TRANSNET NATIONAL PORTS AUTHORITY

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet]**

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP] [SERVICES]

FOR THE DESIGN, DEVELOPMENT, AND IMPLEMENTATION OF PORTS TRAFFIC MANAGEMENT SYSTEM INCLUDING SUPPORT AND MAINTENANCE FOR A PERIOD OF FOUR (4) YEARS AND SIX (6) MONTHS

RFP NUMBER	**TNPA/2024/06/0018/69830/RFP**
ISSUE DATE:	**30 AUGUST 2024**
COMPULSORY BRIEFING MEETING DATE:	**09 SEPTEMBER 2024**
CLOSING DATE:	**08 OCTOBER 2024**
CLOSING TIME:	**16:00 PM**
BID VALIDITY PERIOD:	**180 BUSINESS DAYS FROM CLOSING DATE**

Note to the bidders:

Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.

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SECTION 1: SBD1 FORM

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET NATIONAL PORTS AUTHORITY, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TNPA/2024/06/0018/69830/RFP	ISSUE DATE:	30 August 2024	CLOSING DATE:	08 October 2024	CLOSING TIME:	16:00
DESCRIPTION	**FOR THE DESIGN, DEVELOPMENT, AND IMPLEMENTATION OF PORTS TRAFFIC MANAGEMENT SYSTEM INCLUDING SUPPORT AND MAINTENANCE FOR A PERIOD OF FOUR (4) YEARS AND SIX (6) MONTHS**						
BID RESPONSE DOCUMENTS SUBMISSION							
RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED (*please refer to section 2, paragraph 3 for a detailed process on how to upload submissions*): https://transnetetenders.azurewebsites.net							

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	Zandile Mhlongo	CONTACT PERSON	Zandile Mhlongo
TELEPHONE NUMBER	N/A	TELEPHONE NUMBER	N/A
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	TNPATenderenquiries1@transnet.net	E-MAIL ADDRESS	TNPATenderenquiries1@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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[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?	☐Yes ☐No [IF YES ENCLOSE PROOF]		**2** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**		☐Yes ☐No [IF YES, ANSWER QUESTIONAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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	**FOR THE DESIGN, DEVELOPMENT, AND IMPLEMENTATION OF PORTS TRAFFIC MANAGEMENT SYSTEM INCLUDING SUPPORT AND MAINTENANCE FOR A PERIOD OF FOUR (4) YEARS AND SIX (6) MONTHS**
TENDER ADVERT	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
RFP DOWNLOADING	This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge. To download RFP and Annexures: • Click on "Tender Opportunities"; • Select "Advertised Tenders"; • In the "Department" box, select Transnet SOC Ltd. Once the tender has been in the list, click on the 'Tender documents" tab and process to download all uploaded documents. The RFP may also be downloaded from the Transnet Portal at https://transnetetenders.azurewebsites.net (please use **Google Chrome** to access Transnet link/site) free of charge *(refer to subsection 3 below for detailed steps)*
COMMUNICATION	Transnet will publish the outcome of this RFP on the National Treasury e-tender portal and Transnet website within 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 request must be directed to the contact person stated in the SBD 1 form 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. 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.
COMPULSORY BRIEFING SESSION	A compulsory briefing session will be held online through Microsoft Teams on **09 September 2024 at 10:00**. Bidders are required to confirm their attendance and to send their contact details including the number of representatives to the following address TNPATenderEnquiries1@transnet.net. Refer to subsection 2 below for details.
CLOSING DATE	**08 October 2024 at 16:00** Bidders must ensure that bids are uploaded timeously onto the system. Generally, if a bid is late, it will not be accepted for consideration. ***Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.***

	Only alphabetical and/ or numerical characters may be used in filenames. Use of any other characters in the filenames of uploaded documents may result in the document being corrupted, for which Transnet takes no responsibility.
VALIDITY PERIOD	**180 Business Days from Closing Date** 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. Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process. With regard to the validity period of next highest ranked bidders, please refer to subsection 10, paragraph 10.12 below.

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

2 FORMAL BRIEFING

A compulsory pre-proposal RFP briefing will be conducted via Microsoft Teams on **Monday, 09 September 2024,** at **10:00** for a period of ± two hours. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late. Bidders can use the meeting link below to join the meeting:

Join the meeting now	**Dial in by phone**	**Join on a video conferencing device**
Meeting ID: 341 590 029 949 Passcode: 34j7R2	+27 21 835 5059,,887526512# South Africa, Cape Town Find a local number Phone conference ID: 887 526 512#	Tenant key: teams@transnet.onpexip.com Video ID: 122 584 827 3 More info For organizers: Meeting options | Reset dial-in PIN http://intranet.inter.transnet.local/Videos/General/Transnet%20Recovery%20Plan/VID-20231214-WA0000?Web=1

2.1 Respondents will be required to confirm the company name represented during the meeting, this will enable TNPA to verify attendance claimed on the Certificate of Attendance form and against the online attendance register. The Certificate of Attendance form set out in Section 12 hereto must be completed and submitted with the Proposal as proof of attendance.

2.2 In case of a Joint Venture/Consortium, attendance of one member of the Joint Venture/Consortium will be accepted.

2.3 Bid submissions from bidders who did not attend the compulsory briefing session will not be considered. Transnet will not be held responsible if any Respondent who did not attend the compulsory session and subsequently feels disadvantaged as a result thereof.

3 PROPOSAL SUBMISSION

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

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

- Log on to the Transnet eTenders management platform website/ Portal ((transnetetenders.azurewebsites.net) Please use **Google Chrome** to access Transnet link/site).

- Click on "ADVERTISED TENDERS" to view advertised tenders.
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information).
- Click on "SIGN IN/REGISTER" - to sign in if already registered.
- Toggle (click to switch) the "Log an Intent" button to submit a bid.
- Submit bid documents by uploading them into the system against each tender selected.
- No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net
- Submissions via email will not be accepted.

b) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.

c) 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.

d) 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.

4 RFP INSTRUCTIONS

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

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

4.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

4.4 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 12 below (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

4.5 Bidders must not submit information relating to 3rd parties as part of their bid submission unless there is an agreement between the bidder and the 3rd party for the bidder to submit such information, or the bidders have formed a JV/Consortium or the information is relating to a subcontractor. In such instances a JV/Consortium/Subcontracting agreement must be submitted with the bid.

5 JOINT VENTURES OR CONSORTIUMS

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

In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card (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 9, clause 4.1 of the specific goals Claim Form.

6 COMMUNICATION

6.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted via email to [**TNPATenderenquiries1@transnet.net**] for the attention of Zandile Mhlongo before **12:00 on 04 October 2024**, substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.

6.2 After the closing date of the RFP, a Respondent may only communicate with **Zandile Mhlongo**, at email **TNPATenderenquiries1@transnet.net** on any matter relating to its RFP Proposal.

6.3 Respondents are to note that changes to its submission will not be considered after the closing date.

6.4 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.

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

6.6 Transnet will publish the outcome of this RFP in the National Treasury e-tender portal and Transnet website with within 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 individual reasons for their bid not being successful. This request must be directed to the contact person stated in the SBD 1 form.

7 CONFIDENTIALITY

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

8 COMPLIANCE

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

9 EMPLOYMENT EQUITY ACT

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

10 DISCLAIMERS

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

10.1 modify the RFP's Goods/Services and request Respondents to re-bid on any such changes;

10.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;

10.3 disqualify Proposals submitted after the stated submission deadline [closing date];

10.4 award a contract in connection with this Proposal at any time after the RFP's closing date;

10.5 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;

10.6 split the award of the contract between more than one Supplier/Service provider, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;

10.7 cancel the bid process;

10.8 validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;

10.9 request audited financial statements or other documentation for the purposes of a due diligence exercise;

10.10 not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;

10.11 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;

10.12 to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the 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 services at their quoted price.

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

11 LEGAL REVIEW

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

12 SECURITY CLEARANCE

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the Goods/Services and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of **CONFIDENTIAL/ SECRET/TOP SECRET**. Obtaining the required clearance is the responsibility

of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

13 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

14 TAX COMPLIANCE

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

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

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

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

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

Ethics Helpdesk

You can choose to be Anonymous or Non-Anonymous on ANY of the platforms

PLEASE RETAIN YOUR REFERENCE NUMBER

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

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

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

Telegram
Speak to an Agent via Telegram

0800 003 056 **086 551 4153** **reportit@ethicshelpdesk.com** ***120*0785980808#**

SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

Transnet National Ports Authority (TNPA) is currently faced with the challenges of traffic congestion due to operational inefficiencies and the lack of digital technologies and systems across the port system. The TNPA ports are currently experiencing high volumes of trucks and at times; a high volume of vessels that have to wait for long periods in queues to collect or deliver cargo in the ports. This has resulted in increased congestion at the ports, both waterside and landside, including the surrounding municipality areas. The lack of traffic management processes and system(s) are contributing factors, as trucks call ports in numbers without a proper controlling mechanism for TNPA.

The Port traffic management is an interlink between berth, yard, and gate management. Berth scheduling takes place as part of planning. However, its effectiveness depends on Vessel Arrival and optimized Cargo Working Time. Optimized cargo working time is also dependent on yard capacity and equipment availability. Both berthing and cargo operations are major factors in determining the maximum number of trucks allowed to enter the terminal/yard area.

In a port with multiple terminal operators, the port road network design must meet the demand for the maximum number of trucks for all Terminal Operators. In the event the demand is not met, then all parties must collaborate to establish a traffic management model to determine the optimal slots and number of trucks that the port road network can cater for, to reduce congestion and not negatively affect Terminal Operators operations.

TNPA is currently unable to control and monitor the traffic flow. This has resulted in each port adopting different approaches to address the need, which is costly and complex to manage. Congestion has negative effects on the efficiency of the port operations and the communities surrounding the ports.

2 SCOPE OF REQUIREMENTS

TNPA is calling for proposals from experienced service providers with a proven track record for the design, development, and implementation of ports traffic management system including support and maintenance for a period of four (4) years and six (6) months. The scope of requirements includes:

2.1 Design a Truck Booking Model for all ports (Durban, Cape Town, Richards Bay, Ngqura, Saldanha Bay, Port Elizabeth, East London and Mossel Bay) that will be incorporated into the traffic management system.

2.2 Design, develop and implement a Traffic Management System.

2.3 Support and maintenance of the Traffic Management System.

The scope of requirements is attached as **Annexure A Scope of Requirements.**

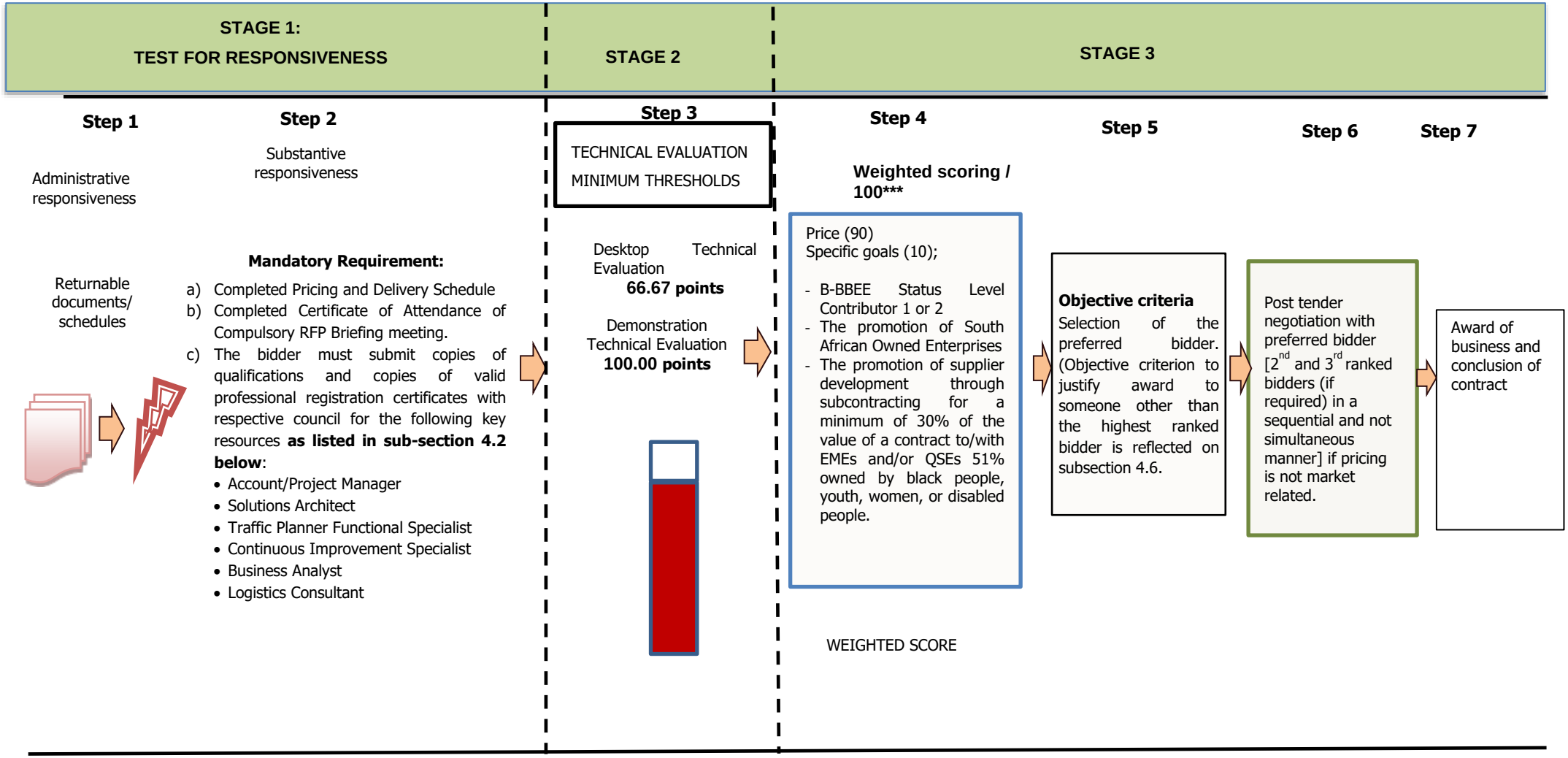
3 GENERAL SERVICE PROVIDER OBLIGATIONS

3.1 The Service provider shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.

3.2 The Service provider must comply with the requirements stated in this RFP.

4 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).

4.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
• Whether the Bid has been lodged on time	*Section 1 paragraph 3*
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	*Section 5*
• Verify the validity of all returnable documents	*Section 5*
• Verify if the Bid document has been duly signed by the authorised respondent	*All sections*

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

4.2 STEP TWO: Test for Substantive Responsiveness to RFP

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

Check for substantive responsiveness	RFP Reference
• Whether any general and legislation qualification criteria set by Transnet, have been met.	*All sections including: Section 2 paragraphs, 2.2, 6, 11.2, General Bid Conditions clause 20*
• Whether the Bid contains a fully completed priced offer as prescribed in the pricing and delivery schedules	*Section 4*
• Whether the Bid materially complies with the scope of service	*All Sections*
• Whether any Technical /eligibility criteria documents set by Transnet have been submitted.	*Subsection 4.3*
• Whether the bidder attended the compulsory briefing meeting. Attendance to be verified through the online attendance register and the company name confirmed during the meeting.	*Section 2 paragraph 2, Section 12 – Certificate of attendance of compulsory briefing meeting*
• Whether the Bid contains copies of valid professional registration certificates with registration number(s) for the resources listed in the table below. Professional registration is required to be valid on the bid closing date. The validity of professional registration certificates provided will be verified with the relevant Professional council.	*Section 5*

Key Resources	Copies of Professional registration required
a) Account/Project Manager	Project Management Professional (PMP) certification with Project Management Institute.
b) Solutions Architect	The Open Group Architecture Framework (TOGAF) certification with The Open Group

• Whether the Bid contains copies of qualification for the below resources: **Key Resources** / **Copies of Required Qualification** a) Traffic Planner Functional Specialist — BSc, BEng or BTech in Traffic Engineering. b) Business Analyst — BSc or BTech in Information Technology or Computer Science. c) Logistics Consultant — BCom or BTech in Transport and Logistics Management. d) Continuous Improvement Specialist — Lean Six Sigma (Black Belt) certificate.	*Section 5*

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

4.3 **STEP THREE: Minimum Threshold 66.67 points for Technical Criteria**

The technical evaluation will be conducted in two stages. Desktop Technical Evaluation will be evaluated out of 100 points. Demonstration Evaluation will be evaluated out of 100 points. Respondent's will be required to achieve a minimum threshold of 66.67 points for Desktop Technical Evaluation in order to proceed to Demonstration Technical Evaluation.

a) Stage 1 – Desktop Technical Evaluation. Criteria attached hereto as **Annexure B1**.

b) Stage 2 - Demonstration Technical Evaluation. Criteria attached hereto as **Annexure B2**.

4.3.1 **Stage 1 – Desktop Technical Evaluation**

a) **The minimum threshold for Desktop Technical Evaluation is 66.67 points.**

The Desktop Technical Evaluation will be conducted out of 100 points. Respondent's will be required to achieve a minimum threshold of 66.67 points to proceed to stage two of Demonstration technical evaluation. The Desktop Technical Evaluation Criteria is attached hereto as **Annexure B1**.

4.3.2 **Stage 2 – Demonstration Technical Evaluation**

a) The minimum threshold for Demonstration Technical Evaluation is 100 points.

Respondents that met the threshold for Desktop Technical Evaluation will be invited for a demonstration session where they will be required to demonstrate a Traffic Management/traffic flow System prototype to TNPA Bid Evaluation Committee. The demonstration should provide a walkthrough of the traffic management/traffic flow system previously designed, developed and implemented that meets all the functional and technical requirements outlined in **Annexure B2**.

Respondent's are required to pass all technical and functional requirements of the Demonstration Evaluation to proceed to the next evaluation stage (Price and Specific Goals Evaluation).

The Demonstration Technical Evaluation must be met or exceeded for a Respondent's Proposal to progress to Step Four evaluation.

4.4 **STEP FOUR: Evaluation and Final Weighted Scoring**

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

Evaluation Criteria	RFP Reference
• Commercial offer	*Section 4*

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

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

Where:

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

b) **Specific Goals** [Weighted score 10 points]

- Specific goals preference points claim form.
- Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 9, clause 4.1 of the specific goals Claim Form.

Selected Specific Goal (90/10 Preference Point System)	Number of points allocated (90/10)
B-BBEE Status Level of Contributor 1 or 2	**3.00**
The promotion of South African Owned Enterprises	**2.00**
The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people.	**5.00**
Non-Compliant and/or B-BBEE Level 3-8 contributors	**0.00**

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 Goal	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	- B-BBEE Certificate / Sworn- Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
The promotion of South African Owned Enterprises	- CIPC Certificate
The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people	- Subcontracting agreements and declaration - Subcontractors CIPC registration documents - Subcontractors B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines

	- Certified copy/ies of ID Documents of the Owners which are 51% owned by black women, youth and disabled people - Doctor's note confirming the disability and/or Employment Equity Act 1 (EEA1) form

4.5 **SUMMARY: Applicable Thresholds and Final Evaluated Weightings**

Thresholds	Minimum Threshold
Desktop Technical Evaluation (Stage 1 Technical Evaluation)	66.67
Presentation Evaluation (Stage 2 Demonstration Technical Evaluation)	100.00

Evaluation Criteria	Final Weighted Scores
Price	90
Specific goals - Scorecard	10
TOTAL SCORE:	**100**

4.6 **STEP FIVE: Objective Criteria (Due-diligence)**

Transnet reserves the right to award the business to the highest scoring bidder/s unless there are objective criteria which will justify the award of the tender to another bidder. Transnet will apply the objective criteria in this bid process as follows to determine if:

a) Bidder is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority.

b) There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact **(Annexure E**).

c) The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project.

d) The appointment of the bidder would result in a negative impact on Transnet's Return on Investment.

e) The tenderer or its members, directors, partners:

- Is under restrictions as contemplated in the Integrity Pact (**Annexure E**),
- Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated.

f) In relation to the proposed contract, a due diligence exercise to validate the bidder's proposal that demonstrate that it possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract.

g) Has no legal capacity to enter into the contract.

h) Is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing.

i) Does not comply with the legal requirements, if any, stated in the tender data; and

j) Is not able to perform the contract free of conflicts of interest.

4.7 **STEP SIX: Post Tender Negotiations (if applicable)**

a) Respondents are to note that Transnet may not award a contract if the price offered is not market-related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:

- first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
- negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.

b) In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.

c) Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent.

4.8 **STEP SEVEN: Award of business and conclusion of contract**

a) Immediately after approval to award the contract has been received, the successful or preferred bidder 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.

b) A final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

SECTION 4: PRICING AND DELIVERY SCHEDULE

Item No	Description of Item	Unit of Measure	Quantity	Price (ZAR) Excl. Vat	Total Price of Item [ZAR] Excl. Vat
1	Information Gathering Workshops Note: • Information gathering workshops and process observations – All eight (8) ports visits. • Business Requirement Specifications for all eight (8) ports. • Consolidated Business Requirement Specification document for all eight (8) Ports.	Sum	1		
2	Truck Booking Model incorporated into a Traffic Management System (Signed-off by TNPA)	Model	1		
3	System License (Perpetual)	Once off	1		
4	Solution Design	Sum	1		
5	Project Management	Sum	1		
6	Configurations/Developments	Sum	1		
7	Testing	Sum	1		
8	Skills Transfer On site personnel training and involvement in all activities: • First-line functional support x 10 • First-line technical support x 5 • System Administration x 3	Sum	18		
9	Deployment / Go Live	Sum	1		
10	Support and Maintenance Year 1	Annual	1		
11	Support and Maintenance Year 2	Annual	1		
12	Support and Maintenance Year 3	Annual	1		
13	Accommodation and Flights (Government Rate and Economy Class) & Car Hire (Group B) will be reimbursed as cost price.				
				TOTAL PRICE, exclusive of VAT:	
				VAT 15%	
				Total Inclusive of VAT	

Notes to Pricing:

a) Prices must be quoted in South African Rand inclusive of VAT.

b) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-

(i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP.

(ii) if that Respondent does not agree to a market-related price, TNPA will negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP.

(iii) if the Respondent scoring the second highest points does not agree to a market-related price, TNPA will negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.

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

c) Prices are to be quoted on a delivered basis and all items of the pricing schedule must be priced, failing which the respondent's proposal will be made non-responsive and not proceed to the next stage of evaluation.

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

e) Respondents to note, if awarded the contract, the prices quoted would be kept firm for the duration of the contract.

f) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.

1. DISCLOSURE OF CONTRACT INFORMATION

PRICES TENDERED

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

JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS

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

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

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

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

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

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.					
Is the Respondent *(Complete with a "Yes" or "No")*					
A DPIP/FPPO		**Closely Related to a DPIP/FPPO**		**Closely Associated to a DPIP/FPPO**	

List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	**Name of Entity / Business**	**Role in the Entity / Business** (Nature of interest/ Participation)	**Shareholding %**	**Registration Number**	**Status** (Mark the applicable option with an X)	
					Active	**Non-Active**
1						
2						
3						

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

2. EXCHANGE AND REMITTANCE

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

2.1 ZAR 1.00 [South African currency] being equal to _____ [foreign currency]

2.2 _____ % in relation to tendered price(s) to be remitted overseas by Transnet.

2.3 _____ [Name of country to which payment is to be made]

2.4 Beneficiary details:

Name [Account holder] _____

Bank [Name and branch code] _____

Swift code _____

Country_____

2.5 _____ [Applicable base date of Exchange Rate used]

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

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

3. SERVICE LEVELS

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

3.2 Transnet will have quarterly reviews with the Service provider's account representative on an on-going basis.

3.3 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.

3.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:

a) Random checks on compliance with quality/quantity/specifications

b) On-time delivery

If the Service provider does not achieve this level as an average over each quarter, Transnet will receive a 1.5% [one and a half per cent] rebate on quarterly sales payable in the next quarter

3.5 The Service provider must provide a telephone number for customer service calls.

3.6 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

YES			**NO**	

4. RISK

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

c) Ensuring Quality of Services to be rendered delivered:

_____

_____

_____

d) Continuity of service provision:

_____

_____

_____

e) Compliance with the Occupational Health and Safety Act, 85 of 1993:

_____

_____

_____

SIGNED at _____ on this _____ day of _____ 20___

SIGNATURE OF WITNESSES	ADDRESS OF WITNESSES
1 _____	_____
Name _____	_____
2 _____	_____
Name _____	_____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

I/We_____
[name of entity, company, close corporation or partnership] of *[full address]*
_____
_____
carrying on business trading/operating as
_____
represented by_____
in my capacity as _____
being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated _____to enter into, sign execute and complete any documents relating to this proposal and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should Transnet decide to enter into Post Tender Negotiations with highest ranked bidder(s).

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

I/We hereby offer to supply/provide the abovementioned Goods/Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.
I/We agree to be bound by those conditions in Transnet's:

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

I/We accept that unless Transnet should otherwise decide and so inform me/us in the letter of award, this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.
Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of award, this Proposal together with Transnet's Letter of Award, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.
I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, within 2 [two] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

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

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

ADDRESS FOR NOTICES

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

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

Facsimile: _____
Address: _____
_____

NOTIFICATION OF AWARD OF RFP

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

Mandatory Returnable Documents	***Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFP will result in a Respondent's disqualification.***
Returnable Documents Used for Scoring	***Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, to the extent that the non-availability of a document makes it impossible to allocate a score, no score will be allocated towards that applicable evaluation criterion.***
Essential Returnable Documents	***Failure to provide essential Returnable Documents will 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.***

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

a) Mandatory Returnable Documents

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

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
1. SECTION 4 : Pricing and Delivery Schedule	
2. The Respondents must submit copies of valid professional registration certificates with registration number(s) for the resources listed in the table below. Professional registration is required to be valid on the bid closing date. The validity of professional registration certificates provided will be verified with the relevant Professional council.	

Key Resources	Copies of Professional registration required
a) Account/Project Manager	Project Management Professional (PMP) certification with Project Management Institute.
b) Solutions Architect	The Open Group Architecture Framework (TOGAF) certification with The Open Group

3. The Respondents must submit copies of qualification for the below resources:	

Key Resources	Copies of Required Qualification
a) Traffic Planner Functional Specialist	BSc, BEng or BTech in Traffic Engineering.
b) Business Analyst	BSc or BTech in Information Technology or Computer Science.
c) Logistics Consultant	BCom or BTech in Transport and Logistics Management.

MANDATORY RETURNABLE DOCUMENTS		SUBMITTED [Yes/No]
d) Continuous Improvement Specialist	Lean Six Sigma (Black Belt) certificate.	
SECTION 12: The Respondents must submit a completed Certificate of Attendance of Compulsory RFP Briefing in section 12. Attendance to be verified through the online attendance register and the company name confirmed during the meeting.		

b) Returnable Documents Used for Scoring

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

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
Respondent's valid proof of evidence to claim points for compliance with Specific Goals' requirements as stipulated in Section 9 of this RFP: - Valid B-BBEE certificate or Sworn- Affidavit. In case of JV, a consolidated scorecard will be accepted) as per DTIC guideline. - CIPC Certificate Promotion of supplier development through subcontracting: - Subcontracting agreements and declaration - Subcontractors CIPC registration documents - Subcontractors B-BBEE Certificate / Sworn - Affidavit /CIPC B-BBEE Certificate as per DTIC guidelines. - Certified copy/ies of ID Documents of the Owners which are 51% owned by black women, youth and disabled people. - Doctor's note confirming the disability and/or Employment Equity Act 1 (EEA1) form.	
Respondents' submission of documentary evidence in response to **Annexure B1**, technical evaluation criteria	

c) Essential Returnable Documents:

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

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	
SECTION 1: SBD1 Form	
SECTION 5: Proposal Form and List of Returnable documents	
SECTION 6: Certificate of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7: RFP Declaration and Breach of Law Form	

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	**SUBMITTED [Yes or No]**
SECTION 9: Specific Goals Points Claim Form	
SECTION 10: Job Creation Schedule	
SECTION 11: Protection of Personal Information	
Bidder's Declaration (Form SBD 4)	
Central Supplier Database (CSD) Report	
SARS Tax Compliance Pin	
Project resource Organogram depicting all key resources names and roles in the project	
Complete sets of audited annual financial statements, for the three (3) most recent financial periods in the name of the bidding entity.	

In addition to submission of copies of CVs and qualification/certification for the key personnel, the bidder is required to furnish the details of the proposed key personnel in the table below;

No.	**Proposed Key Resource**	**Name and Surname**	**Certification /Qualification**
1	Account/Project Manager		
2	Solutions Architect		
3	Continuous Improvement Specialist		
4	Traffic Planner Functional Specialist		
5	Business Analyst		
6	Logistics Consultant		

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

SIGNED at _____ on this _____ day of _____ 20___

SIGNATURE OF WITNESSES	ADDRESS OF WITNESSES
1 _____	_____
Name _____	_____
2 _____	_____
Name _____	_____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

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

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

1	Transnet's General Bid Conditions
2	Master Agreement, Schedule of Requirements and Service Level Agreement
3	Transnet's Supplier Integrity Pact
4	Non-disclosure Agreement
5	Scope of Requirements 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.

SIGNED at _____ on this _____ day of _____ 20___

SIGNATURE OF WITNESSES ADDRESS OF WITNESSES

1 _____ _____

Name _____ _____

2 _____ _____

Name _____ _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

_____ _____

Respondent's Signature Date & Company Stamp

SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;

2. We have received all information we deemed necessary for the completion of this Request for Proposal [**RFP**];

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

4. At no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;

5. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner;

6. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;

7. We declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid;

8. We declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of Transnet;

9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFP; and

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

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

    _____

    _____

_____ _____

Respondent's Signature Date & Company Stamp

Indicate nature of relationship with Transnet:

_____

_____

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

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

BIDDER'S DISCLOSURE (SBD4)

12 PURPOSE OF THE FORM

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

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

13 Bidder's declaration

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

[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.

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

YES/NO

13.2.1. If so, furnish particulars:

…….

…….

13.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

13.3.1. If so, furnish particulars:

…….

…….

14 DECLARATION

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

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

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

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] 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

[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.

criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

BREACH OF LAW

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

NATURE OF BREACH:

_____

_____

DATE OF BREACH:_____

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

SIGNED at _____ on this _____ day of _____ 20___

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

Returnable document

SECTION 8: RFP CLARIFICATION REQUEST FORM

RFP No: TNPA/2024/06/0018/69830/RFP

RFP deadline for questions / RFP Clarifications: Before **12:00 on 04 October 2024**

TO:	Transnet SOC Ltd
ATTENTION:	Zandile Mhlongo
EMAIL	TNPATenderEnquiries1@transnet.net
DATE:	_____
FROM:	_____
	_____

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

REQUEST FOR RFP CLARIFICATION

_____
_____
_____
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SECTION 9: 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, 2022.

---

1. GENERAL CONDITIONS

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

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

1.2 The 90/10 preference point system will apply to this RFP since the value of this bid is estimated to exceed R50 000 000 (all applicable taxes included). Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

(a) Price;

(b) B-BBEE Status Level of Contribution; and

(c) Any other specific goal determined in Transnet preferential procurement policy.

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

	POINTS
PRICE	**90**
SPECIFIC GOALS - B-BBEE Status Level of Contributor 1 or 2 - The promotion of South African Owned Enterprises - The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people.	**10**
- Non-Compliant and/or B-BBEE Level 3-8 contributors	**0**
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-BBBEE 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 90/10 PREFERENCE POINT SYSTEM

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

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

Where:

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

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

Selected Specific Goal	**Number of points allocated (90/10)**
B-BBEE Status Level of Contributor 1 or 2	**3.00**
The promotion of South African Owned Enterprises	**2.00**
The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people.	**5.00**
Non-Compliant and/or B-BBEE Level 3-8 contributors	**0.00**

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 Status Level of Contributor 1 or 2	- B-BBEE Certificate / Sworn- Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
The promotion of South African Owned Enterprises	- CIPC Certificate
The promotion of supplier development through subcontracting for a minimum of 30% of the value of a contract to/with EMEs and/or QSEs 51% owned by black people, youth, women or disabled people.	- Subcontracting agreements and declaration - Subcontractors CIPC registration documents - Subcontractors B-BBEE Certificate / Sworn - Affidavit /CIPC B-BBEE Certificate as per DTIC guidelines. - Certified copy/ies of ID Documents of the Owners which are 51% owned by black women, youth and disabled people. - Doctor's note confirming the disability and/or Employment Equity Act 1 (EEA1) form
Non-Compliant and/or B-BBEE Level 3-8 contributors	

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.]
EME[3]	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contribution: . = ……(maximum of 3 points)

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE.

(Tick applicable box)

YES		NO	

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……

……

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If a bidder submitted false information regarding its B-BBEE status level of contributor 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 10: JOB-CREATION SCHEDULE

(Please ensure that you return this schedule with your bid submission)

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%. In order to give effect to these job creation objectives, Tenderers are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this tender. This undertaking should be submitted as part of the bid submissions.

Note that this undertaking is not required if a NIPP obligation is applicable to a Respondent's bid. **Respondents are required to indicate below whether the NIPP obligation is applicable to their bid:**

YES			**NO**	

a) Please indicate total number of new jobs that will be created over the term of the contract:

Total number and value of new jobs created	**Total number of new jobs**	**Total rand value of new jobs created**

b) Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

	Total number of new jobs	**Total rand value of new jobs**
Black men		
Black women		
Black Youth		
Black people with disabilities; and		
Black people living in rural or underdeveloped areas or townships.		

c) Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

	Total number of Skilled jobs	**Total number of Semi-skilled jobs**	**Total number of Unskilled jobs**
Black men			
Black women			
Black Youth			
Black people with disabilities			
Black people living in rural or underdeveloped areas or townships.			

d) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract:

Year 1	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people with disabilities				
Number of new jobs for Black people living in rural or underdeveloped areas or townships.				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

Year 2	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people with disabilities				
Number of new jobs for Black people living in rural or underdeveloped areas or townships.				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

Year 3	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people with disabilities				
Number of new jobs for Black people living in rural or underdeveloped areas or townships.				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

Year 4	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people with disabilities				
Number of new jobs for Black people living in rural or underdeveloped areas or townships.				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

SECTION 11: PROTECTION OF PERSONAL INFORMATION

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

   consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

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

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

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.

5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

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

7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.

8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFP (physically, through a computer or any other form of electronic communication).

9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding

critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.

11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA.

Respondents are required to provide consent below:

YES			**NO**	

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.

SECTION 12: CERTIFICATE OF ATTENDANCE OF COMPULSORY RFP BRIEFING

It is hereby certified that [name of representative(s)]:

1. _____

2. _____

Representative(s) of _____ [name of entity] attended the Compulsory RFP briefing meeting in respect of the proposed Services to be rendered in terms of this RFP on _____2024.

_____

RESPONDENT'S REPRESENTATIVE

DATE _____

EMAIL _____

NOTE:

This certificate of attendance must be fully completed, signed and be submitted at the closing date and time of the tender.

ANNEXURE A:
SCOPE OF REQUIREMENTS

TRANSNET NATIONAL PORTS AUTHORITY

A DIVISION OF TRANSNET SOC Ltd

SCOPE OF REQUIREMENTS

DESIGN, DEVELOPMENT, AND IMPLEMENTATION OF PORTS TRAFFIC MANAGEMENT SYSTEM INCLUDING SUPPORT AND MAINTENANCE FOR A PERIOD OF FOUR (4) YEARS AND SIX (6) MONTHS

1. PURPOSE

The purpose of this document is to define the scope of work and requirements for the design, development, and implementation of the Traffic Management System for Transnet National Ports Authority (TNPA). The objective is to model and implement a solution to assist with port traffic management from both waterside and landside.

2. BACKGROUND

TNPA is currently faced with the challenges of traffic congestion due to operational inefficiencies and the lack of digital technologies and systems across the port system. The ports are currently experiencing high volumes of trucks and at times; a high volume of vessels that have to wait for long periods in queues to collect or deliver cargo in the ports. This has resulted in increased congestion at the ports, both waterside and landside, including the surrounding municipality areas. The lack of traffic management processes and system(s) are contributing factors, as trucks call ports in numbers without a proper controlling mechanism for TNPA.

The Port traffic management is an interlink between berth, yard, and gate management. Berth scheduling takes place as part of planning. However, its effectiveness depends on Vessel Arrival and optimized Cargo Working Time. Optimized cargo working time is also dependent on yard capacity and equipment availability. Both berthing and cargo operations are major factors in determining the maximum number of trucks allowed to enter the terminal/yard area.

In a port with multiple terminal operators, the port road network design must meet the demand for the maximum number of trucks for all Terminal Operators. In the event the demand is not met, then all parties must collaborate to establish a traffic management model to determine the optimal slots and number of trucks that the port road network can cater for, to reduce congestion and not negatively affect Terminal Operators operations.

TNPA currently cannot control and monitor the traffic flow. This has resulted in each port adopting different approaches to address the need, which is costly and complex to manage. Congestion has negative effects on the efficiency of the port operations and the communities surrounding the ports.

3. PROBLEM STATEMENT

TNPA, as an Authority and Landlord, is mandated to provide efficient port infrastructure and marine services to all port users. Currently, the Port Authority does not have a traffic management system in place to monitor the movement of traffic within the port. The current mechanisms that TNPA has adopted to address the issues of traffic congestion and lack of traffic movement monitoring in the ports present the organization with the following challenges amongst others:

a. Compromised safety of port community and the communities around the port.
b. Infrastructure damage due to the absence of traffic monitoring mechanisms.
c. Long truck and vessel turnaround time leading to port inefficiencies affecting targeted volumes.
d. Non availability of a deviation process (e.g., truck arrives at the port with no valid permits).
e. TNPA allows the truck to enter the port without verifying the Terminal Operator's readiness to accommodate the truck at the terminals.
f. TNPA does manual checks for capacity availability in staging areas, permit verifications and other security checks before allowing the truck inside the port.
g. Traffic congestion, which affects operational turnaround time.
h. Increase in air pollution.
i. Lack of integration with emergency services.
j. Limitation of TNPA to perform the port Oversight function.
k. Falsified visitor and harbor career permits.
l. License plates and permits swapped between trucks.
m. Trucks entering the ports with fraudulent permits.
n. Truck not being checked for road worthiness prior to obtaining permits.
o. Issuing of temporary permits done at the ports cause congestion.
p. Lack of integration to state agency's traffic management system(s) to assess traffic trends and monitor traffic incidents outside port limits impacting incoming and outgoing traffic from Ports.

The acquisition of proper technologies is one of the key interventions taken by TNPA to alleviate congestion and improve traffic inflows and outflows within the ports. TNPA's position is to have a traffic management system that also includes truck booking capability, aiming to address the gap for Terminal Operators without a booking system. This approach will ensure efficiency and facilitate traffic management within the port's vicinities.

4. GOALS AND OBJECTIVES

The Traffic Management System will enable TNPA to manage the traffic flow on both waterside and landside within all the eight commercial ports. The Traffic Management System must fulfil the following goals and objectives:

a) Interlinked waterside and landside traffic movements and operational activities at Berths, TNPA and Terminal Operators' Gates, and Yards.
b) Standardized traffic and deviation management processes.
c) Improve the monitoring and management of traffic flows.
d) Appointment system which will provide insights of trucks and vessels pre-arrival information to external and internal stakeholders according to TNPA business rules.
e) Facilitate an incentive model to incentivize cargo agents / truck drivers / owners to call during "off-peak" periods.
f) Share traffic information, booking information, traffic flows and trends, pre-arrivals, and related information to port stakeholders e.g., terminal operators, depot operators etc.
g) Provide TNPA with the ability to accurately measure time spent in operational areas i.e. staging area, stockpile area etc.
h) Provide TNPA with the ability to manage the number of truck visits per port.
i) Empower TNPA with information and data analytics to enact mitigation measures when the port limits land agreement / permit between Terminal Operators, Cargo agents / Truck owners / Drivers are violated.
j) Easier detection of fraudulent permits.
k) Comprehensive modules and system to cater for the following:
    - Truck booking system.
    - Digitalized port permits system (Port Carrier, visitors and driver permits).
    - Vehicle tracking system.
    - Automated gates.
    - Facial recognition system.
    - Lane control system.
    - Traffic Digital Signages.
    - Integration with relevant authorities' traffic management systems.
    - Integration with online payment gateways or Order to Cash system.
    - Integration with the Integrated Port Management System (IPMS) and ARCGIS for vessel tracking and movements.

5. BUSINESS BENEFITS

The main benefit of this initiative is to assist and provide TNPA with the following solutions:

a. **Reducing Traffic Congestion** – The primary objective of the Traffic Management System is to reduce traffic congestion by improving traffic flow and reducing turnaround time.
b. **Improving Air Quality** – Another aim of this Traffic Management System is to enhance air quality by minimizing traffic congestion, idling, and stop-and-go traffic, which are major contributors to air pollution.
c. **Enhancing Road Safety** – Road safety will be improved by using cameras and sensors to detect incidents, hazards, and congestion.
d. **Integration with Emergency Services** – This initiative aims to improve incident response times and reduce the impact of incidents on traffic flow within the port.
e. **Improved Customer Service** – Through the introduction of this system, TNPA will be able to enhance the level of service offered to customers.
f. **Increased Data Analytics and Real-time Reporting** – The Traffic Management System will enable TNPA to collect and analyze data on traffic flow and other transportation-related data in real-time.
g. **Enhanced Oversight Capability –** By implementing this project, TNPA will overcome limitations in performing port oversight functions, thereby improving its ability to monitor and regulate port activities effectively.
h. **Improved and efficient service delivery to Customers** - Through this project, TNPA will enhance its service delivery to customers by streamlining processes, reducing waiting times, and increasing overall operational efficiency.

6. SCOPE OF WORK

The scope of work entails the following:

- Design a Truck Booking Model for all ports (Durban, Cape Town, Richards Bay, Ngqura, Saldanha Bay, Port Elizabeth, East London and Mossel Bay) that will be incorporated into the traffic management system.
- Design, develop and implement a Traffic Management System.
- Support and maintenance of the Traffic Management System.

6.1 DESIGN A TRUCK BOOKING MODEL FOR ALL PORTS TO BE INCORPORATED INTO THE TRAFFIC MANAGEMENT MODEL

The design of a Truck Booking Model for all ports (Durban, Cape Town, Richards Bay, Ngqura, Saldanha Bay, Port Elizabeth, East London and Mossel Bay) entails detailed information gathering on TNPA's value chain, operational processes, policies, user experiences and developing a comprehensive Traffic Management Model.

6.1.1 Truck Booking Model Inputs

The following parameters will be the inputs to the Truck Booking Model, but not limited to:

Traffic	Terminal & Port Operations
• Time series of daily truck volume (pick up, delivery, dual). • Traffic flow (weekday, weekends, on/off peak). • Vessel traffic. • Traffic outside port limits.	• Weather condition. • Terminal yard planning and average through-put. • Commodity and cargo types at the respective terminals . • Truck turnaround KPIs. • Port rules at the respective ports. • Incident and deviation management.
Infrastructure	**Booking Models**
• Port entrances and exits • Terminal entrances and exits • Gate lanes • Road capacity • Terminal yard capacity • Terminal traffic management system	• First come first served • Appointment/ pre-booking • Dynamic per terminal operator • Predictive • Hybrid

In support of the need for a Booking model, TNPA has identified four different Booking models within the Ports as shown in the table below. The model should consider the following booking models but not limited to:

Model Type	Process
First Come First Served	• Trucks arrive at the port and form a queue in the order of their arrival time. • When a slot becomes available, the next truck in the queue is assigned to the slot. • The truck proceeds to the designated loading or unloading area.

Appointment/Pre-booking	• The Cargo Owners will typically initiate the process by submitting a booking request to the Terminal Operator. The Terminal Operator will confirm the booking and provide the trucker with a reservation number. • The trucker will use the reservation number to access TNPA truck booking system and schedule a specific time to pick up or drop off the cargo at the terminal. • Once the booking is confirmed, TNPA will issue a gate pass to the trucker, which allows them to enter the terminal and access the cargo. • When the trucker arrives at the terminal, they will present the gate pass to the gate attendant.
Dynamic Slot Allocation per Terminal Operator	• Cargo owners or truckers submit a booking request to the Terminal Operator or TNPA, indicating the type of cargo, quantity, and estimated arrival time. • The dynamic slotting system uses real-time data on port congestion, truck arrivals, and cargo availability to assign a slot for the incoming truck. • The system assigns a specific time slot for the truck to enter the port and pick up or drop off the cargo. • The trucker receives a confirmation of the assigned slot and any specific instructions for entering the port. • When the truck arrives at the port, it enters the assigned slot and proceeds to the designated loading or unloading area.
Predictive slot Allocation per Terminal Operator	• Cargo owners or truckers submit a booking request to the Terminal Operator or TNPA, indicating the type of cargo, quantity, and estimated arrival time. • The predictive slotting system uses historical data, GPS on truck arrivals, cargo volumes, and other relevant factors to generate predictions of future truck traffic e.g., Weight, size, and type of cargo, as well as the availability of loading equipment and personnel. • The system assigns a specific time slot for the truck to enter the port and pick up or drop off the cargo. • The trucker receives a confirmation of the assigned slot and any specific instructions for entering the port. • When the truck arrives at the port, it enters the assigned slot and proceeds to the designated loading or unloading area.

6.1.2 Truck Booking Model Outputs

The model output must recommend the following, but not limited to:

- Number of slots with corresponding times
- Slot allocation method

- Truck booking model best fit
- Truck booking model incorporated into Traffic management system

Note: The outputs must be dynamic to the port, terminal operator, precinct, commodity and cargo type.

6.2 DESIGN, DEVELOPMENT, AND IMPLEMENTATION OF A TRAFFIC MANAGEMENT SYSTEM

On successful completion and approval by TNPA, the Truck Booking Model will be incorporated into the traffic management system, the service provider will design, develop, and implement the Traffic Management System.

6.2.1 Functional Requirements

The Traffic Management System must have the following functional requirements, but not limited to:

Truck Booking Models	**Permit Management (truck, drivers, visitors, passengers, pedestrians & people with disabilities)**
• First come first serve • Appointment/ pre-booking • Dynamic • Predictive • Hybrid	• Permit application • Permit status • Permit verification • Permit renewal alert • Electronic permits issuing (QR Code etc)
Traffic Monitoring	**Truck Slot Management**
• Visual real-time traffic within port limits • Congestion • Entry & Exit (truck, drivers, visitors, passengers, pedestrians & people with disabilities) • Traffic violations	• Slot Planning • Slot booking • Slot utilisation • Slot configuration
Truck Booking Management	**Gate Operations**
• Booking amendment • Booking cancellation • Booking confirmation • Booking reminders • Booking waitlist • Booking enquiry	• Appointment verification • Truck & driver permit verification • Vehicle verification • Driver verification • Visitor verification • Cargo weight verification • Capacity Availability (traffic flow-route, stockpile areas, vessel availability etc.)

Deviation, Accident, Environmental & Road Safety Management	**KPIs**
• Deviations - Road closures / Breakdowns / Operational delays & incidents • Abnormal load vehicles alerts (health, size etc) • Automated incident alerts to response units (security, operations managers, police, ambulance, tow trucks etc.) • Blacklisting rules • Reroute to staging area	• Precinct turnaround time • Port turnaround time • Terminal turnout time • Queuing time in staging area • Trucks arrival rate • Trucks departure rate • Number of trucks
Workflow Approvals	**Customer or User Management**
• Terminal operators truck booking approval. • TNPA truck and driver entry approval. • Visitor entry approval • TNPA override truck booking approval in operational incidents/ deviations.	• User registration • User Access Management • User onboarding and offboarding • Role-bases access control (read-only, read/write, manager, admin and super admin) • Profile management • Automated workflows • Password in line with the Transnet password policy
Integration	• **Reports**
• ArcGIS • Port Simulation • Integrated Port Management System (IPMS) • Babylon security system • Online payment gateways or Order to Cash system • Terminal Operations Truck Booking Systems • Rail management system • SANRAL, Natis, SAPS, SARS, CIPC Database • Government and Local Municipalities Systems • TNPA Smart Technologies • Digital signage • Smart cameras and sensors • Weighbridge • Digital signage • Facial recognition • Number plate recognition • Boom gates • Lane control sensors • RFID readers and Tags	• Truck routes • Permit Management • Traffic Monitoring • Slot Booking Management • Deviation Management • Gate Operations • Customer or User Management • Filters: Port, gate, commodity, cargo, route, terminal operator, precinct and time period.

6.2.2 Technical Requirements

The Traffic Management System must have the following technical requirements, but not limited to:

Integration Capability	**Modularity**
• Integrate with current and future integration protocols and mediums, not limited to Webservices Application Programming Interfaces (API's), Electronic Data Interchange (EDI), flat files	• The system must have a modular architecture • Modules must be loosely coupled but tightly integrated. • Modules must be customizable to meet TNPA specific requirements. • Addition and deactivation of module must be seamless with minimal impact on the production environment.
Information, System & Cyber security	**Communication channels**
• Compliant to the POPIA Act. • Compliant to ISO 27001 Application Security requirements. • Data encryption specification (Transnet preferred encryption algorithms) • Robust Authentication (MFA) and Authorization • Detailed Penetration Test must be successfully conducted. • Input validation • Error handling • Secure code practices • Incident response (operational & cyber) • Change management	• Application • Chatbot • WhatsApp • Emails • Sms
Audit Trails & Monitoring	**User Interface Friendly**
• User creation, modification, and deletion. • Profile/role creation, modification, and deletion. • System and security parameter modification. • Log-ons, logoffs and password changes for system administration accounts.	• Desktop (Recognized operating systems including Android and IOS) • Tablet (Recognized operating systems including Android and IOS) • Mobile (Recognized operating systems including Android and IOS)) • Seamless UI transition with IPMS UI
Data Management	**Scalability**
• Master Data Management • Data Modelling • Data Quality Management • Business Rule Engine	Vertically Horizontally
Skills Transfer	**Hosting**
• Manuals and training documents • Skills transfer to TNPA Developers and System Support and Maintenance teams	TNPA private cloud data center

Licensing	
• Perpetual licensing (for the entire traffic management system solution)	

6.3 SUPPORT AND MAINTENANCE OF THE TRAFFIC MANAGEMENT SYSTEM

The support and maintenance of the services include, but not limited to the following:

Support & Maintenance	User Support
• For a period of 3 Years • Level I: End user • Level II: Functional • Level III: Technical	• Functional support on a 24x7x365 basis • Resolve user issues • Provide technical support to end users • Ensure optimal user experience
System Management and Monitoring	**Security Management**
• Technical support of the platform and architecture on a 24x7x365 basis • Continuous monitoring to ensure optimal system performance • Respond to alerts and resolve system issues	• Conduct security audits • Conduct vulnerability assessments • Incidents responses • Disaster recovery planning
Documentation and Reporting	**Continuous Improvement**
• Maintain up to date system documentation • Generate System performance reports • Document changes and updates documentation • Status reports • Incidents and resolution reports • Audit reports	• Monitor trends and technological advancements • Recommend improvements to system performance, efficiency and security. • Conduct reviews and assessments of the system.

During the period of support and maintenance contract, as the environment, business and operational requirements changes, TNPA may require to add new functions. The appointed service provider will be required to support and maintain these additional functionalities under the same terms and conditions of this agreement.

7. OPERATIONAL PERSONNEL REQUIREMENTS

The team must be adequately resourced with suitably qualified, skilled, certified, and experienced resources and should as a minimum comprise the following skill sets, but not be limited to:

Resource Skill Set	Minimum Years of Experience	Certification
• Account/Project Manager	8	• Project Management Professional (PMP) registration from Project Management Institute.
• Solutions Architect	8	• TOGAF
• Traffic Planner Functional Specialist	8	• Traffic Engineering (Minimum Bsc, BEng or BTech)
• Continuous Improvement Specialist	8	• Lean Six Sigma certification (Black Belt)
• Business Analyst	8	• Information Technology, Software Engineering or Computer Science (Minimum Bsc, BEng or BTech)
• Logistics Consultant	8	• Transport and Logistics Management (Minimum BCom or BTech)
• Technical Resources for system development: Developer, Integration Specialist, Database Administrator, Testing Specialist.	6	• Information Technology, Software Engineering or Computer Science (Minimum Bsc, BEng or BTech)
• Marine Engineer	6	• Marine Engineering (Minimum Bsc, BEng or BTech)
• Quality Assurance Specialist	6	• International Organization for Standardization (ISO) /International Electrotechnical Commission (IEC) 9126 in Software Engineering (ISO/IEC 9126)

8. WORKING WITH TRANSNET

Although some elements of support may be performed remotely, the service provider must have a local office in South Africa. A permanent Account Manager or Project Manager must be available to resolve issues, concerns and or disputes.

9. SKILLS TRANSFER

The bidder will be required to provide functional and technical skills and knowledge transfer on a one-on-one basis with our technical resources and must cover, but should not be limited to the core application, operating system, databases, integration software, first line support and monitoring, etc. A comprehensive programme of the skills and knowledge transfer must be demonstrated for continuity and embedding of these skills. The skills transfer will be conducted on all activities throughout the project lifecycle (four years and six months), including the support and maintenance phase. Competency certificates must be issued to the successful participants. Table below lists TNPA resources to be trained:

TNPA Resource	Quantity
First-line functional support	10
First-line technical support	5
System Administration	3

10. INTELLECTUAL PROPERTY

The appointed service provider will develop the Truck Booking Model incorporated into a traffic management system, once the model is approved by TNPA, the appointed service provider will proceed with implementing the Traffic Management System, which will be handed over to TNPA together with the perpetual license. TNPA will have sole ownership of the solution model and the system and be given full access and ownership to the source code and database schema/structure. The source code and database schema will be copied onto a dedicated TNPA server bi-annually or whenever a new build is released. TNPA will have unlimited and non-binding rights to amend and modify the source code as and when required.

11. TIMEFRAME OF THE CONTRACT

The duration of the contract will be four (4) years and six (6) months, which will be executed as per table below:

ACTIVITY	DURATION
Design a Truck Booking Model for all ports that will be incorporated into the traffic management system	Six (6) months
Design, develop and implement a Traffic Management System	One (1) year
Support and maintenance	Three (3) years

ANNEXURE B1:
DESKTOP TECHNICAL EVALUATION CRITERIA

TNPA/2024/06/0018/69830/RFP:
DESIGN, DEVELOPMENT, AND IMPLEMENTATION OF PORTS TRAFFIC MANAGEMENT SYSTEM INCLUDING SUPPORT AND MAINTENANCE FOR A PERIOD OF FOUR (4) YEARS AND SIX (6) MONTHS

DESKTOP TECHNICAL EVALUATION SCORECARD

No	Criteria	Total Weight	Requirements and Proof to be submitted	Rating Scale
1	**Company Experience**	**30**		
1.1	**Client References - Truck Booking Model**	**15**	The bidder must submit at least two (2) client references from current or previous clients where a **completed** traffic flow and/or Truck booking model was designed in the past ten (10) years. The reference letter must be from a minimum of two (2) clients and comply with the following criteria: 1. The reference letters must be on the client letterhead; 2. The reference letters must indicate the period / duration of the contract; 3. The reference letters must indicate project name of the services rendered; 4. The reference letters must indicate the level of client satisfaction. 5. The reference letter must indicate the date of implementation. 6. The reference letters must be signed by a client representative. 7. Reference letters must have the client's contact details as follow: -Telephone number and Company Email address **(NB: in case where both the traffic booking model and the traffic management system were implemented for the same client, one reference letter may be submitted)** **TNPA reserves the right to verify the reference letters submitted.**	0 = No reference letters submitted, or reference letters submitted did not comply with the stipulated criteria. 1 = Submitted one (1) reference letter that met all criteria 2 = Submitted two (2) reference letters that met all criteria 3 = Submitted Three (3) reference letters that met all criteria **(NB: Reference letters from the same client with the same project reference/Contract/Tender number will be counted as one letter)**
1.2	**Client References - Traffic Management System**	**15**	The bidder must submit at least two (2) client references from current or previous clients where a **completed** Traffic Management System was designed, developed and implemented in the past **ten** (10) years. The reference letter must be from a minimum of two (2) and comply with the following criteria: 1. The reference letters must be on the client letterhead; 2. The reference letters must indicate the period / duration of the contract; 3. The reference letters must indicate project name of the services rendered; 4. The reference letters must indicate the level of client satisfaction. 5. The reference letter must indicate the date of implementation. 6. The reference letters must be signed by a client representative. 7. Reference letters must have contact details of the client's contact person as follow: -Telephone number and company Email address **(NB: in case where both the traffic booking model and the traffic management system were implemented for the same client, one reference letter may be submitted)** **TNPA reserves the right to verify the reference letters submitted.**	0 = No reference letters submitted, or reference letters submitted did not comply with the stipulated criteria. 1 = Submitted one (1) reference letter that met all criteria 2 = Submitted two (2) reference letters that met all criteria 3 = Submitted Three (3) reference letters that met all criteria **(NB: Reference letters from the same client with the same project reference/Contract/Tender number will be counted as one letter)**
2	**Functional Capabilities**	**40**	**Requirements and Proof to be submitted**	**Rating Scale**
2.1	**Truck Booking Model Proposal**	**20**	The Bidder must submit a comprehensive Truck Booking Model Proposal that satisfactorily address a minimum of six (6) inputs and outputs plus one (1) additional output. The inputs and outputs are stipulated below and detailed on the scope of work's section 6.1.1 and 6.1.2. **Inputs**: 1. Traffic 2. Terminal and Port Operation 3. Infrastructure 4. Booking Models **Outputs:** 5. Truck booking model best fit 6. Traffic Booking Model incorporated into traffic management system **Additional output** 7. Slot allocation method 8. Number of slots with corresponding times	0 = Submitted a Proposal that did not satisfactorily address the stipulated inputs and output or addressed less than six (6) inputs and outputs combined. Failed to submit a Truck Booking Model Proposal 1= Submitted a Truck Booking Model Proposal that satisfactorily addressed all six (6) stipulated inputs and outputs combined, excluding all the additional outputs. 2 =Submitted a Truck Booking Model Proposal that satisfactorily addressed all six (6) inputs and outputs plus one (1) additional output. 3 =Submitted a Truck Booking Model Proposal that satisfactorily addressed all six (6) inputs and outputs plus two (2) additional outputs.
2.2	**Traffic Management System Proposal**	**20**	The Bidder must submit a comprehensive Traffic Management System Proposal that addresses a minimum of twelve(12) functional requirements plus any two (2) additional functional requirements. The functional requirements are stipulated below and detailed on the scope of requirements section 6.2.1 : 1.Truck Booking Models 2.Permit Management (truck, driver & visitors (passengers, pedestrians & people with disabilities) 3.Traffic Monitoring 4.Truck Slot Management 5.Truck Booking Management 6.Gate Operations 7.Deviation - Road closures/ Breakdown/operational delays & Incidents, 8.KPIs 9.Workflow Approvals 10.Customer or User Management 11.Integration 12.Reports **Additional functional requirements:** 13.Abnormal load vehicles alerts 14.Automated incident alerts to response 15.Blacklisting rules	0 = Proposal Solution not submitted or does not address the criteria or addresses less than twelve (12) functional requirements. 1= Submitted a Traffic Management System Proposal that addressed all twelve (12) functional requirements, excluding all additional functional requirements. 2 =Submitted a Traffic Management System Proposal that addressed all twelve (12) functional requirements plus any two (2) additional functional requirements. 3 = Submitted a Traffic Management System Proposal that addressed all twelve (12) functional requirements plus all three (3) additional functional requirements.
3	**Technical Capabilities**	**15**	**Requirements and Proof to be submitted**	**Rating Scale**
3,1	**Technical Requirements Proposal**	**15**	The bidder must submit a proposal reflecting the solution's technical requirements capabilities with all eight (8) technical requirements plus any one (1) additional technical requirements as a minimum . The Technical requirements are stipulated below and detailed on the scope of work's sections 6.2.2: 1.Integration Capability 2.Modularity 3.Information, System & Cyber security 4.Communication channels 5.Audit Trails & Monitoring 6.Data Management 7.Scalability 8.Support & Maintenance **Additionals technical requirements:** 9.User Interface Friendly 10.Hosting	0 = Failed to submit a solution's technical proposal or did not address the criteria or addressed **seven (7)** or less of the criteria. 1= Submitted a solution's technical proposal that addressed all eight (8) technical requirements, excluding all additional technical requirements.. 2 = Submitted a solution's technical proposal that addressed all eight (8) technical requirements and any one (1) additional technical requirements. 3 = Submitted a solution's technical proposal that addressed all ten eight (8) technical requirements and all two (2) additionals.
4	**Resources**	**15**	**Requirements and Proof to be submitted**	**Rating Scale**
4,1	**Proposed Resources**	**15**	The bidder must submit a project team that includes the listed project team, detailing their relevant work experience .The bidder to submit CVs of atleast 6 core project team members that illustrate the minimum of 8 years work experience plus one (1) additional resource with a minimum of six (6) or more years of work experience. The required project team must consist of the below resources : 1. Account/Project Manager - eight (8) years 2.Solutions Architect- eight (8) years 3. Traffic Planner Functional Specialist - eight (8) years 4. Continuous Improvement Specialist - eight (8) years 5. Business Analyst - eight (8) years 6. Logistics Consultant - eight (8) years **Additional Resources** 7. Marine Engineer - Six (6) years 8.Quality Assurance specialists - Six (6) years	0 = Failed to submit CVs of the resources . The CVs submitted indicated that five (5) or less resources have less than eight(8) years of work experience, additional resources resources has less than six (6) years of work experience. 1= The CVs submitted indicate that all six (6) resources have eight (8) or more years of work experience, excluding additional resources. 2 = The CVs submitted indicate that all six (6) resources have eight (8) or more years of work experience,plus one (1) additional resource with six (6) or more years of work experience. 3 = The CVs submitted indicate that all six (6) resources have eight (8) or more years of work experience,,plus two (2) additionals resources have six (6) or more years of work experience.
Total Weight		**100**		
Minimum threshold		**66.67%**		

The Technical evaluation will be conducted out of 100. Bidders will be required to achieve a minimum threshold of 66,67 points to proceed to the next stage of Demonstration Technical evaluation

ANNEXURE B2:
DEMONSTRATION TECHNICAL EVALUATION CRITERIA

DEMONSTRATION TECHNICAL EVALUATION SCORECARD

TNPA/2024/06/0018/69830/RFP: DESIGN, DEVELOPMENT, AND IMPLEMENTATION OF PORTS TRAFFIC MANAGEMENT SYSTEM INCLUDING SUPPORT AND MAINTENANCE FOR A PERIOD OF FOUR (4) YEARS AND SIX (6) MONTHS"

Bidders that met the minimum threshold of Desktop technical evaluation will be required to demonstrate a Traffic Management/traffic flow System prototype to Transnet National Ports Authority (TNPA). The demonstration should provide a walkthrough of the traffic management/traffic flow system previously designed, developed and implemented that meets **all** the functional and technical requirements outlined in the table below to proceed to step four (4) of bid evaluation (Price and Specific Goals Evaluation):

Demonstration Criteria	Yes	No
Functional Requirements:		
1. Bidder demonstrated how the truck booking model was/would be incorporated into the traffic Management System. (Where the systems were not yet incorporated, the bidder demonstrated a workflow of the process.)		
2. The bidder demonstrated that the system can process trucks and drivers permits with the following functions. • Permit application. • Permit status. • Permit verification. • Permit renewal alert. • Electronic permits issuing (QR Code etc).		
3. The bidder demonstrated a system that has the following Truck Booking Management functionalities: • Booking amendment • Booking cancellation • Booking confirmation • Booking reminders • Booking waitlist • Booking enquiry		
4. The bidder demonstrated that the system can perform the following Gate Operations functionalities: • Appointment verification • Truck & driver permit verification. • Vehicle verification • Driver verification • Visitor verification		
5. The bidder demonstrated that the system can generate any 3 of the following reports: • Truck routes • Permit Management • Traffic Monitoring • Slot Booking Management • Deviation Management • Gate Operations • Customer or User Management • Filters: Port, gate, commodity, cargo, route, terminal operator, precinct, and time period.		

Technical Requirements		
1. Bidder demonstrated that the system can integrate with the following integration protocols: • Application Programming Interfaces (API's) • Electronic Data Interchange (EDI) • flat files		
2. Bidder demonstrated that the system has modular architecture and modules can be customizable.		
3. Bidder demonstrated that the system is compliant to the following Information, System and Cyber security requirements: • Compliant to the POPIA Act. • Proof of ISO 27001 Application Security compliance requirements. • Data encryption specification • Multifunction Authentication • Error handling		
4. Bidder demonstrated that the system has any 3 of the Communication Channels: • Application • Chatbot • WhatsApp • Emails • SMS		
5. Bidder demonstrated that the system has audit trails/logs and monitoring capabilities		
OVERALL DEMONSTRATION TECHNICAL RESPONSIVENESS (YES/NO)		

Respondent's are required to pass <u>all</u> technical and functional requirements of the Demonstration Evaluation to proceed to the next evaluation stage (Price and Specific Goals Evaluation).

ANNEXURE C:
TRANSNET'S GENERAL BID CONDITIONS

GENERAL BID CONDITIONS

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1 DEFINITIONS

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

1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;

1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;

1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;

1.4 **Goods** shall mean the goods required by Transnet as specified in its Bid Document;

1.5 **Parties** shall mean Transnet and the Respondents to a Bid Document;

1.6 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;

1.7 **RFP** shall mean Request for Proposal;

1.8 **RFQ** shall mean Request for Quotation;

1.9 **RFX** shall mean RFP or RFQ, as the case may be;

1.10 **Services** shall mean the services required by Transnet as specified in its Bid Document;

1.11 **Service Provider or Supplier** shall mean the successful Respondent;

1.12 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;

1.13 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and

1.14 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

2 GENERAL

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

3 SUBMITTING OF BID DOCUMENTS

3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.

3.2 The Bid Documents must be completed in their entirety and Respondents are required to complete 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 RFX.

5 BID FEES

A bid fee is not applicable. The Bid Documents may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za 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 RFX Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

8 CLARIFICATION BEFORE THE CLOSING DATE

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

9 COMMUNICATION AFTER THE CLOSING DATE

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

10 UNAUTHORISED COMMUNICATION ABOUT BIDS

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

11 RETURNABLE DOCUMENTS

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

12 DEFAULTS BY RESPONDENTS

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

12.1 enter into a formal contract when called upon to do so within such period as Transnet may specify; or

12.2 accept an order in terms of the Bid;

12.3 furnish satisfactory security when called upon to do so for the fulfilment of the contract; or

12.4 comply with any condition imposed by Transnet,

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

13 CURRENCY

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

14 PRICES SUBJECT TO CONFIRMATION

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

15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

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

16 EXCHANGE AND REMITTANCE

16.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Supplier/Service Provider, effect payment overseas directly to the foreign principal or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.

16.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.

16.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the Exchange and Remittance section of the Bid Documents and also furnish full details of the principals or manufacturer to whom payment is to be made.

16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.

16.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which the Goods/Services were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties.

16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

17 ACCEPTANCE OF BID

17.1 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.

17.2 Where the Respondent has been informed by Transnet of the acceptance of its Bid, an email communication that has been successfully sent to the Respondent shall be regarded as proof of delivery to the Respondent 1 day after the date of submission.

18 NOTICE TO UNSUCCESSFUL RESPONDENTS

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

19 TERMS AND CONDITIONS OF CONTRACT

19.1 The Supplier/Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.

19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on a company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments /alternative(s) are acceptable or otherwise, as the case may be. Respondents will be afforded an opportunity to withdraw an unacceptable deviation, failing which the respondent will be disqualified.

20 CONTRACT DOCUMENTS

20.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.

20.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of acceptance, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.

20.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance, shall constitute a binding contract until the final contract is signed.

21 LAW GOVERNING CONTRACT

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

22 IDENTIFICATION

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

23 RESPONDENT'S SAMPLES

23.1 If samples are required from Respondents, such samples shall be suitably marked with the Respondent's name and address, the Bid number and the Bid item number and must be despatched in time to reach the addressee as stipulated in the Bid Documents on or before the closing date of the Bid. Failure to submit samples by the due date may result in the rejection of a Bid.

23.2 Transnet reserves the right to retain samples furnished by Respondents in compliance with Bid conditions.

23.3 Payment will not be made for a successful Respondent's samples that may be retained by Transnet for the purpose of checking the quality and workmanship of Goods/Services delivered in execution of a contract.

23.4 If Transnet does not wish to retain unsuccessful Respondents' samples and the Respondents require their return, such samples may be collected by the Respondents at their own risk and cost.

24 SECURITIES

24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of a Deed of Suretyship [Deed of Suretyship] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.

24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.

24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.

24.4 For the purpose of clause 24.124.1 above, Transnet will supply a Deed of Suretyship form to the successful Respondent for completion and no guarantee in any other form will be accepted. A copy of such form will be supplied to Respondents on request. For this purpose a Deed of Suretyship form will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 [thirty] calendar days from the date of the letter of acceptance. No payment will be made until the form, duly completed, is delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Supplier/Service Provider to cancel the contract with immediate effect.

24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Supplier/Service Provider in relation to the conditions of this clause 244 will be for the account of the Supplier/Service Provider.

25 PRICE AND DELIVERY BASIS FOR GOODS

25.1 Unless otherwise specified in the Bid Documents, the prices quoted for Goods must be on a Delivered Duty Paid [latest ICC Incoterms] price basis in accordance with the terms and at the delivery point or

points specified in Transnet's Bid Documents. Bids for supply on any other basis of delivery are liable to disqualification. The lead time for delivery stated by the Respondent must be inclusive of all non-working days or holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Respondent.

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

a) Local Supplies - Prices for Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held in South Africa, to be quoted on a Delivered RSA named destination basis.

b) Imported Supplies - Prices for Goods to be imported from all sources to be quoted on a Delivered Duty Paid [latest ICC Incoterms] basis, to end destination in South Africa, unless otherwise specified in the Bid Price Schedule.

26 EXPORT LICENCE

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

27 QUALITY OF MATERIAL

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

28 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 Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and

b) the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

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 aforegoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.

c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.

d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 29.1 (a) above. Failure to comply with clause 29.1 (a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Supplier/Service Provider**] 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/Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects as referred to in the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional period will be recalculated from the date of receipt of the correct documentation.

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

c) Emergency Demands as and when required

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

The *Total or Partial Failure to Perform the Scope of Supply* section in the Terms and Conditions of Contract will not be applicable in these circumstances.

31 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS

31.1 Copyright

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

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/Services strictly in accordance with the drawings and/or specifications supplied by Transnet, notwithstanding that it may be aware that alterations or amendments to such drawings or specifications are contemplated by Transnet.

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

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/Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:

a) funds are to be transferred to the credit of the foreign Supplier/Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or

b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

32.6 The attention of the Respondent is directed to clause 24 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

33 DATABASE OF RESTRICTED SUPPLIERS

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

34 CONFLICT WITH ISSUED RFX DOCUMENT

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

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ANNEXURE D:
MASTER AGREEMENT
SCHEDULE OF REQUIREMENTS AND
SERVICE LEVEL AGREEMENT

MASTER AGREEMENT

entered into by and between

TRANSNET SOC LTD

and

……

FOR THE DESIGN, DEVELOPMENT, AND IMPLEMENTATION OF PORTS TRAFFIC MANAGEMENT SYSTEM INCLUDING SUPPORT AND MAINTENANCE FOR A PERIOD OF FOUR (4) YEARS AND SIX (6) MONTHS

Agreement Number	**……**
Commencement Date	**……**
Expiry Date	**……**

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SCHEDULE 1 – SCHEDULE OF REQUIREMENTS

1 INTRODUCTION

This Agreement is entered into by and between:

Transnet SOC Ltd [Registration Number 1990/000900/30] whose registered address is eMendi Building, N2 Neptune Road, Off Klub Road, Port of Ngqura, Port Elizabeth, 6100, 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 provision of 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; 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 Southern 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 08:00 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 **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;

2.15 **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;

2.16 **Parties** mean the Parties to this Agreement together with their subsidiaries, divisions, business units, successors-in-title and assigns;

2.17 **Party** means either one of these Parties;

2.18 **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;

2.19 **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;

2.20 **Price(s)** means the agreed Price(s) for the Services to be purchased from the Service Provider by Transnet, as detailed in the Schedule of Requirements, issued in accordance with this Agreement, as amended by mutual agreement between the Parties and in accordance with the terms and conditions in this Agreement from time to time;

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 the design, development, and implementation of ports traffic management system including support and maintenance for a period of four (4) years and six (6) 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 Service Provider 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.

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 in accordance with procedures set out in clause 36 *[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 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 four [4] years and six [6] 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 233 *[Breach and Termination]*, either Party may cancel this Agreement without cause by giving 30 [thirty] calendar days prior written notice thereof to the other Party, provided that in such instance, this Agreement will nevertheless be applicable in respect of all Purchase Orders which have been placed prior to the date of such cancellation.

7 RISK MANAGEMENT

7.1 Where Transnet determines appropriate, within 2 (Two) 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 THESERVICE 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 provision of services.;

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 Services and ancillary Services (if applicable) and perform all its duties with honesty and integrity;

b) communicate openly and honestly with Transnet regarding the 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 provision of 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.

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.

11 SUBCONTRACTING

11.1 The Service Provider may only enter into a subcontracting arrangement or replace a subcontractor with the approval of Transnet.

11.2 If the Service Provider subcontracts a portion of the contract to another person without declaring it to Transnet reserves the right to penalise the Service Provider up to 10% of the value of the contract.

11.3 Where the Service Provider seeks to replace a subcontractor Transnet shall be entitled to obtain representations or input from the initial subcontractor who was part of the tender process whose credentials were used in the Service Provider’s tender submission. Transnet shall consider input from all parties concerned, in order to take a decision on the proposed replacement of the subcontractor. The subcontracting arrangement or contract remains between the Service Provider (main contractor) and the subcontractor.

11.4 Should Transnet approve the Service Provider’s subcontracting arrangement, the Service Provider and not the Sub-contractor will at all times be held liable for performance in terms of its contractual obligations.

11.5 The Service Provider may not subcontract in such a manner that the overall value of the contract is reduced to below the stipulated minimum threshold.

11.6 The Service Provider may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the Service Provider, unless the contract is subcontracted to an Exempted Micro Enterprise (EME) that has the capability and ability to execute the Subcontract.

12 PAYMENT TO SUB-CONTRACTORS

12.1 Transnet reserves the right, in its sole discretion, to make payment directly to the sub-contractor of the Service Provider, subject to the following conditions:

a) Receipt of an undisputed invoice from the sub-contractor; and

b) Receipt of written confirmation from the Service Provider that the amounts claimed by the sub-contractor are correct and that the services for which the sub-contractor has requested payment were rendered to the satisfaction of the Service Provider, against the required standards.

12.2 Nothing contained in this clause must be interpreted as bestowing on any sub-contractor a right or legitimate expectation to be paid directly by Transnet. Furthermore, this clause does not bestow any right or legitimate expectation on the Service provider to demand that Transnet pay its sub-contractor directly. The decision to pay any sub-contractor directly, remains that of Transnet alone.

12.3 The Service Provider remains liable for its contractual obligations under the Agreement, including all services rendered by the sub-contractor.

12.4 This clause does not establish any contractual relationship between Transnet and any sub-contractor of the Service Provider, whatsoever.

13 B-BBEE AND SOCIO-ECONOMIC OBLIGATIONS

13.1 B-BBEE Scorecard

a) Transnet fully endorses and supports the Broad-Based Black Economic Empowerment Programme and is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.

b) In response to this requirement, the Service Provider shall submit to Transnet's Contract Manager or such other designated person details of its B-BBEE status in terms of the latest Codes of Good Practice issued in terms of the B-BBEE Act and proof thereof at the beginning of March each year during the currency of this Agreement.

c) The Service Provider undertakes to notify and provide full details to Transnet in the event there is:

(i) a change in the Service Provider's B-BBEE status which is less than what it was at the time of its appointment including the impact thereof; and

(ii) a corporate or internal restructure or change in control of the Service Provider which has or likely to impact negatively on the Service Provider's B-BBEE status.

d) Notwithstanding any other reporting requirement in terms hereof, the Supplier Service Provider undertakes to provide any B-BBEE data (underlying data relating to the Service Provider which has been relied upon or utilised by a verification agency or auditor for the purposes of issuing a verification certificate in respect of the Service Provider B-BBEE status) which Transnet may request on written notice within 30 (thirty) calendar days of such request. A failure to provide such data shall constitute a Service Provider Default and may be dealt with in accordance with the provisions of clause 233.

e) In the event there is a change in the Service Provider's B-BBEE status, then the provisions of clause 239 shall apply.

14 PENALTIES

14.1 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 5% of the amount payable on the total amount of the line item/s on the pricing schedule.

14.2 **Non-compliance penalties for subcontracting**

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

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

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

Non-compliance Penalty Certificate:

d) 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.

e) 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:

f) 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.

g) 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.

h) 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.

i) 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.

15 FEES AND EXPENSES RELATING TO SERVICES

15.1 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 based on the service rendered.

15.2 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].

15.3 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.

15.4 All Tax Invoices relating to Fees and applicable travel and accommodation costs, shall 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.

16 INVOICES AND PAYMENT

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

16.2 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 16.5 below.

16.3 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.

16.4 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.

16.5 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.

16.6 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.

16.7 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 aforegoing, 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.

17 PRICE ADJUSTMENTS

17.1 Prices for Services provided in terms of this Agreement shall be subject to review as indicated in the Schedule of Requirements annexed hereto.

17.2 No less than 2 [two] months prior to any proposed Price adjustment, the Parties shall commence negotiations for Prices for the next period or as otherwise indicated in Schedule 1 hereto. The Parties shall have regard for market-related pricing of equivalent goods, continuous improvement initiatives, costs [including labour, raw materials and transport/delivery], order size and frequency and changes to the specification of the Services.

17.3 Pursuant to clause 17.2 above, the Service Provider shall keep full and accurate records of all costs associated with the supply of the Services to Transnet, in a form to be approved in writing by Transnet. The Service Provider shall produce such records to Transnet for inspection at all reasonable times on request and such records may, at Transnet's option, be audited by Transnet or its designated representatives.

17.4 Should Transnet and the Service Provider fail to reach an agreement on Price for the successive period, either Party shall be entitled to submit this matter to dispute resolution in accordance with clause 33 of the Master Agreement [Dispute Resolution].

17.5 If during the period of this Agreement Transnet can purchase similar Services of a like quality from another supplier at a total delivered cost to a Transnet facility that is lower than the total delivered cost of the Services purchased hereunder from the Service Provider, Transnet may notify the Service Provider of such total delivered cost and the Service Provider shall have an opportunity to adjust the Price of the Services purchased hereunder, on such a basis as to result in the same total delivered cost to Transnet, within 30 [thirty] calendar days of such notice. If the Service Provider fails to do so or cannot legally do so, Transnet may (i) purchase the Services from such other supplier in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of Transnet and the Service Provider hereunder shall be reduced accordingly; (ii) terminate this Agreement without any penalty, liability or further obligation; or (iii) continue purchases under this Agreement.

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

Transnet that it is in compliance with this clause and shall provide all information that Transnet reasonably requests in order to verify such compliance.

18 WARRANTIES APPLICABLE TO SERVICES

18.1 The Service Provider warrants to Transnet that:

a) it has full capacity and authority to enter into and to perform this Agreement and that this Agreement is executed by a duly authorised representatives of the Service Provider;

b) it will discharge its obligations under this Agreement and any annexure, appendix or schedule hereto with all due skill, care and diligence;

c) it will be solely responsible for the payment of remuneration and associated benefits, if any, of its Personnel and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;

d) it will procure licences for Transnet in respect of all Third-Party Material detailed in the Work Order(s), and will procure the right for Transnet to take such copies [in whole or in part] of such Third Party Materials as it may reasonably require for the purposes of back-up for archiving and disaster recovery; and

e) the use or possession by Transnet of any Materials will not subject Transnet to any claim for infringement of any Intellectual Property Rights of any third party.

18.2 The Service Provider warrants that it will perform its obligations under this Agreement in accordance with the Service Levels as defined in the relevant schedule. Transnet may at its discretion audit compliance with the Service Levels, provided that any such audit is carried out with reasonable prior notice and in a reasonable way so as not to have an adverse effect on the performance of the Services. Without prejudice to clause 18.3 below, in the event that the Service Provider fails to meet the Service Levels, Transnet may claim appropriate service credits or invoke a retention of Fees as detailed in the relevant schedule.

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

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

18.5 The Service Provider will not be liable to remedy any problem arising from or caused by any modification made by Transnet to the Deliverables, or any part thereof, without the prior approval of the Service Provider.

18.6 The Service Provider shall advise Transnet of the effects of any steps proposed by Transnet pursuant to clause 18.5 above, including but not limited to any cost implications or any disruption or delay in the performance of the Services. The Parties agree that any changes to the Services, including the charges for the Services or any timetables for delivery of the Services, will be agreed

in accordance with the change control procedure, as set out in clause 36 *[Amendment and Change Control].*

18.7 The Service Provider warrants that:

a) it has, using the most up-to-date software available, tested for [and deleted] all commonly known viruses in the Materials and for all viruses known by the Service Provider at the date of the relevant Work Order; and

b) at the time of delivery to Transnet, the Materials do not contain any trojan horse, worm, logic bomb, time bomb, back door, trap door, keys or other harmful components.

The Service Provider agrees that, in the event that a virus is found, it will at its own expense use its best endeavours to assist Transnet in reducing the effect of the virus and, particularly in the event that a virus causes loss of operational efficiency or loss of data, to assist Transnet to the same extent to mitigate such losses and to restore Transnet to its original operating efficiency.

18.8 The Service Provider undertakes to comply with South Africa's general privacy protection in terms of Section 14 of the Bill of Rights in connection with this Agreement and shall procure that its Personnel shall observe the provisions of Section 14 [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

18.9 The Service Provider warrants that it has taken all reasonable precautions to ensure that, in the event of a disaster, the impact of such disaster on the ability of the Service Provider to comply with its obligations under this Agreement will be reduced to the greatest extent possible, and that the Service Provider shall ensure that it has appropriate, tested and documented recovery arrangements in place.

19 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 **Error! Reference source not found.** above.

20 TOTAL OR PARTIAL FAILURE TO PERFORM

20.1 In the case of the system to be specially designed, developed and implemented for it, if Transnet at any time ascertains that:

a) no designing, developing and implementation of the systems specified in a Purchase Order/Work Order has commenced and there is little or no prospect, in Transnet's opinion, that services will commence within a reasonable time; or

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

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

20.2 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.

20.3 Whenever, in any case not covered by clause 20.1 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/Work Order, or if any Services are rejected on any of the grounds mentioned in clause 21 below [Non-Conformance of Service Procured], Transnet may cancel this Agreement or Purchase Order/Work 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 provision of the remaining portion shall remain subject in all respects to these conditions.

21 NON-CONFORMANCE OF SERVICES PROCURED

21.1 In the case of services provided 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.

21.2 Failure by the Service Provider to fully comply with NCR within the period stated in sub-clause 20.1 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.

22 RIGHTS ON CANCELLATION

22.1 If this Agreement or Purchase Order is cancelled in whole or in part in terms of clause 200 *[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 Supplier 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.

22.2 Any amount which may be recoverable from the Service Provider in terms of clause 22.1 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.

23 BREACH AND TERMINATION

23.1 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.

23.2 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.

23.3 To the extent that any of the Deliverables and property referred to in clause 23.2 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.

23.4 In the event that this Agreement is terminated by the Service Provider under clause **Error! Reference source not found.** [Term and Cancellation], or in the event that a Work Order is terminated by Transnet under clause **Error! Reference source not found.**3 [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 such work for which the Service Provider has paid or is legally obliged to pay, in which case, on delivery of such goods or materials, the Service Provider will promptly deliver such goods and materials to Transnet or as it may direct.

23.5 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.

23.6 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.

23.7 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.

23.8 Notwithstanding this clause 233, Transnet may cancel this Agreement without cause by giving 30 [thirty] calendar days prior written notice thereof to the Service Provider, or

23.9 The provisions of clauses 2 *[Definitions]*, 18 *[Warranties]*, 222 *[Rights on Cancellation]*, 27 *[Confidentiality]*, 29 *[Limitation of Liability]*, 30 *[Intellectual Property Rights]*, 323 *[Dispute Resolution]* and 36.1 *[Governing Law]* shall survive termination or expiry of this Agreement.

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

24.1 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 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.

24.2 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.

25 FORCE MAJEURE

25.1 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 aforegoing, 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.

25.2 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.

26 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.

26.1 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.

26.2 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.

26.3 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.

26.4 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.

26.5 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.

26.6 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.

27 CONFIDENTIALITY

27.1 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.

27.2 The duties and obligations with regard to Confidential Information in this clause 27 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.

27.3 This clause 27 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.

28 LIMITATION OF LIABILITY

28.1 The Service Provider's liability under this clause 28 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.

28.2 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.

28.3 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 28.3 shall be limited to direct damages.

28.4 Subject always to clauses 28.1 and 28.2 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.

28.5 Subject to clauses 28.1 to 28.4 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.

28.6 If for any reason the exclusion of liability in clause 28.5 above is void or unenforceable, either Party's total liability for all loss or damage under this Agreement shall be as provided in clause 28.3 above.

28.7 Nothing in this clause 28 shall be taken as limiting the liability of the Parties in respect of clauses 27 *[Confidentiality]* and 29 *[Intellectual Property Rights]*.

29 INTELLECTUAL PROPERTY RIGHTS

29.1 **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.

29.2 **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.

29.3 **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.

29.4 **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.

29.5 **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.

30 NON-WAIVER

30.1 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.

30.2 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.

31 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.

32 DISPUTE RESOLUTION

32.1 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.

32.2 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 Gqeberha (Port Elizabeth)

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

32.4 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 32.

32.5 This clause 322 is severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.

32.6 This clause 322 shall not preclude either Party from seeking urgent relief in a court of appropriate jurisdiction, where grounds for urgency exist.

33 ADDRESSES FOR NOTICES

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

a) **Transnet**

(i) For legal notices: eMendi Building

N2 Neptune Road, Off Klub Road

Port of Ngqura

Port Elizabeth

6100

		Fax No. N/A Attention: TNPA Legal Department
	(ii) For commercial notices:	eMendi Building N2 Neptune Road, Off Klub Road Port of Ngqura Port Elizabeth 6100 Fax No. N/A Attention: TNPA Supply Chain Management Department
b)	**The Service Provider**	
	(i) For legal notices:	…… …… …… Fax No. …… Attention: ……
	(ii) For commercial notices:	…… …… …… Fax No. …… Attention: ……

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

33.3 Any notice shall be deemed to have been given:

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

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

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

34 WHOLE AND ONLY AGREEMENT

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

34.2 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.

35 AMENDMENT AND CHANGE CONTROL

35.1 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.

35.2 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 323 *[Dispute Resolution*].

36 GENERAL

36.1 **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.

36.2 **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 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 323 [*Dispute Resolution*] above.

36.3 **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.

37 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.

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

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

SCHEDULE 1 – SCHEDULE OF REQUIREMENTS

DESCRIPTION	**STANDARD TERMS AND CONDITIONS FOR THE DESIGN, DEVELOPMENT, AND IMPLEMENTATION OF PORTS TRAFFIC MANAGEMENT SYSTEM INCLUDING SUPPORT AND MAINTENANCE FOR A PERIOD OF FOUR (4) YEARS AND SIX (6) MONTHS**
SERVICE PROVIDER	**……**
CONTRACT NUMBER	**TNPA/2024/06/0018/69830/RFP**
DURATION	**FOUR (4) YEARS AND SIX (6) MONTHS**
COMMENCEMENT DATE	**……**
EXPIRY DATE	**……**

With reference to the Master Agreement, Reference Number TNPA/2024/06/0018/69830/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 design, development, and implementation of ports traffic management system including support and maintenance for a period of four (4) years and six (6) months.

2. Scope of Services

2.1 Deliverables

The service provider shall render services for the design, development, and implementation of ports traffic management system including support and maintenance for a period of four (4) years and six (6) months.

2.1.1 Indicate the expected outputs from the service provider, TNPA requires the following outputs from the appointed service provider:

a) Design a Truck Booking Model for all ports (Durban, Cape Town, Richards Bay, Ngqura, Saldanha Bay, Port Elizabeth, East London and Mossel Bay) that will be incorporated into the traffic management system.
b) Design, develop and implement a Traffic Management System.
c) Support and maintenance of the Traffic Management System.
d) Provide skills transfer to TNPA personnel.

2.1.2 The traffic management system must fulfil the following goals and objectives:

a) Interlinked waterside and landside traffic movements and operational activities at Berths, TNPA and Terminal Operators' Gates, and Yards.
b) Standardized traffic and deviation management processes.
c) Improve the monitoring and management of traffic flows.
d) Appointment system which will provide insights of trucks and vessels pre-arrival information to external and internal stakeholders according to TNPA business rules.

e) Facilitate an incentive model to incentivize cargo agents / truck drivers / owners to call during "off-peak" periods.
f) Share traffic information, booking information, traffic flows and trends, pre-arrivals, and related information to port stakeholders e.g., terminal operators, depot operators etc.
g) Provide TNPA with the ability to accurately measure time spent in operational areas i.e. staging area, stockpile area etc.
h) Provide TNPA with the ability to manage the number of truck visits per port.
i) Empower TNPA with information and data analytics to enact mitigation measures when the port limits land agreement / permit between Terminal Operators, Cargo agents / Truck owners / Drivers are violated.
j) Easier detection of fraudulent permits.
k) Comprehensive modules and system to cater for the following:
    - Truck booking system.
    - Digitalized port permits system (Port Carrier, visitors and driver permits).
    - Vehicle tracking system.
    - Automated gates.
    - Facial recognition system.
    - Lane control system.
    - Traffic Digital Signages.
    - Integration with relevant authorities' traffic management systems.
    - Integration with online payment gateways or Order to Cash system.
    - Integration with the Integrated Port Management System (IPMS) and ARCGIS for vessel tracking and movements.
l) The full scope of work is attached hereto as **Annexure A**.

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

Transnet Contract Manager	
Designation	Senior Project Manager
Operating Division	Transnet National Ports Authority
Address	eMendi Building, N2 Neptune Road, Off Klub Road, Port of Ngqura, Port Elizabeth, 6100,
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. CONTRACT VALUE AMOUNT

In consideration of the performance of the Services by the Service Provider pursuant to this Work Order, Transnet will pay to it an amount not exceeding …….. (including VAT) over the period of four (4) years and six (6) months.

Payments will be made upon completion of a milestone/phase.

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

SIGNED for and on behalf of	**SIGNED** for and on behalf of
Xxxxxxx	**Transnet SOC Ltd**
Signature.....	Signature.....
Name.....	Name.....
Position.....	Position.....
Date.....	Date.....

APPENDIX 1

Address for Notices

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

i. by email transmission – when the sender receives confirmation of receipt;

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

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

The Service Provider	**Transnet**
Addressee:	Addressee:
Xxxxxxx	Transnet SOC Ltd
Attention: Xxxxxxx	Attention: TNPA Legal Counsel
Physical Address:	Physical Address:
Postal Address:	eMendi Building N2 Neptune Road, Off Klub Road Port of Ngqura Port Elizabeth 6100
	Postal Address:
	eMendi Building N2 Neptune Road, Off Klub Road Port of Ngqura Port Elizabeth 6100
email:	email:

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

APPENDIX 2

Non- Disclosure Agreement

Date: …… 20--

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 _____20--

(Signature) ……

in the presence of:-

Witness name: …….

Witness Signature: …….

Witness address: …….

…….

SERVICE LEVEL AGREEMENT

in respect of the provision of

FOR THE DESIGN, DEVELOPMENT, AND IMPLEMENTATION OF PORTS TRAFFIC MANAGEMENT SYSTEM INCLUDING SUPPORT AND MAINTENANCE FOR A PERIOD OF FOUR (4) YEARS AND SIX (6) MONTHS

Entered into by and between

TRANSNET LIMITED

Registration Number 1990/000900/30

A public company with limited liability and duly incorporated

in compliance with the company laws of the Republic of South Africa

Trading as

Transnet National Ports Authority

Port of Ngqura

(Hereinafter referred to as the "Client")

And

(Hereinafter referred to as the "Contractor")

SERVICE LEVEL AGREEMENT (SLA)

FOR THE DESIGN, DEVELOPMENT, AND IMPLEMENTATION OF PORTS TRAFFIC MANAGEMENT SYSTEM INCLUDING SUPPORT AND MAINTENANCE FOR A PERIOD OF FOUR (4) YEARS AND SIX (6) MONTHS

Transnet National Ports Authority (hereinafter referred to as "TNPA")

By **XXXXXXX**

Tender Reference: TNPA/2024/06/0018/69830/RFP

Parties to the SLA	The Service Level Agreement will be executed by and between Transnet National Ports Authority Head Office and **XXXXXXX** (the Contractor)

Purpose	The purpose of the Service Level Agreement is to define the requirements for the for the design, development, and implementation of ports traffic management system including support and maintenance for a period of four (4) years and six (6) months at all Transnet National Ports Authority Ports required by TNPA (applicable to both parties) and to quantify these requirements where possible as per the Master Agreement. This Service Level Agreement also defines the special conditions that will apply for the duration of the Agreement, if any.

Responsibilities	TNPA must ensure that the implementation of; adherence to and dissemination of the provisions of this Agreement are clearly articulated to the Contractor. This is observed through the following: Signed Master Agreement between TNPA and **XXXXXXX** Signed SLA between TNPA and **XXXXXXXX** The Service Provider must ensure a clear understanding of its obligation in terms of the SLA and that the necessary care and diligences are continuously exercised in fulfilling its duties in terms of the Master Agreement and the SLA.

Communication Forums	Authorized officers and members of the Service Provider and TNPA must attend scheduled and emergency communication forums.
	
	The following are key contact persons at TNPA Head Office and Regional Ports:
	• Phumla Msibi – Senior Manager: ICT PMO, 066 424 1315.
	• Andrew Moloisane – Senior Project Manager – ICT PMO, tel. 011 583 0547 083 385 1066.
	
	The following are key contact persons at **XXXXXXXXXXXX**
	
	The following minimum communication forums apply:
	• Monthly Steering Committee meetings will be held at TNPA Head Office at the Port of Ngqura as per the schedule to be agreed by both parties.
	• Weekly project meetings will be held at TNPA Head Office at the Port of Ngqura on the day to be agreed by both parties.
	• Ad hoc and or Emergency Meetings as and when required.
	• Weekly progress status reports to be submitted to TNPA PMO every Friday.
	
	The following items will form part of every Agenda for the weekly and monthly meetings:
	• Opening, Welcome, Safety Briefing, Attendance Register.
	• Approval of previous minutes.
	• Matters arising from previous minutes.
	• Progress report:
	  ○ Summary of progress.
	  ○ Review and update of the project implementation plan.
	  ○ Key Risks & Issues.
	  ○ Project Governance Report.
	  ○ Project Budget.
	• Key decisions required.
	• Activities planned for the next reporting period.
	• Next Steps.
	• General; and
	• Closure.

Means of communication	Official communication between TNPA and the Service Provider shall be done by e-mail.

Supply and Installation Plan	The service provider shall prepare the Solution Model and Implementation plan within fourteen (14) days of commencement of the contract satisfying the requirements detailed in the Functional Scope. The Solution Model and Implementation plan shall include: 1. A delivery schedule containing delivery date for each deliverable. 2. Truck Booking Model incorporated into Traffic Management System 3. Traffic Management System 4. Detailed Specification for the software 5. Source code of the Solution. 6. Perpetual License TNPA shall have five (5) days to review and approve/reject the Solution Model and Implementation plan. In a case the implementation plan is rejected, the service provider will have three (3) working days to provide TNPA with a new/revised Model and Implementation plan. The service provider will use all reasonable efforts to deliver on schedule. The service provider can request an extension on deliverable timelines by given written notice for an extension of no more than a week/ a quarter of the original time frame.

Handover	Immediately upon completion of the solution model and each solution implementation phase as outlined in the plan, the supplier shall provide all relevant documentation but not limited to, source code, specification and other materials required to be provided as per the delivery schedule. TNPA shall have fifteen (15) days to review the documents to ensure that it is satisfied with the equipment and installation works. TNPA shall provide the service provider with written acceptance letter on approval or in case of non-approval, TNPA will provide a written letter indicating areas of dissatisfaction that need to be corrected.

Training	The service provider shall build the models, provide hand-holding services to the TNPA end users, provide training, skills transfer and change management to TNPA identified resources. The service provider to ensure that there is clear separation of training of the end users and the post implementation support to be provided to the project.

Request for Change	All changes to the work document will be effected by TNPA using the project change note (PCN). All approved changes to be communicated in writing to the contractor by the TNPA Project Manager with the project Supply and implementation plan attached thereto.
Maintenance and Support	The service provider shall provide maintenance of the Traffic Management System in all eight (8) Transnet ports for a period of three (3) years post implementation. The service provider to acknowledge and respond to the service requests within the timeframes listed below: • Time sensitive issues – Two (2) business hours. • General support questions – One (1) working day. • Added functionality requests – Three (3) working days. Uptime of 99,9% for email and telephonic support services. • 24/7 helpdesk and service desk access. • A dedicated customer success manager. • Priority phone support. • Email support.
System Availability	A 99.9% network availability is required.
Review	Performance levels against the SLA will be reviewed monthly. The Performance Balance Scorecard will be used as source document for the monthly review and to track performance against the identified key deliverables.

Signed at ……on this ……day of……2023.

WITNESSES: **Service Provider: XXXXXXXXXXXXXXXXXXXXXXXX**

1. ……

2. …….

_____

Signed at …… on this ……. day of …….. 2023

WITNESSES: **TNPA Head Office**

1. ……

2. ……

_____

XXXXX
XXXXX
Transnet National Ports Authority

ANNEXURE E:
TRANSNET'S SUPPLIER INTEGRITY PACT

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

1.1 Transnet and the Bidder / Supplier agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and

b) Enable Bidders / Suppliers to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

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

2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.

2.2 Transnet will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.

2.3 Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process in a fair manner.

2.4 Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

3 OBLIGATIONS OF THE BIDDER / SUPPLIER

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

a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.

b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.

c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.

d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

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

a) The Bidder / Supplier will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and

b) The Bidder / Supplier will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

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

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

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

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

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

3.8 Transnet may require the Bidder / Supplier to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.

3.9 The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3.10 The Bidder/Supplier confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights
- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour
- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment
- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT BIDDING

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

a) has been requested to submit a Bid in response to this Bid invitation;

b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and

c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.

4.2 The Bidder has arrived at his submitted Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.

4.3 In particular, without limiting the generality of paragraph 4.2 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

a) prices;

b) geographical area where Goods or Services will be rendered [market allocation];

c) methods, factors or formulas used to calculate prices;

d) the intention or decision to submit or not to submit, a Bid;

e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or

f) bidding with the intention of not winning the Bid.

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

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

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

5 DISQUALIFICATION FROM BIDDING PROCESS

5.1 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Transnet may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.

5.2 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3, or any material violation, such as to put its reliability or credibility into question, Transnet may after following due procedures and at its own discretion also exclude the Bidder / Supplier from future bidding processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Supplier and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

5.3 If the Bidder / Supplier can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 DATABASE OF RESTRICTED SUPPLIERS

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

6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this restriction procedure.

6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National

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

6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.

6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

6.6 A supplier or contractor to Transnet may not subcontract any portion of the contract to a restricted company.

6.7 Grounds for restriction include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:

a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;

b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;

c) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;

d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;

e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;

f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:

(i) he made the statement in good faith honestly believing it to be correct; and

(ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;

g) has submitted false information regarding any other matter required in terms of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act which will affect the evaluation of a Bid or where a Bidder has failed to declare any subcontracting arrangements;

h) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;

i) has litigated against Transnet in bad faith.

7 PREVIOUS TRANSGRESSIONS

7.1 The Bidder / Supplier hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Bidder's / Supplier's database or any bidding process.

7.2 If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

8 SANCTIONS FOR VIOLATIONS

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

a) Immediately exclude the Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation to the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue;

b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier;

c) Recover all sums already paid by Transnet;

d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments, already made by Transnet, along with interest;

e) Cancel all or any other contracts with the Bidder / Supplier;

f) Exclude the Bidder / Supplier from entering into any bid with Transnet and other organs of state in future for a specified period; and

g) If the Supplier subcontracted a portion of the bid to another person without declaring it to Transnet, Transnet must penalise the Supplier up to 10% of the value of the contract.

9 CONFLICTS OF INTEREST

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

a) A Transnet employee has a personal financial interest in a bidding / supplying entity; and

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

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

a) Private gain or advancement; or

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

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

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

a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or

b) must notify Transnet immediately in writing once the circumstances has arisen.

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

10 DISPUTE RESOLUTION

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

a) **Vexatious proceedings**: these are frivolous proceedings which have been instituted without proper grounds;

b) **Perjury:** where a supplier make a false statement either in giving evidence or on an affidavit;

c) **Scurrilous allegations:** where a supplier makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and

d) **Abuse of court process:** when a supplier abuses the court process in order to gain a competitive advantage during a bid process.

11 GENERAL

11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.

11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

11.3 The validity of this Integrity Pact shall cover all the bidding processes and will be valid for an indefinite period unless cancelled by either Party.

11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.

11.5 Should a Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders / Suppliers to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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ANNEXURE F:
NON-DISCLOSURE AGREEMENT

NON DISCLOSURE AGREEMENT

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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ANNEXURE G:

HOW TO GUIDE E-TENDER SUBMISSION PORTAL

ANNEXURE K

TRANSNET E-TENDERS PORTAL

Follow the steps in this document to view and respond to advertised Transnet Tenders

Topics

- **Tender Requirements**
- **Advertised Tenders**
- Register
- Sign in
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

To access the Transnet E-Tenders Portal, enter the following URL in your browser: **transnetetenders.azurewebsites.net**

Tender Requirements

To become a Transnet supplier, please respond to the tender requirements as stipulated.

Ensure that all information is completed before submission with the requested documentation. Transnet will assess whether your business complies with certain preset standards which are required in order to supply certain items or services.

Publication of tender

When Transnet needs to procure goods, services or works, it does so through one of its procurement mechanisms, usually either an open tender process or a call for quotes. In addition to this website (Transnet SOC Ltd Tenders, Transnet Port Terminals RFQ/Tenders, Transnet Freight Rail Tenders), you can access National Treasury's eTender Publication portal;

www.etenders.gov.za or

https://registers.cidb.org.za/PublicTenders/TenderSearch for construction tenders.

Regarding quotations, Transnet will normally approach at least 3 suppliers to quote for requirements or publish the requirement on this website and the eTender Publication portal.

Transnet does not have its own database of prospective suppliers. It makes use of National Treasury's Central Supplier Database (CSD). In order to be eligible to participate in Transnet's procurement processes, your company must be registered on the CSD. The CSD can be accessed on https://secure.csd.gov.za/.

eTender Links

- Transnet SOC Ltd Tenders
- Transnet Port Terminals RFQ/Tenders
- Transnet Freight Rail Tenders

Tender submission

Tenders must be placed in the prescribed tender box, or submitted electronically where instructed, at or before the closing time on the closing date. Late tenders will not be accepted.

Tender documents need to indicate contact details of person(s) who can be contacted regarding any clarification required.

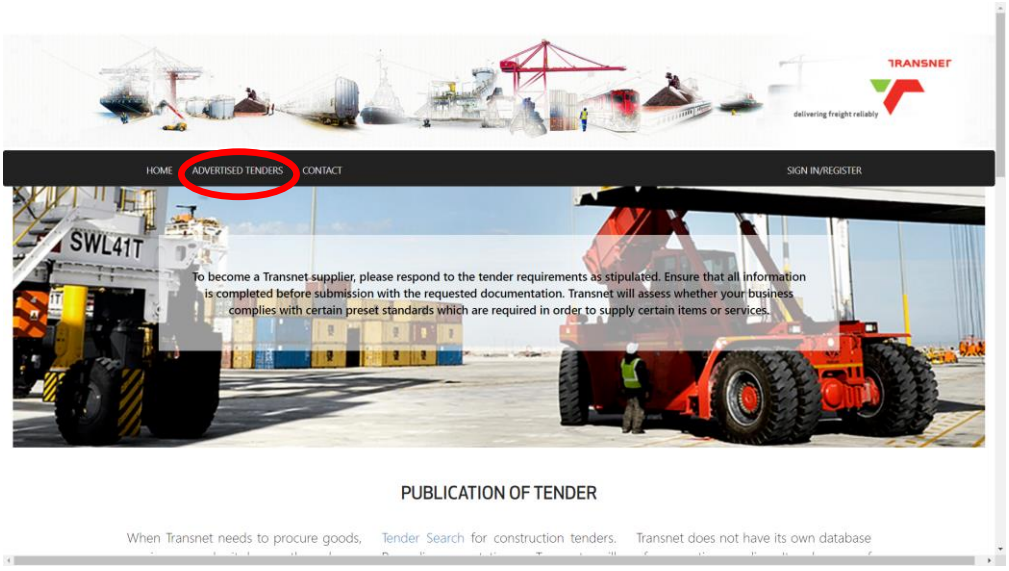
Fake and fraudulent tenders (RFPs) and requests for quotation (RFQs) scams

Prospective suppliers are warned that fraudulent Requests for Proposals and Quotations are sent to suppliers using the Transnet name and logo from time to time. Suppliers are advised to verify the authenticity of suspicious RFQs and orders by calling the respective Transnet Operating Division using the contact details listed below or on Transnet's website prior to responding to any RFQs or orders. Transnet will not be held liable for any delivery of goods for any fraudulent tenders or RFQs.

Division	Name	Email Id	Telephone No
TPT	Sindile Mxunyelwa	sindile.mxunyelwa@transnet.net	031 308 8389
TFR	Prudence Nkabinde	prudence.nkabinde@transnet.net	011 584 0821
TE	Nompilo Dlamini	tendercomplaints.transnetengineering@transnet.net	012 391 1374

Advertised Tenders

1. Click on the **ADVERTISED TENDERS** link to view all published tenders



NB: Do not wait for the last minute to register or to bid for a tender. Ensure you complete your process at least 1 day (24hours) before the closing date

TRANSNET E-TENDERS PORTAL

Follow the steps in this document to view and respond to advertised Transnet Tenders

Topics

- Tender Requirements
- **Advertised Tenders**
- **Register**
- Sign In
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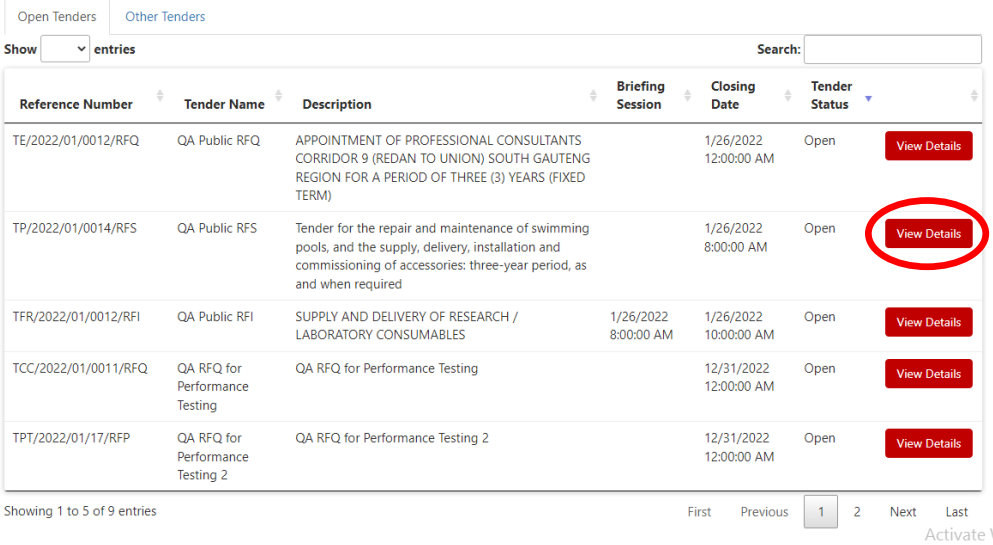
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

2. On the list of advertised tenders, click on the **View Details** button to view tender information



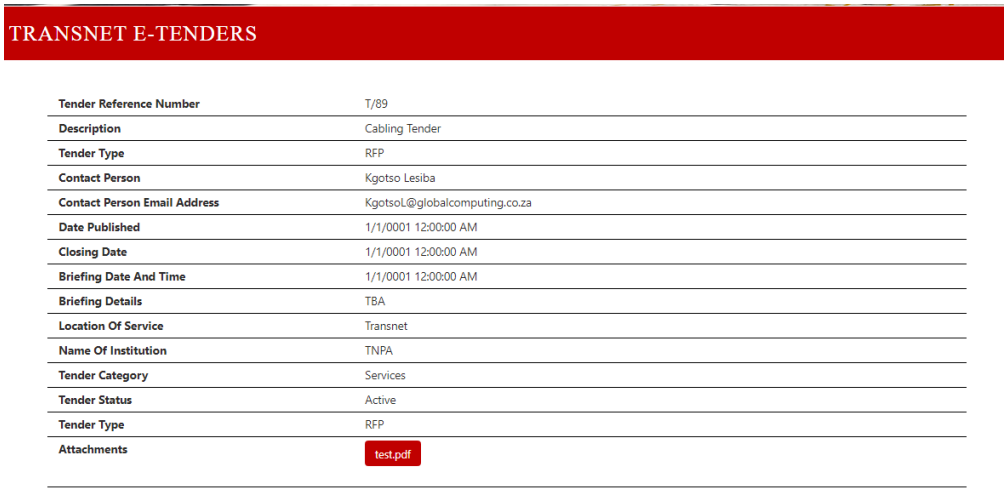
Open Tenders | Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/01/0012/RFQ	QA Public RFQ	APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)		1/26/2022 12:00:00 AM	Open	View Details
TP/2022/01/0014/RFS	QA Public RFS	Tender for the repair and maintenance of swimming pools, and the supply, delivery, installation and commissioning of accessories: three-year period, as and when required		1/26/2022 8:00:00 AM	Open	View Details
TFR/2022/01/0012/RFI	QA Public RFI	SUPPLY AND DELIVERY OF RESEARCH / LABORATORY CONSUMABLES	1/26/2022 8:00:00 AM	1/26/2022 10:00:00 AM	Open	View Details
TCC/2022/01/0011/RFQ	QA RFQ for Performance Testing	QA RFQ for Performance Testing		12/31/2022 12:00:00 AM	Open	View Details
TPT/2022/01/17/RFP	QA RFQ for Performance Testing 2	QA RFQ for Performance Testing 2		12/31/2022 12:00:00 AM	Open	View Details

Showing 1 to 5 of 9 entries First Previous 1 2 Next Last

3. Click on the **Attachment** link to view documents attached to the tender

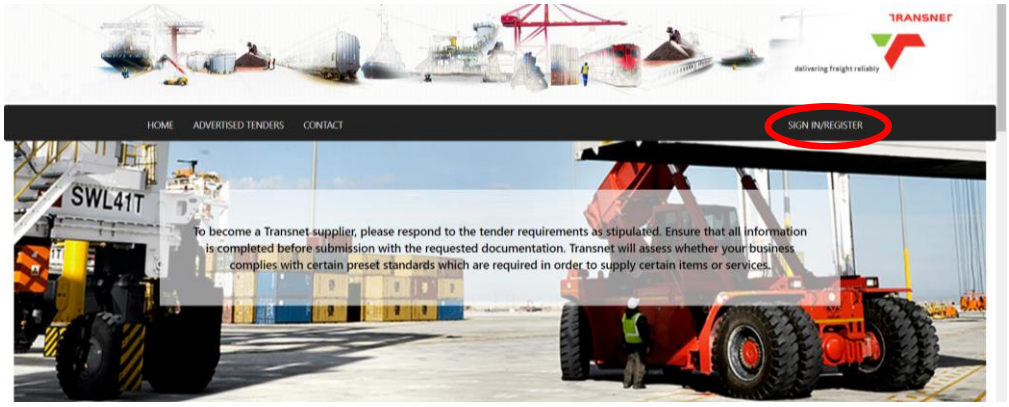


TRANSNET E-TENDERS

Tender Reference Number	T/89
Description	Cabling Tender
Tender Type	RFP
Contact Person	Kgotso Lesiba
Contact Person Email Address	KgotsoL@globalcomputing.co.za
Date Published	1/1/0001 12:00:00 AM
Closing Date	1/1/0001 12:00:00 AM
Briefing Date And Time	1/1/0001 12:00:00 AM
Briefing Details	TBA
Location Of Service	Transnet
Name Of Institution	TNPA
Tender Category	Services
Tender Status	Active
Tender Type	RFP
Attachments	test.pdf

Register

1. Click on the **SIGN IN/REGISTER** link on the Transnet E-Tenders landing page



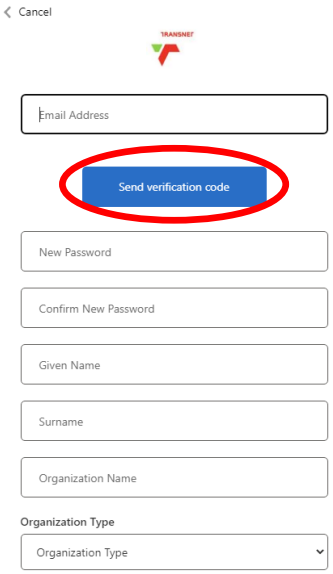
TRANSNET E-TENDERS PORTAL

Follow the steps in this document to view and respond to advertised Transnet Tenders

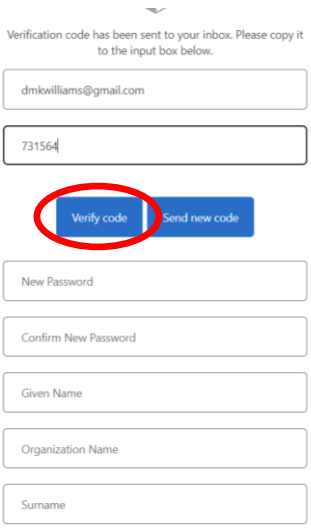
Topics

- Tender Requirements
- Advertised Tenders
- **Register**
- Sign in
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

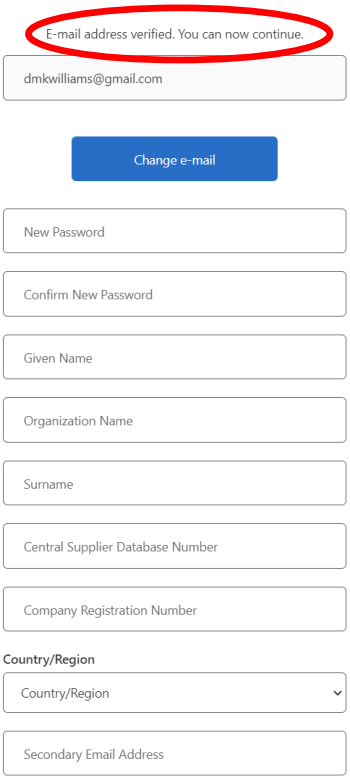
2. Enter your email address and click on the **Send Verification Code** button.



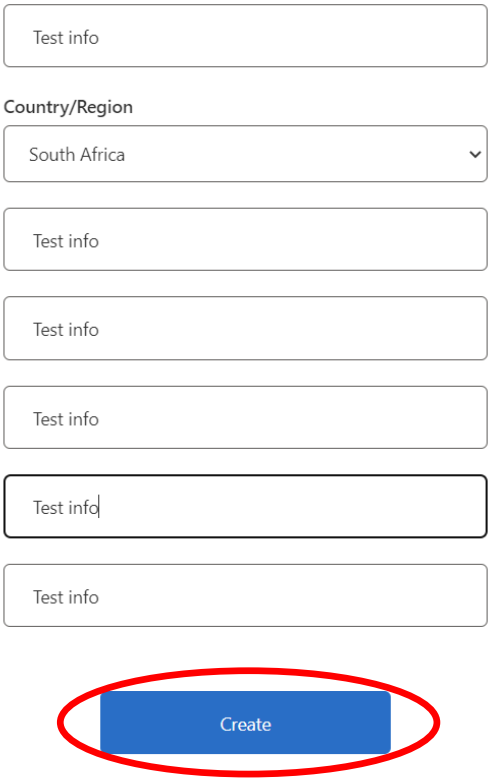
3. Enter the verification code received via the email address provided then click on the **Verify Code** button



4. Verification notification is displayed. Complete all other fields.



5. Click on the Create button



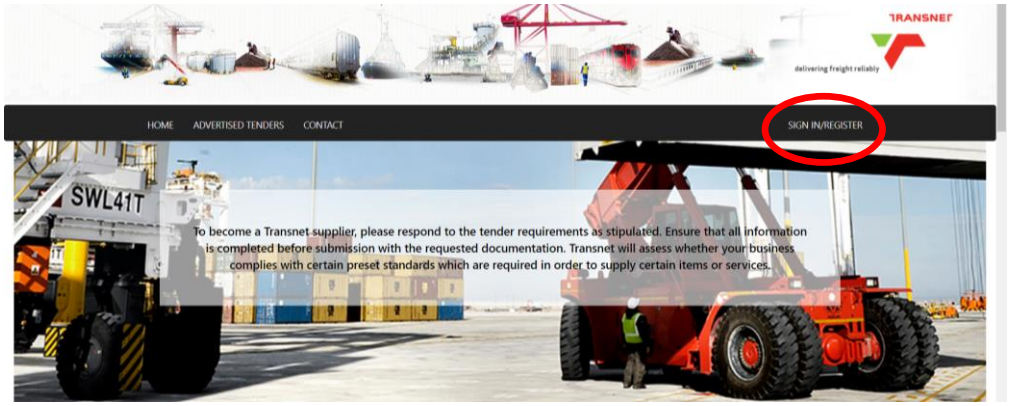
TRANSNET E-TENDERS PORTAL
Follow the steps in this document to view and respond to advertised Transnet tenders.

Topics

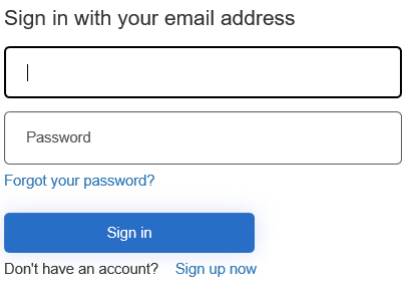
- Tender Requirements
- Advertised Tenders
- Register
- **Sign in**
- **Registered user navigation**
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

Sign In

1. Click on the **SIGN IN/REGISTER** link on the Transnet E-Tenders landing page



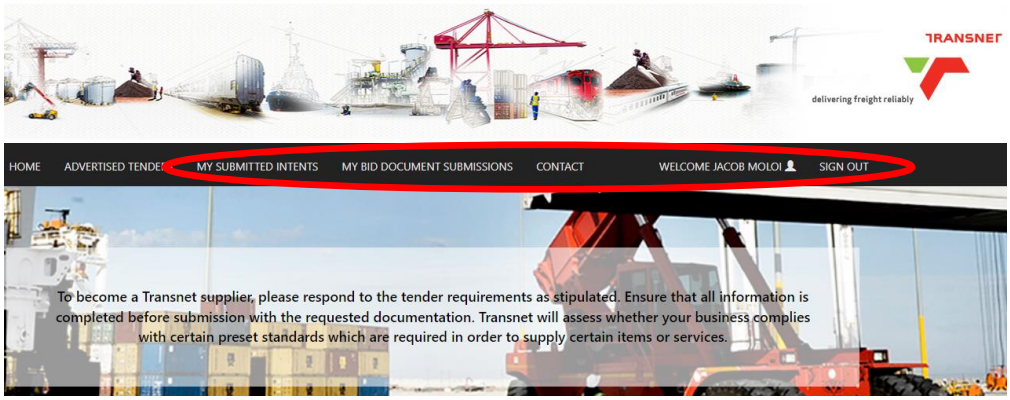
2. Type the email address you entered and the password you created during registration and click on the **Sign In** button



Restricted tenders can only be accessed if you SIGN IN using the same email address that you were invited to. The tender will not be visible if you are using a different email address

Registered user navigation

1. Take note of the additional menu options available once you've registered. You are now able to Submit and intent by clicking on the **Advertised Tenders** menu option to view published tenders.



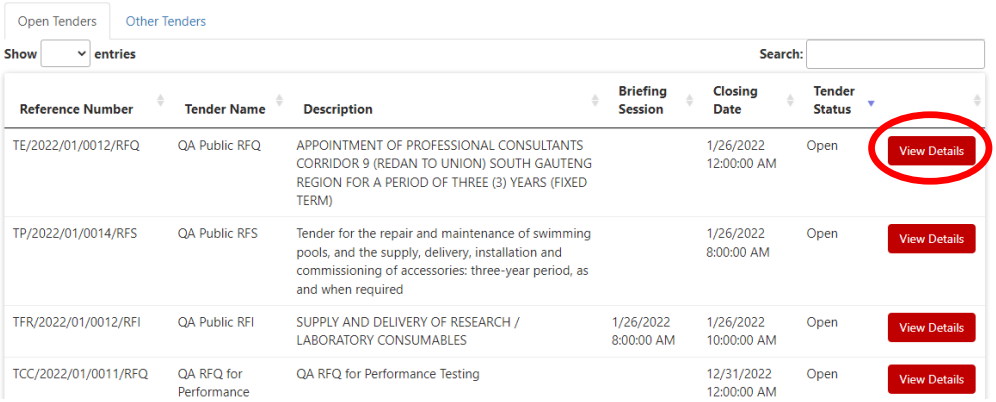
TRANSNET E-TENDERS PORTAL
Follow the steps in this document to view and respond to advertised Transnet Tenders

Topics

- Tender Requirements
- Advertised Tenders
- Register
- Sign in
- Registered user navigation
- **View Tender Details**
- **Submit Intent to Bid**
- My Intent Submissions
- Ask for Clarity / Submit query
- Submit Tender Bid documents

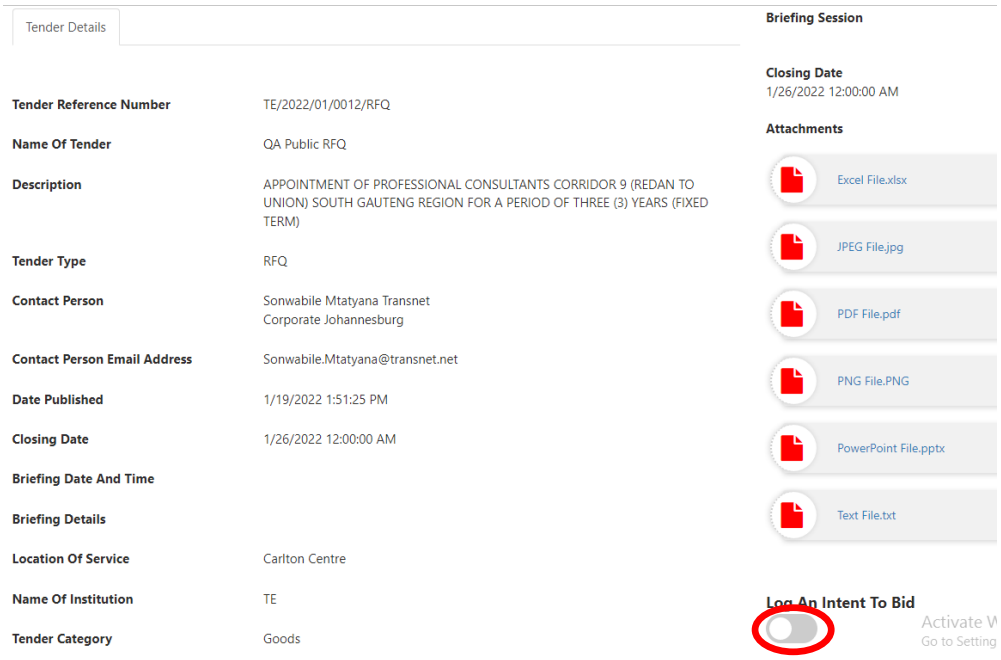
View Tender Details

1. Click on the **View Details** button to view tender information

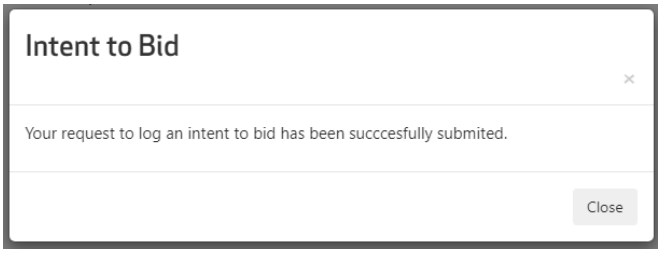


Submit Intent to Bid

1. As a registered user, more details about the tender will be available. From this page you are able to view all the attachments and **Log An Intent To Bid** by clicking on the slider button.



2. A notification will be displayed informing you that your **intent has been successfully submitted.**

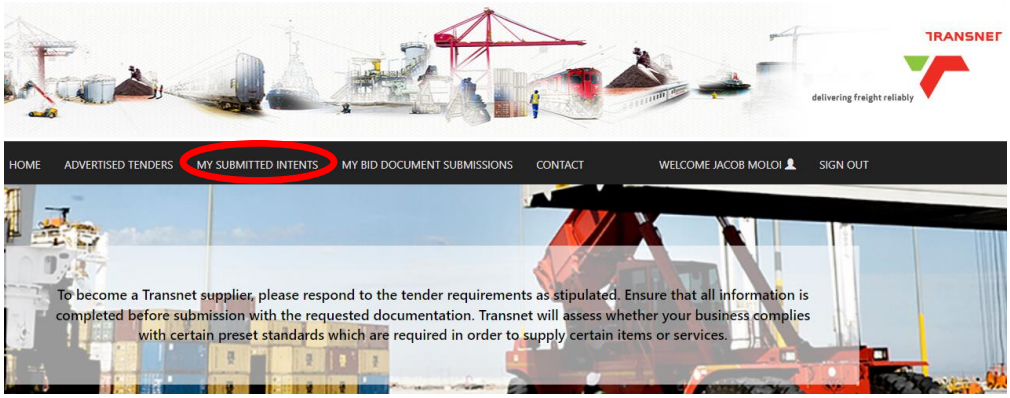


Topics

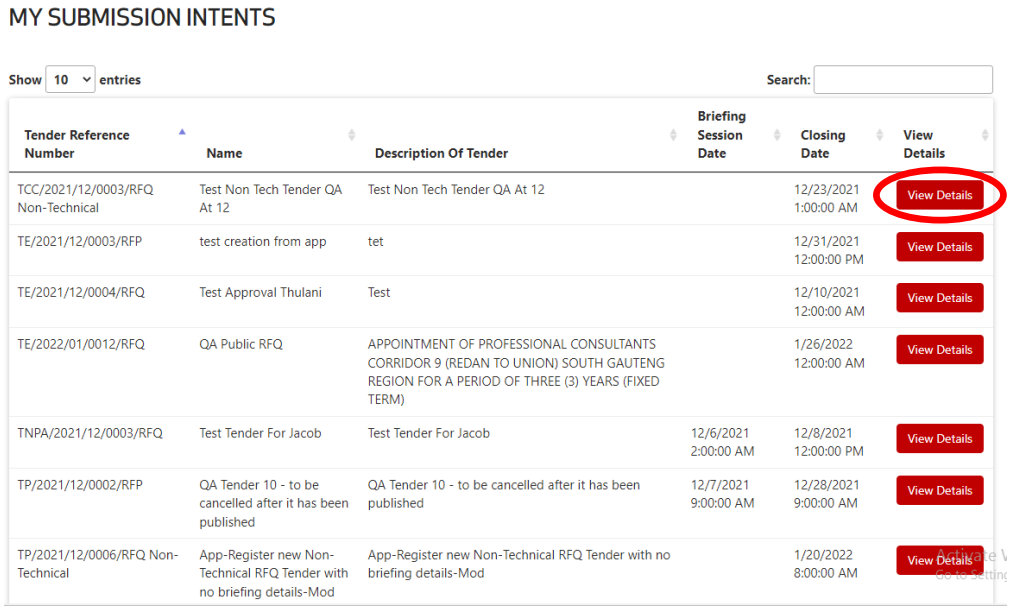
- Tender Requirements
- Advertised Tenders
- Register
- Sign in
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- **My Intent Submissions**
- Ask for Clarity / Submit query
- Submit Tender Bid documents

View Intent Submissions

1. On the landing page, click on the **My Submitted Intents** menu option.

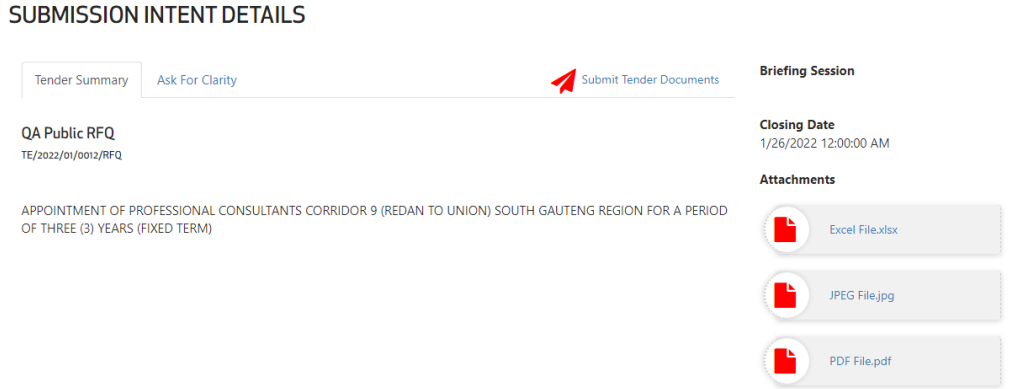


2. From the list of submitted intents, click on the **View Details** button to view details about the item.



Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TCC/2021/12/0003/RFQ Non-Technical	Test Non Tech Tender QA At 12	Test Non Tech Tender QA At 12		12/23/2021 1:00:00 AM	View Details
TE/2021/12/0003/RFP	test creation from app	tet		12/31/2021 12:00:00 PM	View Details
TE/2021/12/0004/RFQ	Test Approval Thulani	Test		12/10/2021 12:00:00 AM	View Details
TE/2022/01/0012/RFQ	QA Public RFQ	APPOINTMENT OF PROFESSIONAL CONSULTANTS CORRIDOR 9 (REDAN TO UNION) SOUTH GAUTENG REGION FOR A PERIOD OF THREE (3) YEARS (FIXED TERM)		1/26/2022 12:00:00 AM	View Details
TNPA/2021/12/0003/RFQ	Test Tender For Jacob	Test Tender For Jacob	12/6/2021 2:00:00 AM	12/8/2021 12:00:00 PM	View Details
TP/2021/12/0002/RFP	QA Tender 10 - to be cancelled after it has been published	QA Tender 10 - to be cancelled after it has been published	12/7/2021 9:00:00 AM	12/28/2021 9:00:00 AM	View Details
TP/2021/12/0006/RFQ Non-Technical	App-Register new Non-Technical RFQ Tender with no briefing details-Mod	App-Register new Non-Technical RFQ Tender with no briefing details-Mod		1/20/2022 8:00:00 AM	View Details

3. Details and attachments can be viewed on this page. You can also **Ask for Clarity** (submit a query) from this page.

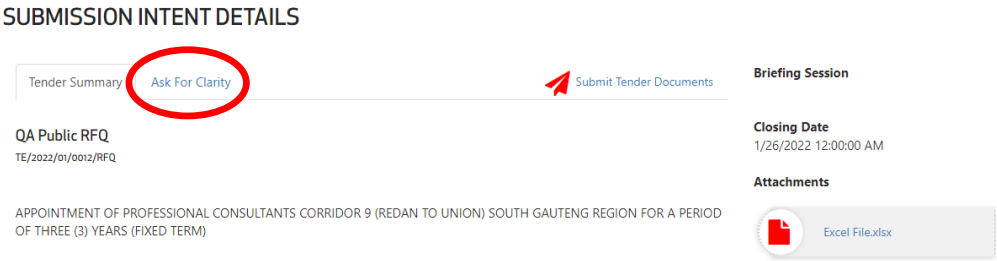


Topics

- Tender Requirements
- Advertised Tenders
- Register
- Sign in
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- **Ask for Clarity / Submit query**
- Submit Tender Bid documents

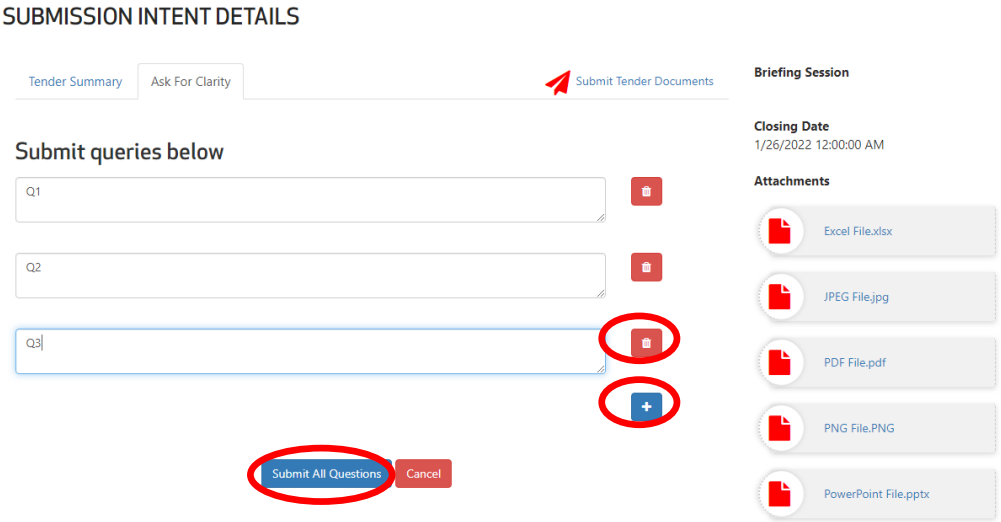
Ask for Clarity (Submit Query)

1. On the Submission Intent Details pate, click on the **Ask for Clarity** tab.

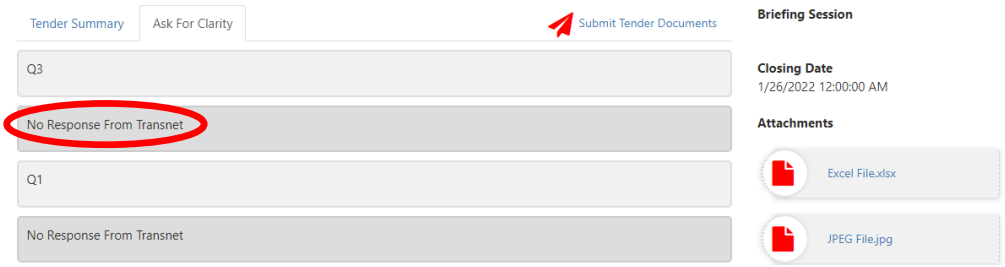


Under 'Submit Queries Below' type your questions in the fields.

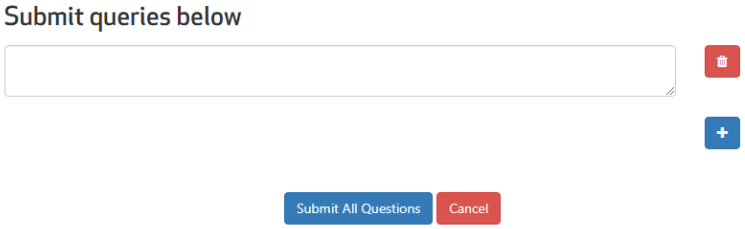
2. Click on the **Delete (trash can)** button to delete a field (row)
3. Click on the blue **Add (+)** button to add another field (row)
4. Click on the **Submit All Questions** button.



5. Under the 'Ask for Clarity' tab, you will also be able to view responses from Transnet.



6. At the bottom of the screen you can **add additional questions**



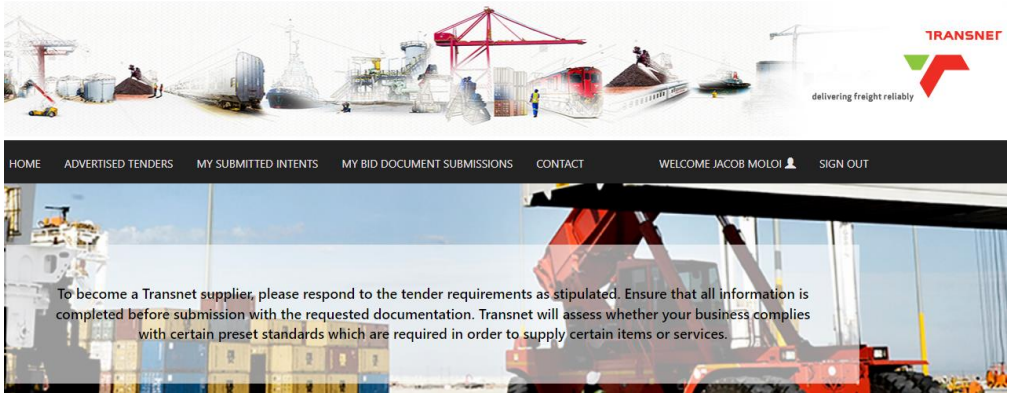
TRANSNET E-TENDERS PORTAL
Follow the steps in this document to view and respond to advertised Transnet Tenders

Topics

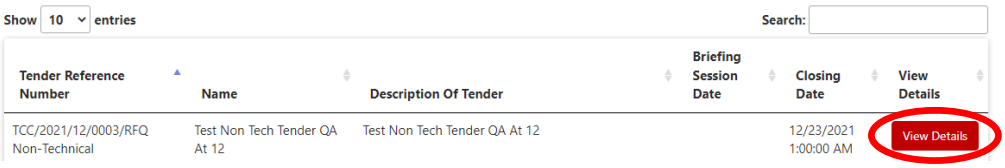
- Tender Requirements
- Advertised Tenders
- Register
- Sign in
- Registered user navigation
- View Tender Details
- Submit Intent to Bid
- My Intent Submissions
- Ask for Clarity / Submit query
- **Submit Tender Bid documents**

Submit Tender Bid Documents

1. Click the **My Submitted I**ntents menu option.

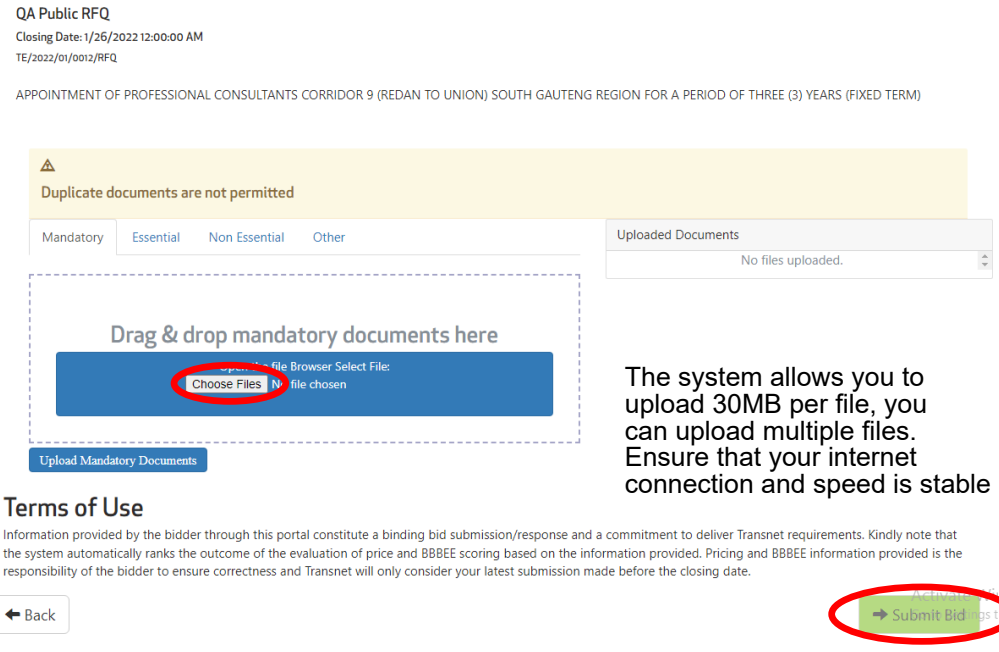


2. From the list of submitted intents, click on the **View Details** button to view details about the item.



3. Details and attachments can be viewed on this page. Click on the **Submit Tender Documents** link.

4. Click the **Choose Files** button and select the files to upload.
5. Click on **Submit Bid**



The system allows you to upload 30MB per file, you can upload multiple files. Ensure that your internet connection and speed is stable