

**TRANSNET FREIGHT RAIL**

A division of

**TRANSNET SOC LTD**

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

**REQUEST FOR QUOTATION [RFQ] No CRAC-VAR-21191**

**FOR THE REPAIRS OF ELECTRONIC ACCESS CONTROL AND CCTV SURVEILLANCE SYSTEMS AT SELECTED CORPORATE OFFICES NATIONALLY ON AN "AS AND WHEN REQUIRED" BASIS FOR A PERIOD OF SIX (6) MONTHS.**

**ISSUE DATE : 31 MARCH 2016**

**BRIEFING DATE : 07 APRIL 2016**

**BRIEFING TIME : 09H00 AM**

**BRIEFING VENUE : 15 GIRTON RD INYANDA 2 BOMBELA BOADROOM  
PARKTOWN**

**CLOSING DATE : 19 APRIL**

**CLOSING TIME : 10H00 AM**

**OPTION DATE : 29 AUGUST 2016**

**PLEASE BRING THE VALID TENDER DOCUMENT ON THE DAY OF BRIEFING.**

**ON CLOSING DATE PLEASE SUBMIT TWO (2) DOCUMENTS ORIGINAL & COPY IN ONE ENVELOPE IT MUST BE INSCRIBED ON THE OUTSIDE WITH THE TENDER NUMBER AND CLOSING DATE.**

## Section 1 NOTICE TO BIDDERS

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

**METHOD:** Hand deliver or courier  
**CLOSING VENUE:** The Secretariat, Transnet Freight Rail Acquisition Council,  
 Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown.

### 1 Responses to RFQ

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

### 2 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. As described in more detail in the attached B-BBEE Claim Form Transnet will allow a "preference" to companies who provide a valid B-BBEE Verification Certificate.

The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included); and therefore the **90/10** system shall be applicable.

Respondents are required to complete Annexure A [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

**Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.**

### 3 Communication

Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.

A Respondent may, however, before the 14 April 2016, 16:00, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Brenda Baloyi                      Email: Brenda.baloyi@transnet.net  
 Telephone: 011 584 0662

Respondents may also, at any time after the closing date of the RFQ, communicate the following individuals on any matter relating to its RFQ response:

Name	Email address	Telephone	Fax
Lolo Sokhela	<a href="mailto:Lolo.sokhela@transnet.net">Lolo.sokhela@transnet.net</a>	011 544 9494	011 774 9189
Thuli Mathebula	<a href="mailto:Thuli.mathebula@transnet.net">Thuli.mathebula@transnet.net</a>	011 544 9497	011 774 9129

#### 4 Legal Compliance

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

#### 5 Changes to Quotations

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

#### 6 Pricing

All prices must be quoted in South African Rand on a fixed price basis, excluding VAT.

#### 7 Prices Subject to Confirmation

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

#### 8 Binding Offer

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

#### 9 Disclaimers

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

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
  - reject any Quotation which does not conform to instructions and specifications which are detailed herein;
  - disqualify Quotations submitted after the stated submission deadline;
  - not necessarily accept the lowest priced Quotation or an alternative bid;
  - reject all Quotations if it so decides;
  - place an order in connection with this Quotation at any time after the RFQ's closing date;
  - award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
  - split the award of the order/s between more than one Supplier/Service Provider should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations ;
- or
- make no award at all.

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, Transnet reserves the right to cancel the contract.

Transnet reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

Transnet reserves the right to conduct Post Tender Negotiations (PTN) with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's discretion, any evaluation criteria listed in the RFQ document.

Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, Transnet reserves the right to award the business to the next highest ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price.

Transnet reserves the right to lower the threshold for Technical from **80%** to **70%** if no Bidders pass the predetermined minimum threshold.

## 10 Specification/Scope of Work

### 1. INTRODUCTION

1.1 The scope of work covers repairs of existing electronic access control and CCTV surveillance systems for a period of six (6) months at selected corporate offices nationally on an as and when required basis.

### 2. AREAS OF WORK

2.1 The requirement pertains to selected sites in the Central, Western and Eastern regions as follows:

ITEM	NAME OF SITE	REGION	AREA
2.1.1	96 Rissik	Central	Johannesburg
2.1.2	39 Wolmaraans	Central	Johannesburg
2.1.3	Inyanda 1	Central	Johannesburg
2.1.4	Inyanda 2	Central	Johannesburg
2.1.5	Inyanda 3	Central	Johannesburg
2.1.6	Inyanda 4	Central	Johannesburg
2.1.7	School of Rail	Central	Esselenpark
2.1.8	Security Station	Central	Ladysmith
2.1.9	Loliwe House	Central	Durban, Bayhead
2.1.10	Security Station	Central	Polokwane
2.1.11	Nzasm Building	Central	Pretoria
2.1.12	Infra	Central	Leeuhof
2.1.13	Secondary Tower	Central	Sentrarand
2.1.14	Admin Building	Central	City Deep
2.1.15	Security Station	Western	Kimberly
2.1.16	Transnet Park	Western	Cape Town, Bellville
2.1.17	FC Sturrock	Western	Port Elizabeth
2.1.18	Security station	Western	Bloemfontein
2.1.19	Security station	Western	East London
2.1.20	Security station	Eastern	Nelspruit
2.1.21	Malahle House	Eastern	Empangeni
2.1.22	Security station	Eastern	Witbank

### 3. **NAMES OF APPLICATIONS**

3.1 The repair services are divided into systems as follows:

- 3.1.1 Electronic access control system (Starwatch CIV) at 96 Rissik, 39 Wolmaraans, Inyanda 1, Inyanda 2, Inyanda 3, Inyanda 4 and Loliwe House.
- 3.1.2 CCTV surveillance system (ADPRO) at 96 Rissik, Inyanda 1 and 39 Wolmaraans.
- 3.1.3 CCTV Surveillance system (NICE Vision net 2.5) at 96 Rissik, Inyanda 2, Inyanda 3 and, Inyanda 4.
- 3.1.4 PSIM system (NICE Situator/Orsus) at 96 Rissik, Transnet Park and Malahle House.
- 3.1.5 ID card badging system (Starwatch CV) at Polokwane, Esselenpark, Sontraland, City Deep, Pretoria, Ladysmith, Leeuhof, 96 Rissik, Loliwe House, Transnet Park, Bloemfontein, East London, Kimberly, Port Elizabeth, Malahle House, Nelspruit, Witbank.
  - 3.1.5.1 Each Mini control room has a photo badging system (PC and data Card printer) used to issue cards and subscriber servers that replicate data to the publisher server at 96 Rissik.
  - 3.1.5.2 Replication of databases at all Nerve Centres and Mini control rooms will need to be synchronised when necessary.
  - 3.1.5.3 Approximately 26000 users are linked to the access control system.

3.2 Considering the abovementioned, the following equipment forms part of the total system that requires maintenance. Detailed specifications and exact quantities are contained in Annexure A.

#### **3.2.1 Starwatch CIV master control units and workstations**

- 3.2.1.1 Manage and control access levels and restrictions from the Nerve Centre.
- 3.2.1.2 Database communications with controllers.

#### **3.2.2 Starwatch CV servers and workstations (Photo badging)**

- 3.2.2.1 Access card badging workstations
- 3.2.2.2 Replication servers
- 3.2.2.3 Publisher server

#### **3.2.3 CCTV Applications - Adpro Video Central Gold**

- 3.2.3.1 Recording cameras on DVRs
- 3.2.3.2 Viewing and exporting ADPRO recordings

### 3.2.4 NICE Vision version 2.5 and 10.8

- 3.2.4.1 Recording cameras on NICE system
- 3.2.4.2 Viewing and exporting recordings

### 3.2.5 Control room management - NICE Situator / Orsus

- 3.2.5.1 Generate OB numbers
- 3.2.5.2 Manage and monitor cameras and various systems
- 3.2.5.3 Report and create incident reports
- 3.2.5.4 Manage users

### 3.2.6 Operator consoles

- 3.2.6.1 Remote connection to external sites
- 3.2.6.2 Manage and control all access control and CCTV systems

### 3.2.7 Databases

- 3.2.7.1 Microsoft SQL
- 3.2.7.2 NICE Vision
- 3.2.7.3 NICE Situator/Orsus
- 3.2.7.4 Starwatch CIV
- 3.2.7.5 ADPRO Video Central Gold
- 3.2.7.6 Windows XP and 7, Windows Server 2003 and 2008

## 4. THE BROAD SCOPE OF PROCUREMENT

- 4.1 The access control system is node operating and linked to the Nerve Centre via the WAN and is controlled and managed with a master database (Starwatch CIV) situated at 96 Rissik Street JHB.
- 4.2 The service provider will be required to conduct repairs on existing electronic access control and CCTV surveillance systems on an as and when required basis to ensure sustainable integration and connectivity to the Nerve Centres from all equipment and applications. No deviation from the type of service required will be accepted.
- 4.3 The service provider must be able to perform new requests that might arise during the contract.
- 4.4 Attached as Annexure A is a list of other services that may be required in addition to the repair services.
- 4.5 During call outs the service providers will be required to perform tasks listed in Annexure B on equipment reported faulty
- 4.6 In certain instances bidders will be required to supply spares to ensure total operation of the system. In this event TFR intends paying a market related price for the replacement spares with a declared mark-up
- 4.7 Bidders are required to stipulate their preferred mark up and hourly labour cost

4.8 Bidders are to indicate previous experience on working and maintaining the specific equipment as stated in Section 6 below (overview of equipment per site) including the size of installation and amount of equipment

4.9 The successful bidder will be required to provide detailed technical reports of all repairs conducted

## 5. SUPPORT STRATEGY

5.1 Bidders are required to provide detailed support strategy highlighting how they will meet the level of service required by Transnet Freight Rail.

5.2 The strategy should indicate the following:

- 5.2.1 System repairs plan
- 5.2.2 Team structure
- 5.2.3 Fault logging procedures
- 5.2.4 Incident Management
- 5.2.5 Response time when a call is logged for High risk, Medium risk and low risk faults
- 5.2.6 Standby escalations
- 5.2.7 Quality assurance plan
- 5.2.8 Detailed Maintenance Plan

## 6. OVERVIEW OF EQUIPMENT PER SITE

96 Rissik	Make	Model	Quantity
Proliant DL38'0 G5 Xeon DC 5140 (NICE AMS)			1
Proliant DL38'0 G5 Xeon DC 5140 (Orsus)			1
Adpro DVR			3
16 Channel NVR			1
Access control MCU (Starwatch CIV database)			1
Workstations			8
Monitors			24
KVM switches			8
Network Switch			3
Server Rack			3
Magnetic lock	BEL600s	600BS	47
Card Reader	HID	6005BKB00	76
Indoor Static Dome Camera	VISTA	VRD4V9C	38
Outdoor cameras	VISTA	VRD4V9C	10
Break Glass unit		76BF371F	35
Door closers			37
Static Housing Camera	PELCO	FSTAB7	9
1 to 1 Video Intercom			1

1 to 4 Video Intercom			1
Access Controller	Star Net	SABRE II	9
ACPs			9
TDEMS			9
IOM			2
DB Box			1
High Speed Dome PTZ			3
Key Box (Wall Safe)			1
Power Supply Unit 12VDC, 18AH			9
Traffic Light			4
Motorised sliding gate			2
Cubicle			2
Joystick	ADPRO		2
Push Button			2
16-Way Switch	Planet		1

<b>39 Wolmaraans</b>	<b>Make</b>	<b>Model</b>	<b>Quantity</b>
Magnetic lock	BEL600s	600BS	11
Card Reader	HID	6005BKB00	24
Indoor Dome Camera	VISTA	VRD4V9C	18
Outdoor dome camera	VISTA	VRD4V9C	2
Break Glass unit		76BF371F	11
Door closers			11
Booms			2
Static Housing Camera	PELCO	FSTAB7	7
Access Controller	Star Net	SABRE II	10
ACP			3
TDEMS			3
Power Supply Unit 12VDC, 18AH			4
Digital Video Recorder	ADPRO	Fast Trace 5021-3-2	1
MCU			1
PC & Screen			1
16-Way Switch	Planet		1
43 U Rack Cabinet			1
UPS 3 KVA, 30 Min Back-up	UPS	3000VA	1
Port Expander			1
<b>Inyanda House 1, Park Town, JHB</b>	<b>Make</b>	<b>Model</b>	<b>Quantity</b>
Maglock	BEL600s	600BS	<b>68</b>
Card Reader	HID	6005BKB00	<b>124</b>



Break Glass unit		76BF371F	<b>68</b>
Door closer			<b>22</b>
Indoor Static Camera	PELCO	FSTAB7	<b>66</b>
Outdoor Static Camera	PELCO	FSTAB7	<b>8</b>
Access Controller	Star Net		<b>10</b>
ACPs			<b>10</b>
TDEM			<b>27</b>
IOM			<b>2</b>
PTZ			<b>2</b>
Power Supply Unit Complete with 12VDC and 24 VAC			<b>12</b>
Digital Video Recorder	ADPRO	East Trace 5021	<b>4</b>
Intercom			<b>1</b>
Booms			<b>2</b>
MCU			<b>1</b>
16-Way Switch	Planet		<b>2</b>
43 U Rack Cabinet 600mm			<b>3</b>
UPS Rack mount		QP3 1 KVA	<b>2</b>
Dome 1/3 480 TVL, 0.5 lux (F1.2)	Samsung		<b>14</b>

<b>Inyanda House 2, Park Town</b>	<b>Make</b>	<b>Model</b>	<b>Quantity</b>
Maglock	BEL600s	600BS	40
Card Reader	HID	6005BKB00	78
Indoor Static Dome Camera	Pelco		57
Outdoor dome camera	Pelco		15
PTZ	Pelco	Spectra IV	1
Break Glass Unit		76BF371F	40
Static Housing Camera	PELCO	FSTAB7	4
Access Controller	Star Net		10
ACP			10
TDEM			12
IOM			6
MCU			1
Audio Intercom			1
Power Supply Unit 12VDC, 18AH			11
Network Video Recorder	NVR9000	NICE	2
Booms			2
Manually controlled boom			1
24 PORT Switch			10
4U enclosure with patch panel			6
43 U Rack Cabinet 600mm			1

UPS			1
<b>Inyanda House 3 Park Town</b>	<b>Make</b>	<b>Model</b>	<b>Quantity</b>
Maglock	BEL600s	600BS	18
Card Reader	HID	6005BKB00	40
Indoor Static Dome Camera	Pelco		45
PTZ	Pelco	Spectra IV	1
Break Glass unit		76BF371F	18
Static Housing Camera	PELCO	FSTAB7	4
Access Controller	Star Net		6
ACP			6
TDEM			6
MCU			1
Key box			1
Power Supply Unit 12VDC, 18AH			11
Network Video Recorder	NVR9000	NICE	2
24 PORT Switch			7
4U enclosure with patch panel			7
43 U Rack Cabinet 600mm			1
UPS		QP3010 - 1 KVA	1
<b>Inyanda House 4 Park Town</b>	<b>Make</b>	<b>Model</b>	<b>Quantity</b>
Maglock	BEL600s	600BS	20
Card Reader	HID	6005BKB00	40
Indoor Static Dome Camera	Pelco		41
Outdoor dome camera	Pelco		5
PTZ	Pelco	Spectra IV	1
Break Glass unit		76BF371F	20
Access Controller	Star Net		5
ACP			5
TDEM			8
IOM			6
Power Supply Unit 12VDC and 24VAC			5
Network Video Recorder	NVR9000	NICE	2
Booms			2
24 PORT Switch			5
4U enclosure with patch panel			5
43 U Rack Cabinet 600mm			1
UPS		QP3010 - 1 KVA	1

<b>Empangeni Nerve Centre (Malahle House)</b>	<b>Make</b>	<b>Model</b>	<b>Quantity</b>
NICE AMS	Proliant	HP	1
Orsus	Proliant	HP	1
NICE NVR		NVR 9000	2
Workstations			4
Monitors			12
KVM switches			1
Network Switch			6
Server Rack			1
Magnetic lock	BEL600s	600BS	21
Card Reader	HID	6005BKB00	44
Indoor Static Dome Camera	Pelco		30
Outdoor cameras	Pelco		22
Break Glass unit		76BF371F	21
Door closers			21
1 to 1 Video Intercom			1
Access Controller	Star Net	SABRE II	6
ACPs			6
TDEMS			9
IOM			5
DB Box			1
Power Supply Unit 12VDC, 18AH			6
UPS 3 KVA, 30 Min Back-up	UPS	3000VA	1
Boom gate			1

<b>Cape Town Nerve Centre (Transnet Park)</b>	<b>Make</b>	<b>Model</b>	<b>Quantity</b>
Cape Town Nerve Centre (Transnet Park)			
NICE AMS	Proliant	HP	1
Orsus	Proliant	HP	1
NICE NVR		NVR 9000	2
Workstations			5
Monitors			15
KVM switches			1
Network Switch			8
Server Rack			1
Magnetic lock	BEL600s	600BS	41
Card Reader	HID	6005BKB00	82
Indoor Static Dome Camera	Pelco		41
Outdoor cameras	Pelco		6
Break Glass unit		76BF371F	41

Door closers			41
Access Controller	Star Net	SABRE II	7
ACPs			7
TDEMS			14
DB Box			1
Power Supply Unit 12VDC, 18AH			7
UPS 3 KVA, 30 Min Back-up	UPS	3000VA	1

<b>Port Elizabeth Badging station</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1
Rack 19inch 43U adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m
<b>Cape Town Nerve Centre</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1
Rack 19inch 43U adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m

<b>East London</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1

Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1
Rack 19inch 43U adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m

<b>Bloemfontein</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1
Rack 19inch 43U adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m
<b>Loliwe House</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1
Rack 19inch 43U adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m
<b>Esselenpark</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1

3KVA UPS	1
Rack 19inch 43U adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m
<b>Kimberly</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1
Rack 19inch 43U adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m
<b>Ladysmith</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1
Rack 19inch 43U adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m
<b>Nelspruit</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1
Rack 19inch 43U adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m

<b>Polokwane</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1
Rack 19inch 43U adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m
<b>Pretoria</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1
Rack 19inch 43U adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m
<b>Leeuhof</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1
Rack 19inch 43U adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m
<b>Witbank</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1

HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1
Rack 19inch 43U adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m
<b>Sentrarand</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1
Rack 19inch 43U adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m
<b>City Deep</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1
Rack 19inch 43U Adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m
<b>Johannesburg Nerve Centre</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140 (Starwatch CV)	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1



Rack 19inch 43U Adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m
<b>Empangeni Nerve Centre</b>	<b>Quantity</b>
Proliant DL38'0 G5 Xeon DC 5140 (Starwatch CV)	1
WS-CE 500-24TT - Network Switch	1
StarWatch Enterprise Single Server License	1
Client License Pack	1
HP badging station	1
Data card printer	1
Monitor 20 inch LCD Samsung	1
3KVA UPS	1
Rack 19inch 43U Adler 600 x 1000	1
Cable power twin plus earth	50m
CAT 6	80m

## 7. RESOURCES REQUIRED PER REGION

Transnet Freight Rail requires resources below to be allocated per region for the duration of the contract:

- 7.1 1 x Operations Manager
- 7.2 1 x Technical Specialist
- 7.3 1 x Technician

**ANNEXURE A****OTHER SERVICES THAT MIGHT BE REQUESTED IN ADDITION TO REPAIRS**

Item	Other services that might be requested in addition to repairs
CCTV and access control	<ol style="list-style-type: none"><li>1. Remove equipment from sites that are renovated</li><li>2. New installations</li><li>3. Check status of air conditioners in the Nerve Centres and Mini control rooms</li></ol>

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**ANNEXURE B****GENERAL CHECKS ON EQUIPMENT REPORTED FAULTY**

Item	During a call out perform task below on equipment repaired
CCTV	<ol style="list-style-type: none"> <li>1. Clean and refocus repaired camera</li> <li>2. Check for a change on lighting levels and advise if lighting is required</li> <li>3. Check camera mountings for failure and tampering</li> <li>4. Visibly check cable for tampering and disrepair</li> <li>5. Check image quality and ensure that the camera is recording</li> <li>6. Check general status of camera and report imperfections</li> <li>7. If camera is a PTZ ensure that it is on pattern and able to be pan, tilt, zoom</li> <li>8. Ensure that the camera time in on synchronised</li> <li>9. Check battery backup and UPSs</li> <li>10. Cable tie loose cables</li> <li>11. Ping camera and check response time</li> <li>12. Backup databases</li> <li>13. Check status of all DVRs</li> <li>14. Check status of all NVRs</li> <li>15. Check status of the AMS</li> <li>16. Check status of power supplies and UPSs</li> <li>17. Check status of all workstations</li> <li>18. Check databases and storage facilities</li> </ol>
Access Control	<ol style="list-style-type: none"> <li>1. Ensure that the access controller repaired record events</li> <li>2. Access all RTU and interrogate for faults</li> <li>3. Back up Database</li> <li>4. Ensure that antivirus definitions are running</li> <li>5. Visibly inspect all cables for tampering and general disrepair</li> <li>6. Lubricate equipment where necessary</li> <li>7. Clean equipment</li> <li>8. Check status of all RTUs</li> <li>9. Check status of all MCUs</li> <li>10. Check status of ACP, TDEM, IOM, door contact and MCU</li> <li>11. Check status of card printer</li> <li>12. Check status of readers</li> <li>13. Check status of break glass, magnetic lock and door closer</li> <li>14. Check status of PSU and UPS</li> <li>15. Check status of boom gate, roller shutter and sliding gate</li> <li>16. Check status of opening and closing safety beams</li> <li>17. Check that portals can be locked and unlocked remotely</li> <li>18. Check data base and general system functionality</li> <li>19. Ensure that all systems are in synch in terms of time</li> <li>20. Database backup</li> </ol>
Mini Control rooms	<ol style="list-style-type: none"> <li>1. Ensure that the database is up to date and back it up</li> <li>2. Ensure servers are online and replicating data</li> <li>3. Ensure that the publisher server is online and replicating data</li> <li>4. Check status of data card printers</li> <li>5. Check status of the badging system</li> <li>6. Clean the equipment</li> <li>7. Visibly check cable for tampering and disrepair</li> <li>8. Ensure that the Starwatch application is running</li> <li>9. Ensure that the badging system connects to the server</li> </ol>

**Annexure G****Confirmation of Sites Tendered for.**

NAME OF SITE	REGION	AREA	CONFIRMATION (please tick only areas which you are tendering for)
96 Rissk	Central	Johannesburg	
39 Wolmaraans	Central	Johannesburg	
Inyanda 1	Central	Johannesburg	
Inyanda 2	Central	Johannesburg	
Inyanda 3	Central	Johannesburg	
Inyanda 4	Central	Johannesburg	
School of Rail	Central	Esselenburg	
Security Station	Central	Lansdown	
Loliwe House	Central	Durban Bayhead	
Security Station	Central	Polokwane	
Nzasm Building	Central	Pretoria	
Infra	Central	Leeuhof	
Secondary Tower	Central	Sentrand	
Admin Building	Central	City Deep	
Security Station	Western	Kimberly	
Transnet Park	Western	Cape Town, Bellville	
FC Sturrock	Western	Port Elizabeth	
Security station	Western	Bloemfontein	
Security station	Western	East London	
Security station	Eastern	Nelspruit	
Malale House	Eastern	Empangeni	
Security station	Eastern	Witbank	



**RFQ FOR THE REPAIRS OF ELECTRONIC ACCESS CONTROL AND CCTV SURVEILLANCE SYSTEMS AT SELECTED CORPORATE OFFICES NATIONALLY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF SIX (6) MONTHS**

**CLOSING VENUE: The office of the Secretariat, Transnet Freight Rail Acquisition Council, Ground Floor, Inyanda House 1, 21 Wellington Road, Parktown.**

**CLOSING DATE & TIME: 19 APRIL 2016**

**VALIDITY PERIOD: 29 AUGUST 2016**

**SECTION 2**

**EVALUATION CRITERIA AND RETURNABLE DOCUMENTS**

**1 Evaluation Criteria**

Transnet will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider, if so required:

Criterion/Criteria	Explanation
<b>Administrative responsiveness</b>	Completeness of response and returnable documents <ul style="list-style-type: none"> <li>Letter of good standing</li> <li>Detailed support strategy (repairs plan)</li> </ul>
<b>Substantive responsiveness</b>	Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given. <ul style="list-style-type: none"> <li>Proof of Company Registration with PSIRA to Design, Supply, Configure and Integrate security technology systems.</li> <li>Proof of Accreditation by a manufacturer as an authorised integrator of NICE Vision systems.</li> <li>Proof of Accreditation by a manufacturer as an authorised integrator of NICE Situator system.</li> <li>Proof of Accreditation by a manufacturer as an authorised integrator of Orsus PSIM system.</li> <li>Proof of Accreditation by a manufacturer as an authorised integrator as an authorised of Adpro CCTV system.</li> <li>Proof of Accreditation by a manufacturer as an authorised integrator of Starwatch access control system.</li> </ul>

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Respondent's Signature

Date & Company Stamp

<p><b>Technical Pre-Qualifying Criteria/ Functionality Threshold</b></p>	<p>As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that functionality is included as a threshold with a prescribed percentage threshold of 80%. Will be considered as part of the technical evaluation. Transnet reserves a right to lower the Technical threshold to 70%.</p> <ul style="list-style-type: none"> <li>• Number of Resources that will be allocated per region (Central, Eastern, Western)</li> <li>• Health and Safety Compliance</li> <li>• Risk Register and Business Continuity Plan</li> <li>• Previous or Similar assignments (Maximum 3 references)</li> <li>• Resumes of resources that would be allocated for the project (including certifications and qualifications)</li> </ul>
<p><b>Final weighted evaluation based on 90/10 preference point</b></p>	<ul style="list-style-type: none"> <li>• Pricing and price basis [firm]</li> <li>• B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Annexure A: B-BBEE Claim Form.</li> </ul>

**2 Validity Period**

Transnet desires a validity period of 90 [Ninety] Business Days from the 19 April 2016. This RFQ is valid until 21 August 2016.

**3 Disclosure of Prices Quoted**

Respondents must indicate here whether Transnet may disclose their quoted prices and conditions to other Respondents.

YES  NO

**4 Returnable Documents**

**Returnable Documents** means all the documents, Sections and Annexures, as listed in the tables below.

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

- a) Respondents are required to submit with their Quotations the **mandatory Returnable Documents**, as detailed below.

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp



**Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent’s disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.**

Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the tables below:

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 3 : Quotation Form	
ANNEXURE A: Technical Submission ( Other services that might be requested in addition to repairs)	
ANNEXURE B: Technical Submission (general checks on equipment reported faulty)	
ANNEXURE G: Confirmation of Sites Tendered for	
Proof of Company Registration with PSIRA to Design, Supply, Configure and Integrate security technology systems.	
Proof of Accreditation by a manufacturer as an authorised integrator of NICE Vision systems.	
Proof of Accreditation by a manufacturer as an authorised integrator of NICE Situator system.	
Proof of Accreditation by a manufacturer as an authorised integrator of Orsus PSIM system.	
Proof of Accreditation by a manufacturer as an authorised integrator as an authorised of Adpro CCTV system.	
Proof of Accreditation by a manufacturer as an authorised integrator of Starwatch access control system.	
Detailed support strategy (repairs plan)	

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b) In addition to the requirements of section (a) above, Respondents are further required to submit with their Quotations the following **essential Returnable Documents** as detailed below.

\_\_\_\_\_  
Respondent’s Signature

\_\_\_\_\_  
Date & Company Stamp



**Failure to provide all these Returnable Documents may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these documents are returned with their Quotations.**

Essential Returnable Documents	Submitted [Yes or No]
SECTION 2 : Evaluation criteria and list of returnable documents	
SECTION 4 : RFQ Declaration and Breach of Law Form	
Valid and original, or a certified copy, of your entity's B-BBEE Verification Certification as per the requirements stipulated in Annexure A: B-BBEE Claims Form Note: failure to provide these required documents at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
ANNEXURE C – B-BBEE Preference Points Claim Form	
ANNEXURE D – Integrity pact	
ANNEXURE E – General Bid Conditions	
ANNEXURE F – Non-Disclosure Agreement	

**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 Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

"PREVIEW COPY ONLY"

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp



**RFQ FOR THE PROVISION REPAIRS OF ELECTRONIC ACCESS CONTROL AND CCTV SURVEILLANCE SYSTEMS AT SELECTED CORPORATE OFFICES NATIONALLY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF SIX (6) MONTHS**

**ANNEXURE C: B-BBEE PREFERENCE POINTS CLAIM FORM**

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

**1. INTRODUCTION**

- 1.1 A total of ..... preference points shall be awarded for B-BBEE Status Level of Contribution.
- 1.2 Failure on the part of a Bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**] or a Registered Auditor approved by the Independent Regulatory Board of Auditors [**IRBA**] or an Accounting Officer as contemplated in the Close Corporation Act [**CCA**] together with the bid will be interpreted to mean that preference points for B-BBEE Status Level of Contribution are not claimed.
- 1.3 Transnet 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 Transnet.

**2. GENERAL DEFINITIONS**

- 2.1 **"all applicable taxes"** include value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status 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;
- 2.4 **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by Transnet for the provision of goods, works or services;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 [Act No. 53 of 2003];
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can utilised have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by Transnet;



- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 [five] million or less as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of R10 [ten] million or less as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928;
- 2.10 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs and excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined forms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes reference to a juristic person;
- 2.14 **"QSE"** means any enterprise with an annual total revenue between R5 [five] million and R35 [thirty five] million as per the 2007 version of the B-BBEE Codes of Good Practice and means any enterprise with an annual total revenue of between R10 [ten] million and R50 [fifty] million as per the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928
- 2.15 **"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;
- 2.16 **"subcontract"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.18 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The Bidder obtaining the highest number of total points for the evaluation criteria as enumerated in Section 2 of the RFP will be awarded the contract, unless objective criteria justifies the award to another bidder.

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 Respondent's Signature

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 Date & Company Stamp



- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored will be rounded off to 2 [two] decimal places.
- 3.4 In the event of equal points scored, the Bid will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Bid will be the one scoring the highest score for functionality.
- 3.6 Should two or more Bids be equal in all respect, the award shall be decided by the drawing of lots.

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

- 4.1 In terms of the Preferential Procurement Regulations, 2011, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points [Maximum 10]
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 4.2 Bidders who qualify as EMEs in terms of the 2007 version of the Codes of Good Practice must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EME's with B-BBEE Status Level Certificates.
- 4.3 Bidders who qualify as EMEs in terms of the Revised Codes of Good Practice issued on 11 October 2013 in terms of Government Gazette No. 36928 are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R10 million or less and the entity's Level of Black ownership.
- 4.4 In terms of the 2007 version of the Codes of Good Practice, Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating

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 Respondent's Signature

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 Date & Company Stamp

their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

- 4.5 The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a transitional period ending 30 April 2015. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.
- 4.6 As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 1 May 2015. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.
- 4.7 In terms of the Revised Codes of Good Practice, Bidders who qualify as OSEs must comply with all the elements of B-BBEE for the purposes of measurement. OSEs that are at least 51% or 100% Black owned are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership. Large enterprises must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.8 A trust, consortium or joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- 4.9 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.10 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.11 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 subcontracting more than 25% [twenty-five per cent] of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.
- 4.12 A person awarded a contract may not subcontract more than 25% [twenty-five per cent] 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 subcontracted to an EME that has the capability and ability to execute the subcontract.
- 4.13 Bidders are to note that in terms of paragraph 2.6 of Statement 000 of the Revised Codes of Good



Practice issued on 11 October 2013 in terms of Government Gazette No. 36928, any representation made by an entity about its B-BBEE compliance must be supported by suitable evidence or documentation. As such, Transnet reserves the right to request such evidence or documentation from Bidders in order to verify any B-BBEE recognition claimed.

**5. B-BBEE STATUS AND SUBCONTRACTING**

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

B-BBEE Status Level of Contributor \_\_\_\_\_ = \_\_\_\_\_ [maximum of 10 points]

Note: Points claimed in respect of this paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1 above and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit in the case of an EME or QSE.

**5.2 Subcontracting:**

Will any portion of the contract be subcontracted? YES/NO [delete which is not applicable]

If YES, indicate:

- (i) What percentage of the contract will be subcontracted? .....%
- (ii) The name of the subcontractor.....
- (iii) The B-BBEE status level of the subcontractor .....
- (iv) Is the subcontractor an EME? YES/NO

**5.3 Declaration with regard to Company/Firm**

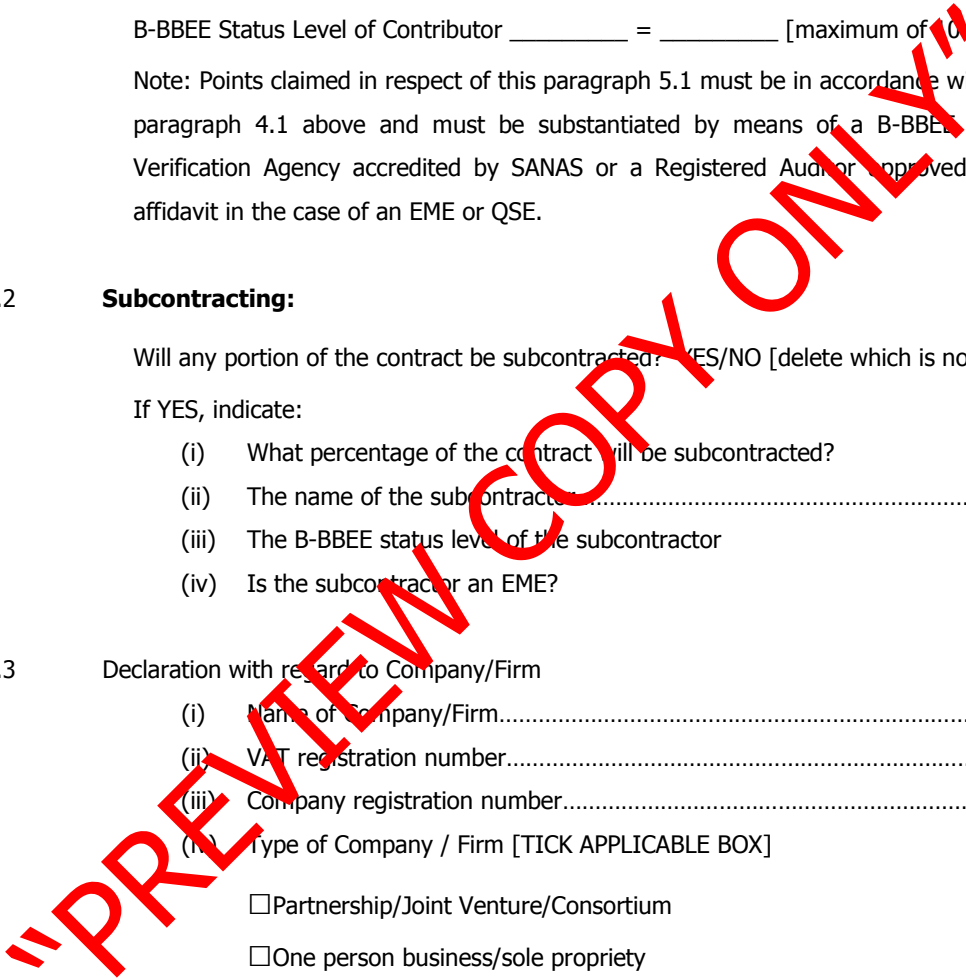
- (i) Name of Company/Firm.....
- (ii) VAT registration number.....
- (iii) Company registration number.....
- (iv) Type of Company / Firm [TICK APPLICABLE BOX]

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

(v) Describe Principal Business Activities

.....  
 .....

(vi) Company Classification [TICK APPLICABLE BOX]



Respondent's Signature

Date & Company Stamp



- Manufacturer
- Supplier
- Professional Service Provider
- Other Service Providers, e.g Transporter, etc
- (vii) Total number of years the company/firm has been in business.....

**BID DECLARATION**

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the company/firm, certify that points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4 above, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 6 above, the contractor may be required to furnish documentary proof to the satisfaction of Transnet that the claims are correct.
- (iii) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Transnet 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) restrict the Bidder or contractor, its shareholders and directors, and/or associated entities, or only the shareholders and directors who acted in a fraudulent manner, from obtaining business from Transnet for a period not exceeding 10 years, after the *jud. alteram partem* [hear the other side] rule has been applied; and/or
  - (e) forward the matter for criminal prosecution.

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**WITNESSES:**

- 1. ....
- 2. ....

SIGNATURE OF BIDDER

DATE:.....

COMPANY NAME: .....

ADDRESS:.....

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp



**SECTION 3  
QUOTATION FORM**

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

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

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

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

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

**Price Schedule**

I/We quote as follows for the goods required, on a “delivered nominated destination” basis, excluding VAT:

Labour and rates shall be completed as per the schedule of pricing schedule below:-

Rates Per Discipline				
Position	Normal Hours 07:00 – 17:00	After Hours	Weekends	Sundays and Holidays
Operations Manager				
Technical Specialist				
Technician				
Travel per kilometer				

\_\_\_\_\_  
Respondent’s Signature

\_\_\_\_\_  
Date & Company Stamp



Mark-up on spare procurement	
Value of item or service	Mark-up percentage
R0 to R 5 000	
R 5 001 to R10 000	
R 10 001 to R 50 000	
Over R50 000	

**Delivery Lead-Time from date of purchase order.** \_\_\_\_\_ **[days/weeks]**

**Notes to Pricing:**

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being disqualified.

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.

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

- 1. Specifications and drawings included in this RFQ - if applicable; and
- 2. The following documents all of which are available on Transnet’s website or upon request:
  - 2.1. General Bid Conditions;
  - 2.2. Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet;
  - 2.3. Supplier Integrity Pact;
  - 2.4. Non-disclosure Agreement; and

\_\_\_\_\_  
Respondent’s Signature

\_\_\_\_\_  
Date & Company Stamp



2.5. Vendor Application Form and all supporting documents (first time vendors only)

Alternatively, for all existing vendors, please provide vendor number(s) here:

Transnet Operating Division	Unique Vendor Number	Yes / No
Transnet Group		
TFR, etc.		

In the Yes/No column above, please confirm that all the information e.g. company address and contact details, banking details etc. are still correct as at the time of allocation of the vendor number(s). Alternatively, Respondents are required to provide the updated information with their bid submission.

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: \_\_\_\_\_

"PREVIEW COPY ONLY"

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp



**SECTION 4**

**RFQ DECLARATION AND BREACH OF LAW FORM**

NAME OF ENTITY: \_\_\_\_\_

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

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Request for Quotation [RFQ];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and has had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price;
4. at no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;
5. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner; and
6. furthermore, 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.
7. In addition, we declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of the Transnet Group.
8. If such a relationship as indicated in paragraph 6 and/or 7 exists, the Respondent is to complete the following section:

"PREVIEW COPY ONLY"

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp



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

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

Indicate nature of relationship with Transnet:

\_\_\_\_\_  
\_\_\_\_\_

*[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet.]*

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

**BREACH OF LAW**

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

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

NATURE OF BREACH:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF BREACH: \_\_\_\_\_

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

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

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp



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 _____

"PREVIEW COPY ONLY"

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp



**SECTION 5:**

**CERTIFICATE OF ATTENDANCE OF COMPULSORY SITE MEETING**

**COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING VENUE:**

Venue : **15 Girton Road Inyanda House 2 Bombela boardroom**  
Time : **09:00 AM**  
Date : **07 April 2016**

**ATTENDANCE CERTIFICATE**

This is to certify that .....

Representative(s) of..... [Name of entity]

Have/has attended the site meeting / RFQ briefing in respect of the proposed Goods to be supplied in terms of this RFQ.

\_\_\_\_\_  
TRANSNET'S REPRESENTATIVE

\_\_\_\_\_  
RESPONDENT'S REPRESENTATIVE

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

EMAI: \_\_\_\_\_

**VERY IMPORTANT**

**BIDDERS WHO DID NOT ATTEND COMPULSORY BRIEFING SESSION WILL AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDING PROCESS.**

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp



**ANNEXURE D**

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

**INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

**"PREVIEW COPY ONLY"**

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date & Company Stamp



## 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.

## 5 OBJECTIVES

- 5.1** 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.

## 6 COMMITMENTS OF TRANSNET

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

- 6.1** 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.
- 6.2** 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.

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 Respondent's Signature

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 Date & Company Stamp



- 6.3** 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.
- 6.4** Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

## 7 OBLIGATIONS OF THE BIDDER / SUPPLIER

- 7.1** 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.
- 7.2** The acceptance and giving of gifts may be permitted provided that:
- a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
  - b) many low retail value gifts do not exceed R 1 000 within a 12 month period;
  - c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
  - d) a Bidder / Supplier does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
  - e) a Bidder / Supplier does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
  - f) a Bidder / Supplier may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any bid evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and
  - g) a Bidder / Supplier may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.

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 Respondent's Signature

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 Date & Company Stamp





- 7.3** 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.
- 7.4** 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.
- 7.5** 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.
- 7.6** 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.
- 7.7** The Bidder / Supplier will not misrepresent fact 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.
- 7.8** The Bidder / Supplier shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.
- 7.9** The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## 8 INDEPENDENT BIDDING

- 8.1** For the purposes of that Certificate 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:
- has been requested to submit a Bid in response to this Bid invitation;
  - could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
  - provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.
- 8.2** 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.

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 Respondent's Signature

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- 8.3** In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- prices;
  - geographical area where Goods or Services will be rendered [market allocation];
  - methods, factors or formulas used to calculate prices;
  - the intention or decision to submit or not to submit, a Bid;
  - the submission of a Bid which does not meet the specifications and conditions of the RFP; or
  - bidding with the intention of not winning the Bid.
- 8.4** In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions of delivery particulars of the Goods or Services to which his/her Bid relates.
- 8.5** 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.
- 8.6** 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.
- 8.7** 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.

## 9 DISQUALIFICATION FROM BIDDING PROCESS

- 9.1** If the Bidder / Supplier has committed a transgression through a violation of section 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.
- 9.2** If the Bidder / Supplier has committed a transgression through a violation of section 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

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 Respondent's Signature

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 Date & Company Stamp



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.

- 9.3** 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.

## 10 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 10.1** All the stipulations around Transnet's blacklisting 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 blacklisting procedure.
- 10.2** Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 10.3** Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 10.4** A supplier or contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 10.5** Grounds for blacklisting 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) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

**10.6** Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

**10.7** Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

## 11 PREVIOUS TRANSGRESSIONS

**11.1** 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 (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 for any bidding process.

**11.2** 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.)

## 12 SANCTIONS FOR VIOLATIONS

**12.1** 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 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; and
- f) Exclude the Bidder / Supplier from entering into any bid with Transnet in future.

## 13 CONFLICTS OF INTEREST

**13.1** 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.

**13.2** 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.

**13.3** 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.

**13.4** 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.

#### **14 MONITORING**

**14.1** Transnet will be responsible for appointing an independent Monitor to:

- a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Bidder / Supplier for less than R100,000.000 (one hundred million Rand) in value;
- b) Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Bidder / Supplier for greater than R100,000.000 (one hundred million Rand) in value; and
- c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Bidder / Supplier, irrespective of value.

**14.2** The Monitor will be subjected to Transnet's Terms of Conditions of Contract for the Provision of Services to Transnet, as well as to Transnet's Supplier Code of Conduct.

#### **15 EXAMINATION OF FINANCIAL RECORDS, DOCUMENTATION AND/OR ELECTRONIC DATA**

For the purpose of Monitoring, as stipulated above, the Monitor shall be entitled to:

- a) Examine the financial records, documentation and or electronic data of the Bidder / Supplier / Transnet. The Bidder / Supplier / Transnet shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.



## 16 DISPUTE RESOLUTION

**16.1** 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 blacklisting process as mentioned in paragraph 10 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.

## 17 GENERAL

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

**17.2** 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.

**17.3** 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.

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

**17.5** 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 E**

**GENERAL BID CONDITIONS - SERVICES**

**[March 2015]**

**"PREVIEW COPY ONLY"**

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Respondent's Signature

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Date & Company Stamp

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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:

- a. **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- b. **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- c. **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- d. **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- e. **RFP** shall mean Request for Proposal;
- f. **RFQ** shall mean Request for Quotation;
- g. **RFX** shall mean RFP or RFQ, as the case may be;
- h. **Services** shall mean the services required by Transnet as specified in its Bid Document;
- i. **Service Provider** shall mean the successful Respondent;
- j. **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;
- k. **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- l. **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. SUBMISSION OF BID DOCUMENTS

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.

Bids shall be delivered in a sealed envelope in accordance with the instructions indicated in the Bid Documents with the Bid number and subject marked on the front of the envelope.

The Respondent's return address must be stated on the reverse side of the sealed envelope.

## 4. USE OF BID FORMS

1. Where special forms 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 not in other forms or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.

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Respondent's Signature

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Date & Company Stamp

- a. Respondents must note that the original Bid forms must be completed for submission and not a reprocessed copy thereof.
- b. Only if insufficient space has been allocated for a particular response may a Respondent submit additional information under separate cover using its company's letterhead. This must be duly cross-referenced in the RFX.

#### **5. BID FEES**

- a. A non-refundable fee may be charged for Bid Documents, depending on the administrative cost of preparing and issuing such Bid Documents.
- b. Only Respondents that have paid the Bid fee and provided proof of payment when submitting their Bid will be considered.

#### **6. VALIDITY PERIOD**

- a. 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.
- b. 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 VISIT / BRIEFING SESSION**

Respondents may be requested to attend a site visit where it is considered necessary to view the site prior to the preparation of Bids, or when Transnet deems it necessary to provide Respondents with additional information relevant to the completion of their Bids. When such visits or sessions are indicated as compulsory in the Bid 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 RFX before the closing date, the Respondent must direct such queries to the contact person identified in the Bid Document.

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

After the closing date of a Bid [i.e. during the evaluation period] the Respondent may only communicate with the Chairperson or Secretary of the relevant Acquisition Council.

#### **10. UNAUTHORISED COMMUNICATION ABOUT BIDS**

Where Bids are submitted to the Secretary of an Acquisition Council, Respondents may at any time communicate with the Secretary on any matter relating to its Bid but, in the absence of written authority from the Secretary, no communication on a question affecting the subject of a Bid shall take place between

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Respondents or other potential service providers or any member of the Acquisition Council 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. POST TENDER NEGOTIATIONS**

Transnet reserves the right to conduct post tender negotiations with the preferred bidder or a shortlist of preferred bidders. Should Transnet decide to conduct post tender negotiations, bidders will be requested to provide their best and final offers to Transnet based on such negotiations. A final evaluation will be conducted in terms of 80/20 or 90/10 (whichever is applicable) and the contract will be negotiated and awarded to the successful bidder(s).

**12. 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.

**13. DEFAULTS BY RESPONDENTS**

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

- a. enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- b. accept an order in terms of the Bid;
- c. furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- d. comply with any conditions 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.

**14. 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 RFX.

**15. PRICES SUBJECT TO CONFIRMATION**

- a. Prices which are quoted subject to confirmation will not be considered.
- b. Firm prices quoted for the duration of any resulting order and/or contract will receive precedence over prices which are subject to fluctuation if this is in Transnet's best interests.

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Respondent's Signature

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Date & Company Stamp

**16. 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.

**17. EXCHANGE AND REMITTANCE**

- a. 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 Service Provider, effect payment overseas directly to the foreign principal of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- b. 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.
- c. 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 to whom payment is to be made.
- d. The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondent.
- e. 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 agreement on an overall Rand contract has been reached.
- f. 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**].

**18. ACCEPTANCE OF BID**

- a. Transnet does not bind itself to accept the lowest priced or any Bid.
- b. Transnet reserves the right to accept any Bid in whole or in part.
- c. 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.
- d. Where the Respondent has been informed by Transnet per fax message or email of the acceptance of its Bid, the acknowledgement of receipt transmitted shall be regarded as proof of delivery to the Respondent.

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Respondent's Signature

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**19. NOTICE TO UNSUCCESSFUL RESPONDENTS**

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 shall be informed of the name of the successful Respondent and of the reason as to why their Bids have not been successful.

**20. TERMS AND CONDITIONS OF CONTRACT**

- a. The 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.
- b. Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on its 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.

**21. CONTRACT DOCUMENTS**

- a. 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.
- b. 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 award / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- c. 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/Intent, shall constitute a binding contract until the final contract is signed.

**22. 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.

**23. 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

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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.

#### **24. CONTRACTUAL SECURITIES**

- a. 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 an advanced payment guarantee [APG] and/or a performance bond [Performance Bond], as the case may be, to be furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- b. 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.
- c. Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- d. The successful Respondent shall be required to submit to Transnet or Transnet's designated official the specified security document(s) within 30 [thirty] calendar days from the date of signature of the contract. Failure to return the securities within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Service Provider to cancel the contract with immediate effect.
- e. Additional costs incurred by Transnet necessitated by reason of default on the part of the Service Provider in relation to the conditions of this clause 24 will be for the account of the Service Provider.

#### **25. DELETION OF ITEMS TO BE EXCLUDED FROM BID**

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

#### **26. VALUE-ADDED TAX**

- a. In respect of local Services, i.e. Services to be rendered in the Republic of South Africa, the prices quoted by the Respondent are to be exclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.
- b. In respect of foreign Services rendered:
  - i. 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
- c. 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.

#### **27. IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT**

##### **a. Method of Payment**

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.

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However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.

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.

The Respondent must, therefore, in the first instance, tender strictly in accordance with clause a0 above. Failure to comply with clause a0 above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Service Provider**], where applicable, shall be required to furnish a guarantee covering any advance payments, as set out in clause 24 above [*Contractual Securities*].

**b. 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 from the date of receipt by Transnet of the 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 in terms of the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional discount period will be recalculated from the date of receipt of the correct documentation.

**28. DELIVERY REQUIREMENTS**

**a. Period Contracts**

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

**c. Emergency Demands as and when required**

If, due to unforeseen circumstances, the rendering of the Services covered by the Bid are required at short notice for immediate delivery, the 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 services 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 Services*" section in the Terms and Conditions of Contract will not be applicable in these circumstances.

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Respondent's Signature

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**29. SPECIFICATIONS AND COPYRIGHT****d. Specifications**

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 the Services strictly in accordance with the specifications supplied by Transnet.

**e. Copyright**

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

**30. BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS**

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

b. 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.

c. 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.

d. 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.

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.

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

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.



The Power of Attorney must authorise the South African representative or agent to choose

the *domicilium citandi et executandi* as provided for in the Terms and Conditions of Contract.

e. If payment is to be made in South Africa, the foreign 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]:

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

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.

### 31. CONFLICT WITH BID DOCUMENT

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

### 32. TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

b. Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "prima facie" (i.e. on the face of it) case has been established.

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

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

e. Grounds for blacklisting 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:

- i) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
- j) 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;
- k) has carried out any contract resulting from such bid in an unsatisfactory manner or has breached any condition of the contract;

- l) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- m) 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;
- n) has made any incorrect statement in a certificate or other communication with regard to the Service or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
- (iii) he made the statement in good faith honestly believing it to be correct; and
  - (iv) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- o) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- p) has litigated against Transnet in bad faith.
- f. Transnet recognizes that trust and good faith are pivotal to its relationship with its suppliers. When a dispute arises between Transnet and its 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, 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 commits perjury either in giving evidence or on affidavit;
  - c) Scurrilous allegations. Where a supplier makes allegations regarding a senior Transnet employee which are without a proper foundation, scandalous, abusive or defamatory.
  - d) Abuse of court process. When a supplier abuses the court process in order to gain a competitive advantage during a bid process.
- g. Where any person or Enterprise has been found guilty by a court of law, tribunal or other administrative body of a serious breach of any law, during the preceding 5 Years, such person/Enterprise may also be blacklisted. Serious breaches of the law would include but are not limited to corruption, fraud, theft, extortion, or contraventions of the Competition Act 89 of 1998 (e.g. collusive tendering). This process excludes minor convictions such as traffic offences or personal disagreements between parties which have no bearing on the business operations of the person or Enterprise.

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- h. Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.
- i. Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.
- j. Any person or enterprise or company against whom a decision to blacklist has been taken, may make representations to the Chief Financial Officer of Transnet SOC Ltd, whose decision shall be final.

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**"PREVIEW COPY ONLY"**

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**ANNEXURE F**

**NON DISCLOSURE AGREEMENT - SERVICES**

**[March 2015]**

**"PREVIEW COPY ONLY"**

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Respondent's Signature

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Date & Company Stamp

**THIS AGREEMENT is made between**

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

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

**and**

**the Company as indicated in the 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:
  - a) 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
  - b) 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

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Respondent's Signature

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- c) 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:

- a) 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
- b) 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 b) 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:

- a) return all written Confidential Information [including all copies]; and
- b) 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 b) 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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