

TRANSNET PORT TERMINALS

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP]

FOR THE PROVISION OF PHYSICAL GUARDING SECURITY SERVICES AT ALL TERMINALS (I.E. RICHARDS BAY (INCLUDING KENDAL), DURBAN, PORT ELIZABETH (INCLUDING LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA (HEREINAFTER REFERRED TO AS "THE SECURITY SERVICES") FOR TRANSNET SOC LTD [REGISTRATION NUMBER 1990/000900/30] OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE (3) YEARS

RFP NUMBER	TPT/2022/11/1992/16056/RFP
ISSUE DATE:	4 November 2022
CLOSING DATE:	17 January 2023
CLOSING TIME:	10:00 PM
BID VALIDITY PERIOD:	120 Business Days from Closing Date

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RFP FOR THE PROVISION OF PHYSICAL GUARDING SECURITY SERVICES AT ALL TERMINALS (i.e. RICHARDS BAY (including KENDAL), DURBAN, PORT ELIZABETH (including LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA (HEREINAFTER REFERRED TO AS "THE SECURITY SERVICES") FOR TRANSNET SOC Ltd [Registration Number 1990/000900/30] OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE (3) YEARS

SECTION 1: SBD1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF PROVISION OF PHYSICAL GUARDING SECURITY SERVICES AT ALL TERMINALS, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TPT/2022/11/1992/16056/RFP	ISSUE DATE:	4 November 2022	CLOSING DATE:	17 January 2023	CLOSING TIME:	10H00
DESCRIPTION	FOR THE PROVISION OF PHYSICAL GUARDING SECURITY SERVICES AT ALL TERMINALS (i.e. RICHARDS BAY (including KENDAL), DURBAN, PORT ELIZABETH (including LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA (HEREINAFTER REFERRED TO AS "THE SECURITY SERVICES") FOR TRANSNET SOC Ltd [Registration Number 1990/000900/30] OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE (3) YEARS						
BID RESPONSE DOCUMENTS SUBMISSION							
RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions): https://www.transnet.net							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Nozipho Mdletshe			CONTACT PERSON	Nozipho Mdletshe		
TELEPHONE NUMBER	0834601135			TELEPHONE NUMBER	0834601135		
FACSIMILE NUMBER	Not Applicable			FACSIMILE NUMBER	Not Applicable		
E-MAIL ADDRESS	Nozipho.mdletshe@transnet.net			E-MAIL ADDRESS	Nozipho.mdletshe@transnet.net		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No		

Respondent's Signature

Date & Company Stamp

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]			
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES ENCLOSE PROOF]		2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.			

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:_____

Respondent's Signature

Date & Company Stamp

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

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

DESCRIPTION	FOR THE PROVISION OF PHYSICAL GUARDING SECURITY SERVICES AT ALL TERMINALS (i.e. RICHARDS BAY (including KENDAL), DURBAN, PORT ELIZABETH (including LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA (HEREINAFTER REFERRED TO AS "THE SECURITY SERVICES") FOR TRANSNET SOC Ltd [Registration Number 1990/000900/30] OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE (3) YEARS
TENDER ADVERT	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
RFP DOWNLOADING	This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge. To download RFP and Annexures: • Click on "Tender Opportunities"; • Select "Advertised Tenders"; • In the "Department" box, select Transnet SOC Ltd. Once the tender has been located in the list, click on the 'Tender documents' tab and process to download all uploaded documents. The RFP may also be downloaded from the Transnet website at www.transnet.net free of charge. To access the Transnet eTender portal, please click here (refer to section 2, paragraph 3 below for detailed steps)
COMMUNICATION	Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP. Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.
BRIEFING SESSION	Yes, non-Compulsory Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address: nozipho.mdletshe@transnet.net This is to ensure that Transnet may make the necessary arrangements for the briefing session. Refer to paragraph 2 for details.
CLOSING DATE	10:00 am on Tuesday 17 January 2023 Bidders must ensure that bids are uploaded timeously onto the system. As a general rule, if a bid is late, it will not be accepted for consideration. <i>Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Please do not</i>

	<i>wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.</i>
VALIDITY PERIOD	120 Business Days from Closing Date Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded. With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 11.12

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

2 FORMAL BRIEFING

A non-compulsory pre-proposal RFP briefing will be conducted via Microsoft Teams on the **22nd November 2022**, at **11h00** for a period of $\pm$ 2 hours. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 Despite the briefing session being non-compulsory, Transnet nevertheless encourages all Respondents to attend. Transnet will not be held responsible if any Respondent who did not attend the non-compulsory session subsequently feels disadvantaged as a result thereof.
- 2.2 Bidders are required to confirm their attendance and to send their contact details including the number of representatives to the following address: [nozipho.mdletshe@transnet.net]. This is to ensure that Transnet may make the necessary arrangements for the briefing session.

3 PROPOSAL SUBMISSION

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

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

- Log on to the Transnet eTenders management platform website (<https://www.transnet.net>);
- Click on "TENDERS";
- Scroll towards the bottom right hand side of the page;
- On the blue window click on "register on our new eTender Portal";
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

4 RFP INSTRUCTIONS

- 4.1 Please sign documents [sign, stamp and date the bottom of each page] before uploading them on the system. The person or persons signing the submission must be legally authorised by the respondent to do so.
- 4.2 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- 4.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 4.4 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 13 below (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

5 JOINT VENTURES OR CONSORTIUMS

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

6 COMMUNICATION

- 6.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to [Nozipho.mdletshe@transnet.net] before **12:00 pm on 2nd December 2022**, substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.
- 6.2 After the closing date of the RFP, a Respondent may only communicate with the Secretariat of the Divisional Bid Adjudication Council (DBAC), at telephone number: 031 308 8343, email phumza.lehlohla@transnet.net on any matter relating to its RFP Proposal.
- 6.3 Respondents are to note that changes to its submission will not be considered after the closing date.
- 6.4 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- 6.5 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

7 CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to

a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information related to this RFP or the subsequent contract, written approval must be obtained from Transnet.

8 COMPLIANCE

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

9 EMPLOYMENT EQUITY ACT

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

10 DISCLAIMERS

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

- 10.1 modify the RFP's Goods/Services and request Respondents to re-bid on any such changes;
- 10.2 reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 10.3 disqualify Proposals submitted after the stated submission deadline [closing date];
- 10.4 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 10.5 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- 10.6 split the award of the contract between more than one Supplier/Service provider, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 10.7 cancel the bid process;
- 10.8 validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- 10.9 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 10.10 not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- 10.11 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- 10.12 to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to

advise whether they would still be prepared to provide the required Goods/Services at their quoted price, even after they have been issued with a Letter of Regret.

10.13 Split award per terminal i.e. award a contract to 6 Security Service providers, each allocated terminals as follows:

- Durban i.e. DCT (Pier 1&2) as one contract;
- Durban i.e. (BBC, Agriport and RORO) as one contract;
- Richards Bay terminals as one contract;
- Eastern Cape Terminals as one Contract;
- CapeTown Terminals as one contract;
- Saldanha as one contract;

Due to distance (kilometre radius) requirement, exceptions will be made for the Western Cape terminals whereby Saldanha and Cape Terminals may be awarded to 1 supplier depending on the outcome of evaluations.

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

11 LEGAL REVIEW

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

12 SECURITY CLEARANCE

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

13 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

14 TAX COMPLIANCE

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

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

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

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

Transnet urges its clients, suppliers and the general public to report any fraud or corruption to

TIP-OFFS ANONYMOUS:


Ethics Helpdesk (Pty) Ltd.
Ethics Management System™

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

				
	AI Voice Bot "Jack" Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.	What's App Speak to an Agent via What's App.	Speak to an Agent Speak to an Agent via the platform with no call or data charge	Telegram Speak to an Agent via Telegram

 0800 003 056	 086 551 4153	 reportit@ethicshelpdesk.com	 *120*0785980808#
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SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

Transnet is the largest and most crucial part of the freight logistics chain that delivers goods to each South African. Every day Transnet delivers thousands of tons of goods around South Africa, through its pipeline and both to and from its ports. It moves cargo onto ships for exports while it unloads from overseas. Our vision and mission is to be a focused Freight Transport Company, delivering integrated, efficient, safe, reliable and cost-effective services to promote economic growth in South Africa. Transnet operates as an integrated freight company, formed around a core of five (5) Operating Divisions (OD) that complement each other. Transnet is made up of the following ODs, Transnet Freight Rail, Transnet Engineering, Transnet National Port Authority, Transnet Port Terminals and Transnet Pipelines.

1.2 Transnet Port Terminals (TPT) as a division of Transnet SOC has for an extended period, made use of multiple Security Service providers for the provision of physical guarding security services at our terminals. This is for the four (4) regions of TPT namely, Richards Bay, Durban, Eastern Cape and Western Cape.

1.3 The individual terminals serviced in these regions are the following:

- Richards Bay Dry-bulk and Multi-purpose Terminals (including Kendal Inland Terminal)
- Durban Container Terminals (Pier 1 and Pier 2)
- Durban Agribulk, Car and Multi-purpose Terminals
- Cape Town Container and Multi-purpose Terminals
- Saldanha Iron Ore Bulk and Multi-purpose Terminals
- Ngqura Container Terminal
- Port Elizabeth Car, Container, Bulk and Multi-purpose Terminals (including Lohatla Inland Terminal)
- East London Car, Combi and Grain Elevator Terminals

1.4 It is the intention of this tender to continue outsourcing the security services in this manner for the period mentioned above. TPT's underlying objective is to ensure cost effective and reliable security services, which will adequately address the security risk, needs and exposures.

2 EXECUTIVE OVERVIEW

Whereas Transnet is seeking a partner(s) to provide solutions for its Provision of Physical Guarding Security Services at all Terminals (i.e. Richards Bay (including Kendal), Durban, Port Elizabeth (including Lohatla) Ngqura, East London, Cape Town and Saldanha, It also seeks to improve its current processes for providing these Services to its end user community throughout its locations.

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

processes and systems. Such a partnership will allow Transnet to reach higher levels of quality, service and profitability.

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

- 2.1 Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Supplier/Service provider's economies of scale and streamlined service processes.
- 2.2 Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Service provider(s).
- 2.3 Transnet must receive proactive improvements from the Service provider with respect to provision of Services and related processes.
- 2.4 Transnet's overall competitive advantage must be strengthened by the chosen Service provider's leading edge technology and service delivery systems.
- 2.5 Transnet end users must be able to rely on the chosen Service provider's personnel for service enquiries, recommendations and substitutions.
- 2.6 Transnet must reduce costs by streamlining its acquisition of Services, including managed service processes on a Group basis.

3 SCOPE OF REQUIREMENTS

Refer to the attached ANNEXURE A: SCOPE OF WORK (with Technical Returnable **Appendix 1-16**)

4 GREEN ECONOMY / CARBON FOOTPRINT

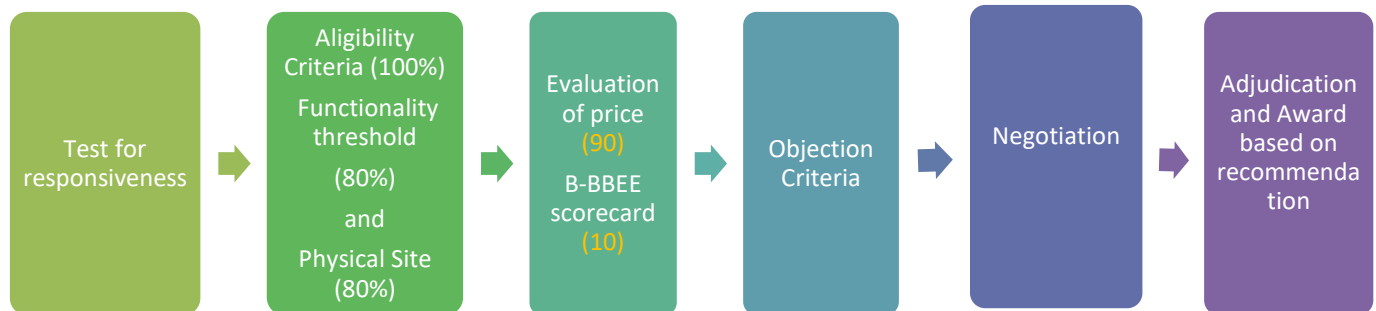
Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

5 GENERAL SERVICE PROVIDER OBLIGATIONS

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

6 EVALUATION METHODOLOGY

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



6.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

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

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

6.2 STEP TWO: Test for Substantive Responsiveness to RFP

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

Check for substantive responsiveness	RFP Reference
Whether any general and legislation qualification criteria (excluding preferential procurement) set by Transnet, have been met	<i>All sections including: Section 2 paragraphs, 10.2, General Bid Conditions clause 20</i>
Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule	<i>Section 4</i>
Whether the Bid materially complies with the scope and/or specification given	<i>All Sections</i>
Whether any Technical pre-qualification/eligibility criteria set by Transnet have been met as follows: - Bidder must have a valid PSIRA certificate and accreditation as a security provider in terms of Section 20 of the Private Security Industry Regulation Act. ("New Certificate" as directed in industry circular issued by PSIRA on 10 March 2015) - Proof of Public Liability Insurance cover/or letter of Intent from the Insurer - Provide evidence of minimum PSIRA Grade B for each Member, Director, Partner, Trustee of the Company - Letter of good standing from PSIRA - Letter of good standing from COIDA - All security guards supplied by Service provider must be South African citizens and registered with PSIRA - SASSETA training and/or training provided by a PSIRA accredited training service provider - SAPS Criminal Clearance certificate of Company Directors and/or Members not older than six (6) months (calculated from the day of the closing of the tender) - Bidders to provide details of their offices which will be the main centre of support of the Terminal/s tendered for, together with the	<i>Section 3 – Scope of Work</i> <i>Annexure A1</i>

distance from the same office/s to the Port Terminal/s tendered for. Google Maps will be used to calculate and confirm these distances. NB: TPT RESERVES THE RIGHT TO AWARD THE BUSINESS TO THE HIGHEST SCORING BIDDER/S UNLESS OBJECTIVE CRITERIA JUSTIFY THE AWARD TO ANOTHER BIDDER. GEOGRAPHICAL PROXIMITY OF SERVICE PROVIDER'S OFFICE IN RELATION TO THE TRANSNET SITE/S BETWEEN 0 - 50 km RADIUS - Provide proof of: (1) Company appointed/contracted veterinary surgeon, feeding program (certified by a veterinarian); (2) Five (5) pictures including but not limited to the kennels, vehicles that will be used for the transport of the dogs (or trailers); (3) Copies of PSIRA certificates of dog handlers that will be used for this contract, including training certificates. Failure to submit such proof will result in disqualification from that Terminal.	
- Whether any set prequalification criteria for preferential procurement have been met: - Indicate the minimum B-BBEE threshold of level 1 – 2 (which are EME's (Exempted Micro Enterprise and QSE's (Qualifying Small Enterprise) - Sub-contracting minimum 30%	<i>Section 2 - Paragraph 6</i>
Entity's financial stability (Evaluation will be conducted after stage 4 evaluation on bidders who are recommended for award only)	<i>Section 4 paragraph 9</i>

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

6.3 **STEP THREE: Minimum Threshold 80% points for Technical Criteria**

Transnet Port Terminals (TPT) will undertake a two phase evaluation process namely desktop technical evaluation (Phase 1) and technical site evaluation (Phase 2) using the tables below to score for both the desktop and technical site visits.

Phase 1 desktop evaluation, bidders must achieve a minimum score of 80% overall. Physical evaluations (Phase 2 of Technical Evaluation) will only be conducted on the bidders who have met the minimum threshold in Phase 1, to establish if their indicated offices meet the minimum TPT standards for an operational security office. Transnet will undertake a technical site evaluation using the table below to score for technical site visits.

Over and above the technical evaluation to be undertaken an additional evaluation will be included for bidders tendering for sites where Canine (K9) Services are required.

Technical evaluation criteria is as follows: Phase 1 The Desktop

No	Requirement	Description	Evidence Acceptable	Returnable Reference	Scoring Guideline	Weighting
1	Organizational structure and capacity.	Company has organizational structure and capacity to service Transnet.	Company Profile and management structure of Company/ Organogram (National and Regional) Company profile – 1 point Management Structure of Company/Organigram – 1 point Total number of employees nationally and/or selected regional - Letter of confirmation from PSIRA Letter of confirmation from PSIRA – 2 points Total number of Clients and provide 4 as maximum (not older than 3 years) 4 or more clients – 4 points 3 clients – 3 points 2 clients – 2 points 1 client – 1 point Total number of vehicle owned/leased by the Company - 4 vehicles 4 or more vehicles – 4 points 3 vehicles – 3 points 2 vehicles – 2 points 1 vehicle – 1 point Total number of supervisors – two(2) with Grade A and two(2) with Grade B 4 or more supervisors – 4 points 3 supervisors – 3 points 2 supervisors – 2 points 1 supervisor – 1 point SUB TOTAL (POINTS)	T2	2 2 4 4 4	16 points
2	Uniform and Safety equipment.	Uniform and safety equipment provided by the	Uniform presentation Picture of uniformed Security Officers (male	T2.2	2	4 points

No	Requirement	Description	Evidence Acceptable	Returnable Reference	Scoring Guideline	Weighting
		bidder, which represent the organization.	and female) with reflective vest – 2 points			
			Current Uniform Suppliers provide purchase order/Invoice – 2 points		2	
			SUB TOTAL (POINTS)			
3	Basic Condition of Employment Act (BCEA) – Sectorial Determination.	Compliance to legislation. (Copies of Policies and procedures to be submitted with Bid)	1 point is allocated to each item below Company policies (which contain listed below) Sick leave Annual leave Family responsibility leave Maternity leave Study leave Unemployment Insurance Fund (UIF) – latest proof of payment Provident Fund – latest proof of payment SUB TOTAL (POINTS)	T2.3		8 points
					1	
					1	
					1	
					1	
					1	
					1	
					1	
					1	
4	Human Resources Policies and Procedures	Capability to act within legislation. The bidder must protect Transnet in terms of the acts: (Copies of Policies and procedures to be submitted with Bid)	1 point is allocated to each item below HR Policies and Procedures Recruitment and Selection Policy Terms and Conditions of employment Policy address employment of RSA Citizenship Policy address Educational level Policy address Medical examination Policy address Criminal record verification Policy address Qualification(s) Verification Grievance Procedures Disciplinary Procedure SUB TOTAL (POINTS)	T2.4		10 points
					1	
					1	
					1	
					1	
					1	
					1	
					1	
					1	
					1	
					1	
5	Human Resources.	Capacity to provide a	Employment contracts - 3 contracts (Grade A, B and C)	T2.4	2	12 points

Respondent's Signature _____ Date & Company Stamp _____

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

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

Technical Evaluation (Phase 2: Site Evaluation)

Please take note that no time will be granted to collect documents from other sites or departments.

Successful service providers may be re-evaluated at least once a year without prior notice to ensure continuity

Transnet will evaluate any regional offices of the service provider at any time without prior notice.

<i>Legend</i>	<i>I – Inadequate</i>	<i>A - Adequate</i>	<i>N – No</i>	<i>Y- Yes</i>
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Balanced Score Card

<i>CATEGORY</i>	<i>Category Score</i>	<i>Score Max</i>	<i>Score Required</i>	<i>Score achieved</i>	<i>Score %</i>
<i>Infrastructure – General</i>		10			
Infrastructure – Administration (Pay roll, HR)	5				
Infrastructure –Offices	5				
<i>Infrastructure – Operations</i>		49			
Infrastructure – Communications	10				
Motorised vehicles	9				
Operational Control Room	20				
Training Capability	10				
<i>Occupational Health and Safety</i>		10			
Administration	4				
OHS Incident Investigation and Recording	6				
<i>Human Resources</i>		15			
Uniform and Safety Equipment	15				
<i>Technology</i>		20			
Capacity and utilisation of technology	20				
<i>Total (Firearms not required)</i>		104	83		

Canine (k9) services will be assessed separately. The bidder must have attained a score of 80% for General to be considered.

<i>CATEGORY</i>	<i>Reference Page</i>	<i>Category Score</i>	<i>Score Max</i>	<i>Score Required</i>	<i>Score achieved</i>	<i>% achieved</i>
<i>Canine (K9)</i>		20	20	16		

This table is for information purposes only and will not be scored – all to complete

Organisational Structure and Capability		
Management structure of company	(organogram)	
Regional Structure of company	(organogram)	
Total number of employees nationally/provincially		
Total number of management nationally/ provincially		Ratio: Supervisors / Guards Minimum 1 : 10
Total number of supervisors nationally/ provincially		
Total number of guards nationally/ provincially		

Respondent's Signature

Date & Company Stamp

Part One

Infrastructure – General			
Administrative	Score		Remarks
Reception	I (0)	A (1)	
Financial Department	I (0)	A (1)	
Human Resources Department	I (0)	A (1)	
Support Services/Admin	I (0)	A (1)	
Logistics Department	I (0)	A (1)	
Offices	Score		
Meeting room / area	I (0)	A (1)	
Dressing rooms	I (0)	A (1)	
Toilets	I (0)	A (1)	
Equipment storeroom	I (0)	A (1)	
Stock (uniform, PPE)	I (0)	A (1)	
Score obtained (max 10)			

Infrastructure – Operations			
Communications	Score		Remarks
Landline	I (0)	A (1)	
Dedicated Fax line /e-mail/fax to email	I (0)	A (1)	
Emergency / Hotline	I (0)	A (1)	Number:
ADSL /4G/LTE/HSDPA/Fibre connectivity	I (0)	A (1)	
VHF / UHF Radio base station units	I (0)	A (1)	State quantity
VHF / UHF Radio Mobile (Vehicle) units	I (0)	A (1)	State quantity
VHF / UHF Radio Portable (Handheld) units	I (0)	A (1)	State quantity
Own Radio frequencies (not shared)	N (0)	Y (1)	
ICASA certificate	N (0)	Y (1)	
Operational mobile phones (on contract)	I (0)	A (1)	State quantity
Score obtained (max 10)			

Motorised vehicles		Score		Remarks
Type of vehicle (owned/leased in company name)	LDV	N (0)	Y (1)	
	Sedan	N (0)	Y (1)	
	Minibus	N (0)	Y (1)	
Roadworthy and licensed		N (0)	Y (1)	
General condition		I (0)	A (1)	

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Date & Company Stamp

Motorised vehicles	Score		Remarks
Identifiable (company logo / detail)	N (0)	Y (1)	
Maintenance schedule	N (0)	Y (1)	
Contingency / Replacement vehicles	N (0)	Y (1)	
Vehicle inspections	N (0)	Y (1)	
Score obtained (max 9)			

Operational Control Room	Score		Remarks
Geographical maps (electronic GIS maps also acceptable)	N (0)	Y (1)	
Control Room inventory	N (0)	Y (1)	
Emergency telephone numbers	N (0)	Y (1)	
Firefighting equipment	N (0)	Y (1)	
First Aid Kit	N (0)	Y (1)	
Control documentation/registers	N (0)	Y (1)	
24 hour manned	N (0)	Y (1)	
Is relief staff available in case of emergencies	N (0)	Y (1)	
Training / Competency of Ops Room Controller	N (0)	Y (1)	
Contact with security officials and vehicles	N (0)	Y (1)	
Occurrence Book (electronic OB also acceptable)	N (0)	Y (1)	
Filing system	N (0)	Y (1)	
Access control to Control Room and register	N (0)	Y (1)	
Contingency plans (File)	N (0)	Y (1)	
CCTV Surveillance System	N (0)	Y (1)	
Burglar alarm/panic system	N (0)	Y (1)	
GPS vehicle tracking of company vehicles	N (0)	Y (1)	
Real Time Monitoring	N (0)	Y(1)	
Back-up power/UPS	N (0)	Y(1)	
Additional implementation of technology	N (0)	Y(1)	
Score obtained (max 20)			

Training Capability	Score		Remarks
Registered as a training service provider	N (0)	Y (1)	
Training facilities	N (0)	Y (1)	
Annual training plan	N (0)	Y (1)	
Management training	N (0)	Y (1)	
Supervisory training	N (0)	Y (1)	
Specialised training	N (0)	Y (1)	
Frequency and type of re-training	N (0)	Y (1)	
Induction training to all new employees	N (0)	Y (1)	

Respondent's Signature

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Training Capability	Score		Remarks
Registered as a training service provider	N (0)	Y (1)	
Do you have additional training? If so, what training?	N (0)	Y (1)	
Employee training files/record keeping	N (0)	Y (1)	
Score obtained (max 10)			
<i>(Should external training facilities/companies be used, attach Memorandum of Agreement and all respective training service providers' documentation, certificates, accreditation etc.)</i>			

Occupational Health and Safety			
Administration	Score		Remarks
OHS Act prominently displayed/available	N (0)	Y (1)	
Safety policy	N (0)	Y (1)	
SHEQ representative trained & register completed	N (0)	Y (1)	
Previous Risk Assessments	N (0)	Y (1)	
OHS Act Incident Investigation & Recording	Score		Remarks
Recording of all incidents	N (0)	Y (1)	
Investigation of incidences and findings	N (0)	Y (1)	
Incidents discussed at SHEQ meetings	N (0)	Y (1)	
Incident recommendations	N (0)	Y (1)	
Trained medical first aids responder	N (0)	Y (1)	
First aid box available & not expired	N (0)	Y (1)	
Score obtained (max 10)			

Uniform and Safety Equipment	Score		Remarks
Storeroom for Uniforms	N (0)	Y (1)	
Shirt / blouse	N (0)	Y (1)	
Pants / Trouser / Skirt	N (0)	Y (1)	
Belt	N (0)	Y (1)	
Boots / Safety Boots / Shoes	N (0)	Y (1)	
Socks/Stockings	N (0)	Y (1)	
Company insignia – clearly visible	N (0)	Y (1)	
Cold weather jacket / jersey	N (0)	Y (1)	
Raincoat	N (0)	Y (1)	
Reflective vest / jacket	N (0)	Y (1)	
Identity card	N (0)	Y (1)	
Baton	N (0)	Y (1)	

Respondent's Signature

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Whistle	N (0)	Y (1)	
Handcuffs and Keys	N (0)	Y (1)	
Pocket book and pen	N (0)	Y (1)	
Score obtained (max 15)			

Technology			
Capacity and Utilisation of technology	Score		Remarks
Research and Development capacity	I (0)	A (2)	
Guards off site patrol monitoring system	I (0)	A (2)	
Vehicle locator and monitoring	I (0)	A (2)	
CCTV monitoring capability	I (0)	A (2)	
Systems in place to analyse crime/crime patterns	I (0)	A (2)	
Use of Biometric systems	N (0)	Y (2)	
Use of specialised security equipment e.g. (night sights)	N (0)	Y (2)	
Use of electronic systems to capture information	I (0)	A (2)	
Use of Android applications to enhance communication	N (0)	Y (2)	
Other smart security systems not mentioned above	N (0)	Y (2)	
Score obtained (max 20)			

End of Part One...

Should the bidder be interested in rendering a Canine (K9) service then Part Two (next) must be utilised for the mentioned category.

Part Two _ Canine (K9)

This evaluation section (below) will only apply if the bidder has indicated his/her willingness to tender for sites requiring Canine (k9) services. The bidder may not specialize in this service but may outsource, contract in, lease the total Canine (k9) service for the purposes of the site. If that is the case the company who does supply such Canine (k9) services will be subject to the same terms and conditions of the technical evaluation including the submission of all returnable documents. It is the responsibility of the bidder requiring the equestrian service to ensure that the returnable documents are attached to the bid as well as make the premises available for the technical evaluation.

Detail	Number	Comments
Total number of company dogs		
Number of company dogs currently utilised		
Number of dogs available for this contract		
Number of cars/trucks/LDV's to transport dogs		
Number of trailers to transport dogs		
Number of Kennels		

Respondent's Signature

Date & Company Stamp

Canine (K9) Services	Score		Remarks
Licence in terms of The Performing Animal Protection Act and Amendments	N (0)	Y (1)	
Company appointed / contracted veterinary surgeon	N (0)	Y (1)	
Company appointed personnel to care for dogs	N (0)	Y (1)	
Feeding program - Certified by Vet	N (0)	Y (1)	
Latest veterinary certificates	N (0)	Y (1)	
Latest training certificates for dogs	N (0)	Y (1)	
Security officers registered at PSIRA as dog handlers	N (0)	Y (1)	
PSIRA security officers trained per K9 program	N (0)	Y (1)	
Latest train certificates / records for all dog handlers	N (0)	Y (1)	
Files for each dog with all documentation and certificates	N (0)	Y (1)	
Roadworthy vehicles/trucks to transport dogs	N (0)	Y (1)	
Roadworthy dog trailers	N (0)	Y (1)	
Inspection reports from PSIRA and/or NSPCA and/or other reputable organisations	N (0)	Y (1)	
There are blankets for the dogs	N (0)	Y (1)	
Adequate water and food supply for dogs	N (0)	Y (1)	
Clean kennel facilities for the dogs and protected from inclement weather.	N (0)	Y (1)	
Only one handler per dog	N (0)	Y (1)	
Dogs utilized for security purposes must not be older than six years	N (0)	Y (1)	
Proper breeds of dogs are utilized for security services.	N (0)	Y (1)	
Leads, water bowls, choke chains and combs are available at all times	N (0)	Y (1)	
Score obtained (max 20) - Mandatory score 16/20			

Respondent's Signature

Date & Company Stamp

Part Three _ Firearms

Firearms and FCA Compliance	Score		Remarks
SAPS CFR list of company firearms	N (0)	Y (1)	
Responsible person Appointed	N (0)	Y (1)	
Security officers issued with firearms in possession of SAPS competency permits	N (0)	Y (1)	
Total number of company firearms available in the area of deployment	Pistol		
	Revolver		
	Shotgun		
Number of company firearms currently utilised in the area of deployment	Pistol		
	Revolver		
	Shotgun		
Certification of serviceability by qualified and accredited gunsmith (attach proof)	N (0)	Y (1)	
Inspection and maintenance intervals	N (0)	Y (1)	
Storage facilities for firearms (SABS approved safe) – attach SAPS inspection report	N (0)	Y (1)	
Safe in a clean and organised manner	N (0)	Y (1)	
Firearm cleaning kits	N (0)	Y (1)	(The SASSETA certificate is sufficient)
Firearm register	N (0)	Y (1)	
Correct completion of firearm register	N (0)	Y (1)	
Firearm permits and control system	N (0)	Y (1)	
Holsters for handguns	N (0)	Y (1)	
Slings for shotguns	N (0)	Y (1)	
Bullet proof vests – protection level 3	N (0)	Y (1)	
Bullet proof vests – SABS approved	N (0)	Y (1)	
Ammunition register and control documentation	N (0)	Y (1)	
Bi-annual firearm training – theory & practical	N (0)	Y (1)	
Firearm Safety locations (Bullet trap/sandbags etc.)	N (0)	Y (1)	
SAPS Accreditation (In-house firearm training)	N (0)	Y (1)	
SABS Accreditation (In-house shooting range)	N (0)	Y (1)	
Score obtained (max 20) - Mandatory score 16/20			

Respondent's Signature

Date & Company Stamp

Respondents are to note that Transnet will round off final technical scores to the nearest two decimal points for the purposes of determining whether the technical threshold has been met. Respondents to submit supporting documentation to assist the evaluators in scoring. Failure to provide adequate and relevant supporting document will result in a low score, or a zero score, due to lack of evidence or supporting documents. ***The minimum threshold for the site technical evaluation must be met or exceeded for a Respondent's Proposal to be considered for Award of Business***

6.4 STEP FOUR: Evaluation and Final Weighted Scoring

a) Price Criteria [Weighted score 80 points]:

Evaluation Criteria	RFP Reference
• Commercial offer	<i>Section 4</i>

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

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

Where:

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

b) Broad-Based Black Economic Empowerment criteria [Weighted score 10 points]

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

6.5 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Percentage (%)
Technical Eligibility	100
Technical / Functionality	80

Evaluation Criteria	Final Weighted Scores
Price	90
B-BBEE - Scorecard	10
TOTAL SCORE:	100

6.6 STEP FIVE: Post Tender Negotiations (if applicable)

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

- negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).
- Over and above the negotiating of prices with the preferred bidder to get a market-related price, Transnet may engage preferred bidder(s) to negotiate reduced rates before or after the award of business to achieve cost effectiveness in all its contracts.

6.7 **STEP SIX: Objective Criteria**

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder. The RFP will state that Transnet may apply the following objective criteria to the bid process:

- Geographical proximity of service provider's office in relation to the Transnet site/s between 0 - 50 km radius.

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

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

SECTION 4: PRICING AND DELIVERY SCHEDULE**RESPONDENTS ARE REQUIRED TO COMPLETE THE PRICING SCHEDULE ATTACHED HERewith MARKED ANNEXURE "H"****Notes to Pricing:**

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-
- (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
 - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP;
 - (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.

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

- b) Prices must be quoted in South African Rand inclusive of VAT.
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- e) Rates proposed must be aligned with the Guide on Hourly Fee Rates for Consultants" by the Department of Public Service and Administration (DPSA);
- f) Prices are to be quoted on a delivered basis to South African Rand.
- g) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- h) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed a period of 12 months, subject thereafter to adjustment (i.e. after the initial period of 12 months), utilizing the following price index/indices/adjustment formula. [Not to be confused with bid validity period Section 2, clause 1]

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YES	
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1. DISCLOSURE OF CONTRACT INFORMATION**PRICES TENDERED**

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

JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS

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

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

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

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

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

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
Is the Respondent (Complete with a "Yes" or "No")						
A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO		
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

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

2. PRICE REVIEW

The successful Respondent(s) [the Service provider] will be obliged to submit to an annual price review. Transnet will be benchmarking this price offering(s) against the lowest price received as per a benchmarking exercise. If the Service provider's price(s) is/are found to be higher than the benchmarked price(s), then the

Service provider shall match or better such price(s) within 30 [thirty] calendar days, failing which the contract may be terminated at Transnet's discretion or the particular item(s) or service(s) purchased outside the contract.

3. SERVICE LEVELS

- 3.1 An experienced national account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 3.2 Transnet will have quarterly reviews with the Service provider's account representative on an on-going basis.
- 3.3 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 3.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:

- a) Random checks on compliance with quality/scope of work

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

- 3.5 The Service provider must provide a telephone number for customer service calls.
- 3.6 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

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

4. RISK

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

4.1 Quality and specification of Goods/Services delivered:

4.2 Continuity of supply:

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

4.4 Compliance with the National Railway Safety Regulator Act, 16 of 2002:

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

I/We _____

[name of entity, company, close corporation or partnership] of [full address]

carrying on business trading/operating as

represented by _____

in my capacity as _____

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

FULL NAME(S)

CAPACITY

SIGNATURE

Respondent's Signature

Date & Company Stamp

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

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

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

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

Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of award [the **Letter of Award**], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Award, shall constitute a binding contract between Transnet and me/us 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 provision of Services within 4 [Four] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

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

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

ADDRESS FOR NOTICES

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

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

Name of Entity:

Facsimile: _____

Address: _____

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Supplier/Service provider**] will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier/Service provider and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

VALIDITY PERIOD

Transnet requires a validity period of 120 Business Days [from closing date] against this RFP, excluding the first day and including the last day.

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

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

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

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

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

RETURNABLE DOCUMENTS

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

Mandatory Returnable Documents	<i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFP <u>will</u> result in a Respondent's disqualification.</i>
Returnable Documents Used for Scoring	<i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</i>
Essential Returnable Documents	<i>Failure to provide essential Returnable Documents <u>will</u> result in Transnet affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.</i>

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

 Respondent's Signature

 Date & Company Stamp

a) Mandatory Returnable Documents

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

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
Section 1: SBD1 Form	
SECTION 4 : Pricing and Delivery Schedule	
SECTION 10 : Certificate of attendance of compulsory RFP Briefing	
ANNEXURE A1 - PSIRA Certification	
ANNEXURE A1 - PSIRA Certification	
ANNEXURE A1 : Letter of good standing from PSIRA	
ANNEXURE A1: Letter of Good standing form COIDA	
ANNEXURE A1: Security Guards registration	
ANNEXURE A1: SAPS Criminal clearance	
ANNEXURE A1: SAPS criminal clearance of company directors	
ANNEXURE A1: SASSETA Training provided by PSIRA Accredited training service provider	
ANNEXURE A1: Proximity to Terminal/s tendered for	
ANNEXURE P: Experience of Bidder with Security Services	
Confirmation of 30% subcontracting	
Valid proof of Respondent's compliance to B-BBEE – Level 1-2 (Valid B-BBEE certificate or Sworn Affidavit)	
NB: In cases where multiple Port Terminals are bided for, Bidders to ensure that all relevant "Supporting Office" details, i.e. physical addresses, Landline telephone numbers, etc. MUST be provided.	

b) Returnable Documents Used for Scoring

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

<u>RETURNABLE DOCUMENTS USED FOR SCORING</u>	SUBMITTED [Yes or No]
<i>Insert any documents to be used for the technical evaluation that will not result in disqualification but a score of zero for that aspect of the technical evaluation, e.g. number of references or CVs required.</i>	

c) Essential Returnable Documents:

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
TECHNICAL SCORING RETURNABLE – APPENDIX 1 - 16	
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate/PIN for each party]	
SECTION 5 : Proposal Form and List of Returnable documents	
SECTION 6 : Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7 : RFP Declaration and Breach of Law Form	
SECTION 9: B-BBEE Preference Claim Form	
SECTION 10 : Certificate of attendance of compulsory Site Meeting / RFP Briefing	
SECTION 11: Job-Creation Schedule	
SECTION 12: SBD 5 (NIPP)	
SECTION 13: Protection of Personal Information	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

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

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

Respondent's Signature_____
Date & Company Stamp

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

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

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

1	Transnet's General Bid Conditions
2	Master Agreement and SLA attached
3	Transnet's Supplier Integrity Pact
4	Non-disclosure Agreement
5	Draft Service Level Agreement attached to this RFP

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

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

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

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

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date & Company Stamp

SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Proposal [**RFP**];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Goods/Services as well as Transnet information and Employees, and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. At no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
5. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner;
6. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
7. We declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Transnet Group including any person who may be involved in the evaluation and/or adjudication of this Bid;
8. We declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of Transnet;
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFP; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

Respondent's Signature_____
Date & Company Stamp

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

BIDDER'S DISCLOSURE (SBD4)

12 PURPOSE OF THE FORM

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

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

13 Bidder's declaration

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

YES/NO

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

Full Name	Identity Number	Name of State institution

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

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

YES/NO

13.2.1. If so, furnish particulars:

.....
.....

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

YES/NO

13.3.1. If so, furnish particulars:

.....
.....

14 DECLARATION

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

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

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

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid,

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

bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

14.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

BREACH OF LAW

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

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20____

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

Respondent's Signature_____
Date & Company Stamp

SECTION 9 : B-BBEE PREFERENCE POINTS CLAIM FORM

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

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS.

1. GENERAL CONDITIONS

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

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
- i) the B-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- $P_{\min}$ = Comparative price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME ³	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

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

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contribution: . = ...(maximum of 10 points)

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

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

³ In terms of the Implementation Guide: Preferential Procurement Regulations, provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting is to the below designated groups:

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

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor or any other matter required, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS.....

SECTION 11: JOB-CREATION SCHEDULE**(Please ensure that you return this schedule with your bid submission)**

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

Note that this undertaking is not required if a NIPP obligation is applicable to a Respondent's bid as indicated in Section 12. **Respondents are required to indicate below whether the NIPP obligation is applicable to their bid:**

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

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

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

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

	Total number of new jobs	Total rand value of new jobs
Black men		
Black women		
Black Youth		
Black people living in rural or underdeveloped areas or townships		
Black People with Disabilities		

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

	Total number of Skilled jobs	Total number of Semi-skilled jobs	Total number of Unskilled jobs
Black men			
Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			
Other			

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

Insert additional tables for each year of the contract period:

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

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

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

Respondent's Signature

Date & Company Stamp

SECTION 12: SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**INTRODUCTION**

The National Industrial Participation Programme (NIPP), which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIPP requirements. NIPP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

- 1.1 The NIPP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$5 million or other currency equivalent to US\$5 million will have a NIP obligation. This threshold of US\$5 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$5 million.
 - or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$5 million.
 - or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$5 million.
 - or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$5 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIPP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIPP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with their bid documentation at the closing date and time of the bid.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIPP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid number;
 - Description of the goods or services;
 - Date on which the contract was awarded;
 - Name, address and contact details of the contractor;
 - Value of the contract; and
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIPP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTIC will determine the NIPP obligation;
 - b. the contractor and the DTI will sign the NIPP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
 - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - f. the contractor will implement the business plans; and
 - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

- 4.2 The NIPP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number	Closing date:
Name of bidder.....	
Postal address	
.....	
Signature.....	Name (in print).....
Date.....	

Respondent's Signature

Date & Company Stamp

SECTION 13: PROTECTION OF PERSONAL INFORMATION

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

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is “Transnet” and the Data subject is the “Respondent”. Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFP, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFP (physically, through a computer or any other form of electronic communication).
9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in

accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

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

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

Signature of Respondent's authorised representative: _____

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

**PHYSICAL GUARDING SECURITY SERVICES TO
TRANSNET PORT TERMINALS
FOR A PERIOD OF THREE (3) YEARS - TPT/2022/11/1992/16056/RFP**

BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1. BACKGROUND

- 1.1 Transnet is the largest and most crucial part of the freight logistics chain that delivers goods to each South African. Every day Transnet delivers thousands of tons of goods around South Africa, through its pipeline and both to and from its ports. It moves cargo onto ships for exports while it unloads from overseas. Our vision and mission is to be a focused Freight Transport Company, delivering integrated, efficient, safe, reliable and cost-effective services to promote economic growth in South Africa. Transnet operates as an integrated freight company, formed around a core of five (5) Operating Divisions (OD) that complement each other. Transnet is made up of the following ODs, Transnet Freight Rail, Transnet Engineering, Transnet National Port Authority, Transnet Port Terminals and Transnet Pipelines.
- 1.2 Transnet Port Terminals (TPT) as a division of Transnet SOC has for an extended period, made use of multiple Security Service providers for the provision of physical guarding security services at our terminals. This is for the four (4) regions of TPT namely, Richards Bay, Durban, Eastern Cape and Western Cape.
- 1.3 The individual terminals serviced in these regions are the following:
- Richards Bay Dry-bulk and Multi-purpose Terminals (including Kendal Inland Terminal)
 - Durban Container Terminals (Pier 1 and Pier 2)
 - Durban Agribulk, Car and Multi-purpose Terminals
 - Cape Town Container and Multi-purpose Terminals
 - Saldanha Iron Ore Bulk and Multi-purpose Terminals
 - Ngqura Container Terminal
 - Port Elizabeth Car, Container, Bulk and Multi-purpose Terminals (including Lohatla Inland Terminal)
 - East London Car, Combi and Grain Elevator Terminals
- 1.4 It is the intention of this tender to continue outsourcing the security services in this manner for the period mentioned above. TPT's underlying objective is to ensure cost effective and reliable security services, which will adequately address the security risk, needs and exposures.

2. EXECUTIVE OVERVIEW

- 2.1 This is an open-source tender. As the service provider of a critical service (i.e. Security of the Ports) to Transnet Port Terminals, the selected service provider(s) will share in the mission and business objectives of TPT. These mutual goals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, Transnet and its Service Provider(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow TPT to reach higher levels of quality, service and customer satisfaction.
- 2.2 Specifically, TPT seeks to benefit from this partnership in the following ways:
- 2.2.1 Provide TPT with Security Services that is consistent and reliable and will remain at a high level of service satisfaction levels.
 - 2.2.2 TPT must receive reduced cost of acquisition and improved service benefits resulting from the Service Provider's economies of scale and streamlined service processes.
 - 2.2.3 TPT must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Service Provider(s).
 - 2.2.4 TPT must receive proactive improvements from the Service Provider with respect to provision of Services and related processes.
 - 2.2.5 TPT's overall competitive advantage must be strengthened by the chosen Service Provider's leading-edge technology and service delivery systems.
 - 2.2.6 TPT end users must be able to rely on the chosen Service Provider's personnel for service enquiries, recommendations and substitutions.

3. SCOPE OF WORK REQUIREMENTS

3.1 General Requirements

TPT would like to elicit and evaluate responses from Security Service Providers who have expertise in providing security services listed below, but not limited to these:

- 3.1.1 Advice on perimeter security, access control, alarms (intruder detection), surveillance, physical security requirements, and asset protection, but not limited to these;
- 3.1.2 Provide first class customer's service to any visitors coming onto TPT properties;
- 3.1.3 Analysis of crime statistics and trends to inform the type of security services required so that the crime risk is reduced across TPT facilities;
- 3.1.4 Prevent crime at all TPT facilities;
- 3.1.5 Respond to and report incidents;
- 3.1.6 Arrest and handover criminal violators to SAPS;

- 3.1.7 Protect TPT assets and information and check credentials of people and vehicles entering and leaving Transnet premises;
- 3.1.8 Maintain order and protect TPT's customers, staff and property, including traffic control if and when required;
- 3.1.9 Conduct security checks over a specified area;
- 3.1.10 Assist in conducting risk assessments and develop appropriate risk mitigation measures to target identified risks;
- 3.1.11 To take charge of keys, ensuring that they are kept securely and issuing them to authorized people in accordance with instructions;
- 3.1.12 Adherence to Transnet health and safety policies and procedures;
- 3.1.13 Utilising available technology and conducting regular patrols to ensure protection of Transnet assets from theft and damage; and
- 3.1.14 Canine (K9) Operations, where specified.

3.2 Eligibility Criteria

Bidders will need to comply with all the eligibility criteria that are necessary to establish whether bidders are in accordance with set conditions/regulatory compliance. In respect of Security Services, the following eligibility criteria have been set:

- 3.2.1 At least 3 years' experience providing Security Services in one of the security disciplines mentioned in this RFP (trade references will be required to be supplied as proof).
- 3.2.2 Respondents to be a registered as a Security Service provider in terms of Section 20 of the Private Security Industry Regulatory Act.
- 3.2.3 Letter of good standing from the Compensation of Occupational Injuries and Diseases Fund (COID)
- 3.2.4 All Members, Directors, Partners or Trustee of the Company to be registered with PSIRA to at least Grade "B".
- 3.2.5 Provide a valid letter of good standing from PSIRA.
- 3.2.6 Provide proof that the Respondent only employ South African citizens who are registered with PSIRA.
- 3.2.7 Provide proof that Respondent do criminal clearance checks of security officials in his/her employ.
- 3.2.8 Provide proof that the security officials in his/her employ have received SASSETA/PSIRA training by an accredited training service provider.
- 3.2.9 Provide proof of SAPS criminal clearance certificates of all company Members/ Directors/Partners or Trustee's.

- 3.2.10 Provide proof of offices situated in the area for which the respondent is tendering and which will support the service to the TPT together with three (3) reference letters from local Clients that confirm their current and/or previous engagements.

3.3 Security Officer Requirements

TPT requires the prospective service providers to provide a security solution that combines security officers, relevant technology in the market today and related equipment. The security solutions are sought at various TPT sites across the country. The following grades of security officers are required:

3.3.1 Security Officer Grade A means an employee who performs any or more of the following duties:

- 3.3.1.1 Assuming responsibility of all staff under his/her control;
- 3.3.1.2 Assisting in the screening of candidates for employment;
- 3.3.1.3 Assuming responsibility for staff training;
- 3.3.1.4 Guarding or protecting goods and Transnet assets;
- 3.3.1.5 Required to drive a motor vehicle in the performance of any or all of the employee's duties; and
- 3.3.1.6 Required to conduct Security Risk & Threat Assessments and Incident Investigations.

3.3.2 Security Officer Grade B means an employee who performs any or more of the following duties:

- 3.3.2.1 Supervising the duties performed by security officers under his control;
- 3.3.2.2 Instructing security officers to execute legal instructions given in the course of executing their functions;
- 3.3.2.3 Perform on the job training/mentoring of security officers at Grade C;
- 3.3.2.4 Perform planned job observations to ensure that officers under his control execute their functions as per site instructions/standard operating procedures; and
- 3.3.2.5 To monitor and enforce legal compliance in terms of terminal health and safety requirements

3.3.3 Security Officer Grade C means an employee who performs any one or more of the following duties:

- 3.3.3.1 Performing foot patrol duties;
- 3.3.3.2 Performing access control duties;
- 3.3.3.3 Guarding or protecting Transnet's people, assets (including physical infrastructure), visitors and Customer's cargo;
- 3.3.3.4 Who may be called upon to perform any or all of the duties of a security officer; and
- 3.3.3.5 Perform traffic management duties within Transnet controlled area, when required.

3.3.4 The Prospective Service Provider Must Be Able To:

- 3.3.4.1 Provide all security officers and supervision necessary for the proper, efficient and economic performance of the required Security Service and shall ensure that such performance is carried out in such a way that it will enable TPT to secure its assets, infrastructure, employees and all TPT's authorised third parties within the Sites, third party property and information;

- 3.3.4.2 Provide the necessary equipment/resources needed to execute the security service;
- 3.3.4.3 Provide the necessary standard security equipment which, at all times, shall be clean and in good working order and/or good condition, including but not limited to handcuffs, batons, radios, pocketbooks, visitors' register, declaration register, lost and found register, occurrence books, pens, torches, wrist watches, reflector jackets and personal protective equipment to enable security officers to perform their duties.
- 3.3.4.4 All original pages of books, registers or other documents used in the supply of the Security Service(s) shall immediately after they are full become the property of TPT, and shall be handed to TPT, against a signature recording receipt, for safe keeping and record purposes. TPT reserves the right to provide its own stationery to the Service Provider for such use on its Sites.
- 3.3.4.5 Demonstrate that all security officers are registered with PSIRA and prospective service providers may only employ and post South African citizens or persons who have permanent resident status in South Africa, for the performance of Security Services.
- 3.3.4.6 Certified copies of the relevant certificates/documentary evidence shall be submitted by the Service Provider to TPT as proof of the security officers' registration with PSIRA and other relevant authorities, on or before the start of the contract.
- 3.3.4.7 Provide current non-criminal clearances (automated fingerprint identification) for each and every security officer to be deployed by the Service Provider to all Sites. In this regard the Service Provider shall provide such certification on the following basis:
 - 3.3.4.7.1. The only acceptable certification will be that which has been issued by an official service provider appointed by the SAPS for the provision of this service, or by the SAPS.
 - 3.3.4.7.2. Each certificate is valid for 12 (twelve) months only, where after it must be renewed prior to the expiry date of any such existing certification for a security officer.
- 3.3.4.8 All costs to produce non-criminal clearance certificates shall be borne by the Service Provider.
- 3.3.4.9 When required to carry firearms by TPT (certain ad-hoc emergency services), the Service Provider shall only deploy such security officers required to carry firearms who are licensed to do so in terms of the Firearms Control Act, 60 of 2000.
- 3.3.4.10 The State Security Agency (SSA) may, from time to time, require security officers who are deployed at the South African Ports to undergo a security screening process. In such cases the Service Provider will cooperate with TPT to provide the necessary information pertaining to the security officers in question, as required by SSA in order to perform this security screening exercise.
- 3.3.4.11. Provide proof, or a Letter of Intent from an Insurer, that the Service Provider have/shall obtain Public Liability Insurance, Security Liability insurance and Third Party Liability insurance cover for not less than R5 000 000 (five million South African Rand) in respect of one Incident or a series of Incidents arising from the same cause and with an annual limit of cover not less than R30 000 000 (thirty million South African Rand).

3.4 Fitness for Duty Requirements

- 3.4.1 The prospective Service Provider will be responsible for all its employees to be deployed to TPT's Sites to undergo **annual** medical examinations and shall be declared "fit for duty" by a registered Occupational Health Practitioner.
- 3.4.2 The medical examination will be as prescribed in each of TPT site-specific medical examinations based on the Occupational Risk Exposure Profile (OREP) for security officers deployed at a specific Site. No Security Officer may be deployed on site without a valid "fitness for duty" certificate.
- 3.4.3 In the event that security officers are employed from the previous service provider, a "fitness for duty" certificate that is still valid, would be accepted as part of the transition process.

3.5 Training Requirements

- 3.5.1 Prospective Service Providers must be able to provide TPT with necessary proof of the qualifications of, and the training undergone by all the security officers, before TPT shall permit the Service Provider to commence with the Security Service(s) and the deployment of its security officers. Acceptable proof of qualification shall be:
 - 3.5.2 An NQF or equivalent qualification (as specified by PSIRA) or proof of relevant experience;
 - 3.5.3 PSIRA training certificate for the Grades A, B, or C (as applicable to the specific site requirements);
 - 3.5.4 Registration with PSIRA ("new" certificate);
 - 3.5.5 Proof that the security officer has undergone ISPS Code training (SASSETA Unit standards 242834 and 252174) from an accredited training institution;
 - 3.5.6 All Supervisors and nominated first aiders must be trained on first aid (level 1 to 3);
 - 3.5.7 All Supervisors and security officers deployed at sites where alco-breathalyser machines are in use, must be trained in the use thereof;
 - 3.5.8 Security officers nominated to act as fire fighters must receive fire-fighting training;
 - 3.5.9 Proof of SASSETA training relating to firearms to be provided to TPT, upon its specific request.
- 3.5.10 Service Providers will be required to ensure that its security officers undergo retraining/refreshers training as may be required by applicable legislation and/or every 6 (six) months in a particular year or at such intervals as may be agreed upon between the Service Provider and TPT, from time to time.
- 3.5.11 All training and re-training requirements associated with this Agreement shall be for the account of the Service Provider.
- 3.5.12 Before any security officer commences with his or her duties, he or she must attend a compulsory induction course, arranged by TPT, which is intended to acquaint each security officer with the

safety requirements, security site instructions and the operational environment at the terminal. The Service Provider shall be responsible for the remuneration of its security officers during their attendance at such an induction session.

3.6 Identification Requirements

3.6.1 The security officers need to comply with the identification requirements of TPT.

3.6.2 Identification for the purpose of this tender include but is not limited to:

3.6.2.1 a standard uniform, as agreed upon between the Parties, which shall consist of at least the following:

3.6.2.1.1 In the case of male security officers:

- security wear includes shirt, pants, socks, safety boots, belt, baton, handcuffs, the Service Provider's insignia and adequate clothing for protection against inclement or cold weather, which includes a jersey, warm weather coat and a full-length rain suit, as and when required; and
- corporate wear of the Service Provider, if so required by TPT, must include a blazer, tie, shirt, trousers, jersey, socks, shoes, belt, handcuffs, adequate clothing for protection against inclement weather and the Service Provider's insignia, which must appear on the uniform as specified by TPT.

3.6.2.1.2 In the case of female security officers:

- Security wear includes blouse, skirt or trousers, stockings, safety boots, baton, handcuffs, the Service Provider's insignia and adequate clothing for protection against inclement or cold weather, which includes a jersey, warm weather coat and a full-length rain suit as and when required; and
- corporate wear of the Service Provider, if so required by TPT, must include a blazer, tie, skirt, blouse, jersey, trousers, stockings, shoes, handcuffs, adequate clothing for protection against inclement weather and the Service Provider's insignia, which must appear on the uniform as specified by TPT;

3.6.2.2 a reflector jacket with the Service Provider's name on the front and back, which is to be issued to all security officers, unless otherwise specified by TPT; and

3.6.2.3 bullet-proof vests (SABS approved) whenever security officers are issued with firearms, or if otherwise directed to do so by TPT.

3.6.2.4 uniform of the security officers must comply with the requirements in terms of regulation 13 of the Private Security Industry Regulations, 2002 and supplementary directives issued by PSIRA from time to time.

3.6.3 Security officers must be issued with an identity disc, tag or other equipment prescribed by TPT which will contain the following information in respect of the Service Provider's security officers:

3.6.3.1 a recent colour photograph of the relevant security officer;

- 3.6.3.2 the name of the security officer on the identification badge must be visible and legible;
- 3.6.3.3 the identity number, PSIRA registration number and grade of the security officer;
- 3.6.3.4 the name and logo of the Service Provider; and
- 3.6.6.5 the name of the Terminal of TPT, where deployed.
- 3.6.4 The security officers must, in terms of regulation 9 of the Private Security Industry Regulations, 2002, carry his/her PSIRA ID card, or as otherwise agreed by TPT.

3.7 Handheld Two-Way Radio Requirements

- 3.7.1 The Service Provider must provide handheld two-way radio sets which shall have an adequate range to ensure, as far as is practically possible, good communication between any two points within an area on the Site of TPT where the Service is provided.
- 3.7.2 The Service Provider shall at its own cost supply a radio base set, to be installed in the Security Control Room of TPT, as well as a diagram of the call signs, which shall enable direct communication between the Service Provider's security officers and the Service Provider's Operations/Control Room.
- 3.7.3 It is required that the service provider must have a dedicated frequency assigned to his company to prevent any interference from other sites that uses the same frequency in the area.
- 3.7.4 The Service Provider shall take the necessary steps to prevent radio transmissions on or near TPT's premises to cause interference with, or block reception by, radio systems used by TPT or any other Division or Business Units of Transnet and commercial shipping operators.
- 3.7.5 Under no circumstances shall the Service Provider operate any radio equipment on TPT's premises without obtaining the prior written authority from Liquid Telecom and/or Transnet Freight Rail Signal Department, as appropriate, details of which shall be provided to the Service Provider upon request.
- 3.7.6 All radio equipment used by the Service Provider in the performance of the Security Service must be licensed in terms of the provisions of the Independent Communications Authority of South Africa ("ICASA").

3.8 Requirements for Road Motor Vehicles

- 3.8.1 Where required by TPT, the Service Provider shall provide comprehensively insured roadworthy and licensed motor vehicle(s) to TPT for roving patrols, security duties and/or prevention of and response to incidents.
- 3.8.2 The motor vehicle(s), and driver(s) shall be made available to be an onsite response service to TPT. The monthly cost for the vehicle shall include the fuel cost.
- 3.8.3 The motor vehicle(s), shall only be driven by drivers who hold valid, unendorsed and appropriate code licences and shall carry their driver's licence at all times on their person when driving the

motor vehicle(s). The Supervisor for the site may also be the driver of the onsite response vehicle.

- 3.8.4 The Service Provider will only be allowed to transport security officials in a closed top vehicle when a vehicle is used to assist with the posting of security officials to their deployment areas. Should a LDV type vehicle be used for this purpose, then the vehicle must be fitted with a canopy for the protection of the security officials.
- 3.8.5 The Service Provider shall ensure that vehicle logbooks are kept with all vehicles and are completed correctly and fully on a per shift basis. TPT may at any given time request the Service Provider to provide such logbooks for inspection purposes.
- 3.8.6 Maintenance, servicing and mechanical repairs (hereinafter referred to as "maintenance") of the motor vehicle(s) including all adjustments necessary to keep the motor vehicle(s) in a roadworthy and operational condition shall be provided by the Service Provider at its own cost.
- 3.8.7 Maintenance records for the vehicles provided in terms of this Agreement shall be made available to TPT by the Service Provider whenever such request is made by TPT.
- 3.8.8 The Service Provider's logos are to be prominently displayed on both front doors of its motor vehicles as a minimum, or as agreed with TPT.
- 3.8.9 Amber rotating light(s) shall be fitted to the roof of the vehicle when it is used within the confines of the terminal to assist in the identification of the vehicle when operated in close proximity of heavy machinery and cargo handling equipment.

3.9 Requirements for the Provision of Dogs (As and When Required by the Business Unit)

- 3.9.1 Guard dogs shall only be of a specified breed (i.e. Doberman, Rottweiler or German Shepherd), which shall be duly trained to perform duties as a guard dog. Dogs shall be free of contagious diseases, certified as such by a registered veterinary surgeon. A certified copy of such certificate shall be made available to TPT, if the Service Provider is requested to do so.
- 3.9.2 Guard dogs must be trained to protect their handlers, to intercept perpetrators of crime and to be alert for intruders in their patrol areas. The guard dogs shall be required to be a deterrent to criminal elements and shall be trained to overcome obstacles such as steps, 1 (one) metre high walls and be able to crawl underneath low objects.
- 3.9.3 Guard dogs shall be trained to obey not more than one handler and shall only be under his/her control. Guard dogs shall at all times be under supervision of the handler whilst on duty.
- 3.9.4 The age of the guard dog shall not exceed 6 (six) years.
- 3.9.5 Guard dogs shall at all times be properly kennelled, groomed and fed, in order to maintain them in a good state of health, when not deployed on site.
- 3.9.6 The Service Provider shall ensure that fresh water as well as equipment like leads, water bowls, choke chains and combs are available at all times and ensure that the premises are kept clear of dog faeces.

- 3.9.7 A qualified dog handler shall at all times handle guard dogs. A certified copy of the certificate indicating that the dog handler has successfully passed the training course in the effective handling of a guard dog, shall be made available to TPT where TPT deems it fit to do so.
- 3.9.8 The Service Provider must at all times comply with the requirements as contemplated in the Performing Animals Protection Act, 24 of 1935 and Animals Protection Act, 71 of 1962

3.10 Administrative/Management Support Requirements

3.10.1 Transnet seeks to evaluate and appoint service providers who have the capability and capacity to provide various security services for Static Physical Guarding. This discipline refers to the guarding of TPT's facilities and this will be accomplished by way of deploying service providers who have expertise and a track record in the services which are explained below. These services will be allocated and managed per port. To this end, it is expected that the service provider will have the company Head Office or Branch Office in the city/town where he intends to render the service.

3.11 Branch Office/s Location

- 3.11.1 A Branch office is an office that serves a certain geographic or demographic area to expand the access of customer services and other services available, beyond the Head Office. It also allows the company to have presence in more provinces than just the one where the Head Office is located.
- 3.11.2 Please select below the city/town in which your company currently have the Head Office and/or branch offices (proof of these branch offices must be supplied along with the returnable RFP documents). All branch offices should be fully functional and operational.

Office/s					
Richards Bay		Port Elizabeth		Northern Cape (Lohatla)	
Durban		Cape Town		Witbank (Kendal)	
East London		Saldanha			

- 3.11.3 Kindly take note that, in the event of your company being short-listed, TRANSNET will be conducting its technical evaluation on your company based on the locations you have indicated, hence the areas that have been selected must have existing facilities and be operational in order to qualify. Should it be clear during the phase 2 evaluation process that the branch office is a front and not fully operational, servicing current clients in the area, the evaluation would not continue and the service provider would be disqualified.

3.12 Required Security Services

- 3.12.1 In order to equip the facilities with optimum security and minimise incidents and possible losses, TPT has identified the services below which are essential to fulfil this objective. As a minimum, TPT will require Physical Guards across all its facilities but in addition specialised Canine (K9) services will be required to cater for the unique security needs of specific sites. Armed escort services may be required during the contract period. However, this would be of an ad-hoc/emergency nature, depending on the risk the business faces and is excluded from this Scope of Work.

3.13 Physical Guarding (Unarmed)

- 3.13.1 TPT would like to elicit and evaluate responses from Security Service Providers who have expertise in providing Physical Guarding Security Services, which is defined as the supply of graded guards positioned at different static locations with the sole purpose to guard and protect TPT's assets and property, supported by appropriate technologies. These technologies are currently Transnet owned and operated. In the Transnet context, Physical Security Services includes the following subcategories: foot patrols, mobile patrols, guarding of Port terminals including the facilities and goods in the terminals. At some terminals guards would also be expected to perform traffic control in times of peak traffic and congestion. Potential Service Providers who are able to provide un-armed guarding will be considered to provide the required services.

3.14 Specialised Services - Canine (K9) Security

- 3.14.1 TPT would like to elicit and evaluate responses from Security Service Providers who have an expertise in providing Canine (K9) Security services, which is defined as the provision of graded security guards who in addition to normal guarding functions have been trained to render security services with specially trained dogs. Canine Security Services would be used primarily as part of the crime prevention initiative and as part of the Physical Guarding service category. The service providers would further be required to have kennelling facilities, veterinary services and similarly related services required to maintain the health of the dogs.

SCOPE OF REQUIRED RESOURCES AND EQUIPMENT

Respondents are required to read the tables below in conjunction with the requirements set out above:

DURBAN (Point) MULTI-PURPOSE TERMINAL		
MAGISTERIAL AREA (PSIRA) 1		NO. OF RESOURCES/EQUIPMENT
Grade A: Day Shift	(Mon to Sun)	1
Grade A: Night Shift	(Mon to Sun)	1
Grade B: Day Shift	(Mon to Sun)	1
Grade B: Night Shift	(Mon to Sun)	1
Grade C: Day Shift	(Mon to Sun)	20
Grade C: Night Shift	(Mon to Sun)	19
Handheld radios per month		22
Torches per Month		20
Handheld metal detector		5
On Site Response vehicle per month		1
Spotlight for vehicle per month		1
<u>SITE-SPECIFIC SHEQ REQUIREMENTS (with Company insignia)</u>		
Standard two-piece combat uniform (males and females) i.e. trousers/skirts		
Steel toe-capped safety boots		
Hardhat		
Reflective Vest/Jacket		
Waterproof Rain suit		
Covid-19 PPE as directed in the applicable Regulations		

DURBAN CAR TERMINAL		
MAGISTERIAL AREA (PSIRA) 1		NO. OF RESOURCES/EQUIPMENT
Grade A: Day Shift	(Mon to Sun)	3
Grade A: Night Shift	(Mon to Sun)	2
Grade B: Day Shift	(Mon to Sun)	2
Grade B: Night Shift	(Mon to Sun)	2
Grade C: Day Shift	(Mon to Sun)	49
Grade C: Night Shift	(Mon to Sun)	46
Security Patrol Dog: Night Shift (Mon to Sun)		1
Handheld radios per month		47
Torches per Month		47
On Site Response vehicle per month		1
Spotlight for vehicle per month		1
Handheld Metal detector		22
<u>SITE-SPECIFIC SHEQ REQUIREMENTS (with Company insignia)</u>		
Standard two-piece combat uniform (males and females) i.e. trousers/skirts		
Steel toe-capped safety boots		
Reflective Vest/Jacket (with Velcro cover strips over zipper)		
Waterproof Rain suit		
Covid-19 PPE as directed in the applicable Regulations		

DURBAN CAR TERMINAL	
MAGISTERIAL AREA (PSIRA) 1	NO. OF RESOURCES/EQUIPMENT
<u>FOLLOWING REQUIREMENTS FOR THE CAR TERMINAL ONLY</u> <u>NB: All garments/uniform and clothing worn at the Car Terminal must be "scratch-proofed"</u>	
Cotton hand protection gloves (no rings allowed on fingers)	
Belt buckle covers	
Watch cover	

DURBAN - MAYDON WHARF MULTI-PURPOSE TERMINAL	
MAGISTERIAL AREA (PSIRA) 1	NO. OF RESOURCES/EQUIPMENT
Grade A: Day Shift (Mon to Sun)	1
Grade A: Night Shift (Mon to Sun)	1
Grade B: Day Shift (Mon to Sun)	1
Grade B: Night Shift (Mon to Sun)	1
Grade C: Day Shift (Mon to Sun)	10
Grade C: Night Shift (Mon to Sun)	9
Handheld radios per month	11
Base Radio per month	1
Torches per month	10
Handheld Metal detector	4
On Site Response vehicle per month	1
Spotlight for vehicle per month	1
<u>SITE-SPECIFIC SHEQ REQUIREMENTS (with Company insignia)</u>	
Standard two-piece combat uniform (males and females) i.e. trousers/skirts	
Steel toe-capped boots	
Hardhat	
Reflective Jacket	
Safety Eyewear	
Waterproof Rain suit	
Dust masks (FFP3 with valve)	
Covid-19 PPE as directed in the applicable Regulations	

DURBAN - MAYDON WHARF AGRI-BULK	
MAGISTERIAL AREA (PSIRA) 1	NO. OF RESOURCES/EQUIPMENT
Grade B: Day Shift (Mon to Sun)	1
Grade B: Night Shift (Mon to Sun)	1
Grade B: Day Shift (Mon to Fri)	1
Grade C: Day Shift (Mon to Sun)	7
Grade C: Night Shift (Mon to Sun)	5
Handheld radios per month	6
Torches per month	5
Handheld Metal detector	3
<u>SITE-SPECIFIC SHEQ REQUIREMENTS (with Company insignia)</u>	
Standard two-piece combat uniform (males and females) i.e. trousers/skirts	

DURBAN - MAYDON WHARF AGRI-BULK	
MAGISTERIAL AREA (PSIRA) 1	NO. OF RESOURCES/EQUIPMENT
Steel toe-capped boots	
Hardhat	
Reflective Jacket	
Safety Eyewear	
Waterproof Rain suit	
Dust masks (FFP3 with valve)	
Covid-19 PPE as directed in the applicable Regulations	

DURBAN CONTAINER TERMINAL - PIER 1	
MAGISTERIAL AREA (PSIRA) 1	NO. OF RESOURCES/EQUIPMENT
Grade A: Day Shift (Mon to Sun)	2
Grade A: Night Shift (Mon to Sun)	2
Grade B: Day Shift (Mon to Sun)	1
Grade B: Night Shift (Mon to Sun)	1
Grade C: Day Shift (Mon to Fri)	1
Grade C: Day Shift (Mon to Sun)	27
Grade C: Night Shift (Mon to Sun)	27
Handheld radios per month	12
Torches per month	12
Base Radio per month	1
On site Response vehicle per month	1
Spotlight for vehicle per month	1
Cell phone	1
Life jackets	6
<u>SITE-SPECIFIC SHEQ REQUIREMENTS (with Company insignia)</u>	
Standard two-piece combat uniform (males and females) i.e. trousers/skirts	
Steel toe-capped safety boots	
Hardhat	
Reflective Vest/Jacket	
Waterproof Rain suit with hood and reflective strip	
Covid-19 PPE as directed in the applicable Regulations	

DURBAN CONTAINER TERMINAL - PIER 2	
MAGISTERIAL AREA (PSIRA) 1	NO. OF RESOURCES/EQUIPMENT
Grade A: Day Shift (Mon to Sun)	4
Grade A: Night Shift (Mon to Sun)	4
Grade B: Day Shift (Mon to Sun)	2
Grade B: Night Shift (Mon to Sun)	2
Grade C: Day Shift (Mon to Sun)	34
Grade C: Night Shift (Mon to Sun)	34
Handheld radios per month	22
Torches per month	20
Base Radio per month	1
On Site Response vehicle per month	2

DURBAN CONTAINER TERMINAL - PIER 2	
MAGISTERIAL AREA (PSIRA) 1	NO. OF RESOURCES/EQUIPMENT
Spotlight for vehicle per month	2 (1 per vehicle)
Cell phone	2
Life jackets	8
<u>SITE-SPECIFIC SHEQ REQUIREMENTS (with Company insignia)</u>	
Standard two-piece combat uniform (males and females) i.e. trousers/skirts	
Steel toe-capped safety boots	
Hardhat	
Reflective Vest/Jacket	
Waterproof Rain suit with hood and reflective strip	
SAMSA Approved Life Jackets (2 per shift)	
Covid-19 PPE as directed in the applicable Regulations	

CAPE TOWN CONTAINER TERMINAL	
MAGISTERIAL AREA (PSIRA) 1	NO. OF RESOURCES/EQUIPMENT
Grade B: Day Shift (Mon to Sun)	1
Grade B: Night Shift (Mon to Sun)	1
Grade C: Day Shift (Mon to Sun)	35
Grade C: Night Shift (Mon to Sun)	31
Base Radio per month	1
On site Response vehicle per month	1
Spotlight for vehicle per month	1
Handheld radios per month	19
Torches per month	21
<u>SITE-SPECIFIC SHEQ REQUIREMENTS (with Company insignia)</u>	
Standard two-piece combat uniform (males and females) i.e. trousers/skirts	
Steel toe-capped safety boots	
Hardhat	
Reflective Vest/Jacket	
Waterproof Raincoat/Rain suit (with hoodies)	
Dust masks (cartridge type) this need not be issued as a standard	
Covid-19 PPE as directed in the applicable Regulations	

CAPE TOWN MULTI-PURPOSE TERMINAL	
MAGISTERIAL AREA (PSIRA) 1	NO. OF RESOURCES/EQUIPMENT
Grade B: Day Shift (Mon to Sun)	1
Grade B: Night Shift (Mon to Sun)	1
Grade C: Day Shift (Mon to Sun)	15
Grade C: Night Shift (Mon to Sun)	14

CAPE TOWN MULTI-PURPOSE TERMINAL	
MAGISTERIAL AREA (PSIRA) 1	NO. OF RESOURCES/EQUIPMENT
Base Radio per month	1
Handheld radios per month	11
Torches per month	10
<u>SITE-SPECIFIC SHEQ REQUIREMENTS</u> (with Company insignia)	
Standard two-piece combat uniform (males and females) i.e. trousers/skirts	
Steel toe-capped safety boots	
Hardhat	
Reflective Vest/Jacket	
Waterproof Raincoat/Rain suit (with hoodies)	
Dust masks (cartridge type) this need not be issued as a standard	
Covid-19 PPE as directed in the applicable Regulations	

SALDANHA IRON ORE TERMINAL	
MAGISTERIAL AREA (PSIRA) 1	NO. OF RESOURCES/EQUIPMENT
Grade B: Day Shift (Mon to Fri)	3
Grade C: Day Shift (Mon to Sun)	15
Grade C: Night Shift (Mon to Sun)	18
Grade C: Day Shift (Sat and Sun)	3
Grade B: Day Shift (Mon to Fri)	1 (From Dec 2023 – New parking area and building)
Grade C: Day Shift (Mon to Sun)	2 (From Dec 2023 – New parking area and building)
Grade C: Day Shift (Sat and Sun)	1 (From Dec 2023 – New parking area and building)
Grade C: Night Shift (Mon to Sun)	3 (From Dec 2023 – New parking area and building)
<u>SITE-SPECIFIC SHEQ REQUIREMENTS</u> (with Company insignia)	
Standard two-piece combat uniform (males and females) i.e. trousers for all field officers and skirts for ladies in the office Reception area	
Steel toe-capped safety boots	
Hardhat	
Reflective Vest/Jacket	
Waterproof Rain Suit (not raincoats)	
Dust masks	
Ear Plugs	
Safety Glasses	
Covid-19 PPE as directed in the applicable Regulations	

PORT ELIZABETH MULTI-PURPOSE AND CAR TERMINAL	
MAGISTERIAL AREA (PSIRA) 1	NO. OF RESOURCES/EQUIPMENT
Grade C: Day Shift (Mon to Sun)	16
Grade C: Night Shift (Mon to Sun)	16
Handheld radios per month	13

PORT ELIZABETH MULTI-PURPOSE AND CAR TERMINAL	
MAGISTERIAL AREA (PSIRA) 1	NO. OF RESOURCES/EQUIPMENT
Torches per month	13
Guard Monitoring System	3 foot patrol routes
<u>SITE-SPECIFIC SHEQ REQUIREMENTS (with Company insignia)</u>	
Standard two-piece combat uniform (males and females) i.e. trousers/skirts	
Steel toe-capped safety boots	
Hardhat	
Reflective Vest/Jacket (with Velcro cover strips over zipper)	
Waterproof Raincoat/Rain suit	
Dust masks	
Covid-19 PPE as directed in the applicable Regulations	
<u>FOLLOWING REQUIREMENTS FOR THE CAR TERMINAL ONLY</u>	
<u>NB: All garments/uniform and clothing worn at the Car Terminal must be "scratch-proofed"</u>	
Cotton hand protection gloves (no rings allowed on fingers)	
Belt buckle covers	
Watch cover	

NORTHERN CAPE, LOHATLA (Managed by Port Elizabeth)	
MAGISTERIAL AREA (PSIRA) 1	NO. OF RESOURCES/EQUIPMENT
Grade C: Day Shift (Mon to Sun)	2
Grade C: Night Shift (Mon to Sun)	2
Handheld radios per month	2
Torches	2
Cell phone	1
<u>SITE-SPECIFIC SHEQ REQUIREMENTS (with Company insignia)</u>	
Standard corporate uniform (males and females)	
Reflective Vest/Jacket	
Safety shoes	
Hard hat	
Dust mask	
Waterproof Rain suit	
Covid-19 PPE as directed in the applicable Regulations	

PORT ELIZABETH CONTAINER TERMINAL	
MAGISTERIAL AREA (PSIRA) 1	NO. OF RESOURCES/EQUIPMENT
Grade B: Day Shift (Mon to Sun)	1
Grade B: Night Shift (Mon to Sun)	1
Grade C: Day Shift (Mon to Sun)	9
Grade C: Night Shift (Mon to Sun)	9
Handheld radios per month	8
Torches per month	7
Base Radio per month	1

PORT ELIZABETH CONTAINER TERMINAL	
MAGISTERIAL AREA (PSIRA) 1	NO. OF RESOURCES/EQUIPMENT
On site Response vehicle per month	1
Spotlight for vehicle per month	1
Guard Monitoring System	3 foot patrol routes
Company Cellular Phone	1
SITE-SPECIFIC SHEQ REQUIREMENTS (<i>with Company insignia</i>)	
Standard two-piece combat uniform (males and females) i.e. trousers – Formal and combat	
Steel toe-capped safety boots	
Hardhat	
Reflective Vest/Jacket	
Waterproof Rain suit	
Dust masks	
Covid-19 PPE as directed in the applicable Regulations	

EAST LONDON (MULTI-PURPOSE, BULK AND CAR TERMINALS)	
MAGISTERIAL AREA (PSIRA) 2	NO. OF RESOURCES/EQUIPMENT
Grade B: Day Shift (Mon to Sun)	1
Grade B: Night Shift (Mon to Sun)	1
Grade C: Day Shift (Mon to Sun)	20
Grade C: Night Shift (Mon to Sun)	21
Handheld radios per month	24
Torches per month	23
Base Radio per month	1
On site Response vehicle per month	1
Spotlight for vehicle per month	1
Guard Monitoring System	4 foot patrol routes
Company Cellular Phone	1
SITE-SPECIFIC SHEQ REQUIREMENTS (<i>with Company insignia</i>)	
Standard two-piece combat uniform (males and females) i.e. trousers/skirts	
Steel toe-capped safety boots	
Hardhat	
Reflective Vest/Jacket	
Waterproof Rain suit	
Dust masks	
Covid-19 PPE as directed in the applicable Regulations	

NGQURA CONTAINER TERMINAL	
MAGISTERIAL AREA (PSIRA) 1	NCT NO. OF RESOURCES/EQUIPMENT
Grade B: Day Shift (Mon to Sun)	1
Grade B: Night Shift (Mon to Sun)	1
Grade C: Day Shift (Mon to Sun)	16
Grade C: Night Shift (Mon to Sun)	16
Handheld radios per month	14
Torches per month	16
Base Radio per month	1
On site Response vehicle per month	1
Spotlight for vehicle per month	1
Guard Monitoring System	3 patrol routes
Company Cellular Phone	1
<u>SITE-SPECIFIC SHEQ REQUIREMENTS (with Company insignia)</u>	
Standard two-piece combat uniform (males and females) i.e. trousers/skirts	
Steel toe-capped safety boots	
Hardhat	
Reflective Vest/Jacket	
Waterproof Raincoat/Rain suit	
Dust masks	
Covid-19 PPE as directed in the applicable Regulations	

RICHARDS BAY TERMINAL (MPT and DBT)	
MAGISTERIAL AREA (PSIRA) 3	R/BAY MPT & DBT NO. OF RESOURCES/EQUIPMENT
Grade A: Day Shift (Mon to Sun)	1
Grade A: Night Shift (Mon to Sun)	1
Grade B: Day Shift (Mon to Sun)	1
Grade B: Night Shift (Mon to Sun)	1
Grade C: Day Shift (Mon to Sun)	56
Grade C: Night Shift (Mon to Sun)	56
Handheld radios per month	56
On site Response vehicle per month	2
Spotlight for vehicle per month	2
Base Radio per month	2
Torches per month	56
Security Patrol dogs	2
<u>SITE-SPECIFIC SHEQ REQUIREMENTS (with Company insignia)</u>	
Standard two-piece combat uniform (males and females) i.e. Combat for all operational areas and "Corporate" attire for admin security (i.e. 4 officers)	
Steel toe-capped safety boots	
Hardhat	

RICHARDS BAY TERMINAL (MPT and DBT)	
MAGISTERIAL AREA (PSIRA) 3	R/BAY MPT & DBT NO. OF RESOURCES/EQUIPMENT
Reflective Vest/Jacket	
Waterproof Rain suit	
Dust masks	
Covid-19 PPE as directed in the applicable Regulations	

MPUMALANGA, KENDAL (Managed by Richards Bay)	
MAGISTERIAL AREA (PSIRA) 1	NO. OF RESOURCES/EQUIPMENT
Grade C: Day Shift (Mon to Sun)	2
Grade C: Armed, Day Shift (Mon to Sun)	2
Grade C: Night Shift (Mon to Sun)	2
Grade C: Armed, Night Shift (Mon to Sun)	2
Handheld radios per month	4
Torches	4
Security Patrol Dog	1
<u>SITE-SPECIFIC SHEQ REQUIREMENTS (with Company insignia)</u>	
Standard corporate uniform (males and females)	
Reflective Vest/Jacket	
Safety shoes	
Hard hat	
Dust mask	
Waterproof Rain suit	
Covid-19 PPE as directed in the applicable Regulations	

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 RFP.

TENDER NUMBER: TPT/2022/11/1992/16056/RFP DESCRIPTION: FOR THE PROVISION OF PHYSICAL GUARDING SECURITY SERVICES AT ALL TERMINALS (i.e. RICHARDS BAY (including KENDAL), DURBAN, PORT ELIZABETH (including LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA (HEREINAFTER REFERRED TO AS “THE SECURITY SERVICES”) FOR TRANSNET SOC Ltd [Registration Number 1990/000900/30] OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS “TPT”) FOR A PERIOD OF THREE (3) YEARS ANNEXURE A1				
Item	Requirements	Required Response	Bidders Response	Evidence required
1	Bidder must have a valid PSIRA certificate and accreditation as a security provider in terms of Section 20 of the Private Security Industry Regulation Act. (“New Certificate” as directed in industry circular issued by PSIRA on 10 March 2015)	Yes or No		If yes, provide a valid PSIRA certificate. Submit as a mandatory returnable document, appendix to this Annexure, referenced to point 1 of this Annexure. If "No", or Failure to submit such proof will result in immediate disqualification
2	Proof of Public Liability Insurance cover/or letter of Intent from the Insurer.	Yes or No		If Yes: Bidders to provide proof of Insurance cover/ or letter of intent from Insurer for Public Liability Insurance, Security Liability insurance and Third Party Liability insurance cover for not less than R5,000,000.00 (five million South African Rand) in respect of one Incident or a series of Incidents arising from the same cause and with an annual limit of cover not less than R30,000,000.00 (thirty million South African Rand). Bidder to submit as mandatory returnable document(s), appended to this Annexure, referenced to point 2 of this Annexure. If "No", or Failure to submit such proof will result in immediate disqualification
3	Provide evidence of minimum PSIRA Grade B for each Member, Director, Partner, Trustee of the Company	Yes or No		If Yes: Bidders to provide certified proof of PSIRA credentials for each Member, Director, Partner, Trustee of the Company. Bidder to submit as mandatory returnable document, appended to this Annexure, referenced to point 3 of this Annexure. If "No", or Failure to submit such proof will result in immediate disqualification
4	Letter of good standing from PSIRA	Yes or No		If Yes: Bidders to submit an original signed and /or certified letter on PSIRA letterhead. Bidder to submit as mandatory returnable document, appended to this Annexure, referenced to point 4 of this Annexure. If "No", or Failure to submit such proof will result in immediate disqualification
5	Letter of good standing from COIDA	Yes or No		If Yes: Bidders to submit valid signed/stamped letter from COIDA confirmation good standing. Bidder to submit as mandatory returnable document, appended to this Annexure, referenced to point 5 of this Annexure. If "No", or Failure to submit such proof will result in immediate disqualification
6	All security guards supplied by Service provider must be South African citizens and registered with PSIRA	Yes or No		If yes, provide a sample of registration certificates for at least 5 guards currently in your employ. The certificates must be a certified copy of the original and issued by PSIRA. Submit as a mandatory returnable document, appendix to this Annexure, referenced to point 6 of this Annexure. If "No", or Failure to submit such proof will result in immediate disqualification
7	SAPS Criminal Clearance certificate of Guards in your employ	Yes or No		If Yes: Bidders to provide a sample of clearance certificates for at least 5 guards in your employ. The extent of the clearance must be in line with the Schedule Table of Offences, of the Private Security Industry Regulation Act, 2001. Bidder to submit as mandatory returnable document(s), appended to this Annexure, referenced to point 7 of this Annexure. If "No", or Failure to submit such proof will result in immediate disqualification
8	SASSETA training and/or training provided by a PSIRA accredited training service provider	Yes or No		If yes, provide a sample of training certificates for at least 5 guards currently in your employ. The certificates must confirm SASSETA training and/or training provided by a PSIRA accredited training service provider. Submit as a mandatory returnable document, appendix to this Annexure, referenced to point 8 of this Annexure. If "No", or Failure to submit such proof will result in immediate disqualification
9	SAPS Criminal Clearance certificate of Company Directors and/or Members not older than six (6) months (calculated from the day of the closing of the tender)	Yes or No		Bidder to provide a police clearance certificate for all Company Directors and/or Members. The extent of the clearance must be in line with the Schedule Table of Offences, of the Private Security Industry Regulation Act, 2001. Criminal clearance issued by a 3rd party service provider who is accredited by SAPS is also acceptable. If "No", or Failure to submit such proof will result in immediate disqualification
10	Bidders to provide details of their offices which will be the main centre of support of the Terminal/s tendered for, together with the distance from the same office/s to the Port Terminal/s tendered for. Google Maps will be used to calculate and confirm these distances.			
	Terminal tendered for	Physical Address of Control Room and Offices that will service the specific Port tendered for.		Cellphone/ Landline number
	Port of Richards Bay			
	Kendal Inland Terminal (Mpumalanga)			
	Port of Durban			
	Port of East London			
	Port of Ngqura			
	Port of Port Elizabeth			
	Lohatla Inland Terminal (Northern Cape)			
	Port of Cape Town			
Port of Saldanha				
NB: TPT RESERVES THE RIGHT TO AWARD THE BUSINESS TO THE HIGHEST SCORING BIDDER/S UNLESS OBJECTIVE CRITERIA JUSTIFY THE AWARD TO ANOTHER BIDDER. GEOGRAPHICAL PROXIMITY OF SERVICE PROVIDER'S OFFICE IN RELATION TO THE TRANSNET SITE/S BETWEEN 0 - 50 km RADIUS				
FAILURE TO SUBMIT THIS INFORMATION WILL RESULT IN IMMEDIATE DISQUALIFICATION				
Provide proof of (1) Lease agreement or ownership of office/control room in area of the Terminal/s tendered for and; (2) Five (5) pictures including but not limited to the outside facade of the offices showing company branding, control room showing personnel in uniform and the equipment, communication system with 2 way radio (pictures to be date stamped); (3) The service provider is also required to provide at least 3 reference letters from local clients (i.e. in the local area of the Terminal(s) tendered for) to confirm their current and/or previous engagements. Submit as mandatory returnable documents for each and every Terminal selected, appendix to this Annexure. Failure to submit such proof for any port/terminal(s) will result in disqualification from that port/terminal(s).				
11	Bidders able to provide canine service for the Port of Richards Bay. If sub-contracted, this must be indicated as such	Yes or No		If Yes, provide a valid Licence in terms of The Performing Animal Protection Act. Submit as a mandatory returnable document, appendix to this Annexure, referenced to point 11 of this Annexure. If "No", or Failure to submit such proof will result in immediate disqualification
	Provide proof of (1) Company appointed/contracted veterinary surgeon, feeding program (certified by a Veterinarian); (2) Five (5) pictures including but not limited to the kennels, vehicles that will used for the transport of the dogs (or trailers); (3) Copies of PSIRA certificates of dog handlers that will be used for this contract, including training certificates. Failure to submit such proof will result in disqualification from that terminal.			

Tender No.: : TPT/2022/11/1992/16056/RFP

FOR THE PROVISION OF PHYSICAL GUARDING SECURITY SERVICES AT ALL TERMINALS (i.e. RICHARDS BAY (including KENDAL), DURBAN, PORT ELIZABETH (including LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA (HEREINAFTER REFERRED TO AS "THE SECURITY SERVICES") FOR TRANSNET SOC Ltd [Registration Number 1990/000900/30] OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE (3) YEARS

ANNEXURE B - SUB-CONTRACTING COMMITMENT DOCUMENT

Mandatory Returnable

Respondents who are not EME or QSE's or are not Level 1 to 4 are required to subcontract a minimum of **30% [Thirty Percent]** of the contract value, to QSEs and EMEs that are;

- i. At least 51% owned by Black people
- ii. At least 51% owned by Black people who are youth
- iii. At least 51% owned by Black people who are women
- iv. At least 51% owned by Black people living with Disabilities
- v. At least 51% owned by Black people in rural or underdeveloped areas or townships
- vi. Cooperatives which are 51% owned by Black people
- vii. Black people who are military veterans
- x. Black people who are cooperatives

Will any portion of the contract be sub-contracted?		What % percentage of the contract will be subcontracted	The name of the Sub-Contractor(s)	Has a subcontracting agreement signed by both parties been included?	
(Tick applicable box)				(Tick applicable box)	
(Yes)	(No)			(Yes)	(No)

Comments:

Failure to complete and submit this document, together with a sub-contracting agreement (signed by both parties), evidencing a commitment to subcontract 30% [Thirty Percent] of the contract value, may result in disqualification of the proposal.

Signed

Date

Name

Position

Enterprise
name

TENDERER

MASTER AGREEMENT

entered into by and between

TRANSNET SOC LTD

and

.....

FOR THE PROVISION OF PHYSICAL GUARDING SECURITY SERVICES AT ALL TERMINALS (i.e. RICHARDS BAY (including KENDAL), DURBAN, PORT ELIZABETH (including LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA (HEREINAFTER REFERRED TO AS "THE SECURITY SERVICES") FOR TRANSNET SOC Ltd [Registration Number 1990/000900/30] OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE (3) YEARS - TPT/2022/11/1992/16056/RFP

Agreement Number

Commencement Date

Expiry Date

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SCHEDULE 1 – WORK ORDER / SCHEDULE OF REQUIREMENTS

31 INTRODUCTION

This Agreement is entered into by and between:

Transnet SOC Ltd [Registration Number 1990/000900/30] whose registered address is , Republic of South Africa [**Transnet**] through its operating division Transnet Port Terminals

and

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

NOW THEREFORE, IT IS AGREED:

- 31.1. Transnet Port Terminals (TPT) as a division of Transnet SOC requires Security and Guarding Services for the Contractual Term, and has made use of multiple Security Service providers for the provision of physical guarding security services at our various terminals in the four (4) regions of TPT namely, Richards Bay, Durban, Eastern Cape and Western Cape.
- 31.1. TPT hereby appoints the Service Provider to provide the Services as described in this Agreement in accordance with the Schedule of Requirements (Scope of Work) (Schedule 1) as well as the Service Level Agreement annexed to this Agreement as Schedule; and
- 31.1. the Service Provider by signing this Agreement agrees to provide the Services described herein, in accordance with Schedule 1 and 2 and any other Annexure hereto which forms part of this Agreement

32 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:

- 31.1. **Adhoc Service:** means a temporary Security Service or for a specific purpose only;
- 31.1. **AFSA** means the Arbitration Foundation of South Africa;
- 31.1. **Agreement** means this Agreement and its associated schedules and/or annexures and such special conditions as shall apply to this Agreement, together with the General Tender Conditions and any additional provisions in the associated bid documents tendered by the Service Provider [as agreed, in writing, between the Parties], which collectively and exclusively govern the provision of Services and provision of ancillary Services by the Service Provider to Transnet;
- 31.1. **Authorised Officer** means any person authorised by the owner of any public premises or any public vehicle to act in terms of the provisions of section 2 of the Control of Access to Public Premises and Vehicles Act, 53 of 1985;
- 31.1. **Background Intellectual Property** means all Intellectual Property introduced and required by either Party to give effect to their obligations under this Agreement owned in whole or in part by or licensed to either Party or their affiliates prior to the Commencement Date or developed after the Commencement Date otherwise pursuant to this Agreement;

- 31.1. **Business Day(s)** means Mondays to Fridays between 07:30 and 16:00, excluding public holidays as proclaimed in South Africa;
- 31.1. **Commencement Date** means, notwithstanding the signature date of this Agreement;
- 31.1. **Confidential Information** means any information or other data, whether in written, oral, graphic or in any other form such as in documents, papers, memoranda, correspondence, notebooks, reports, drawings, diagrams, discs, articles, samples, test results, prototypes, designs, plans, formulae, patents, or inventor's certificates, which a Party discloses or provides to the other Party [intentionally or unintentionally, or as a result of one Party permitting the representative of the other Party to visit any of its premises], or which otherwise becomes known to a Party, and which is not in the public domain and includes, without limiting the generality of the term:
- a) information relating to methods of operation, data and plans of the disclosing Party;
 - b) the contents of this Agreement;
 - c) private and personal details of employees or clients of the disclosing Party or any other person where an onus rests on the disclosing Party to maintain the confidentiality of such information;
 - d) any information disclosed by either Party and which is clearly marked as being confidential or secret;
 - e) information relating to the strategic objectives and planning of the disclosing Party relating to its existing and planned future business activities;
 - f) information relating to the past, present and future research and development of the disclosing Party;
 - g) information relating to the business activities, business relationships, products, services, customers, clients and Subcontractors of the disclosing Party where an onus rests on the disclosing Party to maintain the confidentiality of such information;
 - h) information contained in the software and associated material and documentation belonging to the disclosing Party;
 - i) technical and scientific information, Know-How and trade secrets of a disclosing Party including inventions, applications and processes;
 - j) Copyright works;
 - k) commercial, financial and marketing information;
 - l) data concerning architecture, demonstrations, tools and techniques, processes, machinery and equipment of the disclosing Party;
 - m) plans, designs, concepts, drawings, functional and technical requirements and specifications of the disclosing Party;
 - n) information concerning faults or defects in Goods, equipment, hardware or software or the incidence of such faults or defects; and
 - o) information concerning the charges, fees and/or costs of the disclosing Party or its authorised Subcontractors, or their methods, practices or service performance levels actually achieved;
- 31.1. **Controlling Officer** means the person, nominated by a Business Unit of TPT, as its delegated authority to represent TPT's interests in relation to the Service(s) to be provided by the Service

Provider in terms of this Agreement. TPT's Controlling Officer shall be responsible for all key decisions and directives as may be required from time to time with regard to the ongoing provision of such Services by the Service Provider. The Controlling Officer shall include any other person designated by the Controlling Officer such as designated Security Managers within the various regions.

- 31.1. **Copyright** means the right in expressions, procedures, methods of operations or mathematical concepts, computer program codes, compilations of data or other material, literary works, musical works, artistic works, sound recordings, broadcasts, program carrying signals, published editions, photographic works, or cinematographic works of the copyright owner to do or to authorise the doing of certain acts specified in respect of the different categories of works;
- 31.1. **Data** means all data, databases, documents, information, graphics, text or other material in an electronic or tangible medium which the Parties to this Agreement generate, collect, process, store or transmit in relation to their business;
- 31.1. **Declaration Register** means the written record at a Client Site of any item(s) which a visitor to the Site declares to have on his/her person, including laptops and cell phones or other valuable items, prior to being permitted access to the premises;
- 31.1. **Default** means any breach of the obligations of either Party [including but not limited to fundamental breach or breach of a fundamental term] or any Default, act, omission, negligence or statement of either Party, its employees, agents or Subcontractors in connection with or in relation to the subject of this Agreement and in respect of which such Party is liable to the other;
- 31.1. **Deliverable(s)** means any and all works developed, written, prepared, assembled, integrated, modified or provided by the Service Provider in relation to the Services;
- 31.1. **Designs** mean registered Designs and/or Design applications and will include the monopoly right granted for the protection of an independently created industrial design including designs dictated essentially by technical or functional considerations as well as topographies of integrated circuits and integrated circuits;
- 31.1. **Effective Date:** means the Commencement date of the Security Services by the Service Provider;
- 31.1. **Expiry Date** means ;
- 31.1. **Fee(s) and or Price** shall mean the agreed Fees for the Services to be purchased from the Service Provider by TPT, as detailed in the Pricing Schedule (**Schedule 3 hereto**), issued in accordance with this Agreement, as amended by mutual agreement between the Parties and in accordance with the provisions of this Agreement from time to time;
- 31.1. **Foreground Intellectual Property** means all Intellectual Property developed by either Party pursuant to this Agreement;
- 31.1. **Incident** includes but is not limited to any breach of security, unauthorised persons gaining access to the identified TPT Site which the Service Provider is responsible for, unauthorised third party motor vehicles on the Site, bomb threats, suspicious persons or activity in or in the immediate vicinity of the Site, discovery of unattended and / or unknown and / or suspicious packages on the Site, breach of perimeter fencing at the Site, evidence of tampering with TPT's equipment and security systems, theft and pilferage of Client's property and/ or third party property, illegal possession of and/or smuggling of narcotic substances, firearms, counterfeit and any other illegal or contraband goods, loss or damage to or destruction of Client's assets or property or third party

property, hijacking or seizure of TPT's property including but not limited to facilities, equipment, vehicles and buildings and / or any death or injury to a person resulting from any action in an attempt to execute an incident;

- 31.1. **Individual Agreement** means any Individual Service Level Agreement (SLA) entered into between TPT and the Service Provider in respect of a particular TPT' Business Unit;
- 31.1. **ISPS Code** means the International Ship and Port Facility Security Code, as enacted into South African Law by the Merchant Shipping (Maritime Security). Regulations, 2004;
- 31.1. **Intellectual Property** means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world and includes all future additions and improvements to the Intellectual Property;
- 31.1. **Know-How** means all Confidential Information of whatever nature relating to the Intellectual Property and its exploitation as well as all other Confidential Information generally relating to Transnet's field of technology, including technical information, processing or manufacturing techniques, Designs, specifications, formulae, systems, processes, information concerning materials and marketing and business information in general;
- 31.1. **LDV** means a light delivery vehicle;
- 31.1. **Liquid Telecom** means TPT's telecommunication service provider;
- 31.1. **Materials** means the Deliverables, the Service Provider Materials and the Third Party Materials;
- 31.1. **NKPA** means the National Key Points Act, 102 of 1980;
- 31.1. **NQF** means National Qualifications Framework;
- 31.1. **Parties** mean the Parties to this Agreement together with their subsidiaries, divisions, business units, successors-in-title and assigns;
- 31.1. **Party** means either one of these Parties;
- 31.1. **Patents** mean registered Patents and Patent applications, once the latter have proceeded to grant, and includes a right granted for any inventions, products or processes in all fields of technology;
- 31.1. **Permitted Purpose** means any activity or process to be undertaken or supervised by a Staff member of one Party during the term of this Agreement, for which purpose authorised disclosure of the other Party's Confidential Information or Intellectual Property is a prerequisite in order to enable such activity or process to be accomplished;
- 31.1. **Persistent Minor Breach** means 5 (five) consecutive occurrences, over a period of 6 (six) months, in respect of the same or similar minor breaches (as defined in the Individual Agreements) which relate to non-compliance and/or accumulation of penalties by the Service Provider;
- 31.1. **Personnel** means any partner, employee, agent, consultant, independent associate or supplier, Subcontractor and the staff of such Subcontractor, or other authorised representative of either Party;
- 31.1. **Purchase Order(s)** means official orders issued by an operating division of Transnet to the Service Provider for the supply of the Services;
- 31.1. **PSIRA** means the Private Security Industry Regulatory Authority;
- 31.1. **SASSETA** means the Safety & Security Sector Education and Training Authority;
- 31.1. **Security Officer(s)** means the Service Provider's employees including but not limited to security guards (all grades), security supervisors, security inspectors and area managers;

- 31.1. **Security Service(s)** means one or more Security Services or activities as contemplated in the Private Security Industry Regulation Act;
- 31.1. **Service(s)** means the provision of Physical Guarding and Security Services to All Terminals identified herein by the Service Provider who shall be duly registered with PSIRA and remain so registered over the Contractual Term in terms of this Agreement and all Annexures hereto;
- 31.1. **Service Level Agreement** or **SLA** means the processes, deliverables, key performance indicators and performance standards relating to the Services to be provided by the Service Provider as set out in Schedule 2 which may be amended from time to time;
- 31.1. **Service Provider Materials** means all works of authorship, products and materials [including, but not limited to, data, diagrams, charts, reports, specifications, studies, inventions, software, software development tools, methodologies, ideas, methods, processes, concepts and techniques] owned by, or licensed to, the Service Provider prior to the Commencement Date or independently developed by the Service Provider outside the scope of this Agreement at no expense to TPT, and used by the Service Provider in the performance of the Services;
- 31.1. **Site** means any Transnet area or premises where Security Services are required as determined by TPT;
- 31.1. **Staff** means any partner, employee, agent, consultant, independent associate or contractor, Subcontractor and the staff of such Subcontractor, or other authorised representative of either Party;
- 31.1. **Schedule of Requirements** means Schedule 1 hereto;
- 31.1. **Subcontract** means any contract or agreement or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Supplier the Goods or related Services or any part thereof or material used in the manufacture of the Goods or any part thereof;
- 31.1. **Subcontractor** means the third party with whom the Service Provider enters into a Subcontract to assist in the provision of the Services;
- 31.1. **Tax Invoice** means the document as required by Section 20 of the VAT Act, as may be amended from time to time;
- 31.1. **Termination Date** means date of expiry of this Agreement;
- 31.1. **Third Party Material** means software, software development tools, methodologies, ideas, methods, processes, concepts and techniques owned by, or licensed to a third party and used by the Service Provider in the performance of the Services;
- 31.1. **VAT** means Value-Added Tax chargeable in terms of the VAT Act, 89 of 1991, as may be amended from time to time; and
- 31.1. **VAT Act** means the Value Added Tax Act, No 89 of 1991, as may be amended from time to time.
- 31.1. **Work Order(s)** means a detailed scope of work for a Service required by Transnet, including **timeframes**, Deliverable, Fees and costs for the supply of the Service to Transnet, which may be appended to this Agreement from time to time.

33 INTERPRETATION

- 31.1. Clause headings in this Agreement are included for ease of reference only and do not form part of this Agreement for the purposes of interpretation or for any other purpose. No provision shall be

construed against or interpreted to the disadvantage of either Party hereto by reason of such Party having or being deemed to have structured or drafted such provision.

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

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

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

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

34 NATURE AND SCOPE

31.1. This Agreement sets out the terms and conditions in terms of which the Service Provider will provide the Services to TPT which meet the requirements and specifications of TPT, the delivery of which shall be executed by the Service Provider in accordance with this Agreement and the Annexures thereto.

31.1. The delivery of the Services shall be managed by the Parties through their appointed Contract Managers in accordance with the terms of this Agreement as well as the SLA and Schedule 1.

31.1. During the period of this Agreement, both Parties can make written suggestions for amendments to the terms of this Agreement in accordance with procedures set out in clause 421 [*Amendment and Change Control*]. A Party will advise the other Party within 14 [fourteen] Business Days, or such other period as mutually agreed, whether the amendment is acceptable.

31.1. The Service Provider shall at all times be bound by TPT's Standard Trading Terms and Conditions and its access and any other visitor to the Terminal/s for which it has been appointed shall at all times be governed in terms thereof

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

31.1. As an employer in its own right, the Service Provider shall at all times be obliged to comply with all the provisions of the Occupational Health and Safety Act while on the premises of Transnet Port Terminals, and shall be required to comply with the conditions and safety procedures of TPT, failing which the Service Provider shall be liable for any failure to adhere to such conditions and/or procedures and shall be required to sign a Schedule 4 section 37 (2) OHSA Agreement annexed hereto as Schedule 5

31.1. Time will be of the essence and the Service Provider will perform its obligations under this Agreement in accordance with this understanding as well as given the critical nature of the Services to be provided. It is agreed that the Service Provider will not be liable under this clause if it is unable to meet its obligation within the time required as a direct result of any act or omission by Transnet and it has used its best endeavours to advise Transnet of such act or omission. In the event of such delay, any time deadlines detailed in the relevant schedule shall be extended by a period equal to the period of that delay.

35 AUTHORITY OF PARTIES

- 31.1. Nothing in this Agreement will constitute or be deemed to constitute a partnership between the Parties, or constitute or be deemed to constitute the Parties as agents or employees of one another for any purpose or in any form whatsoever.
- 31.1. Neither Party shall be entitled to, or have the power or authority to:
- a) enter into an agreement in the name of the other; or
 - b) give any warranty, representation or undertaking on the other's behalf; or
 - c) create any liability against the other or bind the other's credit in any way or for any purpose whatsoever.

36 DURATION/TERM AND CANCELLATION

- 31.1. Notwithstanding the date of signature hereof, the Commencement Date of this Agreement is and the duration shall be for a period of three [3] year period, expiring on, unless:
- a) this Agreement is terminated by either Party in accordance with the provisions incorporated herein or in any schedules or annexures appended hereto, or otherwise in accordance with law or equity; or
 - b) this Agreement is extended at TPT's option for a further period to be agreed by the Parties.
- 31.1. Notwithstanding clause 298 [*Breach and Termination*], either Party may cancel this Agreement without cause by giving 30 [thirty] calendar days prior written notice thereof to the other Party, provided that in such instance, this Agreement will nevertheless be applicable in respect of all Purchase Orders which have been placed prior to the date of such cancellation.

37 RISK MANAGEMENT

- 31.1. Within two (2) weeks from the date of contract signature, the Parties are to meet to prepare and maintain a Security Services contract Risk Register. The Risk Register shall include a description of the risks and a description of the actions which are to be taken to avoid or reduce these risks which both Parties shall jointly determine.
- 31.1. Contract progress meetings shall be held monthly with the appointed TPT Contract Manager, or unless otherwise agreed between the Parties in writing. The purposes of these progress meetings shall be to record and assess service levels of the Service Provider actual costs against contract value, performance issues or concerns, contract requirements not achieved, the status of previous corrective actions, risk management and incidents that have occurred.
- 31.1. Minutes of the aforesaid meetings shall be maintained and signed off between the Parties throughout the contract period.
- 31.1. Any non-conformance to the corrective actions agreed to between the parties by virtue of the contract/risk management meetings to be held in terms of clause 7.1 shall be kept in a register and where consistent non-conformance certificates are issued on 5 (five) consecutive occasions, without corrective action by the Service Provider over a period, this shall be regarded as material breach of this Agreement and Transnet shall be entitled to exercise its rights in accordance with clause 43 hereinbelow.

38 TRANSNET'S OBLIGATIONS

- 31.1. In order to enable the Service Provider to promptly comply with its obligations in terms of this Agreement TPT undertakes to provide the Service Provider validated personnel access to the Terminals for which they have been appointed and use of its facilities as is reasonably required to perform its obligations.
- 31.1. TPT shall provide the Service Provider with information, including information concerning TPT's operations and activities, that relates specifically to the provision of the Services as may be necessary for the Service Provider to provide the Services efficiently and effectively, but for no other purpose. However, Transnet's compliance with any request for information is subject to any internal security rules and requirements and subject to the observance by the Service Provider of its confidentiality obligations under this Agreement.
- 31.1. The Service Provider shall give Transnet reasonable notice of any information it requires.
- 31.1. Transnet shall appoint a Contracts Manager who shall oversee the contract and ensure that all service levels contained in this Agreement are complied with.
- 31.1. TPT, in as far as it is reasonable, agrees to provide the Service Provider such assistance as may be reasonably required by it to perform the security Services, provided that under no circumstance shall such assistance be regarded as creating any obligation of any nature on the part of TPT, nor shall it relieve the Service Provider of any/all of its responsibilities to comply strictly with any/all of the obligations imposed upon it in terms of this Agreement and the Scope of Work required to be fulfilled by the Service Provider;
- 31.1. TPT undertakes to ensure that the Service Provider is paid in accordance with this Agreement or any payment schedule agreed to by the Parties.
- 31.1. TPT acknowledges its obligations in terms of the Protection of Personal Information Act (2003) in terms of obtaining and processing the personal information of the Service Provider's employees and undertakes to ensure compliance with the provisions of the POPI Act.
- 31.1. TPT will monitor the quality of service provided by the security personnel and if Transnet is not satisfied with the quality of service, Transnet contract manager must issue a non compliance notice to the service provider and same must be rectified immediately.

39 OBLIGATIONS OF THE SERVICE PROVIDER

- 31.1. The Service Provider shall:
- a) respond promptly to all complaints and enquiries from TPT;
 - b) inform Transnet immediately of any dispute or complaint arising in relation to the storage or delivery of the Goods;
 - c) conduct its business in a professional manner which will reflect positively upon the Supplier/Service Provider and the Supplier's/Service Provider's products/services;
 - d) keep full records clearly indicating all transactions concluded by the Supplier/Service Provider relating to the delivery of the Goods/Services and keep such records for at least 5 [five] years from the date of each such transaction;

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

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

- a) render the Services and Adhoc Services (if applicable) and perform all its duties with honesty and integrity;
- b) communicate openly and honestly with TPT regarding the supply and performance of the Services and demonstrate a commitment to effectively and efficiently deliver the Services and performing Adhoc Services timeously, and at least to the required standards;
- c) endeavour to provide the highest possible standards of service and workmanship, with a reasonable degree of care and diligence;
- d) use its best endeavours and make every diligent effort to meet agreed deadlines;
- e) ensure that all staff have the required personal protective equipment to work in the Terminals and can be clearly identified;
- f) treat its own Staff, as well as all TPT's Staff, with fairness and courtesy and respect for their human and labour rights;
- g) practice and promote its own internal policies aimed at prohibiting and preventing unfair discrimination;
- h) treat all enquiries from TPT in connection with the supply of the Services and/or Adhoc Services with courtesy and respond to all enquiries promptly and efficiently. Where the Service Provider is unable to comply with the provisions of this clause, the Supplier/Service

Provider will advise Transnet of the delay and the reasons therefor and will keep Transnet informed of progress made regarding the enquiry;

- i) when requested by TPT, provide clear and accurate information regarding the Service Provider's own policies and procedures, excluding Know-How and other Confidential Information, except where a non-disclosure undertaking has been entered into between the Parties;
- j) not allow a conflict of interest to develop between its own interests [or the interests of any of its other customers] and the interests of TPT;
- k) not accept or offer, nor allow, induce or promote the acceptance or offering of any gratuity, enticement, incentive or gift that could reasonably be regarded as bribery or an attempt to otherwise exert undue influence over the recipient or engage in any other corrupt activity which shall be regarded as a material breach of this Agreement and cancelled by TPT immediately ;
- l) not mislead TPT or its officers, employees and stakeholders, whether by act or omission;
- m) not otherwise act in an unethical manner or do anything which could reasonably be expected to damage or tarnish Transnet's reputation or business image;
- n) immediately report to TPT National Security Manager any unethical, fraudulent or otherwise unlawful conduct of which it becomes aware in connection with the supply of Services or Adhoc Services to TPT;
- o) ensure that at all times, during the currency of this Agreement, it complies with all obligations and commitments in terms of the provisions of the Income Tax Act, No 58 of 1962, the VAT Act or any other tax legislation relating to their liability for Income Tax, VAT, Pay as You Earn or any other tax. The Service Provider shall further ensure Tax Clearance Compliance, for the duration of this Agreement;
- p) not victimise, harass or discriminate against any employee of either Party to this Agreement or any applicant for employment with either Party to this Agreement due to their gender, race, disability, age, religious belief, sexual orientation or part-time status. This provision applies, but is not limited to employment, upgrading, work environment, demotion, transfer, recruitment, recruitment advertising, termination of employment, rates of pay or other forms of compensation and selection for training.
- q) shall ensure that its employees, agents and Subcontractors will not breach any applicable discrimination legislation and any amendments and re-enactments thereof.

31.1. In compliance with the Income Tax Act, 58 of 1962 (as amended), , the Service Provider shall ensure that Transnet is placed in possession of an original, valid and unexpired Tax Clearance Certificate issued by the South African Revenue Services, over the duration of this Agreement.

31.1. Notwithstanding anything contrary thereto in this Agreement, until the Service Provider complies fully with its obligations under clause 9.3 above, Transnet has the right to withhold payment of any unpaid amounts provided for in this Agreement without prejudice to any other rights which Transnet may have in terms of this Agreement or in law; and without interest accruing on the amount or amounts withheld.

- 31.1. A breach by the Service Provider of its obligations under clause 9.3 above will be regarded as a material breach which will entitle TPT, at its sole election, to cancel this Agreement forthwith, without prejudice to any other rights which TPT may have in terms of this Agreement or in law.
- 31.1. The Service Provider and/or its subcontractor shall comply with all the requirement obligations as set out in the Labour Relations Act as well as the Basic Conditions of Employment Act as amended from time to time and ensure they treat their employees fairly.
- 9.7. The Service Provider shall comply fully with the Specifications as set forth in Schedule 1 hereto, and shall thereby adhere [as applicable] to all health and safety laws and regulations, guidelines and procedures, which during the Term of this Agreement be audited by TPT as and when required. Failure in this regard shall be regarded as a material breach of this Agreement.

40 SERVICE PROVIDER'S PERSONNEL

- 31.1. The Service Provider's Personnel shall be regarded at all times as employees, agents or Subcontractors of the Service Provider and no relationship of employer and employee shall arise between TPT and any Service Provider Personnel under any circumstances regardless of the degree of supervision that may be exercised over the Personnel by TPT.
- 31.1. The Service Provider warrants that all its Personnel will be entitled to work in South Africa having a valid work permit to do so and are PSIRA registered.
- 31.1. The Service Provider will ensure that its Personnel comply with all reasonable requirements made known to the Service Provider by TPT concerning conduct at any TPT premises or any other premises upon which the Services are to be performed [including but not limited to security regulations, policy standards and codes of practice and health and safety requirements]. The Service Provider will ensure that such Personnel at all times act in a lawful and proper manner in accordance with these requirements.
- 31.1. TPT reserves the right to refuse to admit or to remove from any premises occupied by or on behalf of it, any Service Provider Personnel whose admission or presence would, in the reasonable opinion of Transnet, be undesirable or who represents a threat to confidentiality or security or whose presence would be in breach of any rules and regulations governing Transnet's Personnel, provided that Transnet notifies the Service Provider of any such refusal [with reasons why]. The reasonable exclusion of any such individual from such premises shall not relieve the Service Provider from the performance of its obligations under this Agreement.
- 31.1. The Service Provider agrees to use all reasonable endeavours to ensure the continuity of its Personnel assigned to perform the Services. If any re-assignment by the Service Provider of those Personnel is necessary, or if Transnet advises that any such Personnel assigned are in any respect unsatisfactory, including where any such Personnel are, or are expected to be or have been absent for any period, then the Service Provider will promptly supply a replacement of equivalent calibre and experience, and any such replacement shall be approved by Transnet prior to commencing provision of the Services, such approval not to be unreasonably withheld or delayed.

41 SUBCONTRACTING

- 31.1. The Service Provider may only enter into a subcontracting arrangement or replace a subcontractor with the approval of Transnet in accordance with the subcontracting template that TPT will provide.

- 31.1. If the Service Provider subcontracts a portion of the contract to another person without declaring it to Transnet reserves the right to penalise the Supplier/Service Provider up to 10% of the value of the contract.
- 31.1. Where the Service Provider seeks to replace a subcontractor Transnet shall be entitled to obtain representations or input from the initial subcontractor who was part of the tender process whose credentials were used in the Service Provider's tender submission. Transnet shall consider input from all parties concerned, in order to take a decision on the proposed replacement of the subcontractor. The subcontracting arrangement or contract remains between the Service Provider (main contractor) and the subcontractor.
- 31.1. Should Transnet approve the Service Provider's subcontracting arrangement, the Service Provider and not the Sub-contractor will at all times be held liable for performance in terms of its contractual obligations.
- 31.1. The Service Provider may not subcontract in such a manner that the the overall value of the contract is reduced to below the stipulated minimum threshold.
- 31.1. The Service Provider may not subcontract more than 30% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the Service Provider, unless the contract is subcontracted to an Exempted Micro Enterprise (EME) that has the capability and ability to execute the Subcontract.

42 PAYMENT TO SUB-CONTRACTORS

- 31.1. Transnet reserves the right, in its sole discretion, to make payment directly to the sub-contractor of the Service Provider, subject to the following conditions:
 - a) Receipt of an undisputed invoice from the sub-contractor which invoice is required to be validated by the Service Provider ; and
 - b) Receipt of written confirmation from the Supplier/Service Provider that the amounts claimed by the sub-contractor are correct and that the services for which the sub-contractor has requested payment were rendered to the satisfaction of the Supplier/Service Provider, against the required standards.
- 31.1. Nothing contained in this clause must be interpreted as bestowing on any sub-contractor a right or legitimate expectation to be paid directly by Transnet. Furthermore, this clause does not bestow any right or legitimate expectation on the Supplier/Service provider to demand that Transnet pay its sub-contractor directly. The decision to pay any sub-contractor directly, remains that of Transnet alone.
- 31.1. The Supplier/Service Provider remains liable for its contractual obligations under the Agreement, including all services rendered by the sub-contractor.
- 31.1. This clause does not and shall not be construed as establishing any contractual relationship between TPT and any sub-contractor of the Service Provider, whatsoever and TPT shall remain fully indemnified by the Service Provider in respect of any amounts owing to its subcontractor/s.

43 B-BBEE AND SOCIO-ECONOMIC OBLIGATIONS

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

- b) In response to this requirement, the Supplier/Service Provider shall submit to Transnet's Contract Manager or such other designated person details of its B-BBEE status in terms of the latest Codes of Good Practice issued in terms of the B-BBEE Act and proof thereof at the beginning of March each year during the currency of this Agreement.
- c) The Supplier/Service Provider undertakes to notify and provide full details to Transnet in the event there is:
 - (i) a change in the Service Provider's B-BBEE status which is less than what it was at the time of its appointment including the impact thereof, in which case the Service Provider will be required to provide a detailed BBBEE transformation plan to indicate to Transnet how it aims to improve its BBBEE rating for the new assessment period ; and
 - (ii) a corporate or internal restructure or change in control of the Supplier/Service Provider which has or likely to impact negatively on the Supplier's/ Service Provider's B-BBEE status.
- d) Notwithstanding any other reporting requirement in terms hereof, the Supplier Service Provider undertakes to provide any B-BBEE data (underlying data relating to the Supplier /Service Provider which has been relied upon or utilised by a verification agency or auditor for the purposes of issuing a verification certificate in respect of the Supplier/Service Provider B-BBEE status) which Transnet may request on written notice within 30 (thirty) calendar days of such request. A failure to provide such data shall constitute a Supplier/ Service Provider Default and may be dealt with in accordance with the provisions of clause 298.
- e) In the event there is a change in the Supplier's/ Service Provider's B-BBEE status, then the provisions of clause 298 shall apply.

31.1. **Green Economy/Carbon Footprint**

- a) The Service Provider shall ensure that it complies with any and all environmental legislation and regulations applicable for the carrying out of the Services and ensure it does what is required to conserve the environment in which it operates.

44 **JOB-CREATION**

- 31.1. In terms of Section 11 of the RFP, the Supplier has undertaken to create new jobs (either by them or their subcontractor) from the labour force within the region it operates in. The Service Provider shall, on a monthly basis from the Commencement Date and within 7 (seven) calendar days of the end of the previous calendar month, provide TPT with a report (for monitoring purposes only) in respect of the undertakings stipulated in this clause.

45 **PENALTIES**

31.1. **Penalties for Non-compliance to Service Level Agreement**

Where the Supplier/Service Provider fails to deliver the Services within the agreed and accepted milestone timelines and provided that the cause of the delay was not due to a fault of Transnet, penalties shall be imposed at 1.5%.

31.1. **Non-compliance penalties for Job Creation**

- a) Breach of job creation obligations provides Transnet cause to terminate the contract in certain cases where there is a material Non-compliance.
- b) If the Supplier/Service Provider fails to achieve its job creation commitments as per their bid submission ("a **Non-Compliance**"), the Supplier/Service Provider shall pay a Non-Compliance penalty ("Non-compliance Penalty") to Transnet in respect of such Non-compliance.
- c) Such penalty shall be calculated based on the difference between the committed and delivered jobs. For every job not created, a penalty of 2% of the contract value will be applied.

Non-compliance Penalty Certificate:

- d) If any Non-compliance Penalty arises, the Supplier Development Manager shall issue a Non-compliance Penalty Certificate 30 business days before the expiry of the contract indicating the Non-compliance Penalties which have accrued during that period.
- e) A Non-compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the Supplier/Service Provider disputes any of the amounts set out in a Non-compliance Penalty Certificate:
 - the dispute shall be resolved in accordance with the provisions of the Agreement; and
 - if pursuant to that referral, it is determined that the Supplier/Service Provider owes any amount to Transnet pursuant to the Non-compliance Penalty Certificate, then the Supplier/Service Provider shall pay such amount to Transnet within 10 (ten) Business Days of the determination made pursuant to such determination and an accompanying valid Tax Invoice.

Payment of Non-compliance Penalties:

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

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

46 FEES AND EXPENSES RELATING TO SERVICES

- 31.1. In consideration of the provision of the Services, Transnet will pay to the Service Provider the Fees detailed in the relevant Pricing Schedule annexed as Schedule 3.

- 31.1. Transnet will not be invoiced for materials used in the provision of the Services save for those materials [if any] set out in the Work Order and accepted by Transnet or in any relevant Work Order [which will be invoiced to Transnet at cost].
- 31.1. Unless otherwise agreed in a schedule or Work Order, Transnet will reimburse to the Service Provider all reasonable and proper expenses incurred directly and solely in connection with the provision of the Services, provided that all such expenses:
- a) are agreed by Transnet in advance;
 - b) are incurred in accordance with Transnet's standard travel and expenses policies;
 - c) are passed on to Transnet at cost with no administration fee; and
 - d) will only be reimbursed if supported by relevant receipts.
- 31.1. All Tax Invoices relating to Fees, out of pocket expenses and, if applicable, travel and accommodation costs, will provide the detail for each of the Personnel carrying out the Services and incurring the expenses, and the Tax Invoice will, where appropriate, include VAT as a separate item.

47 INVOICES AND PAYMENT

- 31.1. TPT shall pay the Service Provider the amounts stipulated in each Invoice or Work Order, subject to the terms and conditions of this Agreement.
- 31.1. TPT shall pay such amounts to the Service Provider upon receipt of a valid and undisputed Tax Invoice together with the supporting documentation, as specified in the Schedule of Requirements appended hereto, once the valid and undisputed Tax Invoices or such portions of the Tax Invoices which are valid and undisputed become due and payable to the Service Provider for the delivery of the Services.
- 31.1. Transnet may, pending an investigation, withhold any payments to the Service Provider, in the case where irregular expenditure has been identified in the particular contract and that there is reasonable suspicion that the Service Provider is involved or was aware that the contract transgressed any legislation.
- 31.1. All Prices set out in this Agreement and the Schedule 3 hereto are to be indicated inclusive and exclusive of VAT, which will be payable at the applicable rate in ZAR.
- 31.1. Unless otherwise provided for in the Schedule of Requirements appended to this Agreement, Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by Transnet within 30 [thirty] calendar days after date of receipt by Transnet of the Supplier's/Service Provider's statement together with the relevant valid and undisputed Tax Invoice(s) and supporting documentation.
- 31.1. Where the payment of any Tax Invoice, or any part of a Tax Invoice which is not in dispute, is not made in accordance with this clause, the Supplier/Service Provider shall be entitled to charge interest on the outstanding amount, at The Standard Bank of South Africa's prime rate of interest in force, for the period from the due date of payment until the outstanding amount is paid.
- 31.1. The Supplier/Service Provider shall remain the owner of all plant, material, machinery, equipment and the like [collectively, **the Supplier's Goods**] provided to Transnet until Transnet has paid in full for the Supplier's Goods, it being specifically agreed that Transnet shall acquire no rights [including liens] of whatsoever nature in such Supplier's Goods until date of final payment

by Transnet. Subject to the foregoing, all risk and benefit to the Supplier's Goods shall pass from the Supplier to Transnet on delivery of the Supplier's Goods by the Supplier to Transnet.

48 PRICE ADJUSTMENTS

- 31.1. Prices for Services supplied in terms of this Agreement shall be subject to review as indicated in the Schedule of Requirements annexed hereto, save that there shall be no Price escalation for the first year of the Contractual Term.
- 31.1. No less than 2 [two] months prior to any proposed Price adjustment, TPT shall assess the Price escalation for the next financial year over the Contractual Term or as otherwise indicated in Schedule 1 hereto. TPT shall have regard for market-related pricing of equivalent Services, continuous improvement initiatives, costs [including labour, materials and transport/delivery], and any changes to the specification of the Services. The main indicator of any price escalation shall be CPI which price escalation shall not exceed in respect of any ensuing period. TPT shall confirm in writing to the Service Provider the price escalation for the next financial year over the Contractual Term at least one month prior to the implementation thereof.
- 31.1. Pursuant to clause 18.2 above, the Service Provider shall keep full and accurate accounting records of all costs associated with the supply of the Services to Transnet, in a form to be approved in writing by Transnet. The Service Provider shall produce such records to Transnet for inspection at all reasonable times on request and such records may, at Transnet's option, be audited by Transnet or its designated representatives.
- 31.1. Should the Service Provider not agree with the Price escalation for the successive period, either Party shall be entitled to submit this matter to dispute resolution in accordance with clause 38 of the Master Agreement [Dispute Resolution].
- 31.1. If during the period of this Agreement Transnet can purchase similar Goods/Services of a like quality from another supplier at a total delivered cost to a Transnet facility that is lower than the total delivered cost of the Goods/Services purchased hereunder from the Supplier/Service Provider, Transnet may notify the Supplier/Service Provider of such total delivered cost and the Supplier/Service Provider shall have an opportunity to adjust the Price of the Goods/Services purchased hereunder, on such a basis as to result in the same total delivered cost to Transnet, within 30 [thirty] calendar days of such notice. If the Supplier/Service Provider fails to do so or cannot legally do so, Transnet may (i) purchase the Goods/Services from such other supplier in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of Transnet and the Supplier/Service Provider hereunder shall be reduced accordingly; (ii) terminate this Agreement without any penalty, liability or further obligation; or (iii) continue purchases under this Agreement.
- 31.1. If during the period of this Agreement the Supplier/Service Provider sells any materials which are the same as, equivalent to, or substantially similar to the Goods/Services herein, at a total delivered cost to a third party lower than the total delivered cost to a Transnet facility, then the Supplier/Service Provider has an opportunity to adjust its Price for the Goods/Services purchased hereunder within 30 [thirty] calendar days so that the Price is the same or lower than the total delivered cost of such third party. If the Supplier/Service Provider fails to do so or cannot legally do so, Transnet may (i) purchase the Goods/Services from any other such supplier, in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of Transnet and the Supplier/Service Provider hereunder shall be reduced

accordingly; or (ii) terminate this Agreement without any penalty, liability or further obligation. Within 30 [thirty] calendar days of the Commencement Date of this Agreement or at any time Transnet so requests, the Supplier/Service Provider shall certify in writing to Transnet that it is in compliance with this clause and shall provide all information that Transnet reasonably requests in order to verify such compliance.

49 WARRANTIES APPLICABLE TO SERVICES

31.1. The Service Provider warrants to Transnet that:

- a) it has full capacity and authority to enter into and to perform this Agreement and that this Agreement is executed by a duly authorised representatives of the Service Provider;
- b) it will discharge its obligations under this Agreement and any annexure, appendix or schedule hereto with all due skill, care and diligence;
- c) it will be solely responsible for the payment of remuneration and associated benefits, if any, of its Personnel and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;
- d) it will procure licences for Transnet in respect of all Third Party Material detailed in the Work Order(s), and will procure the right for Transnet to take such copies [in whole or in part] of such Third Party Materials as it may reasonably require for the purposes of back-up for archiving and disaster recovery; and
- e) the use or possession by Transnet of any Materials will not subject Transnet to any claim for infringement of any Intellectual Property Rights of any third party.

31.1. The Service Provider warrants that it will perform its obligations under this Agreement in accordance with the Service Levels as defined in the relevant schedule. Transnet may at its discretion audit compliance with the Service Levels, provided that any such audit is carried out with reasonable prior notice and in a reasonable way so as not to have an adverse effect on the performance of the Services. Without prejudice to clause -87250776031.1. below, in the event that the Service Provider fails to meet the Service Levels, Transnet may claim appropriate service credits or invoke a retention of Fees as detailed in the relevant schedule and/or Work Order.

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

31.1. The Service Provider will remedy any defect within 14 [fourteen] calendar days of being notified of that defect by Transnet in writing.

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

31.1. The Service Provider shall advise Transnet of the effects of any steps proposed by Transnet pursuant to clause -87250776031.1. above, including but not limited to any cost implications or any

disruption or delay in the performance of the Services. The Parties agree that any changes to the Services, including the charges for the Services or any timetables for delivery of the Services, will be agreed in accordance with the change control procedure, as set out in clause 421 [*Amendment and Change Control*].

31.1. The Service Provider warrants that:

- a) it has, using the most up-to-date software available, tested for [and deleted] all commonly known viruses in the Materials and for all viruses known by the Service Provider at the date of the relevant Work Order; and
- b) at the time of delivery to Transnet, the Materials do not contain any trojan horse, worm, logic bomb, time bomb, back door, trap door, keys or other harmful components.

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

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

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

31.1. In compliance with performing the Services, the Service Provider (and its permitted subcontractor) shall comply with all relevant legislation, including (without limitation) the provisions of :

- a. The ISPS Code;
- b. The Compensation for Occupation injuries and Diseases Act, 1993 (Act No 130 of 1993), as amended;
- c. All Provincial Ordinances and Local Authority By-Laws, (together with all relevant regulations promulgated in terms thereof) which affect its business or its employees;
- d. The Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) as amended;
- e. The Legal Succession to the South African Transport Services Act no 9 of 1989 (but excluding any tariff provided for in such regulation)
- f. The National Ports Act 12 of 2005 and enabling legislation thereto, including the Port Rules
- g. The Merchant Shipping Act 57 of 1951, Maritime Security Regulations 2004 and Maritime Occupational Safety Regulations 1994 as amended;
- h. The published safety, health, environmental and quality programmes of the NPA as may be amended from time to time by the NPA;
- i. The in-house specific rules and regulations of the Container Terminals as they may have been published or evolved pursuant to the provisions of Section 37(2) of the Occupational Health and Safety Act of 1993 (Act 85 of 1993) as amended ("the OSH Act") and at all times in accordance with such Act in a professional and workmanlike manner;

- j. The terms and conditions applicable to any Stevedoring Licence which has been issued by the NPA to the Stevedore;
- k. The Basic Conditions of Employment Act 75 of 1997;
- l. The Labour Relations Act no 51 of 1995 and the regulations thereto;
- m. Criminal Procedure Act no 51 of 1977.
- n. The PSIRA Act (2015)

19.11 The Service Provider shall be liable for any breach by one or more of its permitted agents and/or sub-contractors of the provisions of this clause 19 and hereby indemnifies and holds TPT harmless against all claims, loss or damage which TPT may suffer arising out of all such breaches.

50 THIRD PARTY INDEMNITY

The Supplier/Service Provider hereby indemnifies and shall hold TPT harmless against any damages suffered by or claims arising against TPT as a result of the execution and performance of its obligations in terms of this Agreement.

51 TOTAL OR PARTIAL FAILURE TO PERFORM

- 31.1. In the case of the Services having commenced and at any point in time during the Contractual Term there is either a total or partial failure by the Service Provider to perform its obligations in terms of this Agreement due to hardship or any reason whatsoever and it is evident that there is little or no prospect, in TPT's opinion, that the Service Provider will commence with the Services within a reasonable time thus negatively impacting the operations of TPT, then TPT may, irrespective of the cause of the delay, by notice to the Service Provider, cancel as from a future date specified in such notice the whole or any part of this Agreement in respect of which the Services are to be supplied have not been so supplied; without incurring any liability by reason of such cancellation except as provided hereunder; or
- 31.1. In the event that the Service Provider commences with the Services and for any reason due to hardship or any other reasons whatsoever prematurely terminates / repudiates this Agreement, TPT shall claim the costs of having to replace the Service Provider from the Service Provider, which costs shall be set off against any amounts owing to the Service Provider for Services completed.
- 31.1. TPT shall ensure payment for the Services [if any] already completed, and payment for the part performance shall be made on a pro rata basis, provided the uncompleted part is not an integral or essential part of the completed Services. Where an integral or essential part of the work has not been completed, the amount to be paid to the Service Provider will be calculated on the basis of Transnet's enrichment. The Service Provider shall, wherever practicable, supply Transnet with the necessary drawings and/or specifications to enable it to complete the work.
- 31.1. Whenever, in any case not covered by clause -87250776031.1. above, the Supplier fails or neglects to execute the work or to deliver any portion of the Goods/Services as required by the terms of this Agreement or Purchase Order, or if any Goods/Services are rejected on any of the grounds mentioned in clause **Error! Reference source not found.**4 [Defective Goods], Transnet may cancel this Agreement or Purchase Order in so far as it relates to the unexecuted

work or the undelivered or rejected portion of the Goods/Services, and in such event, the supply of the remaining portion shall remain subject in all respects to these conditions.

26. NON CONFORMANCE OF SERVICES PROCURED

- 26.1. *In the case of services manufactured for and procured by Transnet from the Service Provider in terms of this Agreement, being found not to conform to the Transnet standards, specifications and requirements, Transnet at any time be entitled to raise a Non Conformance Report (NCR) against a Service Provider whose Services do not conform to Transnet standards, specifications and requirements directing the Supplier/Service Provider to investigate and remedy the non-conformance within the stipulated time frame as may be determined by Transnet at its discretion.*
- 26.2. *Failure by the Supplier/Service Provider to fully comply with NCR within the period stated in sub-clause 26.1 above, shall entitled Transnet to further conditions to which the Supplier/ Service Provider must discharge in order to close the NCR or to terminate the order without by given the Supplier/Service Provider written notice of termination in terms of this Agreement.*

27. REPORTING OF INCIDENTS BY THE SERVICE PROVIDER

- 27.1. All incidents or accidents involving the death of or injury to any person, including each criminal or culpable offence committed on the premises of TPT or damage to any property and/or cargo occasioned by the Service Provider, shall immediately be reported to the TPT Operations Supervisor on duty or in the case of criminal conduct shall be reported forthwith to the Security Manager on duty and the SAPS at the nearest local police station to the Port, within (2) two hours of the occasion thereof, or as soon as is possible after occurrence of the said incident has come to the attention of the Service Provider. A detailed written report of each such incident or accident shall be presented to TPT within twelve (12) hours after the occurrence of the said incident or accident.
- 27.2. A list of names and telephone numbers of TPT's duly authorised representatives to whom the incidents or accidents referred to in clause 27.1 shall be reported in the Port, shall be made available to the Service Provider on or before the Commencement Date.
- 27.3. In addition to what is set out in clauses 27.1 and 27.2, the salient details of all incidents or accidents occurring in the Port and/or on TPT's premises shall be recorded immediately after the occurrence thereof in an Occurrence Book, which shall be kept by the Service Provider at its own cost and remain available for inspection by TPT at any reasonable time in a pre-arranged office. All incidents and/or accidents are to be reported to the Supervisor on duty prior to shift change over by the Service Provider's Supervisor on shift at the time that the incident / accident took place.
- 27.4. Claims in which TPT has been held responsible and has been determined by the Terminal Claims Committee, that the Service Provider Personnel were negligent will be brought to the SLA meetings and the Service Provider will be expected to attend to settlement for either full costs of damage or a portion thereof in relation to liability for the damage, dependent of the circumstance of the claim as deliberated by the Terminal Claims Committee. The claims for which the Service Provider is responsible needs to be provided with damage and investigation reports together with a copy of the information noted in the occurrence book at all times.

28. RIGHTS ON CANCELLATION

- 28.1 If this Agreement is cancelled in whole or in part in terms of clause XX [*Total or Partial Failure to Perform*], Transnet may execute or complete this Agreement with any other entity and do so on such terms as it may deem proper, or may procure other comparable Goods/Services in substitution for those neglected to be manufactured or supplied or rejected as aforesaid, and may recover from the Supplier the difference between the cost of such Goods/Services and the Price [if the latter was lower] as well as any costs and expenses [including any additional transport costs] which Transnet may have had to incur in consequence of the Supplier's/Service Provider's default.
- 28.2 Any amount which may be recoverable from the Service Provider in terms of clause 0 above, without prejudice to any other legal remedies available to Transnet, may be deducted in whole or in part from any monies in the hands of Transnet and due for payment to the Supplier/Service Provider.

29. BREACH AND TERMINATION

- 29.1. Termination in accordance with clause 36 [Term and Cancellation] shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party and all provisions which are to survive this Agreement or impliedly do so shall remain in force and in effect.
- 29.2. On termination of this Agreement, the Service Provider will immediately deliver up, and procure that its Personnel will immediately deliver up to Transnet, all Deliverables and property belonging to Transnet [or, in the event of termination of a Work Order, such as is relevant to that Work Order] which may be in the possession of, or under the control of the Service Provider, and certify to Transnet in writing that this has been done.
- 29.3. To the extent that any of the Deliverables and property referred to in clause 29.2 above are in electronic form and contained on non-detachable storage devices, the Service Provider will provide Transnet with unencrypted copies of the same on magnetic media and will irretrievably destroy and delete copies so held.
- 29.4. In the event that this Agreement is terminated by the Service Provider under clause **Error! Reference source not found.** [Term and Cancellation], or in the event that a Work Order is terminated by Transnet under clause **Error! Reference source not found.**8 [Breach and Consequences of Termination], Transnet will pay to the Service Provider all outstanding Fees [apportioned on a pro rata basis] relating to the work undertaken by the Service Provider up until the date of such termination. Transnet will also pay the costs of any goods and materials ordered by the Service Provider in relation to the such work for which the Service Provider has paid or is legally obliged to pay, in which case, on delivery of such goods or materials, the Service Provider will promptly deliver such goods and materials to Transnet or as it may direct.
- 29.5. If either Party [**the Defaulting Party**] commits a material breach of this Agreement and fails to remedy such breach within 30 [thirty] calendar days of written notice thereof, the other Party [hereinafter **the Aggrieved Party**], shall be entitled, in addition to any other rights and remedies that it may have in terms of this Agreement, to terminate this Agreement forthwith without any liability and without prejudice to any claims which the Aggrieved Party may have for damages against the Defaulting Party.
- 29.6. Either Party may terminate this Agreement forthwith by notice in writing to the other Party when the other Party is unable to pay its debts as they fall due or commits any act or omission which

would be an act of insolvency in terms of the Insolvency Act, 24 of 1936 [as amended from time to time], or if any action, application or proceeding is made with regard to it for:

- 29.6.1. a voluntary arrangement or composition or reconstruction of its debts;
 - 29.6.2. its winding-up or dissolution;
 - 29.6.3. the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer;
 - 29.6.4. any similar action, application or proceeding in any jurisdiction to which it is subject.
- 29.7. Transnet may terminate this Agreement at any time within 2 [two] months of becoming aware of a change of control of the Supplier/Service Provider by notice in writing to the Supplier/Service Provider. For the purposes of this clause, **control** means the right to direct the affairs of a company whether by ownership of shares, membership of the board of directors, agreement or otherwise.
- 29.8. Notwithstanding this clause, Transnet may cancel this Agreement without cause by giving 30 [thirty] calendar days prior written notice thereof to the Supplier/Service Provider, or
- 29.9. In respect of all strike action between the Service Provider and its employees, the Service Provider agrees to comply fully with the following provisions:
- 29.10. in the event that an issue in dispute between the Service Provider and its employees, which might potentially become the subject of strike action, is referred to either the CCMA or a bargaining council, the Service provider shall, within 24 hours of receipt by it of notification of such referral, advise TPT in writing of the nature of the dispute and that it had been so referred;
- 29.11. the Service provider shall advise TPT in writing of the date of any conciliation process enrolled by the CCMA or bargaining council in respect of such dispute within 24 hours of receipt by it of notice of such enrolment;
- 29.12. if a certificate is issued by the CCMA or bargaining council to the effect that the aforesaid dispute remains unresolved, the Service Provider shall furnish TPT with a copy of such certificate immediately upon receipt thereof;
- 29.13. if no such certificate is issued, but the dispute remains unresolved after the lapse of 30 days, or any agreed further period referred to in section 64(1) of the Labour Relations Act, from the date of referral to the CCMA or bargaining council, the Service Provider shall, immediately upon such lapse of 30 days or such agreed period, advise TPT, orally and in writing, of the fact that the dispute remains unresolved;
- 29.14. the Service Provider shall, immediately upon receipt by it of any notice of commencement of a strike by its employees, and whether or not it contends that such notice complies with the provisions of Section 64(1) of the Labour Relations Act, furnish TPT with a copy of such notice;
- 29.15. the Service Provider shall ensure that any strike action by its employees in no way takes place on or near the port premises of TPT and in the event that this is anticipated the Service Provider shall inform TPT immediately, both orally and in writing, of any strike action commenced by its employees at the premises of TPT in which case TPT shall exercise its rights to seek urgent relief against the Service Provider and its employees to prevent such strike action taking place on TPT premises to ensure TPT operations are not disrupted;

- 29.16. the employees of the Service Provider shall not be allowed onto premises of TPT for any purposes other than the rendering of the Services and the Service Provider shall be responsible for the removal of any of its employees conducting any activities on the premises other than the rendering of the Services in terms of this Agreement;
- 29.17. unless notified otherwise in writing by TPT, the Service provider shall immediately replace any striking employees with suitably qualified employees so that the operations of TPT are not disrupted in any way. Any additional costs that may arise as a result of the aforementioned replacement labour, or any replacement labour arranged by TPT following such notification to the Service provider in writing, shall be for the account of the Stevedore which shall be set off against any amounts owing to the Service Provider;
- 29.18. the failure by the Service Provider to comply with the provisions of this clause shall constitute a material breach of this agreement entitling TPT to cancel it with immediate effect;
- 29.19. in the event of TPT incurring any loss and/or damage as a result of the strike action of the Service Provider's employees, the Service Provider shall be liable to TPT for the payment of such loss and/or damage.
- 29.20. The provisions of this clause shall apply whether or not the strike action referred to complies with the provisions of Chapter IV of the Labour Relations Act.
- 29.21. The provisions of clauses 32 *[Definitions]*, **Error! Reference source not found.** *[Warranties]*, 27 *[Rights on Cancellation]*, 322 *[Confidentiality]*, 35 *[Limitation of Liability]*, 36 *[Intellectual Property Rights]*, 39 *[Dispute Resolution]* and 43.1 *[Governing Law]* shall survive termination or expiry of this Agreement.

30. CESSION

- 30.10. Upon written notice to the Supplier/Service Provider, Transnet shall be entitled:
- 30.10.1. to appoint Transnet's financier of the Goods/Services as first payer under this Agreement, without transferring the ultimate responsibility for payment which will remain with Transnet; and
- 30.10.2. to cede, assign and transfer its right, title and interest in the Goods/Services to such financier as part of the funding consideration for the Goods/Services.
- 30.11. The Supplier/Service Provider is not entitled to cede, delegate, assign, Subcontract or in any other manner dispose of any of its rights or obligations in terms of this Agreement without the prior written consent of Transnet, which consent shall not be withheld or delayed unreasonably.

31. FORCE MAJEURE

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

- 31.1. To enable the other Party to assess the validity, nature and extent of any claim of the occurrence of a Force Majeure Event, the Party claiming that a Force Majeure Event has occurred is required to disclose to the other Party all supporting documentation and information reasonably requested by the other Party to enable the other Party to undertake its own investigation into the alleged Force Majeure Event.
- 31.2. If either Party is prevented from, or delayed in performing any of its obligations as a consequence of a Force Majeure Event, such Party shall, to the extent so prevented or delayed by the Force Majeure Event, be relieved of the liability for the delay or failure to perform its obligations under this Agreement and the consequences of such delay or failure, provided that, if a Party is delayed in performing its obligations by a Force Majeure Event, it must immediately perform the relevant obligation as soon as it is able to do so.
- 31.3. Each Party will take all reasonable steps by whatever lawful means that are available to resume full performance as soon as practicable and will seek agreement to modification of the relevant provisions of this Agreement in order to accommodate the new circumstances caused by the act of *force majeure*. If a Party fails to agree with such modifications proposed by the other Party within 90 [ninety] calendar days of the act of *force majeure* first occurring, either Party may thereafter terminate this Agreement with immediate notice.

32. PROTECTION OF PERSONAL INFORMATION

- a) The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Personal Information Act 4 of 2013 ("POPIA"):
- consent; person; personal information; processing; record; Regulator as well as any terms derived from these terms of the POPIA
- b) Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:
- Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- c) Transnet agrees that in submitting any information or documentation requested in the RFP and in this Agreement, the Supplier/Service Provider consents to the processing of their personal information for the purpose of, but not limited to, risk assessment, contract award, contract management, auditing, legal opinions/litigation, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
- d) The Parties agree that they may obtain and have access to personal information for the fulfilment of the rights and obligations contained herein. In performing the obligations as set out in this Agreement, the Parties shall at all times ensure that:
- i. they process personal information only for the express purpose for which it was obtained;
 - ii. once processed for the purposes for which it was obtained, all personal information will be destroyed to an extent that it cannot be reconstructed to its original form, subject to any legal retention requirements;
 - iii. Personal information is provided only to authorised personnel who strictly require the personal information to carry out the Parties' respective obligations under this Agreement;

- iv. they do not disclose personal information of the other Party, other than in terms of this Agreement;
 - v. they have all reasonable technical and organisational measures in place to protect all personal information from unauthorised access and/or use;
 - vi. they have appropriate technical and organisational measures in place to safeguard the security, integrity and authenticity of all information in their possession or under their control in terms of this Agreement;
 - vii. they identify all reasonably foreseeable internal and external risks to personal information in their possession or under their control; establish and maintain appropriate safeguards against the risks identified; regularly verify that the safeguards are effectively implemented; and ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;
 - viii. such personal information is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access.
- 32.1. The Parties agree that if personal information will be processed for additional purposes beyond the original purpose for which it was obtained, explicit consent must be obtained beforehand from those persons whose information will be subject to such processing.
- 32.2. Should it be necessary for either Party to disclose or otherwise make available the personal information to any third party (including sub-contractors and employees) that is not already consented to, it may do so only with the prior written consent of the other Party. The Party requiring such consent shall require of all such third parties, appropriate written undertakings to be provided, containing similar terms to that set forth in this clause, and dealing with that third party's obligations in respect of its processing of the personal information. Following approval by the other Party, the Party requiring consent agrees that the provisions of this clause shall *mutatis mutandis* apply to all authorised third parties who process personal information.
- 32.3. The Parties shall ensure that any persons authorized to process information on their behalf (including employees and third parties) will safeguard the security, integrity and authenticity of all information. Where necessary to meet this requirement, the Parties shall keep all personal information and any analyses, profiles, or documents derived therefrom logically separated from all other information and documentation held by it.
- 32.4. The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the personal information in its possession or under its control. The Parties shall implement and maintain appropriate safeguards against the risks which it identifies and shall also regularly verify that the safeguards which it has in place have been effectively implemented.
- 32.5. The Parties agree that they will promptly return, destroy or de-identify any personal information in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected in relation to this Agreement, subject to any legal retention requirements. This may be at the request of the other Party and includes circumstances where a person has requested the Parties to delete all instances of their personal information. The information will be destroyed or de-identified in such a manner that it cannot be reconstructed to its original form, linking it to any particular individual or organisation.
- 32.6. Personal Information security breach:

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

33. CONFIDENTIALITY

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

- 33.1.1. not to divulge or disclose to any person whomsoever in any form or manner whatsoever, either directly or indirectly, any Confidential Information of the other without the prior written consent of such other Party, other than when called upon to do so in accordance with a statute, or by a court having jurisdiction, or by any other duly authorised and empowered authority or official, in which event the Party concerned shall do what is reasonably possible to inform the other of such a demand and each shall assist the other in seeking appropriate relief or the instituting of a defensive action to protect the Confidential Information concerned;
- 33.1.2. not to use, exploit, permit the use of, directly or indirectly, or in any other manner whatsoever apply the Confidential Information disclosed to it as a result of this Agreement, for any purpose whatsoever other than for the purpose for which it is disclosed or otherwise than in strict compliance with the provisions in this Agreement;
- 33.1.3. not to make any notes, sketches, drawings, photographs or copies of any kind of any part of the disclosed Confidential Information without the prior written consent of such other Party, except when reasonably necessary for the purpose of this Agreement, in which case such copies shall be regarded as Confidential Information;
- 33.1.4. not to de-compile, disassemble or reverse engineer any composition, compilation, concept application, item, component de-compilation, including software or hardware disclosed and shall not analyse any sample provided by Transnet, or otherwise determine the composition or structure or cause to permit these tasks to

be carried out except in the performance of its obligations pursuant to this Agreement;

- 33.1.5. not to exercise less care to safeguard Transnet Confidential Information than the Party exercises in safeguarding its own competitive, sensitive or Confidential Information;
 - 33.1.6. Confidential Information disclosed by either Party to the other or by either Party to any other party used by such party in the performance of this Agreement, shall be dealt with as "restricted" or shall be dealt with according to any other appropriate level of confidentiality relevant to the nature of the information concerned, agreed between the Parties concerned and stipulated in writing for such information in such cases;
 - 33.1.7. the Parties shall not make or permit to be made by any other person subject to their control, any public statements or issue press releases or disclose Confidential Information with regard to any matter related to this Agreement, unless written authorisation to do so has first been obtained from the Party first disclosing such information;
 - 33.1.8. each Party shall be entitled to disclose such aspects of Confidential Information as may be relevant to one or more technically qualified employees or consultants of the Party who are required in the course of their duties to receive the Confidential Information for the Permitted Purpose provided that the employee or consultant concerned has a legitimate interest therein, and then only to the extent necessary for the Permitted Purpose, and is informed by the Party of the confidential nature of the Confidential Information and the obligations of the confidentiality to which such disclosure is subject and the Party shall ensure such employees or consultants honour such obligations;
 - 33.1.9. each Party shall notify the other Party of the name of each person or entity to whom any Confidential Information has been disclosed as soon as practicable after such disclosure;
 - 33.1.10. each Party shall ensure that any person or entity to which it discloses Confidential Information shall observe and perform all of the covenants the Party has accepted in this Agreement as if such person or entity has signed this Agreement. The Party disclosing the Confidential Information shall be responsible for any breach of the provisions of this Agreement by such person or entity; and
 - 33.1.11. each Party may by written notice to the other Party specify which of the Party's employees, officers or agents are required to sign a non-disclosure undertaking.
- 33.2. The duties and obligations with regard to Confidential Information in this clause 33.2 shall not apply where:
- 33.2.1. a Party can demonstrate that such information is already in the public domain or becomes available to the public through no breach of this Agreement by that Party, or its Staff; or
 - 33.2.2. was rightfully in a Party's possession prior to receipt from the other Party, as proven by the first-mentioned Party's written records, without an infringement of an obligation or duty of confidentiality; or

33.2.3. can be proved to have been rightfully received by a Party from a third party without a breach of a duty or obligation of confidentiality; or

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

- 33.3. This clause 332 shall survive termination for any reason of this Agreement and shall remain in force and effect from the Commencement Date of this Agreement and 5 [five] years after the termination of this Agreement. Upon termination of this Agreement, all documentation furnished to the Supplier/Service Provider by Transnet pursuant to this Agreement shall be returned to Transnet including, without limitation, all corporate identity equipment including dyes, blocks, labels, advertising matter, printing matter and the like.

34. INSURANCES

- 34.1. The Service Provider shall take out comprehensive All Risk Asset insurance in respect of any assets brought onto TPT property by the Service Provider. TPT shall under no circumstances be liable for the assets of the Service Provider.
- 34.2. Without limiting the liability of the Service Provider under this Agreement, the Service Provider shall take out insurance in respect of all third party liability risks for which is prudent and required for the Service Provider to insure against, including any liability it may have as a result of its activities under this Agreement for theft, destruction, death or injury to any person and damage to property. The level of insurance will be kept under review by Transnet, on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be reasonably at the discretion of the Service Provider.
- 34.3. The Service Provider shall arrange insurance with reputable insurers and will produce to Transnet evidence of the existence of the policies on an annual basis within 30 [thirty] calendar days after date of policy renewals.
- 34.4. Subject to clause 34.5 below, if the Service Provider fails to effect adequate insurance under this clause, it shall notify Transnet in writing as soon as it becomes aware of the reduction or inadequate cover and Transnet may arrange or purchase such insurance on behalf of the Service Provider. The Service Provider shall promptly reimburse TPT for any premiums paid provided such insurance protects the Service Provider's liability and which amounts paid by TPT may be set-off against any amounts owing by TPT to the Service Provider. TPT assumes no responsibility for such insurance being adequate to protect all of the Service Provider's liability.
- 34.5. In the event that the Service Provider receives written notice from its insurers advising of the termination of its insurance cover referred to herein above or if the insurance ceases to be available upon commercially reasonable terms, the Service Provider shall immediately notify Transnet in writing of such termination and/or unavailability, whereafter either the Service Provider or Transnet may terminate this Agreement on giving the other Party not less than 30 [thirty] calendar days prior written notice to that effect.

35. LIMITATION OF LIABILITY

- 35.1. The Service Provider's liability under this clause shall be in addition to any warranty or condition of any kind, express or implied by law or otherwise, relating to the Services or Adhoc Services, including the quality of the Services or Adhco Services or any materials delivered pursuant to this Agreement.

- 35.2. Neither Party excludes or limits liability to the other Party for:
- 35.2.1. death or personal injury caused by its negligence, [including its employees', agents' or Subcontractors' negligence]; or
 - 35.2.2. fraud or theft.
- 35.3. The Service Provider shall indemnify and keep TPT indemnified from and against liability for damage to any TPT/Transnet property [whether tangible or intangible] or any other loss, costs or damage suffered by TPT to the extent that it results from any act of or omission by the Service Provider or its Personnel in connection with this Agreement. The Service Provider's liability arising out of this clause shall be limited to direct damages.
- 35.4. Subject always to clauses 35.1 and 35.2 above, the liability of either the Service Provider or TPT under or in connection with this Agreement, whether for negligence, misrepresentation, breach of contract or otherwise, for direct loss or damage arising out of each Default or series of related Defaults shall not exceed 100% [one hundred per cent] of the Contract value under the Schedule to which the Default(s) relates.
- 35.5. Subject to clause 35.1 above, the Stevedore shall at all times be and remain responsible and liable for the acts and omissions of its employees, permitted sub-contractors and permitted agents whilst it, or they or any one or more of them is performing the Stevedoring services and shall be liable for all death, injury, illness or disease of any person which is attributable to or arises out of the execution by the Stevedore of the Stevedoring services and/or the performance by the Stevedore of any of its obligations in terms of this agreement.
- 35.6. Subject to clauses 35.1 to 35.4 above, in no event shall either Party be liable to the other for indirect or consequential loss or damage or including indirect or consequential loss of profits, business, revenue, goodwill or anticipated savings of an indirect nature or loss or damage incurred by the other Party as a result of third party claims.
- 35.7. If for any reason the exclusion of liability in clause 35.6 above is void or unenforceable, either Party's total liability for all loss or damage under this Agreement shall be as provided in clause 35.3 above.
- 35.8. Nothing in this clause 355 shall be taken as limiting the liability of the Parties in respect of clauses 323 [*Confidentiality*] and 366 [*Intellectual Property Rights*].

36. INTELLECTUAL PROPERTY RIGHTS

36.1. Title to Confidential Information

- 36.1.1. Transnet will retain all right, title and interest in and to its Confidential Information and Background Intellectual Property and the Service Provider acknowledges that it has no claim of any nature in and to the Confidential Information and Background Intellectual Property that is proprietary to Transnet. For the avoidance of doubt all the Supplier/Service Provider's Background Intellectual Property shall remain vested in the Supplier/Service Provider.
- 36.1.2. Transnet shall grant to the Service Provider an irrevocable, royalty free, non-exclusive licence to use Transnet's Background Intellectual Property/ Software only for the Permitted Purpose. This licence shall not permit the Service Provider to sub-license to other parties.

- 36.1.3. The Service Provider shall grant to Transnet an irrevocable, royalty free, non-exclusive licence to use the Service Provider's Background Intellectual Property/ Security Software for the Permitted Purpose. This licence shall not permit Transnet to sub-license to other parties.
- 36.1.4. The Service Provider shall grant Transnet access to the Service Provider's Background Intellectual Property on terms which shall be *bona fide* negotiated between the Parties for the purpose of commercially exploiting the Foreground Intellectual Property, to the extent that such access is required.
- 36.1.5. The above shall not pertain to any software licenses procured by the Supplier/Service Provider from third parties and used in the supply of the Goods/Services.

36.2. Title to Intellectual Property

- 36.2.1. All right, title and interest in and to Foreground Intellectual Property prepared, conceived or developed by the Service Provider, its researchers, agents and employees shall vest in Transnet and the Supplier/Service Provider acknowledges that it has no claim of any nature in and to the Foreground Intellectual Property. The Service Provider shall not at any time during or after the termination or cancellation of this Agreement dispute the validity or enforceability of such Foreground Intellectual Property, or cause to be done any act or anything contesting or in any way impairing or tending to impair any part of that right, title and interest to any of the Foreground Intellectual Property and shall not counsel or assist any person to do so.
- 36.2.2. Transnet shall be entitled to seek protection in respect of the Foreground Intellectual Property anywhere in the world as it shall decide in its own absolute discretion and the Supplier/Service Provider shall reasonably assist Transnet in attaining and maintaining protection of the Foreground Intellectual Property.
- 36.2.3. Where the Foreground Intellectual Property was created by the Supplier/Service Provider or its researchers, agents and employees and where Transnet elects not to exercise its option to seek protection or decides to discontinue the financial support of the prosecution or maintenance of any such protection, Transnet shall notify the Supplier/Service Provider who shall have the right of first refusal to file or continue prosecution or maintain any such applications and to maintain any protection issuing on the Foreground Intellectual Property.
- 36.2.4. No consideration shall be paid by Transnet to the Supplier/Service Provider for the assignment of any Foreground Intellectual Property from the Supplier/Service Provider to Transnet, over and above the sums payable in terms of this Agreement. The Supplier/Service Provider undertakes to sign all documents and do all things as may be necessary to effect, record and perfect the assignment of the Foreground Intellectual Property to Transnet.
- 36.2.5. Subject to anything contrary contained in this Agreement and/or the prior written consent of Transnet [which consent shall not be unreasonably be withheld], the Supplier/Service Provider shall under no circumstances be entitled as of right, or to

claim the right, to use Transnet's Background Intellectual Property and/or Foreground Intellectual Property.

36.3. Title to Improvements

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

36.4. Unauthorised Use of Confidential Information

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

36.5. Unauthorised Use of Intellectual Property

36.5.1. The Supplier/Service Provider agrees to notify Transnet in writing of any conflicting uses of, and applications of registrations of Patents, Designs and Trade Marks or any act of infringement, unfair competition or passing off involving the Intellectual Property of Transnet of which the Supplier/Service Provider acquires knowledge and Transnet shall have the right, as its own option, to proceed against any party infringing its Intellectual Property.

36.5.2. It shall be within the sole and absolute discretion of Transnet to determine what steps shall be taken against the infringer and the Supplier/Service Provider shall co-operate fully with Transnet, at Transnet's cost, in whatever measure including legal action to bring any infringement of illegal use to an end.

36.5.3. The Supplier/Service Provider shall cooperate to provide Transnet promptly with all relevant ascertainable facts.

36.5.4. If proceedings are commenced by Transnet alone, Transnet shall be responsible for all expenses but shall be entitled to all damages or other awards arising out of such proceedings. If proceedings are commenced by both Parties, both Parties will be responsible for the expenses and both Parties shall be entitled to damages or other awards arising out of proceedings.

37. NON-WAIVER

37.1. Failure or neglect by either Party, at any time, to enforce any of the provisions of this Agreement, shall not in any manner be construed to be a waiver of any of that Party's rights in that regard and in terms of this Agreement.

- 37.2. Such failure or neglect shall not in any manner affect the continued, unaltered validity of this Agreement, or prejudice the right of that Party to institute subsequent action.

38. PARTIAL INVALIDITY

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

39. DISPUTE RESOLUTION

- 39.1. Should any dispute of whatsoever nature arise between the Parties concerning this Agreement, the Parties shall try to resolve the dispute by negotiation by their respective authorised Managing Executives within 10 [ten] Business Days of such dispute arising.
- 39.2. If the dispute has not been resolved by such negotiation, either of the Parties may refer the dispute to AFSA for mediation and notify the other Party accordingly, which proceedings shall be held in Durban.
- 39.3. In the event that the Parties are unable to settle the matter at mediation, such dispute shall be finally resolved by referral to arbitration in accordance with the rules of AFSA by an arbitrator or arbitrators chosen by the Parties by agreement, failing which an arbitrator shall be appointed by AFSA.
- 39.4. This clause constitutes an irrevocable consent by the Parties to any proceedings in terms hereof, and neither of the Parties shall be entitled to withdraw from the provisions of this clause or claim at any such proceedings that it is not bound by this clause 39.
- 39.5. This clause 399 is severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.
- 39.6. This clause 399 shall not preclude either Party from seeking urgent relief in a court of appropriate jurisdiction, where grounds for urgency exist.

40. ADDRESSES FOR NOTICES

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

40.1.1. Transnet

40.1.1.1. For legal notices:

.....

Fax No.

Attention: Legal Department

40.1.1.2. For commercial notices:

.....

.....

Fax No.

Attention:

40.1.2. The Supplier/Service Provider

40.1.2.1. For legal notices:

.....

.....

.....

Fax No.

Attention:

40.1.2.2. For commercial notices:

.....

.....

.....

Fax No.

Attention:

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

40.3. Any notice shall be deemed to have been given:

40.3.1. if hand delivered, on the day of delivery;

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

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

41. WHOLE AND ONLY AGREEMENT

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

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

42. AMENDMENT AND CHANGE CONTROL

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

formal approval of the Change Request will then trigger the issue of the addendum to this Agreement.

- 42.2. In the event the Parties cannot agree upon changes, the Parties shall in good faith seek to agree any proposed changes using the dispute resolution procedures in clause 398 [*Dispute Resolution*].

43. GENERAL

43.1. Governing Law

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

43.2. Change of Law

In this Agreement, unless the context otherwise requires, references to a statutory provision include references to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it, provided that in the event that the amendment, extension or re-enactment of any statutory provision or introduction of any new statutory provision has a material impact on the obligations of either Party, the Parties will negotiate in good faith to agree such amendments to this Agreement as may be appropriate in the circumstances. If, within a reasonable period of time, the Supplier/Service Provider and Transnet cannot reach agreement on the nature of the changes required or on modification of Prices, delivery schedules, warranties, or other terms and conditions, either Party may seek to have the matter determined in accordance with clause 398 [*Dispute Resolution*] above.

43.3. Counterparts

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

44. ANTI-CORRUPTION

- 44.1. Neither Party, its representatives, or its employees or agents, shall make any payment or give anything of value to any official of any government or public international organisation (including any officer or employee of any government department, agency or instrumentality) to influence his or its decision, or to gain any other advantage for either Party in connection with this Agreement.
- 44.2. The Service Provider shall –
- 44.2.1. immediately notify Transnet of any violation of this clause and shall on demand immediately reimburse Transnet an amount equal to the amount of the payment or the value of the gift to such an official which gives rise to such violation; and
 - 44.2.2. hold Transnet harmless for all losses and expenses arising out of such violation.
- 44.3. In the event of any violation of this clause 30, Transnet may, in its sole discretion, terminate this Agreement at any time and, notwithstanding any other provisions of this Agreement, shall not be required to pay any compensation to or reimburse the Stevedore in any manner whatsoever.
- 44.4. The Parties each confirm, warrant and represent to one another that they will not engage in any form of corruption or bribery of any person including (without limitation) designated public

officials or act in contravention of any legislation prohibiting such behaviour. If there is any breach of this clause 30, the innocent / aggrieved Party shall be entitled to terminate this Agreement with immediate effect.

45. DATABASE OF RESTRICTED SUPPLIER

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

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

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

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

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

SERVICE LEVEL AGREEMENT ("SLA")

in respect of the provision of

SECURITY SERVICES

entered into by and between

TRANSNET SOC LIMITED Ltd

Registration Number 1990/000900/30

A public company with limited liability and duly incorporated
in compliance with the company laws of the Republic of South Africa

Operating as

Transnet Port Terminals

Registration number 1990/000900/30 –

Transnet Building

202 Anton Lembede Street

Durban

4001

(hereinafter referred to as the "TPT")

and

XXXXXXXXXXXXXX

Registration Number **XXXXXXXXXXXXXX**

(hereinafter referred to as the "Service Provider")

SERVICE LEVEL AGREEMENT ("SLA")

FOR THE PROVISION OF PHYSICAL GUARDING SECURITY SERVICES AT ALL TERMINALS (I.E. RICHARDS BAY (INCLUDING KENDAL), DURBAN, PORT ELIZABETH (INCLUDING LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA (HEREINAFTER REFERRED TO AS "THE SECURITY SERVICES") FOR TRANSNET SOC LTD [REGISTRATION NUMBER 1990/000900/30] OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE (3) YEARS

By XXXXXXXX XXXXXXX SERVICES

Tender Reference: iCLM HQ 686/TPT

1. Parties to the SLA

- 1.1 The Service Level Agreement will be executed by and between TPT at XXXX Terminal in the Port of XXXX and XXXXX XXXXX Services (the Service Provider).

2. Purpose

- 2.1 The purpose of the Service Level Agreement is to define the Security Services offered by the Service Provider and the Security Services required by TPT (applicable to both parties) and to quantify these Security Services, where possible.
- 2.2 This Service Level Agreement also defines the special conditions that will apply for the duration of the Agreement, if any.

3. Scope

- 3.1 The MASTER AGREEMENT indicates the Effective Date of the Security Service and the Security Service shall continue to operate until the Termination Date as stated in the Master Agreement, unless terminated by the TPT in terms of clause 40 of the MASTER AGREEMENT.
- 3.2 The scope of the Security Services provided by the Service Provider is summarized as to provide an effective, efficient and professional Security Service to TPT whereby:
- The TPT's assets, plant, equipment, infrastructure and people, including information, are safeguarded;
 - TPT Customers cargoes received, released and kept in storage by TPT are safeguarded;
 - Identify, assess, report and react to security risks, threats and vulnerability to prevent such incidents from happening;
 - Align to the provisions of the ISPS Code ("the Code") and as a minimum, instill in its workforce, a culture of conformance to the Code in terms of knowledge and awareness, accreditation and compliance with the relevant aspects of the Code and TPT Security Plans;
 - Full compliance to all related Transnet / TPT Security Strategy, Policy, Standard Operating Procedures and Job Descriptions/Work Instructions; and
 - Adequate communication and written reporting on all matters of security.

3.3 Note that an additional description of work (Security Services) that is site-specific is included as per:

- Annexure "A" – Works document (Resources required as per Pricing schedule)
- Annexure "B" – Job Descriptions/Work Instructions per site/deployment area

4. Responsibilities

4.1 TPT must ensure that the implementation of, adherence to and dissemination of the provisions of this Agreement are clearly articulated to the Service Provider. This is observed through the following:

- Signed MASTER AGREEMENT between TPT and XXXX
- Signed SLA between TPT and XXXX (this document)
- Service Provider Management Induction Programme
- Additional Induction Programs at all relevant TPT Sites, including safety induction

4.2 The Service Provider must ensure a clear understanding of its obligation in terms of the SLA and that the necessary care and diligence is continuously exercised in fulfilling its duties in terms of the MASTER AGREEMENT and the SLA.

5. Training

5.1 Further to paragraph 12.2 of the Master Agreement, the following additional training requirements apply:

- A SASSETA qualification equal to the PSIRA training certificate for a specific grade will also be accepted
- The proof of ISPS Code training will be a certificate issued by a competent authority that the security official has attended and passed a training course in maritime security as prescribed in SAQA Unit Standard 252174

5.2 TPT reserves the right to require security officials to write an exam paper to test their knowledge on the ISPS Code and Site Instructions to ensure that security officials are competent, as required by Rule 140 of the Port Rules promulgated under the National Ports Act, 2005

6. Communication Forums

6.1 Authorized officers and members of the Service Provider and TPT must attend scheduled and emergency communication forums.

6.2 The following are key contact persons at TPT Port of XXX:

- Security Manager & Contact number(s)

6.3 The following are key contact persons at XXXX Services:

- Area/Site Manager & Contact number(s)
- Site Inspector & Contact number(s)

6.4 The following minimum communication forums apply:

- Monthly Meetings will be held at the Port of XXXX on the last Wednesday of every month between 12H00 and 14H00.
- Weekly, Ad hoc and or Emergency Meetings

The venue for the above meetings will be confirmed prior to the meeting.

6.5 The following items will form part of every Agenda for the weekly and monthly meetings:

1. Welcome
2. Present & Apologies
3. Confirmation of Previous Minutes
4. Matters Tabled For Discussion
5. Matters Arising
6. Standing items for discussion
 - 6.1. Security Incidents – reports, corrective action, etc.
 - 6.2. Disruptive Operations planning
 - 6.3. Contract Management
 1. Officer files update
 2. Penalties sign off
 3. Performance Balance Scorecard sign off (monthly meeting only)
 4. Other (e.g. Claims, Training, Safety inductions, Medicals, etc)
 - 6.4. Emerging Security Risks Identified and Action Plans
 - 6.5. Occupational Health and Safety minutes – items for action (monthly meeting only)
7. New Matters
8. Conclusion

7. Equipment

The following equipment need to be supplied by the Service Provider for use in the Terminal by the officers:

- 7.1 All equipment as listed in clause 9.3 of the MASTER AGREEMENT except for firearms, visitor's register and declaration register (both registers supplied by TPT); and
- 7.2 All Terminal specific Personal Protective Equipment (PPE) is required:
 - The list of the specific PPE requirements for each terminal is listed on the "Scope of Work" document attached as Schedule 1 to the Master Agreement
 - Due to the Covid19 pandemic additional PPE for all security officers working on the frontline has been identified. This PPE will be supplied by the service provider to its employees until such time that the South African Department of Health has declared it no longer necessary for frontline personnel to wear this PPE. This PPE will consist of:
 - At least two (2) cloth Face Masks as prescribed in the Regulations issued under the Disaster Management Act. These should be replaced as guided by Government;
 - Personal use sanitizer containing at least 70% alcohol
- 7.3 The following facilities/equipment on TPT asset register is provided to XXXX for use during the contract period as per the MASTER AGREEMENT:
 - List facilities/assets provided i.e. guard huts (temporary), tables, chairs, urn/kettle, microwave, etc.

Complete a separate "handing over" certificate which list all existing damages and on which the service provider's delegated authority sign for receipt of the equipment/facilities.

8. Ad Hoc and Emergency services

- 8.1 TPT will have control and monitor processes to procure ad hoc and/or emergency services.
- 8.2 Ad hoc and/or emergency services are determined within the discretion of the TPT depending on the circumstances and the required type of special security arrangements. These requirements will be formally communicated to the Service Provider as prescribed in paragraph 9.6, 9.7 and 9.8 of the MASTER AGREEMENT.
- 8.3 Ad hoc and/or emergency services will be utilized for exceptional purposes only and will be of a temporary nature.
- 8.4 Annexure "C" – Change Request Form, will be used as documentary proof for the sourcing of ad-hoc and/or emergency services. All telephonic requests by TPT authorized personnel for these services, will be followed up in writing within 2 hours of the request. Should the cause of the emergency prevent this, the request must be appended in writing, as soon as possible and within reasonable time limits.

9. Performance measurements

- 9.1 TPT has a monthly performance measurement tool for specific Security Services provided and is attached as:
- Annexure "D" – SLA Performance Balance Scorecard
- 9.2 The following performance indicators are relevant:
- 9.2.1. For scores out of 5:
- 1 = Unacceptable,**
 - 2 = Below standard,**
 - 3 = Acceptable &**
 - 4 = Consistently exceeding TPT expectations**
- 9.3 Notwithstanding the terms & conditions contained in the MASTER AGREEMENT, the following areas will form part of the SLA Performance Balance Scorecard:
1. Management of Capacity
 - i. Planning
 - ii. Security operations
 2. Legislative Compliance
 - i. Safety and Security Requirements
 - ii. PSIRA registration valid for each guard placed at the TPT Terminal.
 - iii. PSIRA training undertaken for each guard placed at the TPT Terminal
 3. Invoicing and Payments on time
 4. Penalties
 5. Incident Register in place
 6. Incident Register updated monthly and signed off by both Parties
 7. Non-conformances issued
 8. Improvement measures to be put into place
- 9.4 The information will be conveyed monthly to the office of the TPT Chief Security Officer for the monitoring of service levels and if it is still to the expectation of TPT.

- 9.5 TPT and the Service Provider agree to remove any cause of non-performance and to take corrective action without delay.
- 9.6 In the event of an unplanned and illegal strike of the work force of the Service Provider, TPT has the right to appoint an alternative Service Provider for the duration of the action at the cost of the Service Provider.

10. Incident reporting

- 10.1 Records of incidents and transgressions across the Port of XXXX must be reported not later than at the end of the shift to the TPT Security representative on duty.
- 10.2 Serious incidents or incidents of a criminal nature that may attract media coverage must be reported immediately to the TPT Security representative.
- 10.3 The incident report attached as Annexure "E" must be used to report security incidents.

11. Penalties

Penalties for non-conformance will be raised as per following ratings to the TPT sites:

- As per Annexure "F" – Risk rating of all TPT facilities is "High"

12. Contingency Plan and Risk Assessment

- 12.1 A Security Risk Assessment, using a recognized risk management methodology, must be conducted regularly (at least once a quarter) in collaboration with the TPT Security Manager to ensure that security measures are aligned to the security risks and threats. The risk assessment must also indicate the recommendations to mitigate the identified risks and threats.
- 12.2 TPT has business continuity, contingency and emergency response plans to cater for the following:
- Major business interruptions
 - Emergency events (Safety and Security incidents)
 - Labour/Protest action
- 12.3 Accordingly, the Service Provider will provide TPT with their contingency arrangements and ensure that the data provided to TPT remains current.
- 12.4 The Service Provider will formally report any 'new' or emerging risk(s) or security threat(s) to the TPT Security Manager immediately when they observe and/or gain knowledge thereof.
- 12.5 It is expected that the Service Provider will also draft contingency plans for the effective continuation of service when required by the TPT. Examples of events that require contingency plans are:
- Major events hosted by Transnet or Government that may have an impact on security operations within the Port;
 - December festive period;
 - Easter holiday;
 - Shut down of port operations as agreed with TPT recognized labour unions

13. Job Descriptions

13.1 TPT will provide job descriptions for all premises and areas under its control.

For detail refer to Annexure "B" – Job Description per site

14. Review

14.1 Performance levels against the SLA will be reviewed quarterly. The monthly Performance Balance Scorecard will be used as source document for the quarterly review and to track improvements or declines in the Security Service.

15. Request for Change

15.1 All changes to the Work Document as stipulated in Annexure "A" will be effected by TPT, using the Security Change Request Form – see Annexure "C" of this Service Level Agreement.

15.2 All approved changes to be communicated in writing to the Service Provider by the TPT Security Manager.

16. Removal of officers

16.1 In the event that the actions or performance of an officer is to the detriment of TPT or creates a risk exposure, the immediate removal of such officer will be requested telephonically by the TPT Security Manager or his appointed delegate. The reasons for such removal will be documented on Annexure "G" – Removal of Security Officer from Site.

16.2 An officer removed from a TPT site will not be re-deployed onto another Transnet site without the written consent of the Security Manager where the person will be re-deployed.

16.3 In the event that security officers are suspected of involvement in any criminal activity, they must be subjected to a polygraph test or screening by an independent service provider, at the cost of security service provider. The security service provider cannot conduct its own polygraph tests or screening, if it does have this capability available in-house.

Signed at _____ on this _____ day of _____ 20__

WITNESSES:

Service Provider: XXXXX

- 1.
- 2.

NAME AND DESIGNATION OF SIGNATORY
WHO WARRANTS THAT HE IS DULY
AUTHORISED THERETO

Signed at _____ on this _____ day of _____ 20__

WITNESSES:

TPT – Port of XXXXXX:

- 1.
- 2.

Name
Terminal Manager
Port of XXXX

Annexure "A" – Works document

Transnet Port Terminals– Security Resource Requirement
Port of XXXX

Location	Security Grade	Hours of Duty	Days per week	Officer per shift Day Night		Duties	Equipment
		REFER TO SCHEDULE 1 OF THE MASTER AGREEMENT ("SCOPE OF WORK")					

XX Day Shift
XX Night Shift
Total Contract Security Guards = XX

Annexure B – Job Descriptions**1. Roles & Responsibilities: Supervising Inspector**

Notwithstanding the terms and conditions of the MASTER AGREEMENT the Supervising Inspector:-

- must at all times protect the interests of TPT to the best of his/her ability, in accordance with the laws and with due regard to the interest of all other interested parties.
- shall ensure that the employees deployed at TPT are trained to render the Security Services, are provided with the correct equipment to render the Security Services and are trained to use the equipment effectively.
- shall carry out a minimum of two site inspections per shift
- must assess vulnerability, identify security risks, evaluate controls and recommend immediate steps if a threat is identified
- must make an entry of his/her visit in the occurrence book (OB) on each visit, stating the time and details of any observations.
- is required to maintain a close liaison with the TPT Security Department and report any emergency or immediate threat to the TPT Security Supervisor on duty.
- will issue an incident report to TPT Security Department on any security breaches which occurred within their area of control not later than the end of the working shift within which the incident occurred.

2. Roles and Responsibilities of the Security Officers

- Every security officer that is deployed to render the Security Service to TPT must be reliable, fully and correctly informed his/her employer of the level of training, skill, experience and qualifications that he/she has attained and is properly trained and able to effectively use the equipment that he/she is issued with to render the required Security Service to TPT.

(a) Access Control – Administrative buildings

The security officer will enforce access control as follows:

TPT Staff

- All TPT staff will be in possession and display or produce a TPT ID card with a clear photo before entry to the building.
- All staff shall use their own security access cards to gain entry through electronic doors.
- Staff who have no ID card or access disk must fill in the visitors register.
- All staff that enters the building after hours, weekends or public holidays must report at security who will note the visit in the OB.
- Staff not in possession of a permanent authority for equipment issued to them, must be in possession of a letter of authorization to remove equipment from the building. This refers specifically to laptop computers and other electronic equipment. The letter of authorization must include the following:
 - Type of equipment (*e.g. Toshiba Pocket PC e350*),
 - Model Number (*e.g. PSA50 YXT*),
 - Serial Number (*e.g. 12345678G*),
 - Issued to - (*Full Name, Department, Phone, ID Number, Signature*)
 - Authorised by – (*Full Name, Department, Phone, Signature*)
 - Authorisation period
 - Date
- A copy of the letter of authorization for all staff that have authorization to be in possession of electronic equipment must be available on file at the security desk for control purposes

Visitors & Contractors / Service Providers

- All visitors must show a valid photo ID and sign the visitors register prior to entry

- All visitors will declare their laptops and record the details in the relevant space in the visitor's register, the machine type (*e.g. Toshiba Pocket PC e350*) and Serial Number (*e.g. 12345678G*)
- When visitors leave the building with electronic equipment the recorded details must be compared with the declared items and the security officer will sign the equipment out.
- When visitors exit the building with electronic equipment that was not previously recorded, such details must be recorded in the Register together with a copy of an authorization letter by the relevant Head of Department or Designate. Only then will the security officer sign the equipment out.
- Upon arrival scheduled / pre-authorized Visitors must declare their business and security/reception will phone the host who will meet the visitor at security/reception and escort them to the area of business within the building. Visitors must be escorted back to security upon completion of their business.
- Visitors must not be allowed to remove any TPT property without proper written authority.
- All unofficial / unscheduled visitors shall only be allowed access to a designated area when they are met by an authorized escort from the security reception area.
- All visitors carrying packages and baggage must declare the contents. Where X-Ray machines are in use, these packages/baggage must be scanned.
- The same procedures apply for the control of cleaning personnel who enter buildings after normal working hours

(b) Access Control – Operations area

The security officer will enforce access control to all persons (excluding drivers and assistants of Road Hauler Vehicles delivering cargo) who require access to the operational areas of terminals as follows:

- At all terminals where a shuttle service is operational the procedures as set out in the "Procedure for Operating a Shuttle Service" need to be followed.
- At all other terminals the same procedure for access to the administrative offices applies with the following additional requirements:
 - Security officer ensures that person complies with TPT Conditions of Entry and that PPE is available and worn.
 - TPT representative from the relevant department is called to confirm appointment.
 - Person completes access control register and visitors permit is issued.
 - After business is complete the person must proceed to the terminal access gate.
 - Security officer verifies that no unauthorized items are removed from site.
 - Security officer collects visitors permit and release person to exit terminal area.

(c) Deliveries into the operational area

- The delivery company representative presents her/himself to the security officer at the access gate to the operational area.
- The security officer verifies the delivery note to ensure the end destination is correct, affix a gate control date stamp on the delivery documents as confirmation that the delivery/company representative passed through the security control point and allows access to the operational area subject to safety requirements.
- Security officer informs the relevant department telephonically of the delivery and requests a representative to receive the delivery at the relevant delivery point.
- After delivery the TPT representative stamps the delivery note and requests the person to proceed to the exit gate where security officer will verify that all items were delivered and search the vehicle to ensure that no unauthorized items are taken out of the terminal.

(d) Access to ships/quayside

All access to ships by persons/service providers who are exempted from using the shuttle service or where a shuttle service is not available (agents, stores, bunkering, ship repairs, surveyors, etc) must be dealt with as follows:

- Security officer verifies the request for entry through perusal of the delivery note, order form or other form of authority to enter terminal;
- Security officer verifies credentials of vehicle and occupants to ensure vehicle and occupants are accredited as required by TPT Conditions of Entry;
- Security officer captures visit in relevant register, searches vehicle if required, ensures occupants have the necessary PPE and allow access to terminal;
- Upon exit from the terminal the security officer will perform the necessary searches, document control, if required and capture the exit in the relevant register and allow vehicle and occupants to leave.

(e) Delivery of Cargo

The following procedure will be followed for vehicles delivering cargo to the operational area of the terminal:

- Security verifies the request for entry through perusal of delivery note, booking order form or other form of authority to enter terminal;
- Security officer verifies credentials of vehicle and occupants to ensure vehicle and occupants are accredited as required by TPT Conditions of Entry;
- Security officer allows cargo controller, if applicable to capture the visit as required by operational procedures, searches vehicle, ensure occupants have the necessary PPE and allow access to terminal;

Upon exit from the terminal the security officer will ensure that exit is captured by cargo controller, if applicable, perform the necessary searches and capture the exit in the relevant register and allow vehicle and occupants to leave.

(f) Communications

- An Instruction Register shall be maintained as a means of communicating concise instructions or information to Service Providers personnel originating from the TPT Security department
- Security Officers shall have the ability to communicate quickly and effectively and to operate all communication equipment efficiently
- Security Officers must be competent in after hour and emergency communications procedures and the correct radio procedures.
- Emergency numbers must be clearly displayed in the security reception area and the Security Officer must be aware of the current emergency / duress code to be used when reporting a volatile situation, including reports to SAPS or Security Control Rooms.

(g) Deliveries & Mail

- Security officers must be able to identify or recognize letters and parcels that may contain hazardous substances or explosives
- All deliveries / collections must be scheduled in advance by department heads
- Security officers must receive prior notification of such delivery / collection details (who, what, when, how)

- Upon receiving / collection of goods or equipment, Security officer will compare that to a corresponding pre-schedule entry
- All deliveries / collection must have valid documentation
- Under no circumstances will security officers accept deliveries / collection without supporting documentation
- No deliveries / collection must be kept in the security area without the accompanying documentation; the security officer shall inform the relevant department of any delivery received
- All courier packages must be checked and identified at reception in the courier's presence prior to accepting such packages.
- Housekeeping must be maintained at all times

(h) Video surveillance & Intruder Detection Systems (where required by TPT)

- The security officer will monitor the video surveillance cameras and record and report any suspicious incident immediately to his supervisor or TPT Security Management.
- Special attention must be given to security high risk areas, i.e. insert areas for terminal
- Any incident must be recorded onto DVD/mass storage device for future record purposes and must be provided to the TPT Security Manager for safe keeping and further disposal.
- An intruder detection system / alarm register must be maintained at terminals where this is not integrated into the CCTV system, to record the following :
 - All activations and the reasons
 - Action taken and result
 - Arrests made (provide details of suspect)
 - SAPS case number
 - All maintenance calls and/or services
 - All test activations
 - All Notification of faults or requests to the alarm response company.

(i) Employee parking (where applicable)

- The security officer shall monitor all parking around the building;
- The security officer will ensure that TPT staff / Visitors obey the traffic rules within the area;
- The security officer will immediately report any suspicious vehicles or activities to his/her Supervising Inspector;
- The security officer will not allow vehicles to be parked in areas not demarcated for this purpose;
- In all emergencies, the security officer will direct and assist emergency response vehicles.

(j) Firearms

- The security officer shall maintain the rule that firearms are not allowed on Transnet / TPT sites
- Only Law Enforcement Officers on official duty at the time of their visit to the TPT sites may be allowed to carry their firearms
- The security officer may not accept any firearms for safe keeping.
-

3. Code of Conduct for Security Officials

- The Security officer / Supervising Inspector shall not act in matters involving conflict of interest without appropriate disclosures and approval.
- He / She shall truthfully give details of the service he / she can render
- The Security officer shall at all time display honesty and integrity in the performance of his duties.

- The Security officer / Supervising Inspector shall not act in any matters involving conflict of interest without appropriate disclosures and approval.
- The Security officer / Supervising Inspector shall, as far as possible, in the course of rendering the security service to TPT comply with all applicable laws, endeavor to protect life and property and prevent crime, with the minimum use of force.
- The Security officer / Supervising Inspector shall safeguard information entrusted to him.
- A Security officer / Supervising Inspector shall not disclose any information originating from a person without written authority of that person
- A Security officer / Supervising Inspector shall not maliciously injure the reputation of his colleagues, TPTs or employees.

Annexure "C" - Security Change Request Form

TPT	SECURITY CHANGE REQUEST FORM	Reference Number:		
DETAILS OF SERVICE LEVEL AGREEMENT TO BE CHANGED				
DOCUMENT REFERENCE	TPT TERMINAL NAME	SLA VERSION		
<u>JUSTIFICATION FOR CHANGE (must address security risk and associated costs, budget availability):</u> 				
	NAME	SIGNATURE	DATE	DESIGNATION
REQUESTED BY				TPT Shift Supervisor
SUPPORTED BY				Terminal Security Manager
APPROVED BY				Terminal Manager/Delegated Authority

Annexure D – SLA Performance Balance Scorecard

ATTACHED HERETO

Annexure E – Incident Report



SECURITY OCCURRENCE TECHNICAL FORM

1. Date of Occurrence	:	_____
2. Time	:	_____
3. Occurrence Book Reference No.	:	_____
4. Occurrence Ref. No.	:	_____
5. Type of Security Occurrence (See List)	:	_____
6. Committed by who		
• Transnet employee		☐
• Transnet contractor		☐ Specify _____
• External		☐ Specify _____
• Un-identified		☐
7. Name of Transnet employee	:	_____
8. SAP Number	:	_____
9. Nature of employment	:	_____
a. Permanent		
b. Contract		
c. Trainee		
10. In case of Theft, what kind of theft :		
a. Cable Theft		☐
b. Battery Theft		☐
c. Tarpaulin Theft		☐
d. Product Theft		☐
e. Sleeper Theft		☐
f. Vehicle Theft		☐
g. Computer Theft		☐
h. General Theft		☐
i. Other		☐ Specify _____
11. Estimated time of Occurrence	:	_____
12. Estimated cost	:	_____
13. Location of Security Occurrence	:	_____

14. Was the case reported to the Insurer (Yes / No) : _____

- a. If Yes, Name of Insurer : _____
- b. Date Reported : _____
- c. Reported By Who : _____
- d. Claim No. : _____

15. Was the case reported to the SAPS (Yes/No) : _____

- a. Name of Police Station : _____
- b. Case No. : _____
- c. Name of contact person : _____
- d. Contact details : _____

16. Any arrest made (Yes/No) : _____

- a. If Yes, how many where arrested : _____

17. Was there a forced Entry? : _____

- a. If so, how : _____

Form completed by : _____

Designation : _____

Signature : _____

Date : _____

NOTE –
THIS TECHNICAL FORM DOES NOT REPLACE AN INVESTIGATION OR ANY OF THE LEGISLATIVE FORMS.
OTHER TEMPLATES TO BE COMPLETED BY TRANSNET SECURITY PERSONNEL AS PRESCRIBED IN TIMS
CORE PROCEDURE 13

Annexure F – Risk rating of penalties in terms of Clause 16 of Schedule 1 of the Master Agreement

Penalty Description	Risk rating	Penalty amount	Frequency
Possession of private cell phone by a security officer whilst on duty	High	R100	Per incident
The security officer is on duty without a pocketbook and pen	Low	R50	Per incident
Pocket book of a security officer written up in advance	Low	R50	Per incident
Pocket book not written up hourly	Low	R20	Per incident
The security officer is on duty without an identity disc	High	R100	Per incident
The security officer is on duty without any instrument to determine time or such instrument is not in working condition	Low	R50	Per incident
The security officer is on duty without a flashlight in working order	High	R100	Per incident
The security officer is on duty without a spotlight in working order, where patrol vehicles are not equipped with a spotlight	High	R100	Per incident
There is no operational base radio on Site where required	High	R100	Per shift
The security officer is without a hand-held radio for communication and/or this is not in working order	High	R100	Per incident
A vehicle is without radio communication, or the radio communication is not in working order	High	R100	Per incident
Possession of private firearm by security officer whilst on duty	High	R1000	Per incident
Vehicle not as specified / un-roadworthy / inoperable / unavailable	High	R500	Per incident
Self-posting and/or no parade or inspection of a security officer	High	R500	Per incident
Late posting of a security officer	High	R500	Per incident
Late submission or non-submission of Health & Safety minutes	High	R100	Per month
No visit from off-Site Supervising Inspector to Site	High	R100	Per incident
Nonattendance of weekly meeting by the Service Provider	High	R500	Per incident
Nonattendance of monthly meetings by managing member, director or designated regional representatives of the Service Provider	High	R500	Per incident
Unavailability of, and non-submission or late submission of any relevant documentation, sheets or failure to complete or keep all relevant documents up to date	High	R200	Per incident
Failure to hand in or late submission of feedback report on the occurrence of an Incident	High	R200	Per incident
Security officer sleeping on duty	High	R750	Per incident
Security officer under the influence of alcohol/drugs	High	R750	Per incident
Security officer absent from duty/no security officer deployed	High	R1000	Per incident

Annexure G: Removal of Security Officer from Site

TERMINAL	SECURITY OFFICER REMOVAL FORM		Reference Number:	
DETAILS OF OFFICER				
COMPANY NO	NAME OF OFFICER		PSIRA NO	
<u>Short description of circumstances leading to the removal of officer from site:</u> 				
	NAME	SIGNATURE	DATE	DESIGNATION
Requested By				TPT Shift Supervisor
Supported By				TPT Security Manager
Acknowledged				Security Service Provider

ANNEXURE L

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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

before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.

- 2.3 Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process [in a fair manner](#).
- 2.4 Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

3 OBLIGATIONS OF THE BIDDER / SUPPLIER

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

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

- 3.2 The acceptance and giving of gifts may be permitted provided that:

- a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
- b) many low retail value gifts do not exceed R 1 000 within a 12 month period;
- c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
- d) a Bidder / Supplier does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
- e) a Bidder / Supplier does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
- f) a Bidder / Supplier may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a

business meal and /or drinks, or hospitality package, irrespective of value, during any bid evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and

- g) a Bidder / Supplier may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.
- 3.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
 - 3.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.
 - 3.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - 3.6 A Bidder / Supplier of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
 - 3.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.
 - 3.8 Transnet may require the Bidder / Supplier to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
 - 3.9 The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - 3.10 The Bidder/Supplier confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-

Corruption and the Environment when undertaking business with Transnet as follows:

- a) Human Rights
 - Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2: make sure that they are not complicit in human rights abuses.
- b) Labour
 - Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
 - Principle 4: the elimination of all forms of forced and compulsory labour;
 - Principle 5: the effective abolition of child labour; and
 - Principle 6: the elimination of discrimination in respect of employment and occupation.
- c) Environment
 - Principle 7: Businesses should support a precautionary approach to environmental challenges;
 - Principle 8: undertake initiatives to promote greater environmental responsibility; and
 - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption
 - Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT BIDDING

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

- a) has been requested to submit a Bid in response to this Bid invitation;
- b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
- c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.

4.2 The Bidder has arrived at his submitted Bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

However communication between partners in a joint venture or consortium will not be construed as collusive bidding.

- 4.3 In particular, without limiting the generality of paragraph 4.2 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Bid;
 - e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
 - f) bidding with the intention of not winning the Bid.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her Bid relates.
- 4.5 The terms of the Bid as submitted have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
- 4.6 Bidders are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

5 DISQUALIFICATION FROM BIDDING PROCESS

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

discretion also exclude the Bidder / Supplier from future bidding processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Supplier and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

6 DATABASE OF RESTRICTED SUPPLIERS

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Bid shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

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

7 PREVIOUS TRANSGRESSIONS

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

removed from the Bidder / Supplier database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

8 SANCTIONS FOR VIOLATIONS

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

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

9 CONFLICTS OF INTEREST

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

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

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

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

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

- 9.3 If a Bidder / Supplier has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Transnet employee / member of Transnet's Board of Directors in respect of a bid which will be considered for the bid process, the Bidder / Supplier:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
 - b) must notify Transnet immediately in writing once the circumstances has arisen.
- 9.4 The Bidder / Supplier shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Bidder / Supplier.

10 DISPUTE RESOLUTION

- 10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Transnet and its Bidder / Supplier, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a restriction process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:
- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
 - b) **Perjury:** where a supplier make a false statement either in giving evidence or on an affidavit;
 - c) **Scurrilous allegations:** where a supplier makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
 - d) **Abuse of court process:** when a supplier abuses the court process in order to gain a competitive advantage during a bid process.

11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

- 11.3 The validity of this Integrity Pact shall cover all the bidding processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 11.5 Should a Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders / Suppliers to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

oooOOOooo

NON DISCLOSURE AGREEMENT

[April 2020]

THIS AGREEMENT is made between

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

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

and

the Company as indicated in the RFP bid response hereto

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

- 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

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ANNEXURE H - PRICING SCHEDULE

The price increase for year 2 and 3 of the contract will be dependent on the Sectoral Determination % increase, the date on which it comes into effect and the agreed upon increase for the fuel cost.

Respondents are required to complete the tables below:

DURBAN (Point) MULTI-PURPOSE TERMINAL		
MAGISTERIAL AREA (PSIRA) 1	No. Of Resources/ Equipment	Monthly Rate Per Resource /Equipment Year 1
Grade A: Day Shift (Mon to Sun)	1	
Grade A: Night Shift (Mon to Sun)	1	
Grade B: Day Shift (Mon to Sun)	1	
Grade B: Night Shift (Mon to Sun)	1	
Grade C: Day Shift (Mon to Sun)	20	
Grade C: Night Shift (Mon to Sun)	19	
Handheld radios per month	22	
Torches per month	20	
Handheld metal detector	5	
On Site Response vehicle per month	1	
Spotlight for vehicle per month	1	
MONTHLY GRAND TOTAL (excl VAT)		

DURBAN CAR TERMINAL		
MAGISTERIAL AREA (PSIRA) 1	No. Of Resources/ Equipment	Monthly Rate Per Resource/Equipment Year 1
Grade A: Day Shift (Mon to Sun)	3	
Grade A: Night Shift (Mon to Sun)	2	
Grade B: Day Shift (Mon to Sun)	2	
Grade B: Night Shift (Mon to Sun)	2	
Grade C: Day Shift (Mon to Sun)	49	
Grade C: Night Shift (Mon to Sun)	46	
Security Patrol Dog: Night Shift (Mon to Sun)	1	

DURBAN CAR TERMINAL		
MAGISTERIAL AREA (PSIRA) 1	No. Of Resources/ Equipment	Monthly Rate Per Resource/Equipment Year 1
Handheld radios per month	47	
Torches per Month	47	
On Site Response vehicle per month	1	
Spotlight for vehicle per month	1	
Handheld Metal Detectors	22	
MONTHLY GRAND TOTAL (excl VAT)		

DURBAN - MAYDON WHARF MULTI-PURPOSE TERMINAL		
MAGISTERIAL AREA (PSIRA) 1	No. Of Resources/ Equipment	Monthly Rate Per Resource/Equipment Year 1
Grade A: Day Shift (Mon to Sun)	1	
Grade A: Night Shift (Mon to Sun)	1	
Grade B: Day Shift (Mon to Sun)	1	
Grade B: Night Shift (Mon to Sun)	1	
Grade C: Day Shift (Mon to Sun)	10	
Grade C: Night Shift (Mon to Sun)	9	
Handheld radios per month	11	
Base Radio per month	1	
Torches per month	10	
Handheld Metal detector	4	
On Site Response vehicle per month	1	
Spotlight for vehicle per month	1	
MONTHLY GRAND TOTAL		

DURBAN - MAYDON WHARF AGRI-BULK		
MAGISTERIAL AREA (PSIRA) 1	No. Of Resources/ Equipment	Monthly Rate Per Resource/Equipment Year 1
Grade B: Day Shift (Mon to Sun)	1	
Grade B: Night Shift (Mon to Sun)	1	

DURBAN - MAYDON WHARF AGRI-BULK		
MAGISTERIAL AREA (PSIRA) 1	No. Of Resources/ Equipment	Monthly Rate Per Resource/Equipment Year 1
Grade B: Day Shift (Mon to Fri)	1	
Grade C: Day Shift (Mon to Sun)	7	
Grade C: Night Shift (Mon to Sun)	5	
Handheld radios per month	6	
Torches per month	5	
Handheld Metal detector	3	
MONTHLY GRAND TOTAL (excl VAT)		

DURBAN CONTAINER TERMINAL - PIER 1		
MAGISTERIAL AREA (PSIRA) 1	No. Of Resources/ Equipment	Monthly Rate Per Resource/Equipment Year 1
Grade A: Day Shift (Mon to Sun)	2	
Grade A: Night Shift (Mon to Sun)	2	
Grade B: Day Shift (Mon to Sun)	1	
Grade B: Night Shift (Mon to Sun)	1	
Grade C: Day Shift (Mon to Fri)	1	
Grade C: Day Shift (Mon to Sun)	27	
Grade C: Night Shift (Mon to Sun)	27	
Handheld radios per month	12	
Torches per month	12	
Base Radio per month	1	
On Site Response vehicle per month	1	
Spotlight for vehicle per month	1	
Cell phone	1	
Life jackets	6	
MONTHLY GRAND TOTAL (excl VAT)		

DURBAN CONTAINER TERMINAL – PIER 2		
MAGISTERIAL AREA (PSIRA) 1	No. Of Resources/ Equipment	Monthly Rate Per Resource/Equipment Year 1
Grade A: Day Shift (Mon to Sun)	4	
Grade A: Night Shift (Mon to Sun)	4	
Grade B: Day Shift (Mon to Sun)	2	
Grade B: Night Shift (Mon to Sun)	2	
Grade C: Day Shift (Mon to Sun)	34	
Grade C: Night Shift (Mon to Sun)	34	
Handheld radios per month	22	
Torches per month	20	
Base Radio per month	1	
On Site Response vehicle per month	2	
Spotlight for vehicle per month	2 (1 per vehicle)	
Cell phone	2	
Life jackets	8	
MONTHLY GRAND TOTAL (excl VAT)		

CAPE TOWN CONTAINER TERMINAL		
MAGISTERIAL AREA (PSIRA) 1	No. Of Resources/ Equipment	Monthly Rate Per Resource/Equipment Year 1
Grade B: Day Shift (Mon to Sun)	1	
Grade B: Night Shift (Mon to Sun)	1	
Grade C: Day Shift (Mon to Sun)	35	
Grade C: Night Shift (Mon to Sun)	31	
Base Radio per month	1	
On Site Response vehicle per month	1	
Spotlight for vehicle per month	1	
Handheld radios per month	19	
Torches per month	21	
MONTHLY GRAND TOTAL (excl VAT)		

CAPE TOWN MULTI-PURPOSE TERMINAL		
MAGISTERIAL AREA (PSIRA) 1	No. Of Resources/ Equipment	Monthly Rate Per Resource/Equipment Year 1
Grade B: Day Shift (Mon to Sun)	1	
Grade B: Night Shift (Mon to Sun)	1	
Grade C: Day Shift (Mon to Sun)	15	
Grade C: Night Shift (Mon to Sun)	14	
Base Radio per month	1	
Handheld radios per month	11	
Torches per month	10	
MONTHLY GRAND TOTAL (excl VAT)		

SALDANHA IRON ORE TERMINAL		
MAGISTERIAL AREA (PSIRA) 1	No. Of Resources/ Equipment	Monthly Rate Per Resource/Equipment Year 1
Grade B: Day Shift (Mon to Fri)	3	
Grade C: Day Shift (Mon to Sun)	15	
Grade C: Night Shift (Mon to Sun)	18	
Grade C: Day Shift (Sat & Sun)	3	
# Grade B: Day Shift (Mon to Fri)	1	
# Grade C: Day Shift (Mon to Sun)	2	
# Grade C: Day Shift (Sat and Sun)	1	
# Grade C: Night Shift (Mon to Sun)	3	
MONTHLY GRAND TOTAL (excl VAT)		

Only from December 2023 (subject to completion of Tipler 3 project) – Rate applicable to Year 2 of the contract will be used to calculate the cost for the remainder of the contract period for these resources

PORT ELIZABETH MULTI-PURPOSE AND CAR TERMINAL		
MAGISTERIAL AREA (PSIRA) 1	No. Of Resources/ Equipment	Monthly Rate Per Resource/Equipment Year 1
Grade C: Day Shift (Mon to Sun)	16	
Grade C: Night Shift (Mon to Sun)	16	
Handheld radios per month	13	
Torches per month	13	
Guard Monitoring System	3 patrol routes	
MONTHLY GRAND TOTAL (excl VAT)		

LOHATLA, NORTHERN CAPE (Managed by Port Elizabeth)		
MAGISTERIAL AREA (PSIRA)	No. Of Resources /Equipment	Monthly Rate Per Resource/Equipment Year 1
Grade C: Day Shift (Mon to Sun)	2	
Grade C: Night Shift (Mon to Sun)	2	
Handheld radios per month	2	
Torches	2	
Cell phone	1	
MONTHLY GRAND TOTAL (excl VAT)		

PORT ELIZABETH CONTAINER TERMINAL		
MAGISTERIAL AREA (PSIRA) 1	No. Of Resources/ Equipment	Monthly Rate Per Resource /Equipment Year 1
Grade B: Day Shift (Mon to Sun)	1	
Grade B: Night Shift (Mon to Sun)	1	
Grade C: Day Shift (Mon to Sun)	9	
Grade C: Night Shift (Mon to Sun)	9	
Handheld radios per month	8	
Torches per month	7	

PORT ELIZABETH MULTI-PURPOSE AND CAR TERMINAL		
MAGISTERIAL AREA (PSIRA) 1	No. Of Resources/ Equipment	Monthly Rate Per Resource/Equipment Year 1
Base Radio per month	1	
On Site Response vehicle per month	1	
Spotlight for vehicle per month	1	
Guard Monitoring System	1 patrol route	
Company Cellular Phone	1	
MONTHLY GRAND TOTAL (excl. VAT)		

EAST LONDON (MULTI-PURPOSE, GRAIN ELEVATOR AND CAR TERMINALS)		
MAGISTERIAL AREA (PSIRA) 2	No. Of Resources/ Equipment	Monthly Rate Per Resource/Equipment Year 1
Grade B: Day Shift (Mon to Sun)	1	
Grade B: Night Shift (Mon to Sun)	1	
Grade C: Day Shift (Mon to Sun)	20	
Grade C: Night Shift (Mon to Sun)	21	
Handheld radios per month	24	
Torches per month	23	
Base Radio per month	1	
On Site Response vehicle per month	1	
Spotlight for vehicle per month	1	
Guard Monitoring System	4 patrol routes	
Company Cellular Phone	1	
MONTHLY GRAND TOTAL (excl. VAT)		

NGQURA CONTAINER TERMINAL		
MAGISTERIAL AREA (PSIRA) 1	No. Of Resources/ Equipment	Monthly Rate Per Resource/Equipment Year 1
Grade B: Day Shift (Mon to Sun)	1	
Grade B: Night Shift (Mon to Sun)	1	
Grade C: Day Shift (Mon to Sun)	16	
Grade C: Night Shift (Mon to Sun)	16	

NGQURA CONTAINER TERMINAL		
MAGISTERIAL AREA (PSIRA) 1	No. Of Resources/ Equipment	Monthly Rate Per Resource/Equipment Year 1
Handheld radios per month	14	
Torches per month	16	
Base Radio per month	1	
On Site Response vehicle per month	1	
Spotlight for vehicle per month	1	
Guard Monitoring System	3 patrol routes	
Company Cellular Phone	1	
MONTHLY GRAND TOTAL (excl. VAT)		

RICHARDS BAY TERMINAL (MPT and DBT)		
MAGISTERIAL AREA (PSIRA) 3	No. Of Resources/ Equipment	Monthly Rate Per Resource/Equipment Year 1
Grade A: Day Shift (Mon to Sun)	1	
Grade A: Night Shift (Mon to Sun)	1	
Grade B: Day Shift (Mon to Sun)	1	
Grade B: Night Shift (Mon to Sun)	1	
Grade C: Day Shift (Mon to Sun)	56	
Grade C: Night Shift (Mon to Sun)	56	
Handheld radios per month	56	
On Site Response vehicle per month	2	
Spotlight for vehicle per month	2	
Base Radio per month	2	
Torches per month	56	
Security Patrol dogs	2	
MONTHLY GRAND TOTAL (excl. VAT)		

KENDAL, MPUMALANGA (Managed by Richards Bay)		
MAGISTERIAL AREA (PSIRA) 1	No. Of Resources /Equipment	Monthly Rate Per Resource/Equipment Year 1

Grade C: Day Shift (Mon to Sun)	2	
Grade C: Armed, Day Shift (Mon – Sun)	2	
Grade C: Night Shift (Mon to Sun)	2	
Grade C: Armed, Night Shift (Mon – Sun)	2	
Handheld radios per month	4	
Torches	4	
Security Patrol Dog	1	
MONTHLY GRAND TOTAL (excl. VAT)		

FOR THE PROVISION OF PHYSICAL GUARDING SECURITY SERVICES AT ALL TERMINALS (i.e. RICHARDS BAY (including KENDAL), DURBAN, PORT ELIZABETH (including LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA (HEREINAFTER REFERRED TO AS "THE SECURITY SERVICES") FOR TRANSNET SOC Ltd [Registration Number 1990/000900/30] OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE (3) YEARS

Security	Eligibility Criteria	Compulsory Returnable
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APPENDIX 1

Note to Bidder: Confirm the following mandatory criteria.

Experience in Providing Security Services		
Bidder must have at least 3 years' experience in providing security services in physical guarding	YES	NO

PLEASE ATTACH EVIDENCE (2 REFERENCES) OF THE ABOVE TO THIS RETURNABLE

Signed

Date

Name

Position

Tenderer:

FOR THE PROVISION OF PHYSICAL GUARDING SECURITY SERVICES AT ALL TERMINALS (i.e. RICHARDS BAY (including KENDAL), DURBAN, PORT ELIZABETH (including LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA (HEREINAFTER REFERRED TO AS "THE SECURITY SERVICES") FOR TRANSNET SOC Ltd [Registration Number 1990/000900/30] OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE (3) YEARS

Security	Eligibility Criteria	Compulsory Returnable
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APPENDIX 2

Note to Bidder: Confirm the following mandatory criteria.

PSIRA Certification

Bidder must have a valid PSIRA certificate (certificate expiry date to be later than the closing date of this bid) and accreditation as a security provider in terms of Section 20 of the Private Security Industry Regulation Act. ("New Certificate" as directed in industry circular issued by PSIRA on 10 March 2015). Bidder to submit as mandatory returnable document, attached to this Annexure

YES

NO

PLEASE ATTACH EVIDENCE OF THE ABOVE TO THIS RETURNABLE

Signed

Date

Name

Position

Tenderer:

FOR THE PROVISION OF PHYSICAL GUARDING SECURITY SERVICES AT ALL TERMINALS (i.e. RICHARDS BAY (including KENDAL), DURBAN, PORT ELIZABETH (including LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA (HEREINAFTER REFERRED TO AS "THE SECURITY SERVICES") FOR TRANSNET SOC Ltd [Registration Number 1990/000900/30] OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE (3) YEARS

Security	Eligibility Criteria	Compulsory Returnable
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APPENDIX 3

Note to Bidder: Confirm the following mandatory criteria.

Letter of good standing from COIDA		
Bidders to submit valid (expiry date to be later than the closing date of this bid) signed/stamped letter from COIDA as confirmation of good standing.	YES	NO
Bidder to submit as mandatory returnable document, attached to this Annexure		

PLEASE ATTACH EVIDENCE OF THE ABOVE TO THIS RETURNABLE

Signed

Date

Name

Position

Tenderer:

FOR THE PROVISION OF PHYSICAL GUARDING SECURITY SERVICES AT ALL TERMINALS (i.e. RICHARDS BAY (including KENDAL), DURBAN, PORT ELIZABETH (including LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA (HEREINAFTER REFERRED TO AS "THE SECURITY SERVICES") FOR TRANSNET SOC Ltd [Registration Number 1990/000900/30] OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE (3) YEARS

Security	Eligibility Criteria	Compulsory Returnable
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APPENDIX 4

Note to Bidder: Confirm the following mandatory criteria.

PSIRA Accreditation of at least Grade B for each Member, Director, Partner or Trustee of the Company		
Bidders to provide certified proof of PSIRA credentials for each Member, Director, Partner, Trustee of the Company.	YES	NO
Bidder to submit as mandatory returnable document, attached to this Annexure		

PLEASE ATTACH EVIDENCE OF THE ABOVE TO THIS RETURNABLE

Signed

Date

Name

Position

Tenderer:

TPT/2022/11/1992/16056/RFP

FOR THE PROVISION OF PHYSICAL GUARDING SECURITY SERVICES AT ALL TERMINALS (i.e. RICHARDS BAY (including KENDAL), DURBAN, PORT ELIZABETH (including LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA (HEREINAFTER REFERRED TO AS "THE SECURITY SERVICES") FOR TRANSNET SOC Ltd [Registration Number 1990/000900/30] OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE (3) YEARS

FOR THE PROVISION OF PHYSICAL GUARDING SECURITY SERVICES AT ALL TERMINALS (i.e. RICHARDS BAY (including KENDAL), DURBAN, PORT ELIZABETH (including LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA (HEREINAFTER REFERRED TO AS "THE SECURITY SERVICES") FOR TRANSNET SOC Ltd [Registration Number 1990/000900/30] OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE (3) YEARS

Security	Eligibility Criteria	Compulsory Returnable
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APPENDIX 5

Note to Bidder: Confirm the following mandatory criteria.

Letter of good standing from PSIRA		
Bidders to submit an original signed and /or certified letter on PSIRA letterhead.	YES	NO
Bidder to submit as mandatory returnable document, attached to this Annexure		

PLEASE ATTACH EVIDENCE OF THE ABOVE TO THIS RETURNABLE

Signed

Date

Name

Position

Tenderer:

FOR THE PROVISION OF PHYSICAL GUARDING SECURITY SERVICES AT ALL TERMINALS (i.e. RICHARDS BAY (including KENDAL), DURBAN, PORT ELIZABETH (including LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA (HEREINAFTER REFERRED TO AS "THE SECURITY SERVICES") FOR TRANSNET SOC Ltd [Registration Number 1990/000900/30] OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE (3) YEARS

Security	Eligibility Criteria	Compulsory Returnable
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APPENDIX 6

Note to Bidder: Confirm the following mandatory criteria.

ALL Security Guards must be registered with PSIRA		
Bidders to submit (provide) a sample of registration certificates for at least 5 guards currently in your employ. The certificates must be a certified copy of the original and issued by PSIRA and valid (expiry date later than the closing date of the bid).	YES	NO
Submit as a mandatory returnable document, attached to this Annexure		

PLEASE ATTACH EVIDENCE OF THE ABOVE TO THIS RETURNABLE

Signed

Date

Name

Position

Tenderer:

FOR THE PROVISION OF PHYSICAL GUARDING SECURITY SERVICES AT ALL TERMINALS (i.e. RICHARDS BAY (including KENDAL), DURBAN, PORT ELIZABETH (including LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA (HEREINAFTER REFERRED TO AS "THE SECURITY SERVICES") FOR TRANSNET SOC Ltd [Registration Number 1990/000900/30] OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE (3) YEARS

Security	Eligibility Criteria	Compulsory Returnable
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APPENDIX 7

Note to Bidder: Confirm the following mandatory criteria.

SAPS Criminal Clearance certificate of ALL Guards in your employ		
Bidders to provide a sample of clearance certificates for <u>at least 5 guards</u> in your employ. The extent of the clearance must be in line with the Schedule Table of Offences, of the Private Security Industry Regulation Act, 2001.	YES	NO
Clearance certificate may not be older than 6 months, calculated from the day of the closing of the bid.		
Submit as a mandatory returnable document, attached to this Annexure		

PLEASE ATTACH EVIDENCE OF THE ABOVE TO THIS RETURNABLE

Signed

Date

Name

Position

Tenderer:

FOR THE PROVISION OF PHYSICAL GUARDING SECURITY SERVICES AT ALL TERMINALS (i.e. RICHARDS BAY (including KENDAL), DURBAN, PORT ELIZABETH (including LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA (HEREINAFTER REFERRED TO AS "THE SECURITY SERVICES") FOR TRANSNET SOC Ltd [Registration Number 1990/000900/30] OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE (3) YEARS

Security	Eligibility Criteria	Compulsory Returnable
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APPENDIX 8

Note to Bidder: Confirm the following mandatory criteria.

SASSETA training and/or training provided by a PSIRA accredited training service provider		
Bidder to provide a sample of training certificates for at least 5 guards currently in your employ. The certificates must confirm SASSETA training and/or training provided by a PSIRA accredited training service provider.	YES	NO
Submit as a mandatory returnable document, attached to this Annexure		

PLEASE ATTACH EVIDENCE OF THE ABOVE TO THIS RETURNABLE

Signed

Date

Name

Position

Tenderer:

FOR THE PROVISION OF PHYSICAL GUARDING SECURITY SERVICES AT ALL TERMINALS (i.e. RICHARDS BAY (including KENDAL), DURBAN, PORT ELIZABETH (including LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA (HEREINAFTER REFERRED TO AS "THE SECURITY SERVICES") FOR TRANSNET SOC Ltd [Registration Number 1990/000900/30] OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE (3) YEARS

Security	Eligibility Criteria	Compulsory Returnable
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APPENDIX 9

Note to Bidder: Confirm the following mandatory criteria.

SAPS Criminal Clearance certificate of Company Directors and/or Members not older than six (6) months		
Bidder to provide a police clearance certificate for all Company Directors and/or Members. The extent of the clearance must be in line with the Schedule Table of Offences, of the Private Security Industry Regulation Act, 2001.	YES	NO
Clearance certificate may not be older than 6 months, calculated from the day of the closing of the bid.		
Submit as a mandatory returnable document, attached to this Annexure		

PLEASE ATTACH EVIDENCE OF THE ABOVE TO THIS RETURNABLE

Signed

Date

Name

Position

Tenderer:

FOR THE PROVISION OF PHYSICAL GUARDING SECURITY SERVICES AT ALL TERMINALS (i.e. RICHARDS BAY (including KENDAL), DURBAN, PORT ELIZABETH (including LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA (HEREINAFTER REFERRED TO AS "THE SECURITY SERVICES") FOR TRANSNET SOC Ltd [Registration Number 1990/000900/30] OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE (3) YEARS

Security	Objective Criteria	Compulsory Returnable
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APPENDIX 10

Note to Bidder: Confirm the following mandatory criteria.

PROXIMITY TO PORT TERMINALS TENDERED FOR			
PORT TERMINAL	Physical Address of Control Room and Offices that will service the specific Port tendered for.	Landline number	Objective qualifying distances / proximity to Terminals tendered for ("km")
Port of Richards Bay			50 km
Kendal Inland Terminal			50 km
Port of Durban			50 km
Port of Ngqura			50 km
Port of Port Elizabeth			50 km
Lohatla Inland Terminal			150km
Port of East London			50km
Port of Cape Town			50 km
Port of Saldanha			150 km

Provide proof of

- (1) Lease agreement or ownership of office/control room in area of the Terminal/s tendered for and;
- (2) Five (5) pictures, including but not limited to, i) the outside facade of the offices showing company branding, ii) the control room showing the equipment, iii) communication system with 2-way radio (pictures to be date stamped and not older than 6 months calculated for the closing date of the bid)

Failure to submit such proof will result in disqualification

NB:

Signed

Date

Name

Position

Tenderer:

FOR THE PROVISION OF PHYSICAL GUARDING SECURITY SERVICES AT ALL TERMINALS (i.e. RICHARDS BAY (including KENDAL), DURBAN, PORT ELIZABETH (including LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA (HEREINAFTER REFERRED TO AS "THE SECURITY SERVICES") FOR TRANSNET SOC Ltd [Registration Number 1990/000900/30] OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE (3) YEARS

Security	Eligibility Criteria	Compulsory Returnable
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APPENDIX 11

Note to Bidder: Confirm the following mandatory criteria.

COMPLIANCE TO SCOPE OF WORK
By signing this Compulsory Returnable document, the bidder confirms that they will comply fully with the Scope of Work attached to the RFP as Annexure A

Signed

Date

Name

Position

Tenderer:

FOR THE PROVISION OF PHYSICAL GUARDING SECURITY SERVICES AT ALL TERMINALS (i.e. RICHARDS BAY (including KENDAL), DURBAN, PORT ELIZABETH (including LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA (HEREINAFTER REFERRED TO AS "THE SECURITY SERVICES") FOR TRANSNET SOC Ltd [Registration Number 1990/000900/30] OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE (3) YEARS

Security	Technical Evaluation – Phase 1	Compulsory Returnable
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APPENDIX 12

Note to Bidder: Supply the following mandatory documents.

ORGANIZATIONAL STRUCTURE AND CAPACITY
--

1. Company Profile and management structure of Company/ Organogram (National and Regional [if relevant])
2. Letter of confirmation from PSIRA for the total number of employees in your employ
3. Current number of active contracts for the security services required by TPT (a company letter with a list of Clients with active physical guarding contracts will suffice)
4. Total number of vehicle owned/leased by the Company (copies of Registration certificates of vehicles – **not more than 5 copies**)
5. Total number of supervisors – two(2) with Grade A and two(2) with Grade B PSIRA registration (**not more than three (3) Grade A and three (3) Grade B certificates**)

PLEASE ATTACH EVIDENCE OF THE ABOVE TO THIS RETURNABLE

Signed

Date

Name

Position

Tenderer:

FOR THE PROVISION OF PHYSICAL GUARDING SECURITY SERVICES AT ALL TERMINALS (i.e. RICHARDS BAY (including KENDAL), DURBAN, PORT ELIZABETH (including LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA (HEREINAFTER REFERRED TO AS "THE SECURITY SERVICES") FOR TRANSNET SOC Ltd [Registration Number 1990/000900/30] OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE (3) YEARS

Security	Technical Evaluation – Phase 1	Compulsory Returnable
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APPENDIX 13

Note to Bidder: Supply the following mandatory documents.

UNIFORM AND SAFETY EQUIPMENT
1. Picture of uniformed Security Officers (male and female) with reflective vest in Combat Dress 2. Picture of uniformed Security Officers (male and female) in corporate dress 3. Details of Current Uniform Supplier(s) (provide copy of purchase order/Invoice)

PLEASE ATTACH EVIDENCE OF THE ABOVE TO THIS RETURNABLE

Signed

Date

Name

Position

Tenderer:

FOR THE PROVISION OF PHYSICAL GUARDING SECURITY SERVICES AT ALL TERMINALS (i.e. RICHARDS BAY (including KENDAL), DURBAN, PORT ELIZABETH (including LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA (HEREINAFTER REFERRED TO AS "THE SECURITY SERVICES") FOR TRANSNET SOC Ltd [Registration Number 1990/000900/30] OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE (3) YEARS

Security	Technical Evaluation – Phase 1	Compulsory Returnable
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APPENDIX 14

Note to Bidder: Supply the following mandatory documents.

BASIC CONDITIONS OF EMPLOYMENT ACT (BCEA) – SECTORIAL DETERMINATION
1. Company policies (which contain listed below) a. Sick leave b. Annual Leave c. Family Responsibility Leave d. Maternity Leave e. Study Leave 2. Unemployment Insurance Fund (UIF) – latest proof of payment 3. Provident Fund – latest proof of payment

PLEASE ATTACH EVIDENCE OF THE ABOVE TO THIS RETURNABLE

Signed

Date

Name

Position

Tenderer:

FOR THE PROVISION OF PHYSICAL GUARDING SECURITY SERVICES AT ALL TERMINALS (i.e. RICHARDS BAY (including KENDAL), DURBAN, PORT ELIZABETH (including LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA (HEREINAFTER REFERRED TO AS "THE SECURITY SERVICES") FOR TRANSNET SOC Ltd [Registration Number 1990/000900/30] OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE (3) YEARS

Security	Technical Evaluation – Phase 1	Compulsory Returnable
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APPENDIX 15

Note to Bidder: Supply the following mandatory documents.

HUMAN RESOURCES POLICIES AND PROCEDURES
1. Employment contracts - 3 contracts (one each for Grade A, B and C) 2. Pay slips of three (3) employees above (not older than 3 months) indicating: a. Normal working hours b. Overtime c. Sunday Time d. Public Holiday Time e. Statutory deductions f. No unlawful deductions (to be determined by evaluation panel) 3. Time and attendance register (print out of electronic register also acceptable)

PLEASE ATTACH EVIDENCE OF THE ABOVE TO THIS RETURNABLE

Signed

Date

Name

Position

Tenderer:

FOR THE PROVISION OF PHYSICAL GUARDING SECURITY SERVICES AT ALL TERMINALS (i.e. RICHARDS BAY (including KENDAL), DURBAN, PORT ELIZABETH (including LOHATLA), NGQURA, EAST LONDON, CAPE TOWN, AND SALDANHA (HEREINAFTER REFERRED TO AS "THE SECURITY SERVICES") FOR TRANSNET SOC Ltd [Registration Number 1990/000900/30] OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") FOR A PERIOD OF THREE (3) YEARS

Security	Technical Evaluation – Phase 1	Compulsory Returnable
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APPENDIX 16

Note to Bidder: Supply the following mandatory documents.

HEALTH AND SAFETY
1. OHS Act Training: a. Training Plan b. Training Register 2. Appointed Health and Safety Representatives

PLEASE ATTACH EVIDENCE OF THE ABOVE TO THIS RETURNABLE

Signed

Date

Name

Position

Tenderer:

SUB CONTRACT

BETWEEN

..... (**"THE MAIN CONTRACTOR"**)

A company registered in terms of the Companies Act 58 of 2008 , with registration number, with its registered address at, herein represented by (full names and ID number of company representative) in his/her capacity as CEO / General Manager / Director, who is duly authorized.

AND

..... (**"THE SUBCONTRACTOR"**)

A company registered in terms of the Companies Act 58 of 2008 , with registration number, with its registered address at, herein represented by (full names and ID number of company representative) in his/her capacity as CEO / General Manager / Director, who is duly authorized.

1. PREAMBLE

- 1.1 The Transnet Port Terminals (TPT) has entered into a Main Master Agreement with for the Provision of Physical Security Services for a period of three (3) years effective.....and terminating on.....
- 1.2 A condition of the Master Agreement is that 30%/20%/40% of the value of the Services contracted for in terms of such Master Agreement be sub-contracted to a Small to Medium Enterprise ("SME") to undertake a portion of the Services which shall include (where applicable) training and development costs of the SME, set up costs and any loans, which shall be in terms of the Scope attached hereto as **Annexure "A."**
- 1.3 A due diligence has been performed and it has been determined that the Subcontractor has the necessary skills and expertise to carry out the portion of the work described herein and is registered on the National Treasury Central Service Provider Database and is in compliance with the requirements thereof.
- 1.4 It is understood that this subcontract is to be approved by TPT Legal Department in writing prior to sign-off between the Parties and is at all times made subject to the Main Agreement between Transnet Port Terminals
- 1.5 The Parties now therefore wish to enter into this Subcontract in order that the roles and responsibilities of the Parties can be clearly defined.

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

2. DEFINITIONS

In this Agreement unless the context indicates the contrary:

- 2.1. 'Agreement' means the contractual arrangements between the Parties specified herein together with any Annexes and/or Schedules hereto.
- 2.2. 'Business Day' means any day other than: a Saturday, Sunday, or official public holiday in South Africa
- 2.3. 'Commencement Date' means notwithstanding the date of signature hereof.
- 2.4. 'Confidential Information' means all generated, including but not limited to intellectual property, design of software systems, patient data, all information in databases, any and all information disclosed by the disclosing party to the recipient party of a technical or scientific nature identified as confidential, or by the very nature of the information is implied to be of a confidential nature or any information relating to the business or affairs of the Parties.
- 2.5. 'Equipment' means the Deliverables in terms of the Master Agreement, in terms of the machinery that is to be provided by the Main Contractor as per Annexure A of the Master Agreement
- 2.6. 'Parties' means the Main Contractor and the Subcontractor and Party means either one of them
- 2.7. Transnet Port Terminals means the Party who has entered into the Master Agreement with the Main Contractor
- 2.8. 'Term' means the period of Subcontract which commences on Provision of Physical Security Services for a period of three (3) years from the Commencement Date.
- 2.9. 'Services information' means information which either specifies and describes the subcontract works or states any constraints on how the value of the subcontract is to be made up in terms providing services, training and development, office costs or start-up costs in relation to the Services.
- 2.10. 'Strike' means any partial or complete refusal to perform work including overtime work, or the retardation or obstruction of such work, by

employees of the Subcontractor engaged, directly or indirectly, in connection with the Subcontracted Services, whether or not such refusal, retardation or obstruction constitutes a strike for the purposes of the Labour Relation Act

- 2.11. Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- 2.12. The headings do not govern or affect the interpretation of this Agreement.
- 2.13. If any provision in a definition confers rights, or imposes obligations on any Party, effect is given to it as a substantive provision of this Agreement.
- 2.14. Unless the context indicates otherwise an expression which denotes any gender includes all the others; reference to a natural person includes a juristic person; the singular includes the plural, and the plural includes the singular.
- 2.15. Any number of days prescribed in this Agreement excludes the first day and includes the last day;.
- 2.16. Unless the context indicates otherwise if the day for payment of any amount or performance of any obligation falls on a day which is not a Business Day, that day will be the next Business Day.
- 2.17. The words "including" and "in particular" are without limitation.
- 2.18. The termination of this Agreement does not affect those of its provisions which expressly provide that they will operate after termination, or which must continue to have effect after termination, or which must by implication continue to have effect after termination.
- 2.19. Schedules
- 2.20. (1) The Schedules will upon being signed by the Parties, be attached to and form part of and are fully incorporated into this Agreement:
- 2.21. (a) Schedule 1: Master Agreement between TPT and regarding ICLM HQ 686/TPT inclusive of all annexures thereto
- 2.22. Where any term or condition of any Schedule (excluding the Master Agreement) conflicts with a term or condition of this Agreement, then the relevant term or condition in this Agreement will prevail unless the Master Agreement states otherwise, in which case the terms of the Master Agreement will apply.

3. COMMENCEMENT AND DURATION

- 3.1. This Agreement shall only become effective on the date of signature of this Agreement and shall continue for the Term, and for the avoidance of doubt shall terminate on (must correspond to the Master Agreement) unless terminated earlier in accordance with the terms of this Agreement.
- 3.2. This Agreement is conditional upon the Master Agreement remaining in full force and effect. Accordingly should the Master Agreement terminate for any reason whatsoever this Subcontracting Agreement will terminate contemporaneously as the subcontract cannot continue without the Master Agreement being in full force and effect.
- 3.3. This Agreement may also be extended by the mutual agreements of the Parties for a mutually agreed term to cover the funding and collaboration necessary to complete the Project, which extension shall be subject to the approval by Transnet Port Terminals.

4. GENERAL OBLIGATIONS/ CONDITIONS

- 4.1. The Main Contractor and the Subcontractor shall act fulfill their obligations in terms of this subcontract in a spirit of mutual trust, co-operation and the utmost good faith.
- 4.2. Where appropriate or applicable the Main Contractor will provide skills development opportunities to the Subcontractee during the course of the contractual term.
- 4.3. Notwithstanding any provision contained in this Agreement, the Subcontractor shall not for any purpose be deemed to be employees or agents of the Main Contractor.
- 4.4. The Subcontractor warrants that the part or portion of the Services that will be provided by the Subcontractor are of a sufficiently high standard and quality:
 - (1) to enable the Main Contractor to achieve and improve upon its set productivity rates and service quality; and
- 4.5. (2) so as not to prejudice in any way the Main Contractor's obligations to Transnet under the Master Agreement.

4.6. The Main Contractor must ensure that the Subcontractor is enabled to ultimately earn a portion of the revenue from the Main Contractor's contract with Transnet.

4.7. The Subcontractor shall not under any circumstances sub-contract any portion of the Subcontracted Services to another party.

4.8. Early Warning

4.8.1. The Main Contractor shall be entitled to serve an early warning notice on the Subcontractor notifying the Subcontractor as soon as it becomes aware of any matter which could:

a) increase the total of the prices, delay completion, delay meeting a key date/s, impair the performance of the Services.

4.8.2. The Subcontractor may in turn serve on the Main Contractor an early warning by notifying the Main Contractor of any matter which could increase its total cost.

4.9. The Subcontractor shall notify the Main Contractor as soon as it considers that the Subcontract Services requires it to do anything which is illegal or impossible. The Main Contractor shall provide the Subcontractor with an alternative instruction to change the Subcontract Services Information appropriately, to ensure that there is no illegality or impossibility in terms of performance of it's obligations.

5. ROLE AND OBLIGATIONS OF THE MAIN CONTRACTOR

4.1 The Main Contractor shall ensure that it manages the Subcontractor to ensure delivery of the Subcontracted Services so as not to compromise acceptance of a communication from the Subcontractor or of his work does not change the Subcontractor's responsibility to provide the work.

4.2 The Main Contractor, shall ensure that the Subcontractor commences the Services in every respect from commencement of the subcontract and shall afford the Subcontractor such assistance as may be reasonably necessary to perform its part or portion of the Subcontracted Services

4.3. The Main Contractor shall ensure that the Subcontractor has the necessary Equipment to perform the Services, failing which the Main Contractor shall be entitled to terminate this Agreement and appoint an alternative Subcontractor.

- 4.4. The Main Contractor shall make payment to the Subcontractor for Services in accordance with the rates specified in Annexure A hereto.
- 4.5. The Main Contractor shall notify the Subcontractor of any dissatisfaction on its part relating to any invoice or monthly statement from the Subcontractor, within 7 (seven) days after the date of receipt of the invoice stating clearly the area of dissatisfaction, failing which the invoice will be taken to be undisputed. In the event the dissatisfaction is raised timeously, the Main Contractor shall not be obliged to pay any amount due in terms of any disputed invoice until its dissatisfaction has been resolved to its satisfaction in its sole discretion.
- 4.6. The Main Contractor reserves the right to withhold payment until discrepancies or claims raised by the Main Contractor have been addressed and/or resolved by the Subcontractor.
- 4.7. The Main Contractor also reserves the right to set off any monies owing by the Subcontractor to the Main Contractor, against any payment due to the Main Contractor to the Subcontractor
- 4.5. Payment shall be made within 30 (thirty) days from the date of receipt of a valid and undisputed invoice.
- 4.6. It is to be noted that the total value of this Subcontract is for 25% only of the value of the Master Agreement between in the event that the total funds of the Services in terms of the Master Agreement are exhausted prior to the contractual term coming to an end, this Subcontract shall terminate commensurately with the Master Agreement.

5. Liability of the Subcontractor

- 5.1. To the extent that the Main Contractor incurs any liability to Transnet or any other party resulting from the performance by the Subcontractor of any of its obligations, the Subcontracting Services, or the

performance of any aspect this Agreement, the Physical Security Services undertakes to Indemnify BPO.

11.2 Notwithstanding the provisions of Clause 11.1 and Clause 17, or as may elsewhere be set

out in this Agreement, the liability of the Physical Security Services to BPO shall be determined as follows:

(1) the Physical Security Services shall be liable to BPO for any loss or damage of any nature

whatsoever, and for the death of or the injury to any person, if such loss, damage,

death or injury is attributable to an act or omission or the negligence of the

Physical Security Services, its servants, employees, permitted agents or permitted sub-contractors,

or any person for whom the Physical Security Services is vicariously liable; and

(2) the Physical Security Services shall not be liable to BPO for any consequential losses, special

damages, demurrage or loss of profits, except where such damage, losses,

demurrage and loss of profits arise out of the gross negligence, fraud or any other

illegal act or illegal omission on the part of the Physical Security Services, or any person for whom it

is vicariously liable, or arises from a claim made against BPO by a third party as a

consequence of any intentional act or delict committed by the Physical Security Services, or any

person for whom it is vicariously liable, against such third party, for which BPO is

entitled to claim a full indemnification from the Physical Security Services.

12 Liability of the Physical Security Services for insurances

12.1 Without in any way limiting the provisions of the Insurance and Liability Agreement, the

Physical Security Services must, by no later than 31 August 2018, obtain and thereafter maintain the

following Physical Security Services's liability insurance agreements with an insurer approved of in writing by

BPO in respect of:

(1) Third party claims up to Five Million US Dollars (US\$ 5 000 000) in respect of one

incident or a series of incidents arising from the same cause; and

(2) All claims up to extent of the potential liability of the Physical Security Services as is stipulated in

Clause 11.2; and

(3) Liability for all negligent acts and omissions of itself and its permitted agents and

permitted sub-contractors, together with the death or injury of any person, loss or

damage of goods to property in the amounts that are stipulated in Insurance and

Liability Agreement.

12.2 Each month the Physical Security Services must provide BPO with proof in writing acceptable to BPO of the

existence of such insurance agreements and the payment by the Physical Security Services of all the

premiums applicable thereto.

12.3 All insurance agreements referred to in this Clause 12 shall expressly provide that they shall

not be capable of being cancelled for any reason, including non-payment of premiums,

unless BPO is first given thirty 35 days' Notice by each insurer of the contemplated

cancellation of any such insurance agreements.

12.4 In obtaining such insurance agreements, the Physical Security Services must take all necessary steps to

ensure that all the interests of both BPO and TPT in the risks covered under those insurance

agreements are specifically noted with the insurers and shall provide BPO with written proof

thereof acceptable to BPO prior to the Commencement Date.

12.5 Upon written request by BPO and/or TPT, the Physical Security Services must permit BPO and/or TPT to

claim directly from the insurers of the insurance agreements. I

6. ROLE AND OBLIGATIONS OF THE SUBCONTRACTOR

- 5.1 The Subcontractor provides the Subcontract Works in accordance with the Subcontract Works Information.
- 5.2 The Subcontractor either employs each key person named to do the work or employs a replacement person who has been accepted by the Main Contractor. The Subcontractor submits the name, relevant qualifications and experience of a proposed replacement person to the Contractor for acceptance. A reason for not accepting the person is that his relevant qualifications and experience are not as good as those of the person who is to be replaced.
- 5.3 The Main Contractor may, having stated his reasons, instruct the Subcontractor to remove and employee. The Subcontractor then arranges that, after one day, the employee has no further connection with the work included in this subcontract.
- 5.4 The Subcontractor co-operates with others in obtaining and providing information which they need in connection with the Subcontract works. He/ she co-operates with others and shares the Working Areas with them as stated in the Subcontract Works Information.
- 5.5 If the Subcontractor subsubcontracts work, he is responsible for providing the works as if he had not subsubcontracted.
- 5.5 Any cost incurred by the main contractor as a result of the Subcontractor not providing the services and other things he is to provide is assessed by the main contractor and paid by the Subcontractor.
- 5.6 If the Main contractor decides that the work does not meet the conditions stated and, as a result, the main contractor incurs additional costs either in carrying out work or by paying an additional amount to others in carrying out work, the additional cost which the main contractor has paid or will incur is paid by the Subcontractor. The Main Contractor's right to recover the additional cost is his only right in these circumstances.
- 5.7 The Subcontractor obeys an instruction which is in accordance with this subcontract and is given to him by the Main contractor

7. INSURANCE

8. INDEMNITY

- 8.1. The Main Contractor indemnifies the Subcontractor against claims, proceedings, compensation and costs payable which are the unavoidable result of the subcontract works or of providing the Works or which arise from: fault, negligence, breach of statutory duty, infringement of an intellectual property, or interference with a legal right by the Main Contractor or by a person employed by or contracted to the Main Contractor except the Subcontractor.
- 8.2. The Subcontractor indemnifies the Main Contractor against other losses and claims in respect of death of or injury to a person, and loss of and damage to property (other than the subcontract works) and claims, proceedings, compensation and costs payable arising from or in connection with the Subcontractor's providing the work.
- 8.3. The liability of one party to indemnify the other is reduced to the extent that events which are the other party's responsibility contributed to the losses, claims, proceedings, compensation and costs.

9. LIMITATION OF LIABILITY

- 9.1. For any one event, the liability of the Subcontractor to the Main Contractor for loss of or damage to the Main Contractor's property is limited to the amount stated in the Subcontract Data.
- 9.2. The Subcontractor is not liable to the Main Contractor for the Main Contractor's indirect or consequential loss except as provided for in the conditions of subcontract.
- 9.3. Exclusion or limitation of liability applies in contract, delict and to the maximum extent permitted in law.

10. COMPLIANCE WITH LEGISLATION

- 10.1. This agreement will comply with the terms and provisions of the Companies Act, The Income Tax Act, the VAT Act, and the Non-Profit Organisations Act and their respective Regulations as amended from time to time.
- 10.2. All financial statements and reports which the Subcontractor provides to TPT in terms of this Agreement shall comply with the minimum

requirements of the Companies Act, Generally Accepted Accounting Practices and International Accounting Standards, and shall be in a manner and form provided by TPT.

- 10.3.** The Subcontractor shall be responsible for complying with the provisions of any legislation that may be applicable to the conduct of scientific human subjects research, including but not limited to the Occupational Health and Safety Act, the Health Act, the Labor Relations Act, and the Income Tax Act.

11. PAYMENT

10.1 The Subcontractor assesses the amount due and, by each assessment day, applies to the Main Contractor for payment.

10.2. The amount due is the price for work done to date, plus other amounts to be paid to the Subcontractor (including any tax which the law requires the Main Contractor to pay to the Subcontractor), and less amounts to be paid by or retained from the Subcontractor.

10.3 The Main Contractor corrects any wrongly assessed amount due and notifies the Subcontractor of the correction before paying the Subcontractor.

10.4 The Subcontractor pays delay damages for each day from the completion date until completion.

12. INTELLECTUAL PROPERTY

12.1. The Subcontractor in terms of this agreement shall ensure that any and all third parties wishing to make use of the results and/or data from the Project for secondary use purposes are made aware of the provisions of this Agreement, subject to the same level of confidentiality and in accordance with guidelines by the Centers for Disease Control and Prevention.

12.2. Without limitation to the foregoing it is specifically recited herein that any other intellectual property that does not emanate from the subcontract work that may be created/developed shall be owned jointly by the Parties and that the Main Contractor shall have joint rights with the Subcontractor to exploit that intellectual property.

12.3. The Subcontractor shall promptly report any new intellectual property to the Main Contractor.

12.4. The Subcontractor agrees to professionally and diligently protect the intellectual property that is created/developed through this Agreement, as if it were protecting its own interests, and specifically inform the Main

Contractor if it becomes aware or suspects that a third party has infringed or intends to infringe any threats to the confidentiality or use of intellectual property, which shall include the study databases.

- 12.5.** In the event of the Subcontractor exploiting any intellectual property developed in accordance with the provisions of clause 13.3 above any income received from such exploitation shall be shared equally between the Parties after all costs incurred in the protection and exploitation of such intellectual property have been deducted.
- 12.6.** The decision as to whether the Main Contractor will formally protect and/or commercialise/exploit any intellectual property emanating from the Project shall be in the sole discretion of the Main Contractor. The same discretion will apply mutatis mutandis to an AHR decision to formally protect and/or commercialise any intellectual property emanating from the Project.

13. CONFIDENTIALITY

- 13.1.** Each Party undertakes in favour of the other that it will treat all Confidential Information generated from the Project as confidential and will not disclose such information to any person, legal entity, or the media and will not use such information other than for the purposes of this Agreement, subject to any prior specific written consent by the other Party to make such use of Confidential Information.
- 13.2.** For the avoidance of doubt the Subcontractor agrees to keep all documentation relating to the Contact Investigation Study data confidential, including all patient data in any format and all information in databases confidential and undertakes not to disclose such information to any third party without the prior written consent of TPT.
- 13.3.** The Subcontractor shall ensure that the sites are made aware of the additional confidentiality provisions of this Agreement and that those personnel at the sites agree to abide with the provisions contained in this clause.
- 13.4.** The Subcontractor shall promptly notify TPT in the event that it becomes aware or suspects that one of the abovementioned sites is in breach of any of the provisions of this clause.
- 13.5.** The provisions of this clause shall not apply to information identified as Confidential Information in terms hereof which:
 - 13.5.1. Is in the public domain other than by default of any of the Parties hereto;
 - 13.5.2. Is obtained from a *bona fide* third party having a right to disseminate such information;

- 13.5.3. Is or had already been independently generated by the recipient party;
 - 13.5.4. Is required to be disclosed by law or a valid order of a court competent jurisdiction, in which event the disclosing party shall use its reasonable endeavours to seek confidential treatment of such information.
- 13.6. The obligations contained in this clause shall ensure beyond the termination or expiration of this Agreement without limit in time except and until any Confidential Information enters the public domain otherwise than through breach of this Agreement.

14. PUBLICATION, PRESS RELEASES AND MARKETING

- 14.1.** In light of clause 17.2 the Subcontractor shall furnish TPT with copies of all proposed public disclosure whether these include publication in journals, academic material, posters or media releases, at least thirty (30) days in advance of any presentation, publication, or any other form of public release. If TPT does not object in writing to such disclosure within the 30 days of receipt, the Subcontractor shall be free to proceed. In the event that an objection is made by TPT the Subcontractor shall amend the proposed publication accordingly. Failing this clauses 23 (mediation) and 24 (arbitration) shall apply.
- 14.2.** In the event that the Parties agree that certain information surrounding the Project be published or publicly disclosed in any manner, each Party shall acknowledge the other Party's contribution in any public event, marketing campaign, or public disclosure in whatever form.
- 14.3.** The Sub-contractor shall not be entitled to make use of the name and logo of TPT without the prior written consent of TPT in any promotional material published, and the purpose for such campaign is made known to the TPT.

15. TERMINATION

- 15.1. If either Party ("the Defaulting Party") commits a breach of this Agreement and/or fails to comply with any of the provisions herein, the other Party ("the Aggrieved Party") shall be entitled to give the Defaulting Party twenty one (21) days notice in writing to remedy such breach and/or failure. If the Defaulting Party fails to comply with such notice, the Aggrieved Party shall forthwith be entitled but not obliged

without prejudice to any other rights or remedies which the Aggrieved Party may have in law including the right to claim the following damages:

- 15.1.1. Terminate this Agreement; or
 - 15.1.2. To claim specific performance and/or payment of all the Defaulting Party's obligations in terms herein.
- 14.2 If either party wishes to terminate the Subcontractor's obligation to provide the works, he notifies the other party giving details of his reason for termination. The TPT issues a termination certificate promptly if the reason complies with this subcontract. After a termination certificate has been issued, the Subcontractor does no further work necessary to provide the works.
- 14.3 Either party may terminate if the other party has become insolvent or its equivalent.
- 14.4 TPT may terminate if TPT has notified the Subcontractor that the Subcontractor has defaulted in one of the following ways and the Subcontractor has not stopped defaulting within two weeks of the notification:
- 14.4.1 Substantially failed to comply with this subcontract
 - 14.4.2 Substantially hindered the Main contractor
 - 14.4.3 Substantially broken a health or safety regulation
- The Main Contractor may terminate for any other reason
- 14.5 The Subcontractor may terminate if:
- 14.5.1 The Main Contractor has not paid an amount due under the contract.
 - 14.5.2 The Main Contractor has instructed the Subcontractor to stop or not to start any substantial work or all work for a reason which is not the Subcontractor's fault and an instruction allowing the work to re-start or start has not been given within eight (8) weeks.
- 14.6 The Main Contractor may terminate if an event which the parties could not reasonably prevent has substantially affected the Subcontractor's work for a continuous period of more than thirteen weeks.
- 15.2. The Agreement may be immediately terminable if:
- 15.2.1. Either Party is other than for the purposes of reconstruction or amalgamation placed under voluntary or compulsory liquidation or under judicial management or under receivership or under the equivalent of any of the foregoing; or
 - 15.2.2. Either party has a final and unappealable judgement against the other Party and that judgement remains unsatisfied for a period of

- fourteen (14) days or more after it comes to the notice of the management of the other Party; or
- 15.2.3. Either Party makes an arrangement or compromise with its creditors generally or ceases or threatens to cease to carry on business.
- 15.3. Termination of this Agreement by a Party for any reason shall not affect the rights and obligations of the other Party accrued prior to the date of termination of this Agreement.
- 15.4. TPT and the Subcontractor may terminate this Agreement at any time by mutual written agreement.

16. CONSEQUENCES OF TERMINATION

- 16.1. In the event of termination by either MRC or the AHR:
- 15.1.1 TPT shall immediately cease making any further payments to the Subcontractor; and
- 15.1.2 All TPT funding forwarded to the Subcontractor under the and not expended or committed by the Subcontractor at the date of termination shall be immediately returned to TPT.

16 FORCE MAJUERE

- 16.1 A Party shall not be liable for a failure to perform any of its obligations in terms of this Agreement insofar as it is able to prove that such a failure was due to an impediment beyond its reasonable control and for the purposes of this clause, the following events (which enumeration shall not be exhaustive) shall be deemed to be impediments beyond the control of each of the Parties, namely:
- 16.1.1** War, whether declared or not, civil war, civil violence, riots and revolutions, acts of piracy, acts of sabotage; or
- 16.1.2** Natural disasters such as violent storms, cyclones, earthquakes, floods, and destruction by lightning; or
- 16.1.3** Explosions, fires and destruction of plant, equipment, machinery and machines and any kind of installations; or
- 16.1.4** Acts of authority, whether lawful or unlawful, apart from acts for which the Party seeking relief has assumed the risk; or
- 16.1.5** Boycotts, strikes and lock-outs of all kinds, go-slows, occupation of a Party's premises or work stoppages.
- 16.2 Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date upon which the Party seeking relief gives notice of the impediment relied upon and shall terminate

on the date upon which such impediment ceases to exist, provided that if that cause has not ceased to operate within six (6) months from when it arose, this Agreement may be terminated by either Party.

17 DOMICILIA AND NOTICES

17.1 The Parties hereby choose *domicilium citandi et executandi* for all purposes in terms as follows:

MAIN CONTRACTOR:

SUB-CONTRACTOR:

17.2 A Party shall be entitled to change its *domicilium citandi et executandi* by giving written notice to the other, provided that no such change shall take effect until receipt and confirmation by such Party of such notice.

17.3 All notices to be given by the Parties to each other shall be given to the aforesaid addresses either by delivery or by posting via prepaid registered mail. In the event of such posting, unless the contrary is proved by the addressee, the notice shall be deemed to have been received by the addressee on the tenth day after such posting.

17.4 Where in terms of this Agreement any communication or notice is required to be in writing. The term "writing" shall include communications by facsimile or e-mail. Communications by facsimile or e-mail shall, unless the contrary is proved by the addressee, be deemed to have been received, one (1) hour after the time of the transmission thereof. In the case of e-mail, once the communication has entered the computer of the addressee.

18 DISPUTE RESOLUTION

18.1 All disputes arising out of or relating to this Agreement which cannot be resolved by direct negotiations between the Parties may be referred to mediation by an independent mediator at the request of any Party. If the Parties agree to mediation, the mediator shall be chosen by

agreement between the Parties, failing which, the mediator shall be nominated by the Arbitration Foundation of South Africa (AFSA).

- 18.2 If the mediation procedure is not successful in resolving the dispute(s) within a period of thirty (30) days after submissions have been made to the mediator, the mediation shall terminate and the Parties shall refer the matter to arbitration as provided for in clause 24 hereunder.
- 18.3 The mediation shall be administered in accordance with the rules and procedures of AFSA upon such terms agreed between the Parties and secretariat of AFSA.
- 18.4 The costs of mediation shall be borne equally by the Parties and shall be held in Durban.

19 ARBITRATION

- 19.1 If any Party does not wish to refer a dispute arising out of or relating to this Agreement to mediation, or such a dispute is referred to mediation and the mediator is unable to settle the dispute between the Parties, any Party may, by written notice to the other with thirty (30) days of the date of declaring a dispute or unsuccessful conclusion of the mediation, require that the dispute shall be referred to arbitration. The arbitration shall be by a single arbitrator agreed upon by the Parties or failing such agreement, nominated by the Secretariat of AFSA. The arbitration shall be conducted in accordance with the rules of AFSA.
- 19.2 The decision of the arbitrator shall be final and binding on the Parties, and may at the request of any Party be made an Order of any competent Court, and the Parties hereby agree to submit themselves to the jurisdiction of such Court.
- 19.3 The costs of the arbitration shall be borne equally by the Parties, and shall be held in Durban.

20 GENERAL

- 20.1 No alteration, cancellation, variation, or addition to this Agreement shall be of any force or effect unless reduced to writing as an addendum to this Agreement and signed by the Parties or their duly authorized representatives.
- 20.2 This document (including Annexes) contains the entire Agreement between the Parties, and the Parties shall not be bound by any undertaking, representation or warranty not recorded herein or added hereto otherwise than as provided herein.

- 20.3 No extension of time or indulgence granted by either Party to the other shall be deemed in any way to affect, prejudice, or derogate from the rights of such Party in any respect under this Agreement, nor shall it in any way be regarded as a waiver of any rights hereunder, or a notation of this Agreement.
- 20.4 The headings appearing in this Agreement have been used for reference purposes only and shall not affect the interpretation of this Agreement.
- 20.5 If any clause or term of this Agreement should be invalid, unenforceable or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable there from and the Agreement shall continue in full force and effect.
- 20.6 The Parties respectively shall cause all resolutions to be passed and undertake to sign all such other documents and do such other things as shall be necessary or requisite to give proper and due effect to the terms of this Agreement, or any matter arising there from, according to its intent and purpose.
- 20.7 No partnership or principal/agent relationship is deemed to be constituted between the Parties by reason of this Agreement.
- 20.8 Neither this Agreement nor any rights or obligations of any Party hereunder shall be assigned, ceded or otherwise transferred by any Party without the prior written consent of the other Party.
- 20.9 This Agreement shall be construed and governed in accordance with the laws of the Republic of South Africa and shall in all respects be interpreted in terms of such laws.

THUS DONE SIGNED AND AGREED

Signed at _____ on this _____ day of _____ 2023

For the Main Contractor Title

Capacity

Witness Witness

Signed at _____ on this _____ day of _____ 2023

For the SubContractor

Title

Capacity

Witness

Witness

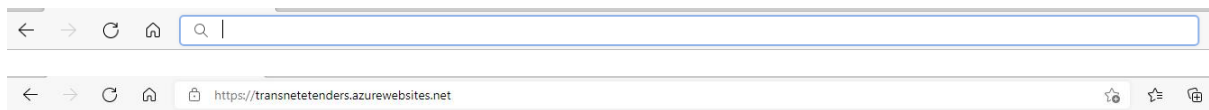
Approved by: Transnet Port Terminals

Name:

Capacity:

Who is duly authorised

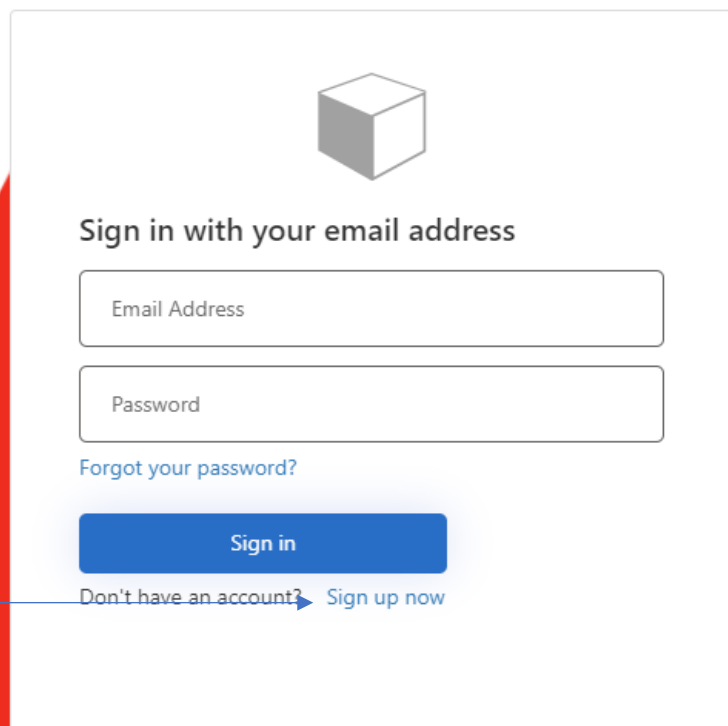
In the address bar type: <https://transnetetenders.azurewebsites.net>



https://transnetetender.b2clogin.com/transnetetender.onmicrosoft.com/b2c_1_signupsignin/oauth2/v2.0/authorize?client



If not already registered, click on Sign up now. Ensure that the email you use to sign in is the same as the email that you received from the tender invite on the email, otherwise you would not see the tender



Sign in with your email address

Email Address

Password

[Forgot your password?](#)

[Sign in](#)

[Don't have an account? Sign up now](#)

[< Cancel](#)



Email Address

Send verification code

New Password

Confirm New Password

Given Name

Organization Name

Surname

Central Supplier Database Number

Company Registration Number

Country/Region

Country/Region ▼

Secondary Email Address

State/Province

Street Address

Postal Code

Display Name

Create

Complete all fields, before selecting “Send verification code” and confirm that all information is correct. **VERY IMPORTANT:** Each and every field needs to be completed and not to be left blank (an error will appear if you want to view tender details)

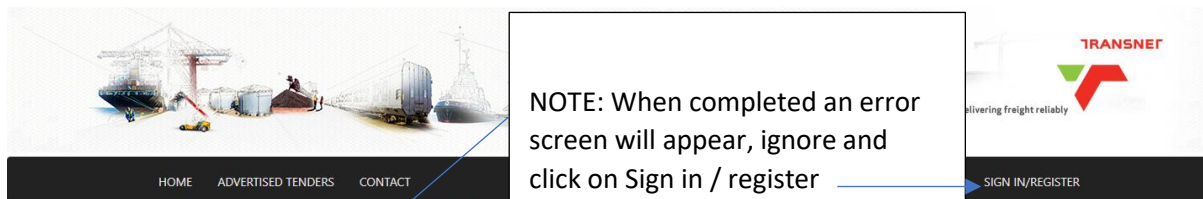
[< Cancel](#)

Verification code has been sent to your inbox. Please copy it to the input box below.

[Verify code](#)[Send new code](#)

After completing all fields, select "Send verification code". Copy the code as received on the email.

Then select Verify code



NOTE: When completed an error screen will appear, ignore and click on Sign in / register

An error occurred while processing your request

Request ID: 0H*IGNDR5G53TC:00000392

Development Mode

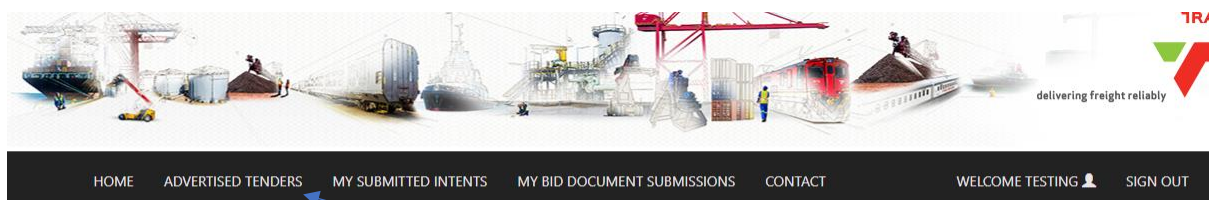
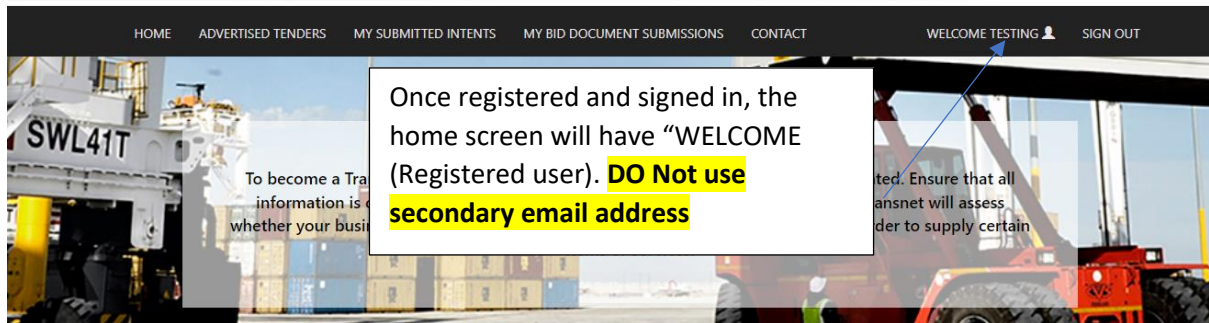
Swapping to **Development** environment will display more detailed information about the error that occurred.

Development environment should not be enabled in deployed applications, as it can result in sensitive information from exceptions being displayed to end users. For local debugging, development environment can be enabled by setting the **ASPNETCORE_ENVIRONMENT** environment variable to **Development**, and restarting the application.

[Forgot your password?](#)[Sign in](#)

Don't have an account? [Sign up now](#)

Sign in details will be available, then click on Sign in



ADVERTISED TENDERS

To view / search for tenders, click on
ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status
------------------	-------------	-------------	------------------	--------------	---------------

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ

SRV-TCC-Etender
To: noreply@transnet.net

This message was sent with Low importance.

Dear Suppliers,
You have been invited to bid and respond to the following tender:

Name Of Tender : TE22-SRX-1FG-02068
Description : STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Number : TE/2022/04/0697/RFQ

Access to this tender will be granted by using this email when you sign up/sign in. To access the tender information, please click on the link provided.

Kind Regards,
Transnet eTenders

When a bidder receives an email to quote, the bidder needs to register with the email address of the recipient that received the email. If already registered, sign in.

NOTE: The details on this email is intended for guidance only and not to be used on the live system

ADVERTISED TENDERS

When signed in, select "ADVERTISED TENDERS".

Open Tenders Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TCC/2021/11/0031/RFQ	For the supply and installation of an air compressor	For the supply and installation of an air compressor for indoor shooting range that operates the laser system and supply air to air guns utilised during training and conduct maintenance on air supply system and hoses.		12/10/2021 12:00:00 PM	Closed	View Details
TFR/2021/12/0014/RFQ	ELECTRICAL MATERIAL (CABLES)	SUPPLY AND DELIVERY OF ELECTRICAL MATERIAL (CABLES) FOR A ONCE OFF PERIOD		12/13/2021 4:00:00 PM	Closed	View Details
TFR/2021/12/0017/RFQ	CRAC_JHB_36509.	FOR THE SUPPLY AND DELIVERY OF HIGH BACK CHAIRS FOR CTC OFFICES IN CENTRAL, EASTERN AND WESTERN REGIONS, FOR A ONCE OFF PERIOD.		12/14/2021 10:00:00 AM	Closed	View Details
TFR/2021/12/0015/RFQ	CRAC-JHB-36313	FOR THE SUPPLY AND DELIVERY OF VARIOUS CLAMPS, TERMINAL LUGS, DROPPER CLIPS AND		1/13/2022 12:00:00	Closed	View Details

To manually search and change the view from Closed to Open, click twice on arrow next to "Tender Status". The arrow pointing down will change to blue and open tenders will be displayed.

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0450/RFQ	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE-062101802 VALVE; TYPE: L-1 LOAD DETECTOR, MEDIA FOR WHICH DESIGNED: WAGONS AIRBRAKE, CONNECTION TYPE: FLANGE, SPECIAL FEATURES: BLUE, WITHOUT PIPE BRACKET; SIMILAR ITEM: 062004338		4/8/2022 10:00:00 AM	Open	View Details
TE/2022/04/0494/RFQ	GEAR OIL	OIL, GEAR TYPE SYNTHETIC BRAND NAME MOBILGEAR SHC SERIES GRADE SCH 6800 VISCOSITY RATING 220 TO 320 FLASH POINT 234 DEG C COLOR ORANGE CONTAINER TYPE SACHET 250 G CONTAINER CAPACITY 14 KG FOR USE ON; 39-200 GM, 15E AND 19E LOCOMOTIVES		4/8/2022 10:00:00 AM	Open	View Details
TE/2022/04/0495/RFQ	SUPPLY OF CORROSION (NALCOOL) - APPROVED	ITEM NUMBER - 077807563 INHIBITOR, CORROSION; TYPE: COOL-C18, COLOR: RED,		4/8/2022 10:00:00	Open	View Details



HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	Open	View Details

To search for a specific tender, the tender number, tender name or description can be used for searching.

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00	Open	View Details

When the tender has been identified, click on "View Details"

TRANSNET ETENDER PORTAL GUIDE

When the “View Details” has been selected, the following screen will be displayed where the attachments can be viewed or downloaded.

HOME
ADVERTISED TENDERS
MY SUBMITTED INTENTS
MY BID DOCUMENT

TENDER DETAILS

Tender Details

Tender Reference Number TE/2022/04/0697/RFQ

Name Of Tender TE22-SRX-1FG-02068

Description STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Tender Type RFQ

Contact Person Charl du Preez Transnet Engineering SLR

Contact Person Email Address Charl.duPreez@transnet.net

Date Published 4/7/2022 3:51:47 PM

Closing Date 4/13/2022 10:00:00 AM

Briefing Date And Time

Briefing Details

Location Of Service Coaches, Salt River

Briefing Session

Closing Date 4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068,

Log An Intent To Bid

☐

If interested to bid, on the same page there an option to select: Log an Intent to Bid. Once selected, an option will appear to “Submit Intent” or “Cancel”. Click on Submit Intent

Tender Details

Tender Reference Number TE/2022/04/0697/RFQ

Name Of Tender TE22-SRX-1FG-02068

Description STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Tender Type RFQ

Contact Person Charl du Preez Transnet Engineering SLR

Contact Person Email Address Charl.duPreez@transnet.net

Date Published 4/7/2022 3:51:47 PM

Closing Date 4/13/2022 10:00:00 AM

Briefing Date And Time

Briefing Details

Location Of Service Coaches, Salt River

Name Of Institution TE

Tender Category Goods

Tender Status Open

Briefing Session

Closing Date 4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068,

Log An Intent To Bid

☒

Tender Details

Tender Reference Number

Name Of Tender

Description

Tender Type RFQ

Contact Person Charl du Preez Transnet Engineering SLR

Contact Person Email Address Charl.duPreez@transnet.net

Date Published 4/7/2022 3:51:47 PM

Closing Date 4/13/2022 10:00:00 AM

Briefing Date And Time

Briefing Details

Location Of Service

Name Of Institution

Tender Category

Tender Status

Intent to Bid

Your request to log an intent to bid has been successfully submitted.

[Close](#)

Briefing Session

Closing Date 4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract for
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.pdf

Log An Intent To Bid

☒

[Submit Intent](#) [Cancel](#)

When the "Submit Intent" is selected, a message will appear to indicate that the request was successfully submitted. Click on close and wait for the next screen.





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HOME
ADVERTISED TENDERS
MY SUBMITTED INTENTS
MY BID DOCUMENT SUBMISSIONS
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SIGN OUT

MY SUBMISSION INTENTS

Show 10 entries

Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	View Details

Showing 1 to 1 of 1 entries

Previous 1 Next

The screen should be updated and load the "MY SUBMITTED INTENTS". To proceed to capturing your bid documents, click on "View Details"



← → ↻ 🏠 📄 https://transnetetenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

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HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

SUBMISSION INTENT DETAILS

Tender Summary **Ask For Clarity**

TE22-SRX-1FG-02068
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

[Submit Tender Documents](#)

Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf

The Submission Intent Details page will be displayed with 2 tabs on the left. Refer to the **YELLOW** highlighted sections.

← → ↻ 🏠 📄 https://transnetetenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

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SUBMISSION INTENT DETAILS

Tender Summary **Ask For Clarity**

Please email drawing

No Response From Transnet

[Submit Tender Documents](#)

Briefing Session

Closing Date
4/13/2022 10:00:00 AM

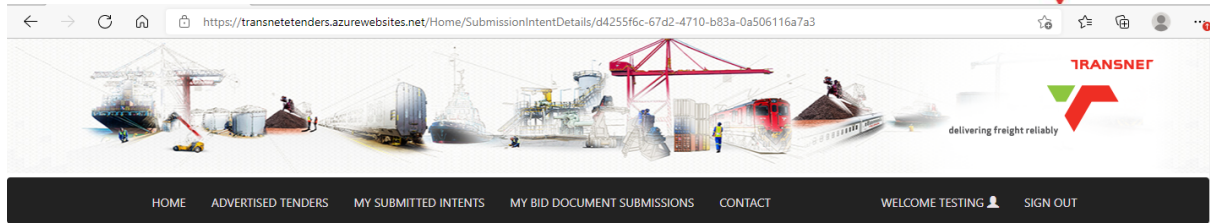
Attachments

- 2.14 Standard Terms and Conditions of Contract 1

Submit queries below

[Submit All Questions](#) [Cancel](#)

By selecting the "Ask for Clarity", a bidder may request for further clarity with regards to drawings or specification. The clicking on the "Submit All Questions". The response from the Transnet representative will also be reflected on this page.



SUBMISSION INTENT DETAILS

Tender Summary

Ask For Clarity

Submit Tender Documents

Briefing Session

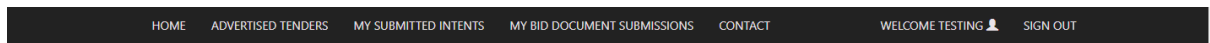
Closing Date

4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068,

When the bidder has completed the returnable documents and scanned to their PC/Laptop, the next step would be to upload the documents. Click on "Submit Tender Documents"



BID DOCUMENT SUBMISSION

TE22-SRX-1FG-02068

Closing Date: 4/13/2022 10:00:00 AM

TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

The page will be updated to "BID DOCUMENT SUBMISSION", with option to "Choose Files". Note the tabs for Mandatory, Essential, Non Essential and Other where different documents can be uploaded. Click on "Choose Files"

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

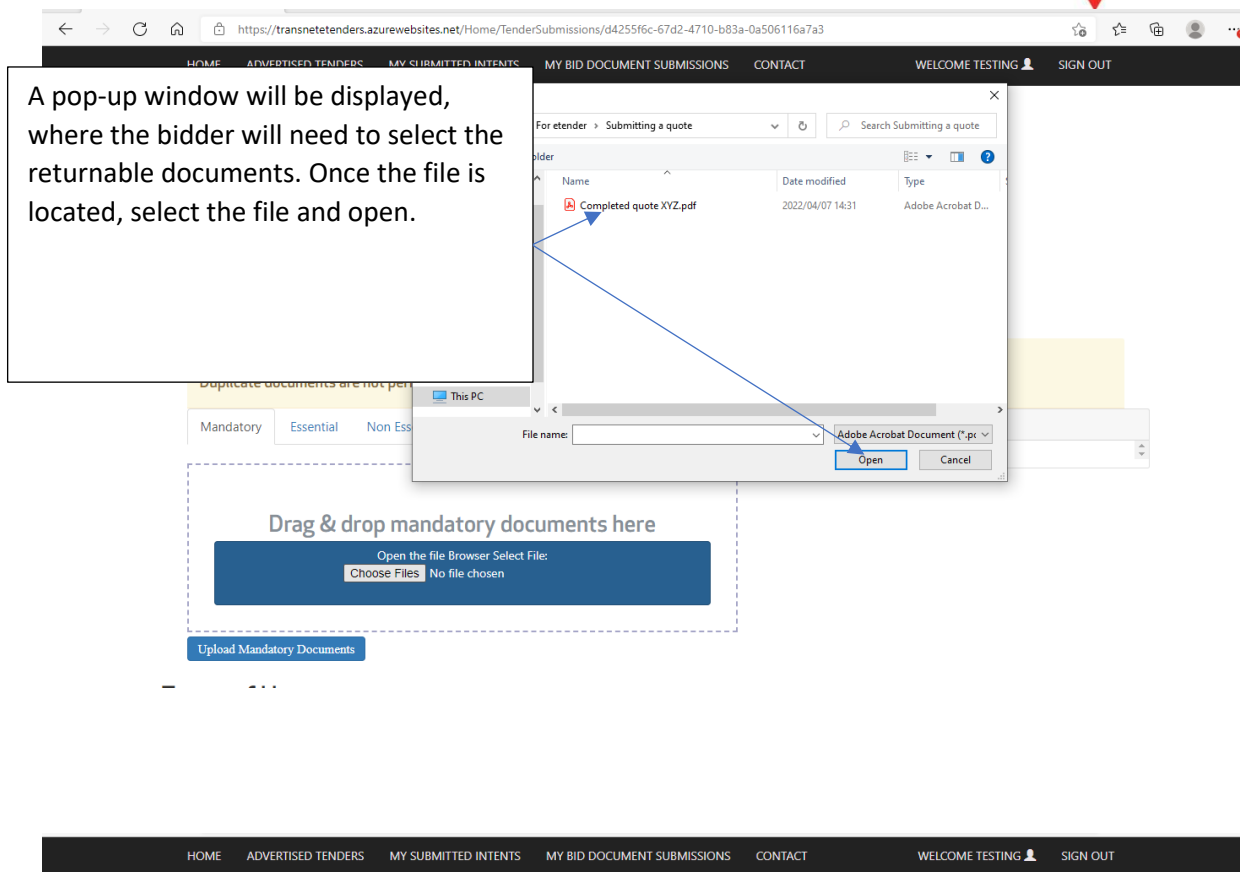
Uploaded Documents
No files uploaded.

Drag & drop mandatory documents here

Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

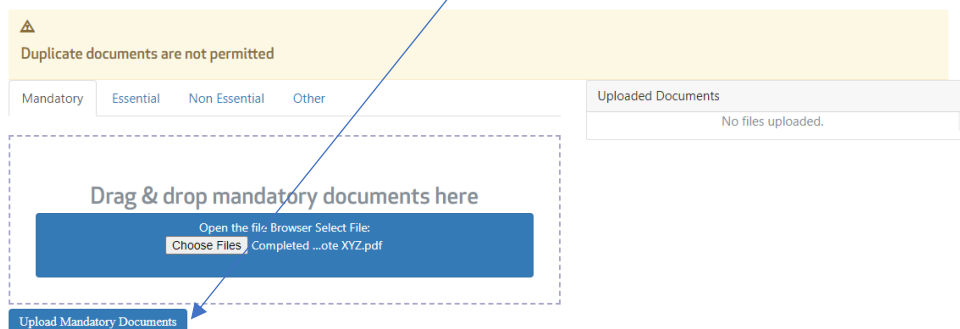
Terms of Use



BID DOCUMENT SUBMISSION

TE22-SRX-IFG-02068
Closing Date: 4/13/2022 10:00:00 AM
TE/2022/04/0697/RFQ
STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

When the file has been successfully transferred, select "Upload Mandatory [or tab name] Documents"



TRANSNET ETENDER PORTAL GUIDE

TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

The “Uploaded Documents” section will be updated to confirm that the document was uploaded, then click on “Submit Bid”

⚠ Duplicate documents are not permitted

Mandatory **Essential** Non Essential Other

Drag & drop mandatory documents here

Open the file Browser Select File:
[Choose Files](#) No file chosen

[Upload Mandatory Documents](#)

Uploaded Documents

Completed quote XYZ.pdf - Document Type: Mandatory Documents

[Delete](#)

[← Back](#) [→ Submit Bid](#)

Terms of Use

Information provided by the bidder through this portal constitute a binding bid submission/response and a commitment to deliver Transnet requirements. Kindly note that the system automatically ranks the outcome of the evaluation of price and BBBEE scoring based on the information provided. Pricing and BBBEE information provided is the responsibility of the bidder to ensure correctness and Transnet will only consider your latest submission made before the closing date.



HOME ADVERTISED TENDERS MY SUBMITTED INTENTS **MY BID DOCUMENT SUBMISSIONS** CONTACT WELCOME TESTING SIGN OUT

MY BID DOCUMENT SUBMISSIONS

Show **10** entries Search:

Tender Reference Number	Name	Date Submitted	Company Name	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	4/8/2022 8:59:06 AM	Transnet Engineering	View Details

Showing 1 to 1 of 1 entries

Previous **1** Next

The screen will progress to “MY BID COUMENT SUBMISSION”, where the “View Details” can be selected to confirm that all required information is submitted correctly.

TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Duplicate documents are not permitted

Mandatory

Essential

Non Essential

Other

Drag & drop mandatory documents here

Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

Uploaded Documents

Completed quote XYZ.pdf - Document Type: Mandatory Documents

Delete

Terms of Use

Information provided by the bidder through this portal constitute a binding bid submission/response and a commitment to deliver Transnet requirements. Kindly note that the system automatically ranks the outcome of the bid and the responsibility of the bidder to ensure correctness of the information provided.

[← Back](#)

****VERY IMPORTANT****

When viewing the Tender details, go to the screen to view submitted documents and capture the screen as an image and keep as proof that the tender was submitted before the closing time. **Note: When the bid closes you will not be able to return to this screen.**