

## **Transnet Port Terminals**

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

## **REQUEST FOR PROPOSAL [RFP] (GOODS INCLUDING LOCAL CONTENT)**

**FOR THE SUPPLY OF SPARES FOR FIRE DETECTION AND SUPPRESSION SYSTEMS TO TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINAL ("TPT") AT THE PORT OF RICHARDS BAY FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

<b>RFP NUMBER:</b>	<b>ICLM RB 683/TPT</b>
<b>ISSUE DATE:</b>	<b>04 OCTOBER 2022</b>
<b>RFP BRIEFING SESSION:</b>	<b>12 OCTOBER 2022</b>
<b>CLOSING DATE:</b>	<b>27 OCTOBER 2022</b>
<b>CLOSING TIME:</b>	<b>12:00 PM</b>
<b>BID VALIDITY PERIOD:</b>	<b>180 Business Days from Closing Date</b>

### **Note to the bidders:**

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

**PREFERENTIAL PROCUREMENT PREQUALIFICATION CRITERIA - ONLY THE FOLLOWING RESPONDENTS MAY RESPOND TO THIS RFP:**

- a) RESPONDENTS WITH A MINIMUM B-BBEE STATUS LEVEL OF 1 TO 2**

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**RFP FOR THE SUPPLY OF  
SPARES FOR FIRE DETECTION AND SUPPRESSION SYSTEMS TO TRANSNET SOC LTD OPERATING AS  
TRANSNET PORT TERMINAL ("TPT") AT THE PORT OF RICHARDS BAY  
FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

**SECTION 1: SBD1 FORM**

**PART A**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET PORT TERMINALS, A DIVISION TRANSNET SOC LTD</b>							
BID NUMBER:	iCLM RB 683/TPT	ISSUE DATE:	04 OCTOBER 2022	CLOSING DATE:	27 OCTOBER 2022	CLOSING TIME:	12:00PM
DESCRIPTION	SUPPLY OF SPARES FOR FIRE DETECTION AND SUPPRESSION SYSTEMS TO TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINAL ("TPT") AT THE PORT OF RICHARDS BAY FOR A PERIOD OF THIRTY-SIX (36) MONTHS						
<b>BID RESPONSE DOCUMENTS SUBMISSION</b>							
<b>RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED</b> <i>(please refer to section 2, paragraph 3 for a detailed process on how to upload submissions):</i> <a href="https://www.transnet.net">https://www.transnet.net</a>							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	Zine Mdaki			CONTACT PERSON	Lethukuthula Zungu		
TELEPHONE NUMBER	0607823106			TELEPHONE NUMBER	0814266276		
FACSIMILE NUMBER	n/a			FACSIMILE NUMBER	n/a		
E-MAIL ADDRESS	zine.mdaki@transnet.net			E-MAIL ADDRESS	lethukuthula.zungu@transnet.net		
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <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		

<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
<b>1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		<b>2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
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  <b>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.</b>			

## 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-FILED THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
1.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
1.5	IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
1.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

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

## SECTION 2: NOTICE TO BIDDERS

### 1. INVITATION TO BID

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

<b>DESCRIPTION</b>	SUPPLY OF SPARES FOR FIRE DETECTION AND SUPPRESSION SYSTEMS TO TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINAL ("TPT") AT THE PORT OF RICHARDS BAY FOR A PERIOD OF THIRTY-SIX (36) MONTHS <b>[the Goods]</b>
<b>TENDER ADVERT</b>	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.
<b>RFP DOWNLOADING</b>	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and Transnet website at <a href="http://www.transnet.net">www.transnet.net</a> free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> <li>Click on "Tender Opportunities";</li> <li>Select "Advertised Tenders";</li> <li>In the "Department" box, select Transnet SOC Ltd;</li> </ul> <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 <a href="http://www.transnet.net">www.transnet.net</a> free of charge. To access the Transnet eTender portal, please click <a href="#">here</a> (refer to section 2, paragraph 3 below for detailed steps)</p>
<b>COMMUNICATION</b>	<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 and 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>
<b>BRIEFING SESSION</b>	<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: zine.mdaki@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>
<b>CLOSING DATE</b>	<p><b>12:00 on Thursday 27 OCTOBER 2022</b></p> <p>Bidders must ensure that bids are uploaded timeously onto the system.</p> <p>As a general rule, if a bid is late, it will not be accepted for consideration.</p> <p><b><i>Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.</i></b></p>

<b>VALIDITY PERIOD</b>	<p><b>180 Business Days from Closing Date</b></p> <p>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.</p> <p>With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 12.12</p>
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Any additional information or clarification will be published on the e-Tender portal and Transnet website, if necessary.

## 2. FORMAL BRIEFING

A compulsory pre-proposal RFP briefing will be conducted via **Microsoft Teams** on the **12 October 2022**, at 10:00 am for a period of ± 2 (two) hours. 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 set out in Section 10 hereto must be completed and submitted with your Proposal as proof of attendance is required for a **compulsory** RFP briefing.*
- 2.2 Respondents failing to attend the compulsory RFP briefing will be disqualified.

## 3. PROPOSAL SUBMISSION

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

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

## 4. RFP INSTRUCTIONS

- 2.3 Please sign documents [sign, stamp and date the bottom of each page] before uploading them on the system. The person or persons signing the submission must be legally authorised by the respondent to do so.
- 2.4 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**



- 2.5 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.
- 4.1. 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. PREFERENTIAL PROCUREMENT PREQUALIFICATION CRITERIA

### 6.1. Minimum B-BBEE level

Transnet has decided to set a minimum B-BBEE threshold for participation in this RFP process. The minimum B-BBEE threshold in this instance is a B-BBEE Level 1 to 2, and Respondents who do not have at least this B-BBEE status will be disqualified.

## 7. COMPULSORY LOCAL CONTENT THRESHOLD

In terms of section 8(1) of the Preferential Procurement Regulations, 2017, and the Instruction Note issued by National Treasury on the "Invitation and Evaluation of Bids based on a stipulated minimum threshold for local content and production for the **Electrical cables, Industrial Lead Batteries, Steel Products and Components for Construction, Valves Products and Actuators, Pumps and Plastic pipes** Sectors", Transnet is required to set a stipulated minimum threshold be set for this RFP.

### 7.1. Local Content Threshold

A Local Content threshold of:

<b>Electrical cables</b>	<b>90%</b>
<b>Industrial Lead Batteries</b>	<b>50%</b>
<b>Steel Products and Components for Construction</b>	<b>100%</b>
<b>Valves Products and Actuators</b>	<b>70%</b>
<b>Pumps</b>	<b>70%</b>
<b>Plastic pipes</b>	<b>100%</b>

will be required for the goods specified in SBD 6.2, to be manufactured by a successful Respondent **from month [1<sup>st</sup> month] of the contract period** for the remainder of the contract term.

Only locally produced or locally manufactured materials and/or products with a minimum threshold for local production and content will be considered. If the quantity of materials and/or products required cannot be wholly sourced from South African based manufacturers and/or at the designated local content threshold at any particular time, a bidder should obtain written approval from the dtic to supply the remaining portion at a lower local content threshold. Such approval application should be submitted and obtained prior to the closing of the bid. The dtic, in consultation with Transnet, will grant such approval on a case-by-case basis and will consider the following:

- required volumes in the particular bid;
- available collective South African industry manufacturing capacity at that time;
- delivery times;
- availability of input materials and components;
- technical considerations including operating conditions;
- materials of construction; and
- Security of supply and emergencies.

## 7.2. Local Content Notes

7.2.1. The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) on the date of the advertisement of the tender;

7.2.2. Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content;

7.2.3. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation:

$$LC = [1 - x/y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the SARB at 12:00 on the date of advertisement of the bid.

7.2.4. The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential tenderers on the DTI's official website; <http://www.the dti.gov.za/industrial development/ip.jsp> at no cost.

7.2.5. The rates of exchange quoted by the tenderer in paragraph 4.1 of Returnable Schedule (the Declaration Certificate for Local Production and Content for Designated Sectors) will be verified for accuracy.

- 7.2.6. Declaration Certificate for Local Production and Content (SBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted at the closing date and time of the bid;
- 7.2.7. Tenderers must familiarise themselves with all the information provided in the Local Content instruction notes with particular reference to paragraph 4 of the instruction notes.
- 7.2.8. Respondents are to ensure that they complete the local content annexures in line with the provisions made in the Guidance Document for the calculation of Local Content. Failure to comply will lead to disqualification.

### 7.3. **Mandatory RFP Annexures**

The regulatory and mandatory RFP Annexures, which must be completed by all Respondents in order to declare Local Content, are as follows:

- Annexure B – Declaration Certificate for Local Production and Content [SBD 6.2]
- Annexure C – Local Content Declaration: Summary Schedule
- Annexure B and C must be completed and submitted even if a complete Local Content exemption letter from DTI has been obtained.
- To the extent that an exemption from Local Content has been granted by the DTI, the exemption letter from DTI will be a mandatory returnable document.
- Annexures D and E are Supporting Schedules to Annexure C. They are named as follows:
  - Annexure D – Imported Content Declaration: Supporting Schedule to Annexure C
  - Annexure E – Local Content Declaration: Supporting Schedule to Annexure C
- Annexure F - Guidance Document for the calculation of Local Content

After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid. Declarations D and E should be kept by Respondents for verification purposes for a period of at least 5 years. The successful Respondent is required to continuously update Declarations C, D and E with the actual values for the duration of the contract. In addition to what is stated above regarding Annexures D and E, please note that these declarations are to be submitted as part of the Essential Returnable Documents.

### 7.4. **Challenges meeting the Local Content Threshold**

Should, after the award of a Bid, the Supplier experience challenges in meeting the stipulated minimum threshold for Local Content, Transnet is required to inform the DTI accordingly in order for the DTI to verify the circumstances and provide directives in this regard.

### 7.5. **Exchange Rate Verification**

The rate of exchange quoted by the Respondent in the declaration certificates (Annexure B – Declaration Certificate for Local Production & Content [SBD 6.2] and Annexure C – Local Content Declaration: Summary Schedule) will be verified for accuracy as per the requirement of National Treasury Instruction Notes and Circulars.

**7.6. Local Content Obligations**

Respondents are to note that the Local Content commitments made by the successful Respondent(s) will be incorporated as a term of the contract and monitored for compliance. Should the successful Respondent fail to meet its Local obligations, non-compliance penalties shall be applicable as per the contract or Standard Terms and Conditions of Contract. Breach of Local Content obligations also provide Transnet cause to terminate the contract in certain cases where material non-compliance with Local Content requirements are not achieved.

**8. COMMUNICATION**

- 8.1. For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to **[Zine Mdaki]** before **12:00 pm on TBC**, substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.
- 8.2. After the closing date of the RFP, a Respondent may only communicate with the Zine Mdaki (BPEC chairperson), at telephone number 0607823106, email [zine.mdaki@transnet.net](mailto:zine.mdaki@transnet.net) on any matter relating to its RFP Proposal.
- 8.3. Respondents are to note that changes to its submission will not be considered after the closing date.
- 8.4. 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.
- 8.5. 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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:

- 12.1. modify the RFP's Goods and request Respondents to re-bid on any such changes;
- 12.2. reject any Proposal which does not conform to instructions and specifications which are detailed herein;

- 12.3. disqualify Proposals submitted after the stated submission deadline [closing date];
- 12.4. award a contract in connection with this Proposal at any time after the RFP's closing date;
- 12.5. award a contract for only a portion of the proposed Goods which are reflected in the scope of this RFP;
- 12.6. split the award of the contract between more than one Supplier, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 12.7. cancel the bid process;
- 12.8. 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;
- 12.9. request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 12.10. 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;
- 12.11. 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;
- 12.12. to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods 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 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.

### **13. 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.

### **14. SECURITY CLEARANCE**

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods 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.

## 15. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

## 16. 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 Respondent be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

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

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


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

**TIP-OFFS ANONYMOUS:**




**Ethics Helpdesk (Pty) Ltd.**  
Ethics Management System™


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




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




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




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




**Telegram**  
Speak to an Agent via Telegram




**0800 003 056**



**086 551 4153**



**reportit@ethicshelpdesk.com**



**\*120\*0785980808#**

## **SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS**

### **1 BACKGROUND**

Transnet Port Terminals is a division of Transnet SOC Limited whose core business is to provide cargo handling to a wide spectrum of customers, including shipping lines, freight forwarders and cargo owners. Operations are divided into five major business segments, namely containers, bulk, break bulk, automotive and national port authority.

The Richards Bay Terminal is a material handling plant comprising of the Dry Bulk Terminal (DBT) and the Multi-Purpose Terminal (MPT). The two terminals are for importing and exporting different cargoes using mobile fleet, ship loaders, ship unloaders, stackers, stacker reclaimers and a network of conveyors.

To protect this infrastructure and TPT employees from fires, two protection systems have been fitted. These systems consist of VESDA detection (VLP and VLI) and the Sprinkler system. Maintenance of these systems is of paramount importance to ensure the Transnet assets remain protected from fires. For the maintenance and repairs service to be carried out without any disturbance technical team wish to implement a 36 month contract of supplying spares.

### **2 EXECUTIVE OVERVIEW**

Whereas Transnet is seeking a partner(s) to provide solutions for its supply of spares for fire detection and suppression systems nationally, 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'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(s).
- 2.3 Transnet must receive proactive improvements from the Supplier with respect to supply of Goods and related processes.
- 2.4 Transnet's overall competitive advantage must be strengthened by the chosen Supplier's leading edge technology and service delivery systems.
- 2.5 Transnet end users must be able to rely on the chosen Supplier's personnel for service enquiries, recommendations and substitutions.
- 2.6 Transnet must reduce costs by streamlining its acquisition of Goods, including managed service processes on a Group basis.

### **3 SCOPE OF REQUIREMENTS**

**REFER TO ANNEXURE G**

**4 GREEN ECONOMY / CARBON FOOTPRINT**

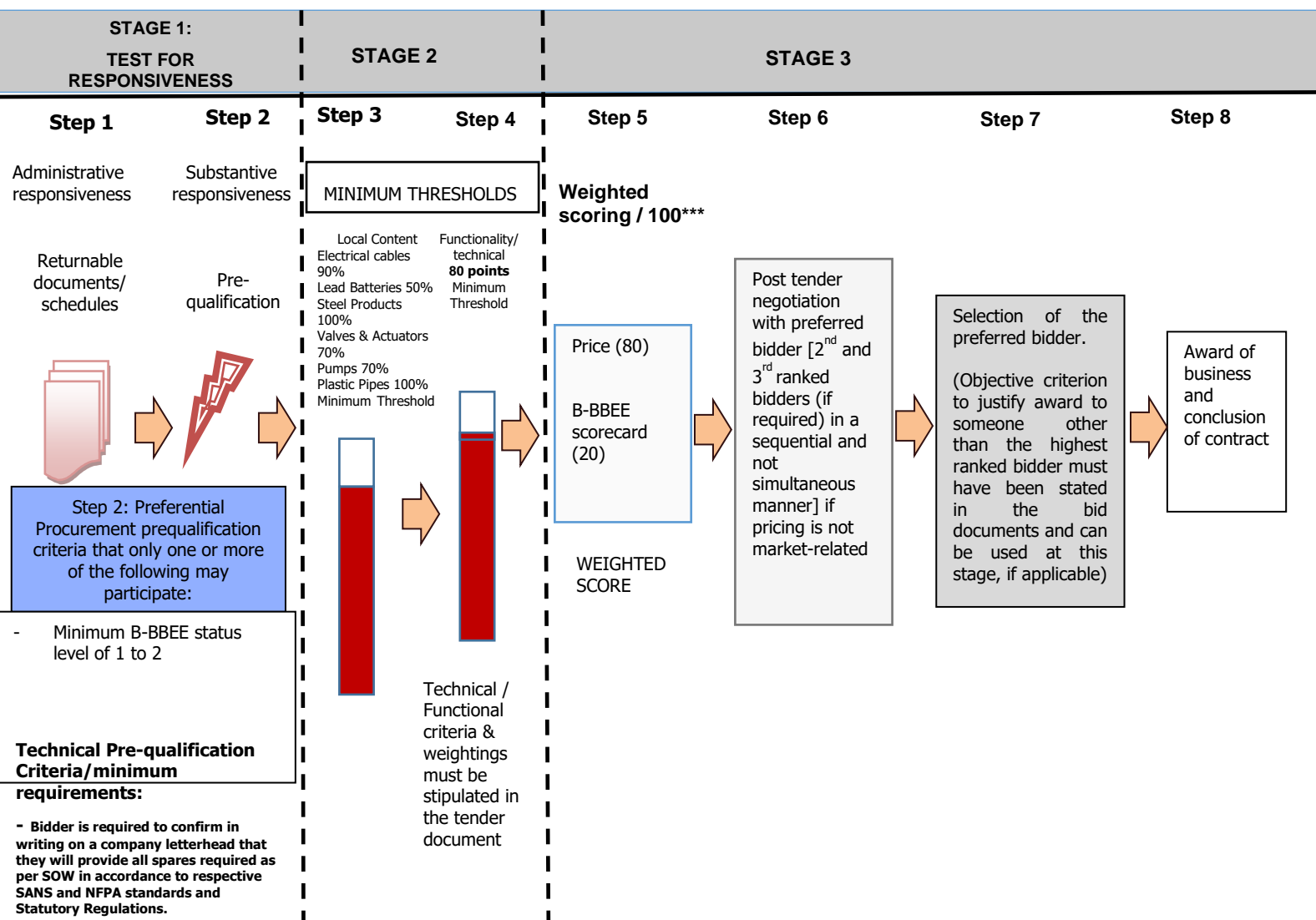
Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

**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:



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:

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

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

**6.2 STEP TWO: Test for Substantive Responsiveness to RFP**

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

<b>Check for substantive responsiveness</b>	<b>RFP Reference</b>
– Whether any general pre-qualification criteria set by Transnet, have been met	<i>All sections including: Section 2 paragraphs 2.2, 6, 12.2, General Bid Conditions clause 20</i>
– Whether the Bid contains a priced offer	<i>Section 4</i>
– Whether the Bid materially complies with the scope and/or specification given	<i>All Sections</i>
– Whether any Technical pre-qualification set by Transnet have been met as follows: <ul style="list-style-type: none"> <li>• <b>Eligibility:</b> Service Provider or Bidder to submit letter confirming that they will provide all spares required as per SOW</li> </ul>	<i>Section 3 – Scope of Work Annexure A</i>
– Whether any set prequalification criteria for preferential procurement have been met: <ul style="list-style-type: none"> <li>-The minimum B-BBEE status level of 1 to 2</li> </ul>	<i>Section 2 - Paragraph 6</i>
– Entity's financial stability	

***The test for substantive responsiveness [Step Two] must be passed for a Respondent's Proposal to progress to Step Three for the evaluation of Local Content***

**6.3 STTEP THREE: Minimum Threshold for Local Content**

Local Production and Content Threshold	RFP REFERENCE
<ul style="list-style-type: none"> <li>A minimum threshold as stated below is required for Local Content of Goods offered: <ul style="list-style-type: none"> <li>✓ Electrical Cables 90%</li> <li>✓ Industrial lead Batteries 50%</li> <li>✓ Steel Products and Components for Construction 100%</li> <li>✓ Valves Products and Actuators 70%</li> <li>✓ Pumps 70%</li> <li>✓ Plastic Pipes 100%</li> </ul> </li> </ul>	<i>Section 2, paragraph 7 Annexures B and C</i>

***The test for meeting the Local Content threshold [Step Three] must be passed for a Respondent's proposal to progress to Step Four for further evaluation***

- Respondents are to note that Transnet will not round off final Local Content scores for the purposes of determining whether the Local Content threshold has been met.
- A bid that fails to meet the minimum stipulated threshold for local production and content will be regarded as an unacceptable bid.

**6.4 STEP FOUR: Minimum Threshold of 80 points for Technical Criteria and Functional Requirements**

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

Eligibility Criteria		Scoring guideline	Returnable Schedule
<b>Eligibility:</b> - Bidder is required to confirm in writing on a company letterhead that they will provide all spares required as per SOW in accordance to respective SANS and NFPA standards and Statutory Regulations	<b>Confirmation letter</b>	Yes/No	T2.2-1

Technical Evaluation Criteria	Points Weightings	Scoring guideline	Returnable Schedule
<b>Experience on similar work or supply</b> - Service provider is required to submit testimonial letters as traceable references. The traceable reference must be in a form of a letter, compiled in a client's letterhead. It must contain the nature of work conducted, period, signed and with contact details (i.e., Tel, Email and Business Cell). Minimum requirement is four traceable references adhering to the above requirements to score full points.	40	4 or more testimonial letters submitted. = 40 Points 3 testimonial letters submitted = 30 Points 2 testimonial letters submitted = 20 Points 1 testimonial letter submitted = 10 Points Nothing Submitted = 0 Points	T2.2.2
<b>Delivery lead time</b> - Delivery/Lead Time - The delivery time confirmation of commitment must be in writing on company's	30	Company profile with all minimum requirements and components (spares) delivery lead time of two weeks = 30 Points	T2.2.3

Technical Evaluation Criteria	Points Weightings	Scoring guideline	Returnable Schedule
letterhead. Bidder to also confirm that they are a specialist in supply of Fire spares in a form of a company profile, that will indicate the following as minimum requirements: <ul style="list-style-type: none"> <li>✓ Vision</li> <li>✓ Mission</li> <li>✓ Business trade (Goods and service rendered)</li> <li>✓ Supply/Delivery milestones (set dates and achieved dates)</li> </ul>		Company profile with all minimum requirements and components (spares) delivery lead time of three weeks = 15 Points Company profile with all minimum requirements and components (spares) delivery lead time of four weeks = 0 Points	
<b>Quality Control Plan</b> - Quality Control Plan – Bidder to submit a detailed quality control plan that will include the following factors as minimum requirements: <ul style="list-style-type: none"> <li>✓ Spares Storage and Retrieval</li> <li>✓ Packing</li> <li>✓ Transportation</li> <li>✓ Handling</li> <li>✓ Delivery</li> </ul>	15	Quality Control Plan Submitted with all minimum requirements = 15 Points Quality Control Plan Submitted but only 4 minimum requirements included = 13 Points Quality Control Plan Submitted but only 3 minimum requirements included = 10 Points Quality Control Plan Submitted but only 2 minimum requirements included = 7 Points Quality Control Plan Submitted but only 1 minimum requirement included = 5 Points No Quality Control Plan Submitted	T2.2.4
<b>Warranty:</b> Service Provider or Bidder to submit warranty duration for components (Spares)	15	12 Months Warranty = 15 Points Less than 12 Months warranty = 0 Points	T2.2.5
<b>Total Weighting:</b>	<b>100</b>		
<b>Minimum qualifying score required:</b>	<b>80</b>		

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

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

#### 6.5 STEP FIVE: Evaluation and Final Weighted Scoring

a) **Price Criteria** [Weighted score 80 points]:

Evaluation Criteria	RFP Reference
• Commercial offer	Section 4

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

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

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

Where:

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

b) **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 Point Claim Form.

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

Threshold	Minimum Threshold
Local Content	Electrical Cables 90% Industrial lead Batteries 50% Steel Products and Components for Construction 100% Valves Products and Actuators 70% Pumps 70% Plastic Pipes 100%
Technical / functionality	75 points

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

6.7 **STEP SIX: 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 SEVEN: Objective Criteria (if applicable)**

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder. The objective criteria Transnet may apply in this bid process include:

- Geographical location;
- all Risks identified during a risk assessment exercise/probity check (which may be conducted by an authorised third party) that would be done to assess all risks, including but not limited to:
  - the financial stability of the bidder based on key ratio analysis, which would include, but not be limited to Efficiency, Profitability, Financial Risk, Liquidity, Acid Test, and Solvency;
  - a due diligence to assess functional capability and capacity. This could include a site visit;
  - A commercial relationship with a Domestic Prominent Influential Person (DPIP) or Foreign Prominent Public Official (FPPO) or an entity of which such person or official is the beneficial owner; and
  - Reputational and Brand risks

**6.9 STEP EIGHT: Award of business and conclusion of contract**

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

**SECTION 4: PRICING AND DELIVERY SCHEDULE (REFER TO ANNEXURE H)****Notes to Pricing:**

- **The supplier is to quote for all line items, failure to do so will lead to disqualification.**
  - **Prices should include all other costs e.g delivery costs. These should not be shown separately as they will be disregarded**
- 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) All Prices must be quoted in South African Rand inclusive of VAT.
- c) 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.
- d) Quantities given are estimates only. Any orders resulting from this RFP will be on an "as and when required" basis.
- e) Prices are to be quoted on a delivered basis to Richards Bay.
- f) 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.
- g) 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: \_\_\_\_\_
- h) Manufacturing and delivery lead time calculated from date of receipt of purchase order: \_\_\_\_\_ weeks
- i) 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]

<b>YES</b>	
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**1 DISCLOSURE 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](http://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.						
<b>Is the Respondent</b> (Complete with a "Yes" or "No")						
<b>A DPIP/FPPO</b>		<b>Closely Related to a DPIP/FPPO</b>		<b>Closely Associated to a DPIP/FPPO</b>		
<b>List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.</b>						
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 DPIIP or FPPO are to note that Transnet is required to annually publish on its website a list of all business contracts entered into with DPIIP or FPPO. This list will include successful Respondents, if applicable.

## **2 "AS AND WHEN REQUIRED" CONTRACTS**

- 2.1 Purchase orders will be placed on the Supplier(s) from time to time as and when Goods are required.
- 2.2 Transnet reserves the right to place purchase orders until the last day of the contract for deliveries to be effected, within the delivery period / lead time specified, beyond the expiry date of the contract under the same terms and conditions as agreed upon.
- 2.3 Delivery requirements may be stipulated in purchase orders and scheduled deliveries may be called for. However, delivery periods and maximum monthly rates of delivery offered by the Respondents will be used as guidelines in establishing lead times and monthly delivery requirements with the Supplier.
- 2.4 Where scheduled deliveries are required, the delivery period(s) specified must be strictly complied with, unless otherwise requested by Transnet. Material supplied earlier than specified may not be paid for or may be returned by Transnet, with the Supplier being held liable for all expenses so incurred, e.g. handling and transport charges.
- 2.5 If the delivery period offered by the Respondents is subject to a maximum monthly production capacity, full particulars must be indicated in Section 4 [*Pricing and Delivery Schedule*]
- 2.6 The Respondent must state hereunder its annual holiday closedown period [if applicable] and whether this period has been included in the delivery lead time offered:
- 2.7 Respondents are required to indicate below the action that the Respondent proposes to take to ensure continuity of supply during non-working days or holidays and periods occupied in stocktaking or in effecting repairs to plant or in overhaul of plant which would ordinarily occur within the stated delivery lead time/s:

## **3 RETURN OF SURPLUS GOODS**

Respondents are required to indicate whether they have a return policy in place (if so attach a copy):

<b>YES</b>		<b>NO</b>	
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Respondents are required to indicate a reasonable timeframe during which Transnet may return any surplus goods: \_\_\_\_\_

## **4 MANUFACTURERS**

- 4.1 The Respondents must state hereunder the actual manufacturer(s) of the Goods tendered for:
- 4.2 Local Manufacturer(s):

RFP ITEM NO.	NAME	BUSINESS ADDRESS

- 4.3 Foreign Manufacturer(s):



RFP ITEM NO.	NAME	BUSINESS ADDRESS

**5 INSPECTION DETAILS**

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

**5.1 Local Manufacturer(s)**

RFP ITEM NO.	NAME	BUSINESS ADDRESS

**5.2 Foreign Manufacturer(s):**

RFP ITEM NO.	NAME	BUSINESS ADDRESS

**6 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.

**7 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:

7.1 ZAR 1.00 [South African currency] being equal to \_\_\_\_\_ *[foreign currency]*

7.2 \_\_\_\_\_ % in relation to tendered price(s) to be remitted overseas by Transnet

7.3 \_\_\_\_\_ [Name of country to which payment is to be made]

7.4 Beneficiary details:

Name *[Account holder]* \_\_\_\_\_

Bank *[Name and branch code]* \_\_\_\_\_

Swift code \_\_\_\_\_

Country \_\_\_\_\_

7.5 \_\_\_\_\_ *[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/suppliers, as instructed above, will be based on an agreed rate of exchange related to the contractual price of the Goods at that time.

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

## **8 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 A *[Specifications and Drawings]* 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:**

<b>YES</b>	
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<b>NO</b>	
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## **9 SERVICE LEVELS**

9.1 An experienced 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.

9.2 Transnet will have quarterly reviews with the Supplier’s account representative on an on-going basis.

9.3 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.

9.4 The Supplier 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 Supplier 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

9.5 The Supplier must provide a telephone number for customer service calls.

9.6 Failure of the Supplier 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:**

<b>YES</b>	
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<b>NO</b>	
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**10 TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES**

10.1 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 services and related logistics provided by Transnet's operating divisions within South Africa to the ultimate benefit of all end-users.

**Accepted:**

<b>YES</b>	
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<b>NO</b>	
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If "yes", please specify details in paragraph 14.2 below.

10.2 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.

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**11 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 Respondents, in relation to:

**11.1 Quality and specification of Goods delivered:**


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**11.2 Continuity of supply:**


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


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


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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 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS**

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

\_\_\_\_\_

carrying on business trading/operating as

represented by \_\_\_\_\_  
 in my capacity as \_\_\_\_\_

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

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

I/We hereby offer to supply the abovementioned Goods 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:

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

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

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

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Goods 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 to be negotiated with Transnet, 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 due to non-performance by ourselves, failure to meet Local Content, etc.

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

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

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

### ADDRESS FOR NOTICES

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

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

Name of Entity:

---

Facsimile:

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Address:

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### NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Supplier**] will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier 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 180 [one hundred and eighty] 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)

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Respondent's Signature

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Date & Company Stamp

**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	<b><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></b>
Returnable Documents Used for Scoring	<b><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></b>
Essential Returnable Documents	<b><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></b>

**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:

<b>MANDATORY RETURNABLE DOCUMENTS</b>	<b>SUBMITTED [Yes/No]</b>
Section 1: SBD1 Form	
SECTION 4: Pricing and Delivery Schedule	
ANNEXURE B – Declaration Certificate for Local Production and Content [SBD6.2] (SBD6.2 must be completed and submitted even if a complete Local Content exemption letter from DTI has been obtained)	
ANNEXURE C – Local Content Declaration: Summary Schedule (Annexure C must be completed and submitted even if a complete Local Content exemption letter from DTI has been obtained)	
A Local Content exemption letter from DTI (where applicable)	
Technical Pre-Qualification - Bidder is required to confirm in writing on a company letterhead that they will provide all spares required as per SOW in accordance to respective SANS and NFPA standards and Statutory Regulations.	

**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:

---

 Respondent's Signature

---

 Date & Company Stamp

<b><u>RETURNABLE DOCUMENTS USED FOR SCORING</u></b>	<b>SUBMITTED [Yes or No]</b>
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 9 of this RFP	
Experience on similar work or supply	
Delivery lead time	
Quality Control Plan	
Warranty	

**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:

<b>ESSENTIAL RETURNABLE DOCUMENTS &amp; SCHEDULES</b>	<b>SUBMITTED [Yes or No]</b>
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 8: RFP Clarification request form	
SECTION 9: B-BBEE Preference Claim Form	
SECTION 10: Certificate of attendance of compulsory RFP Briefing	
ANNEXURE D – Imported Content Declaration: Supporting Schedule to Annexure C	
ANNEXURE E – Local Content Declaration: Supporting Schedule to Annexure C	
SECTION 11: SBD 5 (NIPP)	
SECTION 12: 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.

\_\_\_\_\_  
Respondent's Signature\_\_\_\_\_  
Date & Company Stamp



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

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

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

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

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

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

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

**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 Supply of the Goods 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 Transnet including any person who may be involved in the evaluation and/or adjudication of this Bid;
8. We declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of Transnet;
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFP; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

\_\_\_\_\_  
Respondent's Signature\_\_\_\_\_  
Date & Company Stamp

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

ADDRESS:

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Indicate nature of relationship with Transnet:

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

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

#### **BIDDER'S DISCLOSURE (SBD4)**

#### **12 PURPOSE OF THE FORM**

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

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

#### **13 Bidder's declaration**

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

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

Full Name	Identity Number	Name of State institution

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


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

**YES/NO**

13.2.1. If so, furnish particulars:

.....  
.....

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

**YES/NO**

13.3.1. If so, furnish particulars:

.....  
.....

#### **14 DECLARATION**

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

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

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

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

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

<sup>2</sup> 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.

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

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

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

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

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

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

#### **BREACH OF LAW**

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

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

NATURE OF BREACH:

---

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

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

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

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

\_\_\_\_\_  
Respondent's Signature\_\_\_\_\_  
Date & Company Stamp

**SECTION 8: RFP CLARIFICATION REQUEST FORM**

RFP No: iCLM RB 683/TPT

RFP deadline for questions / RFP Clarifications: Before 12:00 pm on 24 October 2022

TO: Transnet SOC Ltd  
ATTENTION: The Tender Administrator  
EMAIL [zine.mdaki@transnet.net]  
DATE: \_\_\_\_\_  
FROM: \_\_\_\_\_  
\_\_\_\_\_

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

**REQUEST FOR RFP CLARIFICATION**

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

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

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

\_\_\_\_\_  
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
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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-BBBEE status level certificate issued by an authorised body or person;
  - (ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - (iii) any other requirement prescribed in terms of the B-BBEE Act.
- (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:

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)^{80/20}$$

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 (80/20 system)
1	20
2	18
3	14
4	12
5	8

6	6
7	4
8	2
Non-compliant contributor	0

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	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 <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>3</sup></b>	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . = .....(maximum of 20 points)

<sup>3</sup> 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.

(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 least 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 paragraphs 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/NON-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 to be supplied 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.

**SECTION 11: 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.

---

 Respondent's Signature

---

 Date & Company Stamp

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](mailto: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.....

Name (in print).....

Date.....

\_\_\_\_\_  
Respondent's Signature\_\_\_\_\_  
Date & Company Stamp

**SECTION 12: PROTECTION OF PERSONAL INFORMATION**

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.(“POPIA”):  
  
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:  
  
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is “Transnet” and the Data subject is the “Respondent”. Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFP, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFP (physically, through a computer or any other form of electronic communication).
9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of

personal information and to restore the integrity of the affected personal information as quickly as is possible.

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

**Respondents are required to provide consent below:**

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

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/infoereg/>, click on contact us, click on complaints.IR@justice.gov.za

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**SATS 1286:2011**

Edition 1

## **SABS STANDARDS DIVISION**

Technical specification

### **Local goods, services and works — Measurement and verification of local content**

This document does not have the status of a South African National Standard.

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**SABS**

**SATS 1286:2011**  
Edition 1

**Table of changes**

Change No.	Date	Scope

**Foreword**

This South African technical specification was approved by National Committee SABS TC 180, *Conformity assessment (CASCO)*, in accordance with procedures of the SABS Standards Division, in compliance with annex 3 of the WTO/TBT agreement.

This SATS was published in November 2011.

This document is being issued as a South African technical specification because there is a need for clarity and the ability to measure and validate the local content of goods, works and services in order to implement a procurement system that takes the local content into account.

This document will in future be revised and issued as a national standard.

Reference is made in 1.1 and 2.6 to the "relevant national legislation". In South Africa, this means the Preferential Procurement Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

Reference is made in the note to 2.10 to a "national accreditation body". In South Africa, this means the South African National Accreditation System (SANAS).

Reference is made in 5.1(a) to an "accredited verification body". In South Africa, this means a body accredited by the South African National Accreditation System (SANAS).

Reference is made in 5.1(b) to an "independent registered auditor". In South Africa, this means a registered auditor approved by the Independent Regulatory Board for Auditors (IRBA) in terms of the Auditing Profession Act, 2005 (Act No. 26 of 2005).

Annexes A and B form an integral part of this document.

**Introduction**

Preferential procurement policies and their associated regulations, such as local content requirements, are mechanisms used by the government and organs of state in the adjudication of tenders, to give consideration to procuring locally manufactured products that comply with specified requirements. Governments may identify specific industries which are deemed to be of critical importance to the economic sustainability and industrial development of their country.

In order to calculate and verify local content, a standardized approach is essential, and this document specifies the approach used in South Africa.

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**SATS 1286:2011**

Edition 1

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## **Local goods, services and works — Measurement and verification of local content**

### **1 Scope**

**1.1** This technical specification specifies requirements and procedures to define, measure, declare and verify the local content of goods, services and works when required for procurement and other purposes, in terms of the relevant national legislation (see foreword):

**NOTE** The product should contain no less than the level of local content as determined by the relevant national legislation (see foreword) and other procurement requirements.

**1.2** This technical specification does not specify the required safety, quality or other properties of the product.

The responsibility to include the above requirements rests with the procurement authority.

### **2 Definitions**

For the purposes of this document, the following definitions apply.

#### **2.1**

##### **component**

elementary part (element or portion) of a product

#### **2.2**

##### **imported content**

that portion of the tender price represented by

a) the cost of imported components, and

b) the cost of parts or materials which have been or are still to be imported (whether by the suppliers or the suppliers' subcontractors or any other third party) the costs of which are inclusive of the costs abroad,

plus freight and other direct importation costs, such as landing cost, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry excluding value added tax (VAT)

#### **2.3**

##### **local content**

that portion of the tender price that is not included in the imported content, provided that local manufacturing takes place and is calculated in accordance with the local content formula (see 3.1)



## **SATS 1286:2011**

Edition 1

### **2.4**

#### **manufacture**

any kind of working or processing, including assembly or specific operations

### **2.5**

#### **material**

ingredient, raw material, component or part used in the manufacture of a product

### **2.6**

#### **products**

produced goods, services or works, or manufactured goods as defined in the relevant national legislation (see foreword)

### **2.7**

#### **tender price**

price offered by the tenderer, excluding value added tax (VAT)

### **2.8**

#### **tenderer**

person or organization that submits a tender offer

[ISO 10845-1:2010]

### **2.9**

#### **verification**

confirmation through the provision of objective evidence that the specified requirements have been fulfilled.

### **2.10**

#### **verification body**

body that provides assurance of the claims of local content made by the supplier

NOTE In order to provide assurance as to the competence of the verification body, the user may require that the verification body be accredited to perform these functions by a national accreditation body (see foreword).

## **3 Local content measurement**

### **3.1 Calculation of local content**

The local content percentage of the product shall be as specified (see annex A). The local content, LC, expressed as a percentage of the tender price, shall be calculated as follows:

$$LC = (1 - x/y) * 100$$

where

x is the imported content (see 2.2), in Rand (ZAR);

y is the tender price (see 2.7), in Rand (ZAR).

Prices referred to in the determination of x shall all be converted to Rand (ZAR) by using the exchange rate as specified (see annex A).

### **3.2 Documentation required for the calculation of local content**

**3.2.1** Documentation used for the purposes of measuring local content shall include, but is not limited to, details of all imported components, parts or materials indicating origin, manufacturer, freight cost and other direct importation costs, such as landing cost, dock duties, and import duty and sales duty, i.e. landed cost.

**3.2.2** Documentary proof used for calculating  $x$  in the measurement of local content and proof of the tender price  $y$  shall be kept accessible for a period of no less than five years.

**3.2.3** The tenderer shall be responsible for the accuracy of the information, including the imported content in the supply chain.

**3.2.4** If information on the origin of components, parts or materials is not available, it will be deemed to be imported content.

### **3.3 Control of documents and records by the tenderer**

Documents and records to provide evidence of compliance with the requirements of this technical specification shall be controlled.

A documented procedure to define the controls needed for the identification, storage, protection, retrieval, retention and disposition of records shall be established.

Records shall remain legible, readily identifiable and retrievable.

## **4 Declaration**

The tenderer shall attach the declaration in annex B signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member/person with management responsibility (close corporation, partnership or individual) to the purchaser stating the local content percentage of the product, calculated in accordance with 3.1, and confirming the final tender price.

## **5 Verification**

**5.1** The procurement authority may require that the measurement of local content be verified. The verification shall be conducted by:

- a) an accredited verification body (see foreword); or
- b) an independent registered auditor (see foreword).

**5.2** Those conducting the verification shall have defined and documented procedures for the verification activities.

**Annex A**  
(normative)

**Notes to purchasers**

In addition to data clearly describing the product ordered, the following requirements shall be specified in tender invitations and in each order or contract:

- a) the local content percentage requirements (see 3.1), and
- b) the exchange rate requirements (see 3.1).

**Annex B**  
(normative)

**Local content declaration**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF TENDER No.** .....  
**ISSUED BY:** (Procurement Authority): .....

NB The obligation to complete and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the tenderer.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of tendering entity),  
the following:

- (a) The facts herein contained are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services to be delivered in terms of the above-specified tender comply with the minimum local content requirements as specified in the tender, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286 and the following figures:

	Rand (ZAR)
Tender price, excluding VAT	
Less imported content, as calculated in terms of SATS 1286	
Local content	
Local content %	

If the tender is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that the Procurement Authority has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the tender is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the procurement authority imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

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

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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

## **Bibliography**

ISO 10845:2010, *Construction procurement – Part 1: Processes, methods and procedures.*

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## **SABS – Standards Division**

The objective of the SABS Standards Division is to develop, promote and maintain South African National Standards. This objective is incorporated in the Standards Act, 2008 (Act No. 8 of 2008).

### **Amendments and Revisions**

South African National Standards are updated by amendment or revision. Users of South African National Standards should ensure that they possess the latest amendments or editions.

The SABS continuously strives to improve the quality of its products and services and would therefore be grateful if anyone finding an inaccuracy or ambiguity while using this standard would inform the secretary of the technical committee responsible, the identity of which can be found in the foreword.

Tel: +27 (0) 12 428 6666 Fax: +27 (0) 12 428 6928

The SABS offers an individual notification service, which ensures that subscribers automatically receive notification regarding amendments and revisions to South African National Standards.

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Details and advice can be obtained from the Senior Manager.

Tel: +27 (0) 12 428 6666 Fax: +27 (0) 12 428 6928 E-mail: [info@sabs.co.za](mailto:info@sabs.co.za)

## ANNEXURE B

## SBD 6.2

### DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. In terms of Regulation 16(2) of the Preferential Procurement Regulations, 2017, any sector designated and minimum threshold determined for local production and content for purposes of regulation 9 of the 2011 Regulations and in force immediately before the repeal of the 2011 Regulations, are regarded as having been done under regulation 8(1) of the 2017 Regulations.
- 1.4. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.**

- 1.7. A bid will be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

#### 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<b>Electrical cables</b>	<b>90%</b>
<b>Industrial lead batteries</b>	<b>50%</b>

<b>Steel Products and Components for Construction</b>	<b>100%</b>
<b>Valves Products and Actuators</b>	<b>70%</b>
<b>Pumps</b>	<b>70%</b>
<b>Plastic pipes</b>	<b>100%</b>

4. Does any portion of the services, works or goods offered have any imported content?  
( ***Tick applicable box***)

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

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**



**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ICLM RB 683/TPT SUPPLY OF SPARES FOR FIRE DETECTION AND SUPPRESSION SYSTEMS**

**ISSUED BY:** TRANSNET SOC LTD

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names), do hereby declare, in my capacity as .....of.....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

**Electrical Cable 90%**

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>90%</b>
Local content %, as calculated in terms of SATS 1286:2011	

**Industrial Lead Batteries 50%**

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>50%</b>
Local content %, as calculated in terms of SATS 1286:2011	

**Steel Products and Components for Construction 100%**

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	

**Valves Products and Actuators 70%**

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>70%</b>
Local content %, as calculated in terms of SATS 1286:2011	

**Pumps 70%**

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>70%</b>
Local content %, as calculated in terms of SATS 1286:2011	

**Plastic Pipes 100%**

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	<b>100%</b>
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

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

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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

Tender item no's	List of items	Calculation of local content					Tender summary				
		Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
1	ELECTRICAL CABLES										
2	INDUSTRIAL LEAD BATTERIES										
3	STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION										
4	VALVES PRODUCTS AND ACTUATORS										
5	PUMPS										
6	PLASTIC PIPES										
Signature of tenderer from Annex B							(C20) Total tender value	R 0			
							(C21) Total Exempt imported content	R 0			
							(C22) Total/ Tender value net of exempt imported content	R 0			
							(C23) Total Imported content	(C24) Total local content			
							(C25) Average local content % of tender	R 0			

Date: \_\_\_\_\_

## Annex D

ESSENTIAL RETURNABLE DOCUMENT:

FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE D MAY RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

### Imported Content Declaration - Supporting Schedule to Annex C

[illegible]

#### A. Exempted imported content

[illegible]

(D19) Total exempt imported value	R 0
-----------------------------------	-----

**This total must correspond with  
Annex C - C 21**

**B. Imported directly by the Tenderer**

[illegible]

(D32) Total imported value by tenderer	R 0
--	-----

C. Imported by a 3rd party and supplied to the Tenderer

[illegible]

(D45) Total imported value by 3rd party	R 0
---	-----

## D. Other foreign currency payments

D. Other foreign currency payments			Calculation of foreign currency payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above	R 0
--	-----

**This total must correspond with  
Annex C - C 23**

Signature of tenderer from Annex B

Date: \_\_\_\_\_

FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE E MAY RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

(E1)  
(E2)  
(E3)  
(E4)  
(E5)

Tender No.	
Tender description:	
Designated products:	
Tender Authority:	
Tendering Entity name:	

**Note:** VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		

RO

80

RO

RO

**This total must correspond with Annex C - C24**

Date:

## **Guidance Document for the Calculation of Local Content**

### **1. DEFINITIONS**

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

### **2. GENERAL**

#### **2.1. Introduction**

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
  - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
  - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
  - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

**NOTE:**

Annexure A is a note to the purchaser in SATS 1286:2011; and  
Annexure B is the Local Content Declaration IN SATS 1286:2011.

**2.2. What is local content?**

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

**2.3. Categories: Imported and Local Content**

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

**2.3.1. Imported Content**

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

#### 2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

#### 2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.



When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

#### 2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in Annexure D.

#### **2.3.2. Local Content**

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

### **3. ANNEXURE C**

#### **3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule**

*Note: The paragraph numbers correspond to the numbers in Annexure C.*

**C1. Tender Number**

Supply the tender number that is specified on the specific tender documentation.

**C2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

**C3. Designated products**

Supply the details of the products that are designated in terms of this tender (i.e. buses).

**C4. Tender Authority**

Supply the name of the tender authority.

**C5. Tendering Entity name**

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

**C6. Tender Exchange Rate**

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**C7. Specified local content %**

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

**C8. Tender item number**

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

**C9. List of items**

Provide a list of the item(s) corresponding with the tender item number.  
This may be a short description or a brand name.

**Calculation of local content**

**C10. Tender price**

Provide the unit tender price of each item excluding VAT.

**C11. Exempted imported content**

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

**C12. Tender value net of exempted imported content**

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

**C13. Imported value**

Provide the ZAR value of the items' imported content.

**C14. Local value**

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

**C15. Local content percentage (per item)**

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

**Tender Summary**

**C16. Tender quantity**

Provide the tender quantity for each item number as per the tender specification.

**C17. Total tender value**

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

**C18. Total exempted imported content**

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

**C19. Total imported content**

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

**C20. Total tender value**

Total tender value is the sum of the values in column C17.

**C21. Total exempted imported content**

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

**C22. Total tender value net of exempted imported content**

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

**C23. Total imported content**

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

**C24. Total local content**

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

**C25. Average local content percentage of tender**

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

#### **4. ANNEXURE D**

##### **4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”**

*Note: The paragraph numbers correspond to the numbers in Annexure D.*

**D1. Tender number**

Supply the tender number that is specified on the specific tender documentation.

**D2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

**D3. Designated products**

Supply the details of the products that are designated in terms of this tender (i.e. buses).

**D4. Tender authority**

Supply the name of the tender authority.

**D5. Tendering entity name**

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

**D6. Tender exchange rate**

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**Table A. Exempted Imported Content**

**D7. Tender item number**

Provide the tender item number(s) of the product(s) that have imported content.

**D8. Description of imported content**

Provide a list of the exempted imported product(s), if any, as specified in the tender.

**D9. Local supplier**

Provide the name of the local supplier(s) supplying the imported product(s).

**D10. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

**D11. Imported value as per commercial invoice**

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

**D12. Tender exchange rate**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D13. Local value of imports**

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

**D14. Freight costs to port of entry**

Provide the freight costs to the South African Port of the exempted imported item.

**D15. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

**D16. Total landed costs excl VAT**

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

**D17. Tender quantity**

Provide the tender quantity of the exempted imported products as per the tender specification.

**D18. Exempted imported value**

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the

tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

**D19. Total exempted imported value**

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

**Table B. Imported Directly By Tenderer**

**D20. Tender item numbers**

Provide the tender item number(s) of the product(s) that have imported content.

**D21. Description of imported content:**

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

**D22. Unit of measure**

Provide the unit of measure for the product(s) imported directly by the tenderer.

**D23. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

**D24. Imported value as per commercial Invoice**

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

**D25. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D26. Local value of imports**

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

**D27. Freight costs to port of entry**

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

**D28. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

**D29. Total landed costs excl VAT**

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

**D30. Tender quantity**

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

**D31. Total imported value**

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

**D32. Total imported value by tenderer**

The total value of imports by the tenderer is the sum of the values in column D31.

**Table C. Imported by Third Party and Supplied to the Tenderer**

**D33. Description of imported content**

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

**D34. Unit of measure**

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

**D35. Local supplier**

Provide the name of the local supplier(s) supplying the imported product(s).



**D36. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the imported products.

**D37. Imported value as per commercial invoice**

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

**D38. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D39. Local value of imports**

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

**D40. Freight costs to port of entry**

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

**D41. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

**D42. Total landed costs excluding VAT**

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

**D43. Quantity imported**

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

**D44. Total imported value**

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

**D45. Total imported value by third party**

The total imported value from the third party is the sum of the values in column D44.

**Table D. Other Foreign Currency Payments**

**D46. Type of payment**

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

**D47. Local supplier making the payment**

Provide the name of the local supplier making the payment.

**D48. Overseas beneficiary**

Provide the name of the overseas beneficiary.

**D49. Foreign currency value paid**

Provide the value of the listed payment(s) in their foreign currency.

**D50. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D51. Local value of payments**

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

**D52. Total of foreign currency payments declared by tenderer and/or third party**

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

**D53. Total of imported content and foreign currency payment**

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

## **5. ANNEXURE E**

### **5.1. Guidelines to completing Annexure E: “Local Content Declaration-Supporting Schedule to Annexure C”**

*The paragraph numbers correspond to the numbers in Annexure E*

#### **E1. Tender number**

Supply the tender number that is specified on the specific tender documentation.

#### **E2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

#### **E3. Designated products**

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

#### **E4. Tender authority**

Supply the name of the tender authority.

#### **E5. Tendering entity name**

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

#### **Local Goods, Services and Works**

#### **E6. Description of items purchased**

Provide a description of the items purchased locally in the space provided.

#### **E7. Local supplier**

Provide the name of the local supplier that corresponds to the item listed in column E6.

#### **E8. Value**

Provide the total value of the item purchased in column E6.

**E9. Total local products (Goods, Services and Works)**

Total local products (goods, services and works) is the sum of the values in E8.

**E10. Manpower costs:**

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

**E11. Factory overheads:**

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

**E12. Administration overheads and mark-up:**

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

**E13. Total local content:**

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.

SUPPLY OF SPARES FOR FIRE DETECTION AND  
SUPPRESSION SYSTEMS TO TRANSNET SOC LTD  
OPERATING AS TRANSNET PORT TERMINAL (“TPT”) AT  
THE PORT OF RICHARDS BAY FOR A PERIOD OF THIRTY-  
SIX (36) MONTHS

TRANSNET PORT TERMINALS: TPT  
DESCRIPTION OF THE WORKS: SUPPLY OF SPARES FOR FIRE DETECTION AND SUPPRESSION SYSTEMS TO TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINAL ("TPT") AT THE PORT OF RICHARDS BAY FOR A PERIOD OF THIRTY-SIX (36) MONTHS

## 1. Executive Overview

Transnet Port Terminals is a division of Transnet SOC Limited whose core business is to provide cargo handling to a wide spectrum of customers, including shipping lines, freight forwarders and cargo owners. Operations are divided into five major business segments, namely containers, bulk, break bulk, automotive and national port authority.

The Richards Bay Terminal is a material handling plant comprising of the Dry Bulk Terminal (DBT) and the Multi-Purpose Terminal (MPT). The two terminals are for importing and exporting different cargoes using mobile fleet, ship loaders, ship unloaders, stackers, stacker reclaimers and a network of conveyors.

To protect this infrastructure and TPT employees from fires, two protection systems have been fitted. These systems consist of VESDA detection (VLP and VLI) and the Sprinkler system. Maintenance of these systems is of paramount importance to ensure the Transnet assets remain protected from fires. For the maintenance and repairs service to be carried out without any disturbance technical team wish to implement a 36 months contract of supplying spares.

## 2. Scope of work

- 2.1** The service provider or bidder is required to supply spares of fire detection and suppression system only when is requested.
- 2.2** The service provider or bidder is required to supply and provide quality components or spares as per SANS 0400
- 2.3** The service provider or bidder is required to supply components on time as per agreed cost or price

## 3. List of components(spares) to be supplied

SPARES FOR FIRE DETECTION SYSTEM	
Description of an item	Quantity
1. VESDA VLI with VESDA net , VLI 885	1
2. VLI intelligent Filter, VSP-030	1
3. VLI Secondary Foam Filter, VSP - 031	1
4. VLI Aspirator , VSP - 032	1
5. VLI Chamber Assembly , VSP - 033	1
6. VLI VESDA net card , VSP - 034	1
7. VLI Remote Display Module Spare, VSP - 035	1
8. VLI Ultrasonic Flow Manifold Spare, VSP - 036	1
9. Power Supply, PSU2A- S 27.5 V DC with Panel indicators: AC Input On, 24 V DC, Battery/charger faulty, Earth faulty	1
10. 6122 12V Battery (10 in a box)	1
11. VSNB valve box (red-stainless steel)	1
12. NC20/RW120 beacon sounder 1P66	1
13. VLI Cartridge for internal filter	1
14. Solenoid, type: 6213 A ½. P max. 145PSI , 24Volts DC . (with solenoid release valve)	1



## TRANSNET PORT TERMINALS: TPT

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15. Solenoid, 400425-142, 24 DC, catalogue no. SCB 320 A192 (with solenoid release valve)	1
16. <b>FireLock™ Manual Release Panel Series 755 Submittal</b> Operates as a manual actuating device. Contains a special quarter turn ball valve mounted in a painted steel enclosure Pressures up to 300 psi   2068 kPa   21 bar	1
17. PVC pipe (red) 25 mm, VESDA sampling pipe, per 3 m.	1
18. Straight coupling 25 mm for PVC pipe	1
19. VESDA PC- Link HLI Model no : VHX – 0200 Serial No: B8517517 Working Voltage : 18 – 30 Vdc Power Dis : 5 W It should be tested by VESDA, standard compliance to AS/NZS 3548 FCC class B, EN 61000-6-3 EN 50130-4.	1
20. Fire resistance PH 120 wire cable Versatile use for RS485 communication, Addressable system and Conventional system wiring  Tested to IEC 60332-1, Cat CWZ TO BS: 6387, BS EN 50200  No short circuit under a direct flame of up to 850 °C for the duration equivalent to the rating  PH120 Functionality assures the functional performance of emergency systems up to 120 minutes  Class 2 stranded copper conductor  Core wrapping with special mica impregnated glass fibre tape  Red outer jacket  Screening with alu-laminated polyester tape and stranded tinned copper drain wire  SPECIFICATIONS  Flame retardant, fire rated security and fire warning cable  Conforms to BS EN 50200 and tested to BS6387  Voltage rating = U / U 300 / 500 V  Cable Construction = Twisted 2C x 1.0 Sq.mm + E  Conductor Resistance = 18.1 Ω / km  Outer Diameter = PH120 - 9 mm  Operating temperature = -15 °C to 70 °C	1
21. The MCP range of indoor manual call points replaces their standard 'W' indoor series.	1



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<p>Break glass type but flexible re-settable element available as retro-fit item</p> <p>Monitoring Resistor</p> <p>Surface mounting</p> <p>Available in two resistance versions to suit most applications: 470 <math>\Omega</math> &amp; 680 <math>\Omega</math></p> <p>Patented 'plug &amp; play' concept for quick and easy installation</p> <p>Single maintenance tool</p> <p>Patented 'cassette' anti-tamper feature</p> <p>Manufacturers 3 year warranty</p> <p>Standards EN54-11</p> <p>MCP Series Illustrated</p> <table> <tr> <th>Attribute</th><th>Value</th></tr> <tr> <td>Call Point Type</td><td>Fire Alarm Call Point</td></tr> <tr> <td>Operation Type</td><td>Break Glass</td></tr> <tr> <td>Indoor/Outdoor</td><td>Indoor</td></tr> <tr> <td>Colour</td><td>Red</td></tr> <tr> <td>Element Material</td><td>Glass</td></tr> <tr> <td>Tamper Resistant</td><td>Yes</td></tr> <tr> <td>Box Material</td><td>PC/ABS</td></tr> <tr> <td>Depth</td><td>59.5 mm</td></tr> <tr> <td>Height</td><td>89 mm</td></tr> <tr> <td>Width</td><td>91mm</td></tr> </table>		Attribute	Value	Call Point Type	Fire Alarm Call Point	Operation Type	Break Glass	Indoor/Outdoor	Indoor	Colour	Red	Element Material	Glass	Tamper Resistant	Yes	Box Material	PC/ABS	Depth	59.5 mm	Height	89 mm	Width	91mm
Attribute	Value																						
Call Point Type	Fire Alarm Call Point																						
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<p>22. Series 65 Optical smoke detector (AP-S65-O)</p> <table> <tr> <td>Supply Voltage</td><td>9 to 33 V</td></tr> <tr> <td>Average Quiescent current 24 V</td><td>40 <math>\mu</math>A</td></tr> <tr> <td>Average Quiescent current at 9 V</td><td>35 <math>\mu</math>A</td></tr> <tr> <td>Alarm current at 24 V</td><td>52 mA</td></tr> <tr> <td>Alarm current at 9 V</td><td>17 mA</td></tr> <tr> <td>Alarm indication</td><td>Clear LED, Red in alarm</td></tr> <tr> <td>Normal operating temperature (no condensation or icing)</td><td>-20 to +60 <math>^{\circ}</math>C</td></tr> </table>	Supply Voltage	9 to 33 V	Average Quiescent current 24 V	40 $\mu$ A	Average Quiescent current at 9 V	35 $\mu$ A	Alarm current at 24 V	52 mA	Alarm current at 9 V	17 mA	Alarm indication	Clear LED, Red in alarm	Normal operating temperature (no condensation or icing)	-20 to +60 $^{\circ}$ C	1								
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Alarm current at 9 V	17 mA																						
Alarm indication	Clear LED, Red in alarm																						
Normal operating temperature (no condensation or icing)	-20 to +60 $^{\circ}$ C																						
23. Series 65 Heat detector (AP-S65-H, AP-S65-HBR,	1																						





## TRANSNET PORT TERMINALS: TPT

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AP-S65-HCR, AP-S65-HCS )		
Supply Voltage	9 to 33 V	
Average Quiescent current 24 V	45 µA	
Average Quiescent current at 9 V	40 µA	
Alarm current at 24 V	52 mA	
Alarm current at 9 V	17 mA	
Alarm indication	Red LED	
Normal operating temperature (no condensation or icing)	-20 to +90 °C	
24. Fire Controlling Panel		
Base Technology	Flash-based processor with Real Time Clock with time stamped event log	
Display Backlit	128x 64 Graphical LCD	
LED Indicators	Remote Status indicators are supported via RS485	
Control	Alphanumeric Keypad, Navigation Keys & System Keys for Reset, Mute, Silence/Resound & Sound Alarms	
Number of Conventional	3x Conventional detection zones (incl. support for IS barrier)	
Detection Zones		
Flooding / Extinguishing Zones	1x Flooding / Extinguishing Zones - Support for both solenoid and Metron type actuators	
On Board Sounder circuits	3x 700 mA 21-28 V DC	
On Board Relays	4x 1 A 30 V DC Relay Outputs (Fire, Fault & 2 Programmable)	
Auxiliary Supply	2x 400 mA Aux Supply Outputs 21-28 V DC (1 switched)	
Programmable Outputs	Support for 2 or 8 additional programmable outputs via Exp-002/8	



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Switch Inputs	4x Programmable, 1x Manual Trigger, 6x Release Related (Mode Select, Valve Monitor, Pressure Monitor, Hold, Abort & Flow)	
Countdown Timer	Large digit countdown timer	
Mains Supply	3 A Universal switch mode PSU	
Battery Capacity	24 V 7 Ah	
Charger Current	1 A	
USB ports	1x USB port on board for PC download	
Event Log	1,000 event time stamped event log	
Enclosure / Colour	Steel IP30 / Grey RAL7035	
Cable Entry	17 knockouts in the top, 13 knockouts in the back	
Size	H x W x D mm 330 x 400 x 95	
Approvals	EN12094-1, EN54-2 & EN54-4 Approved	
25. 25 mm (1") Mild steel hot dip galvanized per 6 m		1
26. 50 mm (2") Mild steel hot dip galvanized per 6 m		1
27. 80 mm Mild steel hot dip galvanized per 6 m		1
28. 100 mm Mild steel hot dip galvanized per 6 m		1
29. 150 mm Mild steel hot dip galvanized per 6 m		1
30. 250 mm Mild steel hot dip galvanized per 6 m		1
31. 25 mm (1") Butterfly Valve (with gearbox)		1
32. 50 mm (2") Butterfly Valve (with gearbox)		1
33. 80 mm Butterfly Valve (with gearbox)		1
34. 100 mm Butterfly Valve (with gearbox)		1
35. 150 mm Butterfly Valve (with gearbox)		1
36. 250 mm Butterfly Valve (with gearbox)		1
37. 25 mm Bend 90° Female , Malleable fittings to EN 10242		1
38. 50 mm Bend 90° Female , Malleable fittings to EN 10242		1
39. 80 mm Bend 90° Female , Malleable fittings to EN 10242		1
40. 100 mm Bend 90° Female , Malleable fittings to EN 10242		1
41. 150 mm Bend 90° Female , Malleable fittings to EN 10242		1
42. 250 mm Bend 90° Female , Malleable fittings to EN 10242		1
43. 25 mm Bend 90° Female and male , Malleable fittings to EN 10242		1



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44. 50 mm Bend 90° Female and male , Malleable fittings to EN 10242	1
45. 80 mm Bend 90° Female and male , Malleable fittings to EN 10242	1
46. 100 mm Bend 90° Female and male , Malleable fittings to EN 10242	1
47. 150 mm Bend 90° Female and male , Malleable fittings to EN 10242	1
48. 250 mm Bend 90° Female and male , Malleable fittings to EN 10242	1
49. 50 mm Elbows 90° grooved , Malleable fittings to EN 10242	1
50. 80 mm Elbows 90° grooved , Malleable fittings to EN 10242	1
51. 100 mm Elbows 90° grooved , Malleable fittings to EN 10242	1
52. 150 mm Elbows 90° grooved , Malleable fittings to EN 10242	1
53. 250 mm Elbows 90° grooved , Malleable fittings to EN 10242	1
54. 25 mm Tees, female Malleable fittings to EN 10242	1
55. 50 mm Tees, female Malleable fittings to EN 10242	1
56. 80 mm Tees, female Malleable fittings to EN 10242	1
57. 100 mm Tees, female Malleable fittings to EN 10242	1
58. 150 mm Tees, female Malleable fittings to EN 10242	1
59. 250 mm Tees, female Malleable fittings to EN 10242	1
60. Reducing bush, 25 x 50 Malleable fittings to EN 10242	1
61. Reducing bush, 50 x 80 Malleable fittings to EN 10242	1
62. Reducing bush, 80 x 100 Malleable fittings to EN 10242	1
63. Reducing bush, 100 x 150 Malleable fittings to EN 10242	1
64. Reducing sockets , 25 x 50 Malleable fittings to EN 10242	1
65. Reducing sockets , 50 x 80 Malleable fittings to EN 10242	1
66. Reducing sockets , 80 x 100 Malleable fittings to EN 10242	1
67. Reducing sockets , 100 x 150 Malleable fittings to EN 10242	1
68. 25 mm Socket parallel and taper Malleable fittings to EN 10242	1
69. 50 mm Socket parallel and taper Malleable fittings to EN 10242	1
70. 80 mm Socket parallel and taper Malleable fittings to EN 10242	1
71. 100 mm Socket parallel and taper Malleable fittings to EN 10242	1
72. 150 mm Socket parallel and taper Malleable fittings to EN 10242	1
73. 250 mm Socket parallel and taper Malleable fittings to EN 10242	1
74. 25 mm (1") Nipples Malleable fittings to EN 10242	1
75. 50 mm (2") Nipples Malleable fittings to EN 10242	1
76. 80 mm Nipples Malleable fittings to EN 10242	1
77. 100 mm Nipples Malleable fittings to EN 10242	1
78. 150 mm Nipples Malleable fittings to EN 10242	1
79. 250 mm Nipples Malleable fittings to EN 10242	1
80. 250 mm diameter hot dipped galvanized block piece. Outside Diameter : 250 mm	1



## TRANSNET PORT TERMINALS: TPT


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<p>Thickness : 7mm  Length of block piece: 1 m  Welded a female nipple of 50 mm diameter in the center.  Both edge of block piece to be grooved.  Material : hot dipped galvanize steel</p>	
<p>81. 150 mm diameter hot dipped galvanized block piece.  Outside Diameter : 150 mm  Thickness : 5-7mm  Length of block piece: 1 m  Welded a female nipple of 50 mm diameter in the center.  Both edge of block piece to be grooved.  Material : hot dipped galvanize steel</p>	1
<p>82. 150 mm diameter hot dipped galvanized block piece pipe.  Outside Diameter : 150 mm  Thickness : 5 mm  Length of block piece: 600 mm  With a welded a female nipple of 25 mm diameter in the center. (for fire hose reel)  Both edge of block piece to be grooved.  Material : hot dipped galvanize steel</p>	1
<p>83. 150 mm diameter hot dipped galvanized block piece pipe.  Outside Diameter : 150 mm  Thickness : 5 mm  Length of block piece: 600 mm  With a welded a female nipple of 80 mm diameter in the center. (for fire hydrant)  Both edge of block piece to be grooved.  Material : hot dipped galvanize steel</p>	1
<p>84. 150 mm diameter pipe , with flanges at the edges  Outside diameter of the pipe: 150 mm  Thickness of a pipe: 5 mm  Length of the pipe : 1 m  With the flanges at the edge.  Thickness of the flange: 25.4 mm  Flange diameter : 279,4 mm  No of bolts : 8  Whole diameter of bolt: 22,2 mm.  Material : hot dipped galvanize steel</p>	1
<p>85. 250 mm diameter pipe , with flanges at the edges  Outside diameter of the pipe: 250 mm  Thickness of a pipe: 5 - 7 mm  Length of the pipe : 1 m  With the flanges at the edge.  Design standard : AS 4087  Flange diameter : 405 mm  Bolt circle diameter: 356  No of bolts : 8  Whole diameter of bolt: 22,2 mm.  Material : hot dipped galvanize steel</p>	1
<p>86. 250mm pipe reducing to 150 mm  250 mm pipe is connected by a cone of 45 degrees to 150 mm pipe.  The length of 250 mm pipe : 500 mm  Thickness of 250 mm pipe :  5-7 mm</p>	1




## TRANSNET PORT TERMINALS: TPT

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Thickness of the cone : 5 mm Degrees of the cone : 45 degrees Length of the cone: depending on the design. Length of 150 mm pipe: 500mm Thickness: 5 mm 250 mm and 150 mm pipe both edges are grooved.	
87. Deluge valve 150 mm, Model: fig 502 – Ductile iron ASTM A 536-77 GRADE 65-45-12, Nominal size: 150, Service Pressure: 1.4 to 17.5 Bar (20 to 250 PSI), Factory hydrostatic test pressure : 500 PSI, Flange connection : ANSI B 16.5 # 150 FF, Approval : UL Listed	1
88. Dry Pilot Basic trim for deluge valve fig 502 for vertical mounting	1
89. Deluge valve 100mm, Nominal size : 100mm, Model : ANSI – 150 – RF, S/N : 0164990003	1
90. Top sprinkler nozzle for dry fire protection system Make : ANGUS.S GW.S No. 4 Thermocool K Factor 26	1
91. Side way sprinkler nozzle for dry fire protection system.  Make :VIKING M : 13° K Factor 14 60 Degrees spraying 598 A QR Approved by UL	1
92. 1600 Kpa Pressure gauge  Accuracy 1.6% of Full Scale Deflection (FSD) Temperature, minimum Temperature should not be less or equal to the Freezing Point of the Process Fluid  Up to 50°C Higher Temperatures (with corresponding Loss of Accuracy) permissible  Calibration Certificates available on request at time of order  Higher Pressures available on request	1

# TRANSNET PORT TERMINALS: TPT

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<p>For Live Steam, Syphon Tubes should be used</p> <p>Duty Range up to Full Scale Value and capable of withstanding up to 20% Overload without permanent damage. However, Fluctuating Pressure should not exceed 66% of Full Scale</p>	
<p>93. 304 Stainless steel relief valve</p>  <p>304 Stainless Steel Relief Valve, Male Inlet and Female Outlet, with 316 Stainless Steel Seats This Valve is suitable for Steam. Diameter is 50 mm, Suitable for 1035KPa (150PSI) Saturated Steam at a Temperature of 180°C or 2500KPa (350PSI) Cold Water Maximum Working Temperature -196°C up to +350°C Threads to ISOR7 Bsp All Dimensions given in mm Can be Set to Clients required Pressure to be 1000 Kpa Test Certificates supplied at Client's request Can be used as By-Pass Valve</p>	
<p>94. Jokey pump with electric motor ELECTRIC MOTOR: MOT: MG90LC2-24FT115-H3 2,20 KwNO. 85305909</p> <p>50Hz U 220-240/ 380 – 415 V I 7,70/4,45 Imax 8,45/4,9 N2890-2910 min-1 Cos 0,89 – 0,87 Eff, IE3 85,9%</p> <p>60Hz</p>	



TRANSNET PORT TERMINALS: TPT

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<p>U 220-277/ 380 – 480 V  I 7,70 – 6,35 /4,45- 3,70 A  Imax 8,45 – 7,00 /4,9- 4,10 A  Cos 0,91 – 0,85  Eff, IE3 85,5% - IEF 86,5 %</p> <p>JOCKEY PUMP  TYPE: CR3-11 A-FGJ-A-E-HQQE  MODEL: A9651664P3112  F : 50 Hz  N :2899 min-1  Flow rate: 3 m3/h  P2 : 2.2 kw  Hmax : 103,9  Serial No: 004</p>	1
<p>95. Jokey pump with electric motor  <b>ELECTRIC MOTOR:</b>  MOT: MG160MB2-42FF300-F1  11,0 Kw NO. 85305909</p> <p>50Hz  U 380 – 415 / 660 – 690 V  I 21,2 – 19,6 / 12,2 – 11,6 A  Imax 23,41 – 21,6 / 13,4 – 12,8 A  N2930 - 2940 min<sup>-1</sup>  Cos 0,90 – 0,88  Eff %, IE3 89,4%</p> <p>60Hz  U 380 – 480 / V  I 7,70 – 6,35 /4,45- 3,70 A  Imax 8,45 – 7,00 /4,9- 4,10 A  Cos 0,91 – 0,87  Eff, IE3 87,5% - IEF 90,2 %</p> <p><b>JOCKEY PUMP</b>  TYPE: CR 15 -10 A-F-A-E-HQQE  MODEL: A98501901P31110  F : 50 Hz  N :2924 min<sup>-1</sup>  Flow rate: 17 m<sup>3</sup>/h  P2 : 11,0 kw  H : 113,5  Hmax : 141  Serial No: 001</p>	1
<p>96. <b>Fire hydrant stand , ID = 80 mm, thickness = 5mm , L = 1,5 m</b> With standard four holes flange (The flange must be threaded not welded., material = hot dip galvanizes steel , primed and red painted; with 80 mm hot dip galvanized socket</p>	1
97. 1.5 kg DCP Extinguisher	1
98. 2.5 kg DCP Extinguisher	1



## TRANSNET PORT TERMINALS: TPT

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99.	4.5 kg DCP Extinguisher	1
100.	9 kg DCP Extinguisher	1
101.	2kg CO2 fire extinguisher	1
102.	4.5 kg CO2 Extinguisher	1
103.	5 kg CO2 Aluminium	1
104.	Heavy Duty Vehicle Bracket for 1.5 kg DCP	1
105.	2.5 kg DCP Heavy Duty Bracket	1
106.	4.5 kg DCP Heavy Duty bracket	1
107.	9 kg DCP Heavy Duty Bracket	1
108.	4.5 kg CO2 Heavy duty bracket	1
109.	5 Kg CO2 Aluminium bracket	1
110.	10 kg CO2 fire extinguisher Trolley, material carbon steel, with two rubber wheels.	1
111.	25 kg DCP Trolley Extinguisher	1
112.	Fibre Glass Box for 5 kg CO2	1
113.	Fibre Glass Box for 9 kg DCP	1
114.	Super sound alarm Horn and canister 60 g	1
115.	Super sound alarm Horn and canister 120 g	1
116.	Super sound alarm complete	1
117.	Super sound box only	1
118.	Fire Hose reel complete (mild steel)	1
119.	Hose reel frame only (mild steel)	1
120.	Fire Hose reel hose	1
121.	Hose reels nozzles	1
122.	CP valve, Chromium plated stop cock with 25mm BSP inlet and out let.	1
123.	Draw shackle of fire hose reel, Mild steel nickel plated shackle with PVC run out guide.	1
124.	Fire Hose reel stainless steel complete	1
125.	Fire hose reel stainless steel frame only	1
126.	Fire hose reel stainless steel stand 2 metre from the ground	1
127.	Vinyl cover hose reel	1
128.	80 mm Fire Hydrant valves, 80 mm x 65 mm brass right angle hand wheel hydrant with single lug instantaneous outlet and 80 mm male, BSP inlet. Working Pressure : 16 Bar, Weight : 4.40 Kg.	1
129.	Chromium plated hand wheel with open inscribed of fire hydrant head	1
130.	Hydrant lip washer	1
131.	Fire hydrant stand , OD = 80 mm, thickness = 5mm , L = 1,5 m With standard four holes flange, material = hot dip galvanizes steel , primed and red painted;	1
132.	Fire hydrant stand , OD = 80 mm, thickness = 5mm , L = 1,5 m With standard eight holes flange, material = hot dip galvanizes steel , primed and red painted	1
133.	80 mm hot dip galvanized socket for fire hydrant.	1
134.	Lay flats with fire resistance cover (Complete set with light alloy couplings, Hose diameter 65 mm, length= 30 m, Material	1



# TRANSNET PORT TERMINALS: TPT

DESCRIPTION OF THE WORKS: SUPPLY OF SPARES FOR FIRE DETECTION AND SUPPRESSION SYSTEMS TO TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINAL ("TPT") AT THE PORT OF RICHARDS BAY FOR A PERIOD OF THIRTY-SIX (36) MONTHS

	PVC, Working pressure= 13 Bar, Burst pressure = 39 Bar, Packing weight 12.10 Kg, Package size(mm) 500 x 20 x 130, Red in colour, non-percolating, light weight, all synthetic, durable fire hose. Operating pressure range: 20 to 60 Deg. C )	
135.	Plastic hose cabinet for 2 x 30m hoses, Fire cabinet is made from LLDPE for strength and durability, opening cabinet, door slide, with no hinges, Inspection done easily through the Polycarbonate viewing panel, Lockable with break glass with spare key, 790mm x 420mm x 300mm (L X W X H)	1
136.	Hose diameter 65 mm, length= 30 m, Material PVC, Working pressure= 13 Bar, Burst pressure = 39 Bar, Packing weight 12.10 Kg, Package size(mm) 500 x 20 x 130, Red in colour, non-percolating, light weight, all synthetic, durable fire hose. Operating pressure range: 20 to 60 Deg. C	1
137.	Hydrant control nozzle	1

## Grooved flexible coupling

Description	ID (mm)	OD (mm)	Max end load (KN)	Bolt	Material number
Grooved flexible coupling	50	60.3	10	M10	
	80	88.9	21.7	M10	
	100	114.3	35.9	M12	
	150	165.1	66.4	M12	
	250	273	99.5	M20	

Coupling housing	Hot-rolled steel profile grade RPS 450 WA
Bolts and nut	Hexagon head, grade 8.8, metric thread galvanized
Gaskets	Natural rubber/SBR, nitrile or EPD
Surface finish	Lead free orange paint, hot dipped galvanized

## 4. Site Location

The service Provider must be aware of the following site conditions for their work planning for all applicable conditions.

The groundwater table has been recorded at between 0.8 m and 1.5 m below ground level across the site during winter.

- Altitude – sea level
- Ambient temperature – 5 to 45 °C
- Relative humidity – frequently 100%

TRANSNET PORT TERMINALS: TPT

DESCRIPTION OF THE WORKS: SUPPLY OF SPARES FOR FIRE DETECTION AND SUPPRESSION SYSTEMS TO TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINAL ("TPT") AT THE PORT OF RICHARDS BAY FOR A PERIOD OF THIRTY-SIX (36) MONTHS

- Air Pollution – heavily saline and dust laden; industrial and locomotive fumes; ignitable dusts
- General wind velocities – up to 60km/ h
- Storm wind velocities – up to 180 km /h
- Climate data for Richards Bay based on monthly averages for the 30-year period: 1961-1990 (SAW, 2005) 2

## 5. Governing codes, standards and specifications

The *Contractor's* works must be in accordance with the requirements of the latest edition of the following specifications and codes:

Standard No.	Year	Ed.	Standard
SANS 246	2004	1	Code of fire practice for fire protection for electronic equipment installations
SANS 369-1	2004	1	Code of practice for the operation of fire protection measures part 1: Electrical actuation of gaseous total flooding extinguishing systems
SANS 369-2	2004	1	Code of practice for the operation of fire protection measures part 2: Mechanical actuation of gaseous total flooding and local application extinguishers systems
SANS 1709	2008	1	Water spray fixed systems for fire protection
SANS 10400-T	2011	3	The application of the national building regulations part T: Fire protection
SANS 1475	2013	1	Fabricated flanged steel pipework
SANS 1128(1-2)	2010	2	Hose couplings, connectors and branch pipe and nozzle connections
SANS 7240	2008	1	Fire detection and alarm systems
SANS 10287	2000	1	Automatic sprinkler installations for fire-fighting purposes
SANS 50054		1	Fire detection and fire alarm systems

## 6. Health and safety requirements

The service provider shall comply with TPT health safety and Environment specification number: operations -SHE contractor Specification SHEQ PRO.021

## 7. Documentation Control

The service provider will be expected to refer EEAM-016, General Requirements for document control and **EEAM-009 Quality Assurance, Quality Specification** which defines the quality control plan requirements





TRANSNET PORT TERMINALS: TPT

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## **8. Transportation**

The service provider or bidder is to provide transport to deliver components (spares) in the port of Richards Bay stores.

		SUPPLY OF SPARES FOR FIRE DETECTION AND SUPPRESSION SYSTEMS TO TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINAL (“TPT”) AT THE PORT OF RICHARDS BAY FOR A PERIOD OF THIRTY-SIX (36) MONTHS							
CRITERIA	DOCUMENTATION REQUIRED	WEIGHT (Points)	SCORING POINT	RETURNABLE DOCUMENTS	# Company no.1		# Company no.2		
					Score	Comment	Score	Comment	
1. <b>Eligibility:</b> Bidder is required to confirm in writing on a company letterhead that they will provide all spares required as per SOW in accordance to respective SANS and NFPA standards and Statutory Regulations.	Submitted	Yes	YES / NO	T2.2-1					
	Not Submitted	No							
2. <b>Experience on similar work or supply:</b> Bidder is required to submit testimonial lettes as traceable references. The traceabe reference must be in a form of a letter, compiled in a client's letterhead. It must contain the nature of work conducted, period, signed and with contact details (i.e Tel, Email and Business Cell). Minimum requirement is four treacable references adhering to the above requirements to score full points.	4 or more testimonial letters submitted.	40	40	T2.2-2					
	3 testimonial letters submitted	30							
	2 testimonial letters submitted	20							
	1 testimonial letter submitted	10							
	Nothing Submitted	0							
3. <b>Delivery/Lead Time</b> - The delivery time confirmation of commitment must be in writing on company's letterhead. Bidder to also confirm that they are a specialist in supply of Fire spares in a form of a company profile, that will indicate the following as minimum requirement: Vision , Mission, Bussiness trade (Goods and service rendered), Supply/Delivery milestones (set dates and achieved dates)	Company profile with all minimum requirements and components (spares) delivery lead time of two weeks.	30	30	T2.2-3					
	Company profile with all minimum requirements and components (spares) delivery lead time of three weeks.	15							
	Company profile with all minimum requirements and components (spares) delivery lead time of four weeks.	0							
4. <b>Quality Control Plan</b> – Bidder to submit a detailed quality control plan that will include the following factors as minimum requirements: -Spares adhering to SANS and NFPA Codes and Standards -Spares Storage and Retrieval -Packing -Transportation -Handling -Delivery	Quality Control Plan Submitted with all minimum requirements.	15	15	T2.2-4					
	Quality Control Plan Submitted but only 4 minimum requirements included	13							
	Quality Control Plan Submitted but only 3 minimum requirements included	10							
	Quality Control Plan Submitted but only 2 minimum requirements included	7							
	Quality Control Plan Submitted but only 1 minimum requirement included	5							
	No Quality Control Plan Submitted	0							
5. <b>Warranty:</b> Bidder to submit warranty duration for components (Spares)	12 Months Warranty	15	15	T2.2-5					
	Less than 12 Months warranty	0							
			100						

Technical Threshold = 80 Points

T2.2 – 1: ELIGIBILITY CRITERIA

Confirmation letter

Bidder is required to confirm in writing on a company letterhead that they will provide all  
spares required as per SOW in accordance to respective SANS and NFPA standards and  
Statutory Regulations.

Attached submissions to this schedule:  
  
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Signed.....Date.....

Name.....Position.....

Tenderer.....

**Attached submissions to this schedule:**

[illegible]

Date

## Position

Tenderer

## T2.2 – 3: Delivery Lead Times

Delivery/Lead Time - The delivery time confirmation of commitment must be in writing on company's letterhead. Bidder to also confirm that they are a specialist in supply of Fire spares in a form of a company profile, that will indicate the following as minimum requirements: Vision, Mission, Business trade (Goods and service rendered), Supply/Delivery milestones (set dates and achieved dates).

**Attached submissions to this schedule:**

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Signed

Date

Name

Position

Tenderer

## T2.2 – 4: Quality Control Plan

Bidder to submit a detailed quality control plan that will include the following factors as minimum requirements:

- Spares adhering to SANS and NFPA Codes and Standards
- Spares Storage and Retrieval
- Packing
- Transportation
- Handling
- Delivery

**Attached submissions to this schedule:**

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Signed .....

Date .....

Name .....

Position .....

Tenderer .....



T2.2 – 5: Warranty.

Bidder to submit warranty duration for components (Spares)

<b>Attached submissions to this schedule:</b>
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Signed	.....	Date	.....
Name	.....	Position	.....
Tenderer	.....		



TRANSNET PORT TERMINALS: TPT

DESCRIPTION OF THE WORKS: SUPPLY OF SPARES FOR FIRE DETECTION AND SUPPRESSION SYSTEMS TO TRANSNET SOC LTD  
OPERATING AS TRANSNET PORT TERMINAL ("TPT") AT THE PORT OF RICHARDS BAY FOR A PERIOD OF THIRTY-SIX (36) MONTHS

## PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing assumptions	1
C2.2	The <i>activity schedule</i>	2



TRANSNET PORT TERMINALS: TPT

DESCRIPTION OF THE WORKS: SUPPLY OF SPARES FOR FIRE DETECTION AND SUPPRESSION SYSTEMS TO TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINAL ("TPT") AT THE PORT OF RICHARDS BAY FOR A PERIOD OF THIRTY-SIX (36) MONTHS

## Pricing *Assumptions*

- The price reflected below must be fixed and firm. Failure to provide a fixed and firm price will declare the tender nonresponsive.
- Nonresponsive bidders shall be disqualified
- The price must be rates in Rands, Exclusive of Vat.
- Invoicing and payment will be done monthly on all spares supplied.
- The total price must be for the full scope and include all requirements.
- Rates contained in this schedule shall include the following:
  - i. Rates per item supplied
  - ii. Any other costs including transportation and quality control of spares.

## Pricing *schedule*

### Rates per item supplied

Description of an item	Quantity	Price per item
1. VESDA VLI with VESDA net , VLI 885	1	
2. VLI intelligent Filter, VSP-030	1	
3. VLI Secondary Foam Filter, VSP - 031	1	
4. VLI Aspirator , VSP - 032	1	
5. VLI Chamber Assembly , VSP - 033	1	
6. VLI VESDA net card , VSP - 034	1	
7. VLI Remote Display Module Spare, VSP - 035	1	
8. VLI Ultrasonic Flow Manifold Spare, VSP - 036	1	
9. Power Supply, PSU2A- S 27.5 V DC with Panel indicators: AC Input On, 24 V DC, Battery/charger faulty, Earth faulty	1	
10. 6122 12V Battery (10 in a box)	1	
11. VSNB valve box (red-stainless steel)	1	
12. NC20/RW120 beacon sounder 1P66	1	
13. VLI Cartridge for internal filter	1	
14. Solenoid, type: 6213 A ½. P max. 145PSI , 24Volts DC . (with solenoid release valve)	1	
15. Solenoid, 400425-142, 24 DC, catalogue no. SCB 320 A192 (with solenoid release valve)	1	
16. <b>FireLock™ Manual Release Panel Series 755 Submittal</b> Operates as a manual actuating device. Contains a special quarter turn ball valve mounted in a	1	



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painted steel enclosure Pressures up to 300 psi   2068 kPa   21 bar		
17. PVC pipe (red) 25 mm, VESDA sampling pipe, per 3 m.	1	
18. Straight coupling 25 mm for PVC pipe	1	
19. VESDA PC- Link HLI Model no : VHX – 0200 Serial No: B8517517 Working Voltage : 18 – 30 Vdc Power Dis : 5 W It should be tested by VESDA, standard compliance to AS/NZS 3548 FCC class B, EN 61000-6-3 EN 50130-4.	1	
20. Fire resistance PH 120 wire cable Versatile use for RS485 communication, Addressable system and Conventional system wiring Tested to IEC 60332-1, Cat CWZ TO BS: 6387, BS EN 50200 No short circuit under a direct flame of up to 850 °C for the duration equivalent to the rating PH120 Functionality assures the functional performance of emergency systems up to 120 minutes Class 2 stranded copper conductor Core wrapping with special mica impregnated glass fibre tape Red outer jacket Screening with alu-laminated polyester tape and stranded tinned copper drain wire SPECIFICATIONS Flame retardant, fire rated security and fire warning cable Conforms to BS EN 50200 and tested to BS6387 Voltage rating = U / U 300 / 500 V Cable Construction = Twisted 2C x 1.0 Sq.mm + E Conductor Resistance = 18.1 Ω / km Outer Diameter = PH120 - 9 mm Operating temperature =-15 °C to 70 °C	1	
21. The MCP range of indoor manual call points replaces their standard 'W' indoor series. Break glass type but flexible re-settable element available as retro-fit item Monitoring Resistor Surface mounting Available in two resistance versions to suit most applications: 470 Ω & 680 Ω Patented 'plug & play' concept for quick and easy installation Single maintenance tool Patented 'cassette' anti-tamper feature Manufacturers 3 year warranty Standards EN54-11 MCP Series Illustrated  AttributeValue  Call Point TypeFire Alarm Call Point  Operation TypeBreak Glass  Indoor/OutdoorIndoor	1	



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<p>Colour Red</p> <p>Element Material Glass</p> <p>Tamper Resistant Yes</p> <p>Box Material PC/ABS</p> <p>Depth 59.5 mm</p> <p>Height 89 mm</p> <p>Width 91mm</p>		
<p>22. Series 65 Optical smoke detector (AP-S65-O)</p> <p>Supply Voltage 9 to 33 V</p> <p>Average Quiescent current 24 V 40 <math>\mu</math>A</p> <p>Average Quiescent current at 9 V 35 <math>\mu</math>A</p> <p>Alarm current at 24 V 52 mA</p> <p>Alarm current at 9 V 17 mA</p> <p>Alarm indication Clear LED, Red in alarm</p> <p>Normal operating temperature (no condensation or icing) -20 to +60 <math>^{\circ}</math>C</p>	1	
<p>23. Series 65 Heat detector (AP-S65-H, AP-S65-HBR, AP-S65-HCR, AP-S65-HCS )</p> <p>Supply Voltage 9 to 33 V</p> <p>Average Quiescent current 24 V 45 <math>\mu</math>A</p> <p>Average Quiescent current at 9 V 40 <math>\mu</math>A</p> <p>Alarm current at 24 V 52 mA</p> <p>Alarm current at 9 V 17 mA</p> <p>Alarm indication Red LED</p> <p>Normal operating temperature (no condensation or icing) -20 to +90 <math>^{\circ}</math>C</p>	1	
<p>24. Fire Controlling Panel</p> <p>Base Technology Flash-based processor with Real Time Clock with time stamped event log</p> <p>Display Backlit 128x 64 Graphical LCD</p> <p>LED Indicators Remote Status indicators are supported via RS485</p> <p>Control Alphanumeric Keypad, Navigation Keys &amp; System Keys for Reset, Mute, Silence/Resound &amp; Sound Alarms</p> <p>Number of Conventional 3x Conventional detection zones (incl. support for IS barrier)</p> <p>Detection Zones</p> <p>Flooding / Extinguishing Zones 1x Flooding / Extinguishing Zones - Support for both solenoid and Metron type actuators</p> <p>On Board Sounder circuits 3x 700 mA 21-28 V DC</p> <p>On Board Relays 4x 1 A 30 V DC Relay Outputs (Fire, Fault &amp; 2 Programmable)</p> <p>Auxiliary Supply 2x 400 mA Aux Supply Outputs 21-28 V DC (1 switched)</p> <p>Programmable Outputs Support for 2 or 8 additional programmable outputs via Exp-002/8</p> <p>Switch Inputs 4x Programmable, 1x Manual Trigger, 6x Release Related (Mode Select, Valve Monitor, Pressure Monitor, Hold, Abort</p>	1	



## TRANSNET PORT TERMINALS: TPT

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Countdown Timer	& Flow) Large digit countdown timer		
Mains Supply	3 A Universal switch mode PSU		
Battery Capacity	24 V 7 Ah		
Charger Current	1 A		
USB ports	1x USB port on board for PC download		
Event Log	1,000 event time stamped event log		
Enclosure / Colour	Steel IP30 / Grey RAL7035		
Cable Entry	17 knockouts in the top, 13 knockouts in the back		
Size	H x W x D mm 330 x 400 x 95		
Approvals	EN12094-1, EN54-2 & EN54-4 Approved		
		1	
25. 25 mm (1") Mild steel hot dip galvanized per 6 m		1	
26. 50 mm (2") Mild steel hot dip galvanized per 6 m		1	
27. 80 mm Mild steel hot dip galvanized per 6 m		1	
28. 100 mm Mild steel hot dip galvanized per 6 m		1	
29. 150 mm Mild steel hot dip galvanized per 6 m		1	
30. 250 mm Mild steel hot dip galvanized per 6 m		1	
31. 25 mm (1") Butterfly Valve (with gearbox)		1	
32. 50 mm (2") Butterfly Valve (with gearbox)		1	
33. 80 mm Butterfly Valve (with gearbox)		1	
34. 100 mm Butterfly Valve (with gearbox)		1	
35. 150 mm Butterfly Valve (with gearbox)		1	
36. 250 mm Butterfly Valve (with gearbox)		1	
37. 25 mm Bend 90° Female , Malleable fittings to EN 10242		1	
38. 50 mm Bend 90° Female , Malleable fittings to EN 10242		1	
39. 80 mm Bend 90° Female , Malleable fittings to EN 10242		1	
40. 100 mm Bend 90° Female , Malleable fittings to EN 10242		1	
41. 150 mm Bend 90° Female , Malleable fittings to EN 10242		1	
42. 250 mm Bend 90° Female , Malleable fittings to EN 10242		1	
43. 25 mm Bend 90° Female and male , Malleable fittings to EN 10242		1	
44. 50 mm Bend 90° Female and male , Malleable fittings to EN 10242		1	
45. 80 mm Bend 90° Female and male , Malleable fittings to EN 10242		1	
46. 100 mm Bend 90° Female and male , Malleable fittings to EN 10242		1	
47. 150 mm Bend 90° Female and male , Malleable fittings to EN 10242		1	
48. 250 mm Bend 90° Female and male , Malleable fittings to EN 10242		1	
49. 50 mm Elbows 90° grooved , Malleable fittings to EN 10242		1	
50. 80 mm Elbows 90° grooved , Malleable fittings to EN 10242		1	
51. 100 mm Elbows 90° grooved , Malleable fittings to EN 10242		1	
52. 150 mm Elbows 90° grooved , Malleable fittings to EN 10242		1	



TRANSNET PORT TERMINALS: TPT

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53. 250 mm Elbows 90° grooved , Malleable fittings to EN 10242	1	
54. 25 mm Tees, female Malleable fittings to EN 10242	1	
55. 50 mm Tees, female Malleable fittings to EN 10242	1	
56. 80 mm Tees, female Malleable fittings to EN 10242	1	
57. 100 mm Tees, female Malleable fittings to EN 10242	1	
58. 150 mm Tees, female Malleable fittings to EN 10242	1	
59. 250 mm Tees, female Malleable fittings to EN 10242	1	
60. Reducing bush, 25 x 50 Malleable fittings to EN 10242	1	
61. Reducing bush, 50 x 80 Malleable fittings to EN 10242	1	
62. Reducing bush, 80 x 100 Malleable fittings to EN 10242	1	
63. Reducing bush, 100 x 150 Malleable fittings to EN 10242	1	
64. Reducing sockets , 25 x 50 Malleable fittings to EN 10242	1	
65. Reducing sockets , 50 x 80 Malleable fittings to EN 10242	1	
66. Reducing sockets , 80 x 100 Malleable fittings to EN 10242	1	
67. Reducing sockets , 100 x 150 Malleable fittings to EN 10242	1	
68. 25 mm Socket parallel and taper Malleable fittings to EN 10242	1	
69. 50 mm Socket parallel and taper Malleable fittings to EN 10242	1	
70. 80 mm Socket parallel and taper Malleable fittings to EN 10242	1	
71. 100 mm Socket parallel and taper Malleable fittings to EN 10242	1	
72. 150 mm Socket parallel and taper Malleable fittings to EN 10242	1	
73. 250 mm Socket parallel and taper Malleable fittings to EN 10242	1	
74. 25 mm (1") Nipples Malleable fittings to EN 10242	1	
75. 50 mm (2") Nipples Malleable fittings to EN 10242	1	
76. 80 mm Nipples Malleable fittings to EN 10242	1	
77. 100 mm Nipples Malleable fittings to EN 10242	1	
78. 150 mm Nipples Malleable fittings to EN 10242	1	
79. 250 mm Nipples Malleable fittings to EN 10242	1	
80. 250 mm diameter hot dipped galvanized block piece. Outside Diameter : 250 mm Thickness : 7mm Length of block piece: 1 m Welded a female nipple of 50 mm diameter in the center. Both edge of block piece to be grooved. Material : hot dipped galvanize steel	1	
81. 150 mm diameter hot dipped galvanized block piece. Outside Diameter : 150 mm Thickness : 5-7mm Length of block piece: 1 m Welded a female nipple of 50 mm diameter in the center. Both edge of block piece to be grooved. Material : hot dipped galvanize steel	1	
82. 150 mm diameter hot dipped galvanized block piece pipe. Outside Diameter : 150 mm Thickness : 5 mm	1	



## TRANSNET PORT TERMINALS: TPT

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Length of block piece: 600 mm With a welded a female nipple of 25 mm diameter in the center. (for fire hose reel) Both edge of block piece to be grooved. Material : hot dipped galvanize steel		
83. 150 mm diameter hot dipped galvanized block piece pipe. Outside Diameter : 150 mm Thickness : 5 mm Length of block piece: 600 mm With a welded a female nipple of 80 mm diameter in the center. (for fire hydrant) Both edge of block piece to be grooved. Material : hot dipped galvanize steel	1	
84. 150 mm diameter pipe , with flanges at the edges Outside diameter of the pipe: 150 mm Thickness of a pipe: 5 mm Length of the pipe : 1 m With the flanges at the edge. Thickness of the flange: 25.4 mm Flange diameter : 279,4 mm No of bolts : 8 Whole diameter of bolt: 22,2 mm. Material : hot dipped galvanize steel	1	
85. 250 mm diameter pipe , with flanges at the edges Outside diameter of the pipe:250 mm Thickness of a pipe: 5 - 7 mm Length of the pipe : 1 m With the flanges at the edge. Design standard : AS 4087 Flange diameter : 405 mm Bolt circle diameter: 356 No of bolts : 8 Whole diameter of bolt: 22,2 mm. Material : hot dipped galvanize steel	1	
86. 250mm pipe reducing to 150 mm 250 mm pipe is connected by a cone of 45 degrees to 150 mm pipe. The length of 250 mm pipe : 500 mm Thickness of 250 mm pipe : 5-7 mm Thickness of the cone : 5 mm Degrees of the cone : 45 degrees Length of the cone: depending on the design. Length of 150 mm pipe: 500mm Thickness: 5 mm 250 mm and 150 mm pipe both edges are grooved.	1	
87. Deluge valve 150 mm, Model: fig 502 – Ductile iron ASTM A 536-77 GRADE 65-45-12,Nominal size: 150, Service Pressure: 1.4 to 17.5 Bar (20 to 250 PSI), Factory hydrostatic test pressure : 500 PSI, Flange connection : ANSI B 16.5 # 150 FF, Approval : UL Listed	1	
88. Dry Pilot Basic trim for deluge valve fig 502 for vertical mounting	1	
89. Deluge valve 100mm, Nominal size : 100mm, Model : ANSI – 150 – RF,S/N : 0164990003	1	
90. Top sprinkler nozzle for dry fire protection system Make : ANGUS.S	1	





TRANSNET PORT TERMINALS: TPT

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<p>GW.S No. 4 Thermocool K Factor 26</p>		
<p>91. Side way sprinkler nozzle for dry fire protection system.</p> <p>Make :VIKING M : 13° K Factor 14 60 Degrees spraying 598 A QR Approved by UL</p>	1	
<p>92. 1600 Kpa Pressure gauge</p>  <p>Accuracy 1.6% of Full Scale Deflection (FSD) Temperature, minimum Temperature should not be less or equal to the Freezing Point of the Process Fluid Up to 50°C Higher Temperatures (with corresponding Loss of Accuracy) permissible Calibration Certificates available on request at time of order Higher Pressures available on request For Live Steam, Syphon Tubes should be used Duty Range up to Full Scale Value and capable of withstanding up to 20% Overload without permanent damage. However, Fluctuating Pressure should not exceed 66% of Full Scale</p>	1	
<p>93. 304 Stainless steel relief valve</p>	1	



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304 Stainless Steel Relief Valve, Male Inlet and Female Outlet, with 316 Stainless Steel Seats

This Valve is suitable for Steam.

Diameter is 50 mm,

Suitable for 1035KPa (150PSI) Saturated Steam at a Temperature of 180°C or 2500KPa (350PSI) Cold Water

Maximum Working Temperature -196°C up to +350°C

Threads to ISOR7 Bsp

All Dimensions given in mm

Can be Set to Clients required Pressure to be 1000 Kpa

Test Certificates supplied at Client's request

Can be used as By-Pass Valve

94. Jokey pump with electric motor

ELECTRIC MOTOR:

MOT: MG90LC2-24FT115-H3

2,20 KwNO. 85305909

50Hz

U 220-240/ 380 – 415 V

I 7,70/4,45

Imax 8,45/4,9

N2890-2910 min-1

Cos 0,89 – 0,87

Eff, IE3 85,9%

60Hz

U 220-277/ 380 – 480 V

I 7,70 – 6,35 /4,45- 3,70 A

Imax 8,45 – 7,00 /4,9- 4,10 A

Cos 0,91 – 0,85

Eff, IE3 85,5% - IEF 86,5 %

JOCKEY PUMP

TYPE: CR3-11 A-FGJ-A-E-HQQE

MODEL: A9651664P3112

F : 50 Hz

1



TRANSNET PORT TERMINALS: TPT

DESCRIPTION OF THE WORKS: SUPPLY OF SPARES FOR FIRE DETECTION AND SUPPRESSION SYSTEMS TO TRANSNET SOC LTD OPERATING AS TRANSNET PORT TERMINAL ("TPT") AT THE PORT OF RICHARDS BAY FOR A PERIOD OF THIRTY-SIX (36) MONTHS

N :2899 min-1 Flow rate: 3 m3/h P2 : 2.2 kw Hmax : 103,9 Serial No: 004		
95. Jokey pump with electric motor <b><u>ELECTRIC MOTOR:</u></b> MOT: MG160MB2-42FF300-F1 11,0 Kw NO. 85305909  50Hz U 380 – 415 / 660 – 690 V I 21,2 – 19,6 / 12,2 – 11,6 A Imax 23,41 – 21,6 / 13,4 – 12,8 A N2930 - 2940 min <sup>-1</sup> Cos 0,90 – 0,88 Eff %, IE3 89,4%  60Hz U 380 – 480 / V I 7,70 – 6,35 / 4,45- 3,70 A Imax 8,45 – 7,00 / 4,9- 4,10 A Cos 0,91 – 0,87 Eff, IE3 87,5% - IEF 90,2 %  <b><u>JOCKEY PUMP</u></b> TYPE: CR 15 -10 A-F-A-E-HQQE MODEL: A98501901P31110 F : 50 Hz N :2924 min <sup>-1</sup> Flow rate: 17 m <sup>3</sup> /h P2 : 11,0 kw H : 113,5 Hmax : 141 Serial No: 001	1	
96. <b>Fire hydrant stand , ID = 80 mm, thickness = 5mm , L = 1,5 m</b> With standard four holes flange (The flange must be threaded not welded., material = hot dip galvanizes steel , primed and red painted; with 80 mm hot dip galvanized socket	1	
97. 1.5 kg DCP Extinguisher	1	
98. 2.5 kg DCP Extinguisher	1	
99. 4.5 kg DCP Extinguisher	1	
100. 9 kg DCP Extinguisher	1	
101. 2kg CO2 fire extinguisher	1	
102. 4.5 kg CO2 Extinguisher	1	
103. 5 kg CO2 Aluminium	1	
104. Heavy Duty Vehicle Bracket for 1.5 kg DCP	1	
105. 2.5 kg DCP Heavy Duty Bracket	1	
106. 4.5 kg DCP Heavy Duty bracket	1	
107. 9 kg DCP Heavy Duty Bracket	1	



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108.	4.5 kg CO2 Heavy duty bracket	1	
109.	5 Kg Co2 Aluminium bracket	1	
110.	10 kg Co2 fire extinguisher Trolley, material carbon steel, with two rubber wheels.	1	
111.	25 kg DCP Trolley Extinguisher	1	
112.	Fibre Glass Box for 5 kg Co2	1	
113.	Fibre Glass Box for 9 kg DCP	1	
114.	Super sound alarm Horn and canister 60 g	1	
115.	Super sound alarm Horn and canister 120 g	1	
116.	Super sound alarm complete	1	
117.	Super sound box only	1	
118.	Fire Hose reel complete (mild steel)	1	
119.	Hose reel frame only (mild steel)	1	
120.	Fire Hose reel hose	1	
121.	Hose reels nozzles	1	
122.	CP valve, Chromium plated stop cock with 25mm BSP inlet and out let.	1	
123.	Draw shackle of fire hose reel, Mild steel nickel plated shackle with PVC run out guide.	1	
124.	Fire Hose reel stainless steel complete	1	
125.	Fire hose reel stainless steel frame only	1	
126.	Fire hose reel stainless steel stand 2 metre from the ground	1	
127.	Vinyl cover hose reel	1	
128.	80 mm Fire Hydrant valves, 80 mm x 65 mm brass right angle hand wheel hydrant with single lug instantaneous outlet and 80 mm male, BSP inlet. raking Pressure : 16 Bar, Weight : 4.40 Kg.	1	
129.	Chromium plated hand wheel with open inscribed of fire hydrant head	1	
130.	Hydrant lip washer	1	
131.	Fire hydrant stand , OD = 80 mm, thickness = 5mm , L = 1,5 m With standard four holes flange, material = hot dip galvanizes steel , primed and red painted;	1	
132.	Fire hydrant stand , OD = 80 mm, thickness = 5mm , L = 1,5 m With standard eight holes flange, material = hot dip galvanizes steel , primed and red painted	1	
133.	80 mm hot dip galvanized socket for fire hydrant.	1	
134.	Lay flats with fire resistance cover (Complete set with light alloy couplings, Hose diameter 65 mm, length= 30 m, Material PVC, Working pressure= 13 Bar, Burst pressure = 39 Bar, Packing weight 12.10 Kg, Package size(mm) 500 x 20 x 130, Red in colour, non-percolating, light weight, all synthetic, durable fire hose. Operating pressure range: 20 to 60 Deg. C )	1	
135.	Plastic hose cabinet for 2 x 30m hoses, Fire cabinet is made from LLDPE for strength and durability, opening cabinet, door slide, with no hinges, Inspection done easily through the Polycarbonate viewing panel, Lockable with break glass with spare key, 790mm x 420mm x 300mm (L X W X H)	1	
136.	Hose diameter 65 mm, length= 30 m, Material PVC, Working pressure= 13 Bar, Burst pressure = 39 Bar, Packing weight 12.10 Kg, Package size(mm) 500 x 20 x 130, Red in colour, non-	1	



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percolating, light weight, all synthetic, durable fire hose. Operating pressure range: 20 to 60 Deg. C		
137. Hydrant control nozzle	1	

### Price for grooved coupling

Description	ID (mm)	OD (mm)	Max end load (KN)	Bolt	Quantity	Price per item
Grooved flexible coupling	50	60.3	10	M10	1	
	80	88.9	21.7	M10	1	
	100	114.3	35.9	M12	1	
	150	165.1	66.4	M12	1	
	250	273	99.5	M20	1	

Type text here

## **MASTER AGREEMENT**

entered into by and between

**TRANSNET SOC LTD**

and

**TBC**

**FOR THE SUPPLY OF :**

**SPARES FOR FIRE DETECTION AND SUPPRESSION SYSTEMS TO TRANSNET  
SOC LTD OPERATING AS TRANSNET PORT TERMINAL ("TPT") AT THE PORT  
OF RICHARDS BAY**

**FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

<b>Agreement Number</b>	<b>TBC</b>
<b>Commencement Date</b>	<b>TBC</b>
<b>Expiry Date</b>	<b>TBC</b>

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SCHEDULE 1 – WORK ORDER / SCHEDULE OF REQUIREMENTS



## 1 INTRODUCTION

This Agreement is entered into by and between:

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

and

**TBC** [Registration Number .....] whose registered address is .....  
[**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 provided for herein, as formally agreed between the Parties and in accordance with the Schedule of Requirements issued as a schedule to this Agreement; and
- 1.2 the Supplier hereby undertakes to provide the Goods 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 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 **TBC**, 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 TBC;
- 2.11 **Foreground Intellectual Property** means all Intellectual Property developed by either Party pursuant to this Agreement;
- 2.12 **Goods** means Spares For Fire Detection And Suppression Systems, 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 **Imported content** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.15 **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;
- 2.16 **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;
- 2.17 **Local content** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.18 **Parties** mean the Parties to this Agreement together with their subsidiaries, divisions, business units, successors-in-title and assigns;
- 2.19 **Party** means either one of these Parties;
- 2.20 **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;

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

### 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 will arrange for the supply/provision to Transnet of the Goods 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 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 382 [*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 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 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 TBC and the duration shall be for a TBC [TBC] year period, expiring on TBC, or it shall terminate on the

date the funds are depleted or on whichever event that comes first between the expiry date and the date in which the funds are depleted.

- 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 25.9 [*Breach and Termination*], either Party may cancel this Agreement without cause by giving 14 [fourteen] 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 for information, including information concerning Transnet's operations and activities, that relates to the Goods as may be necessary for the Supplier to provide the Goods, 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 of its confidentiality obligations under this Agreement.
- 8.2 The Supplier shall give Transnet reasonable notice of any information it requires.
- 8.3 Transnet agrees to provide the Supplier or its Personnel such access to and use of its facilities as is necessary to allow the Supplier to perform its obligations under this Agreement.

## **9 GENERAL OBLIGATIONS OF THE SUPPLIER**

- 9.1 The Supplier 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 and the Supplier's products;
- d) keep full records clearly indicating all transactions concluded by the Supplier relating to the delivery of the Goods 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 and the conduct of the business and activities of the Supplier;
- 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 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 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.

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

- a) render the supply of the Goods 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 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 with courtesy and respond to all enquiries promptly and efficiently. Where the Supplier is unable to comply with the provisions of this clause, the Supplier 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 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 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 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, 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 SUBCONTRACTING**

- 10.1 The Supplier may only enter into a subcontracting arrangement or replace a subcontractor with the approval of Transnet.
- 10.2 If the Supplier subcontracts a portion of the contract to another person without declaring it to Transnet reserves the right to penalise the Supplier up to 10% of the value of the contract.
- 10.3 Where the Supplier seeks to replace a subcontractor Transnet shall be entitled to obtain representations or input from the initial subcontractor who was part of the tender process whose credentials were used in the Supplier tender submission. Transnet shall consider input from all parties concerned, in order to take a decision on the proposed replacement of the subcontractor. The subcontracting arrangement or contract remains between the Supplier (main contractor) and the subcontractor.
- 10.4 Should Transnet approve the Supplier's subcontracting arrangement, the Supplier and not the Subcontractor will at all times be held liable for performance in terms of its contractual obligations.
- 10.5 The Supplier may not subcontract in such a manner that the the overall value of the contract is reduced to below the stipulated minimum threshold.
- 10.6 The Supplier may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the Supplier, unless the contract is subcontracted to an Exempted Micro Enterprise (EME) that has the capability and ability to execute the Subcontract.

## **11 PAYMENT TO SUB-CONTRACTORS**

- 11.1 Transnet reserves the right, in its sole discretion, to make payment directly to the sub-contractor of the Supplier, subject to the following conditions:
  - a) Receipt of an undisputed invoice from the sub-contractor; and
  - b) Receipt of written confirmation from the Supplier that the amounts claimed by the sub-contractor are correct and that the services for which the sub-contractor has requested payment were rendered to the satisfaction of the Supplier, against the required standards.
- 11.2 Nothing contained in this clause must be interpreted as bestowing on any sub-contractor a right or legitimate expectation to be paid directly by Transnet. Furthermore, this clause does not bestow any right or legitimate expectation on the Supplier to demand that Transnet pay its sub-contractor directly. The decision to pay any sub-contractor directly, remains that of Transnet alone.
- 11.3 The Supplier remains liable for its contractual obligations under the Agreement, including all services rendered by the sub-contractor.
- 11.4 This clause does not establish any contractual relationship between Transnet and any sub-contractor of the Supplier, whatsoever.

## **12 B-BBEE AND SOCIO-ECONOMIC OBLIGATIONS**

### **12.1 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 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 undertakes to notify and provide full details to Transnet in the event there is:
  - (i) a change in the Supplier'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 which has or likely to impact negatively on the Supplier's B-BBEE status.
- d) Notwithstanding any other reporting requirement in terms hereof, the Supplier undertakes to provide any B-BBEE data (underlying data relating to the Supplier 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 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 Default and may be dealt with in accordance with the provisions of clause 25.9.
- e) In the event there is a change in the Supplier's B-BBEE status, then the provisions of clause 25.9 shall apply.

#### 12.2 **Green Economy/Carbon Footprint**

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

#### 12.3 **Reporting**

- a) The Supplier shall monitor, audit, and record in an auditable manner, its own implementation and compliance with its Local Content obligations (if applicable) and provide the Contract Manager with such information as the Contract Manager may reasonably request concerning its Local Content obligations.
- b) The Supplier shall, on a monthly basis from the Commencement Date and within 7 (seven) calendar days of the end of the previous calendar month, provide Transnet with a report (for monitoring purposes only) in respect of each of the undertakings stipulated in this clause.

### 13 **LOCAL CONTENT OBLIGATIONS**

- 13.1 In terms of Annexure A (SBD 6.2) and Annexure C of the RFP, the Supplier has undertaken to implement the local content and production requirements set by National Treasury for the designated sectors ("local content undertaking"). It is recorded that the local content undertaking was a prequalification criterion of the RFP and it is therefore mandatory for the Supplier to comply with Annexures A and C in order for it to fulfil its local content obligations.
- 13.2 The Supplier is required to note that Transnet, the Department of Trade, Industry and Competition [DTIC] and/or the body appointed by the DTIC as the verification authority for local

content may conduct compliance audits with regard to the local content requirements as prescribed in Regulation 9 of the Preferential Procurement Regulations, 2011 issued in terms of the Preferential Procurement Policy Framework Act.

- 13.3 The Supplier is required to continuously update Declarations C, D and E of the Local Content Declaration templates with the actual local content values for the duration of the contract.
- 13.4 Breach of Local Content obligations also provides Transnet cause to terminate the contract in certain cases where material non compliance with Local Content requirements are not achieved.

#### **14 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (NIPP)**

- 14.1 In terms of SBD 5, the Supplier has undertaken to enter into a NIPP obligation agreement with the DTIC. In consultation with the DTIC, Transnet may monitor compliance to the NIPP obligation agreement and in the event of non-compliance by the Supplier, penalties will be applied as per paragraph 8.3 of the NIPP Guidelines as issued by the DTIC.

#### **15 PENALTIES**

##### **15.1 Penalties for Non-compliance to Service Level Agreement**

Where the Supplier fails to deliver the Goods within the agreed and accepted milestone timelines and provided that the cause of the delay was not due to a fault of Transnet, penalties shall be imposed:

<b>No</b>	<b>ITEM</b>	<b>Penalty</b>	<b>Frequency</b>
1	Suitable replacement support personnel not provided in time	R5 000.00	Per Incident
2	Failure to execute an instruction or piece of task	R5 000.00	Per Incident
3	Personnel not complying or found to breach TPT policies or procedures	R1 000.00	Per Incident
4	Non-attendance of SLA quarterly meeting by the Supplier	R2 500.00	Per Quarter
5	Personnel not equipped with suitable laptops or PC's at all times	R2 000.00	Per Incident

##### **15.2 Non-compliance Penalties for Local Content:**

- a) The Parties have agreed on the following milestone targets ("the Local Content Plan"): Respondents are to note that the Local Content commitments made by the successful Respondent(s) will be incorporated as a term of the contract and monitored for compliance. Should the successful Respondent fail to meet its Local obligations, non-compliance penalties shall be applicable as per the Contract. Breach of Local Content obligations also provide Transnet cause to terminate the contract in certain cases where material non-compliance with Local Content requirements are not achieved.

- b) If for any reason the Supplier is unable to achieve any milestone target indicated in the local content undertaking, the Supplier must approach the Department of Trade and Industry ("DTI") to obtain exemption in order to supply the goods at a lower local content threshold. The Supplier is obliged to approach DTI for exemption within 10 (ten) days of determining that it is unable to achieve any milestone target or local content threshold.
- c) Should the DTI provide exemption, the Supplier shall be entitled to provide the goods at the lower local content threshold set by DTI. In such event, the Parties shall in good faith renegotiate the milestone targets or local content undertaking to ensure that the lowered local content thresholds are achieved.
- d) Should DTI not provide the necessary exemption, the Supplier shall be obliged to meet each milestone target as stated in the Local Content Plan or the local content undertaking.
- e) Should the Supplier fail to meet any milestone target or the local content undertaking, the following remedies shall apply without limiting any of Transnet's other rights in law:
  - i. Transnet shall afford the Supplier a period of thirty (30) days to remedy its non-compliance.
  - ii. Should the Supplier fail to meet its obligations within the further 30 day period, the Supplier shall pay a Non-Compliance penalty ("Non-compliance Penalty") to Transnet in respect of such Non-compliance as set out in clause iv below. The penalties shall be imposed per milestone measurement for non-delivery of committed values in the case of a Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately.
  - iii. To the extent that the Actual Local Content Spend<sup>1</sup> is lower than the Required Local Content Spend<sup>2</sup> (or the Adjusted Required Local Content Spend<sup>3</sup>, as the case may be), the Supplier shall be liable for Penalties which is the difference in value between the Actual Local Content Spend and the Required Local Content Spend (or the Adjusted Required Local Content Spend, as the case may be) plus an additional percentage of such difference. Such Non-compliance Penalties shall be calculated and levied at the relevant milestones as stipulated in the Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately, in accordance with clause iv below.
  - iv. Non-compliance penalties shall apply at the following rate: the difference in value between the Required Local Content Spend and the Actual Local Content Spend, plus 5% of such difference.
  - v. In order to guarantee that the Supplier meets its obligations in terms of the Local Content Plan or its committed local content undertaking, Transnet shall be entitled to

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<sup>1</sup> Actual Local Content Spend means the monetary value of local content initiatives actually delivered by the Supplier during the period under review.

<sup>2</sup> Required Local Content Spend means the monetary value of local content obligations that the Supplier has agreed to deliver during the period under review.

<sup>3</sup> Adjusted Required Local Content Spend means any adjustment to the Required Local Content Spend as prescribed by DTI through the process of exemption referred to in clause c) above and as agreed to between the parties, reduced to writing and signed by the parties.

retain a Non-compliance Penalty at the rate of 2% of every monthly payment due by Transnet to the Supplier over the contract period ("the Local Content Retention Amount"). The Local Content Retention Amount shall be set off against any penalties payable by the Supplier at any milestone assessment.

- f) Should no penalties be imposed during the duration of the contract, Transnet shall refund the full value of the Local Content Retention Amount to the Supplier at the end of the contract period.
- g) Should any unpaid penalties remain at the end of the contract period, then without limiting other rights that Transnet may have in law, the Supplier shall forfeit the Local Content Retention Amount and shall have no further claim against Transnet for the repayment of such amount.

Non-compliance Penalty Certificate:

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

Payment of Non-compliance Penalties:

- j) Subject to Clause i) above, the Supplier shall pay the Non-compliance Penalty indicated in the Non-compliance Penalty Certificate within 10 (ten) Business Days of Transnet issuing a valid Tax Invoice to the Supplier for the amount set out in that certificate. If Transnet does not issue a valid Tax Invoice to the Supplier for Non-compliance Penalties accrued during any relevant period, those Non-compliance Penalties shall be carried forward to the next period.
- k) The Supplier shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from Transnet, failing which Transnet shall, without prejudice to any other rights of Transnet under this Agreement, be entitled to call for payment which may be in any form Transnet deems reasonable and appropriate.
- l) It is agreed that Transnet, the DTI, the South African Bureau of Standards and/or any of their appointed agents shall be entitled to monitor, evaluate and audit the Contractor's compliance with its obligations under the Local Content Plan. To this end, the Contractor shall provide its full cooperation to the respective bodies referred to in this clause to ensure that effective monitoring, evaluation and auditing takes place.

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

### 15.3 Non-compliance penalties for subcontracting

- a) Breach of subcontracting obligations provides Transnet cause to terminate the contract in certain cases where there is a material Non-compliance.
- b) If the Supplier fails to achieve its subcontracting commitments as per their bid submission ("a **Non-Compliance**"), the Supplier shall pay a Non-Compliance penalty ("Non-compliance Penalty") to Transnet in respect of such Non-compliance.
- c) Such penalty shall be calculated based on the difference in value between the committed and delivered subcontracting value (i.e. 100% of the undelivered subcontracting value) plus an additional 10% (ten per cent) of such difference.

#### **Non-compliance Penalty Certificate:**

- d) If any Non-compliance Penalty arises, the Supplier Development Manager shall issue a Non-compliance Penalty Certificate 90 business days before the expiry of the contract indicating the Non-compliance Penalties which have accrued during that period.
- e) A Non-compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the Supplier disputes any of the amounts set out in a Non-compliance Penalty Certificate:
- the dispute shall be resolved in accordance with the provisions of the Agreement; and
  - if pursuant to that referral, it is determined that the Supplier owes any amount to Transnet pursuant to the Non-compliance Penalty Certificate, then the Supplier shall pay such amount to Transnet within 10 (ten) Business Days of the determination made pursuant to such determination and an accompanying valid Tax Invoice.

#### **Payment of Non-compliance Penalties:**

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

## 16 INVOICES AND PAYMENT

- 16.1 Transnet shall pay the Supplier the amounts stipulated in each Purchase Order, subject to the terms and conditions of this Agreement.
- 16.2 Transnet shall pay such amounts to the Supplier 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 for the delivery of the Goods ordered, in terms of clause 16.5 below.
- 16.3 Transnet may, pending an investigation, withhold any payments to the Supplier, in the case where irregular expenditure has been identified in the particular contract and that there is reasonable suspicion that the Supplier is involved or was aware that the contract transgressed any legislation.
- 16.4 All Prices set out in this Agreement and the Schedule of Requirements hereto are to be indicated inclusive and exclusive of VAT, which will be payable at the applicable rate in ZAR.
- 16.5 Unless otherwise provided for in the Schedule of Requirements appended to this Agreement, Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by Transnet within 30 [thirty] calendar days after date of receipt by Transnet of the Supplier's statement together with the relevant valid and undisputed Tax Invoice(s) and supporting documentation.
- 16.6 Where the payment of any Tax Invoice, or any part of a Tax Invoice which is not in dispute, is not made in accordance with this clause, the Supplier shall be entitled to charge interest on the outstanding amount, at The Standard Bank of South Africa's prime rate of interest in force, for the period from the due date of payment until the outstanding amount is paid.
- 16.7 The Supplier 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.

## 17 PRICE ADJUSTMENTS

- 17.1 If during the period of this Agreement Transnet can purchase similar Goods 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 purchased hereunder from the Supplier, Transnet may notify the Supplier of such total delivered cost and the Supplier shall have an opportunity to adjust the Price of the Goods 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 fails to do so or cannot legally do so, Transnet may (i) purchase the Goods from such other supplier in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of Transnet and the Supplier hereunder shall be reduced accordingly; (ii) terminate this Agreement without any penalty, liability or further obligation; or (iii) continue purchases under this Agreement.

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

## **18 WARRANTIES APPLICABLE TO GOODS**

The Supplier warrants that:

- 18.1 pursuant to clause 9.3 [General Obligations of the Supplier], the Goods will be manufactured in accordance with the specifications appended hereto at Schedule 1, or the manufacturer's specifications, as agreed in writing by both Parties;
- 18.2 the execution and performance of this Agreement by the Supplier does not infringe any rights of a third party or breach any obligation of the Supplier to any third party; and
- 18.3 it has taken all reasonable precautions to ensure that, in the event of a disaster, the impact of such disaster on the ability of the Supplier to comply with its obligations under this Agreement will be reduced to the greatest extent possible, and that the Supplier shall ensure that it has appropriate, tested and documented recovery arrangements in place.
- 18.4 related activities, including the coordination of such activities across all parts of its organisation.

## **19 THIRD PARTY INDEMNITY**

The Supplier hereby indemnifies and shall hold Transnet harmless against any direct damages suffered by or claims arising against Transnet in respect of clause 18.2 above.

## **20 INSPECTION APPLICABLE TO GOODS**

- 20.1 Transnet reserves the right to arrange for the inspection of all Goods forming the subject of any Purchase Order, at any stage before final acceptance and by any means it may think fit, and when such inspection is to be carried out, the relevant Purchase Order(s) shall be endorsed accordingly.
- 20.2 When inspection at the Supplier's works or warehouse is specified, Transnet's authorised inspector shall have free access to the premises of the Supplier at all times during working hours on a Business Day; shall have liberty to inspect work which is the subject of the Purchase Order at any stage of manufacture, and may reject any Goods which are found to be incomplete, defective or in any way not in conformity with the terms and specifications of this Agreement; and the Supplier shall afford all reasonable facilities for such access and inspection.



- 20.3 The Supplier shall provide inspection gauges, measuring and test equipment to ensure that the requirements of this Agreement are satisfied. All gauges, templates, tools and other equipment required to check the accuracy of the work shall be calibrated at regular and reasonable intervals by a laboratory which has been approved in writing by Transnet. This certificate shall not be more than 12 [twelve] months old.
- 20.4 The Supplier shall prepare and supply, without charge to Transnet, all test pieces, samples and specimens; shall provide all labour and apparatus for carrying out tests and analyses in accordance with the terms of this Agreement or Purchase Order, and render all reasonable assistance in making such tests and analyses.
- 20.5 All special rules governing gauging, testing, analysis and other inspection procedures shall be adhered to strictly in accordance with the terms of this Agreement or Purchase Order and the conditions of any specifications and drawings quoted therein.
- 20.6 Inspection will be arranged by the Staff of Transnet, as indicated in the Purchase Order(s).
- 20.7 When Goods are ready for inspection, the Supplier shall apply promptly to the appropriate authority for instructions regarding such inspection. All applications for inspection shall quote Transnet's Agreement or Purchase Order number. 7 [seven] Business Days' notice of readiness from the Supplier shall be given to the authorised inspector appointed by Transnet to carry out such inspection.
- 20.8 Transnet shall have the right to recover from the Supplier the cost of inspection of any Goods that have been rejected by its authorised inspector in terms of this clause 204.

## **21 DEFECTIVE GOODS**

- 21.1 Notwithstanding any certificate and/or receipt that may have been issued by or on behalf of Transnet either in South Africa or overseas, Goods will be accepted at the place of delivery or at the port of shipment, as specified in this Agreement, only as regards outward condition of packages and Transnet retains the right to reject the Goods supplied, on or after arrival at the place to which they are consigned, or after they have been placed in use in South Africa, should they be found defective.
- 21.2 If Goods are rejected owing to latent defects becoming apparent during machining operations or other preparation necessary on the part of Transnet before they can be put into use, the Supplier shall bear all expenses incurred by Transnet in carrying out such necessary operations.
- 21.3 If such Goods are rejected, the Supplier will pay the following costs:
- a) for Goods purchased in South Africa on an ex works basis, the cost of transport from the Supplier's works in South Africa to the named destination where the Goods have been rejected by Transnet, plus handling charges and storage, if leviable; or
  - b) for Goods manufactured overseas, the Supplier shall pay all replacement costs including the overseas inland transport cost, freight and insurance charges incurred plus railage or other inland transport costs from the South African port to the place where the Goods have been rejected by Transnet, including handling charges, storage, landing charges, customs duty and surcharges, if leviable.

- 21.4 If Transnet requires rejected Goods to be replaced, the Supplier shall, when called upon to do so, arrange prompt replacement of the Goods within the prescribed manufacturing lead times for such Goods, as indicated in Schedule 1.
- 21.5 If Goods are found to be defective but the defects are, in the opinion of Transnet, not of so serious a nature as to warrant total rejection of the Goods, the Supplier shall, when called upon to do so, remedy or make good such defects at its own cost, or Transnet may remedy or make good such defects at the request of the Supplier and recover from the Supplier all costs or expenses reasonably incurred by it in doing so.
- 21.6 Should the Supplier fail, when called upon to remedy or make good such defects within a reasonable time or to request Transnet to do so, Transnet may proceed to remedy or make good such defects and thereafter recover from the Supplier all such costs and expenses as aforementioned.
- 21.7 Any amount recoverable from the Supplier in terms of this clause may, without prejudice to any other legal remedies available to Transnet, be deducted in whole or in part from any monies in the hands of Transnet which are due for payment to the Supplier.

## **22 TOTAL OR PARTIAL FAILURE TO PERFORM**

- 22.1 In the case of Goods to be specially manufactured for it, if Transnet at any time ascertains that:
- a) no manufacturing of the Goods specified in a Purchase Order has commenced and there is little or no prospect, in Transnet's opinion, that manufacturing will commence within a reasonable time; or
  - b) delivery of any of the Goods is being or is likely to be delayed beyond the promised delivery date(s), and there is little or no prospect of the Purchase Order(s) being carried out within reasonable adherence to the promised delivery rate(s) or time(s),
- then Transnet may, irrespective of the cause of the delay, by notice to the Supplier, cancel as from a future date specified in such notice the whole or any part of this Agreement or Purchase Order in respect of which the Goods to be supplied have not been completed by that date, without incurring any liability by reason of such cancellation except as provided in this clause.
- 22.2 The Supplier shall thereupon, as soon as possible after such date, deliver to Transnet the Goods [if any] already completed, and payment for the part performance shall be made on a pro rata basis, provided the uncompleted part is not an integral or essential part of the completed Goods. Where an integral or essential part of the work has not been completed, the amount to be paid to the Supplier will be calculated on the basis of Transnet's enrichment. The Supplier shall, wherever practicable, supply Transnet with the necessary drawings and/or specifications to enable it to complete the work.
- 22.3 Whenever, in any case not covered by clause 22.1 above, the Supplier fails or neglects to execute the work or to deliver any portion of the Goods as required by the terms of this Agreement or Purchase Order, or if any Goods are rejected on any of the grounds mentioned in clause 21.5 [Defective Goods], Transnet may cancel this Agreement or Purchase Order in so far as it relates to the unexecuted work or the undelivered or rejected portion of the Goods, and in such event, the supply of the remaining portion shall remain subject in all respects to these conditions.

## **23 NON CONFORMANCE OF GOODS PROCURED**

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

## **24 RIGHTS ON CANCELLATION**

- 24.1 If this Agreement or Purchase Order is cancelled in whole or in part in terms of clause 22 [*Total or Partial Failure to Perform*], Transnet may execute or complete this Agreement with any other entity and do so on such terms as it may deem proper, or may procure other comparable Goods in substitution for those neglected to be manufactured or supplied or rejected as aforesaid, and may recover from the Supplier the difference between the cost of such Goods and the Price [if the latter was lower] as well as any costs and expenses [including any additional transport costs] which Transnet may have had to incur in consequence of the Supplier's default.
- 24.2 Any amount which may be recoverable from the Supplier in terms of clause 24.1 above, without prejudice to any other legal remedies available to Transnet, may be deducted in whole or in part from any monies in the hands of Transnet and due for payment to the Supplier.

## **25 BREACH AND TERMINATION**

- 25.1 Termination in accordance with clause 6 [Term and Cancellation] shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party and all provisions which are to survive this Agreement or impliedly do so shall remain in force and in effect.
- 25.2 On termination of this Agreement or a Work Order, the Service Provider will immediately deliver up, and procure that its Personnel will immediately deliver up to Transnet, all Deliverables and property belonging to Transnet [or, in the event of termination of a Work Order, such as is relevant to that Work Order] which may be in the possession of, or under the control of the, and certify to Transnet in writing that this has been done.
- 25.3 To the extent that any of the Deliverables and property referred to in clause 25.2 above are in electronic form and contained on non-detachable storage devices, the Service Provider will provide Transnet with unencrypted copies of the same on magnetic media and will irretrievably destroy and delete copies so held.
- 25.4 In the event that this Agreement is terminated by the Service Provider under clause 6 [Term and Cancellation], or in the event that a Work Order is terminated by Transnet under clause 9 [Breach and Consequences of Termination], Transnet will pay to the Service Provider all outstanding Fees [apportioned on a pro rata basis] relating to the work undertaken by the Service Provider up until the date of such termination. Transnet will also pay the costs of any goods and materials ordered by

the Service Provider in relation to the such work for which the Service Provider has paid or is legally obliged to pay, in which case, on delivery of such goods or materials, the Service Provider will promptly deliver such goods and materials to Transnet or as it may direct.

- 25.5 If either Party [**the Defaulting Party**] commits a material breach of this Agreement and fails to remedy such breach within 14 [fourteen] calendar days of written notice thereof, the other Party [hereinafter **the Aggrieved Party**], shall be entitled, in addition to any other rights and remedies that it may have in terms of this Agreement, to terminate this Agreement forthwith without any liability and without prejudice to any claims which the Aggrieved Party may have for damages against the Defaulting Party.
- 25.6 Either Party may terminate this Agreement forthwith by notice in writing to the other Party when the other Party is unable to pay its debts as they fall due or commits any act or omission which would be an act of insolvency in terms of the Insolvency Act, 24 of 1936 [as amended from time to time], or if any action, application or proceeding is made with regard to it for:
- a) a voluntary arrangement or composition or reconstruction of its debts;
  - b) its winding-up or dissolution;
  - c) the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer;
  - d) any similar action, application or proceeding in any jurisdiction to which it is subject.
- 25.7 Transnet may terminate this Agreement at any time within 2 [two] months of becoming aware of a change of control of the Supplier by notice in writing to the Supplier. For the purposes of this clause, **control** means the right to direct the affairs of a company whether by ownership of shares, membership of the board of directors, agreement or otherwise.
- 25.8 Notwithstanding this clause 25.9, Transnet may cancel this Agreement without cause by giving 30 [thirty] calendar days prior written notice thereof to the Supplier, or
- 25.9 The provisions of clauses 2 [Definitions], 18.2 [Warranties], 24.8 [Rights on Cancellation], 28.3 [Confidentiality], 31.5 [Limitation of Liability], 36 [Intellectual Property Rights], 35.9 [Dispute Resolution] and 39.1 [Governing Law] shall survive termination or expiry of this Agreement.

## 26 CESSION

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

## 27 FORCE MAJEURE

- 27.1 Neither Party shall have any claim against the other Party arising from any failure or delay in the performance of any obligation of either Party under this Agreement caused by an act of force majeure such as acts of God, fire, flood, war, lockout, government action, laws or regulations,

terrorism or civil disturbance, defaults or other circumstances or factors beyond the reasonable control of either Party, and to the extent that the performance of obligations of either Party hereunder is delayed by virtue of the foregoing, any period stipulated for any such performance shall be reasonably extended. Transnet may however rely on strikes, industrial dispute and riots as a ground of force majeure.

- 27.2 Each Party will take all reasonable steps by whatever lawful means that are available to resume full performance as soon as practicable and will seek agreement to modification of the relevant provisions of this Agreement in order to accommodate the new circumstances caused by the act of *force majeure*. If a Party fails to agree with such modifications proposed by the other Party within 90 [ninety] calendar days of the act of *force majeure* first occurring, either Party may thereafter terminate this Agreement with immediate notice.

## **28 PROTECTION OF PERSONAL INFORMATION**

- a) The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Personal Information Act 4 of 2013 ("POPIA"):

consent; person; personal information; processing; record; Regulator as well as any terms derived from these terms of the POPIA

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

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

- c) Transnet agrees that in submitting any information or documentation requested in the RFP and in this Agreement, the Supplier consents to the processing of their personal information for the purpose of, but not limited to, risk assessment, contract award, contract management, auditing, legal opinions/litigation, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
- d) The Parties agree that they may obtain and have access to personal information for the fulfilment of the rights and obligations contained herein. In performing the obligations as set out in this Agreement, the Parties shall at all times ensure that:
- i. they process personal information only for the express purpose for which it was obtained;
  - ii. once processed for the purposes for which it was obtained, all personal information will be destroyed to an extent that it cannot be reconstructed to its original form, subject to any legal retention requirements;
  - iii. Personal information is provided only to authorised personnel who strictly require the personal information to carry out the Parties' respective obligations under this Agreement;
  - iv. they do not disclose personal information of the other Party, other than in terms of this Agreement;
  - v. they have all reasonable technical and organisational measures in place to protect all personal information from unauthorised access and/or use;

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

at its own cost, take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible. The Parties shall also be required to provide each other with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity of the unauthorised person who may have accessed or acquired the personal information.

- b) The Parties shall provide on-going updates on the progress in resolving the compromise at reasonable intervals until such time as the compromise is resolved.
- c) Where required, the Parties must notify the South African Police Service; and/or the State Security Agency and the Information Regulator and the affected persons of the security breach. Any such notification shall always include sufficient information to allow the persons to take protective measures against the potential consequences of the compromise.
- d) The Parties undertake to co-operate in any investigations relating to security which is carried out by or on behalf of the other including providing any information or material in its possession or control and implementing new security measures.

## **29 CONFIDENTIALITY**

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

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

- f) Confidential Information disclosed by either Party to the other or by either Party to any other party used by such party in the performance of this Agreement, shall be dealt with as "restricted" or shall be dealt with according to any other appropriate level of confidentiality relevant to the nature of the information concerned, agreed between the Parties concerned and stipulated in writing for such information in such cases;
- g) the Parties shall not make or permit to be made by any other person subject to their control, any public statements or issue press releases or disclose Confidential Information with regard to any matter related to this Agreement, unless written authorisation to do so has first been obtained from the Party first disclosing such information;
- h) each Party shall be entitled to disclose such aspects of Confidential Information as may be relevant to one or more technically qualified employees or consultants of the Party who are required in the course of their duties to receive the Confidential Information for the Permitted Purpose provided that the employee or consultant concerned has a legitimate interest therein, and then only to the extent necessary for the Permitted Purpose, and is informed by the Party of the confidential nature of the Confidential Information and the obligations of the confidentiality to which such disclosure is subject and the Party shall ensure such employees or consultants honour such obligations;
- i) each Party shall notify the other Party of the name of each person or entity to whom any Confidential Information has been disclosed as soon as practicable after such disclosure;
- j) each Party shall ensure that any person or entity to which it discloses Confidential Information shall observe and perform all of the covenants the Party has accepted in this Agreement as if such person or entity has signed this Agreement. The Party disclosing the Confidential Information shall be responsible for any breach of the provisions of this Agreement by such person or entity; and
- k) each Party may by written notice to the other Party specify which of the Party's employees, officers or agents are required to sign a non-disclosure undertaking.

29.2 The duties and obligations with regard to Confidential Information in this clause 29.3 shall not apply where:

- a) a Party can demonstrate that such information is already in the public domain or becomes available to the public through no breach of this Agreement by that Party, or its Staff; or
- b) was rightfully in a Party's possession prior to receipt from the other Party, as proven by the first-mentioned Party's written records, without an infringement of an obligation or duty of confidentiality; or
- c) can be proved to have been rightfully received by a Party from a third party without a breach of a duty or obligation of confidentiality; or
- d) is independently developed by a Party as proven by its written records.

29.3 This clause 29.3 shall survive termination for any reason of this Agreement and shall remain in force and effect from the Commencement Date of this Agreement and 5 [five] years after the termination of this Agreement. Upon termination of this Agreement, all documentation furnished to the Supplier by Transnet pursuant to this Agreement shall be returned to Transnet including, without limitation,



all corporate identity equipment including dyes, blocks, labels, advertising matter, printing matter and the like.

### **30 INSURANCES**

- 30.1 Without limiting the liability of the Supplier under this Agreement, the Supplier shall take out insurance in respect of all risks for which it is prudent for the Supplier to insure against, including any liability it may have as a result of its activities under this Agreement for theft, destruction, death or injury to any person and damage to property. The level of insurance will be kept under review by Transnet, on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Supplier.
- 30.2 The Supplier shall arrange insurance with reputable insurers and will produce to Transnet evidence of the existence of the policies on an annual basis within 30 [thirty] calendar days after date of policy renewals.
- 30.3 Subject to clause 30.4 below, if the Supplier fails to effect adequate insurance under this clause 30.4, it shall notify Transnet in writing as soon as it becomes aware of the reduction or inadequate cover and Transnet may arrange or purchase such insurance on behalf of the Supplier. The Supplier shall promptly reimburse Transnet for any premiums paid provided such insurance protects the Supplier's liability. Transnet assumes no responsibility for such insurance being adequate to protect all of the Supplier's liability.
- 30.4 In the event that the Supplier receives written notice from its insurers advising of the termination of its insurance cover referred to in clause 30.1 above or if the insurance ceases to be available upon commercially reasonable terms, the Supplier shall immediately notify Transnet in writing of such termination and/or unavailability, whereafter either the Supplier or Transnet may terminate this Agreement on giving the other Party not less than 30 [thirty] calendar days prior written notice to that effect.

### **31 LIMITATION OF LIABILITY**

- 31.1 The Supplier's liability under this clause 31.5 shall be in addition to any warranty or condition of any kind, express or implied by law or otherwise, relating to the Goods or ancillary Services, including the quality of the Goods or ancillary Services or any materials delivered pursuant to this Agreement.
- 31.2 Neither Party excludes or limits liability to the other Party for:
- a) death or personal injury caused by its negligence, [including its employees', agents' or Subcontractors' negligence]; or
  - b) fraud or theft.
- 31.3 The Supplier shall indemnify and keep Transnet indemnified from and against liability for damage to any Transnet property [whether tangible or intangible] or any other loss, costs or damage suffered by Transnet to the extent that it results from any act of or omission by the Supplier or its Personnel in connection with this Agreement. The Supplier's liability arising out of this clause 31.3 shall be limited to direct damages.
- 31.4 Subject always to clauses 31.1 and 31.2 above, the liability of either the Supplier or Transnet under or in connection with this Agreement, whether for negligence, misrepresentation, breach of contract

or otherwise, for direct loss or damage arising out of each Default or series of related Defaults shall not exceed 100% [one hundred per cent] of the Fees paid under the schedule or Work Order to which the Default(s) relates.

- 31.5 Subject to clauses 31.1 to 31.4 above, in no event shall either Party be liable to the other for indirect or consequential loss or damage or including indirect or consequential loss of profits, business, revenue, goodwill or anticipated savings of an indirect nature or loss or damage incurred by the other Party as a result of third party claims.
- 31.6 If for any reason the exclusion of liability in clause 31.5 above is void or unenforceable, either Party's total liability for all loss or damage under this Agreement shall be as provided in clause 31.3 above.
- 31.7 Nothing in this clause 31.5 shall be taken as limiting the liability of the Parties in respect of clauses 28.3 [*Confidentiality*] and 32 [*Intellectual Property Rights*].

## **32 INTELLECTUAL PROPERTY RIGHTS**

### **32.1 Title to Confidential Information**

- a) Transnet will retain all right, title and interest in and to its Confidential Information and Background Intellectual Property and the Supplier acknowledges that it has no claim of any nature in and to the Confidential Information and Background Intellectual Property that is proprietary to Transnet. For the avoidance of doubt all the Supplier's Background Intellectual Property shall remain vested in the Supplier.
- b) Transnet shall grant to the Supplier an irrevocable, royalty free, non-exclusive licence to use Transnet's Background Intellectual Property only for the Permitted Purpose. This licence shall not permit the Supplier to sub-license to other parties.
- c) The Supplier shall grant to Transnet an irrevocable, royalty free, non-exclusive licence to use the Supplier's Background Intellectual Property for the Permitted Purpose. This licence shall not permit Transnet to sub-license to other parties.
- d) The Supplier shall grant Transnet access to the Supplier's Background Intellectual Property on terms which shall be *bona fide* negotiated between the Parties for the purpose of commercially exploiting the Foreground Intellectual Property, to the extent that such access is required.
- e) The above shall not pertain to any software licenses procured by the Supplier from third parties and used in the supply of the Goods.

### **32.2 Title to Intellectual Property**

- a) All right, title and interest in and to Foreground Intellectual Property prepared, conceived or developed by the Supplier, its researchers, agents and employees shall vest in Transnet and the Supplier acknowledges that it has no claim of any nature in and to the Foreground Intellectual Property. The Supplier shall not at any time during or after the termination or cancellation of this Agreement dispute the validity or enforceability of such Foreground Intellectual Property, or cause to be done any act or anything contesting or in any way impairing or tending to impair any part of that right, title and interest to any of the Foreground Intellectual Property and shall not counsel or assist any person to do so.

- b) Transnet shall be entitled to seek protection in respect of the Foreground Intellectual Property anywhere in the world as it shall decide in its own absolute discretion and the Supplier shall reasonably assist Transnet in attaining and maintaining protection of the Foreground Intellectual Property.
- c) Where the Foreground Intellectual Property was created by the Supplier or its researchers, agents and employees and where Transnet elects not to exercise its option to seek protection or decides to discontinue the financial support of the prosecution or maintenance of any such protection, Transnet shall notify the Supplier who shall have the right of first refusal to file or continue prosecution or maintain any such applications and to maintain any protection issuing on the Foreground Intellectual Property.
- d) No consideration shall be paid by Transnet to the Supplier for the assignment of any Foreground Intellectual Property from the Supplier to Transnet, over and above the sums payable in terms of this Agreement. The Supplier undertakes to sign all documents and do all things as may be necessary to effect, record and perfect the assignment of the Foreground Intellectual Property to Transnet.
- e) Subject to anything contrary contained in this Agreement and/or the prior written consent of Transnet [which consent shall not be unreasonably be withheld], the Supplier shall under no circumstances be entitled as of right, or to claim the right, to use Transnet's Background Intellectual Property and/or Foreground Intellectual Property.

### **32.3 Title to Improvements**

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

### **32.4 Unauthorised Use of Confidential Information**

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

### **32.5 Unauthorised Use of Intellectual Property**

- a) The Supplier agrees to notify Transnet in writing of any conflicting uses of, and applications of registrations of Patents, Designs and Trade Marks or any act of infringement, unfair competition or passing off involving the Intellectual Property of Transnet of which the

Supplier acquires knowledge and Transnet shall have the right, as its own option, to proceed against any party infringing its Intellectual Property.

- b) It shall be within the sole and absolute discretion of Transnet to determine what steps shall be taken against the infringer and the Supplier shall co-operate fully with Transnet, at Transnet's cost, in whatever measure including legal action to bring any infringement of illegal use to an end.
- c) The Supplier shall cooperate to provide Transnet promptly with all relevant ascertainable facts.
- d) If proceedings are commenced by Transnet alone, Transnet shall be responsible for all expenses but shall be entitled to all damages or other awards arising out of such proceedings. If proceedings are commenced by both Parties, both Parties will be responsible for the expenses and both Parties shall be entitled to damages or other awards arising out of proceedings.

### **33 NON-WAIVER**

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

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

### **34 PARTIAL INVALIDITY**

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

### **35 DISPUTE RESOLUTION**

35.1 Should any dispute of whatsoever nature arise between the Parties concerning this Agreement, the Parties shall try to resolve the dispute by negotiation within 10 [ten] Business Days of such dispute arising.

35.2 If the dispute has not been resolved by such negotiation, either of the Parties may refer the dispute to AFSA and notify the other Party accordingly, which proceedings shall be held in Johannesburg.

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

35.4 This clause constitutes an irrevocable consent by the Parties to any proceedings in terms hereof, and neither of the Parties shall be entitled to withdraw from the provisions of this clause or claim at any such proceedings that it is not bound by this clause 35.

35.5 This clause 35 is severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.

35.6 This clause 35 shall not preclude either Party from seeking urgent relief in a court of appropriate jurisdiction, where grounds for urgency exist.

### 36 ADDRESSES FOR NOTICES

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

a) **Transnet**

(i) For legal notices: .....

.....

.....

Fax No. ....

Attention: Group Legal Department

(ii) For commercial notices: .....

.....

.....

Fax No. ....

Attention: .....

b) **The Supplier**

(i) For legal notices: .....

.....

.....

Fax No. ....

Attention: .....

(ii) For commercial notices: .....

.....

.....

Fax No. ....

Attention: .....

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

36.3 Any notice shall be deemed to have been given:

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

### **37 WHOLE AND ONLY AGREEMENT**

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

### **38 AMENDMENT AND CHANGE CONTROL**

- 38.1 Any amendment or change of any nature made to this Agreement and the Schedule of Requirements thereof shall only be valid if it is in writing, signed by both Parties and added to this Agreement as an addendum hereto. In this regard a Change Notice must first be defined and issued by the requesting Party. A Change Notice Response must then be issued by responding Party. A formal approval of the Change Request will then trigger the issue of the addendum to this Agreement.
- 38.2 In the event the Parties cannot agree upon changes, the Parties shall in good faith seek to agree any proposed changes using the dispute resolution procedures in clause 359 [*Dispute Resolution*].

### **39 GENERAL**

#### **39.1 Governing Law**

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

#### **39.2 Change of Law**

In this Agreement, unless the context otherwise requires, references to a statutory provision include references to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it, provided that in the event that the amendment, extension or re-enactment of any statutory provision or introduction of any new statutory provision has a material impact on the obligations of either Party, the Parties will negotiate in good faith to agree such amendments to this Agreement as may be appropriate in the circumstances. If, within a reasonable period of time, the Supplier and Transnet cannot reach agreement on the nature of the changes required or on modification of Prices, delivery schedules, warranties, or other terms and conditions, either Party may seek to have the matter determined in accordance with clause 359 [*Dispute Resolution*] above.

#### **39.3 Counterparts**

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

### **40 DATABASE OF RESTRICTED SUPPLIER**

The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Bid shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept

by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

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

For and on behalf of <b>TRANSNET SOC LTD</b> duly authorised hereto	For and on behalf of ..... duly authorised hereto
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date:
Place:	Place:

<b>AS WITNESS:</b> Name:	<b>AS WITNESS:</b> Name:
Signature:	Signature:

<b>AS WITNESS:</b> Name:	<b>AS WITNESS:</b> Name:
Signature:	Signature:



## ANNEXURE J

### **GENERAL BID CONDITIONS**

**[June 2022]**

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## 1 DEFINITIONS

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

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Goods** shall mean the goods required by Transnet as specified in its Bid Document;
- 1.5 **Parties** shall mean Transnet and the Respondents to a Bid Document;
- 1.6 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.7 **RFP** shall mean Request for Proposal;
- 1.8 **RFQ** shall mean Request for Quotation;
- 1.9 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.10 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.11 **Service Provider or Supplier** shall mean the successful Respondent;
- 1.12 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.13 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.14 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

## 2 GENERAL

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

## 3 SUBMITTING OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 The Bid Documents must be completed in their entirety and Respondents are required to complete and submit their Bid submissions by uploading them into the system against each tender selected. The bidder guide can be found on the Transnet Portal [transnetetenders.azurewebsites.net](https://transnetetenders.azurewebsites.net).

## 4 USE OF BID FORMS

- 4.1 Where special forms and/or formats are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and/or formats and not in other forms and/or formats or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms and/or formats must be completed for submission.
- 4.3 Only if insufficient space has been allocated to a particular response may a Respondent submit additional information under separate cover using the Company's letterhead. This must be duly cross-referenced in the RFX.

## **5 BID FEES**

A bid fee is not applicable. The Bid Documents may be downloaded directly from National Treasury's e-Tender Publication Portal at [www.etenders.gov.za](http://www.etenders.gov.za) and may also be downloaded from the Transnet website at [www.transnet.net](http://www.transnet.net) free of charge.

## **6 VALIDITY PERIOD**

- 6.1 The Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the bid.
- 6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change/s is as a direct and unavoidable consequence of Transnet's extension of the validity period.

## **7 SITE VISITS / BRIEFING SESSIONS**

Respondents may be requested to attend a site visit or briefing session where it is necessary to view the site in order to prepare their Bids, or where Transnet deems it necessary to provide Respondents with further information to allow them to complete their Bids properly. Where such visits or sessions are indicated as compulsory in the RFX Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

## **8 CLARIFICATION BEFORE THE CLOSING DATE**

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

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

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

## **10 UNAUTHORISED COMMUNICATION ABOUT BIDS**

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

## **11 RETURNABLE DOCUMENTS**

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

## **12 DEFAULTS BY RESPONDENTS**

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

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

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

### **13 CURRENCY**

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

### **14 PRICES SUBJECT TO CONFIRMATION**

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

### **15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES**

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

### **16 EXCHANGE AND REMITTANCE**

- 16.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Supplier/Service Provider, effect payment overseas directly to the foreign principal or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- 16.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 16.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the Exchange and Remittance section of the Bid Documents and also furnish full details of the principals or manufacturer to whom payment is to be made.
- 16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 16.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which the Goods/Services were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties.
- 16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

## **17 ACCEPTANCE OF BID**

- 17.1 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 17.2 Where the Respondent has been informed by Transnet of the acceptance of its Bid, an email communication that has been successfully sent to the Respondent shall be regarded as proof of delivery to the Respondent 1 day after the date of submission.

## **18 NOTICE TO UNSUCCESSFUL RESPONDENTS**

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

## **19 TERMS AND CONDITIONS OF CONTRACT**

- 19.1 The Supplier/Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on a company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments /alternative(s) are acceptable or otherwise, as the case may be. Respondents will be afforded an opportunity to withdraw an unacceptable deviation, failing which the respondent will be disqualified.

## **20 CONTRACT DOCUMENTS**

- 20.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- 20.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of acceptance, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- 20.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance, shall constitute a binding contract until the final contract is signed.

## **21 LAW GOVERNING CONTRACT**

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

## **22 IDENTIFICATION**

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

## **23 RESPONDENT'S SAMPLES**

- 23.1 If samples are required from Respondents, such samples shall be suitably marked with the Respondent's name and address, the Bid number and the Bid item number and must be despatched in time to reach the addressee as stipulated in the Bid Documents on or before the closing date of the Bid. Failure to submit samples by the due date may result in the rejection of a Bid.
- 23.2 Transnet reserves the right to retain samples furnished by Respondents in compliance with Bid conditions.
- 23.3 Payment will not be made for a successful Respondent's samples that may be retained by Transnet for the purpose of checking the quality and workmanship of Goods/Services delivered in execution of a contract.
- 23.4 If Transnet does not wish to retain unsuccessful Respondents' samples and the Respondents require their return, such samples may be collected by the Respondents at their own risk and cost.

## **24 SECURITIES**

- 24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of a Deed of Suretyship [Deed of Suretyship] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 For the purpose of clause 24.124.1 above, Transnet will supply a Deed of Suretyship form to the successful Respondent for completion and no guarantee in any other form will be accepted. A copy of such form will be supplied to Respondents on request. For this purpose a Deed of Suretyship form will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 [thirty] calendar days from the date of the letter of acceptance. No payment will be made until the form, duly completed, is delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Supplier/Service Provider to cancel the contract with immediate effect.
- 24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Supplier/Service Provider in relation to the conditions of this clause 244 will be for the account of the Supplier/Service Provider.

## **25 PRICE AND DELIVERY BASIS FOR GOODS**

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

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

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

- a) Local Supplies - Prices for Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held in South Africa, to be quoted on a Delivered RSA named destination basis.
- b) Imported Supplies - Prices for Goods to be imported from all sources to be quoted on a Delivered Duty Paid [latest ICC Incoterms] basis, to end destination in South Africa, unless otherwise specified in the Bid Price Schedule.

## **26 EXPORT LICENCE**

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

## **27 QUALITY OF MATERIAL**

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

## **28 VALUE-ADDED TAX**

28.1 In respect of local supplies, i.e. Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held or already in transit to South Africa, the prices quoted by the Respondent are to be inclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.

28.2 In respect of foreign Services rendered:

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

## **29 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT**

29.1 Method of Payment

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.



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

NOTE: The successful Respondent [the **Supplier/Service Provider**] shall, where applicable, be required to furnish a guarantee covering any advance payments.

#### 29.2 Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated as from the date of receipt by Transnet of the Supplier/Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects as referred to in the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional period will be recalculated from the date of receipt of the correct documentation.

### 30 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

#### 30.1 Contract Quantities

- a) It must be clearly understood that although Transnet does not bind itself to purchase a definitive quantity under any contract which may be entered into pursuant to this Bid, the successful Respondent nevertheless undertakes to supply against the contract such quantities as may be ordered against the contract, which orders are posted or delivered by hand or transmitted electronically on or before the expiry date of such contract.
- b) It is furthermore a condition that Transnet will not accept liability for any material/stocks specially ordered or carried by the Respondent with a view to meeting the requirements under any such contract.
- c) The estimated planned quantities likely to be ordered by Transnet per annum are furnished in relevant section of the Bid Documents. For avoidance of doubt the estimated quantities are estimates and Transnet reserves the right to order only those quantities sufficient for its operational requirements.

#### 30.2 Delivery Period

- a) **Period Contracts and Fixed Quantity Requirements**  
It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.
- b) **Progress Reports**  
The Supplier/Service Provider may be required to submit periodical progress reports with regard to the delivery of the Goods/Services.
- c) **Emergency Demands as and when required**  
If, due to unforeseen circumstances, supplies of the Goods/Services covered by the Bid are required at short notice for immediate delivery, the Supplier/Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source.

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

### **31 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS**

#### **31.1 Copyright**

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

#### **31.2 Drawings and specifications**

In addition to what may be stated in any Bid Document, the Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for Goods/Services strictly in accordance with the drawings and/or specifications supplied by Transnet, notwithstanding that it may be aware that alterations or amendments to such drawings or specifications are contemplated by Transnet.

#### **31.3 Respondent's drawings**

Drawings required to be submitted by the Respondent must be furnished before the closing time and date of the Bid. The non-receipt of such drawings by the appointed time may disqualify the Bid.

#### **31.4 Foreign specifications**

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

### **32 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS**

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

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

32.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.

32.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.

a) Such Power of Attorney must comply with Rule 63 (Authentication of documents executed outside the Republic for use within the Republic) of the Uniform Rules of Court: Rules

regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.

- b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
- c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
- d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi*.

32.5 If payment is to be made in South Africa, the foreign Supplier/Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:

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

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

### **33 DATABASE OF RESTRICTED SUPPLIERS**

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

### **34 CONFLICT WITH ISSUED RFX DOCUMENT**

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

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## ANNEXURE K

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

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

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.
- 2.3 Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process in a fair manner.
- 2.4 Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

### 3 OBLIGATIONS OF THE BIDDER / SUPPLIER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
- a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
  - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
  - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
  - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:
- a) The Bidder / Supplier will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and
  - b) The Bidder / Supplier will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.
- 3.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Bidder / Supplier of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
- 3.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.

- 3.8 Transnet may require the Bidder / Supplier to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Bidder/Supplier confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
    - Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
    - Principle 2: make sure that they are not complicit in human rights abuses.
  - b) Labour
    - Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
    - Principle 4: the elimination of all forms of forced and compulsory labour;
    - Principle 5: the effective abolition of child labour; and
    - Principle 6: the elimination of discrimination in respect of employment and occupation.
  - c) Environment
    - Principle 7: Businesses should support a precautionary approach to environmental challenges;
    - Principle 8: undertake initiatives to promote greater environmental responsibility; and
    - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
  - d) Anti-Corruption
    - Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

#### **4 INDEPENDENT BIDDING**

- 4.1 For the purposes of this undertaking in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
- a) has been requested to submit a Bid in response to this Bid invitation;
  - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.
- 4.2 The Bidder has arrived at his submitted Bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
- 4.3 In particular, without limiting the generality of paragraph 4.2 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
  - b) geographical area where Goods or Services will be rendered [market allocation];
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Bid;

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

## **5 DISQUALIFICATION FROM BIDDING PROCESS**

- 5.1 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Transnet may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.
- 5.2 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3, or any material violation, such as to put its reliability or credibility into question, Transnet may after following due procedures and at its own discretion also exclude the Bidder / Supplier from future bidding processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Supplier and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- 5.3 If the Bidder / Supplier can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

## **6 DATABASE OF RESTRICTED SUPPLIERS**

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Bid shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National



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

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

## **7 PREVIOUS TRANSGRESSIONS**

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

## 8 SANCTIONS FOR VIOLATIONS

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

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

## 9 CONFLICTS OF INTEREST

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

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

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

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

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

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

- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
- b) must notify Transnet immediately in writing once the circumstances has arisen.

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

## 10 DISPUTE RESOLUTION

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

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a supplier make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a supplier makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a supplier abuses the court process in order to gain a competitive advantage during a bid process.

## 11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the bidding processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 11.5 Should a Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders / Suppliers to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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ANNEXURE L

**NON DISCLOSURE AGREEMENT**

**[April 2020]**

**THIS AGREEMENT is made between**

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

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

**and**

**the Company as indicated in the RFP bid response hereto**

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

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

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

## 2. CONFIDENTIAL INFORMATION

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

### **3. RECORDS AND RETURN OF INFORMATION**

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

### **4. ANNOUNCEMENTS**

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

### **5. DURATION**

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

### **6. PRINCIPAL**

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

### **7. ADEQUACY OF DAMAGES**

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

### **8. PRIVACY AND DATA PROTECTION**

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

## **9. GENERAL**

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

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