

**TRANSNET NATIONAL PORTS AUTHORITY**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP] [GOODS]

FOR THE SUPPLY AND DELIVERY OF PE PORT TRAFFIC LIGHTS, FLASHING LONG RANGE LED MARINE BEACONS OR SIMILAR MARINE BEACONS, SELF CONTAINED MARINE LED LANTERNS WITH RANGES BETWEEN 6 – 8 NM AT T=0.74, MARINE RADAR BEACONS (RACONS) AS WELL AS THE MANUFACTURE, SUPPLY AND DELIVERY OF ROTO-MOULDED POLYETHYLENE MARINE NAVIGATIONAL BUOYS, ON A ONCE OFF BASIS.

RFP NUMBER	TNPA 986
ISSUE DATE:	10 DECEMBER 2021
COMPULSORY MEETING	18 JANUARY 2022
CLOSING DATE:	04 FEBRUARY 2022
CLOSING TIME:	12:00 PM
BID VALIDITY PERIOD:	90 BUSINESS DAYS FROM CLOSING DATE

SCHEDULE OF BID DOCUMENTS

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- ANNEXURE D - NON-DISCLOSURE AGREEMENT
- ANNEXURE E - SUPPLIER DECLARATION FORM
- ANNEXURE F - SOW-LNS-176 - POLYETHYLENE BUOYS_REV1
 - SOW-LNS-176(A) - SCHEDULE OF REQUIREMENTS, PORTS
 - SOW-LNS-176(B) - SCHEDULE OF REQUIREMENTS, PETINGO BUOYS
 - TECHNICAL EVALUATION CRITERIA - SOW-LNS-176_BUOYS

Respondent's Signature

Date & Company Stamp

- ANNEXURE G - SOW-LNS-175 - LONG RANGE LED BEACONS, LNS LIGHTHOUSES
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SCHEDULE OF REQUIREMENTS - SOW-ER-162-PORT TRAFFIC LIGHTS

Respondent's Signature

Date & Company Stamp

RFP FOR THE SUPPLY AND DELIVERY OF PE PORT TRAFFIC LIGHTS, FLASHING LONG RANGE LED MARINE BEACONS OR SIMILAR MARINE BEACONS, SELF CONTAINED MARINE LED LANTERNS WITH RANGES BETWEEN 6 – 8 NM AT T=0.74, MARINE RADAR BEACONS (RACONS) AS WELL AS THE MANUFACTURE, SUPPLY AND DELIVERY OF ROTO-MOULDED POLYETHYLENE MARINE NAVIGATIONAL BUOYS, ON A ONCE OFF BASIS

SECTION 1: SBD1 FORM

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET NATIONAL PORTS AUTHORITY, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TNPA 986	ISSUE DATE:	10/12/2021	CLOSING DATE:	04/02/2022	CLOSING TIME:	12:00 PM
DESCRIPTION	RFP FOR THE SUPPLY AND DELIVERY OF PE PORT TRAFFIC LIGHTS, FLASHING LONG RANGE LED MARINE BEACONS OR SIMILAR MARINE BEACONS, SELF CONTAINED MARINE LED LANTERNS WITH RANGES BETWEEN 6 – 8 NM AT T=0.74, MARINE RADAR BEACONS (RACONS) AS WELL AS THE MANUFACTURE, SUPPLY AND DELIVERY OF ROTO-MOULDED POLYETHYLENE MARINE NAVIGATIONAL BUOYS, ON A ONCE OFF BASIS						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
THE SECRETARIAT							
LOCAL ACQUISITION COUNCIL							
GREEN POINT LIGHTHOUSE TENDER BOX							
100 BEACH ROAD							
MOUILLE POINT							
CAPE TOWN							
8005							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	BHEKI MHLONGO			CONTACT PERSON	BHEKI MHLONGO		
TELEPHONE NUMBER	021 449 3708			TELEPHONE NUMBER	021 449 3708		
FACSIMILE NUMBER	086 540 6351			FACSIMILE NUMBER	086 540 6351		
E-MAIL ADDRESS	Bhek.Mhlongo@transnet.net			E-MAIL ADDRESS	Bhek.Mhlongo@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							

Respondent's Signature

Date & Company Stamp

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

PART B TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS
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

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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	Supply, delivery and delivery of PE Port Traffic Lights, Flashing Long Range LED Marine Beacons or similar Marine Beacons, self-contained Marine LED lanterns with ranges between 6 – 8 NM AT T=0.74, Marine Radar Beacons (Racons) as well as the manufacture, supply as well as the delivery of Roto-Moulded Polyethylene Marine Navigational Buoys, on a once off basis [the Goods]
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	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> • Click on "Tender Opportunities"; • Select "Advertised Tenders"; • In the "Department" box, select Transnet SOC Ltd. <p>Once the tender has been located in the list, click on the "Tender documents" tab and process to download all uploaded documents.</p> <p>The RFP may also be downloaded from the Transnet website at www.transnet.net free of charge. To access the Transnet e-Tender portal, please click here.</p> <p>To download RFP and Annexures,</p> <ul style="list-style-type: none"> • Scroll towards the bottom right hand side of the page, • On the blue window click on 'Transnet SOC Ltd' or Select Operating Division.
COMMUNICATION	<p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
ISSUE AND COLLECTION DATE DEADLINE	Bidders are to note that the RFP documents will be available for download from 13 December until 17 January 2022.
BRIEFING SESSION	<p>Yes – Compulsory</p> <p>Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address: Bheki.mhlongo@transnet.net.</p> <p>This is to ensure that Transnet may make the necessary arrangements for the briefing session.</p> <p>Refer to paragraph 2 for details.</p>
CLOSING DATE	12:00 pm on Friday 04 February 2022

Respondent's Signature

Date & Company Stamp

	Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
BID OPENING	A public opening will not be held for this bid, however Respondents will be provided with a copy of the opening register indicating the names of the Respondents, upon request.
VALIDITY PERIOD	90 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 compulsory pre-proposal RFP briefing will be conducted at Green Point Lighthouse, 100 Beach Road, Mouille Point, Cape Town, 8005 on the **18th January 2022**, at 10:00 am for a period of ± 2 hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 *A Certificate of Attendance in the form set out in Section 10 hereto must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** site meeting and/or RFP briefing.*
- 2.2 Respondents failing to attend the compulsory RFP briefing will be disqualified.
- 2.3 Respondents are encouraged to bring a copy of the RFP to the site meeting and/or RFP briefing.

3 PROPOSAL SUBMISSION

Proposals must be addressed on the cover as follows:

Name of delegated Transnet recipient

RFP No: TNPA 986

Description: SUPPLY AND DELIVERY OF PE PORT TRAFFIC LIGHTS, FLASHING LONG RANGE LED MARINE BEACONS OR SIMILAR MARINE BEACONS, SELF CONTAINED MARINE LED LANTERNS WITH RANGES BETWEEN 6 – 8 NM AT T=0.74, MARINE RADAR BEACONS (RACONS) AS WELL AS THE MANUFACTURE, SUPPLY AND DELIVERY OF ROTO-MOULDED POLYETHYLENE MARINE NAVIGATIONAL BUOYS, ON A ONCE OFF BASIS

Closing date and time: 04 FEBRUARY 2022 @ 12:00PM

Closing address: TRANSNET NATIONAL PORTS AUTHORITY TENDER BOX
GREEN POINT LIGHTHOUSE
100 BEACH ROAD
MOUILLE POINT
CAPE TOWN

8005

4 RFP INSTRUCTIONS

- 4.1 The measurements of the "tender slot" are 350mm wide x 200mm high. Bid responses which are larger than the dimensions mentioned must be split into two or more files and clearly marked. **Transnet will not be held responsible if bid documents do not comply with the mentioned dimensions and Respondents experience difficulty in submitting their bids as a result.**
- 4.2 It should also be noted that the above tender box is located inside the Lighthouse building accessible to the public from 08:00 am until 04:30 pm business working days only.
- 4.3 Proposals must be submitted in duplicate hard copies [1 original and 1 copy] and must be bound.
- 4.4 Sign one set of original documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy. A duplicate set of documents is also required. This second set must be a copy of the original signed Proposal.
- 4.5 Both sets of documents are to be submitted to the address specified, and Respondents must ensure that the original and copies (where applicable) are identical in all respects.
- 4.6 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- 4.7 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.
- 4.8 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.

Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card as per the B-BBEE Preferential Procurement Regulations, 2017 preference point scoring.

6 COMMUNICATION

- 6.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted to Bheki.mhlongo@transnet.net before **12:00 pm on 03 December 2021**, substantially in the form

Respondent's Signature

Date & Company Stamp

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 Bhatiani Widzani (BPEC chairperson), at Bhatiani.widzani@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 **Supplier**] 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.

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

11 LEGAL REVIEW

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

12 SECURITY CLEARANCE

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

13 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

Respondent's Signature

Date & Company Stamp

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 inluis
Ethics Management System™

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

				
	<p>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.</p>	<p>What's App Speak to an Agent via What's App.</p>	<p>Speak to an Agent Speak to an Agent via the platform with no call or data charge</p>	<p>Telegram Speak to an Agent via Telegram</p>

 **0800 003 056**

 **086 551 4153**

 **reportit@ethicshelpdesk.com**

 ***120*0785990808#**

SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

Aids to Navigation at Various Ports and Lighthouses. These are the breakwater lights, long range marine beacons, polyethylene buoys, self-contained lanterns, port traffic lights and transit line beacons.

Short background of the need

In terms of the recently gazetted Comprehensive Maritime Transport Policy, South Africa is obliged to comply with the International Maritime Organisation (IMO) conventions and protocols relating to pro-active measures for safety of life and property of sea (Clause 200).

These measures include the provision of aids to navigation for the safe and efficient navigation of vessel movements along the coast of South Africa as well as within Port limits. The International obligation for the provision of Aids to Navigation Services is directed by Safety of Life at Sea (SOLAS) Convention V, Regulation 13. The specific mandate for the provision of aids to navigation is further legislated under 78(1) of the National Ports Acts which places the obligation for the provision of this service directly on the National Ports Authority.

TNPA reserves its right to split the award and appoint one suppliers or more suppliers based on the outcome of the evaluation. Bidders should clearly indicate which scope works they are tendering for.

2 EXECUTIVE OVERVIEW

Whereas Transnet is seeking a partner(s) to provide solutions for the supply and delivery of Aids to Navigation at various Ports and Lighthouses, on a once off basis, it also seeks to improve its current processes for providing these Goods to its end user community throughout its locations.

The selected Supplier(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 Supplier(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 Supplier/Service provider(s).
- 2.3 Transnet must receive proactive improvements from the Supplier/Service provider with respect to supply/provision of Goods/Services and related processes.
- 2.4 Transnet's overall competitive advantage must be strengthened by the chosen Supplier/Service provider's leading edge technology and service delivery systems.
- 2.5 Transnet end users must be able to rely on the chosen Supplier/Service provider's personnel for service enquiries, recommendations and substitutions.
- 2.6 Transnet must reduce costs by streamlining its acquisition of Goods/Services, including managed service processes on a Group basis.

3 SCOPE OF REQUIREMENTS

- 3.1 ANNEXURE F - SOW-LNS-176 - POLYETHYLENE BUOYS_REV1
SOW-LNS-176(A) - SCHEDULE OF REQUIREMENTS, PORTS
SOW-LNS-176(B) - SCHEDULE OF REQUIREMENTS, PETINGO BUOYS
TECHNICAL EVALUATION CRITERIA - SOW-LNS-176_BUOYS
- 3.2 ANNEXURE G - SOW-LNS-175 - LONG RANGE LED BEACONS, LNS LIGHTHOUSES
TECHNICAL EVALUATION CRITERIA - SOW-LNS-175_LONG RANGE BEACONS
- 3.3 ANNEXURE H - SOW-ER-158 - EASTERN REGION RACONS
SOW-ER-158A -SCHEDULE OF REQUIREMENTS RACONS_PORTS (003)
SOW-ER-158B - SCHEDULE OF REQUIREMENTS RACONS, LIGHTHOUSES (003)

- 3.4 ANNEXURE I - ADDENDUM TO SOW-LNS-174 - SELF CONTAINED LANTERNS, REQUIREMENTS
SOW-LNS-174 - LNS SELF CONTAINED LANTERNS
TECHNICAL EVALUATION CRITERIA - SOW-LNS-174_SCL
- 3.5 ANNEXURE J - SOW-ER-162-PORT OF PORT ELIZABETH-PORT TRAFFIC LIGHTS
TECHNICAL EVALUATION CRITERIA – SOW-ER-162-PORT TRAFFIC LIGHTS

4 GREEN ECONOMY / CARBON FOOTPRINT

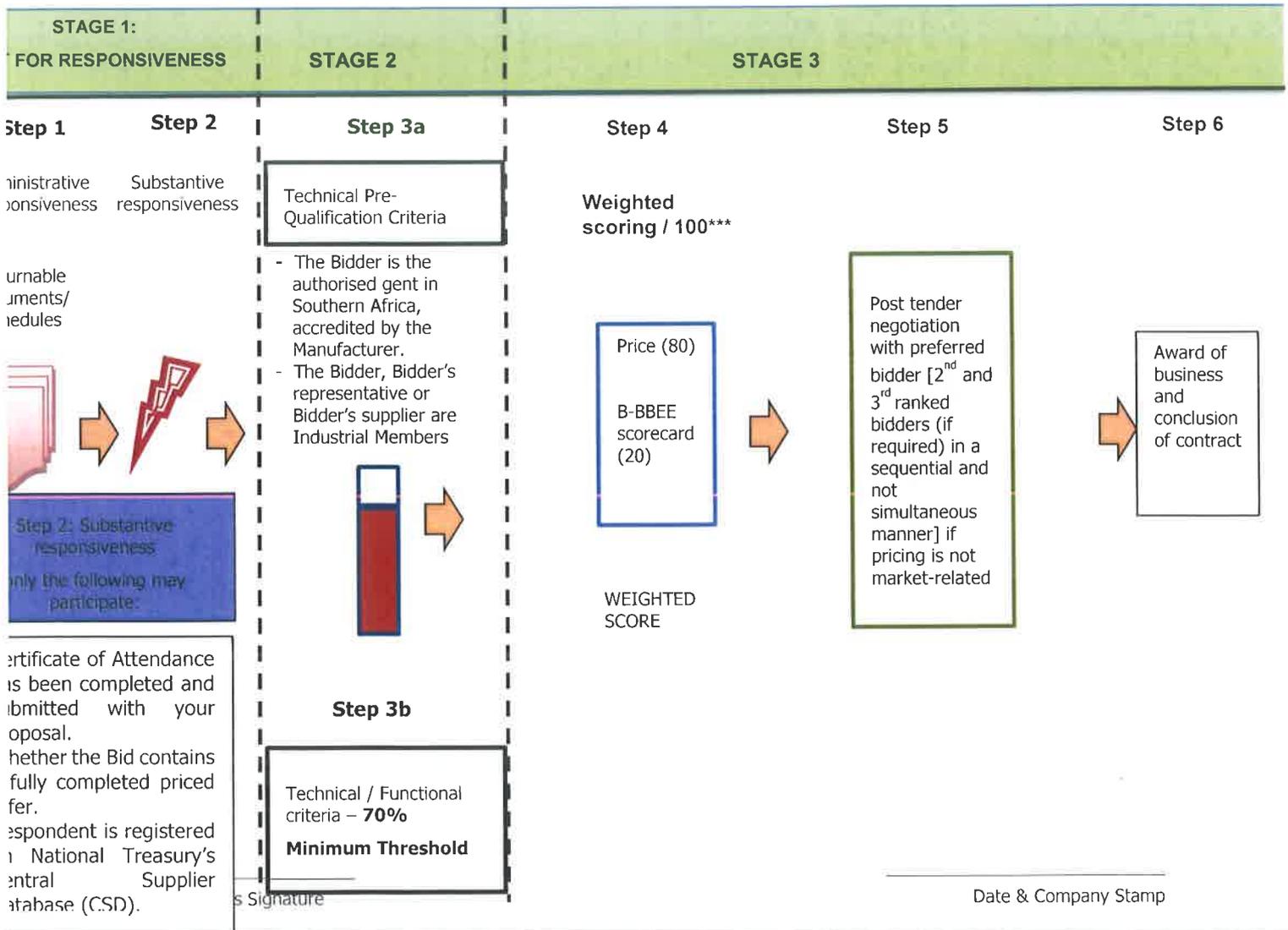
Transnet wishes to have an understanding of your company’s position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity’s policies in this regard.*

5 GENERAL SUPPLIER OBLIGATIONS

- 5.1 The Supplier(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 5.2 The Supplier(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 Supplier:
Transnet will utilise the following methodology and criteria in selecting a preferred Supplier:



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

6.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
<ul style="list-style-type: none"> Whether the Bid has been lodged on time 	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time 	<i>Section 5</i>
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	<i>Section 5</i>
<ul style="list-style-type: none"> 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
<ul style="list-style-type: none"> Whether a Certificate of Attendance has been completed and submitted with your Proposal as proof of attendance required for compulsory RFP briefing 	<i>Section 10</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule 	<i>Section 4</i>
<ul style="list-style-type: none"> Whether the Respondent is registered on National Treasury's Central Supplier Database (CSD) 	Clause 13 of the RFP Document

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 (A):

- The Bidder is an authorised agent in Southern Africa, accredited by the Manufacturer of the Aids to Navigation (AtoN) proposed.
- The Bidder, Bidder's representative or Bidder's supplier are Industrial Members of IALA (International Association of Marine Aids to Navigation and Lighthouse Authority)

Respondent's Signature

Date & Company Stamp

STEP THREE (B):**6.4 Minimum Threshold 70% for Technical Criteria**

TECHNICAL EVALUATION CRITERIA - SOW-LNS-176_BUOYS

TECHNICAL EVALUATION CRITERIA - SOW-LNS-175_LONG RANGE BEACONS

TECHNICAL EVALUATION CRITERIA - SOW-ER-158 - EASTERN REGION RACONS

TECHNICAL EVALUATION CRITERIA - SOW-LNS-174_SCL

TECHNICAL EVALUATION CRITERIA – SOW-ER-162-PORT TRAFFIC LIGHTS

6.5 STEP FOUR: Evaluation and Final Weighted Scoring**a) Price Criteria [Weighted score 80 points]:**

Evaluation Criteria	RFP Reference
• Commercial offer	<i>Section 4</i>
• Price adjustment conditions / factors • Exchange rate exposure	<i>Section 4</i>

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

Where:

$$PS = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where:

Ps = Score for the Bid under consideration*Pt* = Price of Bid under consideration*Pmin* = Price of lowest acceptable Bid**Broad-Based Black Economic Empowerment criteria [Weighted score 20 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.

6.6 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Percentage [%]
Technical / functionality	70

Evaluation Criteria	Final Weighted Scores
Price	80
B-BBEE - Scorecard	20
TOTAL SCORE:	100

6.7 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).

6.8 STEP SIX: Award of business and conclusion of contract

- Immediately after approval to award the contract has been received, the successful or preferred bidder(s) will be informed of the acceptance of his/their Bid either by way of a Letter of Award or Letter of Intent where Transnet will negotiate any final terms and conditions of the contract with the successful Respondent(s). Thereafter the final contract will be concluded with the successful Respondent(s).
- Otherwise, a final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

Respondent's Signature

Date & Company Stamp

SCHEDULE OF REQUIREMENTS SOW-LNS-176(a) - PORTS

PORT OF RICHARDS BAY		
ITEM	QUANTITY	DESCRIPTION
1		Special Marker Buoy, Yellow, conical shaped 2.6m diameter, focal height between 3.5m and 4m for buoy C15 and buoy 30 delivered to and assembled at LNS Richards Bay Workshop, 2 Pioneer Road Small Craft Harbour, Port of Richards Bay.
1.1	2	Special Marker Buoy, Yellow, conical shaped, complete with daymarkers and top markers as per Specification No SOW-LNS-176.
1.2	1	Additional Yellow, 'X' Diagonal Cross shaped top marker to match & fit the buoy required as per item 1.1.
1.3	2	Complete Traditional Mooring system excluding sinker to accommodate water depth of 20m. Synthetic moorings are not desired for this application.
2		Lateral Marker Buoy, green, conical shaped 2.6m diameter, focal height between 3.5m and 4m for buoy 21 delivered to and assembled at LNS Richards Bay Workshop, 2 Pioneer Road Small Craft Harbour, Port of Richards Bay.
2.1	1	Lateral Marker buoy, green, conical shaped, complete with daymarkers and top markers as per Specification No. SOW-LNS-176.
2.2	1	Additional green top marker to match and fit the buoy required as per item 2.1.
2.3	1	Complete Traditional Mooring system excluding sinker to accommodate water depth of 20m. Synthetic moorings are not desired for this application.
PORT OF PORT OF DURBAN		
3		Special Marker Buoy, yellow, conical shaped 2.6m diameter, focal height between 3.5 and 4m for turning basin buoys delivered to and assembled at LNS Durban Workshop, 4 Bayhead Road, Port of Durban.
2.1	3	Special Marker buoy, yellow, conical shaped, complete with daymarkers and top markers as per Specification No. SOW-LNS-176.
2.2	1	Additional Yellow, 'X' Diagonal Cross shaped top marker to match and fit the buoy required as per item 1.1.
1.3	3	Complete Traditional Mooring system excluding sinker to accommodate water depth of 10m. Synthetic moorings are not desired for this application.
PORT OF PORT OF SALDANHA		
4		Special Marker Buoy, yellow, conical shaped 2.5/6m diameter, 4m focal height for east boundary buoy delivered to and assembled at LNS Saldanha Workshop, Small Craft harbour, Port of Saldanha.
4.1	1	Special Marker buoy, yellow, conical shaped, complete with daymarkers and top markers as per Specification No. SOW-LNS-176.
4.2	1	Additional Yellow, 'X' Diagonal Cross shaped top marker to match & fit the buoy required as per item 4.1.
5		Lateral Marker Buoy, green, conical shaped 2.5/6m diameter, focal height between 4m for buoy delivered to and assembled at LNS Workshop Saldanha, Small Craft Harbour, Saldanha Port. Channel MPT A1
5.1	1	Lateral Marker Buoy, green, conical shaped, complete with daymarkers and top markers as per Specification No. SOW-LNS-176.
5.2	1	Additional green top marker to match and fit the buoy required as per item 5.1.
6		Lateral Marker Buoy, red, can shaped 2.5/6m Diameter, focal height 4m for buoy delivered to and assembled at LNS Workshop Saldanha, Small Craft Harbour, Saldanha Port. Channel MPT A2
6.1	1	Lateral Marker buoy, red, can shaped, complete with daymarkers and top markers as per Specification No. SOW-LNS-176.
6.2	1	Additional red top marker to match and fit the buoy required as per item 6.1.

Respondent's Signature

Date & Company Stamp

TOTAL PRICE, exclusive of VAT:

VAT 15% (if applicable)

Total Inclusive of VAT (where applicable)

PETINGO BUOYS		
ITEM	QUANTITY	DESCRIPTION
1		Cardinal Marker Buoys, Polyethelene top structure and stainless steel chassis and lifting eyes conical shaped 3.0m diameter, focal height between 5 and 6m for Petingo East and West delivered to and assembled at LNS Richards Bay Workshop 2 Pioneer Road, Small Craft Harbour, Port of Richards Bay.
1.1	1	West Cardinal Buoy, conical shaped, complete with daymarkers and top markers in accordance with IALA MBS and as per Specification No. SOW-LNS-176.
1.2	1	East Cardinal Buoy, conical shaped, complete with daymarkers and top markers in accordance with IALA MBS and as per Specification No. SOW-LNS-176.
1.3	2	Complete traditional mooring system excluding sinker to accommodate water depth of 20m. Synthertic moorings are not desired for this application
1.4	2	5-8Nm self contained lantern with GPS,GSM and AIS and 10 degree divergence

TOTAL PRICE, exclusive of VAT:

VAT 15% (if applicable)

Total Inclusive of VAT (where applicable)

Respondent's Signature

Date & Company Stamp

SCHEDULE OF REQUIREMENTS FOR THE SUPPLY AND DELIVERY OF LONG RANGE LED MARINE BEACONS

LONG RANGE LED MARINE BEACONS		
ITEM	QUANTITY	DESCRIPTION
1		Supply and Delivery of Long Range LED Marine Beacons
1.1	1	Cape Columbine Long Range LED marine beacon as per Specification No. SOW-LNS-175.
1.2	1	Slangkoppunt Long Range LED marine beacon as per Specification No. SOW-LNS-175.
1.3	1	Cape Point Long Range LED marine beacon as per Specification No. SOW-LNS-175.
1.4	1	Cape Point Long Range LED marine beacon as per Specification No. SOW-LNS-175.
1.5	1	Cape Agulhas Long Range LED marine beacon as per Specification No. SOW-LNS-175.
1.6	1	Hood Point Long Range LED marine beacon as per Specification No. SOW-LNS-175.
1.7	1	Great Fish Point Long Range LED marine beacon as per Specification No. SOW-LNS-175.
1.8	1	Cape St. Francis Long Range LED marine beacon as per Specification No. SOW-LNS-175.

Delivery Addresses

Regional Manager
LNS Port Elizabeth Workshop
Port of Port Elizabeth
PORT ELIZABETH, 6001

Regional Manager
LNS Cape Town Workshop
1 Coode Crescent Road
CAPE TOWN, 8000

TOTAL PRICE, exclusive of VAT:

VAT 15% (if applicable)

Total Inclusive of VAT (where applicable)

1. Location: Lighthouse and Navigational Systems Durban Workshop		
1.1	3	Racon as in accordance with Specification No. SOW-ER-158.
1.2	3	Sets of manuals and drawings as in accordance with Specification no. SOW-ER-158, clause 3.0.
1.3	2	Set of tools and test equipment as in accordance with Specification No. SOW-ER-158, clause 5.0.
1.4	1	Set of spares as in accordance with Specification no. SOW-ER-158, clause 6.0.

NOTES	
A	The following morse codes are required: <ul style="list-style-type: none"> • Durnford - "O" • Widenham - "K" • Scottburgh - "G"
C	Delivery address Regional Manager: Lighthouse and Navigational Systems LNS Durban Workshop 4 Bayhead Road Durban KwaZulu Natal

TOTAL PRICE, exclusive of VAT:

VAT 15% (if applicable)

Total Inclusive of VAT (where applicable)

Respondent's Signature

Date & Company Stamp

**SCHEDULE OF REQUIREMENTS FOR THE SUPPLY OF MARINE
RADAR BEACONS (RACONS)**

1. Location: Lighthouse and Navigational Systems Durban Workshop		
1.1	3	Racon as in accordance with Specification No. SOW-ER-158.
1.2	3	Sets of manuals and drawings as in accordance with Specification no. SOW-ER-158, clause 3.0.
1.3	2	Set of tools and test equipment as in accordance with Specification No. SOW-ER-158, clause 5.0.
1.4	2	Set of spares as in accordance with Specification no. SOW-ER-158, clause 6.0.

NOTES	
A	The following morse codes are required: <ul style="list-style-type: none"> • Port of Richards Bay - "N" • Port of Coega -- "T" • 1 x Spare
C	Delivery address Regional Manager: Lighthouse and Navigational Systems LNS Durban Workshop 4 Bayhead Road Durban KwaZulu Natal

TOTAL PRICE, exclusive of VAT:

VAT 15% (if applicable)

Total Inclusive of VAT (where applicable)

Respondent's Signature

Date & Company Stamp

<u>LIGHTHOUSE AND NAVIGATIONAL SYSTEMS SELF-CONTAINED LED LANTERNS SCHEDULE OF REQUIREMENTS</u>									
Location	Description of lights	Colour	Range	No. of Tiers	Divergence degree	GPS Synchronised	GSM Compatibility	Mounting arrangements 3 or 4 hole	Quantity
Port of Port Nolloth	Bell buoy	White	6-8Nm	Multi LED	10°	Yes	Yes	Both	1
	Channel buoy	Red							1
	Channel buoy	Green							1
	Turning buoy	Amber							1
Port of Saldanha	Lateral buoy	White	6-8Nm	Multi LED	10°	Yes	Yes	Both	2
	Channel buoy	Red							2
	Channel buoy	Green							2
	Turning buoy	Amber							2
Port of Mosselbay	Marking buoy	Amber	6-8Nm	Multi LED	10°	Yes	Yes	Both	1
Port of Durban	Main entrance channel	Green	6-8Nm	Multi LED	10°	Yes	Yes	Both	5
	Main entrance channel	Red							5
	Fairway Buoy	White							2
Port of Richards Bay	Main channel	Green	6-8Nm	Multi LED	10°	Yes	Yes	Both	4
	Main channel	Red							5
	Wreck marker	White							2
	Wave rider	Yellow							2
	Petingo Buoys	White							2

TOTAL PRICE, exclusive of VAT:

VAT 15% (if applicable)

Total Inclusive of VAT (where applicable)

Respondent's Signature

Date & Company Stamp

SCHEDULE OF REQUIREMENTS FOR THE SUPPLY AND DELIVERY OF LONG RANGE MULTI-TIERED LED MARINE BEACONS TO BE USED AS PORT TRAFFIC LIGHTS

LONG RANGE LED MARINE BEACONS		
ITEM	QUANTITY	DESCRIPTION
1		Supply and Delivery of Multi-tiered LED Marine Beacons to be used as Port Traffic Lights in the Port of Port Elizabeth
1.1	1	Multi-tiered LED marine beacon system as per Specification No. SOW-ER-162.

TOTAL PRICE, exclusive of VAT:

VAT 15% (if applicable)

Total Inclusive of VAT (where applicable)

Respondents are to note that Transnet will round off final pricing scores to the nearest 2 (two) decimal places.

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) 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.

Respondent's Signature

Date & Company Stamp

- f) Where a Respondent's price(s) includes imported content, the rate of exchange to be used must be the currency's rate published by the South African Reserve Bank on the date of the advertisement of the bid:
Currency rate of exchange utilised: _____
- g) Manufacturing and delivery lead time calculated from date of receipt of purchase order: _____ weeks.
- h) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 2, clause 1]

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 and preferences claimed 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.

1.1 _____

2. MANUFACTURERS

The Respondents must state hereunder the actual manufacturer(s) of the Goods tendered for:

2.1 Local Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

2.2 Foreign Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

3. INSPECTION DETAILS

The Respondents must state the actual name(s) and address/addresses of the suppliers of the Goods for inspection purposes only:

3.1 Local Manufacturer(s)

RFP ITEM NO.	NAME	BUSINESS ADDRESS

Respondent's Signature

Date & Company Stamp

3.2 Foreign Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

4. IMPORTED CONTENT

The Respondents must state hereunder the value and percentage of the imported content as well as the country of origin in respect of each item tendered for:

RFP ITEM NO / DESCRIPTION.	VALUE	% COST	COUNTRY OF ORIGIN

Note: Where more than one country is applicable to one item, the Respondents must furnish this information separately.

5. EXCHANGE AND REMITTANCE

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

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

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

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

5.4 Beneficiary details:

Name [Account holder] _____

Bank [Name and branch code] _____

Swift code _____

Country _____

5.5 _____ [Applicable base date of Exchange Rate used]

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

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

Respondent's Signature

Date & Company Stamp

6. EXPORT CREDIT AGENCY SUPPORTED FINANCE

In order to finance its payment obligations under a future contract where foreign transactions are involved, Transnet may consider raising debt financing [an **ECA Facility**] from one or more banks or financial institutions, with the benefit of export credit agency [**ECA**] credit support to be provided by an ECA.

Under such circumstances the successful Respondent will agree to undertake:

- a) to provide [and/or cause the Parent/OEM to provide, as applicable] to Transnet and the banks and financial institutions that may participate in the ECA Facility all such assistance as an importer of Goods and/or Services, which are eligible for ECA credit supported finance by an ECA, is generally required to provide for the purposes of obtaining ECA support;
- b) not to do or [as Supplier of the relevant eligible Goods or services] omit to do anything, which may adversely affect Transnet's prospects of qualifying for or, once obtained, maintaining ECA credit support by an ECA in respect of an ECA Facility.

All cost, expenses, charges and liabilities incurred by Transnet in establishing an ECA Facility with credit support from an Export Credit Agency, may be for the account of Transnet.

7. NATIONAL RAILWAY SAFETY REGULATOR ACT

In compliance with the National Railway Safety Regulator Act, 16 of 2002, the successful Respondent [**the Supplier**] shall ensure that the Goods to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set out in Annexure F - J of this RFP, and shall also adhere to railway safety requirements and/or regulations [as applicable]. Permission for the engagement of a subcontractor by the Supplier, as applicable, both initially and during the course of a contract, shall be subject to a review of the capability of the proposed subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organisation.

Accepted:

YES	
------------	--

NO	
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8. SERVICE LEVELS

- 8.1 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.
- 8.2 Transnet will have once a month reviews with the Supplier's account representative on an on-going basis.
- 8.3 Transnet reserves the right to request that any member of the Supplier's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 8.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:

- a) Random checks on compliance with quality/quantity/specifications
- b) On-time delivery

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

8.5 The Supplier/Service provider must provide a telephone number for customer service calls.

8.6 Failure of the Supplier/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 Supplier of its intention to do so.

Acceptance of Service Levels:

YES	
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NO	
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9. TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES

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

Accepted:

YES	
------------	--

NO	
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If "yes", please specify details in paragraph 6.2 below.

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

10. 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:

10.1 Quality and specification of Goods/Services delivered:

10.2 Continuity of supply:

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

10.4 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/intent, this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

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

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

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

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

Respondent's Signature

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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 90 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>
--------------------------------	---

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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.

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 10 : Certificate of attendance of compulsory RFP Briefing	
Section 3: Proof that the Bidder is the authorised agent in Southern Africa accredited by Manufacturer of the Aids to Navigation (AtoN) proposed.	
Section 3: The Bidder, Bidder's representative or Bidder's supplier are Industrial Members of IALA (International Association of Marine Aids to Navigation and Lighthouse Authority)	
Section 4 : Pricing and Schedule of Requirements	
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 9 of this RFP	

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]
- Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 9 of this RFP	
- The proposed solution meets or exceeds the technical requirements	
- Tenderer's experience with respect to Aids to Navigation	
- Commercial offer	

Respondent's Signature

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c) Essential Returnable Documents:

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
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 RFP Briefing	
SECTION 11 : SBD 9 - Certificate Of Independent Bid Determination	
SECTION 12 : Job-Creation Schedule	
SECTION 13 : SBD 5 (NIPP)	
SECTION 14 : 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 _____

2 _____

Respondent's Signature

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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	ANNEXURE A - MASTER AGREEMENT
2	ANNEXURE B - TRANSNET'S GENERAL BID CONDITIONS
3	ANNEXURE C - TRANSNET'S SUPPLIER INTEGRITY PACT
4	ANNEXURE D - NON-DISCLOSURE AGREEMENT
5	ANNEXURE E - SUPPLIER DECLARATION FORM
6	ANNEXURE F - SOW-LNS-176 - POLYETHYLENE BUOYS_REV1
	SOW-LNS-176(A) - SCHEDULE OF REQUIREMENTS, PORTS
	SOW-LNS-176(B) - SCHEDULE OF REQUIREMENTS, PETINGO BUOYS
	TECHNICAL EVALUATION CRITERIA - SOW-LNS-176_BUOYS
7	ANNEXURE G - SOW-LNS-175 - LONG RANGE LED BEACONS, LNS LIGHTHOUSES
	TECHNICAL EVALUATION CRITERIA - SOW-LNS-175_LONG RANGE BEACONS
	SCHEDULE OF REQUIREMENTS - SOW-LNS-175_LONG RANGE BEACONS
8	ANNEXURE H - SOW-ER-158 - EASTERN REGION RACONS
	SOW-ER-158A -SCHEDULE OF REQUIREMENTS RACONS_PORTS (003)
	SOW-ER-158B - SCHEDULE OF REQUIREMENTS RACONS, LIGHTHOUSES (003)
9	ANNEXURE I - SOW-LNS-174 - LNS SELF CONTAINED LANTERNS
	ADDENDUM TO SOW-LNS-174 - SELF CONTAINED LANTERNS, REQUIREMENTS (3)
	TECHNICAL EVALUATION CRITERIA - SOW-LNS-174_SCL
10	ANNEXURE J - SOW-ER-162-PORT OF PORT ELIZABETH-PORT TRAFFIC LIGHTS
	TECHNICAL EVALUATION CRITERIA – SOW-ER-162-PORT TRAFFIC LIGHTS
	SCHEDULE OF REQUIREMENTS - SOW-ER-162-PORT TRAFFIC LIGHTS

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.

Respondent's Signature

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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

Respondent's Signature_____
Date & Company Stamp

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

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

ADDRESS:

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.

DECLARATION OF INTEREST REGARDING PERSONS EMPLOYED BY THE STATE (SBD4)

12. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

- 13. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:**

¹ "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

Respondent's Signature

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- 13.1. Full Name of bidder or his or her representative:
- 13.2. Identity Number:
- 13.3. Position occupied in the Company (director, trustee, shareholder²):
- 13.4. Company Registration Number:
- 13.5. Tax Reference Number:
- 13.6. VAT Registration Number:

13.7. Are you or any person connected with the bidder presently employed by the state?	YES / NO
13.7.1. If so, furnish the following particulars:	
Name of person / director / trustee / shareholder/ member:	.....
Name of state institution at which you or the person connected to the bidder is employed :	.....
Position occupied in the state institution:	.....
Any other particulars:	.....
13.8. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO
13.8.1. If yes, did you attached proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	YES / NO
13.8.2. If no, furnish reasons for non-submission of such proof:	.....
13.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	YES / NO
13.9.1. If so, furnish particulars:	.....
13.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO
13.10.1. If so, furnish particulars:	.....
13.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed	YES / NO

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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by the state who may be involved with the evaluation and or adjudication of this bid?	
13.11.1. If so, furnish particulars:	.....
13.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?	YES / NO
13.12.1. If so, furnish particulars:	.....

The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 14 below.

14. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

BREACH OF LAW

15. 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.

Respondent's Signature

Date & Company Stamp

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, 2017.

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 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	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
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 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) 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)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14

4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	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 .]
EME³	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

³ In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 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.

Respondent's Signature

Date & Company Stamp

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 20 points)

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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 Supplier
- Other Suppliers, 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, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 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 10: CERTIFICATE OF ATTENDANCE OF COMPULSORY RFP BRIEFING

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*
attended the RFP briefing in respect of the proposed Goods/Services to be rendered in terms of this RFP on
_____ 20____

TRANSNET’S REPRESENTATIVE

RESPONDENT’S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

NOTE:

This certificate of attendance must be filled in duplicate, one copy to be kept by Transnet and the other copy to be kept by the bidder.

Respondent’s Signature

Date & Company Stamp

SECTION 11: SBD 9- CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
2. Transnet will take all reasonable steps to prevent abuse of the supply chain management system and to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
3. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
4. In order to give effect to the above, the following certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

Respondent's Signature

Date & Company Stamp

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, 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
6. 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 consortium⁴ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;

⁴ 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.

Respondent's Signature

Date & Company Stamp

- b. geographical area where product or service 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 bid; or
 - f. bidding with the intention not to win the bid.
8. 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 products or services to which this bid invitation relates.
9. 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.
10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 12: 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 13. **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				

Respondent's Signature

Date & Company Stamp

SECTION 13: 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 DTI 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.....
print).....

Name (in

Date.....

SECTION 14: PROTECTION OF PERSONAL INFORMATION

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Personal 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.

Respondent's Signature

Date & Company Stamp

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



MASTER AGREEMENT

entered into by and between

TRANSNET SOC LTD

and

.....

FOR THE SUPPLY SUPPLY AND DELIVERY OF PE PORT TRAFFIC LIGHTS, FLASHING LONG RANGE LED MARINE BEACONS OR SIMILAR MARINE BEACONS, SELF CONTAINED MARINE LED LANTERNS WITH RANGES BETWEEN 6 – 8 NM AT T=0.74, MARINE RADAR BEACONS (RACONS) AS WELL AS THE MANUFACTURE, SUPPLY AND DELIVERY OF ROTO-MOULDED POLYETHYLENE MARINE NAVIGATIONAL BUOYS, ON A ONCE OFF BASIS.

Agreement Number
Commencement Date
Expiry Date

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1 INTRODUCTION

This Agreement is entered into by and between:

Transnet SOC Ltd [Registration Number 1990/000900/30] whose registered address is [REDACTED], Republic of South Africa [**Transnet**]

and

[REDACTED] [Registration Number [REDACTED]] whose registered address is [REDACTED] [**the Supplier**].

NOW THEREFORE, IT IS AGREED:

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

2 DEFINITIONS

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

- 2.1 **AFSA** means the Arbitration Foundation of South Africa;
- 2.2 **Agreement** means this Agreement and its associated schedules and/or annexures and/or appendices, and/or schedules, including the Schedule of Requirements/Work Orders, the technical specifications for the Goods/Services and such special conditions as shall apply to this Agreement, together with the General Tender Conditions and any additional provisions in the associated bid documents tendered by the Supplier [as agreed, in writing, between the Parties], which collectively and exclusively govern the supply of Goods and provision of ancillary Services by the Supplier to Transnet;
- 2.3 **Background Intellectual Property** means all Intellectual Property introduced and required by either Party to give effect to their obligations under this Agreement owned in whole or in part by or licensed to either Party or their affiliates prior to the Commencement Date or developed after the Commencement Date otherwise pursuant to this Agreement;
- 2.4 **Business Day(s)** means Mondays to Fridays between 07:30 and 16:00, excluding public holidays as proclaimed in South Africa;
- 2.5 **Commencement Date** means, notwithstanding the signature date of this Agreement;
- 2.6 **Confidential Information** means any information or other data, whether in written, oral, graphic or in any other form such as in documents, papers, memoranda, correspondence, notebooks, reports, drawings, diagrams, discs, articles, samples, test results, prototypes, designs, plans, formulae, patents, or inventor's certificates, which a Party discloses or provides to the other

Party [intentionally or unintentionally, or as a result of one Party permitting the representative of the other Party to visit any of its premises], or which otherwise becomes known to a Party, and which is not in the public domain and includes, without limiting the generality of the term:

- a) information relating to methods of operation, data and plans of the disclosing Party;
- b) the contents of this Agreement;
- c) private and personal details of employees or clients of the disclosing Party or any other person where an onus rests on the disclosing Party to maintain the confidentiality of such information;
- d) any information disclosed by either Party and which is clearly marked as being confidential or secret;
- e) information relating to the strategic objectives and planning of the disclosing Party relating to its existing and planned future business activities;
- f) information relating to the past, present and future research and development of the disclosing Party;
- g) information relating to the business activities, business relationships, products, services, customers, clients and Subcontractors of the disclosing Party where an onus rests on the disclosing Party to maintain the confidentiality of such information;
- h) information contained in the software and associated material and documentation belonging to the disclosing Party;
- i) technical and scientific information, Know-How and trade secrets of a disclosing Party including inventions, applications and processes;
- j) Copyright works;
- k) commercial, financial and marketing information;
- l) data concerning architecture, demonstrations, tools and techniques, processes, machinery and equipment of the disclosing Party;
- m) plans, designs, concepts, drawings, functional and technical requirements and specifications of the disclosing Party;
- n) information concerning faults or defects in Goods, equipment, hardware or software or the incidence of such faults or defects; and
- o) information concerning the charges, fees and/or costs of the disclosing Party or its authorised Subcontractors, or their methods, practices or service performance levels actually achieved;

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

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

- 2.9 **Designs** mean registered Designs and/or Design applications and will include the monopoly right granted for the protection of an independently created industrial design including designs dictated essentially by technical or functional considerations as well as topographies of integrated circuits and integrated circuits;
- 2.10 **Expiry Date** means [REDACTED];
- 2.11 **Foreground Intellectual Property** means all Intellectual Property developed by either Party pursuant to this Agreement;
- 2.12 **Goods** means supply and delivery of Port of Port Elizabeth Port traffic lights, flashing long range led marine beacons or similar marine beacons, self contained marine led lanterns with ranges between 6 – 8 nm at t=0.74, marine radar beacons (racons) as well as the manufacture, supply and delivery of roto-moulded polyethylene marine navigational buoys, on a once off basis, the material / products specified in the Schedule of Requirements appended as Schedule 1 hereto;
- 2.13 **ICC Incoterms** means the the latest version of commercial trade terms as published by the International Chamber of Commerce, Paris [ICC], which are otherwise referred to as purchase terms and which define precisely the responsibilities, costs and risks of the buyer [**Transnet**] and the seller [**the Supplier**]. Incoterms are only applicable to contracts involving the import or export of Goods from one country to another and for the purpose of this Agreement, if applicable, shall mean the designated Incoterm as stipulated in Schedule 1 hereto. Further details of the Incoterm [purchase terms] for this Agreement, if applicable, can be viewed at the International Business Training website - <http://www.i-b-t.net/incoterms.html>;
- 2.14 **Intellectual Property** means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world and includes all future additions and improvements to the Intellectual Property;
- 2.15 **Know-How** means all Confidential Information of whatever nature relating to the Intellectual Property and its exploitation as well as all other Confidential Information generally relating to Transnet's field of technology, including technical information, processing or manufacturing techniques, Designs, specifications, formulae, systems, processes, information concerning materials and marketing and business information in general;
- 2.16 **Parties** mean the Parties to this Agreement together with their subsidiaries, divisions, business units, successors-in-title and assigns;
- 2.17 **Party** means either one of these Parties;
- 2.18 **Patents** mean registered Patents and Patent applications, once the latter have proceeded to grant, and includes a right granted for any inventions, products or processes in all fields of technology;
- 2.19 **Permitted Purpose** means any activity or process to be undertaken or supervised by a Staff member of one Party during the term of this Agreement, for which purpose authorised disclosure of the other Party's Confidential Information or Intellectual Property is a prerequisite in order to enable such activity or process to be accomplished;
- 2.20 **Price(s)** means the agreed Price(s) for the Goods/Services to be purchased from the Supplier/Service Provider by Transnet, as detailed in the Schedule of Requirements, issued in accordance with this Agreement, as amended by mutual agreement between the Parties and in accordance with the terms and conditions in this Agreement from time to time;

- 2.21 **Purchase Order(s)** means official orders issued by an operating division of Transnet to the Supplier/Service Provider for the supply of Goods or Services;
- 2.22 **Service Level Agreement** or **SLA** means the processes, deliverables, key performance indicators and performance standards relating to the Goods to be provided by the Supplier;
- 2.23 **Staff** means any partner, employee, agent, consultant, independent associate or contractor, Subcontractor and the staff of such Subcontractor, or other authorised representative of either Party;
- 2.24 **Schedule of Requirements** means Schedule 1 hereto;
- 2.25 **Subcontract** means any contract or agreement or proposed contract or agreement between the Supplier/Service Provider and any third party whereby that third party agrees to provide to the Supplier the Goods or related Services or any part thereof or material used in the manufacture of the Goods or any part thereof;
- 2.26 **Subcontractor** means the third party with whom the Supplier/Service Provider enters into a Subcontract;
- 2.27 **Tax Invoice** means the document as required by Section 20 of the VAT Act, as may be amended from time to time;
- 2.28 **Trade Marks** mean registered Trade Marks and Trade Mark applications and include any sign or logo, or combination of signs and/or logos capable of distinguishing the goods or services of one undertaking from those of another undertaking;
- 2.29 **VAT** means Value-Added Tax chargeable in terms of the VAT Act, 89 of 1991, as may be amended from time to time; and
- 2.30 **VAT Act** means the Value Added Tax Act, No 89 of 1991, as may be amended from time to time.

3 INTERPRETATION

- 3.1 Clause headings in this Agreement are included for ease of reference only and do not form part of this Agreement for the purposes of interpretation or for any other purpose. No provision shall be construed against or interpreted to the disadvantage of either Party hereto by reason of such Party having or being deemed to have structured or drafted such provision.
- 3.2 Any term, word or phrase used in this Agreement, other than those defined under the clause heading "*Definitions*" shall be given its plain English meaning, and those terms, words, acronyms, and phrases used in this Agreement will be interpreted in accordance with the generally accepted meanings accorded thereto.
- 3.3 A reference to the singular incorporates a reference to the plural and *vice versa*.
- 3.4 A reference to natural persons incorporates a reference to legal persons and *vice versa*.
- 3.5 A reference to a particular gender incorporates a reference to the other gender.

4 NATURE AND SCOPE

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

- 4.2 Such Purchase Orders and deliveries to Transnet shall be agreed between the Parties from time to time, subject to the terms of the Schedule of Requirements/Work Order.
- 4.3 Each properly executed Purchase Order forms an inseparable part of this Agreement as if it were fully incorporated into the body of this Agreement.
- 4.4 During the period of this Agreement, both Parties can make written suggestions for amendments to the Schedule of Requirements/Work Orders in accordance with procedures set out in clause 32 *[Amendment and Change Control]*. A Party will advise the other Party within 14 [fourteen] Business Days, or such other period as mutually agreed, whether the amendment is acceptable.
- 4.5 Insofar as any term, provision or condition in the Schedule of Requirements/Work Order conflicts with a like term, provision or condition in this Agreement and/or a Purchase Order, the term or provision or condition in this Master Agreement shall prevail, unless such term or provision or condition in this Master Agreement has been specifically revoked or amended by mutual written agreement between the Parties.
- 4.6 Time will be of the essence and the Supplier/Service Provider will perform its obligations under this Agreement in accordance with the timeframe(s) [if any] set out in the relevant schedule, save that the Supplier/Service Provider will not be liable under this clause if it is unable to meet such obligation within the time required as a direct result of any act or omission by Transnet and it has used its best endeavours to advise Transnet of such act or omission. In the event of such delay, any time deadlines detailed in the relevant schedule shall be extended by a period equal to the period of that delay.

5 AUTHORITY OF PARTIES

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

6 DURATION/TERM AND CANCELLATION

- 6.1 Notwithstanding the date of signature hereof, the Commencement Date if this Agreement is [REDACTED] and the duration shall be for a [REDACTED] [REDACTED] year period, expiring on [REDACTED], unless:
 - a) this Agreement is terminated by either Party in accordance with the provisions incorporated herein or in any schedules or annexures appended hereto, or otherwise in accordance with law or equity; or
 - b) this Agreement is extended at Transnet's option for a further period to be agreed by the Parties.
- 6.2 Notwithstanding clause 19 *[Breach and Termination]*, either Party may cancel this Agreement without cause by giving 30 [thirty] calendar days prior written notice thereof to the other Party,

provided that in such instance, this Agreement will nevertheless be applicable in respect of all Purchase Orders which have been placed prior to the date of such cancellation.

7 RISK MANAGEMENT

- 7.1 Where Transnet determines appropriate, within 2 weeks from the date of contract signature, the Parties are to meet to prepare and maintain a contract Risk Register. The Risk Register shall include a description of the risks and a description of the actions which are to be taken to avoid or reduce these risks which both Parties shall jointly determine.
- 7.2 Contract progress meetings shall be held monthly, or unless otherwise agreed between the Parties in writing. The purposes of these progress meetings shall be to capture the number of late deliverables against agreed milestones, actual costs against payment plans, performance issues or concerns, contract requirements not achieved, the status of previous corrective actions and risk management. Minutes of meetings shall be maintained and signed off between the Parties throughout the contract period

8 TRANSNET'S OBLIGATIONS

- 8.1 Transnet undertakes to promptly comply with any reasonable request by the Supplier/Service Provider for information, including information concerning Transnet's operations and activities, that relates to the Goods/Services as may be necessary for the Supplier/Service Provider to provide the Goods/Services, but for no other purpose. However, Transnet's compliance with any request for information is subject to any internal security rules and requirements and subject to the observance by the Supplier/Service Provider of its confidentiality obligations under this Agreement.
- 8.2 The Supplier/Service Provider shall give Transnet reasonable notice of any information it requires.
- 8.3 Transnet agrees to provide the Supplier/Service Provider or its Personnel such access to and use of its facilities as is necessary to allow the Supplier/Service Provider to perform its obligations under this Agreement.

9 GENERAL OBLIGATIONS OF THE SUPPLIER/SERVICE PROVIDER

- 9.1 The Supplier/Service Provider shall:
 - a) respond promptly to all complaints and enquiries from Transnet;
 - b) inform Transnet immediately of any dispute or complaint arising in relation to the storage or delivery of the Goods;
 - c) conduct its business in a professional manner which will reflect positively upon the 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.

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

- a) render the supply of the Goods/Services and ancillary Services (if applicable) and perform all its duties with honesty and integrity;
- b) communicate openly and honestly with Transnet regarding the supply and performance of the Goods/Services and demonstrate a commitment to effecting the supply and performing ancillary Services timeously, efficiently and at least to the required standards;
- c) endeavour to provide the highest possible standards of service and workmanship, with a reasonable degree of care and diligence;
- d) use its best endeavours and make every diligent effort to meet agreed deadlines;
- e) treat its own Staff, as well as all Transnet's Staff, with fairness and courtesy and respect for their human rights;
- f) practice and promote its own internal policies aimed at prohibiting and preventing unfair discrimination;
- g) treat all enquiries from Transnet in connection with the supply of the Goods/Services and/or ancillary Services with courtesy and respond to all enquiries promptly and efficiently. Where the Supplier/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;
- h) when requested by Transnet, provide clear and accurate information regarding the Supplier's/Service Provider's own policies and procedures, excluding Know-How and other

Confidential Information, except where a non-disclosure undertaking has been entered into between the Parties;

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

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

10 B-BBEE AND SOCIO-ECONOMIC OBLIGATIONS

10.1 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 Supplier's/Service Provider's B-BBEE status which is less than what it was at the time of its appointment including the impact thereof; and
 - (ii) a corporate or internal restructure or change in control of the 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 19.
- e) In the event there is a change in the Supplier's/ Service Provider's B-BBEE status, then the provisions of clause 19 shall apply.

10.2 **Green Economy/Carbon Footprint**

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

11 INVOICES AND PAYMENT

- 11.1 Transnet shall pay the Supplier/Service Provider the amounts stipulated in each Purchase Order/Work Order, subject to the terms and conditions of this Agreement.
- 11.2 Transnet shall pay such amounts to the Supplier/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 Supplier/Service Provider for the delivery of the Goods/Services ordered, in terms of clause 11.5 below.
- 11.3 Transnet may, pending an investigation, withhold any payments to the Supplier/Service Provider, in the case where irregular expenditure has been identified in the particular contract and that there is reasonable suspicion that the Supplier/Service Provider is involved or was aware that the contract transgressed any legislation.

- 11.4 All Prices set out in this Agreement and the Schedule of Requirements hereto are to be indicated inclusive and exclusive of VAT, which will be payable at the applicable rate in ZAR.
- 11.5 Unless otherwise provided for in the Schedule of Requirements appended to this Agreement, Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by Transnet within 30 [thirty] calendar days after date of receipt by Transnet of the Supplier's/Service Provider's statement together with the relevant valid and undisputed Tax Invoice(s) and supporting documentation.
- 11.6 Where the payment of any Tax Invoice, or any part of a Tax Invoice which is not in dispute, is not made in accordance with this clause, the 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.
- 11.7 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.

12 PRICE ADJUSTMENTS

- 12.1 Prices for Goods/Services supplied in terms of this Agreement shall be subject to review as indicated in the Schedule of Requirements/Works Order annexed hereto.
- 12.2 No less than 2 [two] months prior to any proposed Price adjustment, the Parties shall commence negotiations for Prices for the next period or as otherwise indicated in Schedule 1 hereto. The Parties shall have regard for market-related pricing of equivalent goods, continuous improvement initiatives, costs [including labour, raw materials and transport/delivery], order size and frequency and changes to the specification of the Goods/Services.
- 12.3 Pursuant to clause 12.2 above, the Supplier/Service Provider shall keep full and accurate records of all costs associated with the supply of the Goods/Services to Transnet, in a form to be approved in writing by Transnet. The Supplier/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.
- 12.4 Should Transnet and the Supplier/Service Provider fail to reach an agreement on Price for the successive period, either Party shall be entitled to submit this matter to dispute resolution in accordance with clause 29 of the Master Agreement [Dispute Resolution].
- 12.5 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

**TRANSNET NATIONAL PORTS AUTHORITY**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP] [GOODS]

FOR THE SUPPLY AND DELIVERY OF PE PORT TRAFFIC LIGHTS, FLASHING LONG RANGE LED MARINE BEACONS OR SIMILAR MARINE BEACONS, SELF CONTAINED MARINE LED LANTERNS WITH RANGES BETWEEN 6 – 8 NM AT T=0.74, MARINE RADAR BEACONS (RACONS) AS WELL AS THE MANUFACTURE, SUPPLY AND DELIVERY OF ROTO-MOULDED POLYETHYLENE MARINE NAVIGATIONAL BUOYS, ON A ONCE OFF BASIS.

RFP NUMBER	TNPA 986
ISSUE DATE:	10 DECEMBER 2021
COMPULSORY MEETING	18 JANUARY 2022
CLOSING DATE:	04 FEBRUARY 2022
CLOSING TIME:	12:00 PM
BID VALIDITY PERIOD:	90 BUSINESS DAYS FROM CLOSING DATE

SCHEDULE OF BID DOCUMENTS

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- ANNEXURE E - SUPPLIER DECLARATION FORM
- ANNEXURE F - SOW-LNS-176 - POLYETHYLENE BUOYS_REV1
 - SOW-LNS-176(A) - SCHEDULE OF REQUIREMENTS, PORTS
 - SOW-LNS-176(B) - SCHEDULE OF REQUIREMENTS, PETINGO BUOYS
 - TECHNICAL EVALUATION CRITERIA - SOW-LNS-176_BUOYS

Respondent's Signature

Date & Company Stamp

- ANNEXURE G - SOW-LNS-175 - LONG RANGE LED BEACONS, LNS LIGHTHOUSES
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Respondent's Signature

Date & Company Stamp

RFP FOR THE SUPPLY AND DELIVERY OF PE PORT TRAFFIC LIGHTS, FLASHING LONG RANGE LED MARINE BEACONS OR SIMILAR MARINE BEACONS, SELF CONTAINED MARINE LED LANTERNS WITH RANGES BETWEEN 6 – 8 NM AT T=0.74, MARINE RADAR BEACONS (RACONS) AS WELL AS THE MANUFACTURE, SUPPLY AND DELIVERY OF ROTO-MOULDED POLYETHYLENE MARINE NAVIGATIONAL BUOYS, ON A ONCE OFF BASIS

SECTION 1: SBD1 FORM

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET NATIONAL PORTS AUTHORITY, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TNPA 986	ISSUE DATE:	10/12/2021	CLOSING DATE:	04/02/2022	CLOSING TIME:	12:00 PM
DESCRIPTION	RFP FOR THE SUPPLY AND DELIVERY OF PE PORT TRAFFIC LIGHTS, FLASHING LONG RANGE LED MARINE BEACONS OR SIMILAR MARINE BEACONS, SELF CONTAINED MARINE LED LANTERNS WITH RANGES BETWEEN 6 – 8 NM AT T=0.74, MARINE RADAR BEACONS (RACONS) AS WELL AS THE MANUFACTURE, SUPPLY AND DELIVERY OF ROTO-MOULDED POLYETHYLENE MARINE NAVIGATIONAL BUOYS, ON A ONCE OFF BASIS						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
THE SECRETARIAT							
LOCAL ACQUISITION COUNCIL							
GREEN POINT LIGHTHOUSE TENDER BOX							
100 BEACH ROAD							
MOUILLE POINT							
CAPE TOWN							
8005							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	BHEKI MHLONGO			CONTACT PERSON	BHEKI MHLONGO		
TELEPHONE NUMBER	021 449 3708			TELEPHONE NUMBER	021 449 3708		
FACSIMILE NUMBER	086 540 6351			FACSIMILE NUMBER	086 540 6351		
E-MAIL ADDRESS	Bhek.Mhlongo@transnet.net			E-MAIL ADDRESS	Bhek.Mhlongo@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							

Respondent's Signature

Date & Company Stamp

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

PART B TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS
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

Respondent's Signature

Date & Company Stamp

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	Supply, delivery and delivery of PE Port Traffic Lights, Flashing Long Range LED Marine Beacons or similar Marine Beacons, self-contained Marine LED lanterns with ranges between 6 – 8 NM AT T=0.74, Marine Radar Beacons (Racons) as well as the manufacture, supply as well as the delivery of Roto-Moulded Polyethylene Marine Navigational Buoys, on a once off basis [the Goods]
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	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> • Click on "Tender Opportunities"; • Select "Advertised Tenders"; • In the "Department" box, select Transnet SOC Ltd. <p>Once the tender has been located in the list, click on the "Tender documents" tab and process to download all uploaded documents.</p> <p>The RFP may also be downloaded from the Transnet website at www.transnet.net free of charge. To access the Transnet e-Tender portal, please click here.</p> <p>To download RFP and Annexures,</p> <ul style="list-style-type: none"> • Scroll towards the bottom right hand side of the page, • On the blue window click on 'Transnet SOC Ltd' or Select Operating Division.
COMMUNICATION	<p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
ISSUE AND COLLECTION DATE DEADLINE	Bidders are to note that the RFP documents will be available for download from 13 December until 17 January 2022.
BRIEFING SESSION	<p>Yes – Compulsory</p> <p>Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address: Bheki.mhlongo@transnet.net.</p> <p>This is to ensure that Transnet may make the necessary arrangements for the briefing session.</p> <p>Refer to paragraph 2 for details.</p>
CLOSING DATE	12:00 pm on Friday 04 February 2022

Respondent's Signature

Date & Company Stamp

	Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
BID OPENING	A public opening will not be held for this bid, however Respondents will be provided with a copy of the opening register indicating the names of the Respondents, upon request.
VALIDITY PERIOD	90 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 compulsory pre-proposal RFP briefing will be conducted at Green Point Lighthouse, 100 Beach Road, Mouille Point, Cape Town, 8005 on the **18th January 2022**, at 10:00 am for a period of ± 2 hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 *A Certificate of Attendance in the form set out in Section 10 hereto must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** site meeting and/or RFP briefing.*
- 2.2 Respondents failing to attend the compulsory RFP briefing will be disqualified.
- 2.3 Respondents are encouraged to bring a copy of the RFP to the site meeting and/or RFP briefing.

3 PROPOSAL SUBMISSION

Proposals must be addressed on the cover as follows:

Name of delegated Transnet recipient

RFP No: TNPA 986

Description: SUPPLY AND DELIVERY OF PE PORT TRAFFIC LIGHTS, FLASHING LONG RANGE LED MARINE BEACONS OR SIMILAR MARINE BEACONS, SELF CONTAINED MARINE LED LANTERNS WITH RANGES BETWEEN 6 – 8 NM AT T=0.74, MARINE RADAR BEACONS (RACONS) AS WELL AS THE MANUFACTURE, SUPPLY AND DELIVERY OF ROTO-MOULDED POLYETHYLENE MARINE NAVIGATIONAL BUOYS, ON A ONCE OFF BASIS

Closing date and time: 04 FEBRUARY 2022 @ 12:00PM

Closing address: TRANSNET NATIONAL PORTS AUTHORITY TENDER BOX
GREEN POINT LIGHTHOUSE
100 BEACH ROAD
MOUILLE POINT
CAPE TOWN

8005

4 RFP INSTRUCTIONS

- 4.1 The measurements of the "tender slot" are 350mm wide x 200mm high. Bid responses which are larger than the dimensions mentioned must be split into two or more files and clearly marked. **Transnet will not be held responsible if bid documents do not comply with the mentioned dimensions and Respondents experience difficulty in submitting their bids as a result.**
- 4.2 It should also be noted that the above tender box is located inside the Lighthouse building accessible to the public from 08:00 am until 04:30 pm business working days only.
- 4.3 Proposals must be submitted in duplicate hard copies [1 original and 1 copy] and must be bound.
- 4.4 Sign one set of original documents [sign, stamp and date the bottom of each page]. This set will serve as the legal and binding copy. A duplicate set of documents is also required. This second set must be a copy of the original signed Proposal.
- 4.5 Both sets of documents are to be submitted to the address specified, and Respondents must ensure that the original and copies (where applicable) are identical in all respects.
- 4.6 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- 4.7 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.
- 4.8 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.

Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card as per the B-BBEE Preferential Procurement Regulations, 2017 preference point scoring.

6 COMMUNICATION

- 6.1 For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted to Bheki.mhlongo@transnet.net before **12:00 pm on 03 December 2021**, substantially in the form

Respondent's Signature

Date & Company Stamp

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 Bhatiani Widzani (BPEC chairperson), at Bhatiani.widzani@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 **Supplier**] 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.

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

11 LEGAL REVIEW

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

12 SECURITY CLEARANCE

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

13 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

Respondent's Signature

Date & Company Stamp

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 inluis
Ethics Management System™

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

				
	<p>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.</p>	<p>What's App Speak to an Agent via What's App.</p>	<p>Speak to an Agent Speak to an Agent via the platform with no call or data charge</p>	<p>Telegram Speak to an Agent via Telegram</p>
 0800 003 056	 086 551 4153	 reportit@ethicshelpdesk.com	 *120*0785990808#	

SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

Aids to Navigation at Various Ports and Lighthouses. These are the breakwater lights, long range marine beacons, polyethylene buoys, self-contained lanterns, port traffic lights and transit line beacons.

Short background of the need

In terms of the recently gazetted Comprehensive Maritime Transport Policy, South Africa is obliged to comply with the International Maritime Organisation (IMO) conventions and protocols relating to pro-active measures for safety of life and property of sea (Clause 200).

These measures include the provision of aids to navigation for the safe and efficient navigation of vessel movements along the coast of South Africa as well as within Port limits. The International obligation for the provision of Aids to Navigation Services is directed by Safety of Life at Sea (SOLAS) Convention V, Regulation 13. The specific mandate for the provision of aids to navigation is further legislated under 78(1) of the National Ports Acts which places the obligation for the provision of this service directly on the National Ports Authority.

TNPA reserves its right to split the award and appoint one suppliers or more suppliers based on the outcome of the evaluation. Bidders should clearly indicate which scope works they are tendering for.

2 EXECUTIVE OVERVIEW

Whereas Transnet is seeking a partner(s) to provide solutions for the supply and delivery of Aids to Navigation at various Ports and Lighthouses, on a once off basis, it also seeks to improve its current processes for providing these Goods to its end user community throughout its locations.

The selected Supplier(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 Supplier(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 Supplier/Service provider(s).
- 2.3 Transnet must receive proactive improvements from the Supplier/Service provider with respect to supply/provision of Goods/Services and related processes.
- 2.4 Transnet's overall competitive advantage must be strengthened by the chosen Supplier/Service provider's leading edge technology and service delivery systems.
- 2.5 Transnet end users must be able to rely on the chosen Supplier/Service provider's personnel for service enquiries, recommendations and substitutions.
- 2.6 Transnet must reduce costs by streamlining its acquisition of Goods/Services, including managed service processes on a Group basis.

3 SCOPE OF REQUIREMENTS

- 3.1 ANNEXURE F - SOW-LNS-176 - POLYETHYLENE BUOYS_REV1
SOW-LNS-176(A) - SCHEDULE OF REQUIREMENTS, PORTS
SOW-LNS-176(B) - SCHEDULE OF REQUIREMENTS, PETINGO BUOYS
TECHNICAL EVALUATION CRITERIA - SOW-LNS-176_BUOYS
- 3.2 ANNEXURE G - SOW-LNS-175 - LONG RANGE LED BEACONS, LNS LIGHTHOUSES
TECHNICAL EVALUATION CRITERIA - SOW-LNS-175_LONG RANGE BEACONS
- 3.3 ANNEXURE H - SOW-ER-158 - EASTERN REGION RACONS
SOW-ER-158A -SCHEDULE OF REQUIREMENTS RACONS_PORTS (003)
SOW-ER-158B - SCHEDULE OF REQUIREMENTS RACONS, LIGHTHOUSES (003)

- 3.4 ANNEXURE I - ADDENDUM TO SOW-LNS-174 - SELF CONTAINED LANTERNS, REQUIREMENTS
SOW-LNS-174 - LNS SELF CONTAINED LANTERNS
TECHNICAL EVALUATION CRITERIA - SOW-LNS-174_SCL
- 3.5 ANNEXURE J - SOW-ER-162-PORT OF PORT ELIZABETH-PORT TRAFFIC LIGHTS
TECHNICAL EVALUATION CRITERIA – SOW-ER-162-PORT TRAFFIC LIGHTS

4 GREEN ECONOMY / CARBON FOOTPRINT

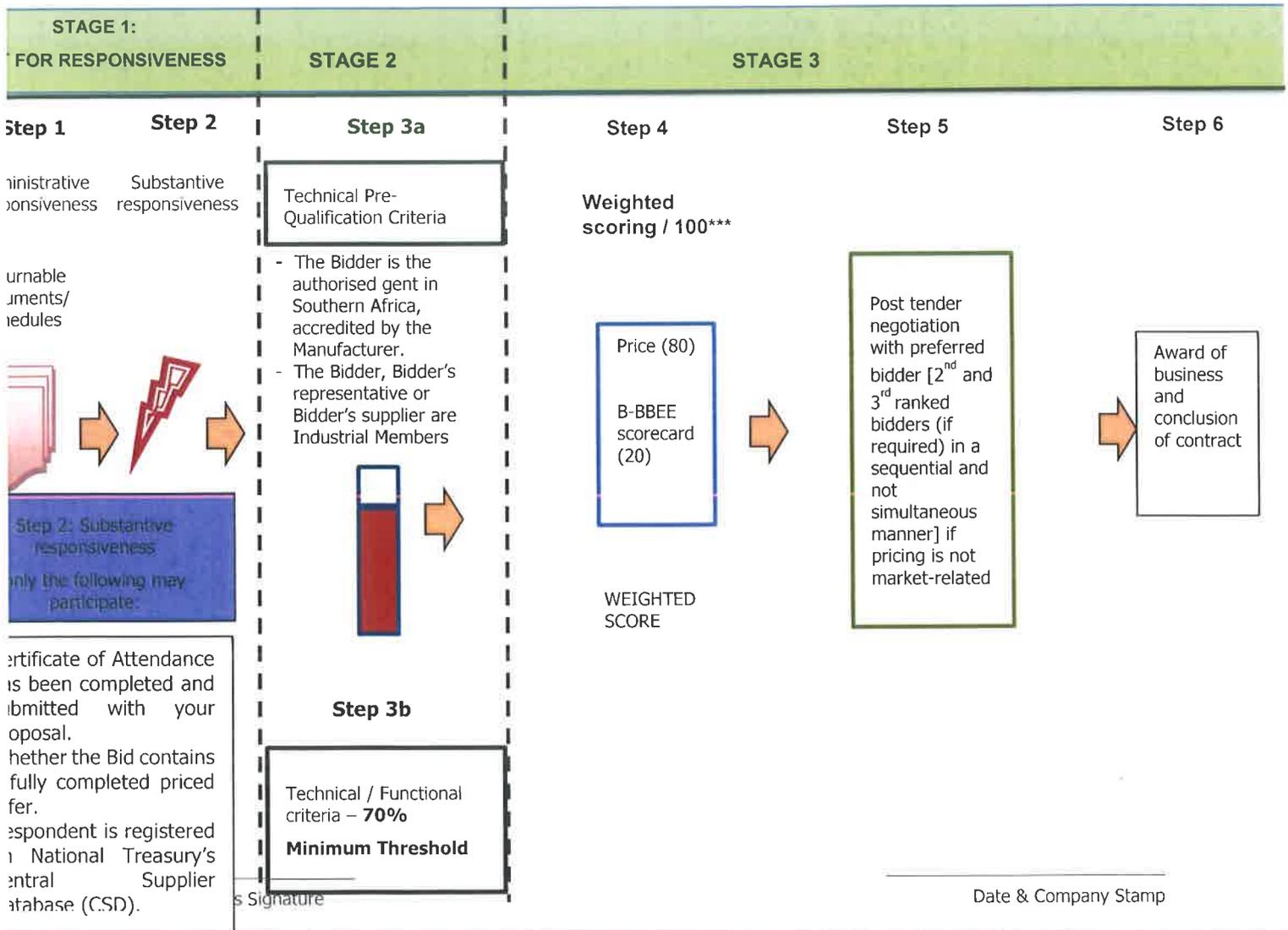
Transnet wishes to have an understanding of your company’s position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity’s policies in this regard.*

5 GENERAL SUPPLIER OBLIGATIONS

- 5.1 The Supplier(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 5.2 The Supplier(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 Supplier:
Transnet will utilise the following methodology and criteria in selecting a preferred Supplier:



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

6.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
<ul style="list-style-type: none"> Whether the Bid has been lodged on time 	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time 	<i>Section 5</i>
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	<i>Section 5</i>
<ul style="list-style-type: none"> 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
<ul style="list-style-type: none"> Whether a Certificate of Attendance has been completed and submitted with your Proposal as proof of attendance required for compulsory RFP briefing 	<i>Section 10</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule 	<i>Section 4</i>
<ul style="list-style-type: none"> Whether the Respondent is registered on National Treasury's Central Supplier Database (CSD) 	Clause 13 of the RFP Document

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 (A):

- The Bidder is an authorised agent in Southern Africa, accredited by the Manufacturer of the Aids to Navigation (AtoN) proposed.
- The Bidder, Bidder's representative or Bidder's supplier are Industrial Members of IALA (International Association of Marine Aids to Navigation and Lighthouse Authority)

Respondent's Signature

Date & Company Stamp

STEP THREE (B):**6.4 Minimum Threshold 70% for Technical Criteria**

TECHNICAL EVALUATION CRITERIA - SOW-LNS-176_BUOYS

TECHNICAL EVALUATION CRITERIA - SOW-LNS-175_LONG RANGE BEACONS

TECHNICAL EVALUATION CRITERIA - SOW-ER-158 - EASTERN REGION RACONS

TECHNICAL EVALUATION CRITERIA - SOW-LNS-174_SCL

TECHNICAL EVALUATION CRITERIA – SOW-ER-162-PORT TRAFFIC LIGHTS

6.5 STEP FOUR: Evaluation and Final Weighted Scoring**a) Price Criteria [Weighted score 80 points]:**

Evaluation Criteria	RFP Reference
• Commercial offer	<i>Section 4</i>
• Price adjustment conditions / factors • Exchange rate exposure	<i>Section 4</i>

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

Where:

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Score for the Bid under consideration*Pt* = Price of Bid under consideration*Pmin* = Price of lowest acceptable Bid**Broad-Based Black Economic Empowerment criteria [Weighted score 20 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.

6.6 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Percentage [%]
Technical / functionality	70

Evaluation Criteria	Final Weighted Scores
Price	80
B-BBEE - Scorecard	20
TOTAL SCORE:	100

6.7 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).

6.8 STEP SIX: Award of business and conclusion of contract

- Immediately after approval to award the contract has been received, the successful or preferred bidder(s) will be informed of the acceptance of his/their Bid either by way of a Letter of Award or Letter of Intent where Transnet will negotiate any final terms and conditions of the contract with the successful Respondent(s). Thereafter the final contract will be concluded with the successful Respondent(s).
- Otherwise, a final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

Respondent's Signature

Date & Company Stamp

SCHEDULE OF REQUIREMENTS SOW-LNS-176(a) - PORTS

PORT OF RICHARDS BAY		
ITEM	QUANTITY	DESCRIPTION
1		Special Marker Buoy, Yellow, conical shaped 2.6m diameter, focal height between 3.5m and 4m for buoy C15 and buoy 30 delivered to and assembled at LNS Richards Bay Workshop, 2 Pioneer Road Small Craft Harbour, Port of Richards Bay.
1.1	2	Special Marker Buoy, Yellow, conical shaped, complete with daymarkers and top markers as per Specification No SOW-LNS-176.
1.2	1	Additional Yellow, 'X' Diagonal Cross shaped top marker to match & fit the buoy required as per item 1.1.
1.3	2	Complete Traditional Mooring system excluding sinker to accommodate water depth of 20m. Synthetic moorings are not desired for this application.
2		Lateral Marker Buoy, green, conical shaped 2.6m diameter, focal height between 3.5m and 4m for buoy 21 delivered to and assembled at LNS Richards Bay Workshop, 2 Pioneer Road Small Craft Harbour, Port of Richards Bay.
2.1	1	Lateral Marker buoy, green, conical shaped, complete with daymarkers and top markers as per Specification No. SOW-LNS-176.
2.2	1	Additional green top marker to match and fit the buoy required as per item 2.1.
2.3	1	Complete Traditional Mooring system excluding sinker to accommodate water depth of 20m. Synthetic moorings are not desired for this application.
PORT OF PORT OF DURBAN		
3		Special Marker Buoy, yellow, conical shaped 2.6m diameter, focal height between 3.5 and 4m for turning basin buoys delivered to and assembled at LNS Durban Workshop, 4 Bayhead Road, Port of Durban.
2.1	3	Special Marker buoy, yellow, conical shaped, complete with daymarkers and top markers as per Specification No. SOW-LNS-176.
2.2	1	Additional Yellow, 'X' Diagonal Cross shaped top marker to match and fit the buoy required as per item 1.1.
1.3	3	Complete Traditional Mooring system excluding sinker to accommodate water depth of 10m. Synthetic moorings are not desired for this application.
PORT OF PORT OF SALDANHA		
4		Special Marker Buoy, yellow, conical shaped 2.5/6m diameter, 4m focal height for east boundary buoy delivered to and assembled at LNS Saldanha Workshop, Small Craft harbour, Port of Saldanha.
4.1	1	Special Marker buoy, yellow, conical shaped, complete with daymarkers and top markers as per Specification No. SOW-LNS-176.
4.2	1	Additional Yellow, 'X' Diagonal Cross shaped top marker to match & fit the buoy required as per item 4.1.
5		Lateral Marker Buoy, green, conical shaped 2.5/6m diameter, focal height between 4m for buoy delivered to and assembled at LNS Workshop Saldanha, Small Craft Harbour, Saldanha Port. Channel MPT A1
5.1	1	Lateral Marker Buoy, green, conical shaped, complete with daymarkers and top markers as per Specification No. SOW-LNS-176.
5.2	1	Additional green top marker to match and fit the buoy required as per item 5.1.
6		Lateral Marker Buoy, red, can shaped 2.5/6m Diameter, focal height 4m for buoy delivered to and assembled at LNS Workshop Saldanha, Small Craft Harbour, Saldanha Port. Channel MPT A2
6.1	1	Lateral Marker buoy, red, can shaped, complete with daymarkers and top markers as per Specification No. SOW-LNS-176.
6.2	1	Additional red top marker to match and fit the buoy required as per item 6.1.

Respondent's Signature

Date & Company Stamp

TOTAL PRICE, exclusive of VAT:

VAT 15% (if applicable)

Total Inclusive of VAT (where applicable)

PETINGO BUOYS		
ITEM	QUANTITY	DESCRIPTION
1		Cardinal Marker Buoys, Polyethelene top structure and stainless steel chassis and lifting eyes conical shaped 3.0m diameter, focal height between 5 and 6m for Petingo East and West delivered to and assembled at LNS Richards Bay Workshop 2 Pioneer Road, Small Craft Harbour, Port of Richards Bay.
1.1	1	West Cardinal Buoy, conical shaped, complete with daymarkers and top markers in accordance with IALA MBS and as per Specification No. SOW-LNS-176.
1.2	1	East Cardinal Buoy, conical shaped, complete with daymarkers and top markers in accordance with IALA MBS and as per Specification No. SOW-LNS-176.
1.3	2	Complete traditional mooring system excluding sinker to accommodate water depth of 20m. Synthertic moorings are not desired for this application
1.4	2	5-8Nm self contained lantern with GPS,GSM and AIS and 10 degree divergence

TOTAL PRICE, exclusive of VAT:

VAT 15% (if applicable)

Total Inclusive of VAT (where applicable)

Respondent's Signature

Date & Company Stamp

**SCHEDULE OF REQUIREMENTS FOR THE SUPPLY AND DELIVERY OF LONG RANGE LED
MARINE BEACONS**

LONG RANGE LED MARINE BEACONS		
ITEM	QUANTITY	DESCRIPTION
1		Supply and Delivery of Long Range LED Marine Beacons
1.1	1	Cape Columbine Long Range LED marine beacon as per Specification No. SOW-LNS-175.
1.2	1	Slangkoppunt Long Range LED marine beacon as per Specification No. SOW-LNS-175.
1.3	1	Cape Point Long Range LED marine beacon as per Specification No. SOW-LNS-175.
1.4	1	Cape Point Long Range LED marine beacon as per Specification No. SOW-LNS-175.
1.5	1	Cape Agulhas Long Range LED marine beacon as per Specification No. SOW-LNS-175.
1.6	1	Hood Point Long Range LED marine beacon as per Specification No. SOW-LNS-175.
1.7	1	Great Fish Point Long Range LED marine beacon as per Specification No. SOW-LNS-175.
1.8	1	Cape St. Francis Long Range LED marine beacon as per Specification No. SOW-LNS-175.

Delivery Addresses

Regional Manager
LNS Port Elizabeth Workshop
Port of Port Elizabeth
PORT ELIZABETH, 6001

Regional Manager
LNS Cape Town Workshop
1 Coode Crescent Road
CAPE TOWN, 8000

TOTAL PRICE, exclusive of VAT:

VAT 15% (if applicable)

Total Inclusive of VAT (where applicable)

1. Location: Lighthouse and Navigational Systems Durban Workshop		
1.1	3	Racon as in accordance with Specification No. SOW-ER-158.
1.2	3	Sets of manuals and drawings as in accordance with Specification no. SOW-ER-158, clause 3.0.
1.3	2	Set of tools and test equipment as in accordance with Specification No. SOW-ER-158, clause 5.0.
1.4	1	Set of spares as in accordance with Specification no. SOW-ER-158, clause 6.0.

NOTES	
A	The following morse codes are required: <ul style="list-style-type: none"> • Durnford - "O" • Widenham - "K" • Scottburgh - "G"
C	Delivery address Regional Manager: Lighthouse and Navigational Systems LNS Durban Workshop 4 Bayhead Road Durban KwaZulu Natal

TOTAL PRICE, exclusive of VAT:

VAT 15% (if applicable)

Total Inclusive of VAT (where applicable)

Respondent's Signature

Date & Company Stamp

**SCHEDULE OF REQUIREMENTS FOR THE SUPPLY OF MARINE
RADAR BEACONS (RACONS)**

1. Location: Lighthouse and Navigational Systems Durban Workshop		
1.1	3	Racon as in accordance with Specification No. SOW-ER-158.
1.2	3	Sets of manuals and drawings as in accordance with Specification no. SOW-ER-158, clause 3.0.
1.3	2	Set of tools and test equipment as in accordance with Specification No. SOW-ER-158, clause 5.0.
1.4	2	Set of spares as in accordance with Specification no. SOW-ER-158, clause 6.0.

NOTES	
A	The following morse codes are required: <ul style="list-style-type: none"> • Port of Richards Bay - "N" • Port of Coega -- "T" • 1 x Spare
C	Delivery address Regional Manager: Lighthouse and Navigational Systems LNS Durban Workshop 4 Bayhead Road Durban KwaZulu Natal

TOTAL PRICE, exclusive of VAT:

VAT 15% (if applicable)

Total Inclusive of VAT (where applicable)

Respondent's Signature

Date & Company Stamp

<u>LIGHTHOUSE AND NAVIGATIONAL SYSTEMS SELF-CONTAINED LED LANTERNS SCHEDULE OF REQUIREMENTS</u>									
Location	Description of lights	Colour	Range	No. of Tiers	Divergence degree	GPS Synchronised	GSM Compatibility	Mounting arrangements 3 or 4 hole	Quantity
Port of Port Nolloth	Bell buoy	White	6-8Nm	Multi LED	10°	Yes	Yes	Both	1
	Channel buoy	Red							1
	Channel buoy	Green							1
	Turning buoy	Amber							1
Port of Saldanha	Lateral buoy	White	6-8Nm	Multi LED	10°	Yes	Yes	Both	2
	Channel buoy	Red							2
	Channel buoy	Green							2
	Turning buoy	Amber							2
Port of Mosselbay	Marking buoy	Amber	6-8Nm	Multi LED	10°	Yes	Yes	Both	1
Port of Durban	Main entrance channel	Green	6-8Nm	Multi LED	10°	Yes	Yes	Both	5
	Main entrance channel	Red							5
	Fairway Buoy	White							2
Port of Richards Bay	Main channel	Green	6-8Nm	Multi LED	10°	Yes	Yes	Both	4
	Main channel	Red							5
	Wreck marker	White							2
	Wave rider	Yellow							2
	Petingo Buoys	White							2

TOTAL PRICE, exclusive of VAT:

VAT 15% (if applicable)

Total Inclusive of VAT (where applicable)

Respondent's Signature

Date & Company Stamp

SCHEDULE OF REQUIREMENTS FOR THE SUPPLY AND DELIVERY OF LONG RANGE MULTI-TIERED LED MARINE BEACONS TO BE USED AS PORT TRAFFIC LIGHTS

LONG RANGE LED MARINE BEACONS		
ITEM	QUANTITY	DESCRIPTION
1		Supply and Delivery of Multi-tiered LED Marine Beacons to be used as Port Traffic Lights in the Port of Port Elizabeth
1.1	1	Multi-tiered LED marine beacon system as per Specification No. SOW-ER-162.

TOTAL PRICE, exclusive of VAT:

VAT 15% (if applicable)

Total Inclusive of VAT (where applicable)

Respondents are to note that Transnet will round off final pricing scores to the nearest 2 (two) decimal places.

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) 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.

Respondent's Signature

Date & Company Stamp

- f) Where a Respondent's price(s) includes imported content, the rate of exchange to be used must be the currency's rate published by the South African Reserve Bank on the date of the advertisement of the bid:
Currency rate of exchange utilised: _____
- g) Manufacturing and delivery lead time calculated from date of receipt of purchase order: _____ weeks.
- h) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 2, clause 1]

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 and preferences claimed 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.

1.1 _____

2. MANUFACTURERS

The Respondents must state hereunder the actual manufacturer(s) of the Goods tendered for:

2.1 Local Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

2.2 Foreign Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

3. INSPECTION DETAILS

The Respondents must state the actual name(s) and address/addresses of the suppliers of the Goods for inspection purposes only:

3.1 Local Manufacturer(s)

RFP ITEM NO.	NAME	BUSINESS ADDRESS

Respondent's Signature

Date & Company Stamp

3.2 Foreign Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

4. IMPORTED CONTENT

The Respondents must state hereunder the value and percentage of the imported content as well as the country of origin in respect of each item tendered for:

RFP ITEM NO / DESCRIPTION.	VALUE	% COST	COUNTRY OF ORIGIN

Note: Where more than one country is applicable to one item, the Respondents must furnish this information separately.

5. EXCHANGE AND REMITTANCE

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

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

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

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

5.4 Beneficiary details:

Name [Account holder] _____

Bank [Name and branch code] _____

Swift code _____

Country _____

5.5 _____ [Applicable base date of Exchange Rate used]

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

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

Respondent's Signature

Date & Company Stamp

6. EXPORT CREDIT AGENCY SUPPORTED FINANCE

In order to finance its payment obligations under a future contract where foreign transactions are involved, Transnet may consider raising debt financing [an **ECA Facility**] from one or more banks or financial institutions, with the benefit of export credit agency [**ECA**] credit support to be provided by an ECA.

Under such circumstances the successful Respondent will agree to undertake:

- a) to provide [and/or cause the Parent/OEM to provide, as applicable] to Transnet and the banks and financial institutions that may participate in the ECA Facility all such assistance as an importer of Goods and/or Services, which are eligible for ECA credit supported finance by an ECA, is generally required to provide for the purposes of obtaining ECA support;
- b) not to do or [as Supplier of the relevant eligible Goods or services] omit to do anything, which may adversely affect Transnet's prospects of qualifying for or, once obtained, maintaining ECA credit support by an ECA in respect of an ECA Facility.

All cost, expenses, charges and liabilities incurred by Transnet in establishing an ECA Facility with credit support from an Export Credit Agency, may be for the account of Transnet.

7. NATIONAL RAILWAY SAFETY REGULATOR ACT

In compliance with the National Railway Safety Regulator Act, 16 of 2002, the successful Respondent [**the Supplier**] shall ensure that the Goods to be supplied to Transnet, under the terms and conditions of a contract between the parties, comply fully with the specifications as set out in Annexure F - J of this RFP, and shall also adhere to railway safety requirements and/or regulations [as applicable]. Permission for the engagement of a subcontractor by the Supplier, as applicable, both initially and during the course of a contract, shall be subject to a review of the capability of the proposed subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its subcontractor shall grant Transnet access, during the term of the contract, to review any safety-related activities, including the coordination of such activities across all parts of the organisation.

Accepted:

YES	
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NO	
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8. SERVICE LEVELS

- 8.1 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.
- 8.2 Transnet will have once a month reviews with the Supplier's account representative on an on-going basis.
- 8.3 Transnet reserves the right to request that any member of the Supplier's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 8.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:

- a) Random checks on compliance with quality/quantity/specifications
- b) On-time delivery

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

8.5 The Supplier/Service provider must provide a telephone number for customer service calls.

8.6 Failure of the Supplier/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 Supplier of its intention to do so.

Acceptance of Service Levels:

YES	
------------	--

NO	
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9. TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES

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

Accepted:

YES	
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NO	
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If "yes", please specify details in paragraph 6.2 below.

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

10. 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:

10.1 Quality and specification of Goods/Services delivered:

10.2 Continuity of supply:

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

10.4 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/intent, this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

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

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

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

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

Respondent's Signature

Date & Company Stamp

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 90 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>
--------------------------------	---

Respondent's Signature

Date & Company Stamp

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.

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 10 : Certificate of attendance of compulsory RFP Briefing	
Section 3: Proof that the Bidder is the authorised agent in Southern Africa accredited by Manufacturer of the Aids to Navigation (AtoN) proposed.	
Section 3: The Bidder, Bidder's representative or Bidder's supplier are Industrial Members of IALA (International Association of Marine Aids to Navigation and Lighthouse Authority)	
Section 4 : Pricing and Schedule of Requirements	
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 9 of this RFP	

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]
- Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 9 of this RFP	
- The proposed solution meets or exceeds the technical requirements	
- Tenderer's experience with respect to Aids to Navigation	
- Commercial offer	

Respondent's Signature

Date & Company Stamp

c) Essential Returnable Documents:

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
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 RFP Briefing	
SECTION 11 : SBD 9 - Certificate Of Independent Bid Determination	
SECTION 12 : Job-Creation Schedule	
SECTION 13 : SBD 5 (NIPP)	
SECTION 14 : 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 _____

2 _____

Respondent's Signature

Date & Company Stamp

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	ANNEXURE A - MASTER AGREEMENT
2	ANNEXURE B - TRANSNET'S GENERAL BID CONDITIONS
3	ANNEXURE C - TRANSNET'S SUPPLIER INTEGRITY PACT
4	ANNEXURE D - NON-DISCLOSURE AGREEMENT
5	ANNEXURE E - SUPPLIER DECLARATION FORM
6	ANNEXURE F - SOW-LNS-176 - POLYETHYLENE BUOYS_REV1
	SOW-LNS-176(A) - SCHEDULE OF REQUIREMENTS, PORTS
	SOW-LNS-176(B) - SCHEDULE OF REQUIREMENTS, PETINGO BUOYS
	TECHNICAL EVALUATION CRITERIA - SOW-LNS-176_BUOYS
7	ANNEXURE G - SOW-LNS-175 - LONG RANGE LED BEACONS, LNS LIGHTHOUSES
	TECHNICAL EVALUATION CRITERIA - SOW-LNS-175_LONG RANGE BEACONS
	SCHEDULE OF REQUIREMENTS - SOW-LNS-175_LONG RANGE BEACONS
8	ANNEXURE H - SOW-ER-158 - EASTERN REGION RACONS
	SOW-ER-158A -SCHEDULE OF REQUIREMENTS RACONS_PORTS (003)
	SOW-ER-158B - SCHEDULE OF REQUIREMENTS RACONS, LIGHTHOUSES (003)
9	ANNEXURE I - SOW-LNS-174 - LNS SELF CONTAINED LANTERNS
	ADDENDUM TO SOW-LNS-174 - SELF CONTAINED LANTERNS, REQUIREMENTS (3)
	TECHNICAL EVALUATION CRITERIA - SOW-LNS-174_SCL
10	ANNEXURE J - SOW-ER-162-PORT OF PORT ELIZABETH-PORT TRAFFIC LIGHTS
	TECHNICAL EVALUATION CRITERIA – SOW-ER-162-PORT TRAFFIC LIGHTS
	SCHEDULE OF REQUIREMENTS - SOW-ER-162-PORT TRAFFIC LIGHTS

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.

Respondent's Signature

Date & Company Stamp

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

Respondent's Signature_____
Date & Company Stamp

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

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

ADDRESS:

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.

DECLARATION OF INTEREST REGARDING PERSONS EMPLOYED BY THE STATE (SBD4)

12. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

- 13. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:**

¹ "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

- 13.1. Full Name of bidder or his or her representative:
- 13.2. Identity Number:
- 13.3. Position occupied in the Company (director, trustee, shareholder²):
- 13.4. Company Registration Number:
- 13.5. Tax Reference Number:
- 13.6. VAT Registration Number:

13.7. Are you or any person connected with the bidder presently employed by the state?	YES / NO
13.7.1. If so, furnish the following particulars:	
Name of person / director / trustee / shareholder/ member:	.....
Name of state institution at which you or the person connected to the bidder is employed :	.....
Position occupied in the state institution:	.....
Any other particulars:	.....
13.8. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO
13.8.1. If yes, did you attached proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	YES / NO
13.8.2. If no, furnish reasons for non-submission of such proof:	.....
13.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	YES / NO
13.9.1. If so, furnish particulars:	.....
13.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO
13.10.1. If so, furnish particulars:	.....
13.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed	YES / NO

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

Respondent's Signature

Date & Company Stamp

by the state who may be involved with the evaluation and or adjudication of this bid?	
13.11.1. If so, furnish particulars:	.....
13.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?	YES / NO
13.12.1. If so, furnish particulars:	.....

The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 14 below.

14. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

BREACH OF LAW

15. 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.

Respondent's Signature

Date & Company Stamp

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, 2017.

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 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	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
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 EEnterprise 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 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) 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)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14

4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	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 .]
EME³	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

³ In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 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.

Respondent's Signature

Date & Company Stamp

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 20 points)

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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 Supplier
- Other Suppliers, 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, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 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 10: CERTIFICATE OF ATTENDANCE OF COMPULSORY RFP BRIEFING

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*
attended the RFP briefing in respect of the proposed Goods/Services to be rendered in terms of this RFP on
_____ 20____

TRANSNET’S REPRESENTATIVE

RESPONDENT’S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

NOTE:

This certificate of attendance must be filled in duplicate, one copy to be kept by Transnet and the other copy to be kept by the bidder.

Respondent’s Signature

Date & Company Stamp

SECTION 11: SBD 9- CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
2. Transnet will take all reasonable steps to prevent abuse of the supply chain management system and to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
3. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
4. In order to give effect to the above, the following certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

Respondent's Signature

Date & Company Stamp

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, 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
6. 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 consortium⁴ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;

⁴ 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.

Respondent's Signature

Date & Company Stamp

- b. geographical area where product or service 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 bid; or
 - f. bidding with the intention not to win the bid.
8. 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 products or services to which this bid invitation relates.
9. 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.
10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 12: 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 13. **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				

Respondent's Signature

Date & Company Stamp

SECTION 13: 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 DTI 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.....
print).....

Name (in

Date.....

Respondent's Signature

Date & Company Stamp

SECTION 14: PROTECTION OF PERSONAL INFORMATION

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Personal 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.

Respondent's Signature

Date & Company Stamp

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	
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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



MASTER AGREEMENT

entered into by and between

TRANSNET SOC LTD

and

.....

FOR THE SUPPLY SUPPLY AND DELIVERY OF PE PORT TRAFFIC LIGHTS, FLASHING LONG RANGE LED MARINE BEACONS OR SIMILAR MARINE BEACONS, SELF CONTAINED MARINE LED LANTERNS WITH RANGES BETWEEN 6 – 8 NM AT T=0.74, MARINE RADAR BEACONS (RACONS) AS WELL AS THE MANUFACTURE, SUPPLY AND DELIVERY OF ROTO-MOULDED POLYETHYLENE MARINE NAVIGATIONAL BUOYS, ON A ONCE OFF BASIS.

Agreement Number
Commencement Date
Expiry Date

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- SCHEDULE OF REQUIREMENTS - SOW-ER-162-PORT TRAFFIC LIGHTS

1 INTRODUCTION

This Agreement is entered into by and between:

Transnet SOC Ltd [Registration Number 1990/000900/30] whose registered address is
[REDACTED], Republic of South Africa [**Transnet**]

and

[REDACTED] [Registration Number [REDACTED]] whose registered address is
[REDACTED] [**the Supplier**].

NOW THEREFORE, IT IS AGREED:

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

2 DEFINITIONS

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

- 2.1 **AFSA** means the Arbitration Foundation of South Africa;
- 2.2 **Agreement** means this Agreement and its associated schedules and/or annexures and/or appendices, and/or schedules, including the Schedule of Requirements/Work Orders, the technical specifications for the Goods/Services and such special conditions as shall apply to this Agreement, together with the General Tender Conditions and any additional provisions in the associated bid documents tendered by the Supplier [as agreed, in writing, between the Parties], which collectively and exclusively govern the supply of Goods and provision of ancillary Services by the Supplier to Transnet;
- 2.3 **Background Intellectual Property** means all Intellectual Property introduced and required by either Party to give effect to their obligations under this Agreement owned in whole or in part by or licensed to either Party or their affiliates prior to the Commencement Date or developed after the Commencement Date otherwise pursuant to this Agreement;
- 2.4 **Business Day(s)** means Mondays to Fridays between 07:30 and 16:00, excluding public holidays as proclaimed in South Africa;
- 2.5 **Commencement Date** means, notwithstanding the signature date of this Agreement;
- 2.6 **Confidential Information** means any information or other data, whether in written, oral, graphic or in any other form such as in documents, papers, memoranda, correspondence, notebooks, reports, drawings, diagrams, discs, articles, samples, test results, prototypes, designs, plans, formulae, patents, or inventor's certificates, which a Party discloses or provides to the other

Party [intentionally or unintentionally, or as a result of one Party permitting the representative of the other Party to visit any of its premises], or which otherwise becomes known to a Party, and which is not in the public domain and includes, without limiting the generality of the term:

- a) information relating to methods of operation, data and plans of the disclosing Party;
- b) the contents of this Agreement;
- c) private and personal details of employees or clients of the disclosing Party or any other person where an onus rests on the disclosing Party to maintain the confidentiality of such information;
- d) any information disclosed by either Party and which is clearly marked as being confidential or secret;
- e) information relating to the strategic objectives and planning of the disclosing Party relating to its existing and planned future business activities;
- f) information relating to the past, present and future research and development of the disclosing Party;
- g) information relating to the business activities, business relationships, products, services, customers, clients and Subcontractors of the disclosing Party where an onus rests on the disclosing Party to maintain the confidentiality of such information;
- h) information contained in the software and associated material and documentation belonging to the disclosing Party;
- i) technical and scientific information, Know-How and trade secrets of a disclosing Party including inventions, applications and processes;
- j) Copyright works;
- k) commercial, financial and marketing information;
- l) data concerning architecture, demonstrations, tools and techniques, processes, machinery and equipment of the disclosing Party;
- m) plans, designs, concepts, drawings, functional and technical requirements and specifications of the disclosing Party;
- n) information concerning faults or defects in Goods, equipment, hardware or software or the incidence of such faults or defects; and
- o) information concerning the charges, fees and/or costs of the disclosing Party or its authorised Subcontractors, or their methods, practices or service performance levels actually achieved;

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

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

- 2.9 **Designs** mean registered Designs and/or Design applications and will include the monopoly right granted for the protection of an independently created industrial design including designs dictated essentially by technical or functional considerations as well as topographies of integrated circuits and integrated circuits;
- 2.10 **Expiry Date** means [REDACTED];
- 2.11 **Foreground Intellectual Property** means all Intellectual Property developed by either Party pursuant to this Agreement;
- 2.12 **Goods** means supply and delivery of Port of Port Elizabeth Port traffic lights, flashing long range led marine beacons or similar marine beacons, self contained marine led lanterns with ranges between 6 – 8 nm at t=0.74, marine radar beacons (racons) as well as the manufacture, supply and delivery of roto-moulded polyethylene marine navigational buoys, on a once off basis, the material / products specified in the Schedule of Requirements appended as Schedule 1 hereto;
- 2.13 **ICC Incoterms** means the the latest version of commercial trade terms as published by the International Chamber of Commerce, Paris [ICC], which are otherwise referred to as purchase terms and which define precisely the responsibilities, costs and risks of the buyer [**Transnet**] and the seller [**the Supplier**]. Incoterms are only applicable to contracts involving the import or export of Goods from one country to another and for the purpose of this Agreement, if applicable, shall mean the designated Incoterm as stipulated in Schedule 1 hereto. Further details of the Incoterm [purchase terms] for this Agreement, if applicable, can be viewed at the International Business Training website - <http://www.i-b-t.net/incoterms.html>;
- 2.14 **Intellectual Property** means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world and includes all future additions and improvements to the Intellectual Property;
- 2.15 **Know-How** means all Confidential Information of whatever nature relating to the Intellectual Property and its exploitation as well as all other Confidential Information generally relating to Transnet's field of technology, including technical information, processing or manufacturing techniques, Designs, specifications, formulae, systems, processes, information concerning materials and marketing and business information in general;
- 2.16 **Parties** mean the Parties to this Agreement together with their subsidiaries, divisions, business units, successors-in-title and assigns;
- 2.17 **Party** means either one of these Parties;
- 2.18 **Patents** mean registered Patents and Patent applications, once the latter have proceeded to grant, and includes a right granted for any inventions, products or processes in all fields of technology;
- 2.19 **Permitted Purpose** means any activity or process to be undertaken or supervised by a Staff member of one Party during the term of this Agreement, for which purpose authorised disclosure of the other Party's Confidential Information or Intellectual Property is a prerequisite in order to enable such activity or process to be accomplished;
- 2.20 **Price(s)** means the agreed Price(s) for the Goods/Services to be purchased from the Supplier/Service Provider by Transnet, as detailed in the Schedule of Requirements, issued in accordance with this Agreement, as amended by mutual agreement between the Parties and in accordance with the terms and conditions in this Agreement from time to time;

- 2.21 **Purchase Order(s)** means official orders issued by an operating division of Transnet to the Supplier/Service Provider for the supply of Goods or Services;
- 2.22 **Service Level Agreement** or **SLA** means the processes, deliverables, key performance indicators and performance standards relating to the Goods to be provided by the Supplier;
- 2.23 **Staff** means any partner, employee, agent, consultant, independent associate or contractor, Subcontractor and the staff of such Subcontractor, or other authorised representative of either Party;
- 2.24 **Schedule of Requirements** means Schedule 1 hereto;
- 2.25 **Subcontract** means any contract or agreement or proposed contract or agreement between the Supplier/Service Provider and any third party whereby that third party agrees to provide to the Supplier the Goods or related Services or any part thereof or material used in the manufacture of the Goods or any part thereof;
- 2.26 **Subcontractor** means the third party with whom the Supplier/Service Provider enters into a Subcontract;
- 2.27 **Tax Invoice** means the document as required by Section 20 of the VAT Act, as may be amended from time to time;
- 2.28 **Trade Marks** mean registered Trade Marks and Trade Mark applications and include any sign or logo, or combination of signs and/or logos capable of distinguishing the goods or services of one undertaking from those of another undertaking;
- 2.29 **VAT** means Value-Added Tax chargeable in terms of the VAT Act, 89 of 1991, as may be amended from time to time; and
- 2.30 **VAT Act** means the Value Added Tax Act, No 89 of 1991, as may be amended from time to time.

3 INTERPRETATION

- 3.1 Clause headings in this Agreement are included for ease of reference only and do not form part of this Agreement for the purposes of interpretation or for any other purpose. No provision shall be construed against or interpreted to the disadvantage of either Party hereto by reason of such Party having or being deemed to have structured or drafted such provision.
- 3.2 Any term, word or phrase used in this Agreement, other than those defined under the clause heading "*Definitions*" shall be given its plain English meaning, and those terms, words, acronyms, and phrases used in this Agreement will be interpreted in accordance with the generally accepted meanings accorded thereto.
- 3.3 A reference to the singular incorporates a reference to the plural and *vice versa*.
- 3.4 A reference to natural persons incorporates a reference to legal persons and *vice versa*.
- 3.5 A reference to a particular gender incorporates a reference to the other gender.

4 NATURE AND SCOPE

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

- 4.2 Such Purchase Orders and deliveries to Transnet shall be agreed between the Parties from time to time, subject to the terms of the Schedule of Requirements/Work Order.
- 4.3 Each properly executed Purchase Order forms an inseparable part of this Agreement as if it were fully incorporated into the body of this Agreement.
- 4.4 During the period of this Agreement, both Parties can make written suggestions for amendments to the Schedule of Requirements/Work Orders in accordance with procedures set out in clause 32 *[Amendment and Change Control]*. A Party will advise the other Party within 14 [fourteen] Business Days, or such other period as mutually agreed, whether the amendment is acceptable.
- 4.5 Insofar as any term, provision or condition in the Schedule of Requirements/Work Order conflicts with a like term, provision or condition in this Agreement and/or a Purchase Order, the term or provision or condition in this Master Agreement shall prevail, unless such term or provision or condition in this Master Agreement has been specifically revoked or amended by mutual written agreement between the Parties.
- 4.6 Time will be of the essence and the Supplier/Service Provider will perform its obligations under this Agreement in accordance with the timeframe(s) [if any] set out in the relevant schedule, save that the Supplier/Service Provider will not be liable under this clause if it is unable to meet such obligation within the time required as a direct result of any act or omission by Transnet and it has used its best endeavours to advise Transnet of such act or omission. In the event of such delay, any time deadlines detailed in the relevant schedule shall be extended by a period equal to the period of that delay.

5 AUTHORITY OF PARTIES

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

6 DURATION/TERM AND CANCELLATION

- 6.1 Notwithstanding the date of signature hereof, the Commencement Date if this Agreement is [REDACTED] and the duration shall be for a [REDACTED] [REDACTED] year period, expiring on [REDACTED], unless:
 - a) this Agreement is terminated by either Party in accordance with the provisions incorporated herein or in any schedules or annexures appended hereto, or otherwise in accordance with law or equity; or
 - b) this Agreement is extended at Transnet's option for a further period to be agreed by the Parties.
- 6.2 Notwithstanding clause 19 *[Breach and Termination]*, either Party may cancel this Agreement without cause by giving 30 [thirty] calendar days prior written notice thereof to the other Party,

provided that in such instance, this Agreement will nevertheless be applicable in respect of all Purchase Orders which have been placed prior to the date of such cancellation.

7 RISK MANAGEMENT

- 7.1 Where Transnet determines appropriate, within 2 weeks from the date of contract signature, the Parties are to meet to prepare and maintain a contract Risk Register. The Risk Register shall include a description of the risks and a description of the actions which are to be taken to avoid or reduce these risks which both Parties shall jointly determine.
- 7.2 Contract progress meetings shall be held monthly, or unless otherwise agreed between the Parties in writing. The purposes of these progress meetings shall be to capture the number of late deliverables against agreed milestones, actual costs against payment plans, performance issues or concerns, contract requirements not achieved, the status of previous corrective actions and risk management. Minutes of meetings shall be maintained and signed off between the Parties throughout the contract period

8 TRANSNET'S OBLIGATIONS

- 8.1 Transnet undertakes to promptly comply with any reasonable request by the Supplier/Service Provider for information, including information concerning Transnet's operations and activities, that relates to the Goods/Services as may be necessary for the Supplier/Service Provider to provide the Goods/Services, but for no other purpose. However, Transnet's compliance with any request for information is subject to any internal security rules and requirements and subject to the observance by the Supplier/Service Provider of its confidentiality obligations under this Agreement.
- 8.2 The Supplier/Service Provider shall give Transnet reasonable notice of any information it requires.
- 8.3 Transnet agrees to provide the Supplier/Service Provider or its Personnel such access to and use of its facilities as is necessary to allow the Supplier/Service Provider to perform its obligations under this Agreement.

9 GENERAL OBLIGATIONS OF THE SUPPLIER/SERVICE PROVIDER

- 9.1 The Supplier/Service Provider shall:
 - a) respond promptly to all complaints and enquiries from Transnet;
 - b) inform Transnet immediately of any dispute or complaint arising in relation to the storage or delivery of the Goods;
 - c) conduct its business in a professional manner which will reflect positively upon the 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.

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

- a) render the supply of the Goods/Services and ancillary Services (if applicable) and perform all its duties with honesty and integrity;
- b) communicate openly and honestly with Transnet regarding the supply and performance of the Goods/Services and demonstrate a commitment to effecting the supply and performing ancillary Services timeously, efficiently and at least to the required standards;
- c) endeavour to provide the highest possible standards of service and workmanship, with a reasonable degree of care and diligence;
- d) use its best endeavours and make every diligent effort to meet agreed deadlines;
- e) treat its own Staff, as well as all Transnet's Staff, with fairness and courtesy and respect for their human rights;
- f) practice and promote its own internal policies aimed at prohibiting and preventing unfair discrimination;
- g) treat all enquiries from Transnet in connection with the supply of the Goods/Services and/or ancillary Services with courtesy and respond to all enquiries promptly and efficiently. Where the Supplier/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;
- h) when requested by Transnet, provide clear and accurate information regarding the Supplier's/Service Provider's own policies and procedures, excluding Know-How and other

Confidential Information, except where a non-disclosure undertaking has been entered into between the Parties;

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

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

10 B-BBEE AND SOCIO-ECONOMIC OBLIGATIONS

10.1 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 Supplier's/Service Provider's B-BBEE status which is less than what it was at the time of its appointment including the impact thereof; and
 - (ii) a corporate or internal restructure or change in control of the 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 19.
- e) In the event there is a change in the Supplier's/ Service Provider's B-BBEE status, then the provisions of clause 19 shall apply.

10.2 **Green Economy/Carbon Footprint**

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

11 INVOICES AND PAYMENT

- 11.1 Transnet shall pay the Supplier/Service Provider the amounts stipulated in each Purchase Order/Work Order, subject to the terms and conditions of this Agreement.
- 11.2 Transnet shall pay such amounts to the Supplier/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 Supplier/Service Provider for the delivery of the Goods/Services ordered, in terms of clause 11.5 below.
- 11.3 Transnet may, pending an investigation, withhold any payments to the Supplier/Service Provider, in the case where irregular expenditure has been identified in the particular contract and that there is reasonable suspicion that the Supplier/Service Provider is involved or was aware that the contract transgressed any legislation.

- 11.4 All Prices set out in this Agreement and the Schedule of Requirements hereto are to be indicated inclusive and exclusive of VAT, which will be payable at the applicable rate in ZAR.
- 11.5 Unless otherwise provided for in the Schedule of Requirements appended to this Agreement, Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by Transnet within 30 [thirty] calendar days after date of receipt by Transnet of the Supplier's/Service Provider's statement together with the relevant valid and undisputed Tax Invoice(s) and supporting documentation.
- 11.6 Where the payment of any Tax Invoice, or any part of a Tax Invoice which is not in dispute, is not made in accordance with this clause, the 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.
- 11.7 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.

12 PRICE ADJUSTMENTS

- 12.1 Prices for Goods/Services supplied in terms of this Agreement shall be subject to review as indicated in the Schedule of Requirements/Works Order annexed hereto.
- 12.2 No less than 2 [two] months prior to any proposed Price adjustment, the Parties shall commence negotiations for Prices for the next period or as otherwise indicated in Schedule 1 hereto. The Parties shall have regard for market-related pricing of equivalent goods, continuous improvement initiatives, costs [including labour, raw materials and transport/delivery], order size and frequency and changes to the specification of the Goods/Services.
- 12.3 Pursuant to clause 12.2 above, the Supplier/Service Provider shall keep full and accurate records of all costs associated with the supply of the Goods/Services to Transnet, in a form to be approved in writing by Transnet. The Supplier/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.
- 12.4 Should Transnet and the Supplier/Service Provider fail to reach an agreement on Price for the successive period, either Party shall be entitled to submit this matter to dispute resolution in accordance with clause 29 of the Master Agreement [Dispute Resolution].
- 12.5 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

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2.0 TECHNICAL REQUIREMENTS

- 2.1 The radar beacon (racon) shall be fully automatic in operation and be able to operate continuously.
- 2.2 It shall be frequency agile and respond reliably to all S-band and X-band radars.
- 2.3 It shall be able to service unlimited numbers of radars continuously in both X and S band.
- 2.4 It shall operate in the band 9300 - 9500 MHz (X-band) with horizontal polarization and in the band 2900 - 3100 MHz (S-band) with horizontal and vertical polarisation.
- 2.5 Special attention shall be paid to the design of all circuits with a view to reducing power consumption to a minimum. In this connection tenderers should employ solid state techniques.

The power consumption shall be within the following parameters:

Idling Mode (Both Bands inactive) 0.25 Watts

X-Band only:

Active Mode (50% Service Duty Cycle) < 1.5 Watts

X- and S-Band:

Active Mode (50% Service Duty Cycle) < 3.0 Watts

- 2.6 It shall be capable of intelligent power management.
- 2.6.1 The user shall be able to set:
- 2.6.1.1 the quiescent and active time intervals respectively
- 2.6.1.2 The quiescent time from 0 – 60 secs
- 2.6.1.3 The active period from 4 – 60 secs
- 2.6.2 It shall be capable of automatic switching to quiescent state if no local traffic is detected.
- 2.7 The anticipated power consumption under the various operating conditions shall be stated by the tenderer.
- 2.8 The temperature rise above ambient temperature of the components used in the equipment must not exceed the values shown below when the equipment is working continuously under full operating conditions as required by this specification:

Transformers: 40 degrees Celsius

Resistors: 30 degrees Celsius

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- 2.9 It shall have advanced side lobe suppression of interrogating radar emissions. This shall be done by comparing the amplitudes of interrogating radar emissions with the same frequency and pulse width tokens.
- 2.10 The racon shall respond on a frequency within 2 MHz of the frequency of the interrogating radar frequency.
- 2.11 The response delay of the racon shall be 0.5 micro seconds or less.
- 2.12 The system sensitivity shall be as follows:
- X-band 0 to - 50 dBm
- S-band 0 to - 50 dBm
- 2.13 Automatic proportional response of the response code, to be uniform (response scaling) on all scales of the interrogating radars, shall be incorporated.
- 2.14 The power supply input voltage shall be between 10 to 36 Vdc.
- 2.15 (i) The antenna shall form an integral part of the racon and shall be housed in a weather proof U.V. stable enclosure that must be so shaped as to deter birds from perching or nesting on it.
- (ii) The gain of both the X- and S-bands shall be 6 dB respectively. The horizontal beam divergence shall be omni directional and the vertical divergence shall be not less than 22 degrees.
- (iii) The effective radiated power of the antenna shall be not less than 4 watts.
- (iv) The output power to the antenna of either band shall be more than 0.6 watt. The actual output shall be stated by the tenderer.
- 2.16 The racon should have GSM and AIS capabilities, so it can be able to be monitored remotely.
- 2.17 The racon shall be self calibrating for both bands with an internal audible device incorporated.
- 2.18 The racon shall have a self-test facility for testing eprom, ram, real time clock, watchdog timer, pulse width, X-and S-band unit/C loop circuit and X- and S-band receiver.
- 2.19 The morse code of the units are stated in the Schedule of Requirements.
- 2.20 They shall be protected against lightning strikes and accidental reversal of polarity.
- 2.21 It shall be pressurised with an ozone-friendly gas mixture to ensure a moisture free environment.
- 2.22 It shall be possible to mount the racon on a pole, bracket or a navigational buoy.

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2.23 The total mass, height and diameter shall be stated by the tenderer.

2.24 The racon shall be fitted with a lifting ring for ease of positioning and removal of the equipment.

3.0 DOCUMENTATION

3.1 Complete technical manuals/handbooks shall be provided for the installation, operation and maintenance of the equipment, the quantity of which is stated in the Schedule of Requirements.

3.2 All technical manuals/handbooks shall be of high standard.

3.3 As all documentation is regarded as an integral part of the order, final payment will be deferred until delivery of all technical literature and relevant documentation has been received.

3.4 The technical manuals/handbooks shall be clearly printed in English, be clearly marked and bounded properly. The paper used in this documentation shall be of a high quality and shall be able to withstand repeated use without tearing or fraying. Poor quality or photostat copied manuals will not be acceptable.

3.5 The quantity of manuals/handbooks is specified in the Schedule of Requirements and shall include the following:

- (i) Step by step description of the operation of the equipment
- (ii) "Setting up" instructions necessary for the installation and maintenance of all the equipment.
- (iii) Typical meter readings.
- (iv) Rating of all fuses and circuit breakers.
- (v) Parts identification and lists of components, with applicable values and tolerances.
- (vi) Operation of monitoring devices.
- (vii) Fault finding information.
- (viii) Routine maintenance procedures.
- (ix) Major overhaul Instructions.
- (x) Fault diagnostics.
- (xi) Mounting template
- (xii) Copies of all drawings, wiring diagrams, schematics and test results relevant to the equipment. The drawings supplied must include the following, besides any other drawings considered necessary by the Manufacturer.
 - (a) General arrangement and interconnection drawing.
 - (b) Schematic and P.C. board layout drawings on which components are clearly identified.

4.0 TECHNICAL DATA

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The Tenderer shall state the following for each racon required as indicated on the Schedule of Requirements:

- 4.1 Full details of the following power consumption shall be furnished with the tender:
 - 4.1.1 Watt Idling Mode
 - 4.1.2 X-Band only - Active Mode (50% Service Duty Cycle)
 - 4.1.3 X- and S-Band - Active Mode (50% Service Duty Cycle)
- 4.2 Remote/local monitoring and control facilities.
- 4.3 A Test certificate from an Independent Testing Institute shall be submitted with the tender documents indicating that that equipment complies with IALA recommendations.
- 4.4 Copies of test results relevant to the equipment shall be supplied with the equipment.

5.0 TOOLS AND TEST EQUIPMENT

Any special tools for the maintenance of the equipment must be supplied. Lists showing individual prices of each item must accompany the tender. Tenderers should also list any specialised electronic instruments required for the maintenance of the equipment.

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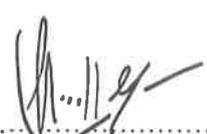
6.0 SPARES

- 6.1 Tenderers shall submit a list of spares, showing individual prices of each item, recommended for ten years operation.
- 6.2 Tenderers shall state from whom spares are available in the Republic of South Africa and whether supplies are held in stock in South Africa.
- 6.3 Failure to comply with these requirements will preclude the tender from further consideration.

7.0 SIGN OFF


 Compiled by:
 Technical Services Manager

Date: .. 8 July 2020


 Approved by:
 Regional Manager – East

Date: .. 08 July 2020

Technical Evaluation - ANNEXURE "D"

ANNEXURE H

SUPPLY AND DELIVERY OF MARINE RADAR BEACONS FOR THE EASTERN REGION, ON A ONCE OFF BASIS FOR TRANSNET SOC LTD (Reg. NO 1990/000900/30) OPERATING AS TRANSNET NATIONAL PORTS AUTHORITY (HEREINAFTER REFERRED TO AS "TNPA").

In the event that a tenderer proposes an alternative to the required specification, and if the alternate specification is deemed to be technically acceptable, it will still be evaluated in accordance with the criteria below.

<u>Evaluation Criteria</u>	Description	Scoring principal	Supporting Evidence	Weight
The Bidder is the approved or accredited Supplier	The Bidder is an authorised agent in Southern Africa, accredited by the Manufacturer of the Aid to Navigation (AtoN) proposed.	No submission = Disqualification	Letter of appointment or memorandum of understanding signed by all parties	QUALIFYING CRITERIA
		Submission of appointment letter = 100%		
The Bidder is an Industrial Member of IALA	The Bidder, Bidder's representative or Bidder's supplier are Industrial Members of IALA (International Association of Marine Aids to Navigation and Lighthouse Authority)	No Submission = Disqualification	Valid certificate of membership	QUALIFYING CRITERIA
		Submission of valid certificate = 100%		
The proposed solution meets the technical requirements set out in the technical specification document	The proposed solution meets or exceeds the technical requirements.	Does not meet requirements = 0%	Technical Specification	65
		Good (Meeting all technical requirements) = 100%		

Tenderer's experience	Tenderer's experience with respect to the Aids to Navigation	No experience = 0	Proof of previous experience (similar projects successfully completed with Client/s contact details)	35
		Very poor (experience of between 1 to 2 years in similar previous projects) = 20%		
		Poor (experience of between 3 to 4 years in similar previous projects) = 40%		
		Satisfactory (experience of between 5 and 6 years in similar previous projects) = 60%		
		Good (experience of between 7 and 10 years in similar previous projects) = 80%		
		Excellent (experience of over 10 years in similar previous projects) = 100%		
Sub total	Sub total			100
TOTAL RATING	MINIMUM QUALIFYING SCORE			70
Technical Qualification Threshold = 70%.				

Submitted by:



Technical Services Manager:
Lighthouse and Navigational Systems

14 May 2021

Date:

Approved by:



Regional Manager - East:
Lighthouse and Navigational Systems

14 May 2021

Date:



**SPECIFICATION FOR SUPPLY AND DELIVERY OF
SELF-CONTAINED MARINE LED LANTERNS,
WITH RANGES BETWEEN 6 – 8 NM AT
T=0.74**

SOW-LNS-174

DATE	16 February 2021
AMENDMENT	0

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**TRANSNET NATIONAL PORTS AUTHORITY
A DIVISION OF TRANSNET SOC LTD.**

**SPECIFICATION FOR THE SUPPLY AND DELIVERY OF
SELF-CONTAINED MARINE LED LANTERNS WITH RANGES BETWEEN 6 – 8 NM AT T=0.74**

1. GENERAL

1.1 Scope

- 1.1.1 The specification describes the minimum requirements for a commercial off the shelf self-contained light emitting diode (LED) type buoy lantern for marine aids to navigation application, with a range of 6 – 8 Nm at T=0.74. The lantern shall require no external power source for it to operate.
- 1.1.2 It is required that the lantern shall be available in vertical divergence of 10 degrees.
- 1.1.3 The equipment for which tenders are invited is listed in the attached schedule of requirements.
- 1.1.4 It is essential that the equipment complies with the following requirements:
- (i) Maximum reliability;
 - (ii) Minimum maintenance attention;
 - (iii) Easy access for adjustment / programming;
 - (iv) Is in line with IALA recommendations;
 - (v) Energy efficient;
 - (vi) Designed to withstand the harshest of environmental conditions.

1.2 Standards

- 1.2.1 Except where otherwise provided for in this specification, all the equipment offered must comply with the requirements of the relevant standard specifications of the South African National Standards, if published, otherwise with the relevant standard specifications of the British Standards Institution in force at the time of tendering, and the tenderers must state the specification for each item of equipment offered.

Where the equipment offered complies with the recognized standards of the country of manufacture and not specifically with the standards required by this specification, such equipment will be considered at the discretion of Transnet National Ports Authority, henceforth referred to as TNPA, in which case tenderers may be required to supply copies of such standards in English.

1.3 Submission of Tenders

- 1.3.1 Tenderers must include the supply of all the equipment listed in the schedule of requirements.
The equipment must be checked, operated and tested on the successful tender's premises prior to delivery.
- 1.3.2 Tenderers must state in detail (using the same numbered paragraph headings of this specification) in what respects their offers comply with or differ from the requirements of this specification. Failure to provide these may disqualify a tender.

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It is preferred that wherever possible, tenderers offer their standard equipment most closely complying with this specification, provided that the standard equipment provides better but NOT worse facilities, than required by this specification.

Where alternative offers are made, each offer must be complete in terms of this specification.

The submission of manufacturer's data sheets and advertising pamphlets without the necessary amplification will not be acceptable.

1.3.3 All tenderers and associated literature must be submitted in English.

1.4 Guarantees

1.4.1 The successful tenderer shall be required to guarantee the equipment for a period of not less than one year from the date of placing the equipment in service in South Africa. If during the first year that the equipment is in service, any inherent faults develop not due to fair wear and tear of which TNPA is not aware at the time of acceptance of the tender, TNPA reserves the right to return the supplier/s all or part of the complete equipment.

The supplier/s shall assume full liability for the cost of the equipment and such transport charges between the factory and the site as TNPA may have incurred. Under these circumstances, TNPA shall not be liable for any depreciation or wear and tear of the apparatus whilst it was in service.

1.4.2 TNPA will not consider tenders which do not include a guarantee for the full 12 months, commencing from the date the equipment is placed in service.

1.5 Delivery

Delivery will be an important consideration in the adjudication of this tender.

1.6 Reliability

Tenderers are requested to supply details, e.g. location, conditions of operation, type of equipment etc., of any similar equipment supplied by them to other Lighthouse Administrations.

1.7 Documentation

Each LED lantern shall be supplied with an instruction manual detailing the installation, operation and troubleshooting of the lantern.

1.8 Verification

Standard commercial literature shall be included in the bid package to verify compliance with Commercial Off-the-Shelf requirement. Test documents to show verification of the requirements may be included.

1.9 Installation

The installation of the equipment will be undertaken by Lighthouse & Navigational Systems of TNPA.

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2. REQUIREMENTS

2.1 General requirements

- 2.1.1 The lantern shall be completely self-contained and watertight and designed to operate reliably in the harshest of environmental conditions. The lantern shall require no external power source for it to operate.
- 2.1.2 The internal battery should be charged during the day, even under cloudy conditions. The light shall be switched on automatically during night time and off during daytime or as the ambient light levels dictate. It should contain sophisticated microprocessor intelligence that enables advanced light output control and battery power management, as well as ensures that the light emits precisely controlled flash rates.
- 2.1.3 The lantern shall have ability to program effective intensity options remotely
- 2.1.4 The lantern's service life shall be greater than 10 years. As the battery life is usually shorter than that of the optics, it is a requirement that the internal battery shall be able to be replaced without any damage to the lantern.
- 2.1.5 Each lantern shall be delivered fully assembled and ready for operational purposes.

2.2 Optics

- 2.2.1 An array or multiple arrays of high-intensity LEDs shall be used to produce light.
- 2.2.2 The lifespan of the LEDs shall be >90,000 hours.
- 2.2.3 The colours of the lights shall be available in red, green, white, yellow and shall meet the IALA chromaticity recommendation. The required colour of the lights is indicated on the attached schedule of requirements
- 2.2.4 An acrylic, UV-protected lens shall be used to maximise the light capture from the LEDs.
- 2.2.5 The LEDs are to be precisely graded and placed to produce a light beam with minimum variation in intensity.
- 2.2.6 All lanterns shall be tested prior to shipment to ensure the light output meets the required specification.
- 2.2.7 The rated intensity percentile shall be in accordance with IALA recommendations.
- 2.2.8 The lantern shall produce a uniform 360° horizontal fan beam.

2.2.10 Degradation

Tenderers shall indicate the period of time (in years) the lantern shall maintain its effective intensity of operation when operated at night with a 30% duty cycle.

2.2.11 Optical performance

- (a) Lanterns that use rapidly pulsed LEDs to provide the light signal shall operate at frequencies equal to or greater than 100 Hz.

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2.2.12 Characteristic control

- (a) Each lantern shall be capable of producing flash characters listed in the attached schedule of requirements in addition to standard pre-programmed flash characters. A list of preprogrammed flash characters is required to be furnished with the tender.
- (b) The required characters are to be able to be selected and/or adjusted by means of a remote control device.

2.3 Daylight control

- 2.3.1 The lantern shall be switched on automatically during night-time and off during daytime or as the ambient light levels dictate.
- 2.3.2 The lantern's internal photocell shall have selectable threshold levels.

2.4 Power supply requirements

- 2.4.1 When the internal battery power is applied, no other devices shall be necessary to produce a complete marine aid-to-navigation light signal.
- 2.4.2 The lantern shall operate with a nominal input voltage.
- 2.4.3 The lantern shall be powered by integrated solar photovoltaic modules, charging an internal, removable/replaceable battery, with the battery matching the capacity of the solar modules.
- 2.4.4 The lantern shall have built in transient protection.
- 2.4.5 A switch mode regulator shall maintain the light output of the LEDs independent of the input voltage and temperature.
- 2.4.6 The Lantern shall have a minimum autonomy of 6 days.
(For the purposes of this bid, autonomy shall be calculated using Cape Town, South Africa as the location having a flash character of (F).

2.4.7 Power consumption - ON

With the LED module energized, the total power requirement of the lantern shall be kept to a minimum.

2.4.8 Power consumption – Off

With the LED module off, whether between flashes or during daytime hours, the total power requirement of the lantern shall be kept to a minimum. Relevant information is called for in the attached technical data sheet that needs to be completed by the Tenderer.

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2.4.9 Low voltage

- (a) Should the voltage drop below the predetermined operating threshold and the cut-out feature is activated, the lantern shall resume proper operation as soon as the voltage rises above predetermined voltage value.
- (b) The lantern shall not be damaged if the input voltage drops below 12% of the nominal voltage.

2.4.10 Solar Photovoltaic system

- (a) The solar modules shall be the integrated.
- (b) The solar charger shall be designed for sealed lead acid AGM (Absorbed Glass Mat) or Gel type batteries.
- (c) The solar charger shall monitor the temperature and the voltage and shall charge the battery when the voltage level at the solar panels exceeds the voltage of the battery.
- (d) The solar charger shall contain a microprocessor based charge controller to manage the charge rate to the battery, depending on the temperature and voltage and prevent the overcharging of the battery.

2.4.11 Battery

- (a) The internal battery shall be able to be removed and replaced and the size shall match the capacity of the solar panels on each size type body.
- (b) Different battery sizes shall be able to fit in the body to enable the battery to match the capacity of the solar modules.
- (c) The battery shall preferably be of the sealed lead acid AGM (Absorbed Glass Mat) or Gel type batteries.
- (d) The battery shall be well secured, but easy to be replaced and re-secured.

2.5 Mechanical

2.5.1 All external materials shall be UV resistant.

2.5.2 The design of the lantern shall be such as to restrict the ability of birds to roost on the lantern or any of its components by means of stainless steel bird spikes.

2.5.3 Mounting provisions

The base of the lantern shall be available in either a 3 or 4-hole base mounting. It shall have insulated bolt holes, minimum of Ø15mm, equally spaced on a 200 mm diameter bolt circle. The bottom of the lantern base shall be parallel to the focal plane of the lantern.

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2.5.4 Enclosure & finish

- (a) Dimensions for the lantern are to be provided by the tenderer.
- (b) External components shall have a smooth finish, and shall be uniform in colour and appearance.
- (c) Coatings shall be selected to withstand the harshest of the marine environment.
- (d) The enclosure shall also act as a heat sink to protect the LEDs and circuitry from overheating.
- (e) The body and base accommodating the solar modules and battery shall be made of UV stabilized material.

2.5.5 Polarity protection

The lantern shall not experience damage in the event that the battery is connected in reverse polarity. The lantern shall resume proper operation as soon as the correct polarity is provided.

2.5.6 Short-circuit protection

The lantern shall have short-circuit protection so that connecting one of the power leads to the lantern housing while the other is attached to either the positive (+) or negative (-) terminal shall not result in damage to the lantern. The lantern shall resume proper operation as soon as the power leads are properly connected to the input terminals.

2.6 **Service Conditions / Environment**

2.6.1 The LED lantern and body shall be completely watertight and designed to operate reliably in harshest of environmental conditions.

2.6.2 The LED lantern, solar modules and battery shall operate under the environmental conditions outlined below and must be fully protected against failure and damage by these conditions.

2.6.2.1 Extreme temperature

Exposure to temperatures from -30 to +50 degrees C.

2.6.2.2 Wind speed

Exposure to wind speeds up to 160 km/hour.

2.6.2.3 Sand, salt air and seawater spray

Continuous exposure to sand, salt air and seawater spray.

2.6.2.4 Immersion

Immersion in seawater to a depth of 1 meter for a period of an hour.

2.6.2.5 Ultraviolet exposure

Continuous exposure to ultraviolet light for the duration of the advertised service life of the lantern, as is typically encountered at sea level at between 27°S and 35°S latitudes.

2.6.2.6 Shock and vibration

Continuous exposure to the shock and vibration experienced on marine aids-to-navigation, including buoys and metal pole structures.

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2.6.2.7 Electromagnetic interference

The lantern shall not be susceptible to interference from radiating devices normally found in the marine environment. This includes signals from VHF radios and marine radars.

2.6.2.8 Static discharge

The lantern shall incorporate protection from static discharges and induced, transient voltages as may occur due to nearby lightning strikes.

2.6.2.9 Moisture Intrusion

(a) The lantern shall be sufficiently sealed to protect the LEDs from moisture ingress (moisture intrusion has been shown to cause premature failure of LED junctions), as well as the solar modules and battery.

(b) The lantern shall make provision for Pressure Equalisation.

2.6.2.10 Cooling

Cooling shall be by natural radiation only without any mechanical or electrical intervention.

2.7 Preventive maintenance requirements

The lantern shall be maintenance-free, other than periodic cleaning of external surfaces.

2.8 Synchronised flashing

2.8.1 The lantern's programmed flash character shall be able to be synchronised through utilising the Universal Time Co-ordinated (UTC) generated by the Global Positioning System (GPS) satellite network.

2.9 Programming / system checks

2.9.1 The various features of the lantern shall be able to be programmed by means of a handled infra-red programmer.

2.9.2 The lantern shall allow the user to "read" any setting that is programmed in the lantern.

2.9.3 The requirement for a programmer will be indicated in the Request for Quotation.

2.10 Monitoring

The lantern should have Bluetooth capabilities. Various features of the lantern shall be able to be monitored remotely. Full detail of the features that is able to be monitored, as well as the monitoring options available shall be provided with the tender.

Technical Evaluation - ANNEXURE "D"

ANNEXURE I

SUPPLY AND DELIVERY OF SELF-CONTAINED MARINE LED LANTERNS FOR LIGHTHOUSE AND NAVIGATIONAL SYSTEMS, ON A ONCE OFF BASIS FOR TRANSNET SOC LTD (Reg. NO 1990/000900/30) OPERATING AS TRANSNET NATIONAL PORTS AUTHORITY (HEREINAFTER REFERRED TO AS "TNPA").

In the event that a tenderer proposes an alternative to the required specification, and if the alternate specification is deemed to be technically acceptable, it will still be evaluated in accordance with the criteria below.

<u>Evaluation Criteria</u>	<u>Description</u>	<u>Scoring principal</u>	<u>Supporting Evidence</u>	<u>Weight</u>
The Bidder is the approved or accredited Supplier	The Bidder is an authorised agent in Southern Africa, accredited by the Manufacturer of the Aid to Navigation (AtoN) proposed.	No submission = Disqualification	Letter of appointment or memorandum of understanding signed by all parties	QUALIFYING CRITERIA
		Submission of appointment letter = 100%		
The Bidder is an Industrial Member of IALA	The Bidder, Bidder's representative or Bidder's supplier are Industrial Members of IALA (International Association of Marine Aids to Navigation and Lighthouse Authority)	No Submission = Disqualification	Valid certificate of membership	QUALIFYING CRITERIA
		Submission of valid certificate = 100%		
The proposed solution meets the technical requirements set out in the technical specification document	The proposed solution meets or exceeds the technical requirements.	Does not meet requirements = 0%	Technical Specification	65
		Good (Meeting all technical requirements) = 100%		

Tenderer's experience	Tenderer's experience with respect to Aids to Navigation	No experience = 0	Proof of previous experience (similar projects successfully completed with Client/s contact details)	35
		Very poor (experience of between 1 to 2 years in similar previous projects) = 20%		
		Poor (experience of between 3 to 4 years in similar previous projects) = 40%		
		Satisfactory (experience of between 5 and 6 years in similar previous projects) = 60%		
		Good (experience of between 7 and 10 years in similar previous projects) = 80%		
Excellent (experience of over 10 years in similar previous projects) = 100%				
Sub total	Sub total			100
TOTAL RATING	MNIMUM QUALIFYING SCORE			70
Technical Qualification Threshold = 70%.				

Submitted by:



Technical Services Manager:
Lighthouse and Navigational Systems

14 May 2021

Date:

Approved by:



Regional Manager - West:
Lighthouse and Navigational Systems

14 May 2021

Date:

Approved by:



Regional Manager - East:
Lighthouse and Navigational Systems

14 May 2021

Date:

	Site: Port of Port Elizabeth Title: Supply Long Range LED Marine Beacons to be used as Port Traffic Lights		Document Number: SOW-ER-162
	Inspection:	Revision: 0	Date Issued: 18 May 2018

Scope of Works

Provide Long Range multi-tiered LED Marine Beacons to be used as Port Traffic in the Port of Port Elizabeth.

Supply and delivery of multi -tiered Long Range LED Marine Beacons or similar Marine Beacons with the following characteristics;

Location	Longitude	Latitude	Focal Plane (MSL)	Observer Height	Divergence	Daytime Range (NM)	Available Voltage
Port Control – Port of Port Elizabeth	25°38'18.34"E	33°57'18.92"S	50m	35m	1.5°	3	230V AC

- The optics shall be suitable for operation under conditions of high humidity, corrosive atmosphere, high temperature, dust and salt laden air.
- Full specification of equipment tendered to accompany quotation and shall include prices for all programming or ancillary devices.
- The Long range beacons should have a hard wire connection to the control panel situated on the desk of the VTS operator.
- The control panel shall be a modern device hard wired to the beacon and shall be robust in design, resistant to wear and must incorporate control for all functionality of the lights.
- The controller shall be located approximately 50m from the Light.
- Provisions must be made to available to either shorten or lengthen the controller cable.
- The control panel should have a mechanism to indicate which function is in operation.
- The light characters required are as follows:

Off		
Fixed Green	F.G	Vessels entering Port
Fixed Red	F.R	Vessels Leaving Port
Flashing Green	Q.G	Vessels entering and Leaving Port(2 way traffic)
Flashing Red	Iso.R.2s	Port Closed

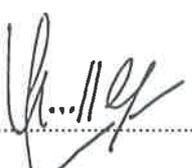
- Operation of the red and green colours is mutually exclusive.
- A schematic of the desired mounting arrangement is required.
- The mountings will be manufactured in South Africa and not part of this supply contract.
- Lanterns must be supplied with bird spikes.
- A Stainless steel connection box must be supplied to house the power supply.

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- The connection box shall have been prewired with all necessary breakers, fuses, buss-bars etc.
- Quotation breakdown should indicate the lantern, power supply, freight costs and any ancillary equipment.

Compiled by:  10 June 2020
 Technical Services Manager Date

Supported by:  10 June 2020
 Operational Supervisor Date

Approved by:  11 June 2020
 Regional Manager Date

Technical Evaluation - ANNEXURE "D"

ANNEXURE J

SUPPLY AND DELIVERY OF LONG RANGE MULTI-TIERED MARINE BEACONS TO BE USED AS PORT TRAFFIC LIGHTS IN THE PORT OF PORT ELIZABETH, ON A ONCE OFF BASIS FOR TRANSNET SOC LTD (Reg. NO 1990/000900/30) OPERATING AS TRANSNET NATIONAL PORTS AUTHORITY (HEREINAFTER REFERRED TO AS "TNPA").

In the event that a tenderer proposes an alternative to the required specification, and if the alternate specification is deemed to be technically acceptable, it will still be evaluated in accordance with the criteria below.

<u>Evaluation Criteria</u>	Description	Scoring principal	Supporting Evidence	Weight
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		Submission of appointment letter = 100%		
The Bidder is an Industrial Member of IALA	The Bidder, Bidder's representative or Bidder's supplier are Industrial Members of IALA (International Association of Marine Aids to Navigation and Lighthouse Authority)	No Submission = Disqualification	Valid certificate of membership	QUALIFYING CRITERIA
		Submission of valid certificate = 100%		
The proposed solution meets the technical requirements set out in the technical specification document	The proposed solution meets or exceeds the technical requirements.	Does not meet requirements = 0%	Technical Specification	65
		Good (Meeting all technical requirements) = 100%		

Tenderer's experience	Tenderer's experience with respect to the Aids to Navigation	No experience = 0	Proof of previous experience (similar projects successfully completed with Client/s contact details)	35
		Very poor (experience of between 1 to 2 years in similar previous projects) = 20%		
		Poor (experience of between 3 to 4 years in similar previous projects) = 40%		
		Satisfactory (experience of between 5 and 6 years in similar previous projects) = 60%		
		Good (experience of between 7 and 10 years in similar previous projects) = 80%		
		Excellent (experience of over 10 years in similar previous projects) = 100%		
Sub total	Sub total			100
TOTAL RATING	MINIMUM QUALIFYING SCORE			70

Technical Qualification Threshold = 70%.

Submitted by:



Technical Services Manager:
Lighthouse and Navigational Systems

14 May 2021

Date:

Approved by:



Regional Manager - East:
Lighthouse and Navigational Systems

14 May 2021

Date: