

**Transnet Corporate Centre****an Operating Division of TRANSNET SOC LTD****[hereinafter referred to as Transnet]****[Registration No. 1990/000900/30]****REQUEST FOR INFORMATION [RFI]**

**Information is required** to enable Transnet to gather information regarding suitable/available goods /services in the market in order for Transnet to draft the scope of work/specification in such a way as to promote fair, open and transparent competition from as wide a range of suppliers as is practically possible. Respondents in this process will receive no preference in any subsequent open tender process, apart from their information supplied being utilized in the preparation of the Transnet scope/specification.

**TRANSNET MAY, AT ITS SOLE DISCRETION DECIDE TO EMBARK ON A SEPARATE "REQUEST FOR PROPOSAL" [RFP] PROCESS WHICH WILL BE OPEN TO THE MARKET**

To appoint a Service Provider(s) to undertake the provision **OF THE TRANSNET INTEGRATED MANAGEMENT SYSTEM (TIMS)**

**RFI NUMBER:** TCC/2023/10/0001/46716/RFI**ISSUE DATE:** 14 December 2023**NON COMPULSARY BRIEFING:** 12 January 2024 at 10h00 am**CLOSING DATE:** 26 January 2024**CLOSING TIME:** 12:00 PM**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. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.*

## SCHEDULE OF CONTENTS

<b>Section No</b>	<b>Page</b>
SECTION 1: SBD1 FORM.....	3
SECTION 2: NOTICE TO RESPONDENTS .....	5
1    INFORMATION REQUEST .....	5
2    RESPONSE SUBMISSION.....	6
3    RFI INSTRUCTIONS.....	6
4    B-BBEE LEVEL.....	6
5    COMMUNICATION.....	7
6    CONFIDENTIALITY .....	7
7    STATUS OF THIS RFI AND SUBSEQUENT PROCESS.....	7
8    DISCLAIMERS.....	7
9    NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE .....	8
SECTION 3: RFI SCOPE OF REQUIREMENTS.....	9
SECTION 4: TRANSNET'S RFI INFORMATION .....	11
SECTION 5: EXPRESSION OF INTEREST .....	12
SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFI, TERMS & CONDITIONS & APPLICABLE DOCUMENTS ...	14
SECTION 7: RFI CLARIFICATION REQUEST FORM .....	15
SECTION 8: SBD 4 - BIDDER'S DISCLOSURE .....	16
SECTION 9: PROTECTION OF PERSONAL INFORMATION .....	19

APPENDIX A: RFI SCOPE OF REQUIREMENTS

APPENDIX B: NON-DISCLOSURE AGREEMENT

APPENDIX C: TRANSNET'S GENERAL BID CONDITIONS

APPENDIX D: TRANSNET'S SUPPLIER INTEGRITY PACT

**RFI FOR THE PROVISION OF THE TRANSNET INTEGRATED MANAGEMENT SYSTEM (TIMS).****SECTION 1: SBD1 FORM****PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET CORPORATE CENTRE, A DIVISION TRANSNET SOC LTD</b>							
BID NUMBER:	TCC/2023/10/0001/46716/RFI	ISSUE DATE:	14/12/2023	CLOSING DATE:	26/01/2024	CLOSING TIME:	12H00
DESCRIPTION	<b>RFI FOR THE PROVISION OF THE TRANSNET INTEGRATED MANAGEMENT SYSTEM (TIMS).</b>						
<b>BID RESPONSE DOCUMENTS SUBMISSION</b>							
<b>RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH BID/RFI SELECTED (please refer to section 2, paragraph 4 for a detailed process on how to upload submissions):</b>							
<a href="https://transnettenders.azurewebsites.net">https://transnettenders.azurewebsites.net</a>							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>							
CONTACT PERSON	<b>Deon Tobias</b>						
TELEPHONE NUMBER							
E-MAIL ADDRESS	<a href="mailto:Deon.Tobias@transnet.net">Deon.Tobias@transnet.net</a>						
<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:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]		
	<input type="checkbox"/> Yes		<input type="checkbox"/> No		<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 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSURE PROOF]	<b>2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW ]
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### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

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

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

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. TAX COMPLIANCE REQUIREMENTS

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

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 RESPONDENTS

### 1 INFORMATION REQUEST

Information is requested from interested persons, companies, close corporations or enterprises [hereinafter referred to as the **Respondent(s)**] to supply the aforementioned information to Transnet. Respondents are to note that no business will be awarded on this RFI. The information requested will merely be used to determine what is available in the market, and should Transnet decide to pursue this acquisition further, it will be on the basis of a totally separate Open RFP Process to which anyone can respond. Respondents in this process will receive no preference in any subsequent open tender process, apart from their information supplied being utilized in the preparation of the Transnet scope/specification.

DESCRIPTION	RFI FOR THE PROVISION OF THE TRANSNET INTEGRATED MANAGEMENT SYSTEM (TIMS).
<b>TENDER ADVERT</b>	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
<b>RFI DOWNLOADING</b>	<p>This <b>RFI</b> may be downloaded directly from National Treasury's e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge.</p> <p>To download RFI and Annexures:</p> <ul style="list-style-type: none"> <li>• Click on "Tender Opportunities";</li> <li>• Select "Advertised Tenders";</li> <li>• In the "Department" box, select Transnet SOC Ltd;</li> </ul> <p>Once the tender has been located in the list, click on the 'Tender documents' tab and process to download all uploaded documents.</p> <p>The <b>RFI/</b> may also be downloaded from the Transnet Portal at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use <b>Google Chrome</b> to access Transnet link) free of charge (<i>refer to section 2, paragraph 3 below for detailed steps</i>)</p>
<b>COMMUNICATION</b>	<p>Any addenda to the RFI or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal and Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFI.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFI.</p>
<b>BRIEFING SESSION</b>	<p>Yes – Non-compulsory</p> <p>A non-compulsory RFI briefing session will be held via a Microsoft Teams meeting on the <b>12 January 2024 at 10h00 am</b>: Respondents are to send through their email addresses to <a href="mailto:Deon.tobias@transnet.net">Deon.tobias@transnet.net</a> before the <b>11 January 2024</b> at 14h00 pm in order to be invited to the meeting. A link will be provided to all respondents who have shown interest to gain entry to the meeting. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.</p>
<b>CLOSING DATE</b>	<p><b>12:00 pm on Friday, January 26, 2024.</b></p> <p>Bidders must ensure that bids are uploaded timeously onto the system.</p> <p>As a general rule, if a bid is late, it will not be accepted for consideration.</p>

	<b><i>Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.</i></b>
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Any additional information or clarification will be published on the e-Tender portal and Transnet website, if necessary.

## 2 RESPONSE SUBMISSION

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

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

- Log on to the Transnet eTenders management platform website/ Portal ([transnetetenders.azurewebsites.net](http://transnetetenders.azurewebsites.net)) Please use **Google Chrome** to access Transnet link/site)
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- No late submissions will be accepted. The bidder guide can be found on the Transnet Portal [transnetetenders.azurewebsites.net](http://transnetetenders.azurewebsites.net)

## 3 RFI INSTRUCTIONS

- 3.1 All returnable documents listed in the expression of interest [section 5] in this RFI must be returned with your submission.
- 3.2 The person or persons signing the submission must be legally authorised by the respondent to do so.

## 4 B-BBEE LEVEL

Respondents are required to indicate the B-BBEE status and the categories of their enterprise in the table below:

Enterprise	Annual Turnover	Indicate what is applicable	B-BBEE Level status
<b>Large</b>	>R50 Million		
<b>QSE</b>	>R10 Million <R50 Million		
<b>EME</b>	<R10 Million		

## 5 COMMUNICATION

- 5.1 For specific queries relating to this RFI a Clarification Request Form should be submitted onto the system and to Deon Tobias via email at [Deon.tobias@transnet.net](mailto:Deon.tobias@transnet.net) before **12:00 pm on 15 January 2024** substantially in the form set out in Section 8. In the interest of fairness and transparency Transnet's response to such a query will be published on the e-tender portal and Transnet website.
- 5.2 After the closing date of the RFI a Respondent may only communicate with the Deon Tobias (BPEC chairperson), on email [Deon.Tobias@transnet.net](mailto:Deon.Tobias@transnet.net) on any matter relating to its RFI Proposal.
- 5.3 Respondents are to note that changes to its submission will not be considered after the closing date.
- 5.4 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFI.
- 5.5 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

## 6 CONFIDENTIALITY

All information related to this RFI is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information related to this RFI, written approval must be obtained from Transnet.

## 7 STATUS OF THIS RFI AND SUBSEQUENT PROCESS

- 7.1 This RFI is not an offer to purchase, and Transnet is under no obligation to accept any proposals in this process.
- 7.2 As this is a Request for Information only, no business will be awarded through this process.

## 8 DISCLAIMERS

- 8.1 Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFI and/or its receipt of submissions in response to it. In particular, please note that Transnet reserves the right and at its sole and full discretion to:
  - a) utilise any information provided to it in response to this RFI to draft the scope of requirements for inclusion in an RFP;
  - b) take no further action whatsoever, if it so decides
  - c) withdraw from this process and the provisions of this project at any time;
  - d) select the RFI participants based on Transnet's criteria;
  - e) not bind itself to accept any or all of the RFI;
  - f) increase or decrease the quantities/scope as indicated in the RFI; and/or
  - g) 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.

8.2 Kindly note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with this submission.

## 9 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

**Transnet urges its clients, suppliers and the general public to report any fraud or corruption to  
TIP-OFFS ANONYMOUS:**



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



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

**What's App**  
Speak to an Agent via What's App.

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

**Telegram**  
Speak to an Agent via Telegram



0800 003 056



086 551 4153



reportit@ethicshelpdesk.com



\*120\*0785980808#

## SECTION 3: RFI SCOPE OF REQUIREMENTS

### 1 SCOPE STATEMENT

Refer to Annexure A for the RFI Scope Statement.

### 2 GENERAL RESPONDENT OBLIGATIONS

- 2.1 The Respondent(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 2.2 The Respondent (s) must comply with the requirements stated in this RFI.

### 3 CONFIDENTIALITY AND COMPLIANCE

This RFI and information contained herein or provided for purposes thereof, remain the property of Transnet and may not be reproduced, sold or otherwise disposed of. All recipients of this document (whether an RFI is submitted or not) shall treat the details of this document as strictly private and confidential.

Information disclosed in this RFI is given in good faith and only for the purposes of providing sufficient information to the Respondent to enable submission of a well-informed and realistic RFI.

### 4 UNDERTAKINGS BY RESPONDENT

It will be accepted that the Respondent, on submitting the RFI response, has read, understood and accepted all the terms and conditions of the document. The submission of an RFI by any Respondent shall presume complete acceptance of the terms and conditions of the document. All qualifications and or exceptions should be noted in the RFI Response document.

### 5 COSTS TO RESPOND TO THE RFI

- 5.1 All Respondents wishing to submit an RFI response must be in possession of this document, the RFI. Transnet will not be responsible for or pay any expense or losses which may be incurred by any Respondent in the preparation and submission of the RFI and the costs of the RFI at all stages of the RFI process. Costs, if any, will be for each Respondent's own account.
- 5.2 Transnet reserves the right to invite certain Respondents to present or otherwise demonstrate their proposed solution as per their RFI, at the Respondent's own cost.

### 6 AUTHORITY OF SIGNATORY

- 6.1 If the RFI Respondent is a company, a certified copy of the resolution of the Board of Directors (i.e. personally signed by the Chairman or Secretary of the Board) authorising the person who signs this RFI to do so and any other documents and correspondence in connection with this RFI and/or agreement on behalf of the company, must be submitted with their RFI.
- 6.2 If the RFI Respondent is a partnership, a certified copy of the resolution of the partners (personally signed by all the partners) authorising the person who signs this RFI to do so and any other

documents and correspondence in connection with this RFI and/or agreement on behalf of the partnership, must be submitted with this RFI.

6.3 If the RFI Respondent constitutes a “one-man business”, certified proof must be submitted that the person signing this RFI and any other documents and correspondence in connection with this RFI and/or agreement is the sole owner of the one-man business.

## **7 OFFERING OF COMMISSION OR GRATUITY.**

If a Respondent, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any person in the employ of Transnet, any commission, gratuity, gift or other consideration, Transnet shall have the right and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to disqualify the RFI Respondent from further participation in this process and any other subsequent processes in this regard. The RFI Respondent will be responsible for all and any loss that Transnet may suffer as a result thereof. In addition, Transnet reserves the right to exclude such a Respondent from future business with Transnet.

## **8 UNDERTAKING BY TRANSNET**

In responding to this RFI, Transnet encourages all RFI Respondents to put their best effort into the construction and development of the proposal.

## SECTION 4: TRANSNET'S RFI INFORMATION

### 1 REQUIREMENTS FOR RFI/EOI

Respondents expressing an interest to participate in this RFI stage must provide the full range of Services, as set out in Annexure A of this RFI

### 2 FINANCIAL REQUIREMENTS FOR FUTURE AWARD OF BUSINESS

Suppliers are expected to provide estimated costing breakdown to develop a system that has been described in the scope (Annexure A). The costing will only be used for budgeting purposes.

Please ensure the below is completed in South African Rands (R's)

Please complete the Pricing Schedule below:

#### PRICING SCHEDULE

PRICING OPTIONS – Deliverable/Description of goods/Services	TOTAL PRICE OF ITEM [ZAR]
<b>TOTAL PRICE, exclusive of VAT:</b>	
<b>VAT 15% (if applicable):</b>	
<b>Total Inclusive of VAT (where applicable):</b>	

## SECTION 5: EXPRESSION OF INTEREST

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

[name of company, close corporation or partnership]

of [full address] \_\_\_\_\_

carrying on business under style or title of [trading as]

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

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

being duly authorised, hereby lodge an **Expression of Interest** for the Provision of the Transnet Integrated Management System (TIMS), as follows:

### ADDRESS FOR NOTICES

Respondent to indicate its *domicilium citandi et executandi* hereunder:

Name of entity: \_\_\_\_\_

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

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

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

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

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

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

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

.....

.....

.....

.....

### RETURNABLE DOCUMENTS

*Respondents must submit with their responses to this RFI/ **as a minimum requirement**, all the returnable documents indicated below with a [✓]. All Sections must be signed and dated by the Respondent.*

Minimum Requirements - Returnable Documents	Submitted [✓]
SECTION 1: SBD1 FORM	
SECTION 2: Notice to Respondents	
SECTION 3: RFI Scope of Requirements	
SECTION 4: Transnet's RFI/ Information	
SECTION 5: Expression of Interest	
SECTION 6: Certificate of Acquaintance with RFI, Terms & Conditions & Applicable Documents	
Valid proof of Respondent's compliance to B-BBEE requirements (Valid B-BBEE certificate or Sworn Affidavit)	
SECTION 8: SBD 4 - Bidder's Disclosure	
SECTION 9: Protection of Personal Information	

#### **CONTINUED VALIDITY OF RETURNABLE DOCUMENTS**

The 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 this RFI process.

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

SIGNATURE OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

ADDRESS OF WITNESSES

\_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

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

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

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

## SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFI, TERMS & CONDITIONS & APPLICABLE DOCUMENTS

**By signing these RFI documents, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFI, including those contained in any printed form stated to form part hereof including but not limited to the documents stated below. Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such term or condition.**

1	Non-disclosure Agreement
2	Transnet's General Bid Conditions
3	Transnet's Supplier Integrity Pact

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in this RFI unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted RFI.

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

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

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

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

## **SECTION 7: RFI CLARIFICATION REQUEST FORM**

RFI No: TCC/2023/10/0001/46716/RFI

Deadline for RFI clarification submissions: Before **12:00 on 15 January 2024**

TO: Transnet SOC Ltd  
ATTENTION: The Tender Administrator  
EMAIL: [Deon.Tobias@transnet.net](mailto:Deon.Tobias@transnet.net)  
DATE: .....  
FROM: .....

RFI Clarification No *[to be inserted by Transnet]* .....

## **REQUEST FOR RFI/EOI CLARIFICATION:**

---

**Respondent's Signature**

---

Date and Company Stamp

## **SECTION 8: SBD 4 - BIDDER'S DISCLOSURE**

### **1 PURPOSE OF THE FORM**

- 1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### **2 Bidder's declaration**

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

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

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State institution</b>

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

**YES/NO**

- 2.2.1. If so, furnish particulars:

---

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

.....  
.....

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

**YES/NO**

2.3.1. If so, furnish particulars:

.....  
.....

### **3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the

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

Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

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

## SECTION 9: 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 RFI, 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 RFI 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 RFI, 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 RFI (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 RFI, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFI 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>	
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12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFI 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/inforeq/>, click on contact us, click on complaints.IR@justice.gov.za

# **Annexure A:**

# **RFI Scope of**

# **Requirements**



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**ANNEXURE A: RFI SCOPE STATEMENT**

Project Name:

**TIMS Enablement Solution**

Project Number:

**K.406Z0027**

## RFI SCOPE OF REQUIREMENTS

### INTRODUCTION

Transnet's transversal risk and compliance management approach has been disintegrated and Operating Division (OD) specific, resulting in business inefficiencies and an ineffective Safety, Security, Health, Environment, Risk, Compliance and Quality (SSHERCQ) model. These duplicated processes and fragmented management and systems have caused challenges in monitoring and measuring their applicability, providing consolidated reporting and governance-related data analysis.

Transnet took a decision to develop and implement a Risk Information Management System (RIMS) for the entire company which ultimately gave rise to the establishment of Transnet Integrated Management System (hereafter referred to as "TIMS"). The main objective of the TIMS programme was to integrate management systems in place at the various OD's, establish a consistent and standardized approach for managing Safety, Security, Health, Environment, Risks, Compliance, Quality (SSHERCQ) and other business processes whose co-ordination has been a constant challenge to manage for Transnet given its size and complexity. Transnet was utilizing various management systems and enablement tools to deliver and execute on the (SSHERCQ) requirements.

TIMS sought to integrate management systems in areas of Safety, Security, Health, Environment, Risk, Compliance and Quality into Transnet business processes to ensure adherence to national and international standards as well as regulatory requirements whilst enabling Transnet to work as a single unit with a unified objective through one complete framework.

As Transnet reshapes the core and establish new ways of doing business, it is imperative to clearly define and standardise most of the processes to align to the overall business strategic objectives. This standardised approach guarantees improvements in measuring and monitoring performance of the entire organisation.

This contemplated level of synergy only achievable if stakeholders from across Safety, Security, Health, Environment, Risk, Compliance and Quality are brought together into one enablement platform. An integrative software solution that will create seamless transitions between workflow steps, both internal and external processes. Transnet aspires to have one contract with a single enterprise licence for the entire Transnet with economy of scale benefits.

## RFI PURPOSE & OBJECTIVES

The purpose of this RFI is to gain insight and knowledge from vendors in the market on the various aspects and currently available tools and platforms to consider when undertaking the below project activities:

### Business Goal:

- **Process Optimization:**  
Implement centralized and standardized processes across the organization that align with Integrated Management System (IMS) procedures. This will ensure a consistent approach to governance and risk management, which will support efficient business operations.
- **Digitization and Agility:**  
Align with the strategic objectives of digitization and agility in operational performance. This alignment is crucial as businesses across sectors increasingly turn to digital solutions to streamline operations, improve customer service, and maintain a competitive edge.
- **Efficient Decision Making:**  
Facilitate efficiency in proactive and real-time decision-making. This goal underscores the need for responsive, data-driven decision-making mechanisms that can react swiftly to emerging trends and risks.
- **Organizational Flexibility:**  
Entrench organizational flexibility and speed in enterprise risk management. This objective points to the need for an adaptable framework that can quickly respond to changes in the risk environment, ensuring the sustainability of the business.
- **Reputation and Standards:**  
Promote Transnet's ability to achieve business and customer acclaim by delivering on promises and exceeding expectations. This goal aligns with the company's aspiration to maintain high standards in its operations and customer relations, solidifying its reputation as a reliable service provider in line with international standards.

### Project Objectives:

- **Agile Decision-Making:**  
Access to real-time business information will facilitate agile decision-making and management reporting.
- **Eliminate Functional Silos:**  
The project seeks to eliminate functional silos and enable common interventions, enhancing collaboration and cohesion across the company.
- **Stakeholder Responsiveness:**  
The project aims to improve responsiveness to commercial, regulatory, and social stakeholders for sustained optimal customer experience through a customer-centric framework.
- **Operational Performance:**  
By providing real-time access to and utilization of risk information, the project aims to improve operational performance and proactive management of enterprise risks.
- **Change Management:**  
The project promotes faster change dynamics to support optimal organizational evolution and embed a proactive, enterprise-wide risk management culture.

- **ICT Risk Management:**

The project seeks solutions on digitization to address ICT risks and ensure business continuity at all levels.

- **Improved Decision-Making:**

By providing a click-of-a-button aggregate view of Transnet's integrated SSHERQ performance, the project aims to enhance decision-making processes.

- **Cost Reduction:**

Acquiring transversal services is expected to achieve cost reductions across the operating divisions.

- **Cross-Functional Resource Utilization:**

The project seeks to achieve cross-functional resource utilization for effective business continuity management.

## SOLUTION DESCRIPTION

The upgraded system will be able to consolidate all the integrated SSHERQ associated business components into one complete framework for Transnet.

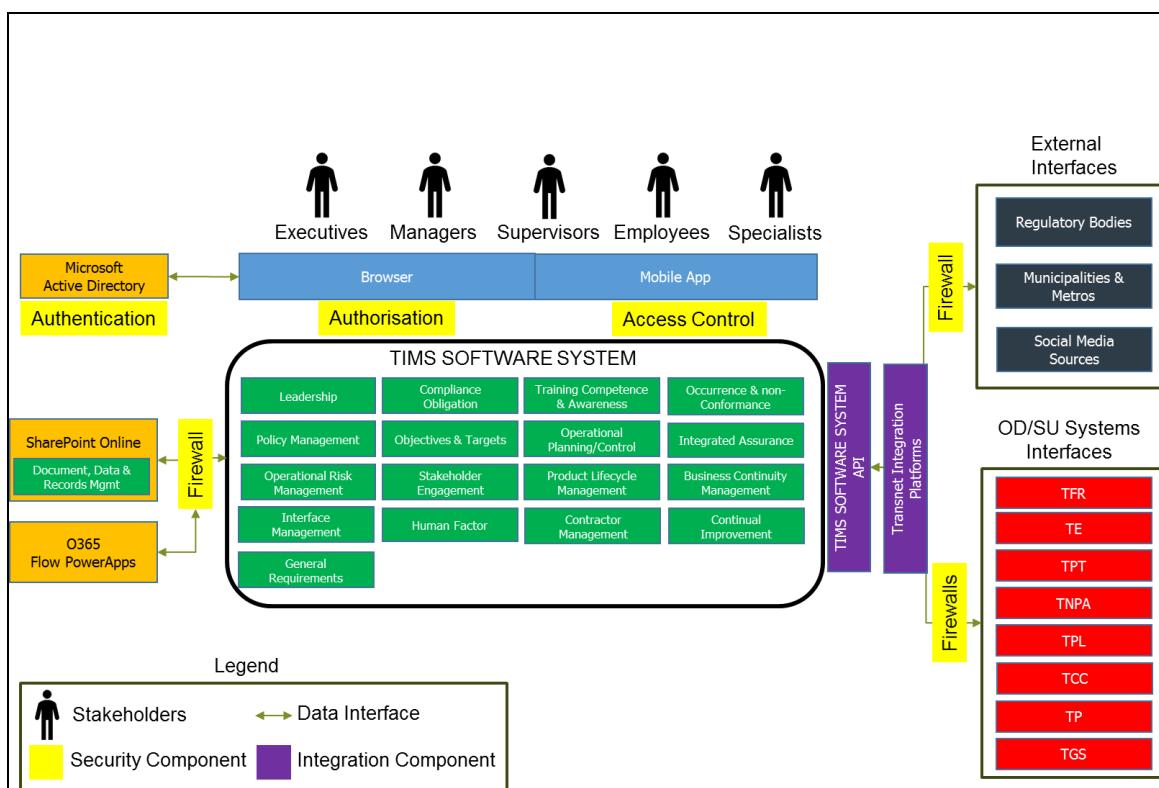


Diagram 1: TIMS Solution Concept Architecture Diagram

The proposed TIMS solution is designed to upgrade and consolidate all the integrated SSHERQ -related business components into one comprehensive framework for Transnet. The solution should offer the following capabilities:

- **Online Accessibility:**

The system should be hosted online, making it accessible anywhere and at any time.

- **Automatic Updates:**  
The system automatically updates, ensuring that it always operates with the latest features and security patches.
- **Process Simplification:**  
The solution will eliminate duplicated procedures and processes, enhancing efficiency.
- **Customizability:**  
The system should feature an agile application framework to allow the organization to customize the solution to its specific needs.
- **User-Friendly Interface:**  
The solution should feature a user interface that is simple and easy to use.
- **Integrated Solution:**  
The solution should be fully integrated and web-based, enabling management to have visibility of potential risks and processes for proactive prevention.
- **Real-Time Reporting:**  
The system should allow for real-time reporting and the ability to convert collected data into useful information.
- **Role-Based Solutions:**  
The system should provide multiple role-based solutions derived from an integrated SSHERQ Platform, supporting end-to-end processes for each role.
- **Common Risk Taxonomy:**  
The solution should facilitate working from one common risk taxonomy, providing a common language for internal audit, risk, and compliance.
- **Continuous Innovation:**  
The system should monitor business and regulatory trends with real-time regulatory alerts, fostering continuous innovation.
- **Best Practice Governance:**  
The solution should enable the application of governance principles according to best practices.
- **Automated Governance Processes:**  
The system should enable for automated governance processes defined for excellence.
- **Document Repository:**  
The system should offer an accessible, searchable, version-controlled document repository.
- **Regular Reviews and Escalations:**  
The solution should facilitate for regular reviews of governance documents and automates escalations as needed.
- **Audit Trails:**  
The system must document and create audit trails.
- **Compliance:**  
The solution should ensure compliance with pertinent standards and guidelines, such as the Protection of Personal Information Act (POPIA), International Organization for Standardization (ISO), Organisation

for Economic Co-operation and Development (OECD), and Control Objectives for Information and Related Technology (COBIT).

- **Cost Reduction:**

The solution should facilitate for reduction of waste in costs and resources for maintaining disintegrated systems.

- **Improved API:**

The solution should include an improved Application Programming Interface (API) for better system integration.

- **Data Analytics and AI Capabilities:**

The system will provide predictive analytics capabilities, improved data security, and better integration with other systems.

## BENEFITS

The benefits identification map below projects the benefits names, description, category, type, and the benefits strategic alignment:

Table 1: Business Benefits

Benefits Identification Map					Benefits RACI
What is the benefit name?	Benefit Description	What is the category?	What is the type?	Strategic alignment	Names of the benefit stakeholders?
<b>Centralized and consolidated reporting</b>	Management will have access to up to date/real time information consolidated in a single platform, promoting more informed and effective decision-making at both operational and executive level.	Non-financial	Direct	Agile	CLO, EXCO, BOARD, Management
<b>Compliance to defined standards</b>	TIMS will ensure compliance with international standards including ISO 45000 (Occupational Health and Safety Management), ISO 9000 (Quality Management), ISO 14000 (Environmental Management), ISO 31000 (Risk Management), ISO 22301(Business Continuity Management), and ISO 50001(Energy Management Systems), ISO 37301 (Compliance Management Systems) among others.	Non-Financial	Direct	Agile	CLO, EXCO, BOARD, Management
<b>Reduced hosting and support costs</b>	By unifying the systems and databases, TIMS will reduce the need for resources to support and maintain different systems, leading to significant cost savings.	Financial	Direct	Agile	CLO, EXCO, BOARD, Management
<b>Capability building</b>	Training will be standardized across the business, enhancing the skills and capabilities of the workforce in a consistent manner.	Financial	Direct	Agile	CLO, EXCO, Management
<b>Standardization of business processes</b>	TIMS will standardize key business processes and requirements across various areas such as Enterprise Risk Management (ERM), Project Risk and Opportunity Management (PROM), Safety, Health, Environment, and Quality (SHEQ) Sustainability, Compliance Management, Insurance Management, and Business Continuity Management.	Non-financial	Direct	Agile	CLO, EXCO, BOARD, Management
<b>Improved performance</b>	With real-time reporting and user-friendly dashboards, divisions will have access to relevant data for timely decision-making, leading to improved performance. The system will provide predictive analytics capabilities, improved data security, and better integration with other systems	Financial	Direct	Agile	CLO, EXCO, BOARD, Management
<b>Enhanced visibility and control</b>	The system provides a holistic view of compliance across all divisions, giving senior management better control and understanding of our compliance status."	Non-Financial	Direct	Agile	CLO, EXCO, Management



## Project Scope

### In scope

A transactional system that merges all organisational systems and processes into one common cohesive framework that drives business excellence and ensures continual improvement and enables the business leadership to view management performances across Transnet business activities to enable compliance with ISO Standards and other regulatory requirements. The scope of the project should be in line with and consider the core procedures of the 18 TIMS elements listed below as part of the Safety, Health, Environment, Risk, Security, Quality and Compliance business components: A summary of the key systems activities for each module are outlined below. These should be the guiding information in the proposed solution capabilities.

Procedure No.	Procedure Name	Procedure Description	System Activities
001	Leadership	The purpose of this core procedure is to define the roles, responsibilities, authorities, and accountabilities of the Transnet SOC Ltd leadership with regards to the Transnet Integrated Management System (IMS). This procedure also seeks to ensure leadership commitment and active involvement in IMS through the establishment of the organisational culture, provision of adequate resources (e.g., human capital, infrastructure, and technology, etc.) and management review to ensure suitability, adequacy, effectiveness and alignment with the set strategic direction.	<p>Automation of the following:</p> <ul style="list-style-type: none"> <li>Link to the various business strategies (provide for associated access/confidentiality/information protection controls)</li> <li>Delegation of Authority - Assignment and records thereof</li> <li>Leadership Engagements Records, minutes, action items and/task registers (business best practice or legislatively aligned e.g., SHE Committee Meetings, Management Reviews, governance forums etc.), presentations documents,</li> <li>Assignment of roles and responsibilities - legislative appointment letters for various business levels, and approval processes.</li> <li>Creation and storage of templates</li> <li>Tracking and notification of validity periods</li> <li>Link to competency requirements, certificates, licenses, and permits.</li> <li>Resource Requirements and rationalization - structures, organograms etc.</li> </ul>
002	Integrated Management System Policy	The purpose of this procedure is to define the process for establishing, implementing, and maintaining TIMS Policy Commitment Statement at Transnet SOC (Ltd).	<ul style="list-style-type: none"> <li>Repository for TIMS Policy Commitment Statement as well as any other applicable company policy statements</li> <li>Proof of Communication of the TIMS Policy Commitment Statement and records of inputs or outcomes</li> </ul>

			<ul style="list-style-type: none"> <li>• Online policy request notification and approvals</li> <li>• Stakeholder Policy Statement Request Register</li> <li>• Records of compliance reviews/test of compliance to policy statement commitments for each area/business units.</li> </ul> <p>Policy review/changes/update notifications</p>
003	General Requirements	The purpose of this core procedure is to define the general requirements including the scope for the management systems within the ambit of the Transnet SOC Ltd Integrated Management System.	<ul style="list-style-type: none"> <li>• Organisational Context - Process Flow</li> <li>• Storage and link to the company Mandate, Vision, Mission, Values and Leadership Brand</li> <li>• Link and referral to Working Environment Principles and company values.</li> <li>• Link to the business strategy as per element 001</li> <li>• Company profile and Geographic Expansion</li> <li>• Scope of Transnet's Manufacturing Business, context and Business Overview including a link to Transnet Core and Support Functions</li> <li>• Link to Organisational Structure as per 001</li> <li>• Transnet Integrated Management System (TIMS)</li> <li>• TIMS Certification Scope – link to each of the Operating Divisions</li> </ul>
004	Risk Management	The purpose of this core procedure is to define the methodology to identify, assess and manage enterprise-wide risks being strategic, business, project and other operational risks (product hazards, risks, environmental aspects, impacts and opportunities, arising out of operational activities within Transnet SOC Ltd	<p><b>GENERAL REQUIREMENTS</b></p> <ul style="list-style-type: none"> <li>• House System activities/capabilities for strategic risks</li> <li>• Capture risks (assess risks, ranking/evaluation of risks based on priority matrix supported by the current Group risk management framework aligned to ISO 31000), control activities, monitoring (tracking of progress with remainders on actions sent through emails linked to company emails platform)</li> <li>• Provide reports (dashboards, customised report based on focus areas/you can prompt reports required based on field of information capture). The system should provide for data quantifications and analytical functions for all risk reacted programs.</li> </ul> <p><b>PROJECT RISK MANAGEMENT</b></p> <ul style="list-style-type: none"> <li>• Must have specific system activities/capabilities for Project risk management. Capture project related risks (assess risks, ranking/evaluation of risks based on priority matrix supported by the current Group risk management framework), controls, monitoring activities, provide project quantification/values.</li> </ul>

		<ul style="list-style-type: none"><li>• Provides reports (dashboards, customised report based on focus areas/you can prompt reports required based on field of information capture)</li><li>• Used for Monte Carlo Simulation to determine contingency and development of Histograms and Tornado graphs</li></ul> <p><b>OPERATIONAL RISK MANAGEMENT</b></p> <p>System activities for operational risks</p> <ul style="list-style-type: none"><li>• Hazards and Risks, Conducting automated pure and residual risk ratings,</li><li>• Capturing of existing controls,</li><li>• Residual risk ratings,</li><li>• Determination of residual risk rating,</li><li>• Allocation of further actions following the residual risk rating,</li><li>• Ranking and identification of significant risks,</li><li>• Developing Objectives and Targets from significant residual risks,</li><li>• Recording of attendees for the review session,</li><li>• Generation of Risk Register,</li><li>• Tracking of risks through dashboards,</li><li>• Tracking of review status and number of risks including activities with high risks on the dashboard.</li></ul> <p><b>ADDITIONAL REQUIREMENTS.</b></p> <ul style="list-style-type: none"><li>• Create assessment templates.</li><li>• Ability to select the Level of Risk Assessment – Strategic, Tactical, Operational - Online Risk Assessment</li><li>• Type of Risk Assessment – Issue based, Mandatory, Baseline, N/A etc.</li><li>• Populate attendee details in line with TIMS attendance register,</li><li>• Approval of Risk Register</li><li>• Interface with the following modules</li><li>• Occurrence Module, Objective, Targets and Programmes Module, Integrated Assurance Module, Human Factor Management Module, Contractor Management Module, Interface Management Module</li><li>• Centralised Risk Repository</li></ul>
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			<ul style="list-style-type: none"> <li>• NB: This needs to be aligned with Version 3 of the Operational Risk Management Procedure (Register)</li> </ul> <p><b>MANAGEMENT OF CHANGE</b></p> <ul style="list-style-type: none"> <li>• Manage processes to effect controlled organisational changes – type, areas/Bus, processes, people etc.</li> <li>• Capabilities and templates to identify risks introduced by perceived change</li> <li>• Establish and record plans to mitigate identified risks and assign responsibilities</li> <li>• Processes to manage control approvals required</li> <li>• Ability to monitor and track progress or any changes to change implementation plans.</li> <li>• Records &amp; Data Management</li> <li>• Link to affected processes, NCR, Risk, Operational Planning &amp; Control, Compliance etc.</li> <li>• PPE</li> <li>• Establish and create PPE Inventory/catalogue and specification requirements</li> <li>• Ability to conduct PPE needs analysis – electronic templates</li> <li>• Process to issue and manage PPE including establishment or people profiles</li> <li>• PPE Inspection Requirements</li> <li>• Link to SAP</li> <li>• Ability to send notifications e.g. replacements, approvals, profile changes etc</li> </ul>
005	Compliance Obligations	Transnet SOC operate in highly regulated environment; the current Regulatory Universe for Transnet contain approximately 200 pieces of legislation (excluding municipal by – laws and Regulations). Transnet have developed processes and procedures to ensure compliance with regulatory requirements. Transnet is looking for a system that will assist in the implementation of processes and procedures to prevent non-compliance with regulatory requirements.	<p><b>Regulatory universe</b></p> <ul style="list-style-type: none"> <li>• Store at least 300 pieces of legislation</li> <li>• Classify regulatory requirements.</li> <li>• Record summary of key provisions of the Act.</li> <li>• Link Regulatory requirement to Regulator.</li> <li>• Record control instruments identified to mitigate risk.</li> <li>• Calculate risk assessment based on likelihood and consequence.</li> <li>• Record reasons for likelihood and consequence selected.</li> <li>• Assign regulatory compliance accountability.</li> </ul> <p><b>Controls development</b></p> <ul style="list-style-type: none"> <li>• Ability to store interpretation/analysis of the legislation at Provision level.</li> </ul>

		<ul style="list-style-type: none"> <li>Allocate probability/likelihood of risk occurrence to each requirement at Provision level.</li> <li>Allocate consequences of risk occurrence to each requirement at Provision level</li> <li>Calculate risk assessment based on likelihood and consequence at Provision level.</li> </ul> <p><b>Inspections</b></p> <ul style="list-style-type: none"> <li>Record the finding and link finding to a Regulator.</li> <li>Categorise breaches/findings</li> <li>Allocate a rating to the finding.</li> <li>Provide status of implementation of mitigation actions.</li> <li>Quantify actual cost of fixing the breach.</li> <li>Record planned corrective action, and timing.</li> <li>Record status of corrective action against planned.</li> <li>Send warning alerts to the person responsible for the mitigation actions.</li> </ul> <p><b>Regulatory Commentary</b></p> <ul style="list-style-type: none"> <li>Ability to link with other platforms like SABINET.</li> <li>Send request to relevant stakeholders for commentary.</li> <li>Send reminder to stakeholders on the due date.</li> <li>Receive the comments from various stakeholders.</li> <li>Consolidate the comments received and compile statistics.</li> </ul> <p><b>Licences and Permits</b></p> <ul style="list-style-type: none"> <li>Create a register of Critical operating licenses and permits.</li> <li>Record the licenses/Permit start date and end date.</li> <li>Send out warning alerts to process owners when license is due to expire.</li> <li>Record conditions attached to the license.</li> <li>Rate the priority of then license</li> </ul>	
006	Objectives Targets and Programmes	<p>The purpose of this procedure is to provide a framework for the development, establishment, and monitoring of Transnet Integrated Management System (TIMS) objectives, targets and programs at Transnet SOC (Ltd) in line with the TIMS Policy and Transnet business strategy.</p>	<ul style="list-style-type: none"> <li>Allow for multilevel goal setting - set, align &amp; track individual team &amp; company level KRAs/KPIs</li> <li>SMART Goal Creation and Setting and KPI visualization hierarchy</li> <li>Allow for team goal set up with multiple collaborations</li> <li>Establish and create visualization formats e.g. scorecards per section, area or individual</li> </ul>

			<ul style="list-style-type: none"> <li>Link to performance reviews</li> <li>Integration with other systems such SAP HRM</li> <li>Tracking of objectives capabilities - customized dashboards for business reviews, real time reports</li> <li>Task management tool</li> <li>Electronics template and repository of Management Plans or Programs</li> </ul>
007	Stakeholder Engagement and Management	The purpose of this core procedure is to define the minimum requirements for communication, stakeholder engagement and management, consultation and participation with internal and external stakeholders for Transnet SOC Ltd. The procedure further provides a mechanism for community redress.	<ul style="list-style-type: none"> <li>Transnet structure and user scope</li> <li>Identification of core themes across platform</li> <li>Current System landscape and future state system landscape considerations</li> <li>Stakeholder Management, Security and Governance Structures</li> <li>Non-functional requirements (data volumes, accessibility, etc)</li> <li>Additional reporting requirements (including KPI measurement)</li> </ul>
008	Competency, Awareness and Training	The purpose of this core procedure is to ensure that all personnel performing work affecting Transnet SOC Ltd products and/or services are competent through adequate planning, structured education, training, development and awareness processes that enable them to perform their employment duties effectively and safely.	<ul style="list-style-type: none"> <li>Capture staff competencies and training needs analysis</li> <li>Automated expiry notifications in line with job qualifications</li> <li>Training Matrices and Compliance Plans</li> <li>Link documents certification documents and IDPs for each item</li> <li>Interactive training matrices per job profile</li> <li>Create Planned Job Evaluation schedules</li> <li>Ability to list findings and areas of concerns</li> <li>Establishment of corrective action plans</li> <li>Identify/Link procedures at risk</li> <li>List and identify high risk activities and tasks per area</li> <li>Create and build Training material and tests</li> <li>Automatically assign training via Job Profiles and Competencies in line with PJO outcome</li> </ul>
009	Operational Planning and Control	The purpose of this core procedure is to ensure that the necessary Operational Planning and Control processes are established, developed, implemented, controlled and improved in order to satisfy stakeholder requirements and to ensure adherence to compliance obligations relating to Transnet SOC Ltd	<p><b>GENERAL REQUIREMENTS</b></p> <ul style="list-style-type: none"> <li>Transnet Operational Planning and Control Considerations</li> <li>Development of Transnet Operational Planning and Control Processes</li> <li>Types and Hierarchy of Controls</li> <li>Implementation of Processes and Controls</li> </ul>

		<ul style="list-style-type: none"><li>• Control of Outsourced Activities, Processes and Operating Practices</li><li>• Maintenance of Business Processes and Operational Controls</li><li>• Continual Improvement</li><li>• Document and Records Management</li></ul> <p><b>OPERATIONAL PLANNING, CONTROL &amp; MONITORING</b></p> <ul style="list-style-type: none"><li>• Create your own inspections</li><li>• Perform area / person inspections</li><li>• Record Findings and link documents</li><li>• Assign corrective actions immediately</li><li>• Establish/align links to regulation compliance requirements</li></ul> <p><b>EQUIPMENT</b></p> <ul style="list-style-type: none"><li>• Manage your assets</li><li>• Link Equipment to areas / people</li><li>• Keep track of Equipment usage</li><li>• Specify attributes &amp; service intervals</li><li>• Up to date inventory of equipment</li></ul> <p><b>BUSINESS INTELLIGENCE</b></p> <ul style="list-style-type: none"><li>• Tracking of performance = One version of the truth; negative/positive flagging</li><li>• Information/Data analysis - Detailed summaries, graphs, trend</li><li>• Analyse information/integration, data filtration capabilities by element, Business unit/ area, Groups, Individuals, equipment/assets period etc - Realtime interactive information dashboards</li><li>• Data conversion for export into XLS, Word, PPT, PDF etc.</li><li>• Generate and send notifications to the business</li></ul> <p><b>INSPECTION &amp; MONITORING</b></p> <ul style="list-style-type: none"><li>• Create inspections plans/area/person</li><li>• Record Findings and link documents</li><li>• Assign corrective actions and link to NCR process</li><li>• Link inspection requirements to regulation obligations</li></ul> <p><b>SAFEGUARDS, LOTO &amp; PERMIT TO WORK</b></p> <ul style="list-style-type: none"><li>• Create, establish, and manage a Lock out / Tag out Process</li><li>• Initiate a record of a Lock out requests and initiate approvals</li></ul>
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			<ul style="list-style-type: none"> <li>• Equipment isolation process and link to equipment list, contract/project and risk management process</li> <li>• Initiate tracking, manage and inspect lock outs</li> <li>• Safe &amp; systematic process for clearing of lock outs</li> <li>• Integration with other critical controls e.g. risk management tools, management of change etc.</li> <li>• Create, establish, and initiate various permits to work - templates</li> <li>• Enabled live tracking and monitoring of the status</li> </ul> <p><b>HAZARDOUS CHEMICAL MANAGEMENT</b></p> <ul style="list-style-type: none"> <li>• Hazardous chemical registers</li> <li>• Inventory and permit Management</li> <li>• Approval processes</li> <li>• Material Safety data sheets</li> <li>• Handling, Management &amp; Transportation of dangerous goods</li> </ul>
010	Document, Data and Records Management	The purpose of this procedure is to define the compilation, numbering, control, review, approval, distribution and storage of Integrated Management System (IMS) documents, data and records in Transnet SOC Ltd.	<ul style="list-style-type: none"> <li>• Store important documents</li> <li>• Set-up access permissions</li> <li>• Receive Revision Notifications</li> <li>• Safe and secure document storage</li> <li>• Documents in one centralized server</li> </ul>
011	Product Life Cycle Management (PLC)	The purpose of this core procedure is to provide guidance to Transnet SOC Ltd by outlining activities, elements, processes, requirements regulations that are involved from human need, implementation of organizational strategic intent, internal and external customer needs, etc. to end of product lifecycle.	<ul style="list-style-type: none"> <li>• Allow for an automated process to interlink stages critical in the PLC process throughout to disposal. This PLC process should comprise of processes intended to do the following:</li> <li>• Requirements gathering and analysis, owner requirements, design, development, raw material acquisition, construction/manufacturing, evaluation/testing and approval commissioning, operation, monitoring, maintenance, modification, decommissioning and disposal of the product.</li> <li>• Allow and establish links to ensure legislative requirements, acts, directives and any documents that governs compliance and professional engineering practices.</li> </ul>
012	Interface Management	The purpose of this core procedure is to facilitate effective identification, development, implementation, and maintenance of interface agreements within Transnet SOC Ltd.	<ul style="list-style-type: none"> <li>• Interface Requirements Specifications, inputs, outputs, functions, and requirements of each element and how they relate to each other.</li> </ul>

		<p><b>Note:</b> The purpose of this procedure, Interface refers to Interface, Interface and Interoperability</p>	<ul style="list-style-type: none"> <li>Interface Design Descriptions, allow for identification of where interfaces occur e.g., whether by area, type or any specific legislative requirement,</li> <li>Interface Control Documents and records e.g., copies of agreements, registers of all interfaces, licenses, Siding agreements, MOUs, minutes of interface meetings, drawings, NRCs, Risk assessment reports/registers, inspection, and compliance audit reports, etc.</li> <li>Interface management – interface work processes, monitoring of progress, maintenance of schedule requirements, maintenance and Review of interfaces, management of changes.</li> <li>Interface management plans</li> <li>All interface records management</li> </ul>
013	Occurrence and Non-Conformance Management	<p>The purpose of this procedure is to provide guidelines and a framework for identification, reporting, recording and effective investigation of all actual and potential occurrences and non-conformities as defined in this procedure for Transnet SOC Ltd. This is done in order to ensure proper and timeous implementation of corrective and preventive actions.</p>	<ul style="list-style-type: none"> <li>Manhour loading, LTIFR calculations, Risk and Permit Management, Appointments, SHE Committees, etc.</li> <li>Occurrence capturing, Corrective Action close out and Report generation.</li> </ul> <p><b>New System Requirements and Expectations</b></p> <ul style="list-style-type: none"> <li>Report all non-conformances immediately</li> <li>Capture all occurrence information with ability to classify in accordance with type, level of severity and specific area affected and link associated reports where applicable in terms of legislation</li> <li>Automatic injury frequency calculations (requires ability to capture hours worked)</li> <li>Link photos / documents</li> <li>Capture loss details for each incident e.g. number of days, financial impact, insurance claim etc.</li> <li>Investigate the cause of all nonconformances, link to specific and company selected root cause analysis tools and keep a record of</li> <li>Create a detailed timeline of events</li> <li>Attach supporting documentation</li> <li>Report on RCA findings</li> <li>Ability to attach/capture detailed incident investigation reports</li> <li>Capture Lessons Learnt from any event -incident - provide a centralized view of all lessons learnt</li> </ul>

			<ul style="list-style-type: none"> <li>Ability to grab and share/communicate a lesson learnt for any specific item (non-conformance, audit finding, injury etc.)</li> <li>Initiation of a Continuous improvement/management of change process</li> <li>Ability to log, investigate and track all near-misses</li> <li>Ability to log, investigate and track all Safety Behaviour Observations, link documents etc.</li> <li>Triggered notifications when specific events occur; Texts, mails etc.</li> </ul>
014	Contractor Management	The purpose of this core procedure is to provide guidance in the manner how Transnet SOC Ltd must manage its contractors in accordance with applicable regulatory, national and international standards requirements and the contractual obligations, using practices that are fair, equitable, transparent, cost effective, safe and competitive.	<p>System should allow for the following activities and records:</p> <ul style="list-style-type: none"> <li>Appointment Letter for contractors</li> <li>Risk Assessment Register per project - link to 004</li> <li>Specification(s) for the job to be carried out as necessary and guided by the procurement processes captures Pre-qualification and Evaluation Records</li> <li>Audits and Inspections per project or contact and activity</li> <li>Link with procedure 013 for the capturing of Occurrence and Non-Conformances Reports including complaints and breaches</li> <li>Link with procedure 008 and 009 in line with the capturing of Induction and Training Records</li> <li>Capture and keep records for Minutes of all contract and project update Meetings</li> <li>Capture and keep a record of all Contractor Compliance Files including employee compliance records in line with HMS and POPIA Agreements</li> <li>Permits and Licenses in line with legislative requirements for project type/Classification</li> <li>Associated record of project and management/execution plans</li> <li>Final Handover and Close out Inspection Reports, PIR etc</li> <li>Project completion Certificate including commission records</li> <li>Permit to work in line with 009</li> <li>Management of change records in line with 004 requirements or link to this process</li> <li>Contract administration activities</li> </ul>

015	Integrated Assurance	<p>The purpose of this core procedure is to define the process for coordinating integrated assurance and assurance activities in Transnet SOC Ltd</p>	<ul style="list-style-type: none"> <li>• Assurance Policy and procedural requirements</li> <li>• Cater for electronic Planning, Implementation, Monitoring and Reporting processes in line with company, best standards, or legislative requirements.</li> <li>• Assurance Roles and Responsibilities</li> <li>• Records from oversight bodies</li> <li>• List of monitoring structures &amp; forums and a repository of records from the process thereof</li> <li>• Record of assurance providers</li> <li>• Link and have a repository for assurance standards.</li> <li>• Creation and development of assurance process related templates process in line with company, best standards, or legislative requirements</li> <li>• Storage of Assurance outcomes/audit reports and link to reports from other procedures e.g., risk registers, external standards, compliance universe etc.</li> <li>• Capability of real time data analysis and dashboards showing trends and high-risk areas.</li> <li>• Link to the NCR process</li> </ul>
016	Business Continuity Management	<p>The purpose of the Business Continuity Management (BCM) procedure is to ensure an overall management system that establishes, implements, operates, monitors, reviews, maintains and improves business continuity within Transnet SOC Ltd (Transnet). This procedure provides the processes that have to be followed to ensure an effective Business Continuity Management Programme that supports the strategic objectives of the organisation.</p>	<ul style="list-style-type: none"> <li>• In addition to the ERM module options of capturing risks the following are BCM requirements.</li> <li>• Development and recording of BCM related documents e.g. BCP's, BIA, All Contingency Plans and Minutes, Reports (Incident reports), Meeting Agendas, BCM structures appointment letters.</li> <li>• Monitoring (tracking of progress with remainders on actions sent through emails linked to company emails platform), provide reports (dashboards, customised report based on focus areas/you can prompt reports required based on field of information capture).</li> </ul>
017	Human Factor	<p>The purpose of this core procedure is to provide Transnet SOC (Ltd) with a holistic approach to identifying and optimizing human capital through the management of human factors, with the aim of reducing/eliminating occurrences.</p>	<p>Processes and links to managing the following Human factor related risks.</p> <ul style="list-style-type: none"> <li>• Physical Environmental Factors</li> <li>• Health Related Risk analysis and assessments</li> <li>• Medical Surveillance and fitness for duty programs</li> <li>• Fatigue Risk Assessment</li> </ul> <p>Repository for records</p> <ul style="list-style-type: none"> <li>• Ergonomics and Workload risk assessment reports</li> <li>• Awareness training attendance registers</li> <li>• Occupational Hygiene reports</li> <li>• Individual Occupational Risk Profiles</li> </ul>

			<ul style="list-style-type: none"> <li>• Occupational Health Risk Assessment reports</li> <li>• Employee Certificate of fitness</li> </ul> <p>Link to the NCR process - Audit findings reports and corrective actions</p>
018	Continual Improvement	<p>The purpose of this core procedure is to define the tools and processes needed to help the organisation to improve on Stakeholder requirements. Continual Improvement (CI) is achieved using monitoring, measurement, processes analysis and innovation as well as management reviews.</p>	<ul style="list-style-type: none"> <li>• Implementation of the Continual Improvement Processes - real-time visibility on key improvement opportunities</li> <li>• Interface or link to Operational control and audit tools</li> <li>• Monitoring and Measurement, Evaluation; Performance and Review</li> <li>• Meeting management platform integration</li> <li>• Seamless search &amp; documentation options</li> <li>• Link to employee engagement and communications tools</li> <li>• Simple and intuitive user interface</li> <li>• Change Management</li> </ul>

Table 2: TIMS 18 Procedures

### TIMS Elements with Sub Modules

The below Table shows an overview of the scope of works for all TIMS 18 Elements with sub-modules.

Approved TIMS Procedure	Sub Element (Module)s
001 Leadership	SHE Appointment Management Meeting Management
002 Policy Management.	Policy Commitment Statement, Objectives and Targets.
003 General Requirements	Areas, boundaries, and scope documents of certifications.
004 Risk Management;	Risk Assessments Business Risks (Strategic, Operational, Project etc)
005 Compliance Obligation	Licence and Permit Management Regulator Inspections outcomes tracking Policy Management Regulatory Universe Management Compliance Control Plans (CCPs) Compliance Monitoring and Reporting Regulatory Development Commentary
006 Objectives and Targets	
007 Stakeholder Engagement and Management	Stakeholder Management Customer Interaction Stakeholder Interaction Stakeholder Engagement Management Sustainable Developmental Outcomes Transformation Health and Safety Employment Skills Development Community Development Regional Integration Industrial Capability Building Environmental Stewardship Investment

Approved TIMS Procedure	Sub Element (Module)
008 Training, Competence and Awareness	Training Management
009 Operational Planning and Control	Fire Management First Aid and Safety Stations Flammable Stores Standard Operating Procedure (SOP) Policy and Procedure PPE Waste Management Material Safety Data Sheet (MSDS) Waste Facilities
010 Document, Data & Records Management	Procedures, supporting Documents as evidence of audit findings.
011 Contractor Management	Contract and Tenant Management
012 Interface Management	Stakeholder Interaction i.e. minutes
013 Occurrence and Non-Conformance	Occurrence Management Insurance Claims Process Nonconformance Report (NCR)
014 Contractor Management	Inspections related to contractors, meetings minutes, NCR's
015 Integrated Assurance	Cost of Risk Audit Management Audit Protocols Audit Protocols Master Monitoring and Measurement Medical Monitoring Inspections
016 Business Continuity Management	Business Continuity Plans Register Emergency Preparedness Management Crisis Management Team Register
017 Human Factor	Clinic Management Medical Monitoring Hygiene Survey
018 Continual Improvement	Actions for improvements

Table 3: Overview of Scope of Work

### Work Breakdown Structure

The following table outline the detailed work Breakdown Structure with the key Deliverables.

No	Objective	Key Deliverable
1.	<b>Analysis and Design</b>	<ul style="list-style-type: none"> <li>• Gap analysis and recommendations on how to leverage the capabilities of an enterprise historian as a core source for all data and the enablement of the enterprise-wide nerve centre capabilities.</li> <li>• Gap analysis and recommendations for the future 'TO BE' solution architecture landscape.</li> <li>• Technical design of the solution including analytics platform based on currently available latest technologies; and</li> <li>• Provision of specifications for Development, QA and Production Environments.</li> </ul>
2.	<b>Building and Testing</b>	<ul style="list-style-type: none"> <li>• Development of a full system consisting of various TIMS procedures with self-service analytics capabilities and dashboards to provide actionable business insights;</li> </ul>

No	Objective	Key Deliverable
		<ul style="list-style-type: none"><li>• Creation of Test Cases based on Functional Requirements Specifications (FRS)</li><li>• Unit and System Integration Testing (SIT)</li><li>• User Acceptance Testing (UAT)</li></ul>
3.	<b>Deployment and Transition</b>	<ul style="list-style-type: none"><li>• Deployment of the fully operational centralised system in a common platform in the Production environment.</li><li>• Training and skills transfer to internal staff; and</li><li>• Stabilisation of the system in Production and handing over to Transnet</li></ul>

Table 4: Work Breakdown Structure

# **Annexure B:**

# **Non-Disclosure**

# **Agreement**



## **NON DISCLOSURE AGREEMENT**

**[April 2020]**

**THIS AGREEMENT is made between**

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

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

**and**

**the Company as indicated in the RFI bid response hereto**

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

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

1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and

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

## 2. CONFIDENTIAL INFORMATION

2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.

2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.

2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:

2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or

2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.

2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.

2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

### **3. RECORDS AND RETURN OF INFORMATION**

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

### **4. ANNOUNCEMENTS**

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

### **5. DURATION**

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

### **6. PRINCIPAL**

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

### **7. ADEQUACY OF DAMAGES**

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

### **8. PRIVACY AND DATA PROTECTION**

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

## **9. GENERAL**

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

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# **Annexure C:**

# **Transnet's General**

# **Bid Conditions**



## **GENERAL BID CONDITIONS**

**[June 2022]**

## TABLE OF CONTENTS

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

## 1 DEFINITIONS

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

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

## 2 GENERAL

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

## 3 SUBMITTING OF BID DOCUMENTS

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

## 4 USE OF BID FORMS

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

## **5 BID FEES**

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

## **6 VALIDITY PERIOD**

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

## **7 SITE VISITS / BRIEFING SESSIONS**

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

## **8 CLARIFICATION BEFORE THE CLOSING DATE**

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

## **9 COMMUNICATION AFTER THE CLOSING DATE**

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

## **10 UNAUTHORISED COMMUNICATION ABOUT BIDS**

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

## **11 RETURNABLE DOCUMENTS**

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

## **12 DEFAULTS BY RESPONDENTS**

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

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

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

### **13 CURRENCY**

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

### **14 PRICES SUBJECT TO CONFIRMATION**

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

### **15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES**

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

### **16 EXCHANGE AND REMITTANCE**

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

## **17 ACCEPTANCE OF BID**

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

## **18 NOTICE TO UNSUCCESSFUL RESPONDENTS**

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

## **19 TERMS AND CONDITIONS OF CONTRACT**

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

## **20 CONTRACT DOCUMENTS**

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

## **21 LAW GOVERNING CONTRACT**

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

## **22 IDENTIFICATION**

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

## **23 RESPONDENT'S SAMPLES**

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

## **24 SECURITIES**

- 24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of a Deed of Suretyship [Deed of Suretyship] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 For the purpose of clause 24.124.1 above, Transnet will supply a Deed of Suretyship form to the successful Respondent for completion and no guarantee in any other form will be accepted. A copy of such form will be supplied to Respondents on request. For this purpose a Deed of Suretyship form will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 [thirty] calendar days from the date of the letter of acceptance. No payment will be made until the form, duly completed, is delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Supplier to cancel the contract with immediate effect.
- 24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Supplier in relation to the conditions of this clause 244 will be for the account of the Supplier.

## **25 PRICE AND DELIVERY BASIS FOR GOODS**

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

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

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

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

## **26 EXPORT LICENCE**

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

## **27 QUALITY OF MATERIAL**

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

## **28 VALUE-ADDED TAX**

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

28.2 In respect of foreign Services rendered:

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

## **29 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT**

29.1 Method of Payment

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the aforesaid the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 29.1 (a) above. Failure to comply with clause 29.1 (a) above may preclude a Bid from further consideration.

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

#### 29.2 Conditional Discount

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

### 30 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

#### 30.1 Contract Quantities

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

#### 30.2 Delivery Period

##### a) Period Contracts and Fixed Quantity Requirements

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

##### b) Progress Reports

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

##### c) Emergency Demands as and when required

If, due to unforeseen circumstances, supplies of the Goods covered by the Bid are required at short notice for immediate delivery, the Supplier will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The *Total or Partial Failure to Perform the Scope of Supply* section in the Terms and Conditions of Contract will not be applicable in these circumstances.

### 31 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS

#### 31.1 Copyright

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

**31.2 Drawings and specifications**

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

**31.3 Respondent's drawings**

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

**31.4 Foreign specifications**

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

**32 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS**

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

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

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

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

a) Such Power of Attorney must comply with Rule 63 (Authentication of documents executed outside the Republic for use within the Republic) of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.

b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.

c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.

- d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi*.
- 32.5 If payment is to be made in South Africa, the foreign Supplier [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:
  - a) funds are to be transferred to the credit of the foreign Supplier's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
  - b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.
- 32.6 The attention of the Respondent is directed to clause 24 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

### **33 DATABASE OF RESTRICTED SUPPLIERS**

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

### **34 CONFLICT WITH ISSUED RFX DOCUMENT**

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

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# **Annexure D:**

# **Transnet's Supplier**

# **Integrity Pact**



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

### **INTEGRITY PACT**

Between

#### **TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

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

## PREAMBLE

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

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

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

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

## 1 OBJECTIVES

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

## 2 COMMITMENTS OF TRANSNET

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

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

### 3 OBLIGATIONS OF THE BIDDER / SUPPLIER

3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.

- a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
- b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
- c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
- d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

3.2 The Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:

- a) The Bidder / Supplier will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and
- b) The Bidder / Supplier will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

3.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.

3.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

3.6 A Bidder / Supplier of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.

3.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.

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

#### **4 INDEPENDENT BIDDING**

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

- e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
- f) bidding with the intention of not winning the Bid.

4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her Bid relates.

4.5 The terms of the Bid as submitted have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.

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

## **5 DISQUALIFICATION FROM BIDDING PROCESS**

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

## **6 DATABASE OF RESTRICTED SUPPLIERS**

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

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

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

## 7 PREVIOUS TRANSGRESSIONS

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

## 8 SANCTIONS FOR VIOLATIONS

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

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

## 9 CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

## 10 DISPUTE RESOLUTION

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

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

## 11 GENERAL

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

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

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