

TRANSNET FREIGHTRAIL

an Operating Division of **TRANSNET SOC LTD**

[Registration No. 1990/000900/30]

EXPRESSION OF INTEREST

**FOR THE PROVISION OF AN INDOOR ADVERTISING AND INTERNAL
COMMUNICATIONS SOLUTION
FOR A PERIOD OF TEN (10) YEARS**

EOI NUMBER

HOAC-HO 20156

ISSUE DATE:

24 FEBRUARY 2016

BRIEFING DATE:

03 MARCH 2016

VENUE:

INYANDA BUILDING NO.2:

15 GIRTON ROAD MBOMBELA

BOARD ROOM GROUND FLOOR

TIME OF THE MEETING:

10:00 AM

CLOSING DATE:

15 MARCH 2016

CLOSING TIME:

10:00 AM

PROPOSALS VALIDITY PERIOD: 02 AUGUST 2016

**FOR DIRECTIONS / TECHNICAL INFORMATION: CONTACT BENJY MSIBI 011 544 9752
/ 078 099 0011**

ALTERNATIVELY CONTACT: ELIJAH MANANA 011 584 1143

SCHEDULE OF EOI DOCUMENTS

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 Respondent's Signature

 Date & Company Stamp

**FOR THE PROVISION OF AN INDOOR ADVERTISING AND INTERNAL COMMUNICATIONS SOLUTION
FOR A PERIOD OF TEN (10) YEARS**

Section 1

NOTICE TO RESPONDENTS

1 INVITATION TO RESPONDENT

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

DESCRIPTION	INDOOR ADVERTISING AND INTERNAL COMMUNICATIONS SOLUTION [the Services]
PROPOSAL FEE AND BANKING DETAILS	This EOI document is issued free of charge.
COLLECT DOCUMENTS FROM	The office of the Secretariat, Ground Floor Inyanda 1 21 Wellington Road Parktown, JHB
ISSUE DATE AND COLLECTION DATE DEADLINE	Between 08:00 and 15:00 from 24 February 2016 until 02 nd March 2016.
COMPULSORY BRIEFING SESSION	Yes Refer to paragraph 2 for details.
CLOSING DATE	10:00 on Tuesday 15 March 2016 Respondents must ensure that proposals are delivered timeously to the correct address. As a general rule, if a proposal is late or delivered to the incorrect address, it will not be accepted for consideration.
VALIDITY PERIOD	90 Business Days from Closing Date Respondents are to note that they may be requested to extend the validity period of their proposal, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.

Any additional information or clarification will be faxed or emailed to all Respondents, if necessary.

2 FORMAL BRIEFING

A compulsory EOI briefing will be conducted at **Inyanda Building No.2, 15 Girton Road, Parktown** on the **03rd March 2016**, at **10:00 AM** for a period of ± 1 and $1/2$ hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 *A Certificate of Attendance in the form set out in Section 5 page 53 hereto must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** EOI briefing.*
- 2.2 Respondents failing to attend the compulsory EOI briefing will be disqualified.

Respondent's Signature

Date & Company Stamp



- 2.3 The briefing session is compulsory. Transnet will not be held responsible if any Respondent who did not attend the **compulsory** session subsequently feels disadvantaged as a result thereof.
- 2.4 Respondents without a valid EOI document in their possession will not be allowed to attend the EOI briefing.

3 PROPOSAL SUBMISSION

Proposals must be submitted in a sealed envelope addressed as follows:

The Secretariat, Transnet Freight Rail Acquisition Council

EOI No: HOAC-HO 20156

Description: FOR THE PROVISION OF INDOOR ADVERTISING AND INTERNAL COMMUNICATION SOLUTION FOR A PERIOD OF FOR A PERIOD OF TEN (10) YEARS.

Closing date and time: 15 MARCH 2016 at 10:00 AM

Closing address *[Refer to options in paragraph 4 below]*

All envelopes must reflect the return address of the Respondent on the reverse side.

4 DELIVERY INSTRUCTIONS FOR EOI

4.1 Delivery by hand

If delivered by hand, the envelope must be deposited in the Transnet tender box which is located at the main entrance of the Inyanda Building No.1: 21 Wellington Road, Parktown, Johannesburg, and must be addressed as follows:

THE SECRETARIAT

TRANSNET ACQUISITION COUNCIL

TENDER BOX

GROUND FLOOR

INYANDA HOUSE 1

21 WELLINGTON RD,

PARKTOWN

JOHANNESBURG 2001

The measurements of the "tender slot" are 400mm wide x 100mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 3 above.

- a) It should also be noted that the above tender box which is located at the main entrance of the Inyanda Building No.1:21 Wellington Road, Parktown, Johannesburg and is accessible to the public 24 hours a day, 7 days a week.

Respondent's Signature

Date & Company Stamp



4.2 **Dispatch by courier**

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Transnet Acquisition Council and a signature obtained from that Office:

GROUND FLOOR

INYANDA HOUSE 1

21 WELLINGTON RD,

PARKTOWN, JOHANNESBURG 2001

If responses are not delivered as stipulated herein, such responses will not be considered.

- 4.3 No email or faxed responses will be considered, unless otherwise stated herein.
- 4.4 The responses to this EOI will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
- 4.5 Envelopes must not contain documents relating to any EOI other than that shown on the envelope.

4.1 **B-BBEE Joint Ventures or Consortiums**

Respondents who would wish to respond to this EOI as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their EOI submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this EOI process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

Respondents are to note the requirements for B-BBEE compliance of JVs or consortiums as required by Section 7 [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 for the JV or a certified copy thereof at the Closing Date of this EOI will result in a score of zero being allocated for B-BBEE.

4.2 **Subcontracting**

Transnet fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators¹.

If contemplating subcontracting, please note that a Respondent will not be awarded points for B-BBEE if it is indicated in its Proposal that such Respondent intends subcontracting more than 25% [twenty-

Respondent's Signature

Date & Company Stamp



five percent] of the value of the contract to an entity/entities that do not qualify for at least the same points that the Respondent qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

A person awarded a contract may not subcontract more than 25% [twenty-five percent] 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.

The commitments made by the successful Respondents will be incorporated as a term of the contract and monitored for compliance.

5 COMMUNICATION

- 5.1 For specific queries relating to this EOI, an EOI Clarification Request Form should be submitted to [Elijah Manana] before **10:00 on 15 March 2016**, substantially in the form set out in Section 12 hereto. In the interest of fairness and transparency Transnet's response to such a query will then be made available to the other Respondents who have collected EOI documents. For this purpose Transnet will communicate with Respondents using the contact details provided to the Secretariat on issue of the proposal documentation to the Respondent. Kindly ensure that you provide the Secretariat with the **correct** contact details, as Transnet will not accept responsibility for being unable to contact a respondent who provided incorrect contact details.

After the closing date of the EOI, a Respondent may only communicate with the Secretariat of the Transnet **Acquisition Council, at telephone number 011 544 9486**, email: Prudence.Nkabinde@transnet.net or facsimile number 011 774 9760 on any matter relating to its EOI Proposal.

For enquiries with regards to collection of document, please contact the TFR representative below.

Name: Anthony Erasmus

Telephone: 011 584 9231 or 011 584 9230

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

Respondents are warned that a Proposal may be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer or employee of Transnet in respect of this EOI between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with Transnet in the future.

6 CONFIDENTIALITY

- 6.1 All information related to this EOI is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated

Respondent's Signature

Date & Company Stamp



with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services , which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

7 INSTRUCTIONS FOR COMPLETING THE EOI

- 7.1 Proposals must be submitted in duplicate hard copies [1 original and 1 copy] and must be bound.
- 7.2 Sign one set of original documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set must be a copy of the original signed Proposal.
- 7.3 Both sets of documents are to be submitted to the address specified in paragraph 4 above, and Respondent must ensure that the original and copies (where applicable) are identical in all respects as Transnet will not accept any liability for having disqualified a respondent for failing to provide a mandatory returnable document in either the original or the copy of the EOI, albeit that it was included in the other.
- 7.4 A copy of the EOI Proposal must be submitted. Please provide proposals in MS Word, noting that the signed original set will be legally binding.
- 7.5 **All returnable documents tabled in the Proposal Form [Section 3] must be returned with your Proposal.**
- 7.6 Unless otherwise expressly stated, all Proposals furnished pursuant to this EOI shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 7.7 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to EOI Prices] of the General EOI Conditions, alterations, additions or deletions must not be made by the Respondent to the actual EOI documents.

Respondent's Signature

Date & Company Stamp

**8 COMPLIANCE**

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

9 DISCLAIMERS

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

- 9.1 modify the EOI's Services and request Respondents to re-submit proposals on any such changes;
- 9.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 9.3 disqualify Proposals submitted after the stated submission deadline [Closing Date];
- 9.4 reject all Proposals, if it so decides;
- 9.5 withdraw the EOI on good cause shown;
- 9.6 sign a contract in connection with this Proposal at any time after the EOI's closing date;
- 9.7 should a contract be signed 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 undertake post-tender negotiations [PTN] with selected Respondents or any number of short-listed Respondents, such PTN to include, at Transnet's option, any evaluation criteria listed in this EOI document.

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

Should the preferred respondent 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 ranked respondent, provided that he/she is still prepared to provide the required goods at the quoted price.

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

10 LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

Transnet urges its clients, suppliers and the general public

to report any fraud or corruption to

TIP-OFFS ANONYMOUS : 0800 003 056

Respondent's Signature

Date & Company Stamp

FOR THE PROVISION OF AN INDOOR ADVERTISING AND INTERNAL COMMUNICATIONS SOLUTION

FOR A PERIOD OF TEN (10) YEARS

Section 2

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

TFR has in excess of 45000 employees that are spread throughout the country. It has become a difficult task to reach every employee at the same time. Traditional tools like print and electronic communiques have proven to be inadequate because of the different staff profiles in terms of education levels, job levels and limited access to electronic tools. A communication solution to reach all staff across all levels is therefore needed.

2 EXECUTIVE OVERVIEW

TFR has identified the need for a solution that will assist in alleviating the shortcomings of the current traditional communication tools while generating income through selling advertising space. The internal communication solution will be used to broadcast various internal messages such as operations information, notices, announcements, volume communication, live broadcasts, pre-recorded content, banner ads and streamlined messages. Numerous Digital LCD screens will be placed in strategically positioned areas such as reception areas, pause areas, change rooms, bathrooms, eating areas, change areas, depots, yards etc.

3 SCOPE OF REQUIREMENTS

- The service provider is expected to implement an internal communications solution to provide for all staff across South Africa.
- The service provider is expected to sell advertising space to generate own revenue
- The service provider and TFR will share the revenue generated from the advertising through a 15/85% split.
- The service provider is expected to supply all hardware and software at their own costs
- The screens are to be implemented nationally in all TFR buildings
- The screens must have streaming capability (split viewing) according to areas
- The screens must segment information according to regions
- The information should be controlled from a central control room
- The solution should be able to send content updates to screens within minutes
- The system should not be linked to TFR LAN network
- The service provider will own and maintain all the hardware and software.
- The information should be sent via 3G from central control room to all screens nationally, allowing information to be played in real time if needed.

Respondent's Signature

Date & Company Stamp

- Provision must be made to broadcast uninterrupted delayed live content and pre-recorded presentations

4 GENERAL SERVICE PROVIDER OBLIGATIONS

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

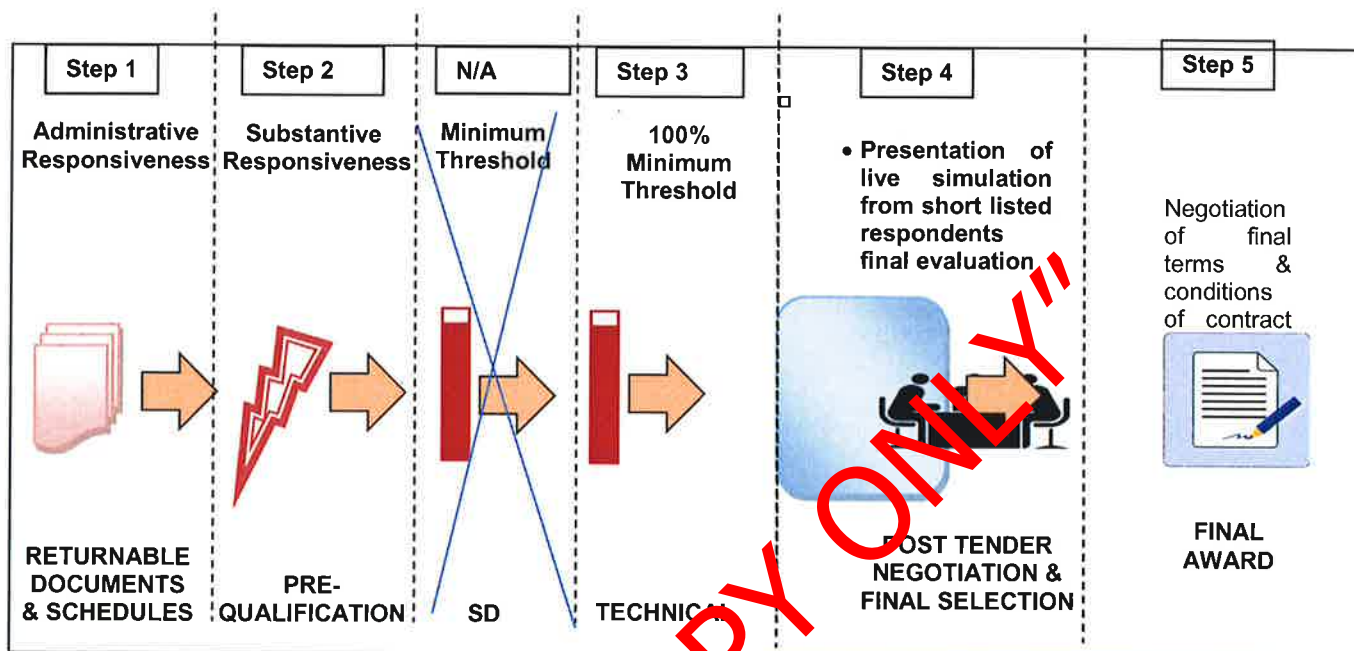
"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

5 EVALUATION METHODOLOGY

Transnet will utilise the following methodology and criteria in selecting a preferred Service Provider, if so required:



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

5.1 STAGE ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	EOI Reference
• Whether the Proposal has been lodged on time	Section 1 paragraph 3
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	Section 3
• Verify the validity of all returnable documents	Section 3

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

Respondent's Signature

Date & Company Stamp

5.2 STAGE TWO: Test for Substantive Responsiveness to EOI - Mandatory

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

Check for substantive responsiveness	EOI Reference
<ul style="list-style-type: none"> Whether any general pre-qualification criteria set by Transnet, have been met: <p>Respondents (Media Management companies) must submit proposal as an expression of interest to partner with TFR on a revenue sharing opportunity through an Indoor Advertising and Internal Communications Solutions income / revenue generation initiative.</p> <p>The proposal submitted must entail the following:</p> <ol style="list-style-type: none"> Previous work done on similar projects; Examples of scheduling done for clients with contactable references; The proposed system and functionality; Provide your company's health and safety plan; Provide a three year audited financial statement. 	<i>Section 2 – Background, Overview and the Scope of Requirement</i>
Failure to submit the above mention documents will result in proposal not considered for further evaluation	

5.3 STAGE THREE: Minimum Threshold 100% for Technical / Functionality Criteria

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

Technical Criteria	Scoring Criteria	Weighted Scoring	% Weightings
Understanding of the scope of requirements and the knowledge of the industry giving a clear methodology of the given task as well as adequacy of the proposed work plan and methodology in responding to Technical Operational Requirement (TOR) detailed technical proposal	The proposed system and functionality		100
	<ul style="list-style-type: none"> Background and clear knowledge and understanding of industry and the scope of requirement 	30	
	<ul style="list-style-type: none"> Detailed technical proposal, Adequacy of the proposed work plan and methodology in responding to Technical Operational requirement (TOR), and detailed technical proposal 	50	
	Examples of scheduling done for clients with contactable references	10	
	Previous work done on similar projects	10	

Total Weighting: 100%

Minimum qualifying score required: 100%

Respondent's Signature

Date & Company Stamp

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

5.4 STAGE FOUR: Presentation of live simulation from short listed respondents for final evaluation

Presentation (Technical /functionality)

Short listed Respondents will be invited to come and do a Presentation on the following:

Evaluation /Scoring Criteria	Weighted Scoring	% Weightings
Demonstrate screens streaming capability to do split viewing according to areas	25	100
The screens ability to segment information according to regions	25	
The solution ability to send content updates to screens within minutes	25	
Provision must be made to broadcast uninterrupted delayed live content and pre-recorded presentation	25	
Total Weighting	100	
Minimum qualifying score required	100	

6 STAGE FIVE: Post Tender Negotiations and Signing of an agreement

Transnet reserves the right to conduct post tender negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations.

Transnet will negotiate the final terms and condition of the contract with the successful Respondent(s). Thereafter the final contract will be signed off with the successful Respondent

Respondent's Signature

Date & Company Stamp

**IMPORTANT NOTICE TO RESPONDENTS**

Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of EOIs exceeding R5million [five million S.A. Rand] in value. Should a Respondent have any material concern regarding an EOI process which meets this threshold, a complaint may be lodged with the Ombudsman for further investigation. The Ombudsman reserves the right to refer the complaint to an external service provider for investigation.

It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference OF the Ombudsman which are available for review at Transnet's website www.transnet.net.

An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombuds@transnet.net.

For transactions below the abovementioned threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division/Specimen Unit.

Respondents are to note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a Respondent on its List of Excluded Respondents.

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

FOR THE PROVISION OF AN INDOOR ADVERTISING AND INTERNAL COMMUNICATIONS SOLUTION
FOR A PERIOD OF TEN (10) YEARS
1 SERVICE LEVELS

- 1.1 An experienced national account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 1.2 Transnet will have quarterly reviews with the Service provider's account representative on an on-going basis.
- 1.3 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 1.4 The Service provider guarantees that it will achieve a 95% [ninety five percent] service level on the following measures:
- a) Random checks on compliance with quality/quantity/specifications
 - b) On-time delivery
- If the Service provider does not achieve this level as an average over each quarter, Transnet will receive a 1.5% [one and a half percent] rebate on quarterly sales payable in the next quarter
- 1.5 The Service provider must provide a telephone number for customer service calls.
- 1.6 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet; giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

YES	
-----	--

NO	
----	--

2 TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES

- 2.1 Respondents shall indicate whether they would be committed, for the duration of any contract which may be awarded through this EOI process, to participate with Transnet in its continuous improvement initiatives to reduce the total cost of ownership [TCO], which will reduce the overall cost of transportation services and related logistics provided by Transnet's operating divisions within South Africa to the ultimate benefit of all end-users.

Accepted:

YES	
-----	--

NO	
----	--

If "yes", please specify details in paragraph 6.2 below.

Respondent's Signature

Date & Company Stamp

- 2.2 Respondents must briefly describe their commitment to TCO and continuous improvement initiatives and give examples of specific areas and strategies where cost reduction initiatives can be introduced. Specific areas and proposed potential savings percentages should be included. Additional information can be appended to the Respondent's Proposal if there is insufficient space available below.

3 RISK

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

3.1 **Quality and specification of Services delivered:**

3.2 **Continuity of supply:**

3.3 **Compliance with the Occupational Health and Safety Act, 85 of 1993:**

4 REFERENCES

Please indicate below a minimum of three company names and contact details of previous and existing customers whom Transnet may contact to seek third party evaluations of your service levels:

NAME OF COMPANY	CONTACT PERSON	TELEPHONE

Respondent's Signature

Date & Company Stamp

Please provide a minimum of three reference letters of previous and/or existing customers.

5 FINANCIAL STABILITY

Respondents are required to submit their latest audited financial statements for the past 3 years with their Proposal in order to enable Transnet to establish financial stability.

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

FOR THE PROVISION OF AN INDOOR ADVERTISING AND INTERNAL COMMUNICATIONS SOLUTION
FOR A PERIOD OF TEN (10) YEARS
Section 3
PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

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

carrying on business trading/operating as _____

represented by _____

in my capacity as _____

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

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

I/We hereby offer to supply the abovementioned Services at the rates after signing of the agreement in accordance with the terms set forth in the documents listed in the accompanying expression of interest documents.

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

- (i) Terms and Conditions of Contract - Services and Master Agreement;
- (ii) General EOI Conditions – Services ; and
- (iii) any other standard or special conditions mentioned and/or embodied in this Expression of Interest.

 Respondent's Signature

 Date & Company Stamp

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

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

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

I/We accept that any contract resulting from this offer will be for a period of ten years only.

Furthermore, I/we agree to a penalty clause/s to be negotiated with Transnet, which will allow Transnet to invoke a penalty against us for non-compliance with material terms of this EOI including the delayed delivery of the Services due to non-performance by ourselves. A penalty of up to 100% of the outstanding portion of the Supplier Development commitment will be applied and Transnet reserves the right to set this off against any payment due to the Respondent. In addition, I/we agree that non-compliance with any of the material terms of this EOI, including those mentioned above, will constitute a material breach of contract and provide Transnet with cause for cancellation.

ADDRESS FOR NOTICES

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

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

Name of Entity:

Facsimile:

Address:

Respondent's Signature

Date & Company Stamp

NOTIFICATION OF AWARD OF EXPRESSION OF INTEREST

As soon as possible after approval to award the contract(s), the successful Respondent [the Service provider] will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of the name of the successful Service provider and the reason as to why their Proposals have been unsuccessful, for example, in the category of substantive responsiveness, technical and functionality or for any other reason.

VALIDITY PERIOD

Transnet requires a validity period of 90 [ninety] Business Days [from closing date] against this EOI.

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

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

- (i) Registration number of company / C.C. _____
- (ii) Registered name of company / C.C. _____
- (iii) Full name(s) of director/member(s) Address/Addresses ID Number(s)
- _____
- _____
- _____

RETURNABLE DOCUMENTS

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent.

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

a) Mandatory Returnable Documents

Failure to provide all Mandatory Returnable Documents at the closing date and time of this tender will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these documents are returned with their Proposals.

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

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 2: Test for Substantive Responsiveness Respondents (Media Management companies) must submit proposal as an expression of interest to partner with TFR on a revenue sharing opportunity through an Indoor Advertising and Internal Communications Solutions income / revenue generation initiative. The proposal submitted must entail the following: 1. Historical background, previous work done on similar projects 2. Examples of scheduling for clients with contactable references 3. The proposed system and functionality	

Respondent's Signature _____

_____ Date & Company Stamp

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
4. Provide your company's health and safety plan 5. Provide a three year audited financial statement	
SECTION 2: Technical / Functionality Understanding of the scope / requirements and the knowledge of the industry giving a clear methodology of the given task as well as adequacy of the proposed work plan and methodology in responding to Technical Operational Requirement (TOR) detailed technical proposal	

b) **Essential Returnable Documents**

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

Failure to provide all essential Returnable Documents may result in a Respondent's disqualification at Transnet's sole discretion. Respondents are therefore urged to ensure that all these documents are returned with their Proposals.

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
SECTION 3: Proposal Form and List of Returnable documents	
<ul style="list-style-type: none"> - Valid and original or a certified copy, of your entity's B-BBEE Accreditation Certification as per the requirements stipulated in the B-BBEE Claims Form Section 7. Note: failure to provide these required documents at the closing date and time of the EOI will result in an automatic score of zero being allocated for preference 	
<ul style="list-style-type: none"> - In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement 	
<ul style="list-style-type: none"> - Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years 	
Original and valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
SECTION 4 : <ul style="list-style-type: none"> - General EOI conditions - EOI Integrity pact - EOI Non - disclosure agreement – services - EOI Declaration and Breach of Law Form 	
SECTION 5 : Certificate of attendance of compulsory EOI briefing	

Respondent's Signature

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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 EOI. 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.

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this EOI, 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.

Respondents furthermore agree that Transnet SOC Ltd shall recognise no claim from them for relief based on an allegation that they have overlooked any EOI/contract condition or failed to take it into account for the purpose of calculating their offered proposals or otherwise.

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

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

- 1 General EOI Conditions*
- 2 Supplier Integrity Pact*
- 3 Non-disclosure Agreement*

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

2 _____

Respondent's Signature

Date & Company Stamp

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

FOR THE PROVISION OF AN INDOOR ADVERTISING AND INTERNAL COMMUNICATIONS SOLUTION

FOR A PERIOD OF TEN (10) YEARS

Section 4

GENERAL EOI CONDITIONS - SERVICES

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

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7 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:

- 7.1 **Proposal** shall mean a Respondent's tendered response / proposal to a Transnet EOI
- 7.2 **EOI Document(s)** shall mean a reference to an Expression of Interest;
- 7.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 7.4 **Respondent(s)** shall mean a respondent to a EOI Document;
- 7.5 **EOI** shall mean Expression of Interest;
- 7.6 **Services** shall mean the services required by Transnet as specified in its EOI Document;
- 7.7 **Service Provider** shall mean the successful Respondent;
- 7.8 **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;
- 7.9 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 7.10 **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.

8 GENERAL

All EOI 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 EOI.

9 SUBMISSION OF EOI DOCUMENTS

- 9.1 A proposal, which shall hereinafter include reference to an EOI, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the EOI Documents. Late Proposals will not be considered.
- 9.2 Proposal shall be delivered in a sealed envelope in accordance with the instructions indicated in the proposal Documents with the proposal number and subject marked on the front of the envelope.
- 9.3 The Respondent's return address must be stated on the reverse side of the sealed envelope.

10 USE OF EOI FORMS

- 10.1 Where special forms are issued by Transnet for the submission of proposals, Respondents are required to submit their proposals 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 proposal.
- 10.2 Respondents must note that the original proposal forms must be completed for submission and not a reprocessed copy thereof.

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10.3 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 EOI.

11 EOI FEES: N/A

12 VALIDITY PERIOD

12.1 Respondents must hold their proposal valid for acceptance by Transnet at any time within the requested validity period after the closing date of the Proposal.

12.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their proposal 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.

13 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 proposal, or where Transnet deems it necessary to provide Respondents with additional information relevant to the compilation of their proposal. When such visits or sessions are indicated as compulsory in the proposal Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

14 CLARIFICATION BEFORE THE CLOSING DATE

Should clarification be required on any aspect of the EOI before the closing date, the Respondent must direct such queries to the contact person identified in the proposal Document.

15 COMMUNICATION AFTER THE CLOSING DATE

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

16 UNAUTHORISED COMMUNICATION ABOUT PROPOSALS

Where proposals are submitted to the Secretary of an Acquisition Council, Respondents may at any time communicate with the Secretary on any matter relating to its Proposal but, in the absence of written authority from the Secretary, no communication on a question affecting the subject of a proposal shall take place between 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 proposal and the date of the notification of the successful Respondent(s). A proposal, in respect of which any such unauthorised communication has occurred, may be disqualified.

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17 POST TENDER NEGOTIATIONS

Transnet reserves the right to conduct post tender negotiations with the preferred Respondent or a shortlist of preferred respondents. Should Transnet decide to conduct post tender negotiations, respondents will be requested to provide their best and final offers to Transnet based on such negotiations.

RETURNABLE DOCUMENTS

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

18 DEFAULTS BY RESPONDENTS

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

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

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other proposal or, if it is necessary to do so, call for proposal 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.

19 CURRENCY

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

20 PRICES SUBJECT TO CONFIRMATION

- 20.1 Proposals which are quoted subject to confirmation will not be considered.
- 20.2 Firm proposals 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.

21 ALTERATIONS MADE BY THE RESPONDENT TO EOI PRICES

All alterations made by the Respondent to its proposal price(s) prior to the submission of its proposal 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 respondent 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.

22 EXCHANGE AND REMITTANCE

- 22.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Service Provider, effect payment

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overseas directly to the foreign principal of such percentage of the contract or order value as may be stipulated by the Respondent in its proposal Documents.

- 22.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 22.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of EOI furnish the information called for in the *Exchange and Remittance* section of the EOI Documents and also furnish full details of the principals to whom payment is to be made.
- 22.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 22.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which agreement on an overall Rand contract has been reached.
- 22.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

23 ACCEPTANCE OF PROPOSAL

- 23.1 Transnet does not bind itself to accept the lowest priced or any Proposal.
- 23.2 Transnet reserves the right to accept any Proposal in whole or in part.
- 23.3 Upon the acceptance of a Proposal by Transnet, the parties shall be bound by these General EOI Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the EOI Documents.
- 23.4 Where the Respondent has been informed by Transnet per fax message or email of the acceptance of its Proposal, the acknowledgement of receipt transmitted shall be regarded as proof of delivery to the Respondent.

24 NOTICE TO UNSUCCESSFUL RESPONDENTS

Unsuccessful Respondents shall be advised in writing that their Proposals have not been accepted as soon as possible after the closing date of the EOI. 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 Proposals have not been successful.

25 TERMS AND CONDITIONS OF CONTRACT

- 25.1 The Service Provider shall adhere to the Terms and Conditions of Contract issued with the EOI Documents, together with any schedule of "Special Conditions" or otherwise which form part of the EOI Documents.
- 25.2 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.

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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.

26 CONTRACT DOCUMENTS

- 26.1 The contract documents will comprise these General EOI Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the EOI Documents.
- 26.2 The abovementioned documents together with the Respondent's EOI 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.
- 26.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's EOI 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.

27 LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Proposal. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Proposal 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 Proposal 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 EOI being accepted and to act on its behalf in all matters relating to the contract.

28 IDENTIFICATION

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

29 CONTRACTUAL SECURITIES

- 29.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of 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.
- 29.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 29.3 Such security, if required, shall be an amount which will be stipulated in the EOI Documents.
- 29.4 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

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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.

29.5 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 29 will be for the account of the Service Provider.

30 DELETION OF ITEMS TO BE EXCLUDED FROM PROPOSAL

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

31 VALUE-ADDED TAX

31.1 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.

31.2 In respect of foreign Services rendered:

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

32 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

32.1 Method of Payment

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which EOI price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the EOI is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 32.1a) above. Failure to comply with clause 32.1a) above may preclude a Proposal 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 29 above [*Contractual Securities*].

32.2 Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated from the date of receipt by Transnet of the Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for

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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.

33 DELIVERY REQUIREMENTS

33.1 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.

33.2 Progress Reports

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

33.3 Emergency Demands as and when required

If, due to unforeseen circumstances, the rendering of the Services covered by the EOI 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.

34 SPECIFICATIONS AND COPYRIGHT

34.1 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 EOI Documents, it is required to tender for the Services strictly in accordance with the specifications supplied by Transnet.

34.2 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.

35 PROPOSALS BY OR ON BEHALF OF FOREIGN RESPONDENTS

35.1 Proposal 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 EOI Documents.

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

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- 35.3 When legally authorised to prepare and submit Proposals on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the EOIs in the names of such principals and sign them on behalf of the latter.
- 35.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.
- a) Such Power of Attorney must comply with Rule 63 [Authentication of documents executed outside the Republic for use within the Republic] of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
 - b) The Power of Attorney must be signed by the principal under the same title as used in the EOI Documents.
 - c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
 - d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi* as provided for in the Terms and Conditions of Contract.
- 35.5 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]:
- a) 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
 - b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

36 CONFLICT WITH EOI DOCUMENT

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

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37 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 37.1 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 reference. Below follows a condensed summary of this blacklisting procedure.
- 37.2 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.
- 37.3 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.
- 37.4 A supplier or contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 37.5 Grounds for blacklisting include: If any person/Enterprise which has submitted a Proposal, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such EOI or contract:
- a) Has, in bad faith, withdrawn such Proposal after the advertised closing date and time for the receipt of proposals;
 - b) has, after being notified of the acceptance of his Proposal, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the EOI documents;
 - c) has carried out any contract resulting from such Proposal 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 Service 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.

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37.6 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 EOI process.

37.7 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.

37.8 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.

37.9 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.

37.10 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.

Respondent's Signature

Date & Company Stamp

Transnet Expression of Interest No: HOAC-HO 20156



Transnet Expression of Interest No: HOAC-HO 20156

FOR THE PROVISION OF INDOOR ADVERTISING AND INTERNAL COMMUNICATIONS SOLUTION

FOR A PERIOD OF TEN (10) YEARS

Important Note: All potential Respondents must read this document and certify in the EOI Declaration Form that they have acquainted themselves with, and agree with the content. The contract with the successful respondent 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 Respondent

Respondent's Signature

Date & Company Stamp

Transnet Expression of Interest No: HOAC-HO 20156

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 Respondents / Suppliers.

In order to achieve these goals, Transnet and the Respondent / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Respondent'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 Respondents / Suppliers will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

1.1.1 OBJECTIVES

- a. Transnet and the Respondent / 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 Respondents / Suppliers to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2.1.1 COMMITMENTS OF TRANSNET

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

- a. 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 Respondent, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the EOI process, proposal evaluation, contracting or implementation process related to any contract.
- b. Transnet will, during the registration and EOI process treat all Respondents / Suppliers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Respondents / Suppliers the same information and will not provide to any Respondents / Suppliers confidential / additional information through which the Respondents / Suppliers could obtain an advantage in relation to any EOI process.

Respondent's Signature

Date & Company Stamp



- c. Transnet further confirms that its employees will not favour any prospective Respondent in any form that could afford an undue advantage to a particular respondent during the tendering stage, and will further treat all Respondents / Supplier participating in the EOI process.
- d. Transnet will exclude from the EOI process such employees who have any personal interest in the Respondents / Suppliers participating in the EOI process.

3.1.1 OBLIGATIONS OF THE RESPONDENT / SUPPLIER

- a. The Respondent / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its proposal or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Respondent / Supplier commits to the following:
 - a) The Respondent / 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 EOI process or to any third person any material or other benefit or payment in order to obtain in exchange an advantage during the EOI process; and
 - b) The Respondent / 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 EOI process, or to any person, organisation or third party related to the contract in exchange for any advantage in the EOI, evaluation, contracting and implementation of the contract.
 - b. 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 Respondent / Supplier does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
 - e) a Respondent / 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 Respondent / 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 EOI 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 Respondent / 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.

Respondent's Signature

Date & Company Stamp



- c. The Respondent / Supplier will not collude with other parties interested in the contract to preclude a competitive EOI price, impair the transparency, fairness and progress of the EOI process, proposal evaluation, contracting and implementation of the contract. The Respondent / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- d. The Respondent / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Respondents / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the EOI process.
- e. The Respondent / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Respondent / 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.
- f. A Respondent / 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 EOI process. Similarly, the Respondent / 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 EOI process.
- g. The Respondent / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the EOI process to the advantage of the Respondent / Supplier or detriment of Transnet or other competitors.
- h. The Respondent / 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.
- i. The Respondent / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4.1.1 INDEPENDENT EOI

- a. For the purposes of that Certificate in relation to any submitted Proposal, the Respondent declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Respondent, whether or not affiliated with the Respondent, who:
 - a) has been requested to submit a Proposal in response to this Proposal invitation;
 - b) could potentially submit a Proposal in response to this EOI invitation, based on their qualifications, abilities or experience; and

Respondent's Signature

Date & Company Stamp



- c) provides the same Goods and Services as the Respondent and/or is in the same line of business as the Respondent.
- b. The Respondent has arrived at his submitted proposals 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 EOI.
- c. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Proposal;
 - e) the submission of a Proposal which does not meet the specifications and conditions of the EOI; or
 - f) Proposal with the intention of not winning the EOI.
- d. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her Proposal relates.
- e. The terms of the Proposal as submitted have not been, and will not be, disclosed by the Respondent, directly or indirectly, to any competitor, prior to the date and time of the official Proposal opening or of the awarding of the contract.
- f. Respondents are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Proposals and contracts, Proposal 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.
- g. Should the Respondent find any terms or conditions stipulated in any of the relevant documents quoted in the EOI unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Proposal. 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.

Respondent's Signature

Date & Company Stamp



5.1.1 DISQUALIFICATION FROM EOI PROCESS


- a. If the Respondent / 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 Respondent / Supplier into question, Transnet may reject the Respondent's / Supplier's application from the registration or EOI process and remove the Respondent / Supplier from its database, if already registered.
- b. If the Respondent / 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 Respondent / Supplier from future EOI 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 Respondent / Supplier and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- c. If the Respondent / Supplier can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6.1.1 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 way of 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 Proposal, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such EOI or contract:

Respondent's Signature

Date & Company Stamp

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- i) Has, in bad faith, withdrawn such Proposal after the advertised closing date and time for the receipt of Proposals;
 - j) has, after being notified of the acceptance of his Proposal, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the EOI documents;
 - k) has carried out any contract resulting from such Proposal 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 Local Content of his Goods 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. 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.
 - g. 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.

7.1.1 PREVIOUS TRANSGRESSIONS

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

Respondent's Signature

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8.1.1 SANCTIONS FOR VIOLATIONS

- a. Transnet shall also take all or any one of the following actions, wherever required to:
 - a) Immediately exclude the Respondent / Supplier from the EOI process or call off the pre-contract negotiations without giving any compensation the Respondent / Supplier. However, the proceedings with the other Respondents / Suppliers may continue;
 - b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Respondent / 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 Respondent / Supplier, in order to recover the payments, already made by Transnet, along with interest;
 - e) Cancel all or any other contracts with the Respondent / Supplier; and
 - f) Exclude the Respondent / Supplier from entering into any Proposal with Transnet in future.

9.1.1 CONFLICTS OF INTEREST

- a. A conflict of interest includes, inter alia, a situation in which:
 - a) A Transnet employee has a personal financial interest in a Respondent / 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.
 - b. 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 EOI committee member or any person involved in the sourcing process must be declared in a prescribed form.

If a Respondent / 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 Proposal which will be considered for the EOI process, the Respondent / Supplier:

- a) must disclose the interest and its general nature, in the Expression of Interest ("EOI") declaration form; or
- b) must notify Transnet immediately in writing once the circumstances has arisen.
- d. The Respondent / 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 Respondent / Supplier.

10.1.1 MONITORING

- a. Transnet will be responsible for appointing an independent Monitor to:

Respondent's Signature

Date & Company Stamp

- a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Respondent / 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 Respondent / 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 Respondent / Supplier, irrespective of value.
 - b. 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.

11.1.1 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 Respondent / Supplier / Transnet. The Respondent / Supplier / Transnet shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

12.1.1 DISPUTE RESOLUTION

- a. Transnet recognises that trust and good faith are pivotal to its relationship with its Respondents / Suppliers. When a dispute arises between Transnet and its Respondent / 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 6.1.1 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) **Scandalous 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 EOI process.

13.1.1 GENERAL

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

Respondent's Signature

Date & Company Stamp



Transnet Expression of Interest No: HOAC-HO 20156

- c. The validity of this Integrity Pact shall cover all the EOI processes and will be valid for an indefinite period unless cancelled by either Party.
- d. Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- e. Should a Respondent / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Respondents / 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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"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

Transnet Expression of Interest No: HOAC-HO 20156



FOR THE PROVISION OF AN INDOOR ADVERTISING AND INTERNAL COMMUNICATIONS SOLUTION

FOR A PERIOD OF TEN (10) YEARS

EOI DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate response to any/all questions [as applicable] which were submitted by ourselves for EOI Clarification purposes;
2. we have received all information we deemed necessary for the completion of this Expression Of Interest [EOI];
3. we have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Services as well as Transnet information and Employees, and 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 EOI Price.
4. at no stage have we received additional information relating to the subject matter of this EOI from Transnet sources other than information formally received from the designated Transnet contact(s) as nominated in the EOI documents;
5. we are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this EOI and the requirements requested from Respondents in responding to this EOI 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 EOI.
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:

Respondent's Signature

Date & Company Stamp

Transnet Expression of Interest No: HOAC-HO 20156



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.
10. We accept that any dispute pertaining to this EOI will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought.
11. We further accept that Transnet reserves the right to reverse an award of business or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

BREACH OF LAW

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

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

NATURE OF BREACH:

Respondent's Signature

Date & Company Stamp



DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

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

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp



FOR THE PROVISION OF AN INDOOR ADVERTISING AND INTERNAL COMMUNICATIONS SOLUTION

FOR A PERIOD OF TEN (10) YEARS

NON DISCLOSURE AGREEMENT - SERVICES

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

Transnet Expression of Interest No: HOAC-HO 20156

THIS AGREEMENT is made between**Transnet SOC Ltd [Transnet]** [Registration No. 1990/000900/30]whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,**and****the Company as indicated in the EOI proposal 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 EOI 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 **Proposal Document** means Transnet's Expression of Interest [EOI]
- 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 Proposal 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
 - 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 Proposal or for the subsequent performance of any contract between the parties in relation to the Proposal.

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 Proposal 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 Proposal 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 Proposal 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 Proposal 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 Proposal 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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**FOR THE PROVISION OF AN INDOOR ADVERTISING AND INTERNAL COMMUNICATIONS SOLUTION
FOR A PERIOD OF TEN (10) YEARS**

Section 5

CERTIFICATE OF ATTENDANCE OF COMPULSORY EOI BRIEFING

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*

attended the EOI briefing in respect of the proposed Goods to be supplied in terms of this EOI on

_____ 20____

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

EMAIL: _____

