

**Transnet Port Terminals (TPT)**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP] [SERVICES]

INVITATION TO SERVICE PROVIDERS FOR THE INCLUSION ONTO AN APPROVED LIST OF SERVICE PROVIDERS FOR THE PROVISION OF INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) MULTIPLE RESOURCES ON AD HOC BASIS FOR TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS ("TPT")) FOR A PERIOD OF THIRTY – SIX (36) MONTHS.

RFP NUMBER TPT/2025/05/0004/96146/RFP – ICLM HQ 941 TPT

ISSUE DATE: 17 JULY 2025

CLOSING DATE: 31 JULY 2025

CLOSING TIME: 10:00 AM

BID VALIDITY PERIOD: 180 Business Days from Closing Date

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

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RFP FOR THE INVITATION TO SERVICE PROVIDERS FOR THE INCLUSION ONTO AN APPROVED LIST OF SERVICE PROVIDERS FOR THE PROVISION OF INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) MULTIPLE RESOURCES ON AD HOC BASIS FOR TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS ("TPT") FOR A PERIOD OF THIRTY – SIX (36) MONTHS.

SECTION 1: SBD1 FORM

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF Transnet Port Terminals, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TPT/2025/05/0004/96146/RFP – ICLM HQ 941 TPT	ISSUE DATE:	17 July 2025	CLOSING DATE:	31 July 2025	CLOSING TIME:	10:00AM
DESCRIPTION	INVITATION TO SERVICE PROVIDERS FOR THE INCLUSION ONTO AN APPROVED LIST OF SERVICE PROVIDERS FOR THE PROVISION OF INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) MULTIPLE RESOURCES ON AD HOC BASIS FOR TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS ("TPT") FOR A PERIOD OF THIRTY – SIX (36) MONTHS.						
BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS							
<i>(please refer to section 2, paragraph 3 for a detailed process on how to upload submissions):</i> https://transnettenders.azurewebsites.net							
BIDDING PROCEDURE / TECHNICAL ENQUIRIES MAY BE DIRECTED TO:							
CONTACT PERSON	Nomathamsanqa Tammara Dlamini						
TELEPHONE NUMBER	066 1330 1619 / 031 308 8196						
FACSIMILE NUMBER	Not Applicable						
E-MAIL ADDRESS	Nomathamsanqa.dlamini@transnet.net						
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
IT IS A CONDITION OF THIS BID THAT THE TAX MATTERS OF THE SUCCESSFUL RESPONDENTS BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH SOUTH AFRICAN REVENUE SERVICE (SARS) TO MEET THE RESPONDENTS TAX OBLIGATIONS.							
	TCP PIN		OR	CSD NO			
SUPPLIER COMPLIANCE STATUS	<input type="checkbox"/> Yes <input type="checkbox"/> No			OR	BBEEE STATUS LEVEL SWORN AFFIDAVIT		

Respondent's Signature

Date & Company Stamp

If Yes, Who was the Certificate issued by?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	<input type="checkbox"/>	A REGISTERED AUDITOR	
NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]			
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]
Signature of the Bidder	Date:
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES BIDDER HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> 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 |
| <p>1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.</p> <p>1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>1.7 RESPONDENTS ARE REQUIRED TO SELF-REGISTER ON NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE (CSD) WHICH HAS BEEN ESTABLISHED TO CENTRALLY ADMINISTER SUPPLIER INFORMATION FOR ALL ORGANS OF STATE AND FACILITATE THE VERIFICATION OF CERTAIN KEY SUPPLIER INFORMATION. ONLY FOREIGN SUPPLIERS WITH NO LOCAL REGISTERED ENTITY NEED NOT REGISTER ON THE CSD. THE CSD CAN BE ACCESSED AT HTTPS://SECURE.CSD.GOV.ZA/.</p> |

Respondent’s Signature

Date & Company Stamp

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE: _____

SECTION 2: NOTICE TO BIDDERS**1 INVITATION TO BID**

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

DESCRIPTION	INVITATION TO SERVICE PROVIDERS FOR THE INCLUSION ONTO AN APPROVED LIST OF SERVICE PROVIDERS FOR THE PROVISION OF INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) MULTIPLE RESOURCES ON AD HOC BASIS FOR TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS ("TPT") FOR A PERIOD OF THIRTY – SIX (36) MONTHS. [the Services]
TENDER ADVERT	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website only. If you receive tender adverts for Transnet in any other platform other than the ones mentioned, it is your duty to verify the authenticity, accuracy, latest updates and reliability of the information with the platforms mentioned. Should both 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.
RFP DOWNLOADING	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> • Click on "Tender Opportunities"; • Select "Advertised Tenders"; • In the "Department" box, select Transnet SOC Ltd. <p>Once the tender has been in the list, click on the 'Tender documents' tab and process to download all uploaded documents.</p> <p>The RFP may also be downloaded from the Transnet Portal at https://transnetetenders.azurewebsites.net (</p>
COMMUNICATION	<p>Transnet will publish the outcome of this RFP on the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. All unsuccessful bidders have a right to request for reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form</p> <p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>

BRIEFING SESSION	No
CLOSING DATE	<p>Friday - 31 JULY 2025</p> <p>Bidders must ensure that bids are uploaded timeously onto the system. Generally, if a bid is late, it will not be accepted for consideration.</p> <p>Respondents are to submit bid documents by uploading them onto the Transnet system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted.</p> <p>Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.</p>
VALIDITY PERIOD	<p>Hundred and eighty (180) Business Days from Closing Date</p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</p>

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

2 FORMAL BRIEFING

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

3 PROPOSAL SUBMISSION

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

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

- a) Log on to the Transnet eTenders management platform website/ Portal (transnetetenders.azurewebsites.net)

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

4 RFP INSTRUCTIONS

- 4.1 Please sign documents [sign, stamp and date the bottom of each page] before uploading them on the system. The person or persons signing the submission must be legally authorised by the respondent to do so.
- 4.2 **All returnable documents tabled in the Proposal Form [Section 4] must be returned with proposals.**

- 4.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 4.4 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 10 below (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

5 JOINT VENTURES OR CONSORTIUMS

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

- Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated specific goal score card (a consolidated B-BBEE Status Level verification certificate) Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 4.1 of the specific goals Claim Form.

COMMUNICATION (CLARIFICATIONS AND COMPLAINTS)

- 5.1 For specific clarification relating to this RFP, an RFP Clarification Request Form should be submitted to [**Nomathamsanqa.dlamini@transnet.net**] on or before **10:00am on Wednesday, 30 July 2025**, substantially in the form set out in Section 7 hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.
- 5.2 Specific complaints relating to this RFP before or after the closing date should be formally submitted by emailing to **groupscmcomplaints@transnet.net**. Once the complaint has been

submitted, the Transnet SCM Complaints office will acknowledge your complaint and send you a complaint form for completion.

- 5.3 After the closing date of the RFP, a Respondent may only communicate with the Nomathamsanqa Dlamini, at telephone number **031 361 8196**, email Nomathamsanqa.dlamini@transnet.net on any matter relating to its RFP Proposal.
- 5.4 Respondents are to note that changes to its submission will not be considered after the closing date.
- 5.5 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- 5.6 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.
- 5.7 Transnet will publish the outcome of this RFP in the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. Respondents are required to check the National Treasury e-tender Portal and Transnet website for the results of the tender process. All unsuccessful bidders have a right to request Transnet to furnish reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

6 CONFIDENTIALITY

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

7 COMPLIANCE

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

8 EMPLOYMENT EQUITY ACT

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

9 DISCLAIMERS

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

- 9.1 modify the RFP's Services;
- 9.2 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 9.3 award a contract for only a portion of the proposed Services which are reflected in the scope of this RFP;
- 9.4 split the award of the contract between more than one Service provider, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 9.5 cancel the bid process;
- 9.6 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;
- 9.7 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 9.8 not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- 9.9 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- 9.10 to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the outcome of the tender has been published the outcome of the bid process on the National Treasury e-tender Portal and Transnet website. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price.
- 9.11 Request a bidder to furnish further information relating to its Environmental, Social and Governance (ESG) standing at any stage of the procurement or contracting process. This information may not be used for purposes of evaluation and/or disqualify bidder, but may be use for purpose of record and analysis of ESG compliance.

- 9.12 Where sub-contracting is applied in a tender, conduct due diligence assessment on the sub-contractor(s) and this may entail requesting the bidder to provide further information relating to the sub-contractor(s) or directly requesting the information from the sub-contractor(s) as well as conducting any necessary investigations on the sub-contractor(s) to detect issues of "FRONTING".
- 9.13 During the RFQ/RFP process for the request to submit rates, TPT will consider service providers who submit quotes that are aligned with the Guide on Hourly Fee Rates for Consultants" by the Department of Public Service and Administration (DPSA).

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

10 LEGAL REVIEW

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

11 SECURITY CLEARANCE

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

TRANSNET URGES ITS CLIENTS, SUPPLIERS AND THE GENERAL PUBLIC TO REPORT ANY FRAUD OR CORRUPTION TO

IF YOU DON'T REPORT IT, YOU SUPPORT IT!



Email: Transnet.Reportit@outlook.com

Toll free: 0800 003 056

SMS: 0637867403

Please Call Me number: *120*0637867403

Website: <https://whistleblowersoftware.com/secure/Transnet>

SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

Transnet Port Terminals (TPT) is a division of Transnet SOC. Ltd. TPT manages and operates the sixteen (16) port terminals around the country.

TPT has embarked on its digital journey, aligning with its mission and vision of driving agility, leading collaboration, and pioneering digital technologies.

The objective of TPT's ICT in the short term is to move itself away from just being a service provider and establish itself as an ICT entrepreneur by collaborating with businesses and its partners to introduce innovative technologies to unlock growth opportunities. In the long term, ICT's vision is to become a business leader, leading digitally enabled transformation initiatives that are vital to sustained growth and relevance. It is also ICT's vision to partner with service providers to accelerate innovative supply chain solutions and expand its terminal operating solutions into Africa.

TPT requests proposals from the ICT Frame list to provide CVS of suitable candidates to be contracted on an ad hoc basis to assist the various departments achieve their mandates.

2 EXECUTIVE OVERVIEW

Whereas Transnet is seeking a partner(s) to provide solutions for its ICT department nationally, it also seeks to improve its current processes for providing these Services to its end user community throughout its locations.

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

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

- 2.1 Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Service provider's economies of scale and streamlined service processes.
- 2.2 Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Service provider(s).
- 2.3 Transnet must receive proactive improvements from the Service provider with respect to supply/provision of Services and related processes.
- 2.4 Transnet's overall competitive advantage must be strengthened by the chosen Service provider's leading edge technology and service delivery systems.

- 2.5 Transnet end users must be able to rely on the chosen Service provider’s personnel for service enquiries, recommendations and substitutions.
- 2.6 Transnet must reduce costs by streamlining its acquisition of Services, including managed service processes on a Group basis.

3 SCOPE OF REQUIREMENTS

3.1 A detailed scope of work is attached as **Annexure A**.

4 GREEN ECONOMY / CARBON FOOTPRINT

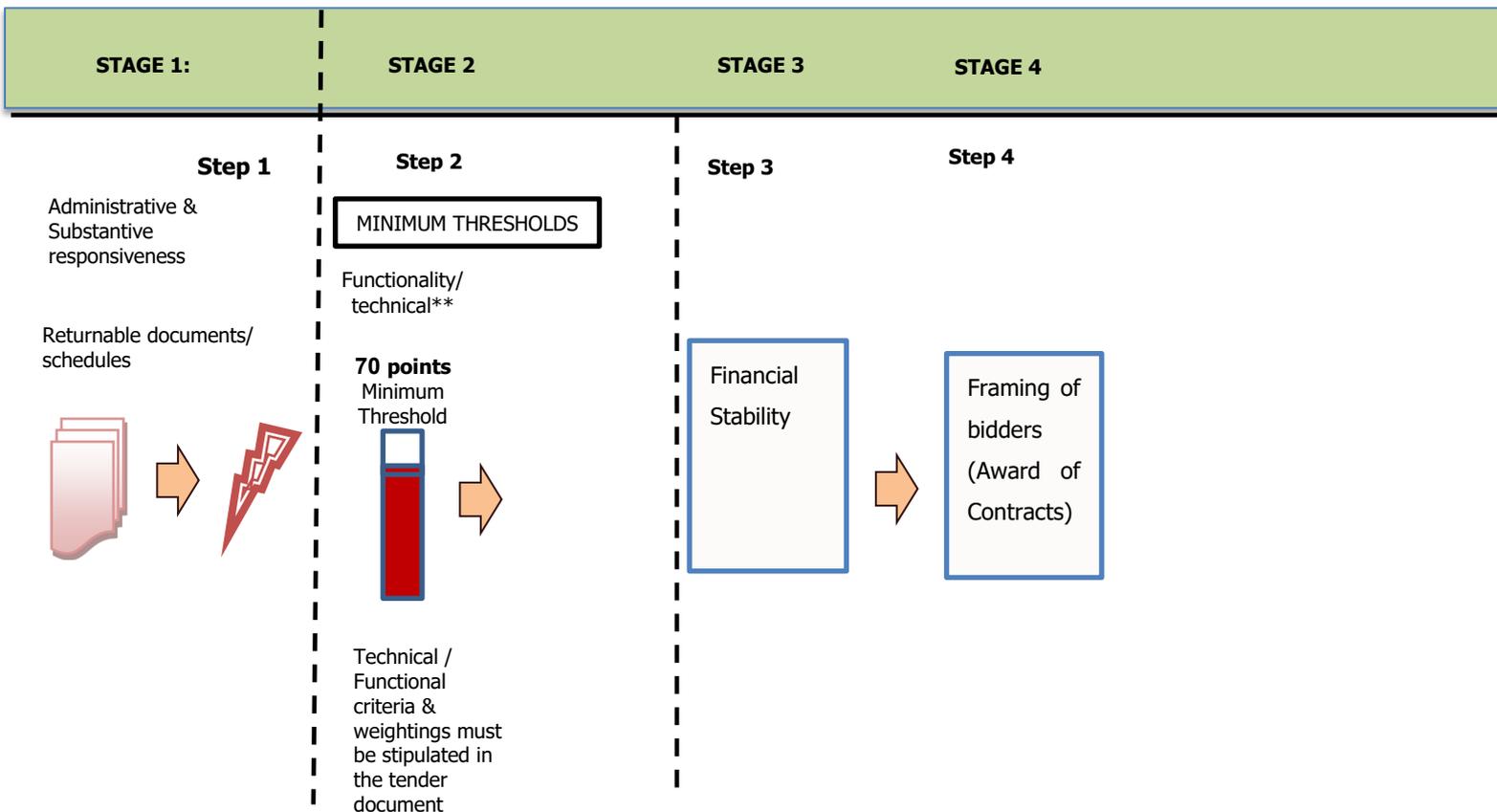
Transnet wishes to have an understanding of your company’s position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity’s policies in this regard.*

5 GENERAL SERVICE PROVIDER OBLIGATIONS

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

6 EVALUATION METHODOLOGY

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



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

6.1 **STEP ONE: Test for Administrative and Substantive Responsiveness**

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
<ul style="list-style-type: none"> Whether the Bid has been lodged on time 	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time 	<i>Section 4</i>
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	<i>Section 4</i>
<ul style="list-style-type: none"> Verify if the Bid document has been duly signed by the authorised respondent 	<i>All sections</i>
<ul style="list-style-type: none"> Whether any general and legislation qualification criteria set by Transnet, have been met 	<i>All sections</i>
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given 	<i>All Sections</i>
<ul style="list-style-type: none"> Entity's financial stability 	
Check for substantive responsiveness	RFP Reference
<ul style="list-style-type: none"> Whether any general and legislation qualification criteria set by Transnet, have been met 	<i>General Bid Conditions clause 20</i>
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given 	<i>All Sections</i>

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

6.2 **STEP TWO: Minimum Threshold 70 points for Technical Criteria**

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

Quality Criteria	Weighting points	Scoring Guideline
Technical Evaluation Criteria		
Evaluation Criteria	Maximum Points/weight	Scoring Methodology
<p>Accreditation Requirements</p> <p>GCOS</p> <ul style="list-style-type: none"> • -Bidder to be an accredited Oracle partner and provide a valid accreditation certificate. -Bidder to have held Oracle partner accreditation for a minimum of six (6) months. A letter from Oracle confirming the duration of the partnership must be provided <p>SAP</p> <ul style="list-style-type: none"> • -Bidder to be an accredited SAP partner and provide a valid accreditation certificate. -Bidder to have held SAP partner accreditation for a minimum of six (6) months. A letter from SAP confirming the duration of the partnership must be provided 	50	<ul style="list-style-type: none"> • No GCOS accreditation and no letter confirming duration of partnership = 0 • GCOS with one requirement listed in the criteria = 12.5 • GCOS with all the requirements listed in the criteria = 25 • No SAP accreditation and no letter confirming duration of partnership = 0 • SAP with one requirement listed in the criteria = 12.5 • SAP with all the requirements listed in the criteria = 25
<p>Service History</p> <p>Bidder to submit at least three (3) traceable reference letters, on official client letterhead, for each operational area they select (out of the seven available categories). Each letter should be from a different client and must meet the following criteria:</p> <p>1. Services to include: ICT consultants supplied for ICT projects and/or ICT operations</p>	25	<ul style="list-style-type: none"> • 0 Reference letter =0 • Reference letter with all requirements listed in the criteria =5 • 2 Reference letters with all requirements listed in the criteria =10

<p>2. Date requirement: Letters must be dated within the past two years</p> <p>3. Each letter must clearly state:</p> <ul style="list-style-type: none"> - Customer name and contact information - Project or role description - Project duration 		<ul style="list-style-type: none"> • 3 Reference letters with all requirements listed in the criteria = 15 • 4 Reference letters with all requirements listed in the criteria = 20 • 5 Reference letters with all requirements listed in the criteria =25
<p>ICT Functional Area Resource Supply (As per Appendix 4 of SOW)</p> <ul style="list-style-type: none"> • Bidder to select the TPT functional area(s) for which they will provide resources. <ol style="list-style-type: none"> 1. Project Management Office (PMO) 2. Information Security Governance, Risk, and Compliance (ISGRC) 3. Enterprise Architect 4. Support Service 5. Navis 	<p>25</p>	<p>1 ICT Functional Areas = 5</p> <p>2 ICT Functional Areas = 10</p> <p>3 ICT Functional Areas = 15</p> <p>4 ICT Functional Areas = 20</p> <p>5 ICT Functional Areas = 25</p>
<p>100</p>		

*Respondents must complete and submit **Annexure B** which include a **Technical Questionnaire**. A Respondent’s compliance with the minimum functionality/technical threshold will be measured by their responses.*

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

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

SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Threshold
Technical / functionality	70%

6.3 STEP THREE: Financial Stability

The test for Annual Financial Statements will include evaluating the recommended companies in terms of their financial risks on equity and ratio.

6.4 STEP 4: Framing of bidders

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

Respondent's Signature

Date & Company Stamp

SECTION 4: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

I/We _____
[name of entity, company, close corporation or partnership]

[full address]

carrying on business trading/operating as

represented
by _____
in my capacity as

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

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

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

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

- (i) Master Agreement (which may be subject to amendment at Transnet’s discretion if applicable);
- (ii) General Bid Conditions; and
- (iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

Respondent’s Signature

Date & Company Stamp

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

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

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

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

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

ADDRESS FOR NOTICES

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

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

Name of Entity:

Facsimile:

Address:

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Service provider**] will be informed of the acceptance of its Proposal. Transnet will also publish the outcome of the tender, including successful and unsuccessful bidders, in the National Treasury e-tender portal. Any unsuccessful bidder has a right to request reasons for the bid not to be successful and Transnet has a duty to provide those reasons on receipt of the request from the bidder.

VALIDITY PERIOD

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

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

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

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

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

(iii) Full name(s) of director/member(s)

Address/Addresses

ID Number(s)

RETURNABLE DOCUMENTS

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

Returnable Documents Used for Scoring	<p><i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent’s disqualification.</i></p>
---------------------------------------	--

	<i>However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</i>
Essential Returnable Documents	<i>Failure to provide essential Returnable Documents <u>will</u> result in Transnet affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent’s disqualification.</i>

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

a) Returnable Documents Used for Scoring

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

<u>RETURNABLE DOCUMENTS USED FOR SCORING</u>	SUBMITTED [Yes or No]
<p>Accreditation Requirements</p> <p>GCOS</p> <p>-Bidder to be an accredited Oracle partner and provide a valid accreditation certificate.</p> <p>-Bidder to have held Oracle partner accreditation for a minimum of six (6) months. A letter from Oracle confirming the duration of the partnership must be provided</p> <p>SAP</p> <p>-Bidder to be an accredited SAP partner and provide a valid accreditation certificate.</p> <p>-Bidder to have held SAP partner accreditation for a minimum of six (6) months. A letter from SAP confirming the duration of the partnership must be provided</p>	
<p>Service History</p> <p>Bidder to submit at least three (3) traceable reference letters, on official client letterhead, for each operational area they select (out of the seven available categories). Each letter should be from a different client and must meet the following criteria:</p> <ol style="list-style-type: none"> 1. Services to include: ICT consultants supplied for ICT projects and/or ICT operations 2. Date requirement: Letters must be dated within the past two years 	

<u>RETURNABLE DOCUMENTS USED FOR SCORING</u>	SUBMITTED [Yes or No]
3. Each letter must clearly state: - Customer name and contact information - Project or role description - Project duration	
ICT Functional Area Resource Supply (As per Appendix 4 of SOW) Bidders must select the TPT functional area(s) for which they will provide resources. 1. Project Management Office (PMO) 2. Information Security Governance, Risk, and Compliance (ISGRC) 3. Enterprise Architect 4. Support Service 5. Navis	

b) Essential Returnable Documents:

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
Section 1: SBD1 Form	
SECTION 4: Proposal Form and List of Returnable documents	
SECTION 6: Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7: RFP Declaration and Breach of Law Form	
Appendix 4: Resources Categories	
Appendix 5: Service Provider Mobilisation	
Valid proof of Respondent's compliance to Specific Goal requirements stipulated in Section 8 of this RFP (Valid B-BBEE certificate or Sworn- Affidavit as per DTIC guidelines)	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet

 Respondent's Signature

 Date & Company Stamp

shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

SIGNED at _____ on this ____ day of _____ 2025

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

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

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

1	Transnet's General Bid Conditions
2	Transnet's Supplier Integrity Pact
3	Non-disclosure Agreement
4	Specifications and drawings attached to this RFP

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

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

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

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

Respondent's Signature

Date & Company Stamp

SECTION 6: RFP DECLARATION AND BREACH OF LAW FORM

We hereby certify that:

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

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

BIDDER'S DISCLOSURE (SBD4)

12 PURPOSE OF THE FORM

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

13 Bidder's declaration

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

YES/NO

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

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

Full Name	Identity Number	Name of State institution

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

YES/NO

13.2.1. If so, furnish particulars:

.....

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

YES/NO

13.3.1. If so, furnish particulars:

.....

14 DECLARATION

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

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

- 14.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 14.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 14.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this ____ day of _____ 2025

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

SECTION 8: SPECIFIC GOALS POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements
- 1.2 Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Preference points for this bid shall be awarded for:
 - (a) B-BBEE Status Level of Contribution; and
 - (b) Any other specific goal determined in Transnet preferential procurement policy.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION <ul style="list-style-type: none"> Promotion of Broad-Based Black Economic Empowerment Status level 1 or 2 Promotion of Exempted Micro Enterprises (EMEs) and Qualifying Small business Enterprises (QSEs) owned by black people (at least 51% black owned). 	20
Total points for Price and Specific Goals must not exceed	100

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

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"Ownership"** means 51% black ownership
- (e) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (f) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (h) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (i) **"Price"** includes all applicable taxes less all unconditional discounts.
- (j) **"Proof of B-BBEE Status Level of Contributor"**
- i) the B-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (k) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (l) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (m) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

Specific goals criteria, related to Broad-Based Black Economic Empowerment (BBBEE), are used to award preference points but are not typically used to disqualify bidders. Bidders who do not meet the specific goals criteria may not receive points for those goals, but they are still evaluated further.

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor (1 or 2)	10
Promotion of Exempted Micro Enterprises (EMEs) and Qualifying Small business, Enterprises (QSEs) owned by black people (at least 51% black owned).	10

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate

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

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

	Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard
--	---

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED

- 6.1 B-BBEE Status Level of Contribution: **1 or 2 = (maximum of 20 points)**
 (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?
 (*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE.

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>

Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor or any other matter required in terms of the Preferential Procurement Regulations, 2022 which will affect or has affected the evaluation of a bid the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;

- (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS.....

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

Respondent's Signature

Date & Company Stamp

information that may be shared or accessed pursuant to this RFP (physically, through a computer or any other form of electronic communication).

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

Respondents are required to provide consent below:

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

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

Signature of Respondent's authorised representative: _____

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



INVITATION TO SERVICE PROVIDERS FOR THE INCLUSION ONTO AN APPROVED LIST OF SERVICE PROVIDERS FOR THE PROVISION OF INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) MULTIPLE RESOURCES ON ADHOC BASIS FOR TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS ("TPT")) FOR A PERIOD OF THIRTY – SIX (36) MONTHS.

ANNEXURE A - SCOPE OF WORK

Document reference	Title	No of pages
	<p>INVITATION TO SERVICE PROVIDERS FOR THE INCLUSION ONTO AN APPROVED LIST OF SERVICE PROVIDERS FOR THE PROVISION OF INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) MULTIPLE RESOURCES ON ADHOC BASIS FOR TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS ("TPT")) FOR A PERIOD OF THIRTY – SIX (36) MONTHS.</p> <hr/> <p></p>	



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1. Glossary of Terms.

Abbreviations	Definitions
ICT	Information and Communication Technology
TPT	Transnet Port Terminals
SOW	Scope of Work
CV	Curriculum Vitae
IT	Information Technology
IOT	Internet of Things
AI	Artificial Intelligence
PMO	Project Management Office
PM	Project Manager
ISRG	Information Security Governance, Risk, and Compliance
GCOS	General Cargo Operations System
SAP	Systems Applications and Products in Data Processing
SOC	State Owned Company
LTD	Limited
RFQ	Request For Quote
RFP	Request For Proposal
SLA	Service Level Agreement
LOA	Letter of Award
PMI	Project Management Institute
PMP	Project Management Professional
NQF	National Qualifications Framework
SDLC	System Development Lifecycle
PLP	Project Life Cycle Process
ISO	International Organization for Standardization
COBIT	Control Objectives for Information and Related Technologies
ITIL	Information Technology Infrastructure Library
MANCO	Management Committee
RISCO	Risk Committee
PPSG	Policy Processes Standards and Governance
CIO	Chief Information Officer
TOGAF	The Open Group Architecture Framework
XML	Extensible Markup Language
RDF	Resource Description Framework
OWL	Web Ontology Language
XBRL	eXtensible Business Reporting Language
BI	Business Intelligence



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EA	Enterprise Architecture
SQL	Structured Query Language
UAT	User Acceptance Testing
SSRS	SQL Server Reporting Services
SSIS	SQL Server Integration Services
SSAS	SQL Server Analysis Services
APEX	Application Express
UI	User Interface
REST API	Representational State Transfer Application Programming Interface
DMS	Document Management System
RMS	Records Management System
SAP FICO	SAP Financial Accounting (FI) and Controlling (CO)
SAP MM	SAP Materials Management
SAP PM	SAP Plant Maintenance
SAP ECC	SAP Enterprise Central Component
SAP SD	SAP Sales and Distribution
SAP ABAP	SAP Advanced Business Application Programming
SAP BTP	SAP Business Technology Platform
SAP OIL	SAP for Oil & Gas
SAP TSW	Trader's and Scheduler's Workbench
SME	Subject Matter Expert
IS	Information System
MWS	Marketplace Web Services
JSON	JavaScript Object Notation
RFC	Remote Function Call
IDOC	Intermediate Document
JMS	Java Message Service
EDIFACT	Electronic Data Interchange for Administration, Commerce, and Transport
AS1,2,3	Applicability Statement
SDK	Software Development Kit
REST	Representational State Transfer
SOAP	Simple Object Access Protocol
ERD	Entity Relationship Diagram
DevOps	Development Operations
DBA	Database Administrator
RCA	Root Cause Analysis
IDOC	Intermediate Document
ALE	Application Link Enabling
SIEM	Security Information and Event Management



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CISSP	Certified Information Security Professional
OSCP	Offensive Security Certified Professional
CISM	Certified Information Security Manager
CCSP	Certified Cloud Security Professional
CISSP	Certified Information Security Specialist
CEDR	Certified Endpoint Detection and Response
CEH	Certified Ethical Hacker
EDR	Endpoint Detection & Response
IPS	Intrusion Prevention System
XDR	Extended Detection and Response
WAF	Web Application Firewall
ISO	Information Security Officer
DoS	Denial of Service
CIS	Center for Internet Security
VPN	Virtual Private Network
GRC	Governance, Risk and Compliance
RACI	Responsible, Accountable, Consulted, and Informed
HQ	Head Quarters
CRISC	Certified in Risk and Information Systems Controls
CISA	Certified Information Systems Auditor
CGEIT	Certified in the Governance of Enterprise IT
ISACA	Information Systems Audit and Control Association
OD	Operating Division
TFR	Transnet Freight Rail
ELT	Extract, Load, Transform
ETL	Extract, Transform, Load
MSA	Master Service Agreement
SCM	Supply Chain Management
CAPEX	Capital Expenditure
EXCO	Executive Committee
KPI	Key Performance Indicator
WSDL	Web Services Description Language
HTTP	Hypertext Transfer Protocol
JMS	Java Message Service
HTML	Hypertext Mark-up Language
JSP	JavaServer Pages
MS	Microsoft
SSL	Secure Sockets Layer
EDI	Electronic Data Interchange
FTP	File Transfer Protocol
TOS	Terminal Operating System



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CAN	Change Advisory Board
DBMS	Database Management System
RPA	Robotic Process Automation
CDS	Cross-Domain Solution
UX	User Experience
IIS	Internet Information Services
VB	Visual Basic
CSS	Cascading Style Sheets
API	Application Programming Interface
IDE	Integrated Development Environment
MVC	Model-View-Controller
RPO	Recovery Point Objectives
RTO	Recovery Time Objectives
QA	Quality Assurance
UAT	User Acceptance Testing
ISTQB	International Software Testing Qualifications Board
CSTE	Certified Software Tester
CI/CD	Continuous Integration and Continuous Delivery
TFS	Team Foundation Server
LAN	Local Area Network
APN	Access Point Name
SOP	Standard Operating Procedure
ERP	Enterprise Resource Planning
BPMN	Business Process Model and Notation.
BPM	Business Process Management
GCP	Google Cloud Platform
AWS	Amazon Web Services
WAN	Wide Area Network
BRS	Business Requirements Specification
WWAN	Wireless Wide Area Network
3G	Third Generation
VC	Video Conference
IaaS	Infrastructure as a Service



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2. INTRODUCTION

Transnet Port Terminals (TPT) is a division of Transnet SOC. Ltd. TPT manages and operates the sixteen (16) port terminals around the country.

TPT has embarked on its digital journey, aligning with its mission and vision of driving agility, leading collaboration, and pioneering digital technologies.

The objective of TPT's ICT in the short term is to move itself away from just being a service provider and establish itself as an ICT entrepreneur by collaborating with businesses and its partners to introduce innovative technologies to unlock growth opportunities. In the long term, ICT's vision is to become a business leader, leading digitally enabled transformation initiatives that are vital to sustained growth and relevance. It is also ICT's vision to partner with service providers to accelerate innovative supply chain solutions and expand its terminal operating solutions into Africa.

TPT requests proposals from the ICT Frame list to provide CVS of suitable candidates to be contracted on an ad hoc basis to assist the various departments achieve their mandates.

3. BACKGROUND

TPT's roadmap over the next few years, is to transform its IT landscape in line with leading technology offerings and solution implementation methodologies, i.e., Cloud Computing, IOT, Machine Learning, Augmented Reality, Cognitive Learning, AI, Virtual and e-Learning, Big Data and Business Intelligence, mobile and remote computing, SharePoint, ICT governance and agile solutions development.

4. SCOPE OF WORK

The services required are junior, senior, and principal resources. The service provider must be able to provide resources with appropriate qualifications, certification, and experience according to the skill level requirements. In addition, resources must have strong oral and written communication skills, must be proactive and display strong leadership skills and at the same time work as part of a team.

Once service provider(s) have been included in the approved frame list, they will be required to submit CVs for the required resources as per the scope of work issued.



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4.1 Typically, the resources will be involved in the following:

- End User Support,
- System Support & Maintenance,
- Database Administration,
- Application Configuration and Development,
- Network and Hardware Infrastructure Support,
- Business Analysis and Process Modelling,
- Business Intelligence Development,
- Data Analytics,
- Training Development and Deployment,
- Project Management and Administration,
- ICT Governance, Risk and Compliance and Information Security,
- Enterprise Architecture and
- Project Management.

4.2 The service providers will be selected based on their, experience and skills.



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4.3 The contract Manager and Supply Chain will negotiate the starting date when required.

4.4 Responses to the Job descriptions.

The suppliers should respond to those job descriptions for which they have candidates.

- For example, if the job description is for a Business Analyst and the supplier doesn't have any resources suitable for the Business Analyst, the supplier may choose not to respond to the Business Analyst Job Specification'

4.5 List below are candidate requirements for the different departments/categories:

4.5.1 Multiple functions

Role Name	Months	Hours per Month
ICT PMO resources (All areas, including Agile PM and Change Managers)	36	176
Infrastructure and End-User Computing Support Services	36	176
SGRC - Information Security Governance, Risk and Compliance	36	176
Enterprise Architecture Resources	36	176
Applications. <ul style="list-style-type: none"> • GCOS • Navis • CommTrac 	36	176
WebMethods Resource	36	176
Project-driven resource requirements. e.g., Developers Developers and Systems Analysts, Solution Specialists	36	176
SAP Functional consultants (All areas)	36	176
Training Development and Deployment,	36	176



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5. Service providers can bid for any of the functional areas below or bid for all of them. The bid submissions will be evaluated based on the different disciplines and included on the appropriate panel where the technical criteria are met. Service providers bidding for more than one discipline should submit returnable documents per discipline for technical evaluation.

Category	Resources required under this category	Tick
Project Management Office (PMO)	Project Manager	
	Project Planner/Administrator	
	Portfolio Manager	
	Change Manager	
	Devops Engineer	
Information Security Governance, Risk, and Compliance (ISGRC)	Governance Specialist	
	Risk and Compliance Officer	
	Cyber Security Specialist	
	Business Process Engineers	
	Contract Specialist	
	Reporting Specialist	
	Manager: Governance, Risk & Compliance	
	Manager: Information Security	
	Security Operations Centre & Endpoint Specialist	
Information Security Officer		
Enterprise Architect	Enterprise Architect	
	Data Architect/Data Analyst	
	Business Analyst	
	Enterprise Architecture	
GCOS	Apex Oracle Developer	
	Senior Apex Oracle Developer	
	Mobile Android Developer	
	Software developers - .NET	
	Software developers – Microsoft Power Platform	
	Quality Assurance and Application Tester	
	Manager: GCOS Application	
	Oracle Database Administrator	



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Category	Resources required under this category	Tick
Support Service	Technical/Technical Support Analyst (Server & Infra)	
	Systems Analyst (End User Computing Software)	
	Controlling Administrator/Service Desk Administrator	
	E-Business Manager	
	Network & Cloud Engineer	
	Integration Systems Analyst	
	Data Scientist	
	Data Engineer	
	Full Stack Developer	
	Business Intelligence Developer	
	SharePoint Analyst	
	WebMethods developer	
	Data Services Management Specialist	
	Systems Analyst	
	IT Manager	
	Desktop Support Analyst	
	Infrastructure Architect	
	Infrastructure Specialist	
Navis	Navis Solution Specialist	
	SQL Database Administrator	
	Navis Service Delivery Manager	



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Category	Resources required under this category	Tick
Systems Applications and Products in Data Processing (SAP)	SAP Project Systems (PS) Analyst	
	SAP FICO Systems Analyst	
	SAP Security & Authorization Officer	
	SAP Basis/Hana Administrator	
	SAP Systems Analyst (FI/MM/SD)	
	SAP Sales & Distribution Analyst	
	SAP ABAP Analyst /Developer	
	SAP Project Systems Analyst	
	SAP Integration Specialist/Analyst	
	SAP IS Oil and TSW Specialist	
	SAP BTP – Integration Suite	
	SAP BTP – Work Zone	
	SAP Fiori Developer	
	SAP MM (Material Management) Specialist	
	Manager: SAP Application	
	SAP Plant Maintenance	
SAP Systems Analyst, Project Systems and Investment Management		
SAP Systems Analyst, Finance and Controlling		

6. SPECIFIC DELIVERABLES FOR THE TENDER PROCESS

- Once service providers have been included in the approved frame, they will be expected to submit CVs of the candidates who meet the job descriptions.
- TPT will review the candidate's CV to confirm Job descriptions/specs as per the issued RFQ/RFP

6.1 Accreditation Requirements

GCOS

Bidder to be an accredited Oracle partner and provide a valid accreditation certificate.

-Bidder to have held Oracle partner accreditation for a minimum of six (6) months.

-A letter from Oracle confirming the duration of the partnership must be provided



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SAP

- Bidder to be an accredited SAP partner and provide a valid accreditation certificate.
- Bidder to have held SAP partner accreditation for a minimum of six (6) months. A letter from -SAP confirming the duration of the partnership must be provided.

6.2 Service History

Bidder to submit at least three (3) traceable reference letters, on official client letterhead, for each operational area they select (out of the seven available categories).

Each letter should be from a different client and must meet the following criteria:

1. Services to include: ICT consultants supplied for ICT projects and/or ICT operations
2. Date requirement: Letters must be dated within the past two years
3. Each letter must clearly state:
 - Customer name and contact information
 - Project or role description
 - Project duration

6.3 ICT Functional Area Resource Supply (As per Appendix 4 of SOW)

Bidder to select the TPT functional area(s) for which they will provide resources.

1. Project Management Office (PMO)
2. Information Security Governance, Risk, and Compliance (ISGRC)
3. Enterprise Architect
4. Support Service
5. Navis



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7. Roles and Responsibilities for each role

Appendix A:

Role: Project Manager

Purpose

To plan, execute, monitor, and control all aspects of various projects within the Project Management Office. To work closely with the Programme Manager to make sure that the scope and direction of each project is on schedule, within budget, and adhering to the quality standards agreed.

Responsibilities

- To be responsible for the initiation, planning, execution, monitoring, controlling, and closure of the projects within the programme.
- To ensure that project artefacts are documented completely and accurately and to maintain the living project artefacts.
- To lead cross-functional teams to deliver all ICT projects allocated
- To ensure tracking and reporting of project deliverables, outcomes, and financials.
- To ensure that the projects that are managed are supported with adequate Organizational Change Management and Communication support and fill the gap with Change Management where a Change Manager is not assigned.
- To identify stakeholders, develop a stakeholders' map, define stakeholders' interests, and plan and execute communication plans with stakeholders.
- To ensure project budgets are controlled and reported on as per the agreed frequencies per project.
 - To ensure that the central repository is kept up to date with all project artefacts.
 - To ensure tracking and management of risks, issues, and change requests.
 - To ensure project benefits are documented during project scoping and tracked throughout the project life cycle.
 - To ensure operational readiness plans are in place and tracked for all projects.
 - To manage interdependencies amongst projects.
 - To adopt the agreed quality control standards on the project and track quality throughout the project life cycle.
 - To ensure that all project governance requirements are met and accept that auditing and/or health checks on projects could be done at random at any time to ensure that the project



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governance is in good order.

Qualifications and Experience

- B Degree in Information Technology or related in commercial or Project Management (NQF 7).
- Project Management Professional (PMI-PMP) or equivalent Project Management Qualification/ certification
- 5 years of project management experience.
- 5 years of SDLC, information systems, and business experience required



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Appendix B:

Role: Project Administrator

Purpose

Accountable for the daily management of the planners for the daily scheduling, planning, controlling, monitoring & tracking of projects to provide effective integrated project services to the TPT ICT Programme.

The project controller is primarily responsible for providing administrative support to the project manager as well as for ensuring project/programme governance is in place for the portfolio, which includes financial control and configuration management. The incumbent is also responsible for maintaining the central document repository for the portfolio in preparation for reviews and audits, as well as ensuring the effective preparation and delivery of all project events and meetings, and production of all necessary documentation

Generate and compile suitable reports to effectively manage schedule, costs, change, risk, and opportunity for each project.

Accountable for performance reporting of projects to the project execution team and the Project Manager.

Responsibilities

- Provide expert planning services in line with the PLP and controls framework for the Project Managers.
- Provide administration support for the portfolio, including workshops/ meetings/trainings and the logistic support (booking boardrooms, refreshments and confirming attendance with attendees) as well as arranging travel for the teams
- Assist project managers on their projects in terms of planning functions associated with activities under their function in support of achieving the weekly and monthly targets.
- Monitors and controls each sub-team's deliverables
- Review and present detailed monthly status reports.
- Review & assessment of the documentation register to ensure compliance with control frameworks.
- Ensure that all invoices are received on time, liaise with the project manager on the accuracy of the deliverables billed on the invoice, and submit to the Programme Administrator. Ensure the invoice is captured on SAP IM/PS.
- Responsible for the maintenance of the overall project change control registers to enable the tracking of trends and pending changes of the portfolio.
- Review the Project Managers' assessment of project changes in terms of impact on schedule, cost, and risk.



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- Responsible for the secretariat duties of the monthly project meetings.
- Performs reporting as needed
- Responsible for the accuracy and integrity of project cost & schedule reports in terms of budget/baseline, commitments, expenditure/progress, and forecasts.

Qualifications and Experience

- B Degree in Information Technology or National Diploma in Information Technology or related in commercial or Project Management (NQF 6/7).
- Project management certification or Prince 2 Foundation Certification (Advantageous)

Minimum Years Relevant Experience:

- 3 years' experience as a planner or Administrator in a multi-disciplinary project or management of environmental
- Management of schedules, arranges assignments, prepares action plans, analyses risks/opportunities, and communicates progress to team members



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Appendix C:

Role Description: Governance Specialist

Purpose

- Responsible for the Governance function within the ICT department by ensuring that all related legislative and regulatory governance frameworks are complied with.
- Responsible for monitoring and evaluating the governance framework of ICT policies, procedures, and standards that are being used at TPT.
- Responsible for the governance of projects, ensuring that project deliverables are completed by the adopted project methodology and in line with the project plan and the overall strategy of the organization

Responsibilities

- Develop, manage, and enhance the ICT governance framework, road map & processes.
- Manage the ICT policies and procedures, frameworks, and ensure that they are complying and up to date. Conduct annual reviews with the policy/process owners.
- Research, recommend, manage, and participate in implementing any required ICT standards, controls, or policies and procedures.
- Identify gaps in the effectiveness of the implemented ICT controls and identify opportunities for enhancements.
- Generate any required ICT governance performance monitoring measures.
- Creates any required templates and standards to be adopted by ICT.
- Plan and conduct any required ICT governance training for the ICT staff.
- Manage the creation of the ICT-related Management Reports. This would include the ICT reports and the Audit management reports.
- Manage and follow up with the Auditors and the ICT departments on any internal or external audit findings raised, and make sure that they are closed properly.
- Take appropriate steps to identify trends and improve compliance effectiveness.
- Responsible for the governance of ICT projects – ensuring that deliverables are in line with the adopted methodologies, within time, budget, and in line with the organization’s strategy.
- Responsible for project gate reviews and influencing go-no-go decisions.
- Advising and influencing project steering committees on project governance, risk, and compliance issues.
- Assist the ICT team with compliance and risk.



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- Assist the ICT team with information security tasks.

Qualifications and Experience

- B Degree in Information Technology or National Diploma in Information Technology or related in commercial or Auditing (NQF 6/7).
- A minimum of five (5) years' experience in ICT Governance, Risk and Compliance.
- Experience and knowledge of Information Security will be an added advantage.
- Experience in working with industry frameworks (ISO 27001/2, COBIT, ITIL).
- Ability to coordinate ICT Governance activities across multiple ICT Departments, Projects, and Operations.
- Working within a well-defined service management environment based on ITIL practices
- Ability to operate and engage with Stakeholders at a Senior Management level.
- Experience in the identification, evaluation, and documentation of policies, processes, and controls
- Must have a detailed and analytical approach with hands-on experience with project management tools (e.g., Microsoft Project) and strong organizational skills.
- Experience in analyzing, documenting, and re-engineering complex business processes.
- A working knowledge of waterfall and agile project methodologies and frameworks.



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APPENDIX D:

Role Description: Risk and Compliance Officer

Purpose

To embed an effective risk management program within ICT and to implement all necessary measures to ensure achievement of the objectives of an effective compliance program by ensuring that all processes follow the rules and regulations of regulatory frameworks, and that company policies, procedures, and standards are being complied with.

Responsibilities

Risk

- Provide guidance, feedback, and support across ICT regarding identification of risk, risk mitigation, and management.
- Create appropriate metrics to quantify, track, and report on identified risk across ICT.
- Analyze and assess risks associated with relevant ICT projects and initiatives.
- Provide support with tracking of project risks and mitigation actions.
- Conduct ICT risk awareness and training - design and publish communications that develop awareness and accountabilities for risk management activities. Perform training on the risk management tool.
- Development and implementation of an appropriate risk reporting discipline in ICT and to the TPT and Transnet Risk Committees
- Participate in various internal and external audits.
- Working with Audit /Security/Compliance officers in ICT to collate and improve risk reporting and evaluation
- Keeps abreast of developments by identifying emerging risks and creating associated risk registers
- Contribute to the TPT and Transnet risk framework and reporting
- Maintain a certain level of internal auditing to proactively deal with lower-level operational risks
- Provide guidance and identification of emerging ICT strategic risks within the department and Operating Division, Transnet, and the global environment
- Provide feedback to related governance forums regarding the latest risk posture of TPT ICT, i.e., forums such as MANCO and RISCO



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COMPLIANCE

- Develop and test processes to ensure compliance with all aspects of the ICT PPSGs and frameworks.
- Ensure that IT staff understand their role in compliance
- Ensure that IT compliance issues/concerns are being appropriately evaluated, investigated, and resolved
- Identify potential areas of compliance vulnerability and risk; recommend, get approval for, and drive corrective action plans
- Participate in various internal and external audits.
- Ensure that all project and task activities comply with the appropriate governance frameworks
- Keeps abreast of developments in the areas of legal, regulatory, and corporate requirements.
- Ensure vendor and stakeholder compliance with Transnet's Governance frameworks and adherence to SLA's
- Weekly, monthly, and quarterly reporting on compliance across the various application systems across the organization.
- Ensure that compliance vulnerabilities are raised, and appropriate steps are taken to resolve.
- Monitor and coordinate IT compliance activities to remain abreast of the status of all compliance activities continuously.
- Take appropriate steps to identify trends and improve compliance effectiveness.
- Provide feedback to governance forums regarding the status of the IT compliance assessments, for example Internal Controls Steering Committee.
- Assist in executing other tasks of the Information Security, Governance, Risk, and Compliance function, as and when required.



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Qualifications and Experience

- B Degree in Information Technology or National Diploma in Information Technology or related in commercial or Auditing (NQF 6/7).
- A minimum of five (5) years' experience in ICT Governance, Risk and Compliance.
- Experienced in coordinating ICT Risk and Compliance activities across multiple ICT Departments, Projects, and Operations.
- Ability to operate and engage with Stakeholders at a Senior Management level.



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Appendix E

Role Description: Enterprise Architect

Purpose

The Enterprise Architect provides guidance, road maps, principles, standards, and best practices. They are focused on enabling business and IT leaders to make investment decisions that balance and prioritize current operational demands, disruptions, and opportunities with the longer-term strategic vision of the organization.

Responsibilities

The Enterprise Architect plays a hugely significant role in shaping the ICT Strategy and its contents for the CIO.

The Architecture Domains in Transnet span 6 domains:

- Business
- Data/Information
- Applications
- Technology Infrastructure
- Integration
- Security

Deliver models(blueprint) that describe the current and future state of the enterprise

Identifying and analyzing the organization's Business drivers and business development strategies (to derive useful business context).

Analyzing the current IT ecosystem to detect critical deficiencies and Pain Points.

Recommending solutions for overall Business and Technology innovation and optimization/improvement that will increase sustainability and prepare for future expansion.

Align with the organization's technology and governance strategies, policies, and standards – or direct necessary changes to these.

Delivering transition views (models) that are an interim view, in between the current state and a future state.

Oversight and Guidance of the Integration of the Architecture Domains

Ensuring that the architecture of the enterprise is optimized, all Architecture Domains (Business Architecture, Data Architecture, Application architecture, Technology Architecture) must integrate (and inter-operate) in a cost-effective manner, with minimum effort and maximum benefit to the organization.



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Provide vision and insight to proactively assist in defining the direction for projects

Guiding the technology, design patterns, design constructs, and the (re-usable) solution building blocks that make up a Solution Architecture, defining a conceptual Solution Architecture.

Deliver Innovation and Optimization

Keeping up to date with and having a clear understanding of the capabilities and benefits of new/emerging technologies to apply same in a business context.

Business Case Development

Aid in business case development (i.e., research, data collection). Provide factual content to the feasibility studies that are needed for standard development projects and enhancements.

Qualifications and Experience

- B Degree in Information Technology or National Diploma in Information Technology or related in commercial or Technical (NQF 6/7).
- 5 years of experience in IT, with a minimum of two years in Business Process Design.
- TOGAF Certification.
- Experience with process redesign methods and tools.
- Three to five years of demonstrated management / supervisory experience in system management.



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Appendix F

Role Description: Data Architect

Purpose

The Information/Data Architect is responsible for the overall design of the enterprise information architecture, across multiple data types (structured, semi-structured, and unstructured), balancing the need for access against security and performance requirements. This individual focuses primarily on enterprise information requirements: design, access, usage, and stewardship. The position also requires an understanding of emerging regulatory issues surrounding information assets (such as consumer privacy laws, data retention policies, outsourced data, and specific industry guidelines — especially in healthcare, insurance, and banking). Also included are the developments or use of process models, creation or use of information or target data models, interface designs, and development of internal and external checks and controls to ensure proper governance, security, and quality of information assets.

Responsibilities

- Translate strategic requirements into a usable enterprise information architecture, which may include an enterprise data model, associated metamodel, common business vocabulary, ontologies, and taxonomies, which will then be used to guide enterprise solution development and achieve consistency of information assets across the application portfolio.
- Develop a metadata management and repository strategy to manage all enterprise information architecture project artefacts.
- When necessary, oversee mapping of enterprise information architecture models to package application models, to determine impact or assess the suitability of vendor solutions to enterprise information architecture requirements.
- Facilitate the mapping and auditability of information assets as they flow from upstream legacy, package, or custom development and interfaces to downstream analytical applications, thus ensuring optimal transparency, quality, consistency, and controlled redundancy across the enterprise.
- Facilitate the definition of integrative and canonical views of data or information across multiple content types (structured, semi-structured, XML, or unstructured) to support convergence of information asset migration planning or impact analysis.
- Participate in the definition of technical standards and guidelines that pertain to data and information use, security, access, and governance (including defining accountabilities in support of data quality mandates).
- Ensure existing data/information assets are identified, stewarded, and leveraged across the enterprise.
- Ensure the enterprise information architecture maps to the enterprise architecture.



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- Ensure a focus on information/data quality by developing and publishing enterprise data standards such as a common business vocabulary, naming conventions, data standards, transformation rules, and related enterprise consistency specifications.
- Construct, refine, and maintain information models, as needed, to meet business requirements.
- Ensure timely and appropriate information models exist to aid projects.
- Develop a model management strategy in support of enterprise reuse and data-sharing objectives.
- Validate audit objectives and assist with the creation of audit plans to ensure continued data integrity and transparency.
- Establish guidelines for reporting procedures on the reuse of enterprise information architecture artefacts.
- Analyze information to evaluate the effectiveness of controls, determine the accuracy of reports, and monitor the efficiency and security of operations.
- Review audit reports to ensure findings and recommendations are acted on.
- Coordinate new development activities and ensure they are consistent and well-integrated with the established enterprise information architecture, using metadata management and/or a repository to promote reuse and standards adoption.
- Facilitate consistent business analysis, information acquisition, analysis and design, data access analysis and design, archiving and recovery strategies, security, and change management at the enterprise level.
- Assist in post-implementation continuous-improvement efforts to enhance performance and provide increased functionality.
- Participate in key project design reviews as part of the methodology process to ensure application designs adhere to enterprise information architecture guidelines.
- Review corporate data sources for new business information and better sources of data feeds.
- Interface with the business community and provide ongoing status reports.
- Monitor regulatory guidelines (such as consumer privacy issues) to determine impact on enterprise information architecture.
- Monitor compliance and related guidance (such as data retention and audit requirements) to determine impact on enterprise information architecture.
- Monitor emerging industry standards (such as XML, RDF, OWL, and XBRL) to determine impact on enterprise information architecture



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Qualifications and Experience

- B Degree in Information Technology or National Diploma in Information Technology or related in commercial or Technical (NQF 6/7).
- TOGAF Certification.
- Experience with process redesign methods and tools.
- 5 years of experience in IT, with a minimum of two years in information systems design.
- Three to five years of demonstrated management / supervisory experience in system management.
- In-depth experience designing and implementing information solutions.
- Knowledgeable in the design and construction of information architectures that enable well-integrated transactional, collaborative, and analytical systems.
- Data/information modelling expertise at the enterprise level.
- Understanding of differences between relational modelling and object modelling.
- Understanding of taxonomies and ontologies, as well as the challenges of applying structured techniques (data modelling) to less structured sources.
- Understanding of metamodels.



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Appendix G

Role Description: Business Analyst

Purpose

To enable change in an organizational context, by defining business needs and recommending solutions that deliver value to business stakeholders and customers.

Responsibilities

- Liaison - Establish and maintain a liaison relationship between the various functional areas of the business and ICT (solution providers). Seek opportunities to improve and deepen the relationship between ICT and business stakeholders. This is required to provide effective solutions.
- Planning - Conduct data gathering and analysis to understand business strategy requirements. May contribute to the business's short- and long-term planning sessions. Provide direction within ICT (solution providers) to ensure their understanding of business goals and direction. Provide input from a business and ICT perspective.
- Business Requirements Management - Assess user/stakeholder needs by utilizing a structured Requirements Management Process (gathering, analyzing, documenting, and managing changes) to assist in identifying business priorities. Develop, write, and communicate business requirements and functional specifications for the implementation of business solutions. Analyze user/stakeholder operations to understand their strengths and weaknesses, to determine opportunities for improvement.
- To ensure that the TPT systems are globally accepted by ensuring they are commercially attractive and competitive.
- Business Process Management - Document current business processes and models. Assist in the business process redesign and document as needed. Provide recommendations for business process redesign and the documentation as needed for new technology.
- Business Case Development - Aid in business case development (i.e., research, data collection). Provide factual content to the feasibility studies that are needed for standard development projects and enhancements.
- Testing - Assist in the development of user test cases and validate the test results during testing of the solutions aimed at closing gaps in the business processes.
- Problem Solving - Investigate problems and develop recommendations for resolution. Identify the need for technical assistance that will assist in problem resolution.
- User/Stakeholder Support - Keep user/stakeholder informed of problems, issues, and resolutions. Analyze performance metrics in order to ensure user/stakeholder satisfaction. Manage client expectations. Ensure solutions meet user/stakeholder needs.
- Playing a significant role in driving and supporting innovation projects with the Innovation Department



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Qualifications and Experience

- B Degree in Information Technology or National Diploma in Information Technology (NQF 6/7).
- 5-7 years of relevant technical and business work experience.
- Requires experience/in-depth knowledge of business operations, systems requirements, and processes in the port operations or logistics sector is desirable.



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Appendix H

Role Description: Business Intelligence Developer

Purpose

- The Business Intelligence (BI) Developer is responsible for the design, development, release, maintenance, and support of all TPT dashboards and reports developed from its data warehouse and any associated data stores, systems, applications, or services. They will be responsible for designing, developing, and maintaining BI solutions and models using Microsoft Power BI and other BI tools in the organization. They will also be responsible for crafting and executing queries upon request for data and presenting information through reports and visualization.
- The BI Developer will use the latest technologies to deliver end-to-end solutions that address business needs and challenges by engaging in a range of analytical projects.
- This individual works closely with customers (internal and external), vendors/service providers, colleagues, and other stakeholders to identify and maximize opportunities for using data warehouse systems to improve business processes, promote the strategic use of information technology across TPT, and enable the workforce to use leading technologies.
- The incumbent will provide input into the leadership vision and direction for data warehouse/data mart systems, which are also referred to as business intelligence systems, ensuring support of TPT's business objectives and requirements. A key responsibility is ensuring organizational balance and system coherence between desktop/client and data warehouse back-end processing activities.
- The role involves advising the team that designs the data warehouse; constructing and maintaining the data processing back end; ensuring the currency, quality, and integrity of the data in the data warehouse; and providing consistency and synchronization across all platforms. The incumbent will work with Enterprise Architects (EA) and Business Analysts (BA) in developing requirements and design specifications and then refining the conceptual systems design requirements into a technical design. The incumbent will ensure that the data processing performance of the data warehouse meets Transnet Port Terminal's needs and SLAs and is accountable for developing data warehouse information security standards, procedures, and guidelines and for implementing programs for user awareness, training, and compliance monitoring.
- Business intelligence (BI) developers must be data experts, as they will be required to work with databases and different types of visualization software like
- Microsoft Power BI to develop and fine-tune ICT solutions. This will include designing, coding, testing, debugging, and implementing newly developed solutions and tools. The BI developer will be required to spend time researching and planning solutions for existing problems within the company. The BI developer will be responsible for building OLAP data models for multidimensional analysis of business data and providing the capability for complex calculations and trend analysis. They will also be required to work with both relational and multidimensional databases. A Lead BI developer may be responsible for managing other BI resources in the ICT department, as project requirements may require, and in line with the strategic direction of the lead EA.



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Responsibilities

- Liaison - Establish and maintain a liaison relationship between the various functional areas of the business and ICT (solution providers). This is required to deliver more effective solutions to our customers.
- Planning - Contribute to the business's short- and long-term BI planning sessions. Provide expertise in the planning and design of a BI capability within TPT, influencing EA decisions.
- Business Requirements Management – Conduct customer engagements to gather report and dashboard requirements and translate those into a technical specification.
- Design – Create effective and sustainable BI solution designs to satisfy customer and/or strategic requirements.
- Build – Build and deploy BI solutions according to defined technical specifications.
- Support – Maintain and support the BI environment and all developed dashboards and reports, including the ongoing updates of all technical documents. Keep the user/stakeholder informed of problems, issues, and resolutions. Analyze performance metrics to ensure user/stakeholder satisfaction. Manage client expectations. Ensure solutions meet user/stakeholder needs.
- Testing - Assist in the development of user test cases and validate the test results during unit testing.
- Problem Solving - Investigate problems and develop recommendations for resolution. Identify the need for technical assistance that will assist in problem resolution.
- Other Outputs:
- Create business intelligence tools and reports, such as physical data models and dimensional analyses.
- Design, code, test, and aggregate results from SQL queries to provide information to users.
- Create technical documents to document Oracle or other database contents, concepts, and mapping between databases.
- Participate in the design, development, and analysis of data architecture and warehousing approaches.

Position Challenges

- Predictive analytics for asset utilization and revenue creation
- Data insights on operations and customers
- Optimizing business processes through data insights
- Manage challenges encountered during the provisioning/development of the solution aimed at addressing requirements.
- Manage challenges with Change Management during solution deployments.
- Manage challenges during UAT (User Acceptance Testing) of the solution.

Decision Making

- Maintaining professional networks within organizational boundaries. Maintaining professional networks beyond organizational boundaries. Obtaining and sharing information, ideas, and problems. Soliciting advice, support, championship, sponsorship, and commitment that results in smooth transitions of change, as well as the development of mutually acceptable solutions.
- Using his/her understanding of business functions to analyze, design, and develop technical strategies and specifications for Business Intelligence, assessing benefits, risks, and costs.



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- Providing informative and innovative recommendations to businesses by keeping abreast of developments and new technologies, and processes in the BI domain.
- The ability to analyze new trends and apply the knowledge within best practice.
- Translating current information into improvement activities that enhance performance.

Qualifications and experience

- B Degree in Information Technology or National Diploma in Information Technology (NQF 6/7).
- 5 - 7 years of relevant technical and business work experience in the Business Intelligence domain.
- Microsoft Power BI dashboard and report development.
- Financial and Management reporting principles.
- SQL Server Reporting Services (SSRS)
- SQL Server Integration Services (SSIS)
- SQL Server Analysis Services (SSAS)
- SQL queries
- Microsoft Azure Data Technology stack
- Requires experience/in-depth knowledge of data design and system integration.
- Experience in Agile methodology is advantageous.
- Certification is desirable.



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APPENDIX I:

Role Description: Apex Oracle Developer

Purpose

The specification and design of IT solutions to meet defined business needs. The design, creation, testing, and documentation of new and amended programs from supplied specifications by agreed standards. Ensure smooth operations of relevant IT systems that complement the business.

Responsibilities

- Define system requirements, design specifications, and systems documentation.
- Data modelling, procedural and technical designs according to application development methods, techniques, and Standards.
- Structured reviews and software testing.
- Systems Implementation, Training, and Support.
- Cost estimation, feasibility studies, and other budget requirements.
- Project Management and Execution.
- Develop APEX-based web applications to assist customers in daily processing.
- Enhance applications with new required functionality and correct errors in applications when required.
- Develop requirements and specifications to support business needs.
- Develop and enhance JavaScript in APEX applications using either external JavaScript files or dynamic actions in APEX pages.
- Mentor other developers in Oracle development standards.
- Assist in executing other tasks of the Information Security, Governance, Risk, and Compliance function, as and when required.

Qualifications and Experience

- B Degree in Information Technology or National Diploma in Information Technology (NQF 6/7).
- 3-5 years of development experience in Oracle / APEX
- 3-5 years of Java development experience

Essential Requirements:

- To independently manage all aspects related to Oracle APEX development and support.
- Strong front-end Oracle Apex Development skills, Database management skills including integration, backup, and recovery, best practices in a high-availability environment.
- Strong skills in maintenance tools and best practices processes.



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APPENDIX J:

Role Description: Senior Apex Oracle Developer

Purpose

The specification and design of IT solutions to meet defined business needs. The design, creation, testing, and documentation of new and amended programs from supplied specifications by agreed standards. Ensure smooth operations of relevant IT systems that complement the business.

Responsibilities

- Define system requirements, design specifications, and systems documentation.
- Data modelling, procedural and technical designs according to application development methods, techniques, and Standards.
- Structured reviews and software testing.
- Systems Implementation, Training, and Support.
- Cost estimation, feasibility studies, and other budget requirements
- Project Management and Execution.
- Develop APEX-based web applications to assist customers in daily processing.
- Enhance applications with new required functionality and correct errors in applications when required.
- Develop requirements and specifications to support business needs.
- Develop and enhance JavaScript in APEX applications using either external JavaScript files or dynamic actions in APEX pages.
- Mentor other developers in Oracle development standards.
- Assist in executing other tasks of the Information Security, Governance, Risk, and Compliance function, as and when required.

Qualifications and Experience

- B Degree in Information Technology or National Diploma in Information Technology (NQF 6/7).
- 5-8 years of development experience in Oracle / APEX
- 5-8 years of Java development experience

Essential Requirements:

- To independently manage all aspects related to Oracle APEX development and support.
- Strong front-end Oracle Apex Development skills, Database management skills including integration, backup, and recovery, best practices in a high-availability environment.
- Strong skills in maintenance tools and best practices processes



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Appendix K:

Role Description: Solution Support Analyst

Purpose

We are looking for a strong Microservices technical lead/ Architect for the Cargo Connect Platform. The Technical Lead will be responsible for ensuring the successful development, delivery of Cargo Connect applications. Successfully maintaining the application, ensuring all bugs/defect closure before SLA, and leading the technical team.

Candidate should have 5+ Years of overall IT experience, including 2+ years of experience in Microservices and UI development/support in a cloud environment. 3+ years of experience in a team lead role. Candidate must have a good command of Java, React, and MongoDB.

- Must have hands-on experience in Microservices, Spring Boot, REST APIs-based web application development, and Databases.
- Basic understanding of React, React-native, or related front-end frameworks for web and native apps development.
- Must understand application hosting in cloud-based or managed hosting environments, Kubernetes, and Azure.

The lead will work very closely alongside the developers and the project manager.

Must have proven experience in managing a team, and completion of tasks to strict timelines. Must have experience in a cloud or managed hosting environment. It would be desirable. Professional communication skills, written & verbal ability to self-teach and expand knowledge. The specification and design of IT solutions to meet the system integration requirements of TPT. These include - Integration between TPT systems, Integration between TPT systems and those of other Transnet business units, Integration between TPT systems and the systems of our customers, the design, creation, testing, and documentation of new and amended programs from supplied specifications by agreed standards. Ensure smooth operations of relevant IT systems that complement the business.

Responsibilities

- Define and design system integration requirements.
- Design specifications and systems documentation.
- Data modelling, procedural and technical designs according to application development methods, techniques, and standards.
- Build and Implementation of system integration solutions.
- Structured reviews and software testing.
- Systems Implementation.



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Training and Support.

- Cost estimation, feasibility studies, and other budget requirements.
- Project Management and Execution.
- Management and Leadership.
- Customer interaction and engagement.
- Evaluate new technologies and industry practices to ensure continuous improvements in department capabilities.

Qualifications and Experience

- B Degree in Information Technology or National Diploma in Information Technology (NQF 6/7).
- 5+ Years' experience in Microservices and UI development
- 3+ Years' experience as a team lead
- Experience in managed hosting environments, Kubernetes, and Azure
- Demonstrable experience in Java, React, and MongoDB is advantageous
- SQL competency is advantageous



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Appendix L:

Role Description: SharePoint Analyst

Purpose

The main role of this position is to provide, develop, improve, and support Enterprise Content Management systems (SharePoint), which consist of the following application areas:

- Document Management System (DMS)
- Records Management System (RMS)
- Internet Website
- Intranet Website
- Mobility Content

The incumbent is responsible for all aspects of these systems pertaining to the implementation, research, development, and roll-out of these systems.

The incumbent applies System analysis and Design skills to provide integrated solutions in a multi-platform environment.

Responsibilities

- Provide technical expertise within the ICT department, as a member of a project team as well as a member of the Production Support team, in the solution evaluation, design, development, and implementation of business applications and enhancements.
- Development of design technical specifications from the functional specification and formulation and defining application scope and objectives.
- Devise and modify procedures to solve business problems
- Provide technical consulting support on project or system issues.
- Develop business relationships and integrate activities across other department functions to ensure successful implementation and support of the project and enhancement efforts.
- Continuously analyze business processes and provide improvements to the design to ensure optimized business flow.
- Perform research on application software packages and make recommendations to management.
- Collaborate with IT team members, customers, and stakeholders in new product reviews, tests, and pilots.
- Implementation and adherence to all aspects of change-control.
- Identify conflicting business practices and integration issues, suggesting alternative solutions.
- Overall availability, system performance, and capacity monitoring to adhere to agreed S.L.A.s
- Implementation and adherence to all aspects of Quality assurance of all system functionality.
- Planning, monitoring, managing, and reporting to management on the status of development efforts.
- Compilation and maintenance of all system-related documentation.

Qualifications and Experience

- B Degree in Information Technology or National Diploma in Information Technology or related in commercial or Technical (NQF 6/7).



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- 5 years' IT-relevant experience and training in SharePoint



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APPENDIX M:

Role Description: SQL Database Administrator

Purpose

To deliver expertise in SQL Server database and associated products. The services include and may not be limited to design, installation, configuration, implementation, monitoring, optimization, and maintenance of the operational systems and SQL Server databases. The role includes the need to establish and maintain IT General Controls to ensure the security and sustainability of these systems and their databases.

Responsibilities

The responsibilities of the SQL Database Administrator are as follows:

- Establish, monitor, and maintain backup and recovery policies and procedures that are auditable and approved by internal and external governance controls.
- Manage the change control procedure for the database environment, which includes review and approval of database-related changes.
- Document and maintain an up-to-date knowledge base for the position functions.
- Implement and maintain database security (Management of the roles, users, and privileges assigned).
- Implementation and execution of IT General Controls.
- Perform detailed analysis and tuning of the databases to ensure optimal performance of the systems. Management of the tables, indexes, jobs, and health checks.
- Installation, configuration, upgrade, and management of SQL Databases.
- Perform all SQL Server Database maintenance and support tasks. Including support for the application analysts.
- Troubleshoot SQL Server service outages as they occur, including after-hours and during weekends.

Qualifications and Experience

The supplier and resource must have expert experience in the field and the service. Experience with enterprise-scale SQL Server Databases is crucial.

The following is an indication of the preferred skills:

- B Degree in Information Technology or National Diploma in Information Technology (NQF 6/7).
- Certification in SQL Server Database Administration.
- Minimum of three (3) years SQL Server Database Administration experience.
- Experience in upgrades of SQL Server Databases to SQL Server 2014 and above will be highly advantageous.
- Experience in high availability configurations.



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APPENDIX N:

Role Description: SAP Project Systems Analyst

Purpose

The position contributes to the development, implementation, and execution of the SAP Project Systems Analyst processes and works with business process owners in developing appropriate strategies, tactics, and technology enablers for the Project Systems Analyst. The primary purpose of this position is to develop, configure, lead, and advise on business process improvement on the ICT SAP IM/PS enablement initiatives/solutions to meet business requirements effectively, efficiently, on time, and with the required quality assurance.

Responsibilities

- Provides functional support to business end users.
- Understand client requirements, provide solutions, and configure the system accordingly.
- Ensure that system configuration, training, and support documentation are developed, maintained, and kept effective by the changing application solution.
- Develop business functional specifications and technical specifications for all new developments.
- Utilizes one's business experience, subject knowledge, and skills to assess and advise on solutions and alternatives, hence converting business requirements for functional solutions.
- Effective working relationships with partners, IT/Business Analysts, and other business teams.
- Collaborates with business and team and provides project management/ team lead role on project deliverables from concept to implementation.
- Develop high-value solutions through an understanding of business requirements, industry standards, and best practices as well as compliance with governance procedures and standards.
- Fosters sound relationships with internal and external stakeholders and be able to discuss and influence decision-making.
- Planning and executing SAP Project Systems Analyst Implementation and development activities.
- Research, develop, and implement strategies for continuous quality improvements and effective use of systems.
- Plan and prioritize long-term TPT-specific and transversal project initiatives in line with business requirements.
- Ensure compliance with industry-accepted development methodologies and use of specialized tools and techniques.
- Research industry-specific solutions as part of continuous improvement and innovation
- Prepare business case proposals and requirements specifications.



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- Assist with SAP Project Systems Analyst Data mapping to other systems.
- Manage incident and change processes, ensuring effective service delivery by SLAs.
- Provide SAP Project Systems Analyst second-line support to the business.
- Perform system unit and integration testing.
- Support Other Modules of knowledge, such as FICO, MM, and PM, where applicable.
- Recording of incident and call management.

Qualifications and Experience

- B Degree in Information Technology or National Diploma in Information Technology (NQF 6/7).
- At least 5 years of SAP application support experience.
- Preferably with 1 Year supervisory or specialist experience.
- Relevant SAP certification.
- Sound knowledge of SAP integration areas.
- Additional SAP Skills in cross-functional areas and technologies.
- Advantageous: Transnet Leadership Development Programme.



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APPENDIX O:

Role Description: SAP FICO System Analyst

Purpose

To manage and improve the overall effectiveness of the SAP module through continuous improvement and new development initiatives. Provide functional leadership, support, and guidance to both business and IT by driving change, transferring knowledge, and growing skills.

Responsibilities.

- Provides functional support to business end users.
- Ensure that system configuration, training, and support documentation are developed, maintained, and effective by the changing application solution.
- Utilizes one's business experience, subject knowledge, and skills to assess and advise on solutions and alternatives, hence converting business requirements to functional solutions.
- Provides detailed analysis and design specifications of recommended solutions
- Collaborates with business and team and provides project management/ team lead role on project deliverables from concept to implementation.
- Develop high-value solutions through an understanding of business requirements, industry standards, and best practices, as well as compliance with governance procedures and standards.
- Fosters sound relationships with internal and external stakeholders and can discuss and influence decision-making.
- Contributes as an SME, leads team members, and serves as a mentor to the team, ensuring skills growth and transfer of knowledge.
- Research, develop, and implement strategies for continuous quality improvements and effective use of systems.
- Plan and prioritize long-term TPT-specific and transversal project initiatives in line with business requirements.
- Ensure compliance with industry-accepted development methodologies and use of specialized tools and techniques.
- Research of industry-specific solutions as part of continuous improvement and innovation.
- Prepare business case proposals and requirements specifications.
- Lead and utilize fellow team members in various project initiatives.
- Assist in the planning of the technical roadmap – analyzing, testing, and implementing product enhancement sets and creating user awareness and training.
- Manage incident and change processes, ensuring effective service delivery by SLAs.



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Qualifications and Experience

- B Degree in Information Technology or National Diploma in Information Technology or related in commercial or Technical (NQF 6/7).
- At least 5 years of SAP application support experience.
- 2 years of System configuration.
- SAP certification.
- Proven expertise in SAP integration areas.
- Additional SAP Skills in cross-functional areas and technologies.



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APPENDIX P:

Role Description: SAP Security & Authorization Officer

Purpose

The position contributes to the development, implementation, and execution of the SAP security and authorization processes and works with business process owners in developing appropriate strategies, tactics, and technology enablers for authorizations.

An SAP Security & Authorization Officer ensures that proper security is implemented within the TPT systems to support proper segregation of duties, maintain configurable controls, and restrict developer access and access to sensitive transactions and data. They are also responsible for planning, coordinating, and implementing SAP ECC6 and/or S4Hana security measures, which are in line with audit compliance & best practices, within the TPT SAP landscape.

Responsibilities

- Identify and test the controls and, where appropriate, suggest additional controls that may be established to maintain the confidentiality, integrity, and availability of information within the SAP ECC and/or S4Hana systems.
- Evaluate and track technical (risk and security) issues for projects and report exceptions by participating in key project decision-making committees.
- Ensure that system configuration, training, and support documentation are developed, maintained, and kept effective by the changing application solution.
- Provide technical leadership, management, and direction of the SAP ECC6 and/or S4Hana Security infrastructure, systems, or platforms to ensure that service level agreements and performance objectives are met.
- Utilizes one's business experience, subject knowledge, and skills to assess
- and advise on solutions and alternatives, hence converting business requirements to functional solutions.
- Design, configuration & maintenance of the SAP security systems to support both business and project team requirements.
- Collaborates with business and team and provides project management/ team lead role on project deliverables from concept to implementation.
- Develop high-value solutions through an understanding of business requirements, industry standards, and best practices, as well as compliance with governance procedures and standards.
- The provisioning/de-provisioning of SAP authorizations, as well as security role/profile development and maintenance.
- Research, develop, and implement strategies for continuous quality Improvements and effective use of systems.
- Plan and prioritize long-term TPT-specific and transversal project initiatives in line with



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business requirements.

- Ensure compliance with industry-accepted development methodologies and specialized tools and techniques.
- Research of industry-specific solutions as part of continuous improvement and innovation.
- Prepare business case proposals and requirements specifications.
- Develop & maintain SAP security policies & procedures, technical documentation, and audit reports as required.
- Monitor & manage the effectiveness of the overall authorization concepts
- and provide input and advice on continuous improvements
- Investigate & analyze security incidents regarding TPT SAP system breaches & escalation of security incidents & issues.
- Auditing and monitoring of standards and control measures to assess their effectiveness, using key indicators such as audit reports.
- Ensure segregation of duties issues are addressed & resolved.
- Periodic review and revision of application security roles to accommodate the changing needs of the business.
- Establish security for all SAP users, which protects system integrity and allows appropriate access to each user.
- Perform authorization traces in the different systems, as needed to resolve issues.
- Support the activities of Internal/External audits utilizing the tools within SAP.
- Train new SAP authorization Administrators.

Qualifications and Experience

- B Degree in Information Technology or National Diploma in Information Technology (NQF 6/7).
- At least 5 years of SAP application support experience.
- Preferably with 1 Year supervisory or specialist experience.
- Relevant SAP certification.
- Proven expertise in SAP integration areas.
- Additional SAP Skills in cross-functional areas and technologies.
- Advantageous: Transnet Leadership Development Programme.



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Appendix Q

Role Description: SAP Basis/ Hana Administrator

Purpose

To manage and improve the overall effectiveness of the SAP module through continuous improvement and new development initiatives. Provide functional leadership, support, and guidance to both business and IT by driving change, transferring knowledge, and growing skills. An SAP Basis specialist provides technical support and high-level leadership for SAP systems. This typically includes establishing standards and requirements, evaluating, and directing enhancements or upgrades, implementing processes for performance monitoring, and system configuration, design, and implementation.

Responsibilities

- Provides functional support to business end users
- Ensure that system configuration, training, and support documentation are developed, maintained, and kept effective by the changing application solution.
- Support
- Utilizes one's business experience, subject knowledge, and skills to assess and advise on solutions and alternatives, hence converting business requirements to functional solutions.
- Provides detailed analysis and design specifications of recommended solutions.
-
- Collaborates with business and team and provides project management/ team lead role on project deliverables from concept to implementation
- Develop high-value solutions through an understanding of business requirements, industry standards, and best practices, as well as compliance with governance procedures and standards.
- Fosters sound relationships with internal and external stakeholders and can discuss and influence decision-making.
- Contributes as an SME, leads team members, and serves as a mentor to the team, ensuring skills growth and transfer of knowledge.
- Research, develop, and implement strategies for continuous quality improvements and effective use of systems.
- Plan and prioritize long-term TPT-specific and transversal project initiatives in line with business requirements.
- Ensure compliance with industry-accepted development methodologies and the use of specialized tools and techniques.
- Research industry-specific solutions as part of continuous improvement and innovation.
- Prepare business case proposals and requirements specifications
- Lead and utilize fellow team members in various project initiatives.
- Assist in the planning of the technical roadmap – analyzing, testing, and implementing



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product enhancement sets and creating user awareness and training.

- Manage incident and change processes, ensuring effective service delivery by SLAs

Qualifications and Experience

- B Degree in Information Technology or National Diploma in Information Technology (NQF 6/7).
- SAP Basis Certification.
- Experience with support packages upgrade and S4Hana.
- Five(5) to ten (10) years of experience as SAP Basis administrator, with a minimum of two years in S4Hana implementation/conversion project.
- Three (3) to five (5) years of demonstrated management / supervisory experience in system management.
- In-depth experience designing and implementing SAP solutions.
- Knowledgeable in installing and configuring all SAP systems and applications (including configuring printers and other devices).
- Backing up and restoring data (including disaster recovery (DR) and tape drives.



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APPENDIX R:

Role Description: SAP Systems Analyst: SD

Purpose

To manage and improve the overall effectiveness of the SAP module through continuous improvement and new development initiatives. Provide functional leadership, support, and guidance to both business and IT by driving change, transferring knowledge, and growing skills.

Responsibilities

- Provides functional support to business end users
- Ensure that system configuration, training, and support documentation are developed, maintained, and effective by the changing application solution.
- Utilizes one's business experience, subject knowledge, and skills to assess and advise on solutions and alternatives, hence converting business requirements to functional solutions.
- Provides detailed analysis and design specifications of recommended solutions.
- Collaborates with business and team and provides project management/ team lead role on project deliverables from concept to implementation.
- Develops high-value solutions through an understanding of business requirements, industry standards, and best practices, as well as compliance with governance procedures and standards.
- Fosters sound relationships with internal and external stakeholders and can discuss and influence decision-making.
- Contributes as an SME and leads team members and serves as a mentor to the team, ensuring skills growth and transfer of knowledge.
- Research, develop, and implement strategies for continuous quality improvements and effective use of systems.
- Plan and prioritize long-term TPT-specific and transversal project initiatives in line with business requirements.
- Ensure compliance with industry-accepted development methodologies and use of specialized tools and techniques.
- Research of industry-specific solutions as part of continuous improvement and innovation.
- Prepare business case proposals and requirements specifications.
- Lead and utilize fellow team members in various project initiatives.
- Assist in planning the technical roadmap – analyzing, testing, and implementing product enhancement sets and creating user awareness and training.
- Manage incident and change processes, ensuring effective service delivery by SLA's.



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Qualifications and Experience

- B Degree in Information Technology or National Diploma in Information Technology or Commercial or Technical bachelor's degree (NQF 6/7).
- At least 5 years of SAP application support experience.
- SAP certification.
- Sound knowledge of SAP integration areas.



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APPENDIX S:

Role Description: SAP Sales & Distribution Analyst

Purpose

The position contributes to the development, implementation, and execution of the SAP Sales & Distributions processes and works with business process owners in developing appropriate strategies, tactics, and technology enablers for Sales & Distributions.

Incumbents communicate SAP SD capabilities and possibilities to designated functional areas, while seeking ways to collaborate with IT members (the Architects, Business Analysts, and Business Relationship Managers, in particular) to facilitate transitions.

Responsibilities

- Provides functional support to business end users.
- Understand client requirements, provide solutions, and configure the system accordingly.
- Ensure that system configuration, training, and support documentation are developed, maintained, and kept effective by the changing application solution.
- Develop business functional specifications and technical specifications for all new developments.
- Utilizes one's business experience, subject knowledge, and skills to assess and advise on solutions and alternatives, hence converting business requirements to functional solutions.
- Effective working relationships with partners, IT/Business Analyst, and other business teams.
- Collaborates with business and team and provides project management/ team lead role on project deliverables from concept to implementation.
- Develops high-value solutions through an understanding of business requirements, industry standards, and best practices, as well as compliance with governance procedures and standards.
- Fosters sound relationships with internal and external stakeholders and can discuss and influence decision-making.
- Planning and executing SAP SD implementation and development activities.
- Research, develop, and implement strategies for continuous quality improvements and effective use of systems.
- Plan and prioritize long-term TPT-specific and transversal project initiatives in line with business requirements.
- Ensure compliance with industry-accepted development methodologies and use of specialized tools and techniques.
- Research of industry-specific solutions as part of continuous improvement and innovation.
- Prepare business case proposals and requirements specifications
- Assist with SAP SD data mapping to other systems.
- Manage incident and change processes, ensuring effective service delivery by SLA's
- Provide SAP SD second-line support to the business
- Perform system unit and integration testing.



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- Support Other Modules of knowledge, such as FICO, MM, PS, where applicable.
- Recording of incident and call management.

Qualifications and Experience

- B Degree in Information Technology or National Diploma in Information Technology (NQF 6/7), or related in commercial or Technical.
- At least 5 years of relevant SAP application support experience.
- 2 years of system configuration.
- Relevant SAP certification.
- Sound knowledge of SAP integration areas.
- Additional SAP Skills in cross-functional areas and technologies



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APPENDIX T:

Role Description: SAP ABAP Analyst

Purpose

The position contributes to the development, implementation, and execution of the SAP ABAP processes and works with business process owners to develop appropriate strategies, tactics, and technology enablers for ABAP.

An SAP ABAP developer adapts the Advanced Business Application Programming (ABAP) language to create Systems Applications and Products in Data Processing (SAP) modules to follow customers' requirements. SAP developers work extensively with code and can analyze and identify coding errors or discrepancies.

Responsibilities

- Provides functional support to business end users.
 - Understand client requirements, provide solutions, and configure the system accordingly.
 - Ensure that system configuration, training, and support documentation are developed, maintained, and effective by the changing application solution.
-
- Develop business functional specifications and technical specifications for all new developments.
 - Utilizes one's business experience, subject knowledge, and skills to assess and advise on solutions and alternatives, hence converting business requirements to functional solutions.
 - Effective working relationships with partners, IT/Business Analyst, and other business teams.
 - Collaborates with business and team and provides project management/ team lead role on project deliverables from concept to implementation
 - Develops high-value solutions through an understanding of business requirements, industry standards, and best practices, as well as compliance with governance procedures and standards.
 - Fosters sound relationships with internal and external stakeholders and can discuss and influence decision-making.
 - Planning and executing SAP ABAP Implementation and development activities.
 - Research, develop, and implement strategies for continuous quality improvements and effective use of systems.
 - Plan and prioritize long-term TPT-specific and transversal project initiatives in line with business requirements.
 - Ensure compliance with industry-accepted development methodologies and use of specialized tools and techniques.
 - Research of industry-specific solutions as part of continuous improvement and innovation.



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- Prepare business case proposals and requirements specifications
- Assist with SAP ABAP Data mapping to other systems.
- Manage incident and change processes, ensuring effective service delivery by SLA's
- Provide SAP ABAP second-line support to the business
- Perform system unit and integration testing.
- Support Other Modules of knowledge, such as FICO, MM, PS, where applicable
- Recording of incident and call management

Qualifications and Experience

- B Degree in Information Technology or National Diploma in Information Technology (NQF 6/7).
- At least 5 years of relevant SAP application support experience
- 2 years of system configuration
- Relevant SAP certification
- Sound knowledge of SAP integration areas
- Additional SAP Skills in cross-functional areas and technologies.



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APPENDIX U:

Role Description: SAP Project Systems Analyst

Purpose

The position contributes to the development, implementation, and execution of the SAP Project Systems Analyst processes and works with business process owners to develop appropriate strategies, tactics, and technology enablers for Project Systems Analyst.

The main purpose of this position is to develop, configure, lead, and advise on business process improvement on the ICT SAP IM/PS enablement initiatives/solutions to meet business requirements effectively, efficiently, on time, and with the required quality assurance.

Responsibilities

- Provides functional support to business end users.
- Understand client requirements, provide solutions, and configure the system accordingly.
- Ensure that system configuration, training, and support documentation are developed, maintained, and effective by the changing application solution.
- Develop business functional specifications and technical specifications for all new developments.
- Utilizes one's business experience, subject knowledge, and skills to assess and advise on solutions and alternatives, hence converting business requirements to functional solutions.
- Effective working relationships with partners, IT/Business Analyst, and other business teams.
- Collaborates with the business and team and provides project management/ team lead role on project deliverables from concept to implementation.
- Develops high-value solutions through an understanding of business requirements, industry standards, and best practices, as well as compliance with governance procedures and standards.
- Fosters sound relationships with internal and external stakeholders and can discuss and influence decision-making.
- Planning and executing SAP Project Systems Analyst Implementation and development activities.
- Research, develop, and implement strategies for continuous quality improvements and effective use of systems.
- Plan and prioritize long-term TPT-specific and transversal project initiatives in line with business requirements.
- Ensure compliance with industry-accepted development methodologies and the use of specialized tools and techniques.
- Research of industry-specific solutions as part of continuous improvement and innovation.
- Prepare business case proposals and requirements specifications.
- Assist with SAP Project Systems Analyst Data mapping to other systems.
- Manage incident and change processes, ensuring effective service delivery by SLA's.
- Provide SAP Project Systems Analyst second-line support to the business.



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- Perform system unit and integration testing.
- Support Other Modules of knowledge, such as FICO, MM, PM, where applicable
- Recording of incident and call management

Qualifications and Experience

- B Degree in Information Technology or National Diploma in Information Technology (NQF 6/7).
- At least 5 years of SAP application support experience.
- Preferably with 1 Year of supervisory or specialist experience.
- Relevant SAP certification, Sound knowledge of SA integration areas.
- Additional SAP Skills in cross-functional areas and technologies.
- Advantageous: Transnet Leadership Development Programme
- Recognition of Competency: Number of years with lower level



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APPENDIX V:

Role Description: Web Methods Integration Developer (Web Methods)

Purpose

The specification and design of IT solutions to meet the system integration requirements of TPT. These include - Integration between TPT systems, Integration between TPT systems and those of other Transnet business units, integration between TPT systems and the systems of our customers, and the design, creation, testing, and documentation of new and amended programs from supplied specifications by agreed standards. Ensure smooth operations of relevant IT systems that complement the business.

Responsibilities

- Define and design system integration requirements.
- Design specifications and systems documentation.
- Data modeling, procedural, and technical designs according to application development methods, techniques, and standards.
- Build and Implementation of system integration solutions.
- Structured reviews and software testing.
- Systems Implementation.
- Training and Support.
- Cost estimation, feasibility studies, and other budget requirements.
- Project Management and Execution.
- Management and Leadership.
- Customer interaction and engagement.
- Evaluate new technologies and industry practices to ensure continuous improvements in department capabilities.

Qualifications and Experience

- B Degree in Information Technology or National Diploma in Information Technology (NQF 6/7).
- 3-5 Years Web Methods development
- Java development is advantageous
- SQL competency is advantageous
- Web Methods Product suite (Designer, IS, MWS, Broker, etc.)
- Systems Integration via Web Services, JSON, RFC, IDOC, XML, JMS, EDIFACT
- Enterprise Communications Standards: AS1, AS2, AS3

APPENDIX W:



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Role Description: Android Mobile Developer

Purpose

Responsible for the development and maintenance of applications aimed at various types of Android devices. Your primary focus will be the development of Android applications and their integration with back-end services (Oracle database). You will be working alongside other engineers and developers working on different layers of the infrastructure and applications. Therefore, commitment to collaborative problem-solving, sophisticated design, and creating quality products is essential.

Responsibilities

- Translate designs and wireframes into high-quality code
- Design, build, and maintain high-performance, reusable, and reliable Java code
- Ensure the best possible performance, quality, and responsiveness of the application
- Identify and correct bottlenecks and fix bugs
- Help maintain code quality, organization, and automation

Qualifications and Experience

- B Degree in Information Technology or National Diploma in Information Technology (NQF 6/7).
- Oracle Certification
- 3-5 years of development experience in Oracle / APEX
- Strong knowledge of Android SDK/ Android Studio, different versions of Android, and how to deal with different screen sizes
- Familiarity with RESTful APIs to connect Android applications to back-end services hosted on Oracle Database Platforms
- Strong Java, JavaScript, and Ruby development
- Deep understanding of XML application
- Strong knowledge of Android UI design principles, patterns, and best practices
- Experience with offline storage, threading, and performance tuning
- Ability to design applications around natural user interfaces, such as "touch"
- Familiarity with the use of additional sensors, such as gyroscopes and accelerometers
- Ability to integrate with the device camera to take still images or read barcodes and Translate them within the system.
- Knowledge of the open-source Android ecosystem and the libraries available for common tasks
- Ability to understand business requirements and translate them into technical terms
- requirements
- Familiarity with cloud message APIs and push notifications
- A knack for benchmarking and optimization
- Understanding of Google's Android design principles and interface guidelines
- Knowledge and experience in publishing applications on the Google Play Store



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APPENDIX X:

Role Description: Systems Analyst

Purpose

The Systems Analyst is responsible for delivering technically sound, scalable, and supportable system solutions by analyzing business needs and translating them into clear, structured system specifications and configurations. The role is highly technical, requiring hands-on scripting, data analysis, integration mapping, and detailed documentation to support development, testing, and long-term system sustainability

Responsibilities

Technical Analysis & Requirements Engineering

Conduct deep-dive technical analysis of existing systems, applications, and integrations to understand architecture, data flows, and technical constraints.

Translate business requirements into technical requirements, including:

- System interface specs (REST/SOAP APIs, file-based, etc.)
- Data transformation rules and logic
- Integration architecture diagrams
- Configuration parameter mappings
- Perform impact assessments on changes to existing systems, dependencies, and data models.

System Configuration & Customization

Configure application modules and parameters to meet functional requirements, including rule engines, system settings, workflow configurations, and environment-specific setups.

Develop and maintain Groovy scripts for extending application functionality, automation, and data processing logic. Write, test, and optimize SQL queries, views, stored procedures, and triggers for:

- Data validation and quality assurance
- Integration verification
- Reporting logic and ETL workflows

Technical Documentation & Deliverables

Produce high-quality technical outputs and artifacts, such as:

- System design specs
- Interface control documents
- Data dictionaries and ERDs
- System configuration documentation
- Technical test cases and traceability matrices
- Deployment/configuration checklists for dev/test/prod environments



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Testing & Quality Assurance

Define and execute technical test plans, including unit, integration, and regression tests on system configurations and data transformations.

Validate Groovy and SQL logic for correctness and performance under different scenarios.

Support automated testing efforts with test data creation and validation scripting.

System Integration & Support

Support API and middleware configuration and troubleshooting across multiple systems.

Collaborate with developers, DevOps, and DBAs to ensure accurate implementation of integration and logic.

Provide second/third-line technical support, analyzing application logs, configuration files, and data discrepancies.

Participate in root cause analysis (RCA) for system incidents and contribute to preventive solutions.

Qualifications and Experience

- B Degree in Information Technology or National Diploma in Information Technology (NQF 6/7).
- 3–5 years of experience as a Systems Analyst in Java-based environments, with strong technical exposure.
- Proficient in Groovy for scripting and application logic customization.
- Advanced skills in SQL, including joins, aggregations, indexing, optimization, and scripting for data integrity checks.

- Solid understanding of system integration principles (REST, SOAP, JSON/XML transformations, middleware patterns).
- Experience with tools like Postman, SOAP UI, SQL Developer, Git, and Jenkins is advantageous.
- Strong documentation and modelling skills.
- Exposure to containerized environments, version control, and DevOps practices is a plus.
- Experience working across development, test, and production environments with change control processes



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APPENDIX Y:

Role Description: SAP BTP – Integration Suite Specialist

Purpose

We are looking for an experienced SAP BTP – Integration Suite specialist to design, develop, implement, and maintain integration solutions using SAP BTP (Business Technology Platform).

The candidate must be able to design and develop new integration touchpoints as per user requirements, troubleshoot issues, provide end-user support, and conduct training.

Responsibilities

- Design and develop new integration touchpoints to connect different systems and processes.
- Troubleshoot issues and implement robust resolutions to the issues.
- Provide end-user support.
- Conduct end-user training.
- Facilitate business requirements workshops.
- Document business requirements, technical design, and test cases.
- Maintain technical documentation.

Qualifications and Experience

- B Degree in Information Technology or National Diploma in Information Technology (NQF 6/7).
- 3-5 Years' experience in supporting SAP BTP – Integration Suite.
- 3-5 Years' experience in designing and developing integration touch points using SAP BTP – Integration Suite.
- Understanding of SAP integration technologies, e.g., API's, Webservices, IDOCs, ALE



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Appendix Z:

Role Description: SAP BTP – Work Zone Specialist

Purpose

We are looking for an experienced SAP BTP – Work Zone specialist to design, develop, implement, and maintain customer-facing portal solutions using SAP BTP (Business Technology Platform).

The candidate must be able to design and develop new customer-facing portals as per user requirements, troubleshoot issues, provide end-user support, and conduct training.

Responsibilities

- Design and develop new customer-facing portals.
- Troubleshoot issues and implement robust resolutions to the issues.
- Provide end-user support.
- Conduct end-user training.
- Facilitate business requirements workshops.
- Document business requirements, technical design, and test cases.
- Maintain technical documentation.

Qualifications and Experience

- B Degree in Information Technology or National Diploma in Information Technology (NQF 6/7).
- 3-5 Years' experience in supporting SAP BTP – Work Zone.
- 3-5 Years' experience in designing and developing customer-facing portals using SAP BTP – Integration Suite.
- Understanding of SAP portal technologies



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Appendix Aa:

Role Description: SAP Fiori Developer

Purpose

We are looking for an experienced SAP Fiori Developer to design, develop, implement, and maintain web and mobile user interfaces using the SAP Fiori platform.

The candidate must be able to design and develop new user interfaces as per user requirements, troubleshoot issues, provide end-user support, and conduct training.

Responsibilities

- Design and develop new user interfaces.
- Troubleshoot issues and implement robust resolutions to the issues.
- Provide end-user support.
- Conduct end-user training.
- Facilitate business requirements workshops.
- Document business requirements, technical design, and test cases.
- Maintain technical documentation.

Qualifications and Experience

- B Degree in Information Technology or National Diploma in Information Technology (NQF 6/7).
- 4+ Years' experience in supporting SAP Fiori applications/user interfaces.
- 2+ Years' experience in designing and developing SAP Fiori applications/user interfaces.
- Understanding of SAP user interface technologies.



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Appendix Bb:

Role Description: SAP IS Oil and TSW Specialist

Purpose

We are looking for an experienced SAP IS Oil and TSW (Traders Scheduler Workbench) specialist to support the SAP IS OIL and TSW solutions to optimize the downstream oil and gas processes.

The candidate must be able to configure and customize the SAP IS Oil and TSW module as per user requirements, troubleshoot issues, provide end-user support, and conduct training.

Responsibilities

- Design, implement, and configure the SAP IS Oil and TSW solutions to meet business requirements.
- Troubleshoot issues and implement robust resolutions to the issues.
- Provide end-user support.
- Conduct end-user training.
- Facilitate business requirements workshops.
- Document business requirements, functional design, and test cases.
- Maintain functional documentation.

Qualifications and Experience

- B Degree in Information Technology or National Diploma in Information Technology (NQF 6/7).
- 5+ Years' experience in supporting SAP IS Oil and TSW modules.
- 3+ Years' experience in designing and configuring SAP IS Oil and TSW modules.
- Understanding of Oil and Gas processes.



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Appendix Cc:

Role Description: Cyber Security Specialist

Purpose

We are looking for an experienced Cyber Security Specialist to maintain the safety of the organization's ICT Systems and Networks, as well as provide cyber security architecture to enable the business to achieve its strategic objectives.

The candidate must be able to evaluate the security posture of the organization's internal and external networks, applications, sensitive internal systems, mobile device applications, and coding standards.

Responsibilities

- Contribute to the design of the information and Cyber Security Strategy
- Develop an Information Security program for the organization
- SIEM (Security Information and Event Management)
- Threat Protection (incl Penetration) and Response Management
- Data/Information Security and Loss Prevention Management (incl. Encryption)
- Network Security
- Data Center, Server, and Storage Security
- End User Device Security

Qualifications and Experience

- B Degree in Information Technology or National Diploma in Information Technology (NQF 6/7).
- 5+ Years' experience in Cyber Security at a senior level
- Any of the following certifications:
 - Certified Information Security Professional (CISSP)
 - Offensive Security Certified Professional (OSCP)
 - Certified Information Security Manager (CISM),
 - Certified Cloud Security Professional (CCSP)
- Experience with penetration testing
- Domain Structures, user authentication and digital signatures, and PKI



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Appendix Dd:

Role Description: SAP MM Specialist

Purpose

We are looking for an experienced SAP MM (Material Management) specialist to support the SAP MM solutions to optimize the procurement and inventory processes. The candidate must be able to configure and customize the SAP MM module as per user requirements, troubleshoot issues, provide end-user support, and conduct training.

Responsibilities

- Design, implement, and configure the SAP MM solutions to meet business requirements.
- Troubleshoot issues and implement robust resolutions to the issues.
- Provide end-user support.
- Conduct end-user training.
- Facilitate business requirements workshops.
- Document business requirements, functional design, and test cases.
- Maintain functional documentation.

Qualifications and Experience

- B Degree in Information Technology or National Diploma in Information Technology (NQF 6/7).
- Relevant SAP certification
- 5+ Years' experience in supporting the SAP MM module.
- 3+ Years' experience in designing and configuring the SAP MM module.
- Understanding of procurement / procure-to-pay processes.



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Appendix Ee:

Role Description: Security Operations Centre and Endpoint Specialist

Purpose

Safeguard Transnet and ICT's interests and reputation by protecting the organization's computer network from internal and external threats.

Contribute to the effectiveness and efficiency of ICT by proactively monitoring the computer network, implementing proactive mitigating controls to safeguard the organization's systems.

Responsibilities

- Endpoint security monitoring: Regularly monitoring endpoint systems, such as workstations, laptops, servers, and other devices, for security events, analyzing logs, and other security data to detect and respond to potential security incidents.
- Incident detection and response: Investigating and analyzing security incidents related to endpoints, identifying the root cause, and taking appropriate actions to contain, mitigate, and remediate security issues promptly.
- Endpoint vulnerability management: Conducting vulnerability assessments on endpoint systems, identifying vulnerabilities, assessing their severity and impact, and working with IT operations and other stakeholders to prioritize and implement appropriate patches, updates, and configurations to remediate vulnerabilities.
- Endpoint hardening and configuration management: Implementing and maintaining secure configurations on endpoint systems, including applying appropriate security settings, patches, and updates, and ensuring compliance with security policies, standards, and best practices.
- Endpoint security tool management: Managing and maintaining endpoint security tools, such as antivirus, anti-malware, intrusion detection/prevention systems, and endpoint encryption solutions, including installation, configuration, monitoring, and troubleshooting.
- Endpoint security policy development: Assisting in the development and implementation of endpoint security policies, procedures, and guidelines, and ensuring that they are followed by end-users and other stakeholders.
- Threat intelligence and research: Staying updated with the latest threat intelligence and researching emerging threats and attack vectors that may impact endpoint security and taking appropriate measures to proactively protect endpoints from known and emerging threats.
- Risk assessment and mitigation: Conducting risk assessments of endpoint systems to identify potential security risks and vulnerabilities and working with relevant stakeholders to develop and implement risk mitigation strategies and plans.
- Collaboration and communication: Collaborating with cross-functional teams such as IT operations, network security, incident response, and other departments, to coordinate and implement endpoint security measures, as well as providing effective communication and reporting on the status of endpoint security initiatives, incidents, and vulnerabilities.
- Security awareness and training: Assisting in the development and delivery of security



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awareness and training programs for end-users to raise awareness of endpoint security best practices and promoting a security-conscious culture within the organization.

- Monitoring and reporting: Maintaining documentation of endpoint security measures, incidents, vulnerabilities, and remediation efforts, and providing regular reports to management and other stakeholders on the status of endpoint security initiatives and risks. Monitoring and analysis of log events generated from various platforms, including IPS, Firewalls, WAF, Mobile Device Management, EDR/XDR, and anti-malware.
- Professional development: Continuously updating knowledge and skills in endpoint security through self-study, research, and professional development activities, such as attending training programs, webinars, and industry conferences.

Qualifications and Experience

- Minimum of 5 years' ICT Experience with a related bachelor's degree/ National Higher Diploma in Information Technology, Computer Science, or related ICT qualification of which:
- At least 4 years' relevant experience in any of the following ICT disciplines in a large enterprise, including but not limited to,
 - ICT Information and Cyber Security
 - Endpoint Security Management
- Further qualifications preferred:
 - CompTIA Security+,
 - Certified Ethical Hacker (CEH),
 - Certified Information Security Specialist (CISSP),
 - Certified Endpoint Detection and Response (CEDR),
 - Certified Information Security Manager (CISM).



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Appendix Ff:

Role Description: Manager, Information Security

Purpose

Safeguard Transnet and ICT's interests and reputation by protecting the organization's computer network from internal and external threats.

Contribute to the effectiveness and efficiency of ICT by proactively monitoring the computer network, implementing proactive mitigating controls to safeguard the organization's systems and information.

Responsibilities

- Developing and implementing a comprehensive information / cyber security strategy for the operating division, which involves identifying potential threats and vulnerabilities, and implementing appropriate measures to mitigate these risks.
 - Ensuring compliance with relevant legal and regulatory requirements, policies, and standards related to information / cyber security.
 - Managing a team of cybersecurity professionals, which involves hiring, training, and supervising staff members, as well as providing guidance and support to ensure that they are performing their duties effectively.
 - Overseeing the deployment and maintenance of security tools and technologies, such as Endpoint Detection and Response (EDR), Vulnerability Management systems, and encryption software (e.g., BitLocker).
 - Conducting regular risk assessments and vulnerability testing to identify potential weaknesses in the organization's cybersecurity defenses.
 - Developing and delivering training programs to educate employees on best practices for information/cybersecurity.
-
- Establishing and maintaining relationships with external stakeholders, such as regulatory agencies, industry groups, and vendors, to stay informed about emerging threats and new security technologies.
 - Developing and managing budgets for information / cyber security initiatives and ensuring that resources are allocated effectively.
 - Developing and implementing incident response plans to ensure that the organization can respond effectively in the event of an information/cybersecurity breach or other security incident.
 - Monitoring and reporting: Maintaining documentation of security measures, incidents, vulnerabilities, compliance with standards, and remediation efforts, and providing regular reports to management and other stakeholders on the status of security initiatives and risks.
 - Communicating regularly with senior management and other stakeholders to provide updates on the organization's cybersecurity posture and to make recommendations for improvements as needed.



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Qualifications and Experience

- Minimum of 6-8 years' ICT Experience with a related bachelor's degree/ National Higher Diploma in Information Technology, Computer Science, or related ICT qualification, of which
- At least 5 years' relevant cyber security and information security experience in a large enterprise, of which at least 2 years at a managerial level or specialist experience
- Further qualifications preferred:
 - CompTIA Security+,
 - Certified Ethical Hacker (CEH),
 - Certified Information Security Specialist (CISSP),
 - Certified Endpoint Detection and Response (CEDR),
 - Certified Information Security Manager (CISM).



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Appendix Gg:

Role Description: Information Security Officer

Purpose

- The Information Security Officer is a key ICT Information Security ambassador who manages and guides the planning and implementation of security administration for all IT projects.
- The ISO is responsible for the evaluation and selection of security applications and systems and making recommendations as well as assisting in the implementation of changes to work methods and procedures to make them more effective or to strengthen security measures.
- The ISO must implement the developed policies, standards, and guidelines and conduct awareness programs relating to the security of information assets and compliance thereof.
- The position holder must provide expertise and assistance in all IT projects about security issues.

Responsibilities

- Designs and leads an enterprise-wide information security program to identify, assess, and mitigate security vulnerabilities and risks.
- Guides the executive team on all aspects of information security, including trends, threats, and vulnerabilities
- Leads Information Security Solution Development and Maintenance Initiatives
- Advises the technical architecture team on the design, implementation, and maintenance of complex solutions.
- Develops and implements the information security strategy and governance framework, which is in line with Transnet's information security objectives and industry best practices and provides education to the business.
- Proactively works with IT management to develop, maintain, implement, and integrate information security procedures, standards, and controls into the day-to-day operations
- Manages Information Security technologies, including identity and access management, penetration testing, identity theft, denial of service (DoS) attacks, hacking techniques, user authentication, data encryption, vulnerability scanning, intrusion detection, email scanning, web content filtering, virus management, and security testing.
- Keeps abreast of developments in the areas of legal, regulatory, corporate requirements, technological developments, and best practices in the information security field
- Works closely with auditors and drives the necessary remediation of information security findings.
- Conduct risk assessments on third parties to ensure compliance with information security standards.
- Monitor the adequacy of mitigation plans in IT information security risk registers



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and reports / escalates these to management.

- Drive security automation into the DevOps processes
- Drive the vulnerability and patch management program
- Coordinate technical information security assessments and penetration tests, as well as any remediation efforts.
- Manage the information security products and support vendors' security solutions
- Detailed knowledge of information, computer & network security architecture standards, processes & procedures (e.g., ISO27001 " ISO27005, and CIS benchmark).
- Detailed knowledge of security techniques for Physical, Virtual, Desktop, Application, Data, VPN, Data Centre, Hardware & Network Equipment.
- Sound understanding of network topologies and communication protocols & standards,
- Prepares status reports on security matters

Qualifications and Experience

- Minimum of 5 years' Experience in ICT Security Management with an applicable bachelor's degree/ National Higher Diploma in Computer Science or Information Technology/ Systems

ROC REQUIREMENTS

- Relevant B-degree or B. Tech National/Advanced Diploma (NQF 6/7) in Computer Science or Information Technology/ Systems.
- 4 years' relevant experience in ICT Security Management
- Professional Qualifications Preferred:
- Certified Information Security Professional (CISSP)
- Experience in the development and deployment of Information Security Programs
- Experience in enterprise information security architecture-related roles and experience in technical analysis, vulnerability scanning, and information security assessments.
- Experience in Cyber-Security vulnerability and penetration testing and cyber-resilience.
- 1-year supervisory experience or specialist experience

OR

Experience with no formal qualifications

- Matric
- 8 years relevant and solid ICT Security experience in taking accountability for the operation of own work area or as a member of a team, concerning the quality, standards, and outputs related to defined work procedures, with at least 2 years at a supervisory level or specialist experience
- Professional Qualifications Preferred:
- Certified Information Security Professional (CISSP)
- Experience in the development and deployment of Information Security Programs
- Experience in enterprise information security architecture-related roles and



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- experience in technical analysis, vulnerability scanning, and information security assessments.
- Experience in Cyber-Security vulnerability and penetration testing, and cyber-resilience.



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Appendix Hh:

Role Description: Manager: Governance, Risk & Compliance

Purpose

The Manager – Governance, Risk and Compliance provides leadership, guidance, and expertise in GRC functions, ensuring compliance, risk mitigation, and business continuity and auditing activities are effectively addressed to protect the organization's information assets, reputation, and overall business objectives.

The position is to ensure that the organization has a robust GRC framework in place, enabling it to identify and manage risks effectively, maintain compliance with regulations and standards, and establish resilient business continuity plans to safeguard its operations.

Responsibilities

- Align GRC activities with the organization's strategic goals and objectives by providing strategic guidance and recommendations to senior management and other ICT stakeholders on risk mitigation strategies, emerging threats, and regulatory changes, enabling informed decision-making.
- Establish and maintain a robust governance framework and risk management process to identify, assess, and mitigate risks that may impact the organization's information systems, operations, and strategic objectives. This includes ensuring compliance with relevant regulations, standards, and industry best practices.
- Ensure the organization's adherence to applicable laws, regulations, and industry standards. Develop and implement compliance programs, policies, and procedures, and monitor their effectiveness. Coordinate internal and external audits to assess and validate compliance efforts.
- Provide strong leadership to the ICT team, fostering a culture of risk awareness and compliance throughout the organization. Collaborate with stakeholders across various departments to promote a coordinated approach to risk management and ensure effective communication and reporting on GRC matters.
- Oversee the development, maintenance, and testing of business continuity plans to ensure the organization's ability to respond effectively to disruptive events and minimize potential impacts. This includes identifying critical systems, defining recovery objectives, and implementing appropriate measures to ensure business continuity.
- Facilitate the coordination and collaboration between different assurance functions within the organization, such as internal audit, external audit, and other assurance providers. Ensure that assurance activities are properly planned, executed, and reported, allowing for a comprehensive view of the organization's risk and control environment.
- Develop, maintain, and implement RACI models for ICT Operations between Group, TPT HQ, Terminal ICT teams, and the role of business in the ownership of ICT Applications and Systems.
- Create Platforms and mediums to provide awareness, training on ICT procedures



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and policies to the business and ICT Teams on a frequent basis.

Qualifications and Experience

- Related B-degree or B. Tech National/Advanced Diploma (NQF 7) in Computer Sciences/ Information Technology/Systems OR Commerce
- At least 8 years' experience in a large business environment, in any of, but not limited to, the following ICT disciplines:
 - ICT Risk Management,
 - ICT Audit,
 - ICT Compliance,
 - ICT Governance
- Further qualifications preferred:
 - Certified in Risk and Information Systems Controls (CRISC)
 - Certified Information Systems Auditor (CISA)
 - Certified in the Governance of Enterprise IT (CGEIT)
- Further professional memberships preferred:
 - Information Systems Audit and Control Association (ISACA)

Formal Qualifications and Experience

- Related B-degree or B. Tech National/Advanced Diploma (NQF 7) in Computer Sciences/ Information Technology/Systems OR Commerce
- Min 5 years' relevant experience in a large enterprise, of which at least 2 years at managerial level or specialist experience in any of, but not limited to, the following ICT disciplines:
 - ICT Risk Management,
 - ICT Audit,
 - ICT Compliance,
 - ICT Governance
- Further qualifications preferred:
 - Certified in Risk and Information Systems Controls (CRISC)
 - Certified Information Systems Auditor (CISA)
 - Certified in the Governance of Enterprise IT (CGEIT)
- Further professional memberships preferred:
 - Information Systems Audit and Control Association (ISACA)
- Transnet Leadership Development Programme (advantage)

OR

Number of years with certificates or no formal qualification:



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- 9 years relevant and solid experience in supervising activities, diagnostic and quality of workflow and procedures; Quality execution of work, within the defined operating procedures, standards, and working routines. Or provide technical guidance/expertise. Execution of work, ensuring compliance with at least 3 years at a supervisory/ managerial level or specialist experience
- Min 5 years' relevant experience in a large enterprise, of which at least 2 years at managerial level or specialist experience in any of, but not limited to, the following ICT disciplines:
 - ICT Risk Management,
 - ICT Audit,
 - ICT Compliance,
 - ICT Governance
- Further qualifications preferred:
 - Certified in Risk and Information Systems Controls (CRISC)
 - Certified Information Systems Auditor (CISA)
 - Certified in the Governance of Enterprise IT (CGEIT)
- Further professional memberships preferred:
 - Information Systems Audit and Control Association (ISACA)
- Transnet Leadership Development Programme (advantage)



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Appendix II:

Role Description: Portfolio Manager

Purpose

The Portfolio management encompasses the processes, governance, and tools used to plan, create, assess, balance and communicate the execution of the IT portfolio. IT portfolio managers get involved in investments that go beyond strictly technology initiatives. They must be highly knowledgeable in the business and highly proficient at navigating the complexities of organizational decision-making. The "portfolio" in portfolio management can consist of multiple projects or multiple programs, but they do not necessarily need to be directed toward the same strategic, business, or organizational objectives. Senior management will look to portfolio managers to weigh many different initiatives, sometimes with widely diverse objectives, against the overall strategic direction of the company. Accountable for performance reporting of projects to the project execution team and the Senior Manager: ICT PMO

Responsibilities

- Develop and manage the relationship between IT and other stakeholders (for example, internal customers and the internal strategic portfolio management team), to define, align, build, and assess_ the IT investment portfolio
- Develop, prioritize, coordinate and communicate the goals and processes necessary for implementing the portfolio.
- Proactively provide the IT and business community with information concerning specific business opportunities where Technology can enhance the value of the business.
- Managing & controlling stages
 - Evaluate and assess risk as part of the life cycle analysis of portfolio components
 - Monthly Portfolio report preparation and submission
- Conduct analyses of asset deployment, use, and acquisition, and dispose of non-performing assets.
- Act as a liaison and conduit for information flow between the IT organization and the rest of the enterprise community, as well as with appropriate external stakeholders.
- Assist the business development group in executing and communicating the vision, mission, and goals of the IT-business portfolio.
- Assist the CIO and senior IT and business management in developing, executing, and communicating IT-business vision, mission, and goals.
- Provide leadership and effective management to the business development organization
- Assist in ensuring timely and effective communication regarding the mapping of IT initiatives to the business goals of the IT organization and internal customers, including presenting complex information to senior IT and business management, outlining portfolio specifics.
- Act as primary liaison between the IT group, lines of business, and other stakeholders.
- Work with the IT organization and other stakeholders to develop, prioritize, and execute the IT and business portfolio
- Communicate and champion the infrastructure requirements necessary to execute the IT portfolio



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- Maintain an understanding of enterprise business initiatives and objectives, the various line Portfolios, and current trends and developments in the technology field
- Analyze portfolio performance and recommend changes in investment mix to achieve goals
- Use reporting tools to monitor portfolio activities and regularly brief senior IT and business management on portfolio performance
- Proactively identify and present opportunities to senior IT and business management for applying developments in technology to the challenges faced by the business
- Proactively identify opportunities not anticipated or requested by the business that will provide a competitive advantage

Qualifications and Experience

- A bachelor's degree in Information Management and/or a business-related degree is required.
- PMP or PRINCE2 Practitioner (Advantageous)

Minimum Years Relevant Experience:

- Minimum 7 years' experience in project management with involvement in IT infrastructure/SDLC or operations.
- At least 7 years of medium to high complexity projects or Programmes completed end-to-end
- 3 to 4 years of experience in business analysis or business strategic planning (Advantageous)



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Appendix Jj:

Role Description: Change Management Consultant

Purpose

This role is responsible for supporting the development of the Business Transformation & Change Management approach and executing at the Regional, Terminal & departmental level, as well as supporting execution at the HQ level.

To facilitate the actual implementation of Terminal Transformation culture and change programmes initiated at HQ and Terminal level, by setting up or activating implementation structures in the Terminals, activating or developing the change network, and mobilizing line managers and employees in the Department.

Responsibilities

- Manage integration of TPT HQ and Group initiatives with existing initiatives in the Regions and terminals through effective project management skills.
- Assist Project managers in the development of terminal-specific change implementation plans and tools for monitoring and execution of the plans.
- Manage and maintain relationships with stakeholders in the Region and Terminals through planned change interventions and change Communication.
- Provide line managers in the terminal with technical support and guidance on how to implement key change initiatives in their specific functional units while ensuring the transfer of skills to identified project managers I coordinators at the Regional and Terminal level who will be required to provide Internal specialist support and change expertise.
- Facilitate and support the effective functioning of the change champion's network to enable various change programmes in the terminals.
- Provide "on the job" coaching to line managers and supervisors in ensuring the direct positive impact of culture change initiatives on the regional employees.
- Design, develop, and implement appropriate change interventions required to meet the specific needs of the various terminal departments and specific stakeholder groups.
- Facilitate the momentum created at the site is maintained through regular change communication and visible support channels.
- Identify risk and mitigating actions specific to various departments and elevate key risks to regional as required for further action or purposes of policy review or recommendations.
- Provide strategic transformation/change input and recommendations into continuous improvement and planning of HQ transformation culture and change initiatives.
- Assist Corporate Affairs in the implementation of change communication plans by developing new engagement channels as well as expanding/improving existing mediums used across various OD within the Region and Terminals.
- Develop weekly and monthly progress reports for regular feedback to Terminal forums and the HQ change team.
- Mentoring and Coaching internal Regional/Terminal champions or Regional/Terminal implementation coordinators as identified to develop internal capacity and capability for



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sustainability of the change and culture programme initiatives.

Qualifications and Experience

- National Higher Diploma or higher in Human Resources / Human Sciences
- 3 - 5 years' experience, of which 3 should be in a first-line management role.
- Relevant experience in transformation or change communication, project environment, and implementation of change management programmes

ROC Requirements:

Job Evaluation criteria:

- Minimum of 3-5 Years' Experience with an Applicable National Higher Diploma (NQF L6) or higher

Years of Experience with a formal qualification:

- Min 3 years' relevant experience in a large enterprise, preferably with 1 year supervisory or specialist experience

Typical Qualifications:

- Relevant B-degree or B. Tech National/Advanced Diploma (NQF 6/7)
- Transnet Leadership Development Programme (advantage)

Number of years with certificates or no formal qualification:

- 5 Years relevant and solid experience in taking accountability for the operation of own work area or as a team member, concerning the quality, standards, and outputs related to defined work procedures, with at least 2 years at a supervisory level or specialist experience.



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Appendix Kk:

Role Description: Service Delivery Manager, Navis & Infra

Purpose

The Service Delivery Manager is responsible for managing the delivery of infrastructure support services nationally and for providing desktop and end-user support at the TPT Head Office sites. Manage and support the Navis system used by TPT and TFR and oversee the provision of network and active directory/email, and other outsourced services by external service providers. Support group-wide initiatives around transversal services in the infrastructure and Active Directory environments and ensure compliance with all policies and procedures relating to the areas of responsibility.

Manage software license compliance and ensure patching and anti-virus services are in place and up to date nationally. Lead and direct operational and service delivery improvement initiatives specifically in the areas of Navis and Infrastructure and ensure appropriate continuity and disaster recovery systems and processes are in place.

Responsibilities

- Create strategies for optimization and efficient use of Navis and Infrastructure.
- Delivery of services according to agreed service levels and per the service catalogue.
- Service level reporting.
- Service improvements.
- Operational improvements related to the effective use of systems.
- System maintenance.
- System security.
- License management and compliance.
- Investment/budget plans for Navis and Infrastructure.
- Talent and performance management of the team.
- Cost and financial management/controls, and reporting.
- Service provider management (Neotel/T-systems and others).
- Disaster recovery testing.
- Manage Navis and Infrastructure strategic optimization and utilization work packages.



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Appendix LI:

Role Description: Data Scientist

Purpose

To leverage their programming skills to develop automated systems that help the organization improve business operations. To manage all data collected and stored within the organization, to be able to find relationships between entities, and to create viewpoints for data visualization. The analysis of the data to responding to queries, identifying trends, and making use of the data for the betterment of the organization by turning raw data into information and insights, which can be used for business decision making.

Responsibilities

- Using specialized tools to extract data from source systems
- Removing corrupted data and fixing coding errors and related problems
- Developing and maintaining datastores, data systems – reorganizing data in a readable format
- Performing analysis to assess the quality and meaning of data
- Filter Data by reviewing reports and performance indicators to identify and correct code problems
- Using statistical tools to identify, analyze, and interpret patterns and trends in complex data sets that could be helpful for the diagnosis and prediction
- Assigning numerical values to essential business functions so that business performance can be assessed and compared over periods
- Analyzing local, national, and global trends that impact both the organization and the industry
- Preparing reports for management, stating trends, patterns, and predictions using relevant data
- Working with developers, data analysts/engineers, business SME's and management heads to identify process improvement opportunities, propose system modifications, and devise data governance strategies
- Preparing analysis reports and visualization trends for the stakeholders to understand the data analysis steps, enabling them to make important decisions based on various facts and trends.
- Respond to data-related queries and keep track of the data sources, queries, and storage within the data warehouse
- Setting up processes and systems to make working with data more efficient
- Cleansing of data
- Work within or co-create the data governance strategy
- Integrate the outcomes as real-time analytics to elevate TPT's ability to create value for stakeholders in various areas and through means not immediately apparent to them.
- Share knowledge and develop staff capacities to strengthen understanding of best practices in technology and stay current with industry trends
- Develop relationships with business stakeholders to be viewed as a trusted advisor
- Identify and develop Predictive and Prescriptive Models to enable better decision-making



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for our stakeholders

- Participate in analysis and design sessions – work with Enterprise Architects and Business Analysts to determine the best-fit solution for our clients
- Design, develop, and maintain ETL/ELT routines and other data pipeline tasks as part of the solution delivery to the business
- Design, develop, and maintain dashboards and reports using Transnet-approved standards and technologies
- Contribute to the development of requirements specifications and architectural specifications for business intelligence/data analytics solutions
- Compile and maintain all business

Qualifications and Experience

- Relevant Qualification / National Diploma, B-Degree/ B-Tech (NQF level 6/7) related to ICT/Mathematics/Data Science/ Engineering field/Computer Science
- 5 years of Data Analytics/ Data modelling/ Reporting experience
- 1 year supervisory or specialist experience
- 1-2 years’ experience in tools such as R, SQL, and Python would be an advantage
- Advantageous: Transnet Leadership Development Programme

Number of years with lower-level certificates/qualifications

- NQF Level 5 Certificate (120 credits)
- 6 years of Data Analytics/ Data modelling/ Reporting experience
- 1 year supervisory or specialist experience
- 1-2 years’ experience in tools such as R, SQL, and Python would be an advantage
- Advantageous: Transnet Leadership Development Programme



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Appendix Mm:

Role Description: Contracts Specialist

Purpose

Ensure the services as agreed in the vendor contracts are delivered and provide value for money for TPT, by optimizing the efficiency, effectiveness, and economies of the service and vendor relationships, and by actively managing benefits against costs and risks.

Manage the ICT department's financial function, which includes planning and budgeting, cost management, contract management, and performance monitoring and reporting.

Responsibilities

Vendor Contract Management

- Identify third-party involvement in ICT's service offering to business aligned to the ICT strategy and service catalogue.
- Assist in the development of procurement documents to go out to market, including the definition of scope of work, selection criteria, and pricing model.
- Work with SCM and contract owners to short-list, negotiate, and award contracts and onboard and transition successful bidders.
- Ensure that outsourced services are adequately budgeted and the efficiencies and effectiveness of the procurement of such services with affected stakeholders.
- Development of the MSA that defines the business relationship between TPT and the third party which includes service requirements, deliverables, and obligations of the parties, and other terms, conditions, risk management, escalation issues, and legal involvement.
- Manage the relationship between the vendor and TPT to ensure that it is of high value and of mutual benefit and within the appropriate governance structures and ethical business practices.
- Manage any changes of the contract to ensure minimum risk and impact to TPT.
- Manage the financial aspects of the vendor contracts by monitoring the administration of payment procedures, and those financial controls are in place, monitoring and reporting of payments, deviations, and resolutions.
- Working with contract owners, contract managers, and SCM on a day-to-day basis, to ensure optimal delivery of services, identification of problem areas and root cause analysis, resolution of disputes, and continuous improvement of services.
- Manage the termination and close-out of contracts.

Financial Management

- Prepare the annual procurement plan for the department
- Work with cost center owners to prepare the annual ICT budget.
- Work with the project management office, enterprise architecture, and strategy and cost center managers for annual planning and revisions of the department's CAPEX budget.
- Determine intercompany expenditure for the year and ensure that all expenditures are accounted for via accrual and prepayment mechanisms.
- Ensure the correct posting of inter-company and transversal transactions



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- Ensure the accurate and timely processing of invoices, goods receipts, purchase orders, and requisitions to avoid late payments and penalties.
- Provide status reports of payments and follow-ups with the relevant parties
- Manage foreign payments and schedules
- Report on the financial status and performance to various committees, including Group committees, TPT Executive Committee (EXCO), the ICT Management Committee (MANCO), and the many internal and external audits.
- Assist with various queries from Transnet Group, Treasury, Terminals, and other departments.
- Develop performance reporting templates and Key Performance Indicators (KPI) dashboards that is relevant, accurate, and up to date, to enable well-informed decision making.

Other

- Assist the cost center managers with the management of ICT hardware and software assets, together with depreciation, transfers, and disposal of assets, and the recording of the relevant financial transactions.
- Assist with the management of vendor and contract payments.
- Make recommendations on how to improve financial performance, processes, and reporting.
- Formulate training programs for department personnel of all financial-related matters.
- Assist with financial and viability modelling for future ICT Projects.
- Research and benchmark the department's performance against competing businesses and best practices.
- Advise on ICT-related activities and objectives and the commercial success of the department, its initiatives, and projects.
- Respond and report on financial audit requests for the department.
- Maintain and enforce PFMA and other financial statutory and regulatory compliance.

Qualifications and Experience

- A commerce-related degree or diploma (NQF 6/7), with financial or management accounting-related modules
- Minimum of 1-year supervisory level or specialist position.
- Minimum 4 years' relevant experience in a large enterprise in financial planning, budgeting, and financial operations
- A minimum of 2 years in vendor, contract management, and customer relationship management practices
- Experience in the following is essential
 - Management reporting
 - SAP – end-user
 - Microsoft Excel reporting and graphing tools
 - MIS, BI reporting, and dashboard tools

OR



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Experience with no formal qualification

- A minimum of 6 years' experience in financial planning, budgeting, and financial operations.
- Minimum of 2 years' supervisory level or specialist position.
- A minimum of 2 years in vendor, contract management, and customer relationship management practices
- Experience in the following is essential
 - Management reporting
 - SAP – end-user
 - Microsoft Excel reporting and graphing tools
 - MIS, BI reporting, and dashboard tools

Appendix Mm:

Role Description: Integration Systems Analyst

Purpose

The specification and design of IT solutions to meet the system integration requirements of TPT. These include:

- Integration between TPT systems,
- Integration between TPT systems and those of other Transnet business units,
- Integration between TPT systems and the systems of our customers.

The design, creation, testing, and documentation of new and amended programs from supplied specifications by agreed standards. Ensure smooth operations of relevant IT systems that complement the business.

Responsibilities

- Define system integration requirements, design specifications, and systems documentation
- Data modelling, procedural and technical designs according to application development methods, techniques, and standards
- Structured reviews and software testing
- Systems Implementation, Training, and Support
- Cost estimation, feasibility studies, and other budget requirements
- Project Management and Execution
- Staff Management and Leadership
- Interact daily with customers; and providing superior 1st and 2nd line support.
- Evaluate new technologies and industry practices to ensure continuous improvements in



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our electronic commerce processes

- Development of Web Services (REST, SOAP, WSDL, HTTP, JMS, etc.)
- Ability to develop utilizing AS1, AS2, AS3 communication protocols
- Must be able to install, configure, and manage SSL Certificates for encryption and security on EDI messages and servers
- Web development is required for application portals (JSP, JavaScript, HTML)
- MS SQL Server 2005-2016 development for query extracts and management of the Web Methods databases and applications
- Upgrade and maintenance of the Web Methods Infrastructure and Software
- Management of the SSL and communications to the TPT owned Spotlight Application used by external customers
- Develop and Maintain all Standard Operating Procedures and Disaster Recovery Plans for EDI and Web Methods
- Manage the support and uptime of the EDI Web Methods and FTP Server environments
- Perform audit, governance, risk and compliance tasks on a daily, weekly, monthly, quarterly, yearly.
- Put into place controls to secure and manage the Web Methods and EDI environments.

Qualifications and Experience

Job Evaluation Criteria:

- Minimum of 5 years' Experience in Electronic Data Interchange (EDI) with an applicable bachelor's degree/ National Higher Diploma in Computer Science or Information Technology/ Systems related
- Preferred Experience in WebMethods

ROC REQUIREMENTS

Formal Qualifications & Experience:

- Relevant B-degree or B. Tech National/Advanced Diploma (NQF 6/7) in Computer Science or Information Technology/ Systems related
- 4 years' relevant experience in Electronic Data Interchange (EDI)
- Preferred Experience in WebMethods
- 1-2 years in management
- Transnet Leadership Development Programme (advantage)

OR

Experience with no formal qualifications

- Matric
- 8 years relevant and solid EDI or System integration experience in taking accountability for the operation of own work area or as a member of a team, concerning the quality, standards, and outputs related to defined work procedures, with at least 2 years at a supervisory level or specialist experience
- Preferred Experience in WebMethods



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Appendix Nn:

Role Description: Data Services Management Specialist

Purpose

- Responsible for the design, development, implementation, support, and management of the Terminal Operating System (TOS) and data services at TPT nationally, in line with business and ICT strategies.
- These services primarily include the systems platform, virtualized and cloud environments, operating systems and databases, EDI, and integrating 3rd party applications into other disciplines and various other in-source and outsource functions.
- To manage the facilitation and analysis of business requirements and opportunities to determine their feasibility and overall benefit to the business.
- To be responsible for the overall planning, coordination, execution, control, and Database management services, and the Operating Division technical lead for Transnet's transversal projects, representing TPT requirements and technical expertise.
- Responsible for the development and management of the Database and services, relationship management, performance management, and service delivery management.
- Defining and implementing innovation and improvement opportunities for more effective use of these services, cost-saving opportunities, and customer satisfaction.

Responsibilities

- Responsible for developing and managing the data services at Transnet Port Terminals on a national level.
- Ensure performance and capacity planning of services and proactively address requirements to eliminate bottlenecks.
- Manage interfaces and integration touchpoints
Ensure quality assurance of all products and services deployed and perform testing criteria and execution.
- Manage the disaster recovery testing of critical services and ensure that the solutions provided meet business expectations.
- Liaise with the various departments at TPT to create and validate a service catalogue to ensure that services are delivered according to requirements and criteria requested.
- Manage any disputes with service providers effectively by ensuring proper escalations within the Service providers' ranks and Transnet's ranks
- Analyze the necessary Daily, Weekly, and Monthly service level reports indicating performance of the 3rd party for accuracy, compliance with to contract, as well as recommending areas for improvement.
- Ensure and/or oversee that the physical workmanship of the service provider is aligned with standards and that there are no risks for TPT.
- Analyze, review, measure, and manage service levels and contract criteria and take action accordingly.
- Assist the service delivery manager with the implementation of IT Database strategies, business plans, roadmaps, budget planning, and forecasting based on I Database activities and initiatives



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- Develop, analyze, and evaluate data solutions, ensuring that they meet the business requirements, are cost-effective, and adhere to Transnet standards and frameworks.
- Developing IT standards and protocols in line with Transnet architecture and industry 'best practice'
- Advise the business of respective costs for budgeting purposes and ensure that the monthly allocations are completed (if applicable). Manage the delivery of data services solutions and services and ensure that they are monitored and maintained to the highest levels of quality, standards, and operability as defined within negotiated and agreed service level agreements, parameters, or contracts
- Negotiate with service providers, vendors, and contractors to ensure that Database-specific products and services are delivered to TPT.
- Ensuring customers are satisfied by the quality of IT data services through regular feedback within the environment.
- Manage integration and interfaces to TERMINAL OPERATING SYSTEM environments, Network, Scanners, Servers, etc.
- Ensure successful management of the IT Service Management landscape within Transnet through best practices (ITIL, COBIT & ISO 20000)
- Work collaboratively with Transnet Group and other divisions on transversal strategies, plans, design, implementations, and data services to ensure that TPT business needs are addressed accordingly, within the Transnet IT Federated model framework.
- Ensure that TPT data services are well secured and protected against any security breaches and attacks. Manage and coordinate any audit activities when required, and address any audit findings
- Initiate, manage, and coordinate Change Management requests within TPT and the Transnet Group Change Advisory Board
- Represent TPT in compiling the statement of works/SLAs for new contracts or amending existing contracts, ensuring that
- TPT requirements are addressed effectively.
- Perform the relevant testing and coordination after the change has been implemented.
- Levy penalties and receive service credits by prevailing Service Level Agreements
- Identify trends and act accordingly to resolve or improve the area responsible.
- Develop and analyze the business requirements specification document for the service provider
- Ensure that all system asset information is submitted to the Asset Analyst.
- Identify an area of risk and mitigations that will form part of the Risk Register. Mitigations to be addressed within the agreed-upon period.
- Manage and verify, and consent service provider's financials based on services rendered
- Ensure timeously processes of all costs are aligned with budgets and cash flows.
- Prepare business cases, motivation, business requirement specification, and other relevant documentation
- Focus on the business processes, systems, and new technology best suitable for the TPT environment
- Responsible for Project Management of IT Database Projects according to the Transnet framework.
- OD technical lead for Project Management of IT Database transversal Projects, addressing



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the TPT business requirements and providing the technical expertise.

- Prioritization and coordination of all Project and Support tasks, ensuring that critical business requirements are met.
- Responsible for Vendor Management and contract management
- Continuously seeks ways to minimize costs whilst ensuring operational efficiency.
- Present TPT in the Transnet IT CAB and approve Transnet-wide changes
- Perform Site acceptance testing for complex solutions and signoffs.
- Chair weekly/monthly operational and service support meetings and/or project meetings with vendors and/or respective Transnet staff/management
- Data Management
 - Relational Database Concepts
 - Database Access Controls
 - Documentation
 - Data Storage Locations
 - Data Ownership and Custodial Controls
 - Data Classification
 - Data Loss Protection

Qualifications and Experience

- National Diploma in Information Technology or other IIT-related qualification (NQF 6 or NQF 7)
- 3 – 5 years' IT-relevant experience

Advantageous requirements

- 2 years of Windows Server 2008 Experience
- Knowledge of Oracle APEX
- 2 years of Backup and Disaster Recovery Management (RMAN)
- Linux knowledge
- 1-2 Technical Oracle experience in DBMS systems
- Knowledge and understanding of various applications related to the DBMS.

Number of years with certificates or no qualifying formal qualification:

- NQF Level 5 (120 credits)
- Min 8 years of experience relevant to the position applied for

Advantageous requirements

- 2 years of Windows Server 2008 Experience
- Knowledge of Oracle APEX
- 2 years of Backup and Disaster Recovery Management (RMAN)
- Linux knowledge
- 1-2 Technical Oracle experience in DBMS systems



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Appendix Oo:

Role Description: Software developers – Microsoft Power Platform

Purpose

The main purpose of the role is to develop and deliver business process automation solutions using Microsoft Power Platform (Power Apps, Power Automate, Power BI, Dataverse), in line with business requirements and best practices, for the organization, that meets business requirements and needs.

The incumbent will also be responsible for the design, development, building, testing, and implementation of software systems and applications for the organization that meet business requirements and needs. The incumbent will be creating prototypes, designing, and building modules and solutions in an iterative agile cycle, developing, maintaining, and optimizing the desired business outcome.

This role is responsible for evaluating user, business, and technical requirements, designing, and developing code, writing and executing unit and integration tests, and supporting testing of deliverables against user and technical requirements. The incumbent will also be performing peer reviews, collaborating with other developers, and with interested parties. This role is responsible for providing systems and applications-related operations support.

Responsibilities

- Perform all facets of the software development life cycle, this is research, design, development, programming, testing, implementation, documentation, maintenance, and second-level support.
- Design and develop business process solutions using Microsoft Power Platform tools following best practice (Canvas & Model-driven).
- Automate business processes using workflow tools.
- Create interactive dashboards and reports using business intelligence platforms.
- Build and configure Dataverse tables, relationships, and logic for storing business data, and integrate with other relational database management systems to access relevant datasets.
- Work collaboratively with Solution Architects, Business Analysts, System Analysts, Software Developers, DBAs, and other stakeholders to understand process requirements.
- Integrate Power Platform solutions with Microsoft products (SharePoint, SQL, Microsoft 365, Dynamics 365, Teams), and other non-Microsoft software products and other enterprise systems.
- Customize and extend Power Platform solutions using relevant or custom connectors.
- Apply security roles, governance, and compliance standards within the Power Platform environment.
- Conduct unit testing, debugging, and solution performance tuning.
- Produce technical documentation and provide user training where necessary.
- Support solution deployment, monitoring, and maintenance activities.



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Qualifications and Experience

- Relevant Degree / National Diploma in Information Technology/Computer science (NQF 6/7).
- 5 years' experience in applications and/or software development covering the whole SDLC.
- Ability to participate and work in agile technical teams.
- Ability to develop and deliver large-scale technology projects.
- Demonstrating experience implementing current technology trends and techniques
- Experience and skills in Power Apps (Canvas & Model-driven)
- Experience and skills in Power Automate (Flows & RPA)
- Experience and skills in Power BI reporting
- Experience and skills in Dataverse / CDS
- Experience and skills in integrating Power Platform solutions with Microsoft 365, Dynamics 365, SQL, SharePoint, and APIs.
- Experience and skills, and exposure to PowerFx, JavaScript, JSON, and HTML is beneficial.
- Experience and skills working within Agile / Scrum environments.
- Understanding of UX design fundamental principles.
- Certification in programming is an added advantage.
- Microsoft Power Platform Certifications added advantage (Power Platform Developer, Power Platform App Maker, Power Platform Fundamentals).



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Appendix Pp:

Role Description: Software Developer C#/.NET

Purpose

The main purpose of the role is to design, develop, build, test, and implement software systems and applications for the organization that meet business requirements and needs.

The incumbent will be creating prototypes, designing, and building modules and solutions in an iterative agile cycle, developing, maintaining, and optimizing the desired business outcome.

This role is responsible for evaluating user, business, and technical requirements, designing and developing code, writing and executing unit and integration tests, and supporting testing of deliverables against user and technical requirements.

The incumbent will also be performing peer reviews, collaborating with other developers, and with interested parties. This role is responsible for providing systems and applications-related operations support.

Responsibilities

- Perform all facets of the software development life cycle, this is research, design, programming, testing, implementation, documentation, maintenance, and second-level support.
- Responsible for writing code or programming modules that form components of applications and systems.
- Keep the application in line with the changing business needs and with the changing technology environment.
- Produce systems technical documentation and operating or user manuals.
- Debugging application code by identifying and correcting defects or bad coding that prevent the correct and efficient operations of a software application.
- Plan, develop, and implement new systems and ensure proper functioning of existing systems, and participate in all phases of the systems and application development lifecycle.
- Monitor systems to ensure optimal availability and provide applications and systems support.
- Initiate, conduct, and support continuous research on data mining frameworks, data analysis methodologies, applications, and systems development frameworks.
- Continuously plan, develop, and implement systems and applications enhancements that mitigate systems shortcomings and enhance systems functionalities to ensure alignment with changing business needs and requirements.



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Qualifications and Experience

- Relevant Degree / National Diploma in Information Technology/Computer science (NQF 6/7).
- Ability to participate and work in agile technical teams.
- 5 years' experience in applications and/or software development covering the whole SDLC.
- Ability to develop and delivering large scale, technology projects.
- Demonstrating experience implementing current technology trends and techniques, with strong emphasis on Digital services and Cloud technologies.
- Experience with application servers (e.g., Apache HTTP, IIS)
- Programming skills in at (C#, VB.NET, JavaScript, Python)
- Experience and skills in (HTML, CSS3, Bootstrap, XML, JSON, jQuery, AngularJS)
- Experience in multiple relational database platforms (e.g., Oracle, SQL Server).
- Experience in multiple IDEs (e.g., MS Visual Studio).
- Experience and skills in developing and deploying APIs.
- Experience and skills implementing and consuming web services (SOAP, Restful).
- Experience in multiple development frameworks (e.g., ASP.NET, MVC, REST).
- Understanding of UX design fundamental principles.
- Certification in programming is an added advantage.



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Appendix Qq:

Role Description: Oracle Database Administrator

Purpose

To deliver expertise on Oracle Database and associated products. The Oracle Database Administrator is responsible for the design, development, implementation, configuration, maintenance, performance, integrity, and security of all the organization's new and existing Oracle databases. The individual plays a crucial role in ensuring the smooth operation of all Oracle databases and associated software applications.

Responsibilities

The responsibilities of the Oracle Database Administrator are as follows:

- Administration of the Oracle database server environment.
- Develop and maintain technical and implementation plans.
- Update technical documentation regularly.
- Work with developers and analysts to design efficient database structures.
- Install and configure database software according to best practice and the organization's needs.
- Build database systems of high availability and quality.
- Manage database security, including user access control, data encryption, and implementing security policies.
- Identify, report, and manage database security issues, audit trails, and forensics.
- Configure and manage high availability solutions.
- Develop and implement backup and recovery plans to ensure that data is protected and can be restored in the event of a failure or disaster.
- Ensure database backup/restore strategy meets the business's Recovery Point Objectives (RPO) and Recovery Time Objectives (RTO)
- Regularly schedule, monitor, and report on full and incremental backups.
- Conduct the backup and recovery test procedures periodically.
- Monitor database performance, identify bottlenecks, optimize, and enhance database performance.
- Performance query optimization, indexing, and tuning.
- Refine and automate regular, repeatable, mundane database tasks.
- Perform regular maintenance
- Secure data with precise access controls, authentication, and authorization mechanisms
- Uphold data integrity
- Monitor database health and performance.
- Maintain documentation of database configurations, procedures, and standards



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Qualifications and Experience

- Relevant Qualification / National Diploma in Information Technology/Computer science (NQF 6/7)
- Minimum 5 years' experience in ORACLE Server Database Administration.
- Preferably 1 year supervisory or specialist DBA-related experience.
- A successful track record of supporting and managing ORACLE Server, including High Availability.
- Experience supporting and working with cross-functional teams in a dynamic environment.
- Advantageous: Transnet Leadership Development Programme
- Advantageous certification, ORACLE Server-related certification.



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Appendix Rr:

Role Description: GCOS Manager

Purpose

Leading a team of resources that develops, maintains, and supports IT Applications/Solutions. The IT solutions include in-house developed application systems and leased solutions, and are provided to all business functions such as Operations, Finance, Procurement, Port Maintenance, etc. The resources managed include, but are not limited to, Line Managers, Business Analysts, Technical Leads, Software Developers, Database Engineers/Administrators, and System Testers.

Designing, developing, and implementing application strategies for the business areas mentioned above and providing software services to a client by delivering system developments, changes, and enhancements.

The resource will be responsible for managing the requirements from stakeholder groups, identifying, assessing, planning, and implementing applications that are needed to improve business operations.

Responsibilities

- Collaborate with Executive and Senior Management in developing the IT Application strategy and vision in line with corporate and technological drivers and prioritizing of solutions.
- Collaborate with Line Managers, Architects, Technical Leads, Analysts, and Developers in sharing the organization's mission, strategy, goals, and vision, ensuring clarity around priorities and goals for the team.
- Manage research, evaluation, and recommendation of new technologies and solutions, and monitor and keep abreast of industry trends, technologies, and standards, and ensure ongoing and continual improvement in all aspects of IT.
- Provide financial and budgetary information and forecasts for the team, including estimation of development resource requirements, ensuring proper management of allocated budget and resources, and ensuring that all expenses and outlays are accounted for within budget, and ensuring no unnecessary expenditures and wastage of resources.
- Execute procurement within procurement policies and procedures as required by the organization and approve requests for expenditure within the level of authority and seek approval on extraordinary expenditure within proper mandates.
- Communicates and enforces policies and standards, applies regulatory principles in the best interest of the Organization, and conducts regular quality assurance and compliance checks.
- Collaborates on the development, planning, and implementation of policies that ensure proper Business Continuity (Disaster Recovery).
- Ensure that the daily, monthly, quarterly, and annual compliance checks are completed timeously and submitted to the ISGRC, Group, and Audit teams.
- Ensures that all Audit findings and requests are addressed and managed timeously.



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- Systems Provisioning and Support. Superior customer service is a key aspect of this role.
- Act as the highest point of escalation for systems support queries and requests, and respond to failure notices and escalation requests.
- Ensure minimal system downtime by putting in place proper monitoring and maintenance of systems. Propose new developments and enhancements to systems.
- Test and ensure that application conversions, migrations, installations, and commissioning perform to the level of expectation and resilience required by the business. Manage the development of software and system changes through the software development lifecycle.
- Guides direct reports, System Analysts, Business Analysts, Data Services Specialists, Database Administrators, Leads, DevOps Engineers, Software Developers, Database Engineers, Data Engineers, and System Testers.
- Direct, monitor, and develop staff performance and build staff morale by generating a sense of common purpose and ensuring a good working relationship with all members of staff, thereby motivating staff to work to the maximum of their capabilities.
- Is responsible for the day-to-day leadership, management, and support of the team, including monitoring quality standards, personal development, disciplinary proceedings, and staff appraisals.
- Management Contribute to the investigation and feasibility studies of new projects and be responsible for planning, assigning, and directing work, and project managing IT Applications related projects, ensuring effective change management, communication, and implementation.
- Ensures execution of development plans. Manages the development backlog. Manages service levels of IT-related functions by assigning tasks to team members across functional units.
- Is responsible for release planning. Manages reviews, including requirements and analysis reviews, estimation sessions, design discussions and reviews, backlog grooming, and review activities.
- Working across functions with peers in other groups to ensure collaboration for shared goals and provide a high level of customer service and support to ensure effective and transparent communication.

Qualifications and Experience

- B Degree in Information Technology/Computer Science /Information Systems / Business Application (NQF 7).
- 6-8 years' experience in ICT Application Support:
 - 2 years' experience in a software development environment.
 - 1-2 years' experience in Business Requirements gathering.
 - 2 years' experience at managerial, supervisory or specialist Level.
 - GCOS experience added advantage.



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OR Recognition of Competency:

Number of years with lower-level certificates/qualifications:

- Relevant National Diploma (NQF 6) * 8 years relevant in ICT Application Support:
- Years' experience in ICT Application Support.
- 2 years' experience in a software development environment.
- 1-2 years' experience in Business Requirements gathering.
- 3 years' experience at managerial, supervisory, or specialist Level.
- GCOS experience added advantage.



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Appendix Ss:

Role Description: Quality Assurance and Application Tester

Purpose

The QA and Application Tester ensures that software products and applications meet the required quality standards and function as intended. This role is critical in identifying bugs, performance issues, and usability problems through manual and automated testing, thereby enhancing product reliability and customer satisfaction.

Responsibilities

- Analyze business and system requirements to define test strategies and plans.
- Design and execute manual and automated test cases for functional, regression, integration, and performance testing.
- Identify, document, and track bugs and defects using defect tracking tools.
- Perform end-to-end testing and validate data accuracy between interfaces and databases.
- Conduct exploratory testing and identify edge cases.
- Work closely with developers, business analysts, and product owners to resolve issues and improve test coverage.
- Maintain test environments and ensure readiness for test execution.
- Contribute to the continuous improvement of QA processes and methodologies.
- Prepare test reports and communicate findings to stakeholders.
- Support user acceptance testing (UAT) and provide feedback for production readiness.

Qualifications and Experience

3 to 5 years in software testing and quality assurance roles.

Skills Required:

- Manual and automated testing techniques
- Test planning, scripting, and execution
- Selenium, Postman, JIRA, TestRail, or similar tools
- SQL for data validation
- Understanding of Agile and DevOps methodologies

Certifications Required (Preferred):

- ISTQB Certified Tester – Foundation Level
- Certified Software Tester (CSTE)

Formal Qualifications Required:

- Bachelor's Degree in Computer Science, IT, or Software Quality Assurance

Appendix Tt:

Role Description: DevOps Engineer



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Purpose

Smooth operation of the IT infrastructure. Working closely with the development and operations teams to ensure reliable and efficient deployment and operation of software solutions. To be successful in this role, a DevOps engineer must have a deep understanding of both development and operations processes, as well as a strong technical background. Streamline their operations and make the most of their IT infrastructure. Make technology an asset for businesses, seamlessly integrating it to provide leverage and growth

Responsibilities

- Design and implement CI/CD solutions for single and multi-tier architectures.
- Track monitoring and alerting of downstream operations to identify issues with CI/CD.
- Identify patterns and changes post new CI/CD deployments.
- Use monitoring to track changes in system performance
- Deploying, automating, maintaining, monitoring, and managing Rocketseed production systems, to ensure the availability, performance, scalability, and security of production systems
- Suggesting architecture improvements, recommending process improvements
- Evaluate new technology options and vendor products
- Skill in networking topology and infrastructure design
- Server hardware, including sizing and scalability, as well as deployment best practices, server management suites
- Centralized backup and restore activities
- Definition of processes and procedures to carry on regular server and system health checks
- Liaising with development personnel for product enhancements and troubleshooting
- Liaising with technical support personnel to support them with the use of our system

Qualifications and Experience

- Completed or studying towards a relevant Degree or Diploma.
- Microsoft Office - Word, Excel, PowerPoint (Intermediate to Advanced)
- DevOps or Related

Required Experience and Skills:

- Minimum 3 years' experience working as a developer and/or DevOps Engineer.
- Intermediate technical experience with SQL, C#, .NET, Windows Server, PowerShell, and web-based systems.
- Practical experience with CI/CD technologies, automated deployments, and source control.
- Strong understanding of setting up and managing Production and UAT environments.
- Good understanding of Agile and Scrum processes.
- Good understanding of any of the following Build Servers (TFS, Jenkins, Team City).
- Solid understanding of IIS.
- Knowledge of Windows Servers, SQL Server, and Docker



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Appendix Uu:

Role Description: e-Business Manager

Purpose

- Oversee the design, implementation, and ongoing maintenance of robust data visualization systems across Transnet Port Terminals (TPT).
- Lead the development, deployment, and maintenance of IT solutions to address the system integration needs of TPT, which include:
 - Facilitating seamless integration between TPT's internal systems.
 - Ensuring integration between TPT systems and other Transnet business unit systems.
 - Enabling integration between TPT systems and the systems of Transnet's customers

Responsibilities

- Oversee the development, maintenance, and support of business intelligence systems within TPT, ensuring the seamless transfer of data from transaction processing systems to management dashboards and reports that highlight key process inefficiencies.
- Advise on improvements in the use of information technology to meet business intelligence needs and enhance operational efficiency.
- Lead the planning, execution, and ongoing refinement of the TPT-wide data system, addressing the complexities of Transnet's business operations.
- Facilitate continuous communication and training regarding the framework for enterprise-wide data systems.
- Collaborate with stakeholders across operating divisions to develop and maintain data systems that align with business requirements.
- Ensure that data modelling, procedural, and technical designs adhere to established application development methods, techniques, and standards.
- Manage system integration specifications, design documentation, and system-related requirements.
- Develop and maintain WebMethods applications using tools like Software Integration Server, Designer, Universal Messaging, MWS, and TN.
- Work closely with technical and non-technical teams to capture integration requirements and implement best practices for integration solutions.
- Create comprehensive design documents, both high-level and detailed, for the WebMethods components of projects.
- Present design concepts in technical meetings to relevant stakeholders.
- Oversee management of software licenses and cloud usage for both business intelligence and integration platforms.
- Ensure that business intelligence and integration software is kept up to date with the latest stable releases, following product roadmap guidelines for continuous upgrades.
- Develop and manage budgets while controlling operational costs associated with the business intelligence and integration platforms.
- Draft business cases and scope of work for new projects requiring specialist skills or



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additional support for the internal TPT team, particularly in business intelligence and integration projects.

- Develop and maintain product roadmaps to ensure the ongoing advancement and modernization of business intelligence and integration platforms, aligning with evolving business needs and technological market changes.
- Ensure that all security, high availability, and disaster recovery protocols for the business intelligence and integration platforms are met, ensuring compliance with audit requirements.
- Lead project management and execution for business intelligence and integration platform initiatives.
- Provide leadership and manage the staffing for the relevant section within the team.
- Ensure proper DevOps processes are implemented for software development, testing, and quality assurance before deployment into production.
- Oversee systems implementation, training, and ongoing support for both the business intelligence and integration platforms.
- Maintain 99% uptime for business intelligence and integration platforms.
- Ensure timely root cause analysis and incident reporting for any downtime that impacts business operations.
- Guarantee timely service delivery for new BI reports and interface requirements, while maintaining the availability of the production environment.
- Conduct regular disaster recovery tests by SOPs, ensuring that all information security standards are consistently met.
- Prevent recurrence of audit findings related to business intelligence and integration platforms.
- Estimate costs, conduct feasibility studies, and manage the budgeting process for the section.

Qualifications and Experience

Job Evaluation Criteria:

- Over 5 years of progressively responsible management or operational experience working with electronic data interchange (EDI) systems, data transmission, and multi-functional operations.
- More than 5 years of hands-on experience with databases, file transfer protocols, application programming, data translation tools, communication protocols, and various data exchange methods.
- Proven ability to organize, analyze, and present complex data in a clear and actionable manner.
- Experience in negotiating and managing trading partner agreements is a plus.
- Strong communication, project management, team-building, and interpersonal skills.
- Over 5 years of experience collaborating with both technical and non-technical teams to achieve business objectives.
- More than 5 years of solid, diverse experience in IT roles.
- Excellent organizational, communication, and planning abilities; the EDI and Projects Manager will engage directly with customers and business partners, requiring strong facilitation, presentation, and requirements-gathering experience.



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ROC REQUIREMENTS

Experience with no formal qualifications

- Over 10 years of progressively responsible management or operational experience working with electronic data interchange (EDI) systems, data transmission, and multi-functional operations.
- More than 10 years of hands-on experience with databases, file transfer protocols, application programming, data translation tools, communication protocols, and various data exchange methods.
- Proven ability to organize, analyze, and present complex data in a clear and actionable manner.
- Experience in negotiating and managing trading partner agreements is a plus.
- Strong communication, project management, team-building, and interpersonal skills.
- Over 5 years of experience collaborating with both technical and non-technical teams to achieve business objectives.
- More than 5 years of solid, diverse experience in IT roles.
- Excellent organizational, communication, and planning abilities; the EDI and Projects Manager will engage directly with customers and business partners, requiring strong facilitation, presentation, and requirements-gathering experience.



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Appendix Uu:

Role Description: End User Computing Specialist

Purpose

To provide national oversight, standards, and centralized support for end-user computing, software license management, mobility management, contract management, service desktop management, and all related LAN infrastructure across the ports system.

Responsibilities

- Centralized support, guidance, and central procurement for end-user administration for all terminals at TPT ICT.
- Ensure the resolution of problems within end user computing and all related LAN infrastructure by providing advanced support to desktop technicians across the ports system.
- Attend to escalations of end-user computing services relating to all desktop and endpoint software.
- Maintenance and support to ensure the availability of the desktop and software services according to prescribed procedures, policies, standards, and SLAs.
- Manage service delivery for printing services to terminals.
- Ensure monthly incident reports of the end-user computing and printing services are compiled and sent to management.
- Manage IT end user assets such as laptops, desktops, printers, and mobility (cell phones, APN, and VPN).
- Maintain an up-to-date asset register of all desktops, laptops and printers, and cell phones, including details such as the name and contact details of the user the asset is assigned to, date the asset was placed in service, make, model, technical specification, and warranty expiry date.
- Ensure that the new desktops are purchased/leased to replace the devices that are end of life or required by new employees by producing the required documents and managing the project as per the Transnet capital project life cycle.
- Ensure that replaced desktops and laptops are scrapped as per the Transnet asset disposal policy.
- Ensure that the management of the recurrent software portfolio ensures the timely renewal of recurrent software. Generate and maintain cross-functional roadmaps
- Research, collaborate, and influence 3rd party vendors to develop innovative solutions.
- Research and apply global server and infrastructure trends and practices
- Ensure delivered products meet the needs of the business
- Captures decisions on technology required to support general infrastructure requirements (e.g., file sharing, server environment) as well as hardware and software infrastructure for enterprise data and applications.
- Function as a solutions technical lead within the pre-project phase of a project, including the development or oversight of future state infrastructure designs
- Contribute to the overall alignment of ICT delivery to the business needs
- Be actively involved in the tender process regarding new infrastructure technology projects



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- Work closely with 3rd party vendors regarding new technology and current technology upgrades
- Collaborate with the Group and other Business units on infrastructure standardisation
- Prepare specifications and reports, deliver oral presentations, and explain complex technical concepts in simple terms
- Customer-focused to understand and appropriately respond to customers' business needs
- Perform other ad hoc technical duties as required
- Perform data center monitoring and adherence to governance, SOP, and audit requirements, and completion of checklists

Qualifications and Experience

Job Evaluation Criteria:

- 3-year IT diploma or degree required.
- At least 2 years' experience in Service Delivery Management of end user support environment support as per prescribed procedures, policies, standards, and SLAs is essential.
- 1 to 2 years of relevant technical support experience in the End User Computing services and related LAN Infrastructures Services is essential.

ROC REQUIREMENTS

Experience with no formal qualifications

- NQF Level 5 (120 credits)
- At least 4 years' experience in the Service Delivery Management of end user support environment support according to prescribed procedures, policies, standards, and SLAs is essential.
- 4 years of relevant technical support experience in the End User Computing services and related LAN Infrastructures Services are essential.



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Appendix Vv:

Role Description: Controlling Administrator

Purpose

- To provide service desk support.
- To provide administration support for service delivery, vendor, and contract management.
- To assist in enforcing financial, administrative, and IT general controls across the nation.
- To be the Lead cell phone champion and deal with all mobility-related queries for TPT HQ.

Responsibilities

- Employee must monitor the logging of calls on the call centre system used and provide support, categorizations, ensure cleanup, and provide daily support.
- Employee must ensure that all downtime is correctly logged and that downtime reports are presented to management every month.
- To file and record all ICT forms, documentation, and correspondence in the service delivery portfolio.
- To track, record, and log printer fault incidents and toner requests for TPT HQ.
- Manage service delivery for printing services to all terminals.
- Be the Lead cell phone champion and manage service delivery for mobility services to all terminals.
- Ensure that printing services invoices are paid for by the terminals.
- To follow up with IT Managers at terminals to ensure that audit findings regarding data centres are responded to.
- Employee must monitor, support, and follow up on invoices, jobs, accounts, payments, and other queries with external vendors.
- Submission and administration of procurement orders to the buying office, requests For Quotations (RFQ), and following up on orders for purchase.
- To assist with cost centre management, budgeting, and expenditure for cost centres 9018 and 9020.
- Recording and filing of all internal and external customer queries in the service desk and expediting of cases for escalation to the ICT Support Administrators.
- To ensure that ICT assets and asset information in the ICT Asset database is maintained by infrastructure staff members.
- To log and record issued ICT assets to internal users.
- Ensure monthly incident reports of the end-user computing and printing services are compiled and sent to management.
- Be a cell phone champion for TPT HQ. Manage mobility (cell phones, APN, and VPN) for HQ.
- Maintain an up-to-date asset register of all desktops, laptops and printers, and cell phones, including details such as the name and contact details of the user the asset is assigned to, the date the asset was placed in service, make, model, technical specification, and warranty expiry date.
- Perform other ad hoc technical duties as required.



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Qualifications and Experience

Job Evaluation Criteria:

- 3-year IT diploma or degree required.
- At least 2 years' experience in the service and contract management support for outsourced IT services according to prescribed procedures, policies, standards, and SLAs is essential.
- 1 to 2 years in contract management, asset management, budgeting, and financial management

ROC REQUIREMENTS

Formal Qualifications & Experience

- NQF Level 5 (120 credits)
- At least 4 years' experience in the support for service and contract management for outsourced IT services according to prescribed procedures, policies, standards, and SLAs essential.
- 4 years in contract management, asset management, budgeting, and financial management



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Appendix Ww:

Role Description: Business Intelligence Developer

Purpose

- The successful candidate will be responsible for developing and maintaining data solutions, performing data analysis, and providing insights to end users.
- Conduct business requirement analyses in TPT to visualize data on dashboards and reports to highlight critical process deficiencies and to recommend solutions to improve the use of information technology for supporting business information requirements.
- Designing, developing, and maintaining data warehouse and analytics architecture to meet clients' business analysis and reporting needs.
- Design, develop, and maintain data solutions using Microsoft Power BI.
- Build and maintain reports and dashboards using Power BI.
- Handling the delivery of data and information relating to the business intelligence of various clients.
- Manage and support the development and implementation of a reliable data visual system across Transnet Port Terminals (TPT)
- Plan and execute the development, maintenance, and ongoing refinement of the TPT-wide data system, accommodating the complexities of Transnet business
- Do ongoing communication and education on the framework for enterprise-wide data systems.
- Interact with other Operating Division stakeholders to develop and maintain data systems to meet business needs

Responsibilities

- The successful candidate will be responsible for developing and maintaining data solutions, performing data analysis, and providing insights to end users.
- Conduct business requirement analyses in TPT to visualize data on dashboards and reports to highlight critical process deficiencies and to recommend solutions to improve the use of information technology for supporting business information requirements.
- Design, develop, and maintain data solutions using Microsoft Power BI.
- Plan and execute the development, maintenance, and ongoing refinement of
- Build and maintain reports and dashboards using Power BI.
- Designing, developing, and maintaining data warehouse and analytics architecture to meet clients' business analysis and reporting needs.
- Manage and support the development and implementation of a reliable data visual system across Transnet Port Terminals (TPT), the TPT-wide data system, accommodating the complexities of Transnet business
- Handling the delivery of data and information relating to the business intelligence of various clients.
- Do ongoing communication and education on the framework for enterprise-wide data systems.
- Interact with other operating division stakeholders to develop and maintain data systems to meet business needs



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Qualifications and Experience

Job Evaluation Criteria:

- Minimum of 5 years' experience in business intelligence and reporting with an applicable bachelor's degree/ National Higher Diploma in Computer Science or Information Technology/ Systems related
- At least 1 year of Microsoft Power BI and Microsoft Power Apps experience
- Data modelling experience preferred

ROC REQUIREMENTS

Formal Qualifications & Experience:

- Related B-degree or B. Tech National/Advanced Diploma (NQF 6/7) in Computer Science or Information Technology/ Systems
- 4 years of experience in business intelligence and reporting
- At least 1 year in Microsoft Power BI and Microsoft Power Apps
- Data modelling experience preferred
- Transnet Leadership Development Programme (advantage)

OR

Experience with no formal qualifications

- Matric
- 8 years of relevant experience in business intelligence and reporting
- At least 1 year of Microsoft Power BI and Microsoft Power Apps experience
- Data modelling experience preferred



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Appendix Xx:

Role Description: SAP Systems Analyst, Finance and Controlling

Purpose

To manage and improve the overall effectiveness of the SAP module through continuous improvement and new development initiatives. Provide functional leadership, support, and guidance to both business and IT by driving change, transferring knowledge, and growing skills.

Responsibilities

- Provides functional support to business end users
- Ensure that system configuration, training, and support documentation are developed, maintained, and kept effective by the changing application solution.
- Utilizes one's business experience, subject knowledge, and skills to assess and advise on solutions and alternatives, hence converting business requirements to functional solutions.
- Provides detailed analysis and design specifications of recommended solutions
- Collaborates with business and team and provides project management/ team lead role on project deliverables from concept to implementation
- Develops high-value solutions through an understanding of business requirements, industry standards, and best practices as well as a compliance with governance procedures and standards.
- Fosters sound relationships with internal and external stakeholders and can discuss and influence decision-making.
- Contributes as an SME and leads team members and serves as a mentor to the team, ensuring skills growth and transfer of knowledge.
- Research, develop, and implement strategies for continuous quality improvements and effective use of systems.
- Plan and prioritize long-term TPT-specific and transversal project initiatives in line with business requirements.
- Ensure compliance with industry-accepted development methodologies and use of specialized tools and techniques.
- Research of industry-specific solutions as part of continuous improvement and innovation.
- Prepare business case proposals and requirements specifications
- Lead and utilize fellow team members in various project initiatives.
- Assist in planning the technical roadmap – analyzing, testing, and implementing product enhancement sets and creating user awareness and training.
- Manage incident and change processes, ensuring effective service delivery by SLA's

Qualifications and Experience

- Bachelor's degree/B.Tech in IT, Computer science, or related in commercial or Technical
- At least 5 years of SAP application support experience
- 2 years of System configuration
- SAP certification in Finance and Controlling
- Sound knowledge of SAP integration areas
- Additional SAP Skills in cross-functional areas and technologies.



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Appendix Yy:

Role Description: SAP Systems Analyst, Project Systems and Investment Management

Purpose

To manage and improve the overall effectiveness of the SAP module through continuous improvement and new development initiatives. Provide functional leadership, support, and guidance to both business and IT by driving change, transferring knowledge, and growing skills.

Responsibilities

- Provides functional support to business end users
- Ensure that system configuration, training, and support documentation are developed, maintained, and kept effective by the changing application solution.
- Utilizes one's business experience, subject knowledge, and skills to assess and advise on solutions and alternatives, hence converting business requirements to functional solutions.
- Provides detailed analysis and design specifications of recommended solutions
- Collaborates with business and team and provides project management/ team lead role on project deliverables from concept to implementation
- Develops high-value solutions through an understanding of business requirements, industry standards, and best practices as well as a compliance with governance procedures and standards.
- Fosters sound relationships with internal and external stakeholders and can discuss and influence decision-making.
- Contributes as an SME and leads team members and serves as a mentor to the team, ensuring skills growth and transfer of knowledge.
- Research, develop, and implement strategies for continuous quality improvements and effective use of systems.
- Plan and prioritize long-term TPT-specific and transversal project initiatives in line with business requirements.
- Ensure compliance with industry-accepted development methodologies and the use of specialized tools and techniques.
- Research of industry-specific solutions as part of continuous improvement and innovation.
- Prepare business case proposals and requirements specifications
- Lead and utilize fellow team members in various project initiatives.
- Assist in planning the technical roadmap – analyzing, testing, and implementing product enhancement sets and creating user awareness and training.
- Manage incident and change processes, ensuring effective service delivery by SLA's
- Qualifications and Experience
- Bachelor's degree/B.Tech in IT, Computer science or related in commercial or Technical
- At least 5 years of SAP application support experience
- 2 years of System configuration
- SAP certification in Project Systems and Investment Management
- Sound knowledge of SAP integration areas
- Additional SAP Skills in cross-functional areas and technologies.



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Appendix Zz:

Role Description: SAP Plant Maintenance Analyst

Purpose

The position contributes to the development, implementation, and execution of the SAP Plant Maintenance processes and works with business process owners in developing appropriate strategies, tactics and technology enablers for Plant Maintenance. Incumbents communicate SAP PM capabilities and possibilities to designated functional areas, while seeking ways to collaborate with IT members (the Architects, Business Analysts, and Business Relationship Managers, in particular) to facilitate transitions.

Responsibilities

- Provides functional support to business end users
- Understand client requirements, provide solutions, and configure the system accordingly.
- Ensure that system configuration, training, and support documentation are developed, maintained, and kept effective by the changing application solution.
- Develop business functional specifications and technical specifications for all new developments.
- Utilizes one's business experience, subject knowledge and skills to assess and advise on solution and alternatives, hence converting business requirements to functional solutions.
- Effective working relationships with partners, IT/Business Analyst and other business teams.
- Collaborates with business and team and provides project management/ team lead role on project deliverables from concept to implementation
- Develops high value solutions through an understanding of business requirements, industry standards and best practices as well as a compliance to governance procedures and standards.
- Fosters sound relationships with internal and external stakeholders and be able to discuss and influence decision-making.
- Planning and executing SAP PM Implementation and development activities.
- Research, develop and implement strategies for continuous quality improvements and effective use of systems.
- Plan and prioritize long-term TPT-specific and transversal project initiatives in line with business requirements.
- Ensure compliance with industry-accepted development methodologies and use of specialized tools and techniques.
- Research of industry-specific solutions as part of continuous improvement and innovation.
- Prepare business case proposals and requirements specifications
- Assist with SAP PM Data mapping to other systems.
- Manage incident and change processes, ensuring effective service delivery by SLA's
- Provide SAP PM second-line support to the business
- Perform system unit and integration testing.
- Support Other Modules of knowledge, such as FICO, MM, PS, ... where applicable



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- Recording of incident and call management

Qualifications and Experience

- Bachelor's degree/B.Tech in IT, Computer science, or related in commercial or Technical
- At least 5 years of relevant SAP application support experience
- 2 years of system configuration
- Relevant SAP certification
- Sound knowledge of SAP integration areas
- Additional SAP Skills in cross-functional areas and technologies.



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Appendix A1:

Role Description: Manager: Applications Systems (SAP)

Purpose

- Leading a team of resources that provide and support IT Applications/Solutions to TPT. The IT solutions include SAP and non-SAP solutions, and are provided to all business functions such as Operations, Finance, Procurement, Plant Maintenance, etc. The resources managed include (but are not limited to) Line Managers, Business Analysts, Technical Leads, Software Developers, Database Engineers/Administrators, and System Testers
- Developing, implementing application strategies for the business areas mentioned above.
- Provide software services to a client by delivering system developments, changes, and enhancements.
- Responsible for software systems within the ERP Solutions within Transnet Port Terminals
- Managing the requirements from stakeholder groups.
- Identifying, assessing, planning, and implementing applications that are needed to improve business operations.

Responsibilities

Strategy, Vision, and Goals

- Collaborate with Executive and Senior Management in developing the IT Applications strategy and vision in line with corporate and technological drivers
- Set team goals in line with the Organization and IT strategies
- Collaborate with Line Managers, Architects, Technical Leads, Analysts, and Developers in sharing the organization's mission, strategy, goals, and vision, ensuring clarity around priorities and goals for the team
- Work with direct reporting Line Managers at goal creation for the team to ensure the goals cascade to all staff.
- Collaborate with Executive and Senior Management in prioritizing of solutions
- Develop and maintain product roadmaps

Technology and Architecture

- Review and approve architectural plans
- Nurture, enforce, and monitor product technical excellence
- Manage research, evaluation, and recommendation of new technologies and solutions
- Ensure ongoing and continual improvement in all aspects of Information Technology
- Monitor and keep abreast of industry trends, technologies, and standards
- Facilitate bringing the right people together to develop technical solutions and resolve technical issues
- Ensuring the organization plans adequately for changes in technology

Budget

- Provide financial and budgetary information and forecasts for the team, including estimation of development resource requirements
- Ensure proper management of allocated budget and resources, and ensure that all



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expenses and outlays are accounted for within budget

- Approving requests for expenditure within the level of authority and seeking approval on extraordinary expenditure within proper mandates
- Oversee the Applications Systems budget, ensuring that there are no unnecessary expenditures and wastage of resources
- Execute procurement within procurement policies and procedures as required by the Organization
- Managing all finance and invoices about the cost centre allocated to this department.

Policies and Governance

- Regularly review policies and their alignment with the overall Transnet strategy
- Manage, maintain, and ensure compliance with IT policies within the team
- Communicates and enforces policies and standards
- Collaborates on the development, planning, and implementation of policies that ensure proper Business Continuity (Disaster Recovery)
- Ensure that the daily, monthly, quarterly, and annual compliance checks are completed timeously and submitted to the ISGRC, Group, and Audit teams.
- Ensures that all Audit findings and requests are addressed and managed timeously.

Provisioning and Support

- Superior customer service is a key aspect of this role
- Act as a highest point of escalation for systems support queries and requests
- Respond to failure notices and escalation requests
- Ensure minimal system downtime by putting in place proper monitoring and maintenance of systems
- Propose new developments and enhancements to systems
- Apply regulatory principles in the best interest of TPT
- Conduct regular quality assurance and compliance checks
- Ensure quality and quantity of service delivery in support of systems
- Test and ensure that application conversions, migrations, installations, and commissioning perform to the level of expectation and resilience required by the business
- Manage the development of software and system changes through the software development lifecycle
- Provide for multisite software, office automation, telephony, and desktop design, development, and maintenance

Business and Systems Analysis

- Lead Business Analysis exercises to design, implement, and improve our Information Systems

- Performs the role of highest-level Product Manager

Mentoring, Coaching, Training, and Leadership

- Guides direct reports
- Leads, DevOps Engineers, Software Developers, Database Engineers, Data Engineers, and System Testers
- Directs, monitors, and develops staff performance
- Builds staff morale
- Generates a sense of common purpose



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- Ensures a good working relationship with all members of staff, thereby motivating staff to work to the maximum of their capabilities
- Is responsible for the day-to-day leadership, management, and support of the team, including monitoring quality standards, personal development, disciplinary proceedings, and staff appraisals
- Communicates goal results and key performance indicators to direct reports
- Is a role model, coach, and mentor
- Sets an example of quality and good work ethic, and raises the level of quality of the team
- Has an attitude of sharing knowledge
- Is responsible for identifying and avoiding centralization of knowledge and unnecessary dependencies on individuals
- Demonstrates a culture of leadership and development with the teams
- Demonstrates a culture of individual leadership and development
- Exhibits a progressive attitude to technology and career
- Demonstrates an attitude of non-bias to favoritism
- Gain and maintain the team's respect with the quality of work and leadership
- Is courageous, firm, fair, and approachable
- Ensure cross-functional communication between development activities

Talent Acquisition

- Review CVs of potential recruits
- Interview, assessment, and selection of recruits

Projects and Plans

- Expert-level Project Management
- Contribute to the investigation and feasibility studies of new projects
- Is responsible for planning, assigning, and directing work
- Project manages IT applications-related projects, ensuring effective change management, communication, and implementation
- Creates and communicates development plans
- Ensures execution of the development plans
- Manages the development backlog
- Manages service levels of IT-related functions by assigning tasks to team members across functional units
- Is responsible for release planning
- Manages reviews, including requirements and analysis reviews, estimation sessions, design discussions and reviews, backlog grooming, and review activities
- Actively look for ways to increase the team's productivity by eliminating waste
- Provides regular feedback and reports to Executives and Senior Management on development issues and possible solutions, as well as development status reports
- Oversees multiple Projects

Business and Stakeholder Engagement

- Member of the ICT Management Committee (MANCO)
- Leads and participates in management committees on special projects
- Liaises with the various Executives and Senior Managers to ensure that IT meets their needs and to ensure that policies and procedures are in place, well communicated, and



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adhered to by all the staff

Qualifications and Experience

Job Evaluation Criteria:

- Minimum of 8 years' Experience in ICT with a relevant degree/ National Higher Diploma in Information Technology/Computer Science /Information Systems / Business Application
- 2 years' experience in a software development environment
- 1-2 years' experience in Business Requirements gathering
- 2 years' experience at managerial or specialist Level

Formal Qualifications & Experience:

- A relevant degree in Information Technology/Computer Science /Information Systems / Business Application
- 6-8 years' experience in ICT Application Support:
- 2 years' experience in a SAP environment
- 1-2 years' experience in Business Requirements gathering
- 2 years' experience at managerial, supervisory or specialist Level.
- SAP certification added advantage

Recognition of Competency:

- Number of years with lower-level certificates/qualifications:
- Relevant National Diploma (NQF 6)
- 8 years relevant in ICT Application Support:
- 5 years' experience in ICT Application Support.
- 2 years' experience in a SAP environment
- 1-2 years' experience in Business Requirements gathering
- 3 years' experience at managerial, supervisory, or specialist Level.
- SAP certification added advantage



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Appendix B2:

Role Description: Systems Analyst

Purpose

Support services relating to operational applications, not limited to the application system, may be provided both to system users and to service delivery functions such as computer operations and help desk. Support typically involves investigating and resolving problems, providing information about the systems and equipment, and monitoring their performance.

Responsibilities

- providing advice or training to users about the correct operation or constraints of equipment
- correcting faults,
- making general or site-specific modifications,
- updating system documentation,
- defining enhancements - often in close collaboration with the systems' developers and super users.
- Monitoring EDI schedules
- Ensure that the Applications are functioning effectively in terms of performance
- Backup and Server maintenance
- ITGC and corporate governance control
- Handle all escalations of problems to vendors
- Liaison between support services and the end users
- Providing second-level application Support

Qualifications and Experience

- 3-5 years IT Experience

Knowledge:

- Detailed knowledge of relational databases such as SQL Server. This includes writing structured queries to retrieve/update data from a database
- Systems Integration with SAP via IDOC, XML, etc.
- Understanding of Application Systems
- Customer Services
- Business Process Improvements
- Change Management
- Business Analysis techniques



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Appendix C3:

Role Description: Business Process Engineer

Purpose

The Business Process Engineer is responsible for analyzing, designing, and optimizing business processes to improve operational efficiency and service delivery. The role involves working closely with business units and ICT teams to identify improvement opportunities, redesign workflows, and implement automation or digital transformation solutions.

Responsibilities

- Analyze existing business processes and identify inefficiencies, redundancies, and bottlenecks.
- Map current ("As-Is") and future ("To-Be") business processes.
- Facilitate workshops and interviews with stakeholders to gather requirements and improvement ideas.
- Recommend and implement process redesign, reengineering, or digital solutions.
- Support implementation of automation tools (e.g., RPA, Power Automate).
- Document standard operating procedures (SOPs), policies, and process maps.
- Conduct impact analysis and change management for process changes.
- Collaborate with ICT teams to align business processes with technology platforms.
- Monitor process performance using KPIs and continuous improvement techniques.
- Ensure compliance with internal governance, risk, and regulatory standards.

Qualifications and Experience

- 3 to 5 years in business process analysis, engineering, or continuous improvement roles.

Skills Required:

- Process mapping (BPMN, Visio, ARIS, etc.)
- Root cause analysis, Lean Six Sigma principles
- Stakeholder engagement and facilitation
- Business requirement gathering and documentation
- Analytical and critical thinking

Certifications Required (Preferred):

- Lean Six Sigma (Green Belt or higher)
- Business Process Management (BPM) Certification

Formal Qualifications Required:

- Bachelor's Degree in Industrial Engineering, Business Management, Information Systems, or equivalent



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Appendix D4:

Role Description: Reporting Specialist

Purpose

The ICT Reporting Specialist is responsible for designing, developing, and maintaining reports and dashboards to support operational, strategic, and compliance needs within the ICT environment. This role focuses on data accuracy, stakeholder reporting, and performance analytics.

Responsibilities

- Collect, clean, and validate data from various ICT systems and databases.
- Design and generate operational and executive-level reports and dashboards.
- Translate reporting requirements into meaningful visualizations using reporting tools.
- Automate regular reporting processes to improve efficiency and reduce manual effort.
- Analyze data trends and provide insights to support decision-making.
- Collaborate with business units and ICT teams to ensure data integrity and alignment.
- Maintain data dictionaries and reporting documentation.
- Support ICT governance, audit, compliance, and KPI reporting needs.
- Train users on self-service reporting tools as required

Qualifications and Experience

- 3 to 5 years in data analysis, business intelligence, or ICT reporting roles.

Skills Required:

- Advanced Excel, Power BI, SQL
- Data analysis, data visualization, and reporting
- Understanding of ICT KPIs and operational metrics
- Data governance and quality principles
- Attention to detail and strong communication skills

Certifications Required (Preferred):

- Microsoft Certified: Data Analyst Associate (DA-100 or PL-300)
- Power BI Certification

Formal Qualifications Required:

- Bachelor's Degree in Information Systems, Computer Science, Statistics, or related field



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Appendix E5:

Role Description: Data Engineer

Purpose

The Data Engineer designs, builds, and maintains scalable data pipelines and systems to collect, transform, and make data available for analysis and reporting. The role is essential in enabling data-driven decision-making by ensuring that data is accessible, accurate, and secure

Responsibilities

- Design and develop ETL/ELT data pipelines for structured and unstructured data.
- Build and maintain data warehouses, data lakes, and integration layers.
- Develop data models and optimize database performance.
- Clean, validate, and transform data to meet business and analytical needs.
- Integrate data from multiple internal and external sources.
- Implement and manage data security, governance, and quality frameworks.
- Collaborate with data scientists, analysts, and business teams on data requirements.
- Monitor data pipelines and resolve issues proactively.
- Document data architecture, metadata, and lineage.

Qualifications and Experience

- 3 to 5 years in data engineering or ETL development roles.

Skills Required:

- SQL, Python, Spark, or Scala
- ETL tools (e.g., SSIS, Informatica, Azure Data Factory)
- Data warehousing (e.g., Snowflake, Synapse, Redshift)
- Cloud platforms (Azure, AWS, or GCP)
- Data modeling and architecture

Certifications Required (Preferred):

- Microsoft Certified: Azure Data Engineer Associate
- Google Professional Data Engineer or AWS Data Analytics Certification

Formal Qualifications Required:

- Bachelor’s Degree in Computer Science, Data Science, or Information Engineering



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Appendix F6:

Role Description: Full Stack Developer

Purpose

The Full Stack Developer is responsible for developing both front-end and back-end components of web applications. The role involves working across the software development life cycle to deliver high-quality, user-centric, and scalable systems.

Responsibilities

- Develop and maintain responsive web applications using modern front-end frameworks.
- Build robust back-end APIs and services using appropriate server-side technologies.
- Design and manage databases and ensure secure data handling.
- Collaborate with UI/UX designers to implement visually appealing interfaces.
- Integrate third-party APIs and external systems.
- Conduct unit and integration testing and assist with code reviews.
- Participate in Agile development processes, including sprint planning and retrospectives.
- Troubleshoot and resolve technical issues across the stack.
- Write and maintain technical documentation.

Qualifications and Experience

- 3 to 5 years in full-stack development roles.

Skills Required:

- Front-end: HTML5, CSS3, JavaScript, React.js/Angular/Vue.js
- Back-end: Node.js, .NET Core, Java, or Python
- Databases: SQL Server, PostgreSQL, MongoDB
- Version control: Git/GitHub, Azure DevOps
- RESTful APIs, security, and responsive design

Certifications Required (Preferred):

- Microsoft Certified: Azure Developer Associate
- Full Stack Web Development Certification (e.g., from freeCodeCamp, Coursera, etc.)

Formal Qualifications Required:

- Bachelor's Degree in Software Engineering, Computer Science, or related field



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Appendix G7:

Role Description: IT Manager

Purpose

To provide effective management of all technology-related services and solutions to the terminal and related users. To manage the ICT infrastructure and provide comprehensive ICT support to the Terminal ICT community

Responsibilities

- Management of all ICT projects at the Head Office
- Management of end users' computing environment
- Management of all Infrastructure / Servers/ Networks/ Equipment at an HQ level
- Manage all systems at the HQ level, inclusive of the Call Centre
- End user support on all Transnet-approved desktop applications.
- Support & management of Active Directory & exchange clients.
- First-level troubleshooting on ICT-related requests.
- Composition of reports and governance controls.
- To provide strategic guidance and framework for ICT-related implementations
- Management of SLA's and monitoring adherence and compliance with vendors, and suppliers
- Management of costs and operational expenditure
- Implement best-of-breed ICT solutions to optimize operational efficiencies
- Management, career pathing, and training of staff and personnel
- To manage the central service desk and comply with the IT Operating model
- To ensure that Risk Management is effectively controlled and reported on

Qualifications and Experience

- Relevant B-degree or B. Tech National/Advanced Diploma (NQF 6/7) in Information Technology, Computer Science
- Min 5 years' relevant experience in a large enterprise, preferably with 1 year supervisory or specialist experience
- Transnet Leadership Development Programme (advantage)

Number of years with lower-level certificates/qualifications

- NQF 5 (120 credits)
- 6 years relevant and solid experience in taking accountability for the operation of own work area or as a team member, concerning the quality, standards, and outputs related to defined work procedures, with at least 2 years at a supervisory level or specialist experience.
- Transnet Leadership Development Programme (advantage)



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Appendix H8:

Role Description: Network and Cloud Engineer

Purpose

The IT Network Specialist is responsible for managing the planning, coordination, configuration, and installation of all networks – LAN, WAN, mobile, and Wireless - within the enterprise to meet business requirements. Ensure that the network service providers implement and manage the networks as per the agreed Service Levels.

Responsibilities

- Agree on service level consistent with current business needs and future requirements
- Assume overall responsibility for the design and implementation of Local Area Networks, Wide Area Networks, and Wireless LAN communications and connections.
- Create and submit Business Requirement Specifications (BRS) to the network service provider for design and quotation of a solution.
- Evaluate and approve designs and quotations received from the network service provider based on the BRS submitted
- Monitor and manage implementation projects related to requirements stated in BRS.
- Ensuring network availability and acceptable network response times for business transactions
- Monitor reliability, performance, and security of all LAN/WANs.
- Establish network standards and guidelines.
- Research / assess available network technologies about Transnet's current and future needs.
- Manage network service provider delivery to ensure Service Level targets are met.
- Validate and approve changes to network and network security configurations.
- Advise senior IT management of the viability of using new network technologies

Qualifications and Experience

- Bachelor's degree or Diploma in Computer Science, Engineering, or related discipline
- 2 to 5 years of related experience with LAN/WAN/Wireless and multiplatform environments.
- ITIL Foundation and ITIL Service Management recommended
- 2-year Cloud Services deployment and management.



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Skills Required:

- Strong customer service orientation.
- Proven analytical and problem-solving abilities.
- Ability to effectively prioritize and execute tasks in a high-pressure environment.
- Strong interpersonal and oral communication skills.
- Adept at reading, writing, and interpreting technical documentation and procedure manuals.
- Ability to conduct research into network products and protocols as required.
- Ability to present ideas and solutions in user-friendly language.
- Highly self-motivated and directed.
- Review and modify network designs.
- Skilled at working within a team-oriented, collaborative environment.



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Appendix I9:

Role Description: Desktop Support Analyst

Purpose

To provide a single point of contact for end-users to receive technical support for all information technology equipment within the Head Office by installing, diagnosing, repairing, and upgrading all computers, hardware and software, as well as disaster recovery, business continuity planning, business phone solutions, and security solutions to ensure optimal workstation performance of critical small systems and data servers. To provide continual and reliable desktop support for all TPT users so that all the required business activities can continue functioning. This includes all facets of the Desktop environment to achieve no downtime and zero call-backs. Moreover, the functions of this position have become multi-functional Desktop Engineers supporting hardware, software, servers, printers, multimedia, networking and mobility, and video conferencing.

Responsibilities

- Ensure uptime of network, internet, mail connectivity, end user logon access, and reliability of equipment used.
- Using hardware and software tools effectively to ensure efficient business processes.
- Ensure the uptime of servers and critical systems running at HQ.
- Backup management of user data on laptops, iPads, cellular devices, and small systems. Management of backup tapes and off-site storage areas
- Maintain uptime and availability of storage servers.
- Maintaining and implementing ICT security measures.
- The provision of technical support service for TPT by analyzing, diagnosing, and resolving simple and complicated software/ hardware/ network/ in-house business application software/ server problems and issues that clients experience.
- To procure repairs and maintenance, and replacement of ICT equipment and goods and services to ensure reduced downtime by ensuring the availability of equipment.
- Direct quality assurance testing of new processes or systems, and Research and Development testing of new software and hardware to check usability and benefits to TPT
- Distribution of system downtimes, ICT Tips within HQ to assist end-users with basic computing
- Install, configure, and repair network printers, non-network printers, and SAP printers for end-users and manage printer cartridge replacements and stock replenishments
- Set up, configure, and repair video conferencing facilities, boardroom equipment (projectors, microphones, tele-conference devices, pointers), and digital signage connectivity issues at all HQ sites
- Install and configure equipment and external Client's hardware for special projects and training sessions
- Ensure availability of LAN, WAN, WIFI, WWAN (3G), and APN for remote access on laptops, iPads, cellular devices
- Project Management — The execution of ICT-related minor works projects for various business units in HQ— Full project life cycle
- First line support of all functions that are outsourced to third parties — Printers, networks,



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Audio visual, Digital Signage, VC, Voice recording

- Equipment and Computer room maintenance and management — Physical and Electronic
- Updating and maintaining of Software license and Hardware inventories
- Desktop capacity planning, including monitoring of user disk usage on servers and mailbox sizes to ensure availability of services.
- Management and monitoring of all Third-Party staff while working on devices in the ICT environment — escalation and liaison with suppliers
- Management and control of all ICT loan equipment
- Provide multifunctional desktop support in terms of hardware, software, servers, printers, multimedia, networking, and mobility

Qualifications and Experience

- 3-Year Diploma.
- A+ Certification
- N+ Certificaton

Minimum Years Relevant Experience:

- 5 Years' experience with exposure to Desktop support



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Appendix J10:

Role Description: Infrastructure Specialist

Purpose

To manage the delivery of infrastructure support services nationally. To manage and support all hardware infrastructure of the datacentres and provide support and maintenance of these datacentres nationally for TPT. To oversee the provision of networking, server deployments, virtualization, and backup strategy in TPT ICT. To support group-wide initiatives around transversal services in infrastructure and Active Directory environments. To ensure compliance with all policies and procedures relating to areas of responsibility. To manage all software licenses and hardware maintenance, and renewal of warranties. To manage patching and antivirus, and capacity planning for Infrastructure requirements. To ensure adequate redundancy and disaster recovery, and continuity are available, and processes are in place. Develop business, information, technical, and solution specification documentation. Contribute to the overall alignment of ICT delivery to the needs of the business

Responsibilities

- Design of infrastructure architectures that meet business requirements and are consistent with the enterprise architectural standards by working with constituents and Transnet Group Enterprise Architecture to gain consensus and establish architectural standards, policies and directions
- Assist in compiling, rollout and maintenance of ICT Roadmap
- Provide expertise in the definition, adoption and adherence to infrastructure architecture strategies, processes and standards
- Manage new solution deployments (Project Management)
- Delivers infrastructure for large initiatives
- Define solutions for technical projects and capacity planning
- Develop business, information, technical, solution specification documentation
- Review and assess impact of proposed changes to current infrastructure
- Provide technology assistance and direction to other projects, ensuring that all technologies work effectively together.
- Ensure projects are delivered on time and within budget when project managing projects
- Assist compiling operational and capital budgets for future infrastructure implementations and projects and support
- Monitor adherence to corporate standards in design and testing of infrastructure and datacentres
- Generate and maintain cross functional roadmaps
- Research, collaborate and influence 3rd party vendors to develop innovative solutions
- Research and apply global server and infrastructure trends and practices
- Ensure delivered products meet the needs of the business



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- Captures decisions on technology required to support general infrastructure requirements (e.g., file sharing, server environment) as well as hardware and software infrastructure for enterprise data and applications
- Function as a solutions technical lead within the pre-project phase of a project, including the development or oversight of future state infrastructure designs
- Contribute to the overall alignment of ICT delivery to the business needs
- Be actively involved in the tender process regarding new infrastructure technology projects
- Work closely with 3rd party vendors regarding new technology and current technology upgrades
- Collaborate with the Group and other Business units on infrastructure standardization
- Prepare specifications and reports, deliver oral presentations, and explain complex technical concepts in simple terms
- Customer-focused to understand and appropriately respond to customers business needs
- Perform other ad hoc technical duties as required
- Perform datacentre monitoring and adherence to governance, SOP, and audit requirements, and completion of checklists

Qualifications and Experience

- B-Degree/ B-Tech related to the ICT field
- 5 years of IT&S Operations Management in Server / Infrastructure/ Network Management experience
- 1-2 years in data center management
- Cloud (IaaS) experience preferred



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Appendix K11:

Role Description: Technical Support Analyst

Purpose

- Responsible for the Design and Deployment of the National Architecture and Infrastructure.
- Responsible for Managing and Maintaining the National System Architecture and Infrastructure.
- Ensuring High levels of system availability.
- Responsible for the Design and Implementation of a Disaster and Recovery Plan, ensuring minimal loss in Operational productivity time.
- Designing and implementing a Corporate Governance framework to manage the application System's Infrastructure.
- Optimizing Current and future technology to deliver on business requirements
- Project Manage Deployment / Role out projects of National Infrastructure
- Scope and Define SLA Components for Container Sector Support Levels
- Provide 3 Tier Infrastructure Support to remote Sites

Responsibilities

- Manage Windows and VMware Architecture and Infrastructure.
- Ensure Minimal Downtime (High System Availability)
- Compliance with TPT Corporate Governance, SOP, and audit requirements
- Infrastructure Capacity Planning
- Identifying Industry Trends and Best Practices
- Maintain Service Levels for the Container Sector
- Facilitating Business Process and Procedure Improvements
- Manage 3rd service level Agreements
- Keep abreast with Current IT Technology
- Keep Compliance with CIS standards on all servers
- Ensure that all servers are patched and up to date with all security features
- Ensure backups and strategy are in place and maintained.
- Provide inputs into infrastructure refreshes, datacenter management

Qualifications and Experience

- BSc Degree, BCom Degree or Equivalent
- MCSE, VMware Certified Professional preferred

Minimum Years Relevant Experience:

- 3-5 Years IT Infrastructure Support (Servers and Datacentres)
- 3-5 Years IT Systems Administration



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Appendix L12:

Role Description: Enterprise Architect (EA)

Purpose

The Enterprise Architect provides guidance, road maps, principles, standards and best practices. They are focused on enabling business and IT leaders to make investment decisions that balance and priorities current operational demands, disruptions, and opportunities with the longer-term strategic vision of the organization.

Responsibilities

The Enterprise Architect plays a hugely significant role in shaping the ICT Strategy and its contents for the CIO.

The Architecture Domains in Transnet span 6 domains:

- Business
- Data/Information
- Applications
- Technology Infrastructure
- Integration
- Security

1. Deliver models(blueprint) that describe the current and future state of the enterprise

- Identifying and analyzing the organization's Business drivers and business development strategies (to derive useful business context).
- Analysis of the current IT ecosystem to detect critical deficiencies and Pain Points.
- Recommending solutions for overall Business and Technology innovation and optimization/improvement that will increase sustainability and prepare for future expansion.
- Align with the organization's technology and governance strategies, policies, and standards – or direct necessary changes to these.
- Delivering transition views (models) that are an interim view, in between the current state and a future state.

2. Oversight and Guidance of the Integration of the Architecture Domains

- Ensuring that the architecture of the enterprise is optimized, it is essential that all Architecture Domains (Business Architecture, Data Architecture, Application architecture, Technology Architecture) integrate (and inter-operate) in a cost effective manner, with minimum effort and maximum benefit to the organisation.

3. Provide vision and insight to proactively assist in defining the direction for projects

- Guiding the technology, design patterns, design constructs, and the (re-usable) solution building blocks that make up a Solution Architecture, defining a conceptual Solution Architecture.

4. Deliver Innovation and Optimization



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- Keeping up to date with and having a clear understanding of the capabilities and benefits of new/emerging technologies to apply same in a business context.

5. Business Case Development

- Provide assistance in business case development (i.e., research, data collection). Provide factual content to the feasibility studies that are needed for standard development projects and enhancements.

Qualifications and Experience

Job Evaluation Criteria:

- Minimum of 8 years' Experience with Applicable bachelor's degree/National Higher Diploma in Computer Science, Business Administration, Engineering, or a related discipline with an Information Technology/ Systems focus (NQF7)
- Minimum of two years in Business Process Design.
- Project Management Certification preferable.
- TOGAF Certification preferable.

ROC REQUIREMENTS

Formal Qualifications & Experience:

- Bachelor's degree/National Higher Diploma in Computer Science, Business Administration, Engineering, or a related discipline with an Information Technology/ Systems focus (NQF7)
- 5 years of experience in IT, with a minimum of two years in Business Process Design.
- Two years of demonstrated management / supervisory experience in system management.
- Project Management Certification is preferable.
- TOGAF Certification is preferable.
- Transnet Leadership Development Programme (advantage)

OR

- Experience with no formal qualifications
- Matric
- 9 years relevant and solid experience in supervising activities, diagnostic and quality of workflow and procedures; Quality execution of work, within the defined operating procedures, standards, and working routines. Or provide technical guidance/expertise. Execution of work, ensuring compliance with at least 3 years at a supervisory/ managerial level or specialist experience
- Minimum of two years in Business Process Design.
- Project Management Certification is preferable.
- TOGAF Certification is preferable



INVITATION TO SERVICE PROVIDERS FOR THE INCLUSION ONTO AN APPROVED LIST OF SERVICE PROVIDERS FOR THE PROVISION OF INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) MULTIPLE RESOURCES ON ADHOC BASIS FOR TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS ("TPT")) FOR A PERIOD OF THIRTY – SIX (36) MONTHS.

Appendix M13:

Role Description: Infrastructure Architect

Purpose

To manage the delivery of infrastructure, connectivity, and cloud support services nationally for all Transnet Port Terminals

Responsibilities

- To manage and support all hardware infrastructure of the datacentres and provide support and maintenance of these datacentres nationally for TPT.
- To develop and manage the roadmap from on-premises to cloud for all TPT applications
- To manage the migration of workloads to the cloud for applications that are ready to be migrated
- Manage the technical and solution specification documentation for all work in the infrastructure, cloud, networks, mobility, and end user computing.
- To oversee the provision of networking, server deployments, virtualization, and backup strategy in TPT ICT.
- To support group-wide initiatives around transversal services in infrastructure and Active Directory environments.
- To ensure that all connectivity requirements for TPT are met by managing the SLA for networks and cellular services with internal and external parties to ensure 99% uptime for all terminals
- To ensure that the network is modernized by replacing all obsolete technology with new technology that will meet business requirements going forward
- To ensure that the mobility requirements for Transnet are met by ensuring that cell phones, APN, VPN, and outdoor Wi-Fi are met
- To ensure that all instances of downtime resulting in the unavailability of IT services to the business are accurately recorded and presented
- To ensure that incident reports and root cause analysis reports are available for all incidents that result in downtime that disrupts business processes
- To ensure that the call logging process is followed and that the call centre is managed as per Transnet processes
- To ensure that all end-user computing needs of Transnet Port Terminals are met by managing the asset life cycle of laptops, desktops, and IPADs, and printers.
- To ensure compliance with all policies and procedures relating to the infrastructure, cloud, networks, mobility, and end-user computing space
- To manage all software licenses and hardware maintenance, and renewal of warranties.
- To manage patching and antivirus, and capacity planning for infrastructure, cloud, networks, mobility, and end-user computing.
- To ensure adequate redundancy and disaster recovery, and continuity is available, and processes for infrastructure, cloud, networks, mobility, and end-user computing.
- Asset management, configuration management, and software license management for infrastructure, cloud, networks, mobility, and end-user computing.
- Develop a budget and control operational costs related to running the infrastructure, cloud,



INVITATION TO SERVICE PROVIDERS FOR THE INCLUSION ONTO AN APPROVED LIST OF SERVICE PROVIDERS FOR THE PROVISION OF INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) MULTIPLE RESOURCES ON ADHOC BASIS FOR TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS ("TPT") FOR A PERIOD OF THIRTY – SIX (36) MONTHS.

networks, mobility, and end-user computing spaces.

- Develop business cases and scope of work for new projects that require specialist skills or ad hoc periods to complement the internal TPT team for projects involving infrastructure, cloud, networks, mobility, and end-user computing.
- Develop and adhere to product roadmaps to advance the infrastructure, cloud, networks, mobility, and end-user computing platforms to ensure modernization and alignment to changing business requirements and to keep pace with technological changes in the market.
- Ensure that all security, high availability, and disaster recovery requirements for the infrastructure, cloud, networks, mobility, and end user computing space are met and stand up to audit scrutiny.
- Ensure zero downtime for patching and infrastructure changes by ensuring that redundancy is included in the design
- Systems Implementation, Training, and Support for the infrastructure, cloud, networks, mobility, and end user computing
- Contract management for all outsourced contracts throughout the contract management life cycle for infrastructure, cloud, networks, mobility, and end-user computing.
- Cost estimation, feasibility studies, and other budget requirements for operational budget and capital projects for the section
- Project Management and execution for projects that involve infrastructure, network, mobility, and cloud platforms.
- Staff Management and Leadership for the section
- Contribute to the overall alignment of ICT delivery to the needs of the business for infrastructure, cloud, networks, mobility, and end-user computing

Qualifications and Experience

Job Evaluation Criteria:

- B-Degree/ B-Tech related to the ICT field
- 5 years of IT and S Operations Management/ Architectural design in Server / Infrastructure/ Network Management / end-user computing experience
- 2 years' experience in Microsoft Windows server administration and 2 years' experience in UNIX / Linux operating systems
- 1-2 years in data center management
- Cloud (IaaS) experience preferred

ROC REQUIREMENTS

Experience with no formal qualifications

- B-Degree/ B-Tech related to the ICT field
- 10 years of IT and S Operations Management/ Architectural design in Server / Infrastructure/ Network Management / end-user computing experience
- 1-2 years in data center management
- Cloud (IaaS) experience preferred



INVITATION TO SERVICE PROVIDERS FOR THE INCLUSION ONTO AN APPROVED LIST OF SERVICE PROVIDERS FOR THE PROVISION OF INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) MULTIPLE RESOURCES ON ADHOC BASIS FOR TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS ("TPT")) FOR A PERIOD OF THIRTY – SIX (36) MONTHS.

APPROVALS

<p>Compiled by</p> <p>_____</p> <p>Simanga Makhubu Project Manager -ICT Date: _____</p>	<p>Recommended by</p> <p>_____</p> <p>Lindokuhle Myuni Senior Manager -ICT PMO Date: _____</p>
<p>Approved by</p> <p>_____</p> <p>Alvin Gulzar Executive Manager -ICT Date: _____</p>	



MASTER AGREEMENT

entered into by and between

**TRANSNET SOC LTD TRADING AS TRANSNET PORT TERMINALS
REGISTRATION NUMBER 1990/000900/30**

and

.....

INVITATION TO SERVICE PROVIDERS FOR THE INCLUSION ONTO AN APPROVED LIST OF SERVICE PROVIDERS FOR THE PROVISION OF INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) MULTIPLE RESOURCES ON AD HOC BASIS FOR TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS ("TPT")) FOR A PERIOD OF THIRTY – SIX (36) MONTHS.

Agreement Number

ICLM HQ 941 TPT-

TPT/2025/05/0004/96146/RFP

Commencement Date

.....

Expiry Date

..... **OR DEPLETION OF FUNDS**

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Agreement between Transnet and

Invitation to service providers for the inclusion onto an approved list of service providers for the provision of Information, Communication and Technology (ICT) multiple resources on ad hoc basis for Transnet SOC Ltd (Reg. No 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as ("TPT") for a period of thirty-six (36) months.

SCHEDULE 1 SCOPE OF SERVICES

ANNEXURE A – Scope of work

ANNEXURE C – Schedule of Requirements

ANNEXURE F – Service Level Agreement (SLA)

1 INTRODUCTION

This Agreement is entered into by and between:

Transnet SOC Ltd [Registration Number 1990/000900/30] whose registered address is **202 Anton Lembede Street Durban**, Republic of South Africa [**Transnet**]

and

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

NOW THEREFORE, IT IS AGREED:

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

2 DEFINITIONS

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

- 2.1 **AFSA** means the Arbitration Foundation of South Africa;
- 2.2 **Agreement** means this Agreement and its associated schedules and/or annexures and/or appendices, and/or schedules, including the Schedule of Requirements/Work Orders, the technical specifications for the Services and such special conditions as shall apply to this Agreement, together with the General Tender Conditions and any additional provisions in the associated bid documents tendered by the Service Provider [as agreed, in writing, between the Parties], which collectively and exclusively govern the provision of Services and provision of ancillary Services by the Service Provider to Transnet;

- 2.3 **Assignment** refers to the transfer of rights and obligations in a contract from an assigner to an assignee.
- 2.4 **Background Intellectual Property** means all Intellectual Property introduced and required by either Party to give effect to their obligations under this Agreement owned in whole or in part by or licensed to either Party or their affiliates prior to the Commencement Date or developed after the Commencement Date otherwise pursuant to this Agreement;
- 2.5 **Business Day(s)** means Mondays to Fridays between 07:30 and 16:00, excluding public holidays as proclaimed in South Africa;
- 2.6 **Cession** refers to the transfer of only the rights a service provider has in terms of a contract from it to a third party.
- 2.7 **Commencement Date** means, notwithstanding the signature date of this Agreement;
- 2.8 **Confidential Information** means any information or other data, whether in written, oral, graphic or in any other form such as in documents, papers, memoranda, correspondence, notebooks, reports, drawings, diagrams, discs, articles, samples, test results, prototypes, designs, plans, formulae, patents, or inventor's certificates, which a Party discloses or provides to the other Party [intentionally or unintentionally, or as a result of one Party permitting the representative of the other Party to visit any of its premises], or which otherwise becomes known to a Party, and which is not in the public domain and includes, without limiting the generality of the term:
- a) information relating to methods of operation, data and plans of the disclosing Party;
 - b) the contents of this Agreement;
 - c) private and personal details of employees or clients of the disclosing Party or any other person where an onus rests on the disclosing Party to maintain the confidentiality of such information;
 - d) any information disclosed by either Party and which is clearly marked as being confidential or secret;
 - e) information relating to the strategic objectives and planning of the disclosing Party relating to its existing and planned future business activities;
 - f) information relating to the past, present and future research and development of the disclosing Party;

- g) information relating to the business activities, business relationships, products, services, customers, clients and Subcontractors of the disclosing Party where an onus rests on the disclosing Party to maintain the confidentiality of such information;
- h) information contained in the software and associated material and documentation belonging to the disclosing Party;
- i) technical and scientific information, Know-How and trade secrets of a disclosing Party including inventions, applications and processes;
- j) Copyright works;
- k) commercial, financial and marketing information;
- l) data concerning architecture, demonstrations, tools and techniques, processes, machinery and equipment of the disclosing Party;
- m) plans, designs, concepts, drawings, functional and technical requirements and specifications of the disclosing Party;
- n) information concerning faults or defects in Goods, equipment, hardware or software or the incidence of such faults or defects; and
- o) information concerning the charges, fees and/or costs of the disclosing Party or its authorised Subcontractors, or their methods, practices or service performance levels actually achieved;

2.9 **Copyright** means the right in expressions, procedures, methods of operations or mathematical concepts, computer program codes, compilations of data or other material, literary works, musical works, artistic works, sound recordings, broadcasts, program carrying signals, published editions, photographic works, or cinematographic works of the copyright owner to do or to authorise the doing of certain acts specified in respect of the different categories of works;

2.10 **Data** means all data, databases, documents, information, graphics, text or other material in an electronic or tangible medium which the Parties to this Agreement generate, collect, process, store or transmit in relation to their business;

2.11 **Designs** mean registered Designs and/or Design applications and will include the monopoly right granted for the protection of an independently created industrial design including designs dictated essentially by technical or functional considerations as well as topographies of integrated circuits and integrated circuits;

- 2.12 **Expiry Date** means ;
- 2.13 **Foreground Intellectual Property** means all Intellectual Property developed by either Party pursuant to this Agreement;
- 2.14 **ICC Incoterms** means the the latest version of commercial trade terms as published by the International Chamber of Commerce, Paris [ICC], which are otherwise referred to as purchase terms and which define precisely the responsibilities, costs and risks of the buyer [**Transnet**] and the seller [**the Supplier**]. Incoterms are only applicable to contracts involving the import or export of Goods from one country to another and for the purpose of this Agreement, if applicable, shall mean the designated Incoterm as stipulated in Schedule 1 hereto. Further details of the Incoterm [purchase terms] for this Agreement, if applicable, can be viewed at the International Business Training website - <http://www.i-b-t.net/incoterms.html>;
- 2.15 **Intellectual Property** means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world and includes all future additions and improvements to the Intellectual Property;
- 2.16 **Know-How** means all Confidential Information of whatever nature relating to the Intellectual Property and its exploitation as well as all other Confidential Information generally relating to Transnet's field of technology, including technical information, processing or manufacturing techniques, Designs, specifications, formulae, systems, processes, information concerning materials and marketing and business information in general;
- 2.17 **Parties** mean the Parties to this Agreement together with their subsidiaries, divisions, business units, successors-in-title and assigns;
- 2.18 **Party** means either one of these Parties;
- 2.19 **Patents** mean registered Patents and Patent applications, once the latter have proceeded to grant, and includes a right granted for any inventions, products or processes in all fields of technology;
- 2.20 **Permitted Purpose** means any activity or process to be undertaken or supervised by a Staff member of one Party during the term of this Agreement, for which purpose authorised disclosure of the other Party's Confidential Information or Intellectual Property is a prerequisite in order to enable such activity or process to be accomplished;
- 2.21 **Purchase Order(s)** means official orders issued by an operating division of Transnet to the Service Provider for the supply of Goods or Services;

- 2.22 **Service(s)** means Invitation to service providers for the inclusion onto an approved list of service providers for the provision of Information, Communication and Technology (ICT) multiple resources on ad hoc basis for Transnet SOC Ltd (Reg. No 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as ("TPT") for a period of thirty-six (36) months. The Service(s) provided to Transnet by the Service Provider, pursuant to the Work Order(s) in terms of this Agreement.
- 2.23 **Service Level Agreement** or **SLA** means the processes, deliverables, key performance indicators and performance standards relating to the Services to be provided by the Service Provider;
- 2.24 **Service Provider Materials** means all works of authorship, products and materials [including, but not limited to, data, diagrams, charts, reports, specifications, studies, inventions, software, software development tools, methodologies, ideas, methods, processes, concepts and techniques] owned by, or licensed to, the Service Provider prior to the Commencement Date or independently developed by the Service Provider outside the scope of this Agreement at no expense to Transnet, and used by the Service Provider in the performance of the Services.
- 2.25 **Staff** means any partner, employee, agent, consultant, independent associate or contractor, Subcontractor and the staff of such Subcontractor, or other authorised representative of either Party;
- 2.26 **Schedule of Requirements** means Schedule 1 hereto;
- 2.27 **Subcontract** means any contract or agreement or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Supplier the Goods or related Services or any part thereof or material used in the manufacture of the Goods or any part thereof;
- 2.28 **Subcontractor** means the third party with whom the Service Provider enters into a Subcontract;
- 2.29 **Tax Invoice** means the document as required by Section 20 of the VAT Act, as may be amended from time to time;
- 2.30 **Trade Marks** mean registered Trade Marks and Trade Mark applications and include any sign or logo, or combination of signs and/or logos capable of distinguishing the goods or services of one undertaking from those of another undertaking;
- 2.31 **VAT** means Value-Added Tax chargeable in terms of the VAT Act, 89 of 1991, as may be amended from time to time; and

2.32 **VAT Act** means the Value Added Tax Act, No 89 of 1991, as may be amended from time to time.

2.33 **Work Order(s)** means a detailed scope of work for a Service required by Transnet, including **timeframes**, Deliverable, Fees and costs for the supply of the Service to Transnet, which may be appended to this Agreement from time to time.

3 INTERPRETATION

3.1 Clause headings in this Agreement are included for ease of reference only and do not form part of this Agreement for the purposes of interpretation or for any other purpose. No provision shall be construed against or interpreted to the disadvantage of either Party hereto by reason of such Party having or being deemed to have structured or drafted such provision.

3.2 Any term, word or phrase used in this Agreement, other than those defined under the clause heading "*Definitions*" shall be given its plain English meaning, and those terms, words, acronyms, and phrases used in this Agreement will be interpreted in accordance with the generally accepted meanings accorded thereto.

3.3 A reference to the singular incorporates a reference to the plural and *vice versa*.

3.4 A reference to natural persons incorporates a reference to legal persons and *vice versa*.

3.5 A reference to a particular gender incorporates a reference to the other gender.

4 NATURE AND SCOPE

4.1 This Agreement is an agreement under the terms and conditions of which the Service Provider will arrange for the provision to Transnet of the Services which meet the requirements and specifications of Transnet, the delivery of which is controlled by means of Purchase Orders to be issued by Transnet and executed by the Service Provider in accordance with this Agreement.

4.2 Such Purchase Orders and deliveries to Transnet shall be agreed between the Parties from time to time, subject to the terms of the Schedule of Requirements/Work Order.

4.3 Each properly executed Purchase Order forms an inseparable part of this Agreement as if it were fully incorporated into the body of this Agreement.

4.4 During the period of this Agreement, both Parties can make written suggestions for amendments to the Schedule of Requirements/Work Orders in accordance with procedures set out in clause 32 [*Amendment and Change Control*]. A Party will advise the other Party within 14 [fourteen] Business Days, or such other period as mutually agreed, whether the amendment is acceptable.

4.5 Insofar as any term, provision or condition in the Schedule of Requirements/Work Order conflicts with a like term, provision or condition in this Agreement and/or a Purchase Order, the term or provision or condition in this Master Agreement shall prevail, unless such term or provision or condition in this Master Agreement has been specifically revoked or amended by mutual written agreement between the Parties.

4.6 Time will be of the essence and the Service Provider will perform its obligations under this Agreement in accordance with the timeframe(s) [if any] set out in the relevant schedule, save that the Service Provider will not be liable under this clause if it is unable to meet such obligation within the time required as a direct result of any act or omission by Transnet and it has used its best endeavours to advise Transnet of such act or omission. In the event of such delay, any time deadlines detailed in the relevant schedule shall be extended by a period equal to the period of that delay.

5 AUTHORITY OF PARTIES

5.1 Nothing in this Agreement will constitute or be deemed to constitute a partnership between the Parties, or constitute or be deemed to constitute the Parties as agents or employees of one another for any purpose or in any form whatsoever.

5.2 Neither Party shall be entitled to, or have the power or authority to:

- a) enter into an agreement in the name of the other; or
- b) give any warranty, representation or undertaking on the other's behalf; or
- c) create any liability against the other or bind the other's credit in any way or for any purpose whatsoever.

6 DURATION/TERM AND CANCELLATION

6.1 Notwithstanding the date of signature hereof, the Commencement Date if this Agreement is and the duration shall be for a thirty - six [36] months period, expiring on, unless:

- a) this Agreement is terminated by either Party in accordance with the provisions incorporated herein or in any schedules or annexures appended hereto, or otherwise in accordance with law or equity; or
- b) this Agreement is extended at Transnet's option for a further period to be agreed by the Parties.

6.2 Notwithstanding clause 18 [*Breach and Termination*], either Party may cancel this Agreement without cause by giving 30 [thirty] calendar days prior written notice

thereof to the other Party, provided that in such instance, this Agreement will nevertheless be applicable in respect of all Purchase Orders which have been placed prior to the date of such cancellation. Contract can terminate based on depletion of funds.

7 RISK MANAGEMENT

7.1 Where Transnet determines appropriate, within 2 weeks from the date of contract signature, the Parties are to meet to prepare and maintain a contract Risk Register. The Risk Register shall include a description of the risks and a description of the actions which are to be taken to avoid or reduce these risks which both Parties shall jointly determine.

7.2 Contract progress meetings shall be held monthly, or unless otherwise agreed between the Parties in writing. The purposes of these progress meetings shall be to capture the number of late deliverables against agreed milestones, actual costs against payment plans, performance issues or concerns, contract requirements not achieved, the status of previous corrective actions and risk management. Minutes of meetings shall be maintained and signed off between the Parties throughout the contract period

8 TRANSNET'S OBLIGATIONS

8.1 Transnet undertakes to promptly comply with any reasonable request by the Service Provider for information, including information concerning Transnet's operations and activities, that relates to the Services as may be necessary for the Service Provider to provide the Services, but for no other purpose. However, Transnet's compliance with any request for information is subject to any internal security rules and requirements and subject to the observance by the Service Provider of its confidentiality obligations under this Agreement.

8.2 The Service Provider shall give Transnet reasonable notice of any information it requires.

8.3 Transnet agrees to provide the Service Provider or its Personnel such access to and use of its facilities as is necessary to allow the Service Provider to perform its obligations under this Agreement.

9 GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

9.1 The Service Provider shall:

- a) respond promptly to all complaints and enquiries from Transnet;

- b) inform Transnet immediately of any dispute or complaint arising in relation to the storage or delivery of the Goods;
- c) conduct its business in a professional manner which will reflect positively upon the Service Provider and the Service Provider's services;
- d) keep full records clearly indicating all transactions concluded by the Service Provider relating to the delivery of the Services and keep such records for at least 5 [five] years from the date of each such transaction;
- e) obtain, and at all times maintain in full force and effect, any and all licences, permits and the like required under applicable laws for the provision of the Services and ancillary Services and the conduct of the business and activities of the Service Provider;
- f) observe and ensure compliance with all requirements and obligations as set out in the labour and related legislation of South Africa, including the Occupational Health and Safety Act, 85 of 1993, as may be amended from time to time;
- g) observe and ensure compliance with all requirements and objectives of the Transnet Supplier Integrity Pact as agreed to in response to the RFP. The general purpose of the Supplier Integrity Pact is to agree to avoid all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of the procurement event leading to this Agreement and this Agreement itself;
- h) comply with all applicable environmental legislation and regulations, demonstrate sound environmental performance and have an environmental management policy which ensures that its products, including the Services or ancillary Services are procured, produced, packaged, delivered and are capable of being used and ultimately disposed of in a way that is environmentally appropriate; and
- i) ensure the validity of all renewable certifications, including but not limited to its B-BBEE Verification Certificate, throughout the entire term of this Agreement. Should the Service Provider fail to present Transnet with such renewals as they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the Agreement, to terminate this Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Service Provider.

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

- a) render the supply of the Services and ancillary Services (if applicable) and perform all its duties with honesty and integrity;
- b) communicate openly and honestly with Transnet regarding the supply and performance of the Services and demonstrate a commitment to effecting the supply and performing ancillary Services timeously, efficiently and at least to the required standards;
- c) endeavour to provide the highest possible standards of service and workmanship, with a reasonable degree of care and diligence;
- d) use its best endeavours and make every diligent effort to meet agreed deadlines;
- e) treat its own Staff, as well as all Transnet's Staff, with fairness and courtesy and respect for their human rights;
- f) practice and promote its own internal policies aimed at prohibiting and preventing unfair discrimination;
- g) treat all enquiries from Transnet in connection with the supply of the Services and/or ancillary Services with courtesy and respond to all enquiries promptly and efficiently. Where the Service Provider is unable to comply with the provisions of this clause, the Service Provider will advise Transnet of the delay and the reasons therefor and will keep Transnet informed of progress made regarding the enquiry;
- h) when requested by Transnet, provide clear and accurate information regarding the Service Provider's own policies and procedures, excluding Know-How and other Confidential Information, except where a non-disclosure undertaking has been entered into between the Parties;
- i) not allow a conflict of interest to develop between its own interests [or the interests of any of its other customers] and the interests of Transnet;
- j) not accept or offer, nor allow, induce or promote the acceptance or offering of any gratuity, enticement, incentive or gift that could reasonably be regarded as bribery or an attempt to otherwise exert undue influence over the recipient;
- k) not mislead Transnet or its officers, employees and stakeholders, whether by act or omission;
- l) not otherwise act in an unethical manner or do anything which could reasonably be expected to damage or tarnish Transnet's reputation or business image;

- m) immediately report to Transnet any unethical, fraudulent or otherwise unlawful conduct of which it becomes aware in connection with Transnet or the supply of Services or ancillary Services to Transnet;
- n) ensure that at all times, during the currency of this Agreement, it complies with all obligations and commitments in terms of the provisions of the Income Tax Act, No 58 of 1962, the VAT Act or any other tax legislation relating to their liability for Income Tax, VAT, Pay as You Earn or any other tax. The Service Provider shall further ensure Tax Clearance Compliance, for the duration of this Agreement;
- o) not victimise, harass or discriminate against any employee of either Party to this Agreement or any applicant for employment with either Party to this Agreement due to their gender, race, disability, age, religious belief, sexual orientation or part-time status. This provision applies, but is not limited to employment, upgrading, work environment, demotion, transfer, recruitment, recruitment advertising, termination of employment, rates of pay or other forms of compensation and selection for training.
- p) shall ensure that its employees, agents and Subcontractors will not breach any applicable discrimination legislation and any amendments and re-enactments thereof.

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

10 SERVICE PROVIDER'S PERSONNEL

10.1 The Service Provider's Personnel shall be regarded at all times as employees, agents or Subcontractors of the Service Provider and no relationship of employer and employee shall arise between Transnet and any Service Provider Personnel under any

circumstances regardless of the degree of supervision that may be exercised over the Personnel by Transnet.

10.2 The Service Provider warrants that all its Personnel will be entitled to work in South Africa or any other country in which the Services are to be performed.

10.3 The Service Provider will ensure that its Personnel comply with all reasonable requirements made known to the Service Provider by Transnet concerning conduct at any Transnet premises or any other premises upon which the Services are to be performed [including but not limited to security regulations, policy standards and codes of practice and health and safety requirements]. The Service Provider will ensure that such Personnel at all times act in a lawful and proper manner in accordance with these requirements.

10.4 Transnet reserves the right to refuse to admit or to remove from any premises occupied by or on behalf of it, any Service Provider Personnel whose admission or presence would, in the reasonable opinion of Transnet, be undesirable or who represents a threat to confidentiality or security or whose presence would be in breach of any rules and regulations governing Transnet's Personnel, provided that Transnet notifies the Service Provider of any such refusal [with reasons why]. The reasonable exclusion of any such individual from such premises shall not relieve the Service Provider from the performance of its obligations under this Agreement.

10.5 The Service Provider agrees to use all reasonable endeavours to ensure the continuity of its Personnel assigned to perform the Services. If any re-assignment by the Service Provider of those Personnel is necessary, or if Transnet advises that any such Personnel assigned are in any respect unsatisfactory, including where any such Personnel are, or are expected to be or have been absent for any period, then the Service Provider will promptly supply a replacement of equivalent calibre and experience, and any such replacement shall be approved by Transnet prior to commencing provision of the Services, such approval not to be unreasonably withheld or delayed.

10.6 Green Economy/Carbon Footprint

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

11 PENALTIES

11.1 Penalties for Non-compliance to Service Level Agreement

Where the Service Provider fails to deliver the Services within the agreed and accepted milestone timelines and provided that the cause of the delay was not due to a fault of Transnet, penalties shall be imposed at

Payment of Non-compliance Penalties:

- a) The Service Provider shall pay the Non-compliance Penalty indicated in the Non-compliance Penalty Certificate within 10 (ten) Business Days of Transnet issuing a valid Tax Invoice to the Service Provider for the amount set out in that certificate. If Transnet does not issue a valid Tax Invoice to the Service Provider for Non-compliance Penalties accrued during any relevant period, those Non-compliance Penalties shall be carried forward to the next period.
- b) The Service Provider shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from Transnet, failing which Transnet shall, without prejudice to any other rights of Transnet under this Agreement, be entitled to call for payment which may be in any form Transnet deems reasonable and/or appropriate.
- c) Should the Service Provider fail to pay any Non Compliance Penalties within the time indicated above (as applicable), Transnet shall be entitled to deduct (set off) the amount not paid by the Service Provider from the account of the Service Provider in the ensuing month.
- d) The Non Compliance Penalties set forth in this Clause are stated exclusive of VAT. Any VAT payable on Non Compliance Penalties will be for the account of the Service Provider.

Non-compliance Penalty Certificate:

- e) If any Non-compliance Penalty arises, the Supplier Development Manager shall issue a Non-compliance Penalty Certificate 90 business days before the expiry of the contract indicating the Non-compliance Penalties which have accrued during that period.
- f) A Non-compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the Service Provider disputes any of the amounts set out in a Non-compliance Penalty Certificate:
 - the dispute shall be resolved in accordance with the provisions of the Agreement; and
 - if pursuant to that referral, it is determined that the Service Provider owes any amount to Transnet pursuant to the Non-compliance Penalty Certificate, then the Service Provider shall pay such amount to Transnet within 10 (ten) Business Days of

the determination made pursuant to such determination and an accompanying valid Tax Invoice.

Payment of Non-compliance Penalties:

- g) Subject to Clause (e) above, the Service Provider shall pay the Non-compliance Penalty indicated in the Non-compliance Penalty Certificate within 10 (ten) Business Days of Transnet issuing a valid Tax Invoice to the Service Provider for the amount set out in that certificate. If Transnet does not issue a valid Tax Invoice to the Service Provider for Non-compliance Penalties accrued during any relevant period, those Non-compliance Penalties shall be carried forward to the next period.
- h) The Service Provider shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from Transnet, failing which Transnet shall, without prejudice to any other rights of Transnet under this Agreement, be entitled to call for payment which may be in any form Transnet deems reasonable and/or appropriate.
- i) Should the Service Provider fail to pay any Non Compliance Penalties within the time indicated above (as applicable), Transnet shall be entitled to deduct (set off) the amount not paid by the Service Provider from the account of the Service Provider in the ensuing month.

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

12 FEES AND EXPENSES RELATING TO SERVICES

- 12.1 In consideration of the provision of the Services, Transnet will pay to the Service Provider the Fees detailed in the relevant schedule or Work Order.
- 12.2 Transnet will not be invoiced for materials used in the provision of the Services save for those materials [if any] set out in the Work Order and accepted by Transnet or in any relevant Work Order [which will be invoiced to Transnet at cost].
- 12.3 Unless otherwise agreed in a schedule or Work Order, Transnet will reimburse to the Service Provider all reasonable and proper expenses incurred directly and solely in connection with the provision of the Services, provided that all such expenses:
 - a) are agreed by Transnet in advance;
 - b) are incurred in accordance with Transnet’s standard travel and expenses policies;
 - c) are passed on to Transnet at cost with no administration fee; and
 - d) will only be reimbursed if supported by relevant receipts.

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

13 INVOICES AND PAYMENT

13.1 Transnet shall pay the Service Provider the amounts stipulated in each Purchase Order/Work Order, subject to the terms and conditions of this Agreement.

13.2 Transnet shall pay such amounts to the Service Provider upon receipt of a valid and undisputed Tax Invoice together with the supporting documentation, as specified in the Schedule of Requirements appended hereto, once the valid and undisputed Tax Invoices or such portions of the Tax Invoices which are valid and undisputed become due and payable to the Service Provider for the delivery of the Services ordered, in terms of clause 13.5 below.

13.3 Transnet may, pending an investigation, withhold any payments to the Service Provider, in the case where irregular expenditure has been identified in the particular contract and that there is reasonable suspicion that the Service Provider is involved or was aware that the contract transgressed any legislation.

13.4 All Prices set out in this Agreement and the Schedule of Requirements hereto are to be indicated inclusive and exclusive of VAT, which will be payable at the applicable rate in ZAR.

13.5 Unless otherwise provided for in the Schedule of Requirements appended to this Agreement, Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by Transnet within 30 [thirty] calendar days after date of receipt by Transnet of the Service Provider's statement together with the relevant valid and undisputed Tax Invoice(s) and supporting documentation.

13.6 Where the payment of any Tax Invoice, or any part of a Tax Invoice which is not in dispute, is not made in accordance with this clause, the Service Provider shall be entitled to charge interest on the outstanding amount, at The Standard Bank of South Africa's prime rate of interest in force, for the period from the due date of payment until the outstanding amount is paid.

13.7 The Service Provider shall remain the owner of all plant, material, machinery, equipment and the like [collectively, **the Supplier's Goods**] provided to Transnet until Transnet has paid in full for the Supplier's Goods, it being specifically agreed that

Transnet shall acquire no rights [including liens] of whatsoever nature in such Supplier's Goods until date of final payment by Transnet. Subject to the foregoing, all risk and benefit to the Supplier's Goods shall pass from the Supplier to Transnet on delivery of the Supplier's Goods by the Supplier to Transnet.

14 THIRD PARTY INDEMNITY

The Service Provider hereby indemnifies and shall hold Transnet harmless against any direct damages suffered by or claims arising against Transnet in respect of clause 13.1 above.

15 TOTAL OR PARTIAL FAILURE TO PERFORM

15.1 The Service Provider shall thereupon, as soon as possible after such date, deliver to Transnet the Services [if any] already completed, and payment for the part performance shall be made on a pro rata basis, provided the uncompleted part is not an integral or essential part of the completed Services. Where an integral or essential part of the work has not been completed, the amount to be paid to the Service Provider will be calculated on the basis of Transnet's enrichment. The Service Provider shall, wherever practicable, supply Transnet with the necessary drawings and/or specifications to enable it to complete the work.

15.2 Whenever, in any case not covered by clause 15.1 above, the Service provider fails or neglects to execute the work or to deliver any portion of the Services as required by the terms of this Agreement or Purchase Order, or if any Services are rejected on any of the grounds, Transnet may cancel this Agreement or Purchase Order in so far as it relates to the unexecuted work or the undelivered or rejected portion of the Services, and in such event, the supply of the remaining portion shall remain subject in all respects to these conditions.

16 NON CONFORMANCE OF SERVICES PROCURED

16.1 In the case of services manufactured for and procured by Transnet from the Service Provider in terms of this Agreement, being found not to conform to the Transnet standards, specifications and requirements, Transnet at any time may be entitled to raise a Non Conformance Report (NCR) against a Service Provider whose Services do not conform to Transnet standards, specifications and requirements directing the Service Provider to investigate and remedy the non-conformance within the stipulated time frame as may be determined by Transnet at its discretion.

16.2 Failure by the Service Provider to fully comply with NCR within the period stated in sub-clause 16.1 above, shall entitle Transnet to further conditions to which the Service Provider must discharge in order to close the NCR or to terminate the order without giving the Service Provider written notice of termination in terms of this Agreement.

17 RIGHTS ON CANCELLATION

17.1 If this Agreement or Purchase Order is cancelled in whole or in part in terms of clause 15 [*Total or Partial Failure to Perform*], Transnet may execute or complete this Agreement with any other entity and do so on such terms as it may deem proper, or may procure other comparable Services in substitution for those neglected to be manufactured or supplied or rejected as aforesaid, and may recover from the Service Provider the difference between the cost of such Services and the Price [if the latter was lower] as well as any costs and expenses [including any additional transport costs] which Transnet may have had to incur in consequence of the Service Provider's default.

17.2 Any amount which may be recoverable from the Service Provider in terms of clause 17.1 above, without prejudice to any other legal remedies available to Transnet, may be deducted in whole or in part from any monies in the hands of Transnet and due for payment to the Service Provider.

18 BREACH AND TERMINATION

18.1 Termination in accordance with clause 6 [Term and Cancellation] shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party and all provisions which are to survive this Agreement or impliedly do so shall remain in force and in effect.

18.2 On termination of this Agreement or a Work Order, the Service Provider will immediately deliver up, and procure that its Personnel will immediately deliver up to Transnet, all Deliverables and property belonging to Transnet [or, in the event of termination of a Work Order, such as is relevant to that Work Order] which may be in the possession of, or under the control of the Service Provider, and certify to Transnet in writing that this has been done.

18.3 To the extent that any of the Deliverables and property referred to in clause 18.2 above are in electronic form and contained on non-detachable storage devices, the Service Provider will provide Transnet with unencrypted copies of the same on magnetic media and will irretrievably destroy and delete copies so held.

- 18.4 In the event that this Agreement is terminated by the Service Provider under clause 6. [Term and Cancellation], or in the event that a Work Order is terminated by Transnet under clause 18 [Breach and Consequences of Termination], Transnet will pay to the Service Provider all outstanding Fees [apportioned on a pro rata basis] relating to the work undertaken by the Service Provider up until the date of such termination. Transnet will also pay the costs of any goods and materials ordered by the Service Provider in relation to the such work for which the Service Provider has paid or is legally obliged to pay, in which case, on delivery of such goods or materials, the Service Provider will promptly deliver such goods and materials to Transnet or as it may direct.
- 18.5 If either Party [**the Defaulting Party**] commits a material breach of this Agreement and fails to remedy such breach within 30 [thirty] calendar days of written notice thereof, the other Party [hereinafter **the Aggrieved Party**], shall be entitled, in addition to any other rights and remedies that it may have in terms of this Agreement, to terminate this Agreement forthwith without any liability and without prejudice to any claims which the Aggrieved Party may have for damages against the Defaulting Party.
- 18.6 Either Party may terminate this Agreement forthwith by notice in writing to the other Party when the other Party is unable to pay its debts as they fall due or commits any act or omission which would be an act of insolvency in terms of the Insolvency Act, 24 of 1936 [as amended from time to time], or if any action, application or proceeding is made with regard to it for:
- a) a voluntary arrangement or composition or reconstruction of its debts;
 - b) its winding-up or dissolution;
 - c) the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer;
 - d) any similar action, application or proceeding in any jurisdiction to which it is subject.
- 18.7 Transnet may terminate this Agreement at any time within 2 [two] months of becoming aware of a change of control of the Service Provider by notice in writing to the Service Provider. For the purposes of this clause, **control** means the right to direct the affairs of a company whether by ownership of shares, membership of the board of directors, agreement or otherwise.
- 18.8 Notwithstanding this clause 18, Transnet may cancel this Agreement without cause by giving 30 [thirty] calendar days prior written notice thereof to the Service Provider, or

18.9 The provisions of clauses 2 [Definitions], 17 [Rights on Cancellation], 22 [Confidentiality], 24 [Limitation of Liability], 25 [Intellectual Property Rights], 28 [Dispute Resolution] and 32.1 [Governing Law] shall survive termination or expiry of this Agreement.

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

19.1 The Service Provider is not allowed to cede its rights for payment in terms of this Agreement without prior written approval from Transnet. Cession shall only be applicable as follows:

- a) Cession must only be applicable to the transfer of right to payment for services delivered/rendered by a Service Provider to an FSP or State Institutions;
- b) The written request for cession must be by the Service Provider and not a third party; and
- c) The written request by the Service Provider must be accompanied by the cession agreement.

19.2 The Service Provider is prohibited from transferring its rights and obligations to perform under this contract. Assignments are against the principles of section 217 of the Constitution mainly, fairness, transparency and competitiveness.

20 FORCE MAJEURE

20.1 Neither Party shall have any claim against the other Party arising from any failure or delay in the performance of any obligation of either Party under this Agreement caused by an act of force majeure such as acts of God, fire, flood, war, lockout, government action, laws or regulations, terrorism or civil disturbance, defaults or other circumstances or factors beyond the reasonable control of either Party, and to the extent that the performance of obligations of either Party hereunder is delayed by virtue of the foregoing, any period stipulated for any such performance shall be reasonably extended. Transnet may however rely on strikes, industrial dispute and riots as a ground of force majeure.

20.2 Each Party will take all reasonable steps by whatever lawful means that are available to resume full performance as soon as practicable and will seek agreement to modification of the relevant provisions of this Agreement in order to accommodate the new circumstances caused by the act of *force majeure*. If a Party fails to agree with such modifications proposed by the other Party within 90 [ninety] calendar days of the act of

force majeure first occurring, either Party may thereafter terminate this Agreement with immediate notice.

21 PROTECTION OF PERSONAL INFORMATION

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

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

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

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

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

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

- i. they process personal information only for the express purpose for which it was obtained;
- ii. once processed for the purposes for which it was obtained, all personal information will be destroyed to an extent that it cannot be reconstructed to its original form, subject to any legal retention requirements;
- iii. Personal information is provided only to authorised personnel who strictly require the personal information to carry out the Parties' respective obligations under this Agreement;
- iv. they do not disclose personal information of the other Party, other than in terms of this Agreement;

- v. they have all reasonable technical and organisational measures in place to protect all personal information from unauthorised access and/or use;
 - vi. they have appropriate technical and organisational measures in place to safeguard the security, integrity and authenticity of all information in their possession or under their control in terms of this Agreement;
 - vii. they identify all reasonably foreseeable internal and external risks to personal information in their possession or under their control; establish and maintain appropriate safeguards against the risks identified; regularly verify that the safeguards are effectively implemented; and ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;
 - viii. such personal information is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access.
- 21.1 The Parties agree that if personal information will be processed for additional purposes beyond the original purpose for which it was obtained, explicit consent must be obtained beforehand from those persons whose information will be subject to such processing.
- 21.2 Should it be necessary for either Party to disclose or otherwise make available the personal information to any third party (including sub-contractors and employees) that is not already consented to, it may do so only with the prior written consent of the other Party. The Party requiring such consent shall require of all such third parties, appropriate written undertakings to be provided, containing similar terms to that set forth in this clause, and dealing with that third party's obligations in respect of its processing of the personal information. Following approval by the other Party, the Party requiring consent agrees that the provisions of this clause shall *mutatis mutandis* apply to all authorised third parties who process personal information.
- 21.3 The Parties shall ensure that any persons authorized to process information on their behalf (including employees and third parties) will safeguard the security, integrity and authenticity of all information. Where necessary to meet this requirement, the Parties shall keep all personal information and any analyses, profiles, or documents derived therefrom logically separated from all other information and documentation held by it.
- 21.4 The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the personal information in its possession or under its control. The Parties shall implement and maintain appropriate safeguards against the

risks which it identifies and shall also regularly verify that the safeguards which it has in place have been effectively implemented.

21.5 The Parties agree that they will promptly return, destroy or de-identify any personal information in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected in relation to this Agreement, subject to any legal retention requirements. This may be at the request of the other Party and includes circumstances where a person has requested the Parties to delete all instances of their personal information. The information will be destroyed or de-identified in such a manner that it cannot be reconstructed to its original form, linking it to any particular individual or organisation.

21.6 Personal Information security breach:

- a) Each Party shall notify the other party in writing as soon as possible after it becomes aware of or suspects any loss, unauthorised access or unlawful use of any personal information and shall, at its own cost, take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible. The Parties shall also be required to provide each other with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity of the unauthorised person who may have accessed or acquired the personal information.
- b) The Parties shall provide on-going updates on the progress in resolving the compromise at reasonable intervals until such time as the compromise is resolved.
- c) Where required, the Parties must notify the South African Police Service; and/or the State Security Agency and the Information Regulator and the affected persons of the security breach. Any such notification shall always include sufficient information to allow the persons to take protective measures against the potential consequences of the compromise.
- d) The Parties undertake to co-operate in any investigations relating to security which is carried out by or on behalf of the other including providing any information or material in its possession or control and implementing new security measures.

22 CONFIDENTIALITY

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

- a) not to divulge or disclose to any person whomsoever in any form or manner whatsoever, either directly or indirectly, any Confidential Information of the other without the prior written consent of such other Party, other than when called upon to do so in accordance with a statute, or by a court having jurisdiction, or by any other duly authorised and empowered authority or official, in which event the Party concerned shall do what is reasonably possible to inform the other of such a demand and each shall assist the other in seeking appropriate relief or the instituting of a defensive action to protect the Confidential Information concerned;
- b) not to use, exploit, permit the use of, directly or indirectly, or in any other manner whatsoever apply the Confidential Information disclosed to it as a result of this Agreement, for any purpose whatsoever other than for the purpose for which it is disclosed or otherwise than in strict compliance with the provisions in this Agreement;
- c) not to make any notes, sketches, drawings, photographs or copies of any kind of any part of the disclosed Confidential Information without the prior written consent of such other Party, except when reasonably necessary for the purpose of this Agreement, in which case such copies shall be regarded as Confidential Information;
- d) not to de-compile, disassemble or reverse engineer any composition, compilation, concept application, item, component de-compilation, including software or hardware disclosed and shall not analyse any sample provided by Transnet, or otherwise determine the composition or structure or cause to permit these tasks to be carried out except in the performance of its obligations pursuant to this Agreement;
- e) not to exercise less care to safeguard Transnet Confidential Information than the Party exercises in safeguarding its own competitive, sensitive or Confidential Information;
- f) Confidential Information disclosed by either Party to the other or by either Party to any other party used by such party in the performance of this Agreement, shall be dealt with as "restricted" or shall be dealt with according to any other appropriate level of confidentiality relevant to the nature of the information concerned, agreed between the Parties concerned and stipulated in writing for such information in such cases;

- g) the Parties shall not make or permit to be made by any other person subject to their control, any public statements or issue press releases or disclose Confidential Information with regard to any matter related to this Agreement, unless written authorisation to do so has first been obtained from the Party first disclosing such information;
- h) each Party shall be entitled to disclose such aspects of Confidential Information as may be relevant to one or more technically qualified employees or consultants of the Party who are required in the course of their duties to receive the Confidential Information for the Permitted Purpose provided that the employee or consultant concerned has a legitimate interest therein, and then only to the extent necessary for the Permitted Purpose, and is informed by the Party of the confidential nature of the Confidential Information and the obligations of the confidentiality to which such disclosure is subject and the Party shall ensure such employees or consultants honour such obligations;
- i) each Party shall notify the other Party of the name of each person or entity to whom any Confidential Information has been disclosed as soon as practicable after such disclosure;
- j) each Party shall ensure that any person or entity to which it discloses Confidential Information shall observe and perform all of the covenants the Party has accepted in this Agreement as if such person or entity has signed this Agreement. The Party disclosing the Confidential Information shall be responsible for any breach of the provisions of this Agreement by such person or entity; and
- k) each Party may by written notice to the other Party specify which of the Party's employees, officers or agents are required to sign a non-disclosure undertaking.

22.2 The duties and obligations with regard to Confidential Information in this clause 33 shall not apply where:

- a) a Party can demonstrate that such information is already in the public domain or becomes available to the public through no breach of this Agreement by that Party, or its Staff; or
- b) was rightfully in a Party's possession prior to receipt from the other Party, as proven by the first-mentioned Party's written records, without an infringement of an obligation or duty of confidentiality; or
- c) can be proved to have been rightfully received by a Party from a third party without a breach of a duty or obligation of confidentiality; or

d) is independently developed by a Party as proven by its written records.

22.3 This clause 25 shall survive termination for any reason of this Agreement and shall remain in force and effect from the Commencement Date of this Agreement and 5 [five] years after the termination of this Agreement. Upon termination of this Agreement, all documentation furnished to the Service Provider by Transnet pursuant to this Agreement shall be returned to Transnet including, without limitation, all corporate identity equipment including dyes, blocks, labels, advertising matter, printing matter and the like.

23 INSURANCES

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

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

23.3 Subject to clause 26.1 below, if the Service Provider fails to effect adequate insurance under this clause 23, it shall notify Transnet in writing as soon as it becomes aware of the reduction or inadequate cover and Transnet may arrange or purchase such insurance on behalf of the Service Provider. The Service Provider shall promptly reimburse Transnet for any premiums paid provided such insurance protects the Service Provider's liability. Transnet assumes no responsibility for such insurance being adequate to protect all of the Service Provider's liability.

23.4 In the event that the Service Provider receives written notice from its insurers advising of the termination of its insurance cover referred to in clause 23.1 above or if the insurance ceases to be available upon commercially reasonable terms, the Service Provider shall immediately notify Transnet in writing of such termination and/or unavailability, whereafter either the Service Provider or Transnet may terminate this Agreement on giving the other Party not less than 30 [thirty] calendar days prior written notice to that effect.

24 LIMITATION OF LIABILITY

- 24.1 The Service Provider's liability under this clause 24 shall be in addition to any warranty or condition of any kind, express or implied by law or otherwise, relating to the Services or ancillary Services, including the quality of the Services or ancillary Services or any materials delivered pursuant to this Agreement.
- 24.2 Neither Party excludes or limits liability to the other Party for:
- a) death or personal injury caused by its negligence, [including its employees', agents' or Subcontractors' negligence]; or
 - b) fraud or theft.
- 24.3 The Service Provider shall indemnify and keep Transnet indemnified from and against liability for damage to any Transnet property [whether tangible or intangible] or any other loss, costs or damage suffered by Transnet to the extent that it results from any act of or omission by the Service Provider or its Personnel in connection with this Agreement. The Service Provider's liability arising out of this clause 24.3 shall be limited to direct damages.
- 24.4 Subject always to clauses 24.1 and 24.2 above, the liability of either the Service Provider or Transnet under or in connection with this Agreement, whether for negligence, misrepresentation, breach of contract or otherwise, for direct loss or damage arising out of each Default or series of related Defaults shall not exceed 100% [one hundred per cent] of the Fees paid under the schedule or Work Order to which the Default(s) relates.
- 24.5 Subject to clauses 24.1 to 24.4 above, in no event shall either Party be liable to the other for indirect or consequential loss or damage or including indirect or consequential loss of profits, business, revenue, goodwill or anticipated savings of an indirect nature or loss or damage incurred by the other Party as a result of third party claims.
- 24.6 If for any reason the exclusion of liability in clause 24.5 above is void or unenforceable, either Party's total liability for all loss or damage under this Agreement shall be as provided in clause 24.5 above.
- 24.7 Nothing in this clause 24 shall be taken as limiting the liability of the Parties in respect of clauses 22 [*Confidentiality*] and 25 [*Intellectual Property Rights*].

25 INTELLECTUAL PROPERTY RIGHTS

25.1 Title to Confidential Information

- a) Transnet will retain all right, title and interest in and to its Confidential Information and Background Intellectual Property and the Service Provider acknowledges that it has no claim of any nature in and to the Confidential Information and Background Intellectual Property that is proprietary to Transnet. For the avoidance of doubt all the Service Provider's Background Intellectual Property shall remain vested in the Service Provider.
- b) Transnet shall grant to the Service Provider an irrevocable, royalty free, non-exclusive licence to use Transnet's Background Intellectual Property only for the Permitted Purpose. This licence shall not permit the Service Provider to sub-license to other parties.
- c) The Service Provider shall grant to Transnet an irrevocable, royalty free, non-exclusive licence to use the Service Provider's Background Intellectual Property for the Permitted Purpose. This licence shall not permit Transnet to sub-license to other parties.
- d) The Service Provider shall grant Transnet access to the Service Provider's Background Intellectual Property on terms which shall be *bona fide* negotiated between the Parties for the purpose of commercially exploiting the Foreground Intellectual Property, to the extent that such access is required.
- e) The above shall not pertain to any software licenses procured by the Service Provider from third parties and used in the supply of the Services.

25.2 **Title to Intellectual Property**

- a) All right, title and interest in and to Foreground Intellectual Property prepared, conceived or developed by the Service Provider, its researchers, agents and employees shall vest in Transnet and the Service Provider acknowledges that it has no claim of any nature in and to the Foreground Intellectual Property. The Service Provider shall not at any time during or after the termination or cancellation of this Agreement dispute the validity or enforceability of such Foreground Intellectual Property, or cause to be done any act or anything contesting or in any way impairing or tending to impair any part of that right, title and interest to any of the Foreground Intellectual Property and shall not counsel or assist any person to do so.
- b) Transnet shall be entitled to seek protection in respect of the Foreground Intellectual Property anywhere in the world as it shall decide in its own absolute

discretion and the Service Provider shall reasonably assist Transnet in attaining and maintaining protection of the Foreground Intellectual Property.

- c) Where the Foreground Intellectual Property was created by the Service Provider or its researchers, agents and employees and where Transnet elects not to exercise its option to seek protection or decides to discontinue the financial support of the prosecution or maintenance of any such protection, Transnet shall notify the Service Provider who shall have the right of first refusal to file or continue prosecution or maintain any such applications and to maintain any protection issuing on the Foreground Intellectual Property.
- d) No consideration shall be paid by Transnet to the Service Provider for the assignment of any Foreground Intellectual Property from the Service Provider to Transnet, over and above the sums payable in terms of this Agreement. The Service Provider undertakes to sign all documents and do all things as may be necessary to effect, record and perfect the assignment of the Foreground Intellectual Property to Transnet.
- e) Subject to anything contrary contained in this Agreement and/or the prior written consent of Transnet [which consent shall not be unreasonably be withheld], the Service Provider shall under no circumstances be entitled as of right, or to claim the right, to use Transnet's Background Intellectual Property and/or Foreground Intellectual Property.

25.3 Title to Improvements

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

25.4 Unauthorised Use of Confidential Information

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

25.5 Unauthorised Use of Intellectual Property

- a) The Service Provider agrees to notify Transnet in writing of any conflicting uses of, and applications of registrations of Patents, Designs and Trade Marks or any act of infringement, unfair competition or passing off involving the Intellectual Property of Transnet of which the Service Provider acquires knowledge and Transnet shall have the right, as its own option, to proceed against any party infringing its Intellectual Property.
- b) It shall be within the sole and absolute discretion of Transnet to determine what steps shall be taken against the infringer and the Service Provider shall co-operate fully with Transnet, at Transnet's cost, in whatever measure including legal action to bring any infringement of illegal use to an end.
- c) The Service Provider shall cooperate to provide Transnet promptly with all relevant ascertainable facts.
- d) If proceedings are commenced by Transnet alone, Transnet shall be responsible for all expenses but shall be entitled to all damages or other awards arising out of such proceedings. If proceedings are commenced by both Parties, both Parties will be responsible for the expenses and both Parties shall be entitled to damages or other awards arising out of proceedings.

26 NON-WAIVER

- 26.1 Failure or neglect by either Party, at any time, to enforce any of the provisions of this Agreement, shall not in any manner be construed to be a waiver of any of that Party's rights in that regard and in terms of this Agreement.
- 26.2 Such failure or neglect shall not in any manner affect the continued, unaltered validity of this Agreement, or prejudice the right of that Party to institute subsequent action.

27 PARTIAL INVALIDITY

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

28 DISPUTE RESOLUTION

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

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

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

28.4 This clause constitutes an irrevocable consent by the Parties to any proceedings in terms hereof, and neither of the Parties shall be entitled to withdraw from the provisions of this clause or claim at any such proceedings that it is not bound by this clause 28.

28.5 This clause 28 is severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.

28.6 This clause 28 shall not preclude either Party from seeking urgent relief in a court of appropriate jurisdiction, where grounds for urgency exist.

29 ADDRESSES FOR NOTICES

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

a) **Transnet**

- (i) For legal notices:
-
-

Attention: Legal Advisor

- (ii) For commercial notices:
-
-

Attention:

b) The Service Provider

- (i) For legal notices:
-
-

Attention:

- (ii) For commercial notices:
-
-

Attention:

29.2 Any notice shall be addressed to a Party at its physical address, or delivered by hand.

29.3 Any notice shall be deemed to have been given:

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

30 WHOLE AND ONLY AGREEMENT

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

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

31 AMENDMENT AND CHANGE CONTROL

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

31.2 In the event the Parties cannot agree upon changes, the Parties shall in good faith seek to agree any proposed changes using the dispute resolution procedures in clause 28 [*Dispute Resolution*].

32 GENERAL

32.1 Governing Law

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

32.2 Change of Law

In this Agreement, unless the context otherwise requires, references to a statutory provision include references to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it, provided that in the event that the amendment, extension or re-enactment of any statutory provision or introduction of any new statutory provision has a material impact on the obligations of either Party, the Parties will negotiate in good faith to agree such amendments to this Agreement as may be appropriate in the circumstances. If, within a reasonable period of time, the Supplier/Service Provider and Transnet cannot reach agreement on the nature of the changes required or on modification of Prices, delivery schedules, warranties, or other terms and conditions, either Party may seek to have the matter determined in accordance with clause 28 [*Dispute Resolution*] above.

32.3 Counterparts

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

33 DATABASE OF RESTRICTED SUPPLIER

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

Invitation to service providers for the inclusion onto an approved list of service providers for the provision of Information, Communication and Technology (ICT) multiple resources on ad hoc basis for Transnet SOC Ltd (Reg. No 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as ("TPT") for a period of thirty-six (36) months.

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

For and on behalf of TRANSNET SOC LTD duly authorised hereto	For and on behalf of duly authorised hereto
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date:
Place:	Place:

AS WITNESS:	AS WITNESS:
Name:	Name:
Signature:	Signature:

For and on behalf of TRANSNET SOC LTD duly authorised hereto
Name:
Position:
Signature:
Date:
Place:

AS WITNESS:
Name:
Signature:



SCHEDULE 1 – SCHEDULE OF REQUIREMENTS

DESCRIPTION: INVITATION TO SERVICE PROVIDERS FOR THE INCLUSION ONTO AN APPROVED LIST OF SERVICE PROVIDERS FOR THE PROVISION OF INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) MULTIPLE RESOURCES ON AD HOC BASIS FOR TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS (“TPT”) FOR A PERIOD OF THIRTY – SIX (36) MONTHS.

SERVICE PROVIDER

CONTRACT NUMBER **ICLM HQ 941 TPT-
TPT/2025/05/0004/96146/RFP**

DURATION **THIRTY – SIX (36) MONTHS.**

COMMENCEMENT DATE

EXPIRY DATE

With reference to the Master Service Agreement (MSA), Reference Number ICLM HQ 941 TPT-TPT/2025/05/0004/96146/RFP dated, ("Contract") between Transnet SOC Ltd ("Transnet") and (the "Service Provider") pursuant to which you have agreed to perform certain services for and on behalf of Transnet subject to such Contract.

The defined terms in the Contract will, unless otherwise indicated, have the same meaning in this Schedule of Requirements. In consideration of the mutual covenant and agreements contained in the Contract and in this Schedule of Requirements, it is agreed as follows:

1. Description of the Services

The scope of services to be performed by the service provider is the for the provision of Information, Communication and Technology (ICT) multiple resources on ad hoc basis for Transnet SOC Ltd (Reg. No 1990/000900/30) Operating as Transnet Port Terminals (hereinafter referred to as ("TPT")) for a period of thirty-six (36) months. The details for the services to be provided are as stipulated in clause 2 below.

2. Scope of Services

2.1 Deliverables

Refer to the detailed scope of work referenced as **Annexure A**

3. Contract Manager/s & Personnel to provide the Services

Transnet Contract Manager	
Designation	
Operating Division	
Address	
Telephone	
Email	

Service Provider's Account Manager	
Designation	
Address	
Telephone	
Email	

4. Performance Review Meetings

Contract management and performance review meetings will be held as required by Transnet's Contract Manager.

5. Fees & Disbursements

Not Applicable

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

SIGNED for and on behalf of

.....

Signature.....

Name.....

Position.....

Date.....

SIGNED for and on behalf of

Transnet SOC Ltd

Signature.....

Name.....

..

Position.....

.

Date.....

APPENDIX 1

Address for Notices

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

- i. by hand delivery - immediately upon receipt by the recipient.

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

The Service Provider

Transnet

Addressee:

Addressee:

Transnet Port Terminal

Transnet SOC Ltd

Attention:

Attention : Xolani Mthethwa

Physical Address:

Physical Address:

202 Anton Lambede Street

Durban

4000

Postal Address:

Postal Address:

Either party may, by a notice given in accordance with this Schedule 1, change its address or the purpose of this Schedule 1.

APPENDIX 2

Non- Disclosure Agreement

Date: 2025.

I (*name*)

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

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

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

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

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

SIGNED at _____ on _____ 2025

(*Signature*)

in the presence of:-

Witness name:

Witness Signature:

Witness address:



GENERAL BID CONDITIONS

[June 2022]

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1 DEFINITIONS

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

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Goods** shall mean the goods required by Transnet as specified in its Bid Document;
- 1.5 **Parties** shall mean Transnet and the Respondents to a Bid Document;
- 1.6 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.7 **RFP** shall mean Request for Proposal;
- 1.8 **RFQ** shall mean Request for Quotation;
- 1.9 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.10 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.11 **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 RFP.

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.

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 RFP.

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 and may also be downloaded from the Transnet website at 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 RFP 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 RFP 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 RFP Document.

10 UNAUTHORISED COMMUNICATION ABOUT BIDS

Respondents may at any time communicate with the contact person listed in the RFP 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 RFP 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 24.1 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 foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 30.1 (a) above. Failure to comply with clause 30.1 (a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Supplier**] 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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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 Service Provider (hereinafter referred to as the "Bidder")

INVITATION TO SERVICE PROVIDERS FOR THE INCLUSION ONTO AN APPROVED LIST OF SERVICE PROVIDERS FOR THE PROVISION OF INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) MULTIPLE RESOURCES ON AD HOC BASIS FOR TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS ("TPT") FOR A PERIOD OF THIRTY – SIX (36) MONTHS.

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

In order to achieve these goals, Transnet and the Bidder hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder'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 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 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 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 with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders the same information and will not provide to any Bidders confidential / additional information through which the Bidders 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 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 participating in the bidding process.

3 OBLIGATIONS OF THE BIDDER

- 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 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 commits to the following:
- a) The Bidder 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 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 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

further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

- 3.4 The Bidder will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders. 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 will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder 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 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 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 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 or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Bidder 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 will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Bidder 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 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 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 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 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 into question, Transnet may reject the Bidder's application from the registration or bidding process and remove the Bidder from its database, if already registered.
- 5.2 If the Bidder 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 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 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 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 Bidders. 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 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 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 database or any bidding process.
- 7.2 If it is found to be that the Bidder made an incorrect statement on this subject, the Bidder can be rejected from the registration process or removed from the Bidder 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 from the bidding process or call off the pre-contract negotiations without giving any compensation to the Bidder. However, the proceedings with the other Bidders may continue;
 - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder
 - 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, in order to recover the payments, already made by Transnet, along with interest;
 - e) Cancel all or any other contracts with the Bidder;
 - f) Exclude the Bidder 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 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 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:
- 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 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.

10 DISPUTE RESOLUTION

- 10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders. When a dispute arises between Transnet and its Bidder, 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 be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders 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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NON DISCLOSURE AGREEMENT

[April 2020]

INVITATION TO SERVICE PROVIDERS FOR THE INCLUSION ONTO AN APPROVED LIST OF SERVICE PROVIDERS FOR THE PROVISION OF INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) MULTIPLE RESOURCES ON AD HOC BASIS FOR TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS ("TPT") FOR A PERIOD OF THIRTY -SIX (36) MONTHS.

THIS AGREEMENT is made between

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

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

and

.....

(the Company as indicated in the RFP bid response hereto)

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
 - 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
 - 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not

bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

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

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority

to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

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TRANSNET PORT TERMINALS

ICLM HQ 941 TPT-TPT/2025/05/0004/96146/RFP

DESCRIPTION OF THE WORKS: INVITATION TO SERVICE PROVIDERS FOR THE INCLUSION ONTO AN APPROVED LIST OF SERVICE PROVIDERS FOR THE PROVISION OF INFORMATION, COMMUNICATION AND TECHNOLOGY (ICT) MULTIPLE RESOURCES ON ADHOC BASIS FOR TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS ("TPT") FOR A PERIOD OF THIRTY – SIX (36) MONTHS.

Appendix 1: ACCREDITATION REQUIREMENTS

ACCREDITATION REQUIREMENTS	
GCOS	
- Bidder to be an accredited Oracle partner and provide a valid accreditation certificate.	
- Bidder to have held Oracle partner accreditation for a minimum of six (6) months.	
- A letter from Oracle confirming the duration of the partnership must be provided	
SAP	
-Bidder to be an accredited SAP partner and provide a valid accreditation certificate.	
-Bidder to have held SAP partner accreditation for a minimum of six (6)	

Scoring methodology		Y/N
No GCOS accreditation and no letter confirming duration of partnership	0 points	
GCOS with one requirement listed in the criteria	12.5 points	
GCOS with all the requirements listed in the criteria	25 points	
No SAP accreditation and no letter confirming duration of partnership	0 points	
SAP with one requirement listed in the criteria	12.5 points	
SAP with all the requirements listed in the criteria	25 points	

Signed _____ Date _____

Name _____ Position _____

Tenderer/Company Name _____



TRANSNET PORT TERMINALS

ICLM HQ 941 TPT-TPT/2025/05/0004/96146/RFP

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Appendix 2: Service History

Note to bidders:

Service History

Bidder to submit at least three (3) traceable reference letters, on official client letterhead, for each operational area they select (out of the seven available categories).

Each letter should be from a different client and must meet the following criteria:

1. Services to include: ICT consultants supplied for ICT projects and/or ICT operations
2. Date requirement: Letters must be dated within the past two years
3. Each letter must clearly state:

- Customer name and contact information
- Project or role description
- Project duration

Signed _____

Date _____

Name _____

Position _____

Tenderer/Company Name _____

TENDER NUMBER: ICLM HQ 941 TPT-TPT/2025/05/0004/96146/RFP

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Appendix 3 ICT Functional Area Resource Supply

ICT Functional Area Resource Supply

ICT Functional Area Resource Supply (As per Appendix 4 of SOW) Bidders must select the TPT functional area(s) for which they will provide resources.

1. Project Management Office (PMO)
2. Information Security Governance, Risk, and Compliance (ISGRC)
3. Enterprise Architect
4. Support Service
5. Navis

Signed _____

Date _____

Name _____

Position _____

Tenderer/Company
Name _____

TENDER NUMBER: ICLM HQ 941 TPT-TPT/2025/05/0004/96146/RFP

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Appendix 4 – ICT Functional Areas/Categories for resource list.

Service providers can bid for any of the functional areas/categories below or bid for all of them. The bid submissions will be evaluated based on the different disciplines and included on the appropriate panel where the technical criteria are met. Service providers bidding for more than one discipline should submit returnable documents per discipline for technical evaluation.

Name _____

Position _____

Tenderer/Company
Name _____

TENDER NUMBER: ICLM HQ 941 TPT-TPT/2025/05/0004/96146/RFP

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Category	Resources required under this category	Tick
Project Management Office (PMO)	Project Manager	
	Project Planner/Administrator	
	Portfolio Manager	
	Change Manager	
	Devops Engineer	
Information Security Governance, Risk, and Compliance (ISGRC)	Governance Specialist	
	Risk and Compliance Officer	
	Cyber Security Specialist	
	Business Process Engineers	
	Contract Specialist	
	Reporting Specialist	
	Manager: Governance, Risk & Compliance	
	Manager: Information Security	
	Security Operations Centre & Endpoint Specialist	
Information Security Officer		
Enterprise Architect	Enterprise Architect	
	Data Architect/Data Analyst	
	Business Analyst	
	Enterprise Architecture	
GCOS	Apex Oracle Developer	
	Senior Apex Oracle Developer	
	Mobile Android Developer	
	Software developers - .NET	
	Software developers – Microsoft Power Platform	
	Quality Assurance and Application Tester	
	Manager: GCOS Application	
	Oracle Database Administrator	

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Category	Resources required under this category	Tick
Support Service	Technical/Technical Support Analyst (Server & Infra)	
	Systems Analyst (End User Computing Software)	
	Controlling Administrator/Service Desk Administrator	
	E-Business Manager	
	Network & Cloud Engineer	
	Integration Systems Analyst	
	Data Scientist	
	Data Engineer	
	Full Stack Developer	
	Business Intelligence Developer	
	SharePoint Analyst	
	WebMethods developer	
	Data Services Management Specialist	
	Systems Analyst	
	IT Manager	
	Desktop Support Analyst	
Infrastructure Architect		
Infrastructure Specialist		
Navis	Navis Solution Specialist	
	SQL Database Administrator	
	Navis Service Delivery Manager	

Category	Resources required under this category	Tick
Systems Applications and Products in Data Processing (SAP)	SAP Project Systems (PS) Analyst	
	SAP FICO Systems Analyst	
	SAP Security & Authorization Officer	
	SAP Basis/Hana Administrator	
	SAP Systems Analyst (FI/MM/SD)	
	SAP Sales & Distribution Analyst	
	SAP ABAP Analyst /Developer	
	SAP Project Systems Analyst	
	SAP Integration Specialist/Analyst	
	SAP IS Oil and TSW Specialist	
	SAP BTP – Integration Suite	
	SAP BTP – Work Zone	
	SAP Fiori Developer	

TENDER NUMBER: ICLM HQ 941 TPT-TPT/2025/05/0004/96146/RFP

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	SAP MM (Material Management) Specialist	
	Manager: SAP Application	
	SAP Plant Maintenance	
	SAP Systems Analyst, Project Systems and Investment Management	
	SAP Systems Analyst, Finance and Controlling	

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Appendix 5 Service Provider Methodology

Service Provider Methodology

Bidder to provide written confirmation that on-site services with established processes will be in place to support the project deliverables, as well as a detailed proposal document on how they will manage the following:

- 1. Onboarding
- 2. Transition/handover between resources
- 3. SLA Management
- 4. Time Management
- 5. Quality Management

Signed _____

Date _____

Name _____

Position _____

Tenderer/Company Name _____