the Service Provider's Business Continuity measures will be more fully described in the SLA and monitored accordingly.

**7. PENALTIES**

7.1 TFR shall be entitled to impose/levy penalties upon the Service Provider in the event that the Service Provider does not comply with the quality standards and requirements stipulated in this Agreement. TFR shall be entitled to deduct such penalties from the monthly amount due to the Service Provider by TFR. The Service Provider agrees to the imposition of such penalties and authorises TFR to apply set-off as is contemplated in this clause 7.1.

7.2 Notwithstanding the provision of this penalty clause, TFR shall not:-

7.2.1 be precluded from exercising its right to terminate the Agreement; and/or

7.2.2 be stopped from claiming damages from the Service provider, should damages be suffered by TFR or any third party (who claims from TFR) as a result of any conduct or failure on the part of the Service provider or any of its employees arising out of a breach by the Service Provider of this Agreement; and/or

7.2.3 be in anyway prevented from exercising any or all of its rights in terms of the agreement.

7.4 Notwithstanding any other provision of this Agreement, the total penalty deduction per month shall be limited to a maximum of 10% (ten percent) of the monthly contract value which may become payable to the Service Provider by TFR.

7.5 Any penalty imposed in terms of this clause 7 shall be set-off against the invoiced (vatable) amount (as declared in the Service Provider's Tax Invoice) to which the penalty has attached, and the VAT payable by TFR to the Service Provider shall be calculated on the invoiced amount, less the service-related penalty imposed.

## 8. COMPLIANCE TO LABOUR AND ENVIRONMENTAL LAWS

8.1 The Service Provider shall comply with the following requirements from TFR with regard to labour and environmental laws:

8.1.1 The Service Provider shall not permit any persons who are or who appear to be under the influence of intoxicating substances to enter or remain at the workplace;

8.1.2 No person at the workplace shall, be under the influence of, have in his or her possession or partake or offer any other person intoxicating substances;

8.1.3 In the case where a Service Provider's employee is taking medication, the Service Provider shall only allow such person to perform duties at the workplace if the side effects of such medication do not constitute a threat to the health and safety of the person concerned or any other persons at such workplace.

- Random testing will be conducted by TFR.
- Attendance of SHE meeting
- Every operator to have valid induction certification
- Valid Competency certificates for all operators

8.2 Fuel and oil spillage shall be cleared by the Service Provider in accordance with Environmental requirements, within 24 hours.

8.2.1 Should the Service Provider fail to do so, TFR shall appoint an appropriate organisation to do so, and the cost shall be transferred to the Service Provider.

8.2.3 In the Event that the Service Provider fails to comply with all applicable environmental legislation, the Service Provider shall be liable for and bear all costs of making good any damage or harm caused by it to any person, area within the Terminal, public road, path or street, private or third party property, environment including but not limited to fauna and flora. The Service Provider indemnifies TFR in respect of any damage or harm caused by the Service Provider

## 9. CONTINUOUS IMPROVEMENT

9.1 The Service Provider shall immediately advise TFR of any decision taken to discontinue or in any way change the provision of any services stipulated in this Agreement.

9.2 The Parties will jointly and continually investigate and search for opportunities to improve on specifications, technology, procedures and management of the services supplied in order to reduce TFR's overall costs.

9.3 The representative(s) of the Service Provider as well as the TFR's Commodity Manager and other identified TFR Staff shall conduct regular meetings. Such meetings will be scheduled by the TFR Commodity Manager where, amongst others, the following aspects shall be addressed:

9.4 problem solving and generating of savings ideas for implementation to reduce the total cost of the provision of this service as well as other services relating thereto;

9.5 considering and/or developing of savings ideas for implementation and specific reports submitted by either Party on aspects related to the operation, application, and management of the services as provided for in this Agreement;

9.6 discussion of all current aspects relating to the Agreement between the Parties. To this end the Parties in general undertake to take all steps to enhance the relationship between the Parties;

9.6.1 identification of cost saving and efficiency improvement opportunities, maintenance applications and operational practices;

9.6.2 development of initiative proposals;

9.6.3 obtaining buy-in from all users/stakeholders;

9.6.4 implementation of cost savings initiatives / action plans;

9.6.5 continuous measuring and benchmarking;

9.6.6 quantification of savings (impact and cost);

9.6.7 correction of deviations; and

9.6.8 discussion of demand tendencies and fluctuations.

9.7 The meeting shall be coordinated by TFR and TFR shall keep proper minutes of the proceedings.

9.8 In the event of any disagreement between the Parties, the matter shall be dealt with in terms of the dispute resolution mechanisms as provided for in the Master Agreement.

9.9 The meeting type and frequency will be as follows:

9.10 Quarterly meetings (and extended members where needed) with a set agenda to address continuous improvement issues as indicated herein.

9.11 Monthly technical / operations meetings at TFR's facilities, between the representatives from each Party.

9.12 The Parties agree that in the event that specifications/Service/Price needs to be amended due to the outcomes of the above-mentioned program or for any other reason, a formal amendment to the Agreement will be reduced to writing to formalise such changes.

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

<b>SIGNED</b> for and on behalf of:	<b>SIGNED</b> for and on behalf of:  <b>Transnet SOC Ltd operating as Transnet Freight Rail</b>
Signature .....	Signature .....
Name:	Name:
Position:	Position:
Date:	Date:
Place:	Place:

---

Respondent's Signature

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Date & Company Stamp